

LAWYERS AS AUTHORS

WRITTEN MATERIALS

LYNNE A. KRAMER

JANE D. MINCER

Attorney, realtor and author, Jane Dillof Mincer graduated with distinction from Wellesley College as a Wellesley Scholar and earned her J.D. at New York Law School. She is licensed to practice law in New York and New Jersey. She has served as associate counsel in the field of matrimonial law at various firms including Kramer, Feingold & Castrovinci, Tabat, Cohen, Blum & Kramer, Kramer & Rabinowitz and Kramer & Rubin. Ms. Mincer has served since 2008 as Director of the Long Island Board of Realtors, Huntington Township Chapter. She is a co-author of *THE BROCKHURST FILE*, A Mat Ladies Novel.

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LYNNE ADAIR KRAMER

Lynne Adair Kramer is an AV rated attorney and Super Lawyer with over 35 years of practice experience. She founded her own firm in 1979 and grew it from a solo practice to a firm employing 15 people, making it the largest matrimonial firm in a county of 1.5 million. Kramer owned and operated her firm until 2006, when she joined Touro Law Center as a full-time faculty member. Prior to that, she taught at Touro as an adjunct faculty member for 17 years, and was chosen by students as the Adjunct Professor of the Year multiple times.

At Touro Law Center, Prof. Kramer regularly teaches courses in Interviewing, Negotiating, and Counseling, Trial Practice, Advanced Trial Practice and Law Practice Management, and serves as the faculty supervisor of their trial teams. She is also the Director of the law school's renowned Court Observation Program, which was featured in the Chronicle of Higher Education. Kramer was one of the author's of Touro's new Solo Small Practice concentration and is teaching an innovative course designed to give the aspiring practitioner a comfort level with a variety of matters that a new practitioner is likely to handle. She currently serves on the Attorneys for Children Advisory Committee for the Tenth Judicial Department, Suffolk County.

Prof. Kramer has been very active in a variety of professional organizations rising to become the second female president of the Suffolk County Bar Association, representing 3200 lawyers in New York. She is a past-chair of numerous committees of that county's bar association including the prestigious bench bar committee, and is currently the chair of the bar association's scholarship committee and a member of the Board of Managers of the Suffolk County Bar Association Charitable Foundation. She is also a former director of the New York State Women's Bar Association, and the past-president of the Nassau-Suffolk Women's Bar Association (New York) for which she chaired their judicial screening committee.

Prof. Kramer's activities have also involved service to her community. She is the immediate Past President of the Board of VIBS (Victims Information Bureau of Suffolk County) an agency dedicated to the eradication of domestic violence, and is the immediate past president of the board of the Suffolk Y JCC, where she continues to remain a member of the board.

Kramer is a co-author of *THE BROCKHURST FILE, A Mat Ladies Novel*, winner of the 2015 Pinnacle Prize for best novel of the year, and co-authored *THE EXPERIENTIAL GUIDE TO LAW PRACTICE MANAGEMNET, Opening and Operating Your Own Firm* (Carolina Academic Press 2016).

Prof. Kramer graduated with distinction from Smith College, and earned her J.D. at Hofstra University School of Law. She is licensed to practice in Virginia, the District of Columbia, and New York. She continues to serve of counsel in the field of matrimonial law and is the owner-operator of a divorce mediation and arbitration service.

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March 11, 2011

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Completion/Publication

Year of Completion: 2011

Author

■ Author: Lynne Adair Kramer

Author Created: text

Work made for hire: No

Citizen of: United States

Domiciled in: United States

Year Born: 1952

■ Author: Jane Mincer

Author Created: text

Work made for hire: No

Citizen of: United States

Domiciled in: United States

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Certification

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000677.176043.0004.001 1 MB 0.404 852



MAT LADIES INC
[REDACTED]

Date of this notice: 03-07-2012

Employer Identification Number:
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Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at
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WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [REDACTED]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2013

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We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

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To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

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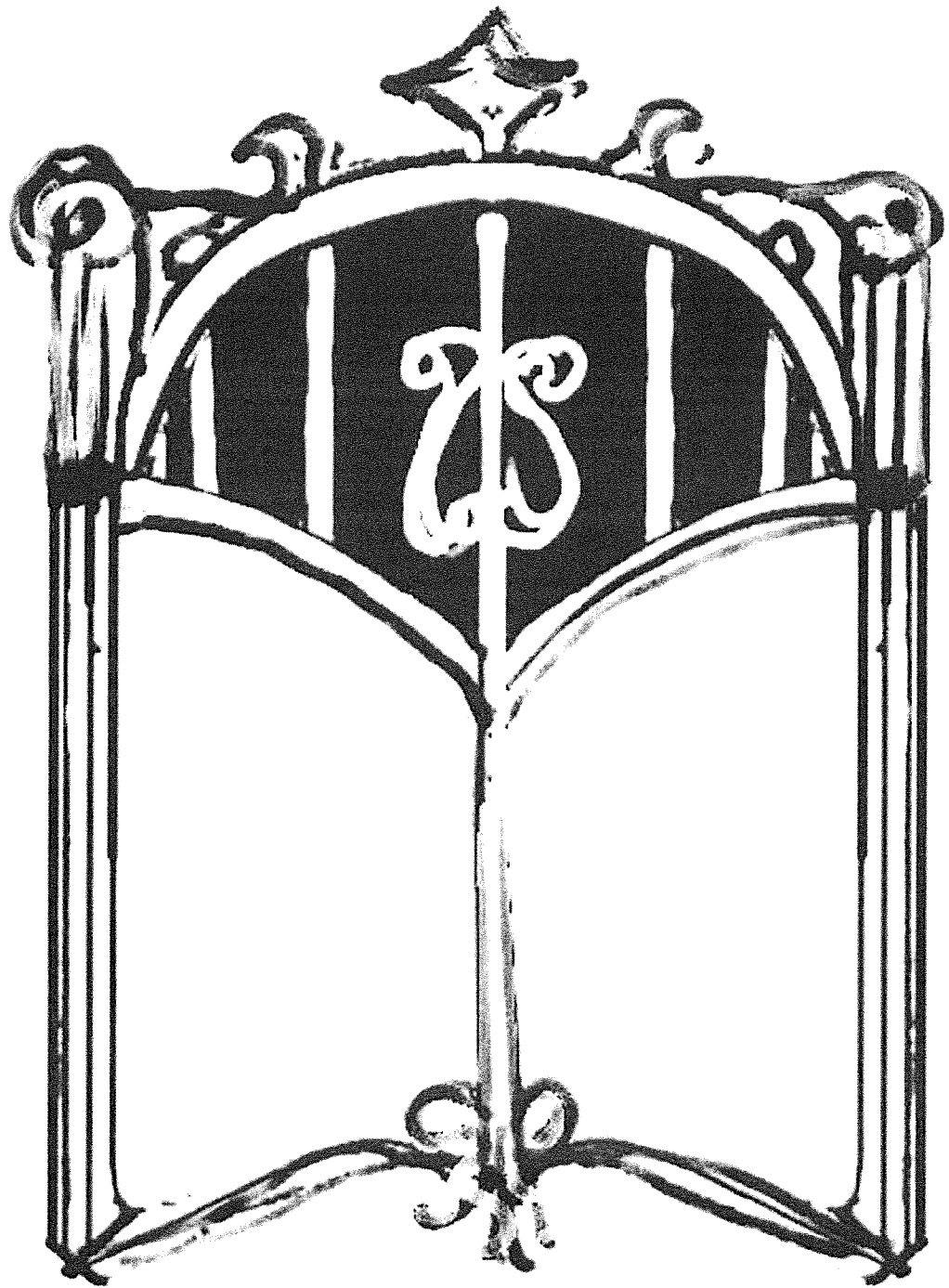
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SAMPLE

QUERY LETTERS

Faxes are flying, clients are crabbing and someone keeps smacking the bell at reception, but when the headline shrieks, 'Ambulance Mows Down Blonde Beauty!' the entire divorce firm comes to a momentary halt. Former client, socialite divorcée Skippy Brockhurst, is dead, leaving two small children, Beau and Emma, at the heart of an extraordinary custody battle. Lucy Bennett and her team of lawyers are drawn into a struggle between Skippy's drugged-up ex, warring relatives and a stranger who steps forward to claim he's Beau's father.

But this is not the stodgy law firm of their Manhattan adversary, or the slick digs of blowhard, Nick DeBello. This is the matrimonial law firm of Bennett and Birnbaum - and these are the Mat Ladies. There's a kid in a cast on the office couch, another one texting that her shoes are too tight for the school dance, and a dog slobbering all over Lucy's original set of court papers. No problem. The Mat Ladies can deal. This 103,000 word novel is a family law thriller, intended as the first in a series about the Mat Ladies, their clients, their cases, their chaos.

Resonant of the strong professional women in best-selling novels by Patricia Cornwell, Linda Fairstein, Lisa Scottoline and Janet Evanovich, Lucy Bennett is based most closely on her co-creator, Lynne Adair Kramer. It's been a running joke that most of Long Island has her number on speed dial. This much is true: to beat your soon-to-be-ex, you'd better be the first to snag the best divorce attorney in town. For thirty years, that attorney was Kramer who gained her expertise in the field of matrimonial and family law, negotiating and trying complex divorce and custody cases in the suburbs of New York City. Her firm, comprised of fifteen women, was groundbreaking as the largest female owned and operated law firm on Long Island, with its population of three million. Kramer teaches at Touro Law Center where she was the first female trial practice professor and currently serves as the Director of the Court Observation Program.

Jane D. Mincer worked for Lynne as one of her "mat ladies," and is an attorney and real estate associate broker on Long Island.

We invite you to take a seat on the couch alongside the other associates at Bennett and Birnbaum, so that you can learn what goes on behind the scenes and in the mind of a barracuda divorce lawyer. Please let us know if you would like to review our completed manuscript. We look forward to hearing from you.

Respectfully,

Lynne Adair Kramer, Esq.

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Jane Mincer, Esq.

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Dear [NAME]:

When lawyers get together to talk shop, they all agree on one thing: “At least it’s not Mats” — matrimonial law, divorces and custody. Nothing’s messier, more complex or more heartbreaking. What kind of person, lawyers ask each other, would go into matrimonial law?

Well, we would. And so would the characters of *THE BROCKHURST FILE*, a 106,000-word novel that is the first in a planned series about the “Mat Ladies” of Bennett and Birnbaum, a Long Island-based firm specializing in divorce.

Name partner Lucy Bennett is almost out the door one snowy Friday night when an over-eager intern sends her a call from a problem client: socialite divorcee Skippy Brockhurst, who’s sure that her young son Beau is in danger. Beau’s father may not be Skippy’s ex-husband, the dissolute, hands-off Everett Brockhurst. Instead, Beau may be the product of Skippy’s fling with the prominent local architect Gary Vaughn. Now, Vaughn’s making noises about asserting his parental rights.

Before Lucy has time to plot a strategy, tragedy strikes. Skippy is killed in a freak accident, leaving Beau Brockhurst and his sister, Emma, in the care of their neglectful father. Lucy feels obligated to look after the best interests of the children. But where do those interests lie? With their irresponsible father? Or with Vivian Masters Brockhurst, Everett’s mother and the children’s grandmother, who has complex responsibilities of her own? Or with Skippy’s sister Georgina, compassionate but trapped in a brutal marriage?

When Gary Vaughn steps forward, Lucy chooses sides — while keeping all the secrets entrusted to her. Lucy brings Bennett & Birnbaum’s resources to bear in a battle against New York’s toughest lawyers for truth, justice, and a happy life for Emma and Beau.

Beginning with *THE BROCKHURST FILE*, the “Mat Ladies” series will embrace the whole spectrum of personal and family life: marriage, divorce, parenthood, death, love, hate, joy, grief, scandal. Lucy Bennett and her colleagues are women we’d all like to have as friends, and we’d definitely want on our side.

Resonant of the strong professional women in best-selling novels by Patricia Cornwell, Linda Fairstein, and Lisa Scottoline, Lucy Bennett is based most closely on her co-creator, Lynne Adair Kramer. Lynne has spent more than 30 years negotiating and trying complex matrimonial and custody cases in the suburbs of New York City, and headed the largest female-owned and operated law firm on Long Island. Co-author Jane D. Mincer spent years working with Lynne as one of her “mat ladies,” and is an attorney and real estate associate broker in New York State.

We invite you to take a seat on the couch at Bennett and Birnbaum. Please let us know if you would like to review our completed manuscript. We look forward to hearing from you.

Respectfully,
Lynne Adair Kramer, Esq.

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Jane Mincer, Esq.

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Our 118,000 word novel with the working title *Mat Ladies* is a contemporary legal thriller. It's rare that we attend a social event without being asked to spice it up with a tale from our tawdry world of divorce law. The crowd can't seem to get enough and always seems to make the same request: tell your story. And so we have.

When the eager, new intern at Bennett and Birnbaum mistakenly picks up the phone after hours, the matrimonial lady lawyers know they could be stuck at the office for the long haul. The call is from one of their most demanding former clients, SKIPPY BROCKHURST, resurfacing with the news that her young son, BEAU, is in danger. A man is threatening to disrupt the family life Skippy fought so hard to restore after her acrimonious divorce from GARRETT BROCKHURST. Skippy admits to the head of the firm, LUCY BENNETT, that Beau is under no imminent risk of harm. However, Lucy soon realizes why Skippy is so upset: the man is following Beau to gather evidence proving he's the boy's biological father. The man also happens to be one of Lucy's former clients, the prominent architect, GARY VAUGHN.

Set against the backdrop of the mat ladies' whirlwind jobs as they address an endless stream of clients and their cases, and intermingled with snippets of the attorneys' personal lives, the continuing story of Skippy Brockhurst unfolds. Lucy's once beautiful client is literally wasting away with fear that Gary will try to prove he is Beau's father. Skippy dreads that Gary may be right and that her son was conceived during their brief encounter, while she was still married to Garrett. Despite Skippy's concerns, Lucy suggests that it might be best to allow DNA testing, to determine paternity. She explains that if Gary's claim is correct, the boy might end up with a better option than the father he's always known, a man who is indifferent to his children.

After the client faints in her office, Lucy arranges for her to get immediate medical help. While leaving a follow-up appointment with the doctor, Skippy Brockhurst is struck and killed by an ambulance. The attorney realizes that the Brockhurst children, Beau and Emma, now motherless, are about to be further impacted. Not only does she anticipate a custody battle between Skippy's dissolute ex-husband and her compassionate sister, GEORGINA, but she realizes that all hell will break loose when Gary Vaughn steps forward. In choosing who to represent, Lucy is guided by the secrets she guards, including her final phone message from Skippy.

The fight is already underway between Garrett's high-priced Manhattan attorney, ARTHUR POST, and the blowhard, NICK DEBELLO, representing Georgina, when Lucy Bennett appears on the scene. To the distress of the other contestants, she persuades the quirky Judge Thorpe to let Gary Vaughn try and stake his claim. As the legal battle escalates, VIVIAN MASTERS BROCKHURST, the dowager empress of the family mansion, Laurel Hall, uncovers the sordid truth about her son, Garrett. Armed with this and secrets about Georgina's marriage, she boldly orchestrates the makings of a deal. When the dust settles, the children have a new home and the reader is left to wonder what the future holds for two of the former combatants.

Lucy Bennett, just like the central characters in the best-selling novels by Patricia Cornwell, Linda Fairstein and Janet Evanovich, is a professional woman who must solve a complex and intriguing matter. The subject matter of our book, divorce and custody, touches a wide swath of the population. Readers will relate to the turmoil surrounding our characters, whether they've been personally involved in such issues or have helped friends or loved ones through them. While John Grisham and Scott Turow have used

their legal expertise to create best sellers in other areas of the law, our book is unusual as a family law thriller.

Lucy Bennett is fashioned after Lynne Adair Kramer, a prominent New York matrimonial attorney. An AV rated divorce attorney, law school professor and former bar association president, Kramer has lectured extensively in the areas of matrimonial and family law, as well as trial advocacy. Her knowledge and expertise in the field of family law comes from over thirty years of negotiating and trying complex matrimonial and custody cases in the suburbs of New York City. Her firm, comprised of fifteen females, was groundbreaking as the largest owned and operated law firm of women on Long Island, with its population of three million people. She currently serves on the board of VIBS, Victims Information Bureau of Suffolk County, an agency dedicated to the eradication of domestic violence.

Kramer has appeared on a variety of television programs, answering questions in the area of matrimonial law and domestic violence. She has been interviewed and quoted in numerous publications, including the New York Times, Newsday and the New York Law Journal, in which several of her cases have been reported. Renowned for her skill as a trial attorney, Kramer was selected to become the first woman trial practice professor at Touro Law Center. She taught Family Law for several years, and currently teaches Trial Practice, Advanced Trial Practice, Interviewing, Negotiating and Counseling. She is also the Director of the Court Observation Program at the Touro Law Center, featured in the Chronicle of Higher Education. She served as the second female president of the Suffolk County Bar Association, which represents over 3,200 lawyers

and was president of the Nassau-Suffolk Women's Bar Association. She served as the Chair of the Matrimonial and Family Law Committee of both bar associations.

Ms. Kramer is a graduate with distinction from Smith College, and earned her J.D. at Hofstra University School of Law. She is licensed to practice law in Virginia, the District of Columbia and New York, where she currently continues to work in the area of matrimonial law.

Jane D. Mincer is an attorney and real estate associate broker in New York State, who for several years was employed by Lynne Adair Kramer as one of her "mat ladies." Graduating from Wellesley College with honors and as a Wellesley Scholar, she earned her J.D. from New York Law School. She is licensed to practice law in New York and New Jersey.

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THE BROCKHURST FILE

PITCH

THE BROCKHURST FILE: A MAT LADIES NOVEL

Lucy Bennett is almost out the door when an overeager law intern sends her a call from a problem client: socialite divorcée, Skippy Brockhurst, who's sure that her eight-year-old son, Beau, is in danger. It turns out that Beau's father may not be Skippy's ex-husband, the dissolute, Everett Brockhurst. Instead, the boy may be the product of Skippy's fling with the prominent local architect Gary Vaughn — and Vaughn is making noises about asserting his parental rights. Skippy, fragile and high-maintenance, can't cope with the possibility that a paternity test might prove Vaughn is Beau's father. She seeks help from Lucy and her team of matrimonial lawyers, the Mat Ladies of Bennett and Birnbaum.

Lucy lays out the options available to Skippy, but before the client can discuss her decision with the Mat Ladies, she is killed in a freak accident. Beau and his little sister, Emma, are left in the care of their neglectful father. Lucy feels obligated to do what's best for the children — but what is that? Is it to be with their father, who wants to use them to regain the house and money he lost in the divorce? Or with the children's grandmother, the wealthy, powerful Vivian Masters Brockhurst, who has complex responsibilities of her own? Or with their aunt, compassionate but trapped in a brutal marriage?

The situation turns even murkier when little Emma's life is placed at risk and Lucy chooses to represent Gary Vaughn. A mother of youngsters herself, Lucy struggles to balance the needs of Beau and Emma with the demands of her client. In the battle that follows, Lucy and the Mat Ladies take on some of New York's toughest lawyers in front of a quirky judge.

Beginning with *The Brockhurst File*, the *Mat Ladies* series will embrace the whole spectrum of personal and family life: marriage, divorce, parenthood, love, hate, joy, grief, scandal. The *Mat Ladies* books will provide a glimpse into the world of divorce law and into the mind of a barracuda divorce lawyer. The office dynamics and the Mat Ladies' fruitless efforts to give order to chaos, lend a lighthearted tone to serious matters.

With more than a nod toward the strong professional women in best-selling novels by Patricia Cornwell, Linda Fairstein, Lisa Scottoline and Janet Evanovich, Lucy Bennett is based most closely on her co-creator, Lynne Adair Kramer. Lynne, a top rated attorney, has spent more than thirty years negotiating and trying complex matrimonial and custody cases in the suburbs of New York City, and headed the largest female-owned and operated law firm on Long Island. She has been quoted in the *New York Times*, the *New York Law Journal*, and numerous other publications and has appeared on local television as an expert on divorce law and domestic violence. Kramer was selected to become the first woman trial practice professor at Touro Law Center where she currently serves as the director of the Court Observation Program. She served as the second female president of the Suffolk County Bar Association, which represents 3,200 attorneys, and has chaired the Matrimonial and Family Law Committees of both the Suffolk County Bar Association and the Suffolk County Women's Bar Association.

Co-author Jane D. Mincer, an attorney, spent years working with Lynne as one of her Mat Ladies.

After reading our manuscript, Pulitzer Prize Winner, Brian Donovan has written a blurb for this novel. In addition, several distinguished jurists, colleagues and community leaders have offered to write either reviews or blurbs in support of this work.

BOOK PROPOSAL

FOR

NOVEL

BOOK PROPOSAL

THE BROCKHURST FILE: A MAT LADIES NOVEL

OVERVIEW

Faxes are flying, clients are crabbing and someone keeps smacking the bell at reception, but when the headline shrieks, 'Ambulance Mows Down Blonde Beauty!' the entire divorce firm comes to a momentary halt. Former client, socialite divorcée Skippy Brockhurst, is dead, leaving two small children, Beau and Emma, at the heart of an extraordinary custody battle. Lucy Bennett and her team of lawyers are drawn into a struggle between Skippy's drugged-up ex, warring relatives and a stranger who steps forward to claim he's Beau's father.

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AUDIENCE

Our audience breaks down into the following categories:

Family Law: Victims, Survivors, Nosey On-Lookers

This audience is vast. Every form of media delivers a daily story about divorce, custody, paternity rights, grandparents' rights, drug abuse or domestic violence. These topics, at the heart of our novel, are the regular diet of Lucy Bennett's Mat Ladies. If they haven't already shown up on your menu, chances are they will. It's just the odds. If you're lucky enough to avoid a direct hit, these problems will touch someone close to you... a sibling, a child or friend.

Between 40% and 50% of first marriages in the United States end in divorce and more than 60% of second marriages do not survive. The question of custody arises in many marital break-ups and in non-traditional families, a group growing by leaps and bounds.

This is not a self-help book, but it does shed light on the murky waters of divorce and custody. Those who've been through the family law system and wondered what really went on behind closed doors or in the judge's chambers will have the chance to peek backstage. With the opportunity to snoop around Lucy Bennett's office, a person going through the process may actually gain some perspective - and despise their attorney more or less, depending!

Our audience also includes those outside of the fray, but who are irresistibly drawn to the same family law issues. People want to know why someone cheats on their spouse, how custody battles are decided, the rules in a paternity fight and the financial impact of splitting up. The film industry has long known how to feed the interest of this audience, producing hits like *Kramer vs. Kramer*, *Mrs. Doubtfire*, *The Parent Trap* (original and remake), *Tyler Perry's Why Did I Get Married*, *It's Complicated*, *The Descendants* and *The First Wives Club*.

The subject matter is so popular that nightly gossip programs of every major broadcast network invariably hone in on the latest divorce or custody matter of notoriety. The studios are always seeking new ways to capture this audience. MGM, tempted by the long-standing success of TV's *Divorce Court*, is preparing to launch *Paternity Court*.

Even serious print media, such as *The New York Times*, constantly seek to capitalize on the never-ending interest in family law topics. As a modest sample from September 2012 to December 2012, *The Times* published the following particularly pertinent articles: "Small Business Guide: When Couples Divorce But Still Run a Business Together"; "Kramer.com vs. Kramer.com"; "Want Your Marriage To Last? Marry in New Jersey"; "When Branches Tangle In A Stepfamily Tree"; "Til Death Or Twenty Years Do Us Part"; and "The Unbridled Shower: Celebrating Divorce." Media giants continue to

spotlight the “Baby Veronika” custody case, to be argued before the United States Supreme Court in April 2013.

Thriller Fans:

According to a 2010 Harris Poll, almost half of fiction readers turn to mysteries, thrillers and crime novels, and more women than men read these genres. Thriller fans searching for strong, female lead characters will enjoy discovering the unconventional Lucy Bennett and her Mat Ladies. Imagine Linda Fairstein’s prosecutor, Alex Cooper and Patricia Cornwell’s medical examiner, Kay Scarpetta, mixed with a good dose of Janet Evanovich’s, Stephanie Plum, and you have Lucy Bennett. Just like the others, Lucy and her team of lawyers confront complex and intriguing matters.

In the words of author James Patterson:

“Thrillers provide such a rich literary feast. There are all kinds. The legal thriller, spy thriller, action-adventure thriller, medical thriller, police thriller, romantic thriller, historical thriller, political thriller, religious thriller, high-tech thriller, military thriller. The list goes on and on, with new variations constantly being invented. In fact, this openness to expansion is one of the genre’s most enduring characteristics...”

The *Mat Ladies* series is a new creation within the genre: a family law thriller. For the first time, we’ve combined the passionate, brutal, heartrending world of family law with one of the most popular genres in fiction.

From Soccer Moms to the Ladies Who Lunch

Our book, featuring a team of smart, professional women, will undoubtedly attract women readers, both those who work at home and those in the paying workforce. According to the US Department of Labor, there are approximately 122 million working women over the age of sixteen in the United States. Our book highlights the office dynamics among women, rarely shown in a positive way. The camaraderie shared by Lucy and her colleagues is an integral part of our story. The idea of a team of women, working together, will appeal to those who have experienced it and inspire those who strive for it.

Women in their twenties will find a compatriot in Melissa, the Mat Ladies' young intern, who bumbles her way through her first weeks at the firm, but ultimately proves to be an asset. Women in their thirties and forties, trying to manage their personal and professional lives, will see themselves in the Mat Ladies as they fly down the highway, scouring forensic reports while scoring scones at Panera's. The upscale ladies of Greenwich will lay claim to Skippy Brockhurst. Long Island yentas will disavow the character, Felicia Kornblum, while secretly following her credo: husbands exist to make money, wives live to spend it. Grandmothers will align with Vivian Brockhurst, the powerful matriarch, or with the plainspoken Doris Fiske, or end up somewhere in between.

Lawyers, law students and the legal community

The legal community, including lawyers and their staff, judges, courthouse staff, law school students and faculty will enjoy the complexity of the story's main custody case and the realistic portrayal of the practice of law and the legal system. Those involved in this area of practice know what a difficult career choice it is and have learned that the only way to survive is to find some humor in it. This book allows them to do just that.

According to the American Bar Association, there are currently almost 1,120,000 lawyers licensed to practice law in the United States and approximately 150,000 law students. In addition, the American Association of Law Schools represents over 10,000 law school faculty members. Law students and law professors, sheltered from the "real world," will get to see what it's like in the trenches of divorce law. Students rarely get an honest look at the area of law they're considering and will appreciate that opportunity with the *Mat Ladies* Series.

Book Groups

The typical, traditional book group is a collection of readers, usually adult women, who meet regularly to discuss specific works. Our book will engage both the traditional and online book club audience. Book clubs seeking topics for spirited discussions will find them in *Mat Ladies*. Members will ask: Why would a smart,

beautiful woman stay married to a batterer? Why would a loving aunt leave motherless children in the hands of a stranger? Why would sisters who have shared everything hide their most important secrets from one another? And why would any sane woman choose to become a divorce lawyer?

COMPETITION

After an extensive search of legal fiction, we cannot find anything quite like the *Mat Ladies* series. While there are many non-fiction books on the topics of divorce and custody, such as self help-books, how-to guides and memoirs, we have yet to find another work of fiction where the heroine is a successful divorce lawyer, leading a team of women attorneys as they represent clients in difficult cases.

John Grisham and Scott Turow tell gripping stories about a variety of lawsuits and legal issues, tending to focus on criminal and tort cases involving major litigation. As a family law thriller, our book deals with an area of law that hits closer to home; readers with an insatiable appetite for legal thrillers will relate to the personal issues involved in our book, making it outstanding among legal dramas.

ABOUT THE AUTHORS

It's been a running joke that most of Long Island has her number on speed dial. This much is true: to beat your soon-to-be-ex to the punch, you'd better be the first to snag the best divorce attorney. That AV-rated attorney, Lynne Adair Kramer, gained her expertise in the field of matrimonial and family law through thirty years negotiating and trying complex matrimonial and custody cases in the suburbs of New York City. Her firm, comprised of fifteen females, was groundbreaking as the largest owned and operated law firm of women on Long Island, with its population of three million people.

As a member of the faculty at Touro Law Center, Jacob D. Fuchsberg College of Law, and former bar association president, she has lectured extensively in the areas of matrimonial and family law, as well as trial advocacy. Renowned for her skill as a trial

attorney, Kramer was selected to become the first woman trial practice professor at Touro Law Center.

Ms. Kramer is a graduate with distinction from Smith College, and earned her J.D. at Hofstra University School of Law. She is licensed to practice law in Virginia, the District of Columbia and New York, where she currently continues to work in the area of matrimonial law.

Kramer's involvement in community service comes not only from a genuine desire to help others, but from having been lassoed and hogtied into leadership positions by any number of charitable organizations. She has served on the Board of Directors of her temple, the Board of the Arthritis Foundation and as president of the Smith College Club of Suffolk County. Currently she is the president of the Board of the Suffolk YJCC, vice president of the Board of VIBS (Victims Information Bureau of Suffolk County, an agency dedicated to eradicating domestic violence) and a member of the Board of The Suffolk County Bar Association Charitable Foundation. For the last several years she has served as the chair of The National Jewish Sports Hall of Fame and Museum, presiding over the annual induction ceremony. Among the many famous athletes she has welcomed are Jay Fiedler, Billie Jean King, Ilana Kloss, Kerri Strug, Jon Scheyer, Ron Mix and Bill Goldberg.

As a two-sport college varsity athlete, Ms. Kramer has always been involved in athletic activities. During law school she obtained her officiating licenses and went on to officiate both high school and college level volleyball and softball games.

Ms. Kramer continues her athletic involvement to this day. She is an accomplished golfer, who competes in the WMGA (Women's Metropolitan Golf Association), and has volunteered at the U.S. Open at Bethpage Black and will again be serving in a volunteer capacity at the US Women's Open at Sebonack in 2013. She is also an active tennis player, with Ms. Mincer serving as her regular doubles partner.

Ms. Kramer has been married for over 35 years and she and her husband, Frederick Eisenbud (also an attorney) have two sons, Joshua and Benjamin, both of whom are graduates of Emory University. Benjamin has followed in his parents'

footsteps and is a prosecutor in the District Attorney's Office in Queens County, New York. Joshua is the head of operations at a hedge fund in New York City.

Jane D. Mincer, an attorney and real estate broker in New York, met Ms. Kramer as a fellow spectator on the cold, windy bleachers at their sons' Little League games. The more Ms. Kramer said to disparage the wretched field of divorce law, the more intriguing it seemed to Ms. Mincer, who was sure her friend exaggerated. After spending years as one of Ms. Kramer's Mat Ladies, Ms. Mincer conceded: it was a wretched field. She left divorce law behind and decided to write about it.

Ms. Mincer graduated with honors from Wellesley College and earned her J.D. at New York Law School. She is a New York State Licensed Associate Broker in real estate and serves as a director of the Huntington Chapter of the Long Island Board of Realtors. Her membership in the Fort Salonga Book Club began with its founding in 1985. *Mat Ladies* will be the 280th book on the club's roster.

Jane and her husband, Larry, attribute their long marriage to sheer luck and the desire to annoy everyone at their old high school who said it wouldn't last. Their children work in the arts, Kate as a costume designer for theatre and Ted, as a graphic designer at Larry's software firm. Jane and her family enjoy tennis, skiing, hiking, sailing and traveling.

WHY WE ARE THE BEST PEOPLE TO WRITE THIS BOOK

Aspiring writers are always advised to write about something they know. Having spent over thirty years owning and operating the largest woman owned law firm in the Long Island community of three million, no one knows matrimonial and family law better than Lynne Adair Kramer.

Her career has included:

- Trying and negotiating major divorce and custody cases on Long Island and in New York City
- Handling over five thousand divorce and family law cases over the course of her career

- Teaching Family Law, Trial Practice, Advanced Trial Practice and Interviewing, Negotiating and Counseling at Touro Law Center, Jacob D. Fuchsberg College of Law in New York
- Creating the first Court Observation Program for first year law students in the United States, which program was spotlighted in *The Chronicle of Higher Education*
- Lecturing to members of the judiciary on a variety of family law topics
- Appearing on TV and radio as an expert in family law and domestic violence
- Being interviewed and quoted on family law issues in *The New York Times*, *Newsday* and the *New York Law Journal*, in which many of her cases have been reported
- Being elected and serving as the second woman president of the Suffolk County Bar Association serving more than 3,500 members
- Being elected and serving as president of the Nassau Suffolk Women's Bar Association
- Serving as the chair of the Matrimonial and Family Law Committee of both the Suffolk County Bar Association as well as the Suffolk County Women's Bar Association

Jane D. Mincer, an attorney licensed in New York and New Jersey, was one of Lynne Kramer's Mat Ladies for several years, working with numerous clients on their divorce and custody matters.

PUBLICITY AND MARKETING

As a trial attorney and a well-known figure in a variety of New York circles, Ms. Kramer has spent much of her adult life on stage. She is equally comfortable addressing small groups and groups as large as several hundred, something she has been frequently called upon to do. Networking is second nature to her. It was the combination of her

talent and marketing skills that resulted in her building one of the largest and most successful divorce firms in the metropolitan area.

The co-authors have purchased the domain names necessary for creating and maintaining a *Mat Ladies* website. In addition, they are prepared to blog on the topics related to their book. Their efforts will include use of all social networking outlets to attract and connect with their audience.

As active members of their respective neighborhood book clubs, the co-authors host meetings and have friends in other such clubs across the country. Members of their book club network constantly share ideas for the next 'good read' and eagerly promote the works of authors within their fold.

The co-authors both attended women's colleges and are members of alumnae clubs with sizable memberships, Wellesley with approximately 37,000 alumnae and Smith College with over 40,000. Both schools have quarterly magazines, sent out both in print and digitally, with stories featuring alumnae-authors and their works. Wellesley and Smith alumnae clubs have established book clubs across the country. The co-authors intend to make use of these platforms.

As a member of the full time faculty at Touro Law Center, Lynne Adair Kramer has a rare advantage for a writer: the center has an entire development department dedicated to marketing and publicizing the works of the Touro Law Community, and in particular, its faculty. The center's Vice Dean for Development has already committed to bringing the department's resources to bear in publicizing this work upon its acceptance for publication.

Available Local Venues

As President of the Suffolk Y Jewish Community Center, Ms. Kramer has the ability to arrange speaking engagements at the facility, which has daily traffic of over 1,000 people. Its membership exceeds 3,500 units and 'the Y' publicizes its speakers, both on the internet and in hard print. The auditorium seats over 500 people. Additionally, Ms. Kramer has the ability to make arrangements to speak at other JCC'S, both in New York and nationwide.

Ms. Kramer has chaired the Annual VIBS Book Luncheon since its inception. This event has become more and more well-known on Long Island over the last several years. Linda Fairstein, Jeannette Walls, Alyson Richman and Pulitzer Prize winner Jennifer Egan are among the authors who have keynoted the luncheon. VIBS would be delighted to have its chairperson serve as the speaker at this event, which has been held at popular venues such as Oheka Castle and at The Mansion at the Woodlands.

Touro Law Center regularly hosts conferences and speaking events for lawyers, politicians and authors, among others. The school is always eager to publicize the work of its faculty members. The auditorium accommodates 500 guests.

The Suffolk County Bar Association, in conjunction with its educational arm, The Suffolk Academy of Law, hosts a variety of speakers throughout the year. These events are publicized among the now 3,500 members of the bar association. The director of the academy has already confirmed that the association would host and publicize a speaking engagement and book signing by its past president, Lynne Adair Kramer.

The Book Revue in Huntington, New York is one of the largest independent booksellers in the United States. The store schedules appearances for a regular stream of authors, who publicize and autograph their works. Among those who have had events at the Book Revue are: Hillary Clinton, Bill Clinton, Madeleine Albright, Whoopi Goldberg, Doris Kearns Goodwin, Jodi Picoult, Sydney Sheldon, Gloria Steinem, Dennis Lehane and J.K. Rowling. Because of her various contacts and relationships, Ms. Kramer has been advised that an appearance can be arranged for her and her co-author at the Book Revue.

National Venues:

To coincide with publication, we plan to approach national venues whose audiences have already demonstrated an interest in the topics highlighted in our book. Sample venues, along with titles of recent relevant episodes or articles, include:

- *The View*: "Sesame Street Tackles Divorce"; "Woman Don't Marry Their Best Sex"

- National Public Radio: “The Impossible Juggling Act: Motherhood and Work”
- Oprah: “How to Talk to Your Kids About Divorce”; “The Untold Damage to Children of Divorce”
- CNN: (the chief legal correspondent is a friend of co-author Lynne Kramer) “Indian Family Protections Law Central to Emotional Custody battle”; “Why Abused Women Stay in Bad Relationships”; “When A Friend Won’t Walk Away From Abuse”
- Reuters: “Double the Trouble When Divorced Parents Get Old”; “Pakistani Women Turn to Once-Taboo Divorce to Escape Abuse”
- Cosmopolitan: “The Hidden Danger of Break-Ups”; “Why Marriages Fail; How Not to Marry the Wrong Guy”
- Ladies’ Home Journal: “Is the Road to Happiness...Divorce?”; “The Face of Domestic Violence”

ENDNOTE:

Schlepping and schmoozing. The Mat Ladies know what it takes to get the job done and will use their talents to make their book as successful as their legal careers.

INSTRUCTIONS
FROM PUBLISHER
FOR
BOOK PROPOSAL

June 20, 2014

Professor Lynne Kramer
Touro Law Center
Central Islip, NY 11722
Lkramer@tourolaw.edu

Dear Lynne:

Thank you for inquiring about submitting a proposal for a Law Practice Management product to LexisNexis. As we discussed, we would like to to a written proposal outlining the work. It is most helpful if your proposal includes the following:

- (1) Description of the authors' approach (cases, problems, reader, etc.) and how the approach will differ from and/or be better than the competition; Please include pedagogy, learning goals, and how you think the course would benefit from the materials you propose;
- (2) Information about the intended market (number of schools that offer the course, enrollment numbers, is the course offered every semester, etc.);
- (3) Analysis of competing works and of how your materials fill a gap in the existing offerings and/or address educational needs not currently being met (or if no competing books are available, describe what professors are using for the course);
- (4) Information about ancillary material suitable for electronic delivery including PowerPoint slides, multimedia content suitable for simulations and other uses, electronic content to include in our Coursebook Support Community pages, forms that can be automated (by LN), as well as any other materials suitable for inclusion in an electronic book
- (5) Detailed table of contents;
- (6) Sample chapter or two (the entire manuscript, if available);
- (7) Resume or biographical information of the author(s);
- (8) Anticipated length of the book;
- (9) When the author intends to submit manuscript; and
- (10) A description of the contents and approach in the accompanying Teacher's Manual.

Please send the proposal materials by email or to my attention at:

LexisNexis
201 Mission Street, 26th Floor
San Francisco, CA 94105

If you have any questions, please do not hesitate to contact me by telephone at 415-908-3270 or e-mail at mark.wasserman@lexisnexis.com. I look forward to receiving your proposal.

Sincerely,

Mark Wasserman
Sr. Director,
LexisNexis Law School Publishing

BOOK PROPOSAL

FOR

LAW TEXT

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BOOK PROPOSAL

SOLO AND SMALL PRACTICE LAW OFFICE MANAGEMENT

Overview:

The idea for this book grew out of frustration. The authors, who teach at a law school, were unable to find a Law Practice Management textbook that was suitable for preparing students to open solo and small-firm practices after graduation. Many of the existing texts were out of date--often more than 10 years old--and were missing important information about the newest technologies for timekeeping, billing, research, etc. Other texts lacked the kind of substantive, hands-on skills training that is important to provide to students before they begin to practice law on their own. The authors checked with other colleagues who taught Law Practice Management and learned that those professors shared their frustration of being unable to find a suitable textbook. Thus, the idea for this project was born.

The market for this textbook is large: Not only do the majority of U.S. law schools offer Law Practice Management courses, but the majority of state bar

associations also offer continuing legal education classes in this field. This statement is based on our research project last summer; please see the attached breakdown of the U.S. law schools and state bar associations that do and do not offer these classes.

The authors' approach to teaching Law Practice Management is innovative. Prior to becoming full-time law professors, both authors started solo and small-firm law practices and ran them successfully for many years. Neither took a Law Practice Management course at law school because none were offered; as a result, the authors were forced to figure out through trial and error what to they should do and not do to start, build, and nurture their successful practices—as well as how to keep those practices from imploding when danger loomed.

Based on their experiences, the authors believe that the best way for students to understand how to create and manage a law practice is to require those students to create and manage one. The proposed textbook will serve as a hands-on guide for students as they create a simulated law firm, set up the systems and hire the personnel necessary to run it successfully, and try to avoid the many pitfalls that face the solo and small firm practitioner.

This text will include many practical assignments that require students to tackle the kinds of tasks they will encounter when opening an actual law office. The materials will ensure that the students have not only considered the issues that they must address in practice, but also understand those issues as a result of actually handling them in a simulated law firm. This approach differs from that of other textbooks, which teach students what to do and encourage them to discuss it, but do not provide substantial hands-on training to assure that the students attain mastery of the skills. (This difference

in approach is akin to teaching carpentry students how to build a house by providing them with a textbook containing instructions, theoretical underpinnings, and questions for discussion—but little or no hands-on training or apprenticeship.) The authors’ method of teaching Law Practice Management provides a much-needed “apprenticeship,” of which their textbook is an integral part.

In addition, this textbook will include a detailed teachers’ manual designed to make it easy for the professor—even one who has never opened and operated a law firm—to lead students through the process and mentor them.

The materials to be provided in this textbook include:

- Office set-up checklists
- Purchase and lease agreements
- Client intake sheets
- Retainer agreements (a/k/a letters of engagement)
- Letters of non-engagement and letters of disengagement
- Billing and timekeeping options
- Sample motions and orders to show cause to be relieved
- Closing statements
- Sample response to a grievance

This book will be suitable for use in law school courses, paralegal programs, continuing legal education programs, and as a stand-alone aide to seasoned attorneys who are seeking to leave large- or mid-size firms, government service, public service, or positions as in-house counsel to start their own solo or small-firm practices.

Additionally, this text will be accompanied by a digital library of forms that may be sold

separately to students and practitioners. The authors are also developing spinoff CLE programs of one-day and multi-day sessions based on this text and the digital forms.

An outline of the textbook is attached to this proposal.

AUDIENCE INFORMATION:

It is our belief that law schools have been adjusting their course offerings to reflect a more practice-oriented mindset, as a result of which there will be a great audience for our work. The following list confirms this belief:

COMPENDIUM OF LAW SCHOOL COURSES IN LAW PRACTICE MANAGEMENT AND RELATED TOPICS

LAW SCHOOLS OFFERING SOLO/SMALL FIRM COURSES

1. **University of Akron (Akron Law)**
 - Law Firm Administration (2-3 cr)– This seminar will provide students with a comprehensive view of all the areas a solo and small firm practitioner will need to plan . . .
2. **University of Alabama School of Law**
 - None available
3. **Albany Law School**
 - None available
4. **American University Washington College of Law**
 - None available
5. **Appalachian School of Law**
 - Law Office Practice (4 cr) – Provides grounding in lawyering skills in several areas: legal drafting, interaction with clients, and the management of a small law office. The legal drafting component emphasizes the drafting of transactional documents, e.g., various types of contracts, rather than litigation documents. The course includes practice exercises simulating work with clients and the other parties on business transactions. Topics covered in the office management component include: structure of law firms; financial issues (including compensation, billing, fees, and trust accounts); business development (marketing and advertising); law practice tools; and personnel, office, and operational issues.
6. **University of Arizona –James E. Rogers College of Law**
 - None available

7. **Arizona State University – Sandra Day O’Connor College of Law**
 - None available
8. **Arizona Summit Law School (Formerly Phoenix)**
 - General Practice Skills (4 cr) – One-semester course exposing students to the realities of practice in a small law firm setting. Students will gain transactional experience in the broad and diverse range of topics typically encountered in the context of this practice.
 - Law Office and Client Management (2 cr) – This course considers the skills, information, and methodology necessary to be part of and to operate a law firm. Emphasis will be given to client-centered law practice and to interpersonal skills within the law firm. Topics also include law office economics, organization of the law office, location of the law office, personnel matters, and computers, with extensive discussion of ethics and professionalism.
9. **University of Arkansas School of Law**
 - None available
10. **University of Arkansas School of Law at Little Rock**
 - None available
11. **Atlanta’s John Marshall Law School**
 - Law Office Management (2 cr) – Survey of the practical aspects of managing a law office, including setting up a law practice, dealing effectively with clients, billing procedures, case handling procedures, and efficiently using staff. Guest speakers present information on a variety of typical small office cases, such as bankruptcy, domestic relations, and basic trial procedures. (Limited to 25 students).
12. **University of Baltimore – School of Law**
 - Law Firm Management (2 cr) – Provides practical information for the new lawyer to better understand the business aspects of the practice of law. Course topics include basic systems necessary for operation of a small or medium law firm, as well as personnel, marketing and client retention matters.
13. **Barry University – Dwayne O. Andreas School of Law**
 - Law Office Management (3 cr) – School does not provide course descriptions.
14. **Baylor**
 - None Available
15. **Belmont University – College of Law**
 - Law Office Management, Practicum (2 cr) – This course focuses on the management of a small law office. Topics include: structure of law firms; financial issues (including compensation, billing, fees, and trust accounts); business development (marketing and advertising); law practice tools; and personnel, office, and operational issues.
16. **Boston College Law School**
 - None Available
17. **Boston University School of Law**
 - None Available

18. **Brigham Young University – J. Reuben Clark Law School**
- Law Office Management – This course is designed to introduce law students to issues that arise in the private practice of law. The underlying thesis is that a law office is a business, and that success in private practice is as much a function of effective management as it is a function of mastering substantive legal knowledge. The course looks at the organization of the law firm: the partnership, the professional corporation, and the proprietorship including the partnership or shareholder agreement. The roles of partners/shareholders and associates will be addressed, particularly with respect to income production and compensation. One segment examines non-lawyer personnel: secretaries, paralegals, and other employees. Another segment addresses the law office itself: equipment, library, layout and design, supplies, and furniture. An important aspect of any office is the effectiveness of its systems, both substantive and administrative, and the class will study how to implement such systems. The course will emphasize practical information as opposed to theoretical concepts.
 - Solo & Small Firm Practice – Skills required to build a solo or small firm law practice. Topics include locating and equipping the law office, building a client base, managing time, fee management, specializing, managing administrative staff, ethical standards, and creating relationships with other participants in the legal system.
19. **Brooklyn Law School**
- Solo Practice Workshop (2 cr) – Opening your own law practice, whether immediately upon graduation or at a later stage in your legal career, can be a very rewarding and satisfying experience. It also brings with it many potential pitfalls and stressors, some of which are unique to solo practice. Students will learn the necessary framework and procedures for successfully opening and growing a law practice. Topics to be explored include client development, developing competence in the practice of law, and the nuts and bolts mechanics of running a successful law practice.
20. **University of California – Berkeley Law**
- None available
21. **University of California – Davis School of Law**
- None available
22. **University of California – Hastings College of the Law**
- Law Practice Management (3 cr) – This course explores the fundamentals of for-profit law practice management. We canvass issues associated with the organizational design and operation of solo law practices and multi-lawyer arrangements, covering topics such as: entrepreneurialism and professional role; the mechanics of building a successful solo practice; organizational theory; informal coordination among lawyers (“ad hoc firms”); and multi-lawyer firm organizational structures, governing documents, risk management, project management, technology, and growth.

23. **University of California – Irvine School of Law**
- Applied Lawyering and Law Practice Management (3 cr – 30 seats per class) – This course will introduce you to the skills of managing a law practice and provide you with the tools that you will need to succeed in the practice of law. The skills that you will be introduced to in this course will be honed throughout your legal career, whatever type of practice you choose. This is an opportunity for you to analyze and manage real-world considerations that law firms and the individuals in those firms face every day. You will work together in law firms of 3-5 partners, each of whom has been practicing for three years. You will establish your law firm (located in California) at the end of the first class and designate a "managing partner" to serve as firm liaison to me. As in a real law firm, the "partners" make the management decisions and live with the results. Accordingly, each member of the firm is responsible for the quality of the firm's work product. In the event that a partner is expelled from a firm he/she will operate as a sole practitioner for the remainder of the semester, completing all assignments individually.
24. **University of California – Los Angeles School of Law**
- Transition to Small and Mid-Sized Practice (2 cr) – The main focus of this class will be to prepare students to “hit the ground running” should they choose to work in a smaller law practice or even start their own practice. Regarding litigation, the class will cover all aspects from client retention, case evaluation, and trial, including ethical considerations related to each phase of a litigation matter. As for transactional work, the class will address those issues unique to smaller corporate practices and include guest speakers who previously worked as transactional lawyers in large firms but then transitioned into a smaller practice. The class also will address perspectives from judges and corporate clients regarding smaller law practices.
25. **California Western School of Law**
- Practicing Law: Successful Strategies – A majority of attorneys practice law alone or in small law firms. This course demystifies "the practice of law" and familiarizes the student with practicalities including obtaining clients, funding the practice, managing the practice, selecting staff, methods of dividing profits and motivating staff, client relationships, choosing a location and equipment, finding appropriate insurance, and billings and collections, to name a few. It will also impart concepts of finding personal fulfillment in the profession.
26. **Campbell University – Norman Adrian Wiggins School of Law**
- Law Practice Management – website does not offer description.
 - Start Your Own Law Firm – website does not offer description.
27. **Capital University Law School**
- Managing Your Law Practice (2 cr – limited to 25 students) – This course is designed to provide a basic overview of the business and professional issues facing the new law graduate who intend to practice as a solo practitioner or in a small law office. Most of the topics covered also will

be relevant for students who intend to practice with larger law firms, government agencies, or corporate law departments.

28. **Case Western Reserve University School of Law**
 - Website does not provide course catalog
29. **The Catholic University of America – Columbus School of Law**
 - Starting and Managing a Solo Law Practice – This course will provide hands-on instruction for establishing and maintaining a successful solo law practice. You will learn and apply the requirements needed to set up a law practice and the practical aspects of law firm management. Throughout the course, you will create Articles of Organization, a marketing plan, client letters and a cash flow budget for a law office. The course will also pay particular attention to the Rules of Professional Conduct and the requirements of the Attorney Grievance Commission. A discussion of why it is important to distinguish the law as a profession and not simply a business endeavor will conclude the seminar.
30. **Chapman University – Fowler School of Law**
 - None available
31. **Charleston School of Law**
 - Law Practice Management and Economics (3 cr) – This upper level comprehensive seminar course is devoted to economics of practicing law, with a special emphasis on how to start and build a law practice.
32. **Charlotte School of Law**
 - Law Firm Economics (2 cr) – Students learn both the practical aspects of how a law firm profits as well as the larger works at forces driving the recent and historic change in the costs and provision of legal services.
 - Law Office Management (1-2 cr) – Considers the skills, information, and methodology necessary to both be part of and to operate a law firm.
 - Small and Solo Firm Practice (2 cr) – This course is designed to assist the students in making the transition from law student to active practitioner, no matter what your initial practice choice might be.
33. **The University of Chicago – The Law School**
 - None available
34. **Illinois Institute of Technology – Chicago-Kent College of Law**
 - Law Practice Management (2 cr) – This course will provide practical education on business skills that help achieve success for lawyers, whether the student intends to work in a small or large firm, own a firm, or take a position in a corporate or government legal department. It focuses on recent trends and challenges of the legal industry. Designed to prepare law students for the realities of the practice of law.
35. **University of Cincinnati College of Law**
 - None available
36. **City University of New York School of Law**
 - None Available
37. **Cleveland State University – Marshall College of Law**
 - Law Practice Management (3 cr) – This is a course in the substantive, procedural, professionally responsible, and practical aspects of operating a

small to medium size law office. The course is designed to present students with the knowledge and skills to operate a small law practice properly and responsibly.

- Solo Practice Incubator – The Incubator will house tenants in state-of-the-art, newly constructed office space, to which they will have 24-hour secure access. Each tenant will establish his or her own private law practice, and the practices will be legally distinct from one another. Tenants are free to serve any client population they choose and engage in any area of law practice. They will develop their practices as they would under other circumstances, under their own direction and at their own expense.

38. Colorado Law – University of Colorado Boulder

- Law Practice Management – Studies the establishment of a solo or small-firm legal practice. Topics include the business structure (PC, LLC, etc.) office systems, marketing and development, staffing, liability insurance, managing time, technology, and billing.

39. Columbia Law School

- Law Firm Financial Management – This course will provide you with structures for understanding and analyzing law firms and management & legal industry dynamics; with tools to interpret the financial implication of managerial actions; and with frameworks that can serve you practically and substantially well into your careers.

40. University of Connecticut School of Law

- The Business of Law (3 cr) – The goal of this course is to introduce students to fundamental aspects of the business of law. This course will teach students about building a practice, law firm economics, client service, practice management, project management, and team management.

41. Cornell University Law School

- Law Practice Technology (1 cr) – Technologies in the practice of law. The focus will be smaller to mid-sized law firms but there will also be some discussion on large practice groups. Tools for client management, electronic discovery, and document management will be analyzed. Ethical issues relating to proper use of technology and data management will be discussed. Electronic communications and social networking tools will also be explored.

42. Creighton University School of Law

- Law Office Practice and Management (2 cr) – This course provides basic information and training on how to start and market a law firm, create and monitor both the attorney's accounts and case files, how to successfully maneuver around a courthouse and use its many resources, and how to use law office technology to effectively and ethically manage the business and practice of law. This course

43. University of Dayton, Ohio – School of Law

- Law Practice Management (2 cr) – This course is designed to develop professional judgment skills in the area of law practice management with

an emphasis on the small or solo law office. The areas of study will include legal professions trends, products and services, case planning, fee contracts, fee arrangements, common ethical complaints and methods to avoid them, civility in the profession, marketing and promotion of legal services, firm performance evaluation, financial analysis of the firm, strategic planning, modern law office technology, use of law clerks and paralegals, pro bono obligations, and human resources management.

44. University of Denver – Sturm College of Law

- Applied Leadership and Management Theory (3 cr) – This course is designed to provide the student with an understanding of the importance of effective leadership and management in the workplace. Students will learn the tools necessary to manage conflict, build strong teams, function as a team, manage performance, create and maintain a positive work environment, and motivate others.
- Court Case Flow/Load Management (2 cr) – This course is designed to provide the student with the fundamental principles of managing an effective case management system. Students will learn the importance of an efficient case flow management system, the history of case management, electronic case filing, civil and criminal rules of procedure, case assignment, quality assurance and time standards and major case, records management and reporting systems, strategies necessary to gain judicial support, leadership and cooperation to effectuate effective case flow management practices, and improve judicial performance as it relates to the disposition of actions.
- Law Firm Administration (3 cr) – This course informs the student of the fundamental principles, elements and day-to-day operational processes of law office management. Topics covered in this course include law office culture, law firm organization, succession planning, practice areas, client communication flow, collection challenges, and understanding and working with law office timekeeping, accounting, and billing systems.
- Law Firm Financial Management (2 cr) – This class has a primary emphasis on financial management and the basis of business decisions required in a law firm. Some of the material presented has application in the courts. This class provides some foundational knowledge and skill in accounting principal and practices.
- Law Firm Information Technology Management (2 cr) – This class provides a review of the application of computer technology to law office management and court administration. This includes computer basics; needs analysis; fundamental and advanced software applications; networking and telecommunications; the consultant's role; selection of equipment and services; and managing automated systems.
- Leadership and Management in the Practice of Law (2 cr) – This course will provide an introduction to key leadership and management issues in the practice of law. We will examine the responsibilities and challenges of those who occupy leadership roles in the public, private, and non-profit sectors. Focusing on strategic leadership, personal leadership and

operational leadership, the goal of this course is to provide both a theoretical foundation and practical skills to help students understand the hallmarks of skillful leadership and management.

- Legal Practice Seminar: Law as a Business (2 cr) – This course provides an overview of the business functions of a law practice. Students learn how effective law practice administrators and managers base policy and management decisions on a comprehensive understanding of the law firm as a complex and interdependent equation. (3 credits) Offered in the Spring and part of the Solo or Small Practice Management Certificate program.
- JD/MSLA Law Firm Administration – Dual degree
- Solo and Small Practice Management Certificate

45. DePaul University College of Law

- The Business of Lawyering – This course will address topics bearing on the business aspects of the practice of law including the economics of practice, establishing an office, client development, hiring support staff, affiliating with other lawyers, etc.

46. University of Detroit – Mercy School of Law

- Law Firm Program: Small Firm Practice (3 cr) – This department of the Law Firm Program will focus on the types of cases and clients encountered by a small firm practitioner. The class will include issues such as simple real estate matters; District Court practice (civil and criminal); setting up a corporation and business organizations; the use of forms; and other small firm matters.

47. University of the District of Columbia – David A. Clarke School of Law

- Law Office Management (2 cr) – This course is designed to help soon-to-be solo practitioners and attorneys in smaller firms, bridge the gap between studying law and practicing law. The class is designed to cultivate proficiency in two practical areas of attorney development, which are typically learned over time rather than formally taught: (A) how to actually practice law, and (B) how to build and manage a law practice. The course covers topics such as how to get started, where to locate a law firm office, how to get your office equipped, how to secure clients, how to set fees, and detailed information about the nitty-gritty of running a small firm. While particularly relevant to solo practitioners and associates at small firms, the concepts discussed in this course will benefit new attorneys in all types of private and public sector organizations.

48. Drake University Law School

- Law Office Management (2 cr) – This course provides the information and resources to assist a new lawyer in opening a solo law practice or joining a small group of lawyers in private practice. Students will learn how to select a business entity, create a working office, create a plan for business development, and prepare to meet the practical, legal and ethical challenges to becoming a successful private practice lawyer.

49. **Drexel University School of Law**
- Starting and Managing a Law Practice (2 cr) – This course is designed to equip students with the knowledge, skills, and resources required to establish or manage a law firm. Topics will include marketing, office management, case management, and ethical considerations.
50. **Duke University Law School**
- None available
51. **Duquesne University School of Law**
- Lawyering Skills (2 cr) – The course is divided into a nine-week segment that will provide an overview of law firm structures and the business of practicing law, followed by a three-week specialty segment, where students will break into specialty subject groups that include Civil Litigation Practice, Practice, and Business Law Practice. The final two weeks of the course will be devoted to solo law practice and student reflection on their learning experience.
52. **Elon University School of Law**
- Law Firm Management (1 cr) – This course will acquaint students with the data and skills necessary for delivery of legal services today and in the future. Topics and skills addressed include management theory and techniques, interviewing, counseling, negotiations, systems analysis and design, technology and professional responsibility.
 - Advanced Legal Research: Research for Lawyers in Public Interest and Small Practices (1 cr) – This skills course will train students to perform effective research with resources that have low or no direct cost to the user, primarily books and free online sources. Special classes may include trips to state or other public law libraries, and a class with attorneys who function under the restraints that the course presumes the students will face.
53. **Emory University School of Law**
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54. **Faulkner University School of Law**
- Small Office Practice – These courses equip the aspiring general practitioner to handle a wide variety of criminal and civil matters for individuals and small businesses. Importantly, general practitioners must recognize when clients should be referred to legal specialists.
55. **University of Florida – Levin College of Law**
- Law Practice Management (2 cr) – Course covers topics such as the law firm as a business, practical skills in the practice of law, expanding practice through client and professional development, and ethical and professionalism responsibilities.
56. **Florida A&M University – College of Law**
- Law Office Management (2 cr) – An introduction to management of a law practice. This course will develop concepts related to four areas – business management, practice management, client management and life management. In the area of business management, students will be exposed to business start-up considerations, including choice of entity,

financing, bookkeeping and trust accounting. In the area of practice management, the students will cover administrative and substantive systems, including conflicts of interest, docket management, form files and employee management.

57. Florida Coastal School of Law

- Law Practice Technology and Management – The methods of practice management covered in this course will apply to a broad spectrum of students interested in both traditional and technology-enabled law practice. The course covers more traditional topics such as accounting and taxation issues which are directly relevant to the business of practicing law, human resource management issues, and how to develop a viable marketing strategy. Students will be required to complete a business plan for a law practice that integrates one or more methods of online legal service delivery discussed in the course, which is the major outcome of the course. Students will participate in a simulation of a virtual law practice. This course is also suitable for recent graduates of law school who are planning to go directly into private practice as a solo practitioner.
- Lawyers as Entrepreneurs – This course is designed to help students understand and learn skills required to start an innovative law firm or other entrepreneurial legal enterprise. The course focuses on building new business models for legal enterprises and trains students how to evaluate the feasibility of new ways of delivering legal services. Empirical data on successful entrepreneurial ventures is introduced to the students as a method for benchmarking the creation of entrepreneurial enterprises.

58. Florida International University College of Law

- Law Firm Management (2-3 cr) – This course focuses on all aspects of the formation, management, development and growth of a law firm, forms of partnership, licensing requirements, insurance, human resources and employment practice.

59. Florida State University College of Law

- Law Practice Management (2 cr) – This course examines the many issues relating to the successful practice of law, whether as a solo, small, mid-size or large law firm practitioner. Possible areas of focus include: risk management (e.g., calendaring, conflicts of interest); creation and handling of trust accounts; ethical and professionalism issues, including those relating to fee sharing and advertising; how billing occurs (e.g., contingency or retainer and the handling of bill disputes); various approaches to compensation of lawyer personnel; familiarity with financial balance sheets; the logistics of opening a law practice (e.g., securing office space, choice of entity form such as an S corporation, malpractice insurance); dissolution considerations; benefits and uses of particular forms of technology in law office management; business plans; business/client development and retention skills; and selecting and working with experts and consultants.

60. **Fordham University School of Law**
- Law Firm Marketing (3 cr) – In this course you will learn to develop marketing and business development techniques that will help you land a job, market yourself to clients, and kickstart your own firm. We will use Harvard Business School case studies and have guest lecturers from successful solos to BigLaw.
 - Law Firm as a Business (2 cr) – In the course, students will learn how to think critically about business trends that affect the legal profession, law firms and your own career.
61. **George Mason University School of Law**
- Law Practice Management (2 cr) – This course is intended to give students who intend to enter private practice the basic foundation in the business aspects of law necessary to enable them to operate their own practice or to become a financially productive member of a firm. The course will expose students to all aspects of the administrative and business side of a law firm whether the student wants to hang out a shingle or become a partner in a medium to large size firm. It will acquaint students with the practical and ethical issues surrounding billing, trust accounts, and collections; marketing for lawyers; and client interactions from the initial consult to conclusion of the representation.
62. **Georgetown University Law Center**
- None available
63. **The George Washington University Law School**
- None available
64. **University of Georgia Law**
- Solo and Small Firm Practice (2 cr) – This course provides a roadmap for the new lawyer to establish a solo law practice or to join with other lawyers in creating or expanding a small law firm.
65. **Georgia State University College of Law**
- Fundamentals of Law Practice (clinic) – Learn practice skills and ethical decision-making through simulating the work of a small, general practice law firm. Course work includes simulation exercises and actual client representation of domestic violence victims in Cobb County.
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66. **Golden Gate University School of Law**
- Operations Management (3 cr) – Introduces operations as a functional area of management and explores its links with other key functional areas of the firm. Students will learn about the acquisition and allocation of resources, product and process design, process improvement techniques, supply chain and materials management, operation of the production system, and technology deployment to support and improve the entire value chain. Both manufacturing and service systems will be explored. Students will be introduced to contemporary operations management issues, such as just-in-time systems, flexible production systems, agility, mass customization, process reengineering and quality management programs.

67. Gonzaga University School of Law

- Law Practice Management (2 cr) – This course is designed to introduce students to the various components of operating a law practice. Areas of study include the public's perception of the legal profession, legal profession trends, small law office survival, products and services, office accounting, case planning, fee contracts, fee arrangements, common ethical complaints and methods to avoid them, civility in the profession, marketing and promotion of legal services, firm performance evaluation, financial analysis of the firm, strategic planning, modern law office technology, use of law clerks and paralegals, pro bono obligations, and human resource management.

68. Hamline University School of Law

- Business of Lawyering (2 cr) – The private practice of law is a business, and new lawyers--in both small and large law firms alike--must understand the law firm business model and operations in order to thrive. This course will introduce students to the elements of a successful law practice: choice of business entity, business and financial planning, billing and collection, space, staffing, technology, marketing and client relations. Special attention will be given to the challenge of starting a solo or small firm practice.

69. Harvard Law School

- Legal Profession - The New Market for Personal Legal Services: Ethical and Professional Challenges (3 cr) – Whether in solo, small firm or not for profit legal aid offices, new modes of serving clients of modest means offer promise of expanded access to legal advice and assistance but also pose ethical and professional challenges for the personal service bar. In addition to a focus on the law and ethics of the profession, we will consider practical issues such as law practice management, developing a sound business plan, participating in referral services, assuring service quality, assessing the outcome and cost-effectiveness of different approaches to service delivery, understanding typical legal needs of people of modest means, and assuring that prospective clients/consumers of legal services understand the service options available to them.
- Management and Leadership Skills for Lawyers (1 cr) – Attorneys can – and should – develop management and legal skills from their very first day in practice. As your legal career advances, in the future you may be entrusted to run a government agency (or an entire government), a law firm, a non-profit organization, a company's in-house law department, a court system, or a smaller division of any of these. We will study the various challenges and keys to success that face managers and leaders, with a special eye to ways in which lawyers are unique and face special challenges when serving in those roles.
- Understanding Law Firms as a Business (3 cr) – This course aims to help law students understand the fundamental strategic, operational and human components of contemporary law firms so that they are better equipped to handle the demands of a rapidly changing legal marketplace. The class

sessions include interactive lectures, business-school case discussions, and hands-on exercises designed to provide students with practical skills they can use throughout their careers.

70. University of Hawai'i Mānoa – William S. Richardson School of Law

- None available

71. Hofstra University – Maurice A. Deane School of Law

- Law Practice Management (2 cr) – A seminar devoted to the ethical, legal and business considerations in forming and running a law firm. Students will analyze complex fact patterns based on real and hypothetical scenarios that arise in the day-to-day life of managing a law firm.
- Ethics and Economics of Law Practice (3 cr) – This course covers the economic and ethical issues surrounding fees for legal services, including: the history of legal fees; provisions in the New York Code of Professional Responsibility, the ABA Model Rules of Professional Conduct, and other sources regarding legal fees; methods of charging for legal fees; advertising legal fees; pro bono work and government-funded legal services; the prohibition on sharing legal fees with nonlawyers; misconduct that can lead to denial or disgorgement of legal fees; rationales for prohibiting contingent fees in criminal defense matters but permitting them in civil matters; and related topics.

72. University of Houston Law Center

- None available

73. Howard University School of Law

- Contemporary Developments: Law Practice Management (2 cr) – TBA
This course introduces students to the business aspects of the legal profession including the marketplace for legal services in today's economy. The topics addressed will include: forms of law practice (including non-traditional alternatives), strategic planning, client development (marketing, client intake, conflicts), law office management, financial accounting, and risk management. Each student will create and present a business development and practice management plan. The goal of the course is to give each student a running start with a business development plan and specific strategies for developing their practice, regardless of the type of the substantive area or environment in which they choose to practice.

74. University of Idaho College of Law

- Law Practice Management (1-2 cr) – Topics in the business of law practice, including accepting and billing clients, managing case files and client trust accounts, making business arrangements, and managing human, physical, and financial resources.

75. University of Illinois College of Law

- Small Firm Practice-Champaign – This course will examine how lawyers in solo practices and small firms (five lawyers or less) create and operate such firms. This course is designed for students interested in eventually working in such firms. This course will feature a number of panel discussions with successful solo and small firm practitioners. This course

will address: 1) the personal characteristics needed to succeed in small firms; 2) creating a firm business plan; 3) financial, operational, and technological aspects of solo and small firm development; 4) how to market a solo or small firm practice; and 5) ethical and professional responsibility aspects of a solo or small firm practice.

76. **Indiana University Bloomington – Maurer School of Law**
 - None available
77. **Indiana University – Robert H. McKinney School of Law**
 - None available
78. **Facultad de Derecho Universidad – InterAmerican De Puerto Rico**
 - Website in Spanish
79. **The University of Iowa College of Law**
 - The Legal Profession (1-3 cr) – This course explores various aspects of the history, structure, organization and function of the legal profession. Students will explore effective practice strategies, as well as ethical and practical challenges of legal practice in different settings, including working for judges; working in small and big firms and in solo practice; working for corporations; working for non-profit organizations or in the public sector; and working internationally.
80. **Chicago Law School – The John Marshall Law School**
 - None available
81. **The Judge Advocate General’s Legal Center and School**
 - None available
82. **University of Kansas School of Law**
 - Law Practice Management and Legal Entrepreneurship (3 cr – limited to 107 students) – Increasingly, law graduates are leaving law school and establishing their own law firms. This course is designed to introduce law students to the various issues that they will face as "legal entrepreneurs" and help them make the transition from law student to practicing lawyer in a solo or small law firm. Among the topics covered are law firm space, staffing, document production, marketing, etc. Students in the class will draft multiple documents such as a retainer letter, a client bill, and advertising copy.
83. **University of Kentucky College of Law**
 - None available
84. **University of La Verne College of Law**
 - Law Practice Management (2 cr) – This course is designed to introduce the student to the challenges and issues involved in setting up and running a law office. Reviews theory, examples, attitude, client relationships, and other practical problems, and explores how all of these things relate to a successful practice.
85. **Liberty University School of Law**
 - Law Office Management (2 cr) – An introduction to the establishment and management of a law office. It is designed to prepare the student for entry into the private practice of law, including ethical and personal pressures related to private law practice.

86. **Lewis & Clarke School of Law**
- Law Practice Management (2 cr) – This new course offering is designed to examine the practical, ethical and business aspects of a small firm or solo law practice. Topics to be covered will include: the business of legal practice; firm structure and organization options; developing a business plan; client development and relationships; risk management; and the economics of law practice. While particularly relevant to students planning on a career in small firm or solo practice, the aspects of legal practice management to be examined may be of benefit to new attorneys in a myriad of practice environments.
87. **Louisiana State University Law Center**
- Law Office Practice (2 cr) – Techniques in legal writing and preparation of legal instruments; problems involving preparation of contracts, wills, trusts, pleadings, legal opinion, and other documents used in practice; discussion of techniques to be used in solving the problem and critical analysis of the form, style, and substance of the documents; lectures on law office management methods and practice.
88. **University of Louisville – Louis D. Brandeis School of Law**
- None available
89. **Loyola University Chicago School of Law**
- None Available
90. **Loyola University Los Angeles Law School**
- Law Practice Management Seminar (2 cr) – The purpose of this course is to expose students to the many economic, professional and ethical issues involved with the formation and management of a law firm. The course relies heavily on students working as teams in simulated law practices. There will be weekly team projects, including drafting a partnership agreement, an office plan, a retainer agreement and other projects. There is no final examination.
91. **Loyola University New Orleans College of Law**
- Course catalog not available
92. **University of Maine School of Law**
- None available
93. **Marquette University Law School**
- Technology and Legal Practice (2 cr) – Technology is the means by which cases and trials are won or lost. Today’s practicing attorney needs to be tech savvy beyond formatting documents and creating presentations. This course will explore the software and technology used in corporate law departments and a law firms. We will explore the following types of software: Document Management Systems (DMS), Enterprise Resource Systems (ERP), General Ledger (GL), Time Entry/Time Tracking, eDiscovery/Litigation Support Tools, Document Comparison, Red-Line/Markup, Digital Voice Dictation, Document Assembly, Forms Automation, Real Estate Transaction Tools, Advanced word processing, In-Trial presentation tools, Document tagging\production, Mobile Technology for Attorneys, Small/Solo Practice all-in-one systems, Email

Management Strategies, Electronic Records Management, Converting Paper to Electronic, Client Relationship Management (CRM), Social Media Marketing and Search Engine Optimization. Some time will also be spent on the right hardware for the law firm data center and a good model for a successful law firm IT Department.

94. University of Maryland – Francis King Carey School of Law

- Law Practice Management (2 cr) – This limited enrollment course is designed to engage students with the practical, management, and ethical issues faced by attorneys in private practice. Although open to all students, the course is likely to be particularly useful for students who are thinking about opening their own practices or starting a small law firm. Topics to be covered include: planning for a low overhead; financing your own start up; ethical dilemmas for solo practitioners; marketing your practice on a shoe string; effective networking techniques; client development and relations; the impact of the Internet; billing, setting and collecting fees; law firm management systems; opportunities for public interest work; office and personnel management; accounting for solo and small firm lawyers; IOLTA compliance and maintenance of trust accounts; bar relations and civility; electronic case management and time keeping systems; access to mentoring services; and business plans. Attendance and class participation are an important part of the grade. Students will be asked to prepare forms, a marketing plan for a solo or small firm law office, and in lieu of a final examination, each student will be required to prepare a detailed business plan for a solo or small firm law practice building on the marketing plan.

95. University of Massachusetts School of Law

- Law Practice Management (2 cr) – This course is intended to provide participants with the nuts and bolts of creating a business plan that will enable them to establish a solo or small firm practice. The topics that will be discussed include avoiding problems with the Bar Overseers, malpractice insurance, court appointed counsel lists, practice organization, networking with other attorneys, getting business, accounting for the practice, choosing computer technology, etc. From a broader perspective, managing the practice owner's personal finances will be addressed including repaying student loans, building retirement savings, investment strategies, and health insurance.

96. University of the Pacific – McGeorge School of Law

- The Business of Lawyering (2 cr) – This course will use an interactive model to explore the business side of law firms, including the critical skills needed to establish and operate a law firm as a solo or small firm practitioner. In addition, it will provide an understanding of how larger law firms operate. It will cover a broad array of topics related to the various dimensions of law practice, including business, clients, and life management. Business plans, marketing and client development, professional development, office management, and financial and ethical issues are among the subjects to be covered.

- The Legal Profession (1 cr) – The Legal Profession will prepare students to enter into modern legal practice and assist them in developing a professional identity. Students will be introduced to the common ethical dilemmas they will confront as externs, clinical students and practicing lawyers, as well as the role of emerging technology in the provision of legal services. Students will survey the variety of legal practice areas to help them to identify a satisfying career path and learn successful job seeking strategies.
97. **The University of Memphis – Cecil C. Humphreys School of Law**
- None available
98. **Mercer University School of Law**
- Managing Law Practice (2 cr – limited to 24 students) – This course explores the organizational setting of law practice through student simulations and guest appearances by practicing lawyers. Special attention is given to the management of law firms with fewer than ten lawyers. Subjects include partnership structure, client relations, malpractice insurance, computer applications, billing, financial planning, marketing, specialization, compensation, and the hiring process. One session is devoted to solo practice.
99. **University of Miami School of Law**
- Innovation, Technology, and The Legal Profession (3 cr) – This course focuses on the economic pressures, technological changes, and globalization facing the legal profession in the 21st century. It features the latest innovations and entrepreneurial efforts and technological advances in the law marketplace around the world. The course will be particularly useful for students who are contemplating a global career, solo practice, consulting, or engaging in an entrepreneurial venture, as well as those who are considering non-traditional uses for their law degree.
100. **Michigan State University College of Law**
- Entrepreneurial Lawyering (2 cr) – This course helps students understand the economic pressures, technological changes, and globalization facing the legal profession in the 21st century, and to assist students in successfully navigating their legal career given these challenges. The course explores the concept of a virtual law practice as well as the use of technology and cloud-computing in building a law practice; free and low-cost resources and tools will be shared that will help the entrepreneur-minded student identify ways to leverage leading-edge technology to defray start-up costs associated with launching a practice and to control overhead.
 - Law Practice Management (2 cr) – This course is designed to provide an overview of the issues involved in managing a law office. These include forms of practice (partnership, professional corporation, sole practitioners), personnel issues, physical requirements, computers, financial management, practice development and ethical issues.
 - Law Practice Innovation and Entrepreneurship (0 cr) – This course offers training about the evolving world of technology in legal services delivery

and provides students with an understanding of these trends and how they might capitalize on them in modern law practice or in the development of their own legal technology.

101. University of Michigan – Michigan Law

- None available

102. University of Minnesota Law School

- Law Firm Practice and Management (2 cr) – The practice of law is a business as well as a profession. This seminar course provides an introduction to some of the important and developing issues in the business of practicing law, whether as a solo practitioner or in a larger law firm. The topics of study will include developing and retaining clients, finances and financial controls, trends in the legal profession, conflicts of interest and ethical compliance, case handling and administration, insurance and risk management, hiring and supervision of employees, business formation, and law firm governance. Prominent lawyers and law firm managers will serve as guest lecturers and panelists in presenting certain topics.
- Law and Entrepreneurship (3 cr) – This course will cover the life cycle of an entrepreneurial start up business and the legal issues that are involved during the life cycle of a firm-- from the starting point of the creation of the entrepreneurial idea, to the start up of a business (entity choice issues, financial and management rights) to issues of commercialization (contracting, IP rights) through exit (via IPO or private placement).

103. Mississippi College Law

- Law Office Management (2 cr) – This course is designed to expose the prospective practitioner to the economic realities of the practice of law. Covered in the course are such matters as the location of the law office, the economical furnishing thereof, the position of the attorney in the office with respect to opening practice, the purchase of law books, office equipment, bookkeeping and accounting, client relations, and other associated subjects.

104. The University of Mississippi School of Law (Ole Miss)

- None available

105. University of Missouri School of Law

- Law Practice Management and Technology (2 cr) – Managing a successful law practice requires time and project management skills, as well as knowledge about the business of practicing law. This course explores the practical and ethical challenges that confront the solo or small firm lawyer. Students will be introduced to a range of resources for the solo and small firm lawyer, and gain practical experience in preparing a business plan, client welcome package, and policies and procedure manual.

106. University of Missouri—Kansas City School of Law

- None available

107. University of Montana School of Law

- Law Practice (1 cr) – This one-credit course covers the decision to enter the private practice of law, equipment needed, clients, fees, law office management, and malpractice insurance.

108. University of Nebraska School of Law

- Law Office Management (2 cr) – The course is intended to help prepare students interested in the private practice of law in a solo or small firms. While the course will emphasize issues confronted by the "small firm" and/or sole practitioner, "large firm" practice may be discussed by way of example or contrast. Class topics will include why solo or small practice may be appealing or not appealing to recent graduates. The advantages/disadvantages of practicing in non-metropolitan settings will be analyzed. Law firm organizational structures will be reviewed, e.g., solo practice, partnerships, professional corporations, limited liability companies, limited liability partnerships and partnership and shareholder agreements. The roles of partners, shareholders, associates and non-lawyer staff e.g., law clerks, paralegals and legal secretaries will be considered. The ethical issues involved in the "marketing" of legal services, firm financial matters, including how to bill and get paid, where to locate an office including office sharing arrangements will be emphasized. Managing the law firm including negotiating leases for office space, creating and presenting a business plan to a financial institution and dealing with clients within the organizational structure will also be discussed. Finally, the course will consider managing the legal product as well as physical resource needs such as "traditional" libraries vis-a-vis electronic information resources, how to find and utilize legal forms and the use and availability of various office management systems.

109. University of Nevada, Las Vegas—William S. Boyd School of Law

- None available

110. New England Law—Boston

- Law Practice Management (2 cr) – Familiarizes students with law practice as a work environment in a systematic manner. A primary objective is to introduce management tools in law practice. These include the planning process conceived of as a powerful tool, time management, cost/benefit analysis, setting benchmarks and guides for testing and comparison as an ongoing process, and decision theory. The course is designed to give academic structure and insight to the process of learning from experience, reflection, planning, and testing and to facilitate learning and developing models of procedure.

111. The University of New Mexico School of Law

- Law Office Management (2 cr) – The goal of this course will be to discuss with you why management in any context is important. We will discuss how to improve your communication skills, how to manage your cases and files, and how to work with clients and others successfully. You will be shown how to manage your time, bill your time, and how to use your time

effectively. We will also discuss planning, budgeting, data management, and other topics relevant to your professional career.

112. University of New Hampshire School of Law (Formerly Franklin Pierce)

- Law Practice Management (3 cr) – This course will help students develop the skills needed to be an effective attorney in the operation of a law office. Whether as a solo practitioner, member of a small firm, or an associate in a larger practice, an understanding of the "business of law," is an important step toward a successful career.

113. New York Law School

- Building a Successful Practice – This course provides nuts and bolts information and advice for those students who wish to start their own law practices, whether immediately after graduation or some other time. Indeed, the traditional barriers to entry to starting a law practice have flattened dramatically as technology permits “solos” to keep up with more established law firms. The course covers such topics as: budgeting, trust accounting, legal ethics, selecting liability insurance, how to market your practice and attract clients, how to choose an area of practice, the use of engagement letters, co-counsel arrangements, the use of technology and the Virtual Law Office, and how to write an effective business plan for your practice.

114. New York University School of Law

- None available

115. University of North Carolina School of Law

- Small Firm Civil Practice (3 cr) – Small Firm Civil Practice is a transition to practice course that allows students to gain competencies in multiple different practice areas. Students work on practical skills in those areas of civil law that small firm practitioners are most likely to encounter while also learning valuable practice management methods.

116. North Carolina Central University School of Law

- None available

117. University of North Dakota School of Law

- None available

118. Northeastern School of Law

- Law Practice Management Seminar: Access to Justice – The seminar challenges conventional law practice management by exploring means of methods of filling the market gap in the provision of legal services to middle class clients. Using the vehicle of a business plan, students will investigate and document ways using improved marketing, staffing patterns, technological innovations and a variety of other tools to provide legal services to underserved portions of the market in a sustainable and economically viable fashion. Students will develop skills to bridge-the-gap between their theoretical education and the practical application and will be able to implement aspects of their business plan in any role as a practitioner.

119. Northern Illinois University College of Law

- The Practicing Lawyer (2 cr) – This course will provide information about how to practice law in a small to medium size law firm in Illinois successfully and as an ethical advocate for your clients.

120. Northern Kentucky University—Chase College of Law

- Law Practice Management (2 cr – 40 seats available) – After completing this course students will: Understand the structure of a private practice law office; Develop a business plan for beginning a law office; Create a reference manual containing law practice forms, policies and procedures used in the daily management of a law firm; Understand the technology used in a law office; & Understand time and billing procedures used in a law office.

121. Northwestern University Law School

- Law Firm Management and Economics (3 cr – 65 available seats) – The goal of this course is to expose and sensitize students to the myriad of real-world considerations that will affect their legal careers, and to assist students in making informed career choices (including selection of law firm). This course is recommended for all students who want to have a better understanding of private law practice, with a special emphasis on law firms. Topics covered include current industry conditions and trends, associate recruitment, training and retention (from the perspective of the firm and the new lawyer, including interviewing tips and strategies), law firm culture, profitability and professionalism issues, law firm strategy, compensation, marketing, billing, clients, firm governance, diversity, partnership considerations, alternatives to firm practice, lifestyle and personal financial management issues, and commentary on law school education and the direction of the profession.

122. University of Notre Dame—The Law School

- None available

123. Nova Southeastern University – Shepard Broad Law Center

- Law Office Management Workshop (2 cr) – This workshop provides hands-on experience in the practical aspects of organizing a law practice. The workshop is divided into units covering The Office and Its Technology, Bar Grievances and Attorney Malpractice, Trust Accounting in Florida, Good Billing Practices, Marketing, and Small Firm Survival. Included in these units are concepts useful in litigation and transactional practice, such as corporate structure, real estate contracts, employment procedures, and office infrastructure.

124. Ohio Northern University Claude W. Pettit College of Law

- Law Office Economics and Management (2 cr) – Various considerations, techniques, and approaches which are necessary for a successful management of the legal practice. A case study and problem based approach is utilized to generate class discussion and involvement. Forms of organization for the practice of law, overall management techniques and concerns, personnel management; ethical considerations including professional malpractice and liability insurance; equipment and office

layout, libraries; systems; income determination and distribution; clients, public relations, and development of the practice.

- Legal Profession (2 cr) – The rules of conduct that regulate a lawyer’s relations with clients, the courts, other members of the legal profession and the community at large.

125. The Ohio State University Moritz College of Law

- None available

126. The University of Oklahoma College of Law

- Lawyering (2 cr) – This course is team taught by members of the practicing bar and the bench, covering important areas of practice for the single practitioner and small office practitioner. This course addresses law office management, ethics, civility, and practical drafting, plus practice pointers by specialists in areas of general practice in which the new attorney may be involved if he or she practices alone or with one or two other lawyers.
- Business of Law (2 cr) – This course will expose students to various real-world considerations that will inform their entry into private practice in today’s marketplace. It will focus on the business of law, various law practice management issues, client relations, conflicts, the structure and nature of law firms and in-house legal departments, and current developments within the legal profession.

127. Oklahoma City University School of Law

- Introduction to Legal Practice: Skills for a Successful Legal Career (2 cr) – An introduction to law practice management, including start-up, marketing, office and personnel management, business skills, and career development. The course addresses the skills needed to make career transitions and focuses on methods of obtaining optimum satisfaction from a legal career.

128. University of Oregon School of Law

- Law Practice Management (3 cr) – Introduction to the skills, tools, and knowledge needed for managing the business and profession of practicing law, whether in a solo practice or a firm of any size. This course will examine many different administrative and management topics that are necessary to, and affect, the delivery of professional legal services, including firm organization and governance; compensation systems; operational planning, policies, procedures and systems; marketing and client development and maintenance; fee and billing systems, human resources management; the design and use of office space; information and technology; financial record-keeping and planning; and the pervasive, practical impact of professional ethics and rules of professional conduct on all these topics

129. Pace Law School

- Law Practice Management (3 cr) – Designed to prepare law students for the private practice of law, the course emphasizes the problems of the small law firm including the independent sole practitioner, although large firm practice may be discussed by way of example or contrast. It looks at

the organization of the law firm: the partnership, the professional corporation, and the proprietorship including the partnership or shareholder agreement. The roles of partners/shareholders and associates are addressed, particularly with respect to income production and compensation. One segment examines non-lawyer personnel; another addresses the law office itself.

130. University of Pennsylvania Law School—Penn Law

- Course catalog unavailable

131. Penn State Law—The Dickinson School of Law

- None available

132. Pepperdine University School of Law

- Law Office Management (1-2 cr) – Management postulates applied to law offices; forms of practice; legal assistants and the use of systems for professional and business functions; time-keeping and fees; bookkeeping; client relationships; the law office staff manual; library and retrieval systems; calendar and monitor systems; essential equipment and law office layout; and developing a practice.

133. University Of Pittsburgh School of Law—Pitt Law

- None available

134. Pontificia Universidad Catolica De Puerto Rico

- Website in Spanish

135. Centenario Escuela De Derecho

- Website in Spanish

136. Quinnipiac University School of Law

- Law Practice Management (2 cr) – This course will provide students with the knowledge and skills to build and manage a law practice that serves clients well, is profitable, personally rewarding, and prepared for the 21st Century, while emphasizing the ethical implications of sound law practice management. The course will focus on general management principles applied to the law office, client relations, fee agreements, docket control and conflicts of interest, malpractice insurance and risk management, timekeeping and billing, personnel management, the 21st Century law office library, practice management technology and equipment. The format will include guest lecturers, and individual and group-based projects addressing the problems and issues that arise when managing a law practice.

137. Regent University School of Law

- Law Practice Management (2 cr) – Prepares for entry into the private practice of law, including ethical and personal pressures related to private law practice. Among other requirements, conduct an initial client interview and identify ethical issues presented during the interview.

138. University of Richmond School of Law

- Law Firm as a Business (2 cr) – Focuses on many of the practical, nonlegal aspects of law practice to include information on financial management, administration, technology, insurance, marketing, and issues related to the firm owners including compensation and agreements.

139. **Roger Williams University School of Law**
- Law Office Management – Law Office Management is a practical course to explore starting, running, and growing a law practice. Students will create a business plan and draft various documents essential to any law practice. A broad range of practice management topics will be discussed, including the choice of entity, practice specialization, business development, marketing, and various ethical issues.
140. **Rutgers School of Law—Camden**
- None available
141. **Rutgers School of Law—Newark**
- None available
142. **St. John’s University School of Law**
- None available
143. **Saint Louis University School of Law**
- None available
144. **St. Mary’s University School of Law**
- Law Practice Management (2 cr) – Understanding the business of practicing law is especially important to these graduates, but it also is important for those who work in a large-firm setting and may participate in the management of the firm. The increasing attention law schools and accrediting agencies are paying to practice skills and preparation for law practice reflect the diminished role that firms are playing in the training of new lawyers. For students graduating with considerable debt obligations and limited employment prospects, especially in firms large enough to have professional managers, basic competence in the establishment and management of a legal services business can determine whether their professional pursuits succeed or fail.
145. **Saint Thomas University (Florida)**
- Law Office Management (2 cr) – This course is designed to help you develop the skills and learn what you will need to succeed in the practice of law. The class will be both substantive and practical. The course was developed for law school students who plan to start their own practice, whether after law school or at a future time. Topics covered include professional responsibility and responsiveness, time management, calendar and other monitoring systems, malpractice avoidance, client satisfaction, office location, office library and equipment, personnel management, marketing, fees and billing, specialization, trust accounting and formulating a business plan.
146. **Saint Thomas University (Minnesota)**
- Small Firm Practice (2-3 cr) – This course will introduce students to business decisions made in small firms. Students will examine Decision Areas and analyze them through Decision Issues. Students will develop a framework for making ethical business-side decisions, identifying stakeholders in decision-outcomes, and look holistically at the consequences of specific decisions on stakeholders. Students will prepare a mission statement and business plan.

147. Samford University—Cumberland School of Law

- Law Office Practice and Management (2-3 cr – 32 seats per semester) – A study of various management and planning techniques applicable to the economic aspects and client relationships of a law practice.

148. University of San Diego School of Law

- None available

149. University of San Francisco School of Law

- Ethics of Solo & Small Firm Practice (3 cr) – Being a good lawyer requires not only mastery of the legal subject but other skills such as effective communication, client management skills, networking, and ability to generate business. This class covers the nuts and bolts of starting, operating, and growing a solo law practice. Common ethical issues that lawyers face are covered using real life examples. The skills introduced in this course will be honed throughout a legal career, in whatever type of practice chosen. The class analyzes and manages real world considerations that lawyers encounter every day.

150. Santa Clara Law

- Law Practice Management – The course will introduce students to the business aspects of the legal profession including the marketplace for legal services in today’s economy. The topics addressed will include: forms of law practice (including non-traditional alternatives), strategic planning, client development (marketing, client intake, conflicts), law office management, financial accounting, and risk management. Each student will create and present a business development and practice management plan. The goal of the course is to give each student a running start with a business development plan and specific strategies for developing their practice, regardless of the type of the substantive area or environment in which they choose to practice.

151. Seattle University School of Law

- Law Firm Business Planning (1 cr) – This one-credit course is a companion course to the Business Planning course taught at the Albers School of Business (SU's Business School) MGMT-586. The two courses must be taken together. Students will be expected to develop a plan for a law firm or law-related business. The Albers component will cover the various considerations that go into successful business planning. The Law School component will complement those discussions with a richer appreciation for the practical and ethical elements of developing a business within the legal profession.
- Law Practice Planning and Management (1 cr) – In this course, students will address the ethical, professional, personal, and business dimensions of beginning a law practice. Among the topics to be covered are billing, marketing, communication with clients, and identifying viable business opportunities. Students will be expected to prepare an executive summary of a plan for a solo or small firm practice. Students will have the opportunity to meet with a number of practitioners with experience addressing each of the many issues presented in the course.

152. **Seton Hall—Law**
- None available
153. **University of South Carolina School of Law**
- None available
154. **University of South Dakota School of Law**
- Law Office Management (1 cr) – only offered to 2L's. (No course description available on the website)
155. **Southern University Law Center**
- Law Office Practice (2 cr) – Law office administration and the preparation of various legal documents.
156. **University of Southern California—Gould School of Law**
- None available
157. **Southern Illinois University School of Law**
- Law Practice Management (2-3 cr) – An examination of issues related to the operation of a law practice. The student will gain an understanding of the practical aspects of the business of running a law practice. Particular emphasis will be placed on the organization of a law practice, business planning, law firm financial matters, employee management, client relations, insurance and marketing.
158. **Southern Methodist University—Dedman School of Law**
- Law Practice Management (2 cr) – The law practice environment is changing dramatically. This course is designed to teach students how to recognize, react to, and take advantage of such changes. Moreover, it teaches the management and ethical sensitivity which are fundamental to success as a practicing lawyer. Although theory will not be overlooked, this class is designed to be a skills class, giving students the opportunity to make practical application to the principles they learn.
159. **South Texas College of Law—Houston**
- None available
160. **Southwestern Law School—Los Angeles**
- Small Law Practice Management (2 cr) – This course is designed to help soon-to-be solo practitioners and attorneys in smaller firms bridge the gap between studying law and practicing law. The class is designed to cultivate proficiency in two practical areas of attorney development, which are typically learned over time rather than formally taught: (A) how to actually practice law, and (B) how to build and manage a law practice. The course covers topics such as how to get started, where to locate a law firm office, how to get your office equipped, how to secure clients, how to set fees, and detailed information about the nitty-gritty of running a small firm. Students will be required to complete both individual and small group written projects. While particularly relevant to solo practitioners and associates at small firms, the concepts discussed in this course will benefit new attorneys in all types of private and public sector organizations.
 - Law Firm Practicum (cr unavailable) – This unique externship compliments the Small Law Practice Management course and the Big & Medium Law Firm Practice course. The Law Firm Practicum offers

students the opportunity for fieldwork with selected law firms, exposing the student to the development of legal skills, knowledge, and professionalism, as well as learning about the business and management side of practice.

161. Stanford Law School

- None available

162. SUNY Buffalo Law School

- None available

163. Stetson University College of Law

- Law Practice Management (2-3 cr) – This course is offered to present the practical aspects of organizing a law practice. The course will provide insight into the management of a law firm, in both theory and practice, and provide the student with the rationale behind the procedures and systems they will be asked to adhere to as a professional.

164. Suffolk University Law School

- Law Practice Planning: Law as a Career and an Enterprise (seminar) (3 cr) – This course is designed to help students research both themselves and the legal profession. More particularly, it is designed to help students clarify their interests, skills, and values to develop criteria for evaluating their professional opportunities. The students use those criteria to find a good fit in the legal profession by conducting both library and online research on law practice as well as personal interviews of attorneys in their chosen fields. The students then present the preliminary results of their work to the seminar both orally and in writing. The students then build on that foundation to evaluate the feasibility of their preferred roles, including preparing a pro-forma financial analysis as well as examining some of the non-financial issues involved in conducting a successful law practice. The students also do further research on how they might make their preferred role a reality, including planning specific next steps to be undertaken while in law school or after graduation. The course concludes with an oral presentation to a practicing attorney who has started a law firm

165. Syracuse University College of Law

- Law Practice Management (3 cr) – Law Practice Management comprehensively examines all aspects of the formation, management, development and growth of a law firm. The course will focus primarily on solo practitioners and small partnerships. The course will explore forms of partnership, licensing requirements, insurance, human resources and employment practices, accounting and finance, IT, marketing and business development, and dissolution.

166. Temple University—Beasley School of Law

- Legal, Professional, and Business Aspects of Law Practice (2 cr) – This course focuses on the economics, ethics and practice management aspect of the law. It will introduce students to “life in a law firm” through the following concepts: Economics of Law Practice, Time Management, Client Development, Ethics of Practice. Each of these four general areas will receive roughly equal treatment during the course. In addition, the

ethics component will overlay the other three areas in order to describe how the Rules of Professional Conduct govern the provision of legal services. Class sessions will include guest presenters who will discuss issues within their areas of expertise and work with students on real-world problems. Students will work in “law firms” of several students and will develop their own structure and organization, two-year financial projections, staffing patterns, administrative and management plans, practice systems, and marketing and business development strategies and tactics. Students will complete projects based on challenges that today’s law firms and law departments face and present their projects to the entire class for discussion and critique. Class size will be limited.

167. The University of Tennessee College of Law—Knoxville

- Lawyers as Leaders Seminar (2 cr – limited to 30 students) – The course is designed to help students succeed as new entrants into the legal profession. Topics will include professional leadership, law firm management, bar association service, public service, practical ethics, redefining success, and leaving a proud legacy. The classes will involve prominent guest speakers and discussion, supplemented with relevant readings. Grading will be based on class participation, a short paper, and a professional development plan.

168. The University of Texas School of Law

- None available

169. Texas A&M University School of Law

- Law Practice Management (2 cr) – A review of the professional, ethical, and management requirements for starting and operating a law practice. The course will review the statutory and regulatory aspects of practice, including labor and employment, partnerships and professional corporations, trust and IOLTA accounts, advertising, and solicitations. The course will also review management skills and technology related to time, billing, accounting, docketing, legal research, document preparation, filing, and client development

170. Texas Southern University—Thurgood Marshall School of Law

- No course descriptions available

171. Texas Tech University School of Law

- No course descriptions available

172. Thomas Jefferson School of Law

- Law Practice Management – Designed to give the student familiarity with the various types of law office structures and their functional differences. How to start a law office and the various issues to be considered in managing an office will be discussed. Employee management, client interaction, technology, marketing, finances and billings, and legal work product will be the focus of several written assignments. Course work will include small group analyses of real situations and practical applications. Selected guest speakers will provide additional practical insight into specific issues that are present in today's law firm environment. Emphasis

throughout the course will be on issues encountered by the sole practitioner and management of the small to mid-size law office.

- Solo Practice: Building a Law Practice – This course is designed to take your passion and your skills and unite them to prepare you to develop your law practice. Most students in this class will start their own law firm, or enter a small firm where they are responsible for developing their own practice areas and client base. We will explore what is needed to run a successful business and be a successful lawyer in these changing times. At the conclusion of this course, you will have an understanding of the networking and marketing skills needed to build your practice, have a working knowledge of the finances needed to start and run a firm, and have a business plan to carry forward. There is significant overlap with "Law Practice Management." A student should not take both courses.

173. Thomas M. Cooley Law School

- Law Practice: Law Office Management (2 cr) – Introductory course which reviews issues related to the management of private law firms. Emphasizes legal economics, organization, billing, business systems, client counseling, and opening a new practice.
- Law Practice: Solo and Small Firm Legal Technology (1 cr) – Legal technology methods and skills for solo or small firms. Course will cover proficiencies in productivity software, practice management software, mobile security, document management, social media and the internet and hardware.
- Taxation for the Solo or Small Firm Practitioner (2 cr) – This course goes beyond the tax provisions covered in the Individual Income Tax Course, and will cover issues relevant to the operation of a small firm or issues likely to arise in a small general practice. In the area of gross income, it takes an in-depth look at the exclusion of gain from the sale of a principal residence and the tax consequences of litigation awards. It considers various deductions including those for entertainment and business meals expenses, fringe benefits, charitable contributions, and deductions associated with dual use property. It also covers hobby losses, sales of a business, and various emerging issues.

174. The University of Toledo – College of Law

- None available

175. Touro Law Center

- Law Practice Management (2 cr) – This course provides an introduction to law practice management, with an emphasis on solo and small firm practice. Students explore the decision to start a law practice; affiliational arrangements and partnership agreements; compensation and benefits; paralegal and non-legal personnel; ethical and malpractice pitfalls and malpractice insurance; substantive and administrative systems; law library and other information resources; computer hardware and software; client development and client relations; fee setting, billing, and collection; and financial planning and budgets.

176. Tulane University Law School

- None available

177. The University of Tulsa College of Law

- Law Office Management (1 cr) – The focus of this course is on the organizing, marketing and management of a law practice with emphasis on solo practice and small firm. This course assists students in determining their compatibility with solo practice and its demands. It develops an awareness of the requirements of setting up and running a law practice and the costs associated with operating a law practice. Each student is required to produce a business plan. The course combines lectures (including from outside speakers) and class discussion. The course focuses on the business and practical side of law practice. The course covers introduction to the practice of law, law firm organization, legal fees, planning and marketing, administrative systems and procedures, financial management, and technology in the law office.

178. The University of Utah—S.J. Quinney College of Law

- Law Practice Management (2 cr – 25 seats per offering) – This course focuses on the management of solo or small-firm legal practices. Topics typically covered include law firm business structure, office systems, marketing, staffing, liability insurance, time management, technology, billing and collections.

State Bar CLE Offerings

We Believe That Our Book Will Also Find A Large Audience In CLE Courses Given By State And Local Bar Associations. The Following State Bar Associations Give CLE Courses In The Area Of Law Practice Management:

1. Alabama State Bar

- Law Practice Management: The Business of Being a Lawyer – (6 CLE cr)

2. Alaska Bar Association

- AM Quicksand: Ethical Hazards for Solos, Small Firms, and New Lawyers (3 CLE cr) – Ethical violations and crimes by lawyers in solo and small law offices are different from the ones committed by our colleagues in Big Law. As an investigator and, later as chair of the NJ Supreme Court District Attorney Ethics Committee, Marc Garfinkle saw first-hand the common ethical pitfalls for new lawyers and those in small firm and solo practices. He points out hidden dangers and shows ways to recognize and avoid them.
- How to Make Unbundled Law More Profitable and Less Risky for Your practice (3 CLE cr) – Professor Douglas will lead a hands-on workshop

modeled on cutting edge approaches being taught in law school clinics today. CLE participants will have an opportunity to practice and improve their client interview techniques and strategies and learn about office protocols and triage tools to improve efficiency and increase client satisfaction.

3. Arizona State Bar

- Flying Solo (6 CLE cr) – All new, updated topics for the solo or small-firm attorney or those who plan to go solo. This practice management seminar focuses on the day-to-day needs of the solo or small firm practitioner in a convenient and cost-effective day! Lunch is included to save you time and money and parking will be free! Well-respected speakers will cover the latest trends and ideas in marketing your services, how to continue your business and serve clients should you become ill, what happens to your clients and business should you become deceased, saving time and money, maximizing your efforts to bring in more business, handling trust accounts and more!
- How to Operate a Small or Home Law Office & Advertising and Law Firm Websites for Small Firms – How to Operate a Small or Home Law Office; Leaving your current firms; a home office different from any other office?; type of practice: Internet bases, needs of clients, type of clients, etc.; Location for your practice; The business of setting up a firm: type of entity, benefits, etc.; How to set up your practice: law office management tools; Organizational skills and tips; Staffing: pros and cons; Marketing and advertising; Malpractice protection, backup lawyers; Security and backup.
- Running Your Law Practice: Things You Didn't Learn in Law School (6 CLE cr) –
 - i. Human Resources: Basics of hiring/firing, Employee policies and their importance, Performance evaluations and/or giving feedback to staff, General advice on managing non-lawyer staff, Ethical issues involving managing non-lawyer staff.
 - ii. Accounting: How to read a balance sheet and profit & loss statements, Basic financial terms/concepts you should know to run your business, calculating overhead and billable hours.
 - iii. Real Estate: What to look for in a business lease, negotiating a lease.

4. Arkansas Bar Association

- None available

5. California State Bar

- Law Practice Management: Everything a Solo Practitioner Should Know (1 cr) – Starting your own law practice can be intimidating. Yet with the right business plan, preparation, and vision, it can be done successfully. This webinar will cover the biggest challenges and the best tips for starting and building your own practice.
- How to Say “No”: Sound Financial Consideration for Running a Practice (1 cr) – Understanding the entire scope of finances needed to operate a law

practice—from paying taxes, dues or working with a CPE—will help you to determine when to say “yes” or “no” to taking on a new client. Speakers will share personal experiences and essential lists or: Black Binder: indices of key financial considerations in running a practice.

- Survival Guide for the First Five Years as a Solo/Small Firm Practitioner (1 cr) -- The first five years of soloing are the hardest, most anxious, most fatiguing and potentially most joyful years of practice. Learn solid tips for not only surviving but actually enjoying these years by identifying and controlling the landmines as well as the areas of untapped growth through careful planning.
- Transitioning From Government Offices or Law Firms to Small or Solo Practice (1 cr) – Learn how to transition from practicing law in a government or law firm setting to a solo practice. This session is for the attorney who is deciding that it is time to hang one’s own shingle.
- Are You Ready to Go Solo? (1 cr) – An overview of the “how to’s” of opening a solo practice. Getting from the dream to hanging out the shingle. From making the decision, to the practicalities of business filings and registrations, this program will give you some basic direction. Lawyers considering their options need to know the nuts and bolts of what it takes to get started in a solo practice. Their decisions impact their entire careers.
- Protecting your Solo Practice or Small Firm—Managing Risks from All Directions (.75 cr) – From years of personal experience and years in supporting solo practitioners and small firms in a variety of insurance matters, the speakers know how to make sure your practice is guarded against the unforeseen risks that, unchecked can destroy a small practice.
- Line Item Cost Cutting Strategies to Reduce Your Budget and Overhead (1 cr) – With no real end in sight to a tough economy, this seminar will go down a typical solo/small law office budget and provide you with concrete strategies to reduce cost and increase profit so that you can survive the lean years.

6. Colorado Bar Association

- Build Your Practice: A Roadmap to Effective, Ethical Business Development (3 CLE cr)
- Hanging Your Shingle (18 CLE cr)
- 10 Do’s and Don’ts of Starting a Law Firm (1 CLE cr)
- How to Start & Build a Law Practice
- How to Manage a Small Law Firm (7 CLE cr)
- BYOD for the Solo and Small Firm (1 CLE cr)
- Choice of Entity for Your Solo or Small Firm (1 CLE cr)

7. Connecticut Bar Association

- None available

8. Delaware State Bar Association

- Build Your Practice and Retain Your Clients (5.5 CLE cr) – A Short History of Legal Marketing – Bates to the Present; Don’t Cross the Line: What is Considered “False and Misleading”; Networking for Potential

Clients – Where and How to Do It Ethically; Client Entertainment; Marketing Online and Social Networking; Speaking and Writing; Advertising Do's and Don'ts; Referral Fees; Service-related Ethics Rules; Addressing Clients Complaints; Lawyer-Client Relations in the Movies; The Angry Client.

- Your Law Practice: Staying on the Right Side of the Rules Part I (3.8 CLE cr) – 10 Ways to Avoid a Call from the Office of Disciplinary Counsel; Ethnomics: What You Need to Know about Rule 1.15A.
- Your Law Practice: Staying on the Right Side of the Rules Part II (3.5 CLE cr) – Technology: Basic Mistakes That Lawyers Make; Lawyering Is a Business; Avoiding Malpractice; Disaster Control

9. District of Columbia Bar

- Basic Training & Beyond: How to Start a Law Firm – The program is for lawyers who want to know about the methods and skills necessary for starting and growing a small firm and who want to participate actively in the learning experience.
- Basic Training & Beyond: How to Grow a Law Firm – The program is for lawyers who want to know about the methods and skills necessary for starting and growing a small firm and who want to participate actively in the learning experience.

10. The Florida Bar

- Technology Planning for the New Law Practice (2 CLE cr) – This program explains how to determine the technology requirements for the new solo or small firm law practice. It addresses, “How much technology will I need and how much will it cost?” The program reviews basic terminology you must know to select your computer and software systems. It examines suggested hardware specifications, rotation planning, operating system choices, case and matter management systems, financial management software, document assembly and document management software. Also included is discussion about peripheral devices, such as printers, scanners, and telephone solutions, as well as fundamental office infrastructure including networking, maintenance, training, administration and security.
- Building the Small Firm Marketing Program (2.5 CLE cr) – Small law firms and solo practitioners now comprise more than 62% of the profession. The supply/demand equation for legal services has been shifting dramatically in recent years. The purpose of this program is to help the lawyer market legal services effectively and ethically in a highly competitive legal marketplace. This course will teach how to develop a plan for consistent action and how to weather changes in demographics, in the economy and the value curve in the public's demand for legal services.
- ABC's of Starting and Managing Your Law Practice (2.5 CLE cr) – This 2-hour program is designed to provide a complete overview of the critical aspects and interrelated issues involved in establishing and managing a new law practice. The Practice Management Advisors (PMAs) of The Florida Bar's Law Office Management Assistance Service (LOMAS)

identify and review the necessary resources for starting a law practice and how to find these resources. LOMAS PMAs cover step-by-step instructions and discuss practical tips for starting up the practice, preparing a business plan, and discuss the management skills necessary to manage a successful law practice.

- Developing a Business Plan for the Start-up Law Firm -- This 1.5 hour seminar and panel discussion includes topics on how to develop a business plan, including key definitions and terms. Ms. Dasher and Mr. Perry discuss the importance of having a start-up business plan. They review development of pro forma financial statements, including an in-depth discussion of cash requirements, budgeting and revenue projections. The seminar leaders share with you the three crucial marketing and planning skills lawyers need when contemplating starting their own law practice. This seminar also addresses the pros and cons of the virtual law office and offers additional resources for the start-up law firm.
- Managing Business Risk in the Law Firm (2 CLE cr) – Attendees will learn how to protect the law practice against disruptions and disasters. This presentations main focus is on the importance of strategic planning, marketing efforts, leadership succession planning, and business continuity issues including: Natural disasters, social, government, personnel, and health disasters, technology and data security, work environment security, law firm structure and governance, group and general insurance coverage's, marketing and advertising mistakes, and other blind spots that if not handled properly could irreparably harm your the law firm.

11. State Bar of Georgia

- Solo and Small Firm Seminar (6 CLE cr)
- Solo Practice Mini Boot Camp (3 CLE cr)
- Law Practice Management (6 CLE cr)

12. Hawaii State Bar Association

- Document Management for Law Firms (3 CLE cr)

13. Idaho State Bar

- Ethics, Technology, and Small Firms (1 CLE cr)

14. Illinois State Bar Association

- Best Practices for Solo and Small Firm Practitioners (6.75 CLE cr)
- Tech Tips & Tools to Transition to the Solo & Small Firm Setting (6.25 CLE cr)
- Managing Your Firm
- Building for the Future
- Protecting Your Practice

15. Indiana State Bar Association

- Site did not show CLE courses

16. Iowa State Bar Association

- Solo & Small Firm Conference

17. Kansas Bar Association

- Solo & Small Firm Conference (13.2 CLE cr)

- Lawyers, and Law Firms, Have Always Been Brands: Are You Managing Yours? (1 CLE cr) – Whether solo practitioner or multinational law firm, for effective marketing to occur finding brand is the first step, beginning with this counterintuitive question: What do you allow people to do that does not otherwise occur in the world? The answer maps to the values of you and your firm, identifying competitive difference as your flag, so that clients may find you among competing choices. You will be challenged and your perceptions snapped in how to effectively market.

18. Kentucky Bar Association

- Solo Success: Real World Sights (1 CLE cr)
- Solo vs. Partners: Which Way to Go (2 CLE cr)
- ISBA Solo & Small Firm Conference (14.75 CLE cr)
- Annual Solo & Small Firm Conference (16.75 CLE cr)
- Basic Practice Areas for the Solo Attorney (6 CLE cr)
- The Successful Solo-Small Firm Practice (3.75 CLE cr)

19. Louisiana State Bar Association

- Solo & Small Firm Conference

20. Maine State Bar Association

- How to Make Your Succession Successful! For Solo and Small Firm Practitioners (3.25 CLE cr) – Everyone who is a solo practitioner or owns a small law firm in Maine should be concerned with succession planning. You have worked for decades to establish your firm. But now you worry about how you can enjoy some form of retirement - while still satisfying the Maine Rules of Professional Conduct, providing for your clients' ongoing legal needs, and also maximizing your firm's value.

21. Maryland State Bar Association

- The Heart of a Firm: Working Effectively and Ethically With Non-Lawyer Professional Staff (3 CLE cr) – Faculty from small/solo practices and large firms review these vital issues from the viewpoints of supervising attorneys and non-lawyer staff. Learn what staff must know about the ethical obligations of the lawyers and what lawyers should expect staff to know with practical advice on how to avoid the pitfalls associated with inadequate supervision and training. Come away with tips on the top do's and do not's, checklists for training employees and a new appreciation for what good teamwork and effective guidelines can accomplish.
- Law Office Economics, Management, and Fees (1.5 CLE cr)

22. Massachusetts Bar Association

- None available

23. State Bar of Michigan

- CLE courses were not listed

24. Minnesota State Bar

- The Four Corners of A Solo Practice (1 CLE cr) – For the longest time, the working title for this presentation was “Law Office in a Box.” We thought about providing material that would give step-by-step guidance in how to open up a law practice...to hang out your shingle, as is were. But, there is many a seminar from Minnesota CLE that tell you how to do that.

At its most basic, the profession of practicing law only takes a license, a laptop computer and printer/scanner a telephone, an address from which to send and receive mail and confidence that you will generate enough business to live comfortably.

25. Mississippi State Bar

- Law Practice Management

26. The Missouri Bar

- Advertising Rules, Marketing Strategies (2 CLE CR)
- Making and Keeping Your Money (2 CLE cr)

27. Montana Bar Association

- Law Practice Management (6 CLE cr)
- Practice Management (1.5 CLE cr)

28. Nebraska State Bar

- CLE courses not available

29. State Bar of Nevada

- Going Solo: Building and Marketing Your Practice (.5 CLE cr) – This session will discuss how a practitioner can grow and market their practice including networking, traditional advertising marketing and advertising ethics, social media, creating a database and following up, new clients from current clients, evaluating potential cases and buying a practice.
- Going Solo: Getting Your Practice Started (2 CLE cr) – This program will discuss how a practitioner can get their practice up and running once they have worked out the nuts and bolts. The presenters will address signing up clients, running conflicts checks, executing fee agreements and communications with your clients.
- Going Solo: The Nuts & Bolts of Starting Your Own Practice (2.5 CLE cr) – This session will cover the logistical and ethical considerations a practitioner needs to address when opening a law practice. The presenters will offer tips and insight for practitioners who are beginning the process of setting up their practice including considerations for deciding what type of entity to set up, how to set up the business accounts, getting insurance as well as how to set up procedures and case management practices to run a successful practice.

30. New Hampshire Bar Association

- Small Firm Flight Plan for the 21st Century
- Environmental Law for the Solo or Small Firm Practitioner

31. New Jersey State Bar Association

- Need to login to see CLE courses

32. State Bar of New Mexico

- Solo & Small Firm Annual Institute (3 CLE cr)
- Attorney Ethics When Starting a New Firm (1 CLE cr)
- Ethically Managing Your Practice (1.5 CLE cr)

33. New York State Bar Association

- Starting a Practice in New York (7.5 CLE cr) – This full-day program will provide an overview of what it takes to own your own practice. From choosing a business entity to choosing office space and attracting new

clients, this program will provide practical and useful tips for starting a practice in New York.

- Hiring and Managing Staff (2 CLE cr) – Geared toward solo and small firm practitioners, this comprehensive program will address hiring and managing staff and will provide an overview of human resource compliance.
- Law Firm Business Development (1 CLE cr) – Effective business development is fundamental to a law firm's success. Arthur Levin and Roger Barton will provide you with the necessary information for developing a law firm business development strategy.
- Starting Your Own Practice
- Protecting Your Practice: Risk Management for Lawyers

34. North Carolina Bar Association

- Solo Practice 101 For Young Attorneys (2 CLE cr)
- Emerging Challenges for Small, Mid-Sized Firms & Solos (2 CLE cr)
- Solo & Small Firm's Guide to Everyday Rainmaking Problems (2 CLE cr)

35. State Bar Association of North Dakota

- None available

36. Ohio State Bar Association

- Legal Technology Conference for Solo and Small Firm Practitioners (12.25 CLE cr)
- Law Office Management (1 CLE cr) – Effective business development is fundamental to a law firm's success. Arthur Levin and Roger Barton will provide you with the necessary information for developing a law firm business development strategy.
- Technology Needs for the Solo or Small Firm Practice (1 CLE cr) – Tips and technology to help lawyers make their offices more efficient and productive.

37. Oklahoma Bar Association

- Taking Care of Business: An Everyday approach in Your Solo/Small Firm Practice (1 CLE cr)
- How to Start and Grow a Highly Professional, Ethical, and Profitable Law Firm (1 CLE cr)
- A Roadmap to Effective, Ethical Business Development, and Client Service – Build your Practice (3 CLE cr)

38. Oregon State Bar

- None available

39. Pennsylvania Bar Association

- Cannot view CLE courses

40. Rhode Island Bar Association

- None available

41. South Carolina Bar Association

- Solo & Small Firm's Guide to Everyday Staffing Problems
- Solo & Small Firm's Guide to Maximizing Cash Flow

42. South Dakota State Bar

- Solo and Small Firm

43. Tennessee Bar Association

- Opening a Law Practice and Getting New Business (1 CLE cr) – You know the law but don't let the business of law slow you down as you build your reputation and client base. Attorney Matt Potempa offers suggestions for those who want to “hang out a shingle” and go solo. He offers tips on fees, office equipment, staff, marketing and networking.
- Billing Do's and Don'ts for Solo and Small Firms (1 CLE cr) – Effective billing practices are not taught in law school and ineffective billing can get in the way of a successful practice. This presentation will discuss some simple, but effective ways to ensure you are billing a variety of your services. These tips have been developed from years of working with solo practitioners and small firms. We will also discuss ways to make sure those bills get paid.
- Staffing Your Practice (1 CLE cr) – Employment attorney Greg Grisham discusses his experiences in hiring and staffing a law practice. Some topics discussed in the program include Initial Considerations, Legal requirements, Employee Selection, and Terminating Staff.

44. State Bar of Texas

- General Practice/Solo/Small Firm Section Program: Real Est. (2.25 CLE cr)
- The Culture of Solethics: Ethical Dilemmas that Plaque Solo Practice (1.5 CLE cr)
- Ethics and Professional Tips for New or Solo Attorneys (1 CLE cr)
- Solo Success: Real World Insights (1 CLE cr)
- Updates for Solo Practitioners and Small Firms (2.5 CLE cr)

45. Utah State Bar

- How to Manage a Small Firm (7 CLE cr) – Understanding the hidden connections between small law firm management, ethics, professionalism, risk management, and firm success.

46. Vermont Bar Association

- None available

47. Virginia State Bar

- None available

48. Washington State Bar Association

- Practice Management Check-Up: Transforming Your Solo and Small Firm From Surviving to Thriving (1.25 CLE cr)
- Top 10 Things Attorneys Need to Know About Running a Practice (1.23 CLE cr)
- Buying and Selling a Solo or Small Firm (1 CLE cr)
- Practical Practice (1.25 CLE cr)
- The Essential Toolkit for the Solo and Small Practice (2 CLE cr)
- Succession Planning for Solo/Small Firm (.75 CLE cr)
- The Small Law Firm in Today's World (1 CLE cr)
- Managing Your Solo/Small Firm Practice More Effectively (1.5 CLE cr)

49. West Virginia State Bar Association

- Solo and Small Firm Conference

50. Wisconsin State Bar Association

- Business Plans For Lawyers (6.5 CLE cr) – Who Should Attend? Anyone who has or wants to open a law office and needs more knowledge of business principles to succeed as a small business owner in a highly regulated industry.
- Growing your Practice the Right Way (1 CLE cr) – Who Should Attend? Solo and small firm attorneys and general practice attorneys.
- Business Principles for a Successful Law Firm (6.5 CLE cr) -- Who Should Attend? Anyone who has or wants to open a law office and needs more knowledge of business principles to succeed as a small business owner in a highly regulated industry.
- Solo and small Firm Conference (13.5 CLE cr)

51. Wyoming State Bar

- Starting Your Own Firm: Is it something you should think about and prepare for? (2.75 CLE cr) – Do you have what it takes to start your own firm? Was your decision to start a law firm based on a drastic career change or circumstances beyond your control? What is your game plan, and how are you planning on facing the recent downturn in the economy? If you're thinking of launching out on your own, there are a multitude of issues to consider ranging from whom will your clients be to whether to specialize or diversify to address the economic conditions to what should your letter of engagement contain.
- How to Operate a Small or Home Law Office (3 CLE cr) – Our experienced faculty will discuss what you need to know for opening and managing a small or home law office. Whether you are currently working in your own firm or you are planning to soon, you will come away with tips and tools that will help your office run smoothly and ethically.
- Solo and Small Firm – You can have it all and do it all (1.25 CLE cr) – Alexis Martin Neely guides law practice owners through her experience of leaving a big law firm life and starting her own firm with limited financial resources, while she was the bread winner in her family, she had a baby at home and another on the way. She shares the trials, tribulations and rewards of growing her practice from scratch into a million dollar a year law business in just three years. She explains how every solo and small firm practitioner can follow the proven blueprint for success she has developed and now successfully taught to over 150 other lawyers. Be ready to transform your business and become the lawyer you've always wanted to be while achieving a work/life balance.

ANALYSIS OF COMPETING WORKS

1) For Solos and Small Law Firms: Running a Law Practice on a Shoestring

ABA Law Practice Management Section, 1997

This book is very outdated. It discusses setting up the basic physical plant as well as budget, money management, decorations, and telephone. It does not discuss types of business arrangements, handling clients, accepting or not accepting cases, or managing problems or adverse situations.

2) How to Start a Successful Law Practice: The New Lawyer's Guide to Opening An Office As A Solo Or Small Firm Attorney

William L. Pfeifer, Jr.
Pipers Willow, Inc., 2006

This book contains very brief discussions about choosing an area of practice, selecting an office location, types of business arrangements, and office setup. It very modestly discusses fees and marketing. Although it contains some basic forms, there should be more. There is very little discussion about selecting clients and cases; there is no discussion about managing problems or adverse situations.

3) Managing the Modern Law Firm: New Challenges, New Perspectives

Edited by Laura Empson
Oxford University Press, 2007

This is not set up as a "how to" type of book. It is not suited for classroom use.

4) Law Firm Management: A Business Approach

Susan S. Samuelson
Little, Brown and Company, 1994

This book is geared toward larger firms rather than solo or small firms. The book contains a great deal of history rather than a practical "how to" approach. It does not assist lawyers with creating a firm. Also, it is out of date, provides no practical information, and does not include forms.

5) Supervisory and Leadership Skills in the Modern Law Practice: Creating a Learning Organization

Paul J. Zwier
NITA, 2006

This book is not geared toward law students or lawyers who desire to set up a solo or small-firm practice. The book centers on the philosophy and theory of supervision and leadership.

6) Run Your Firm Like A Business: An Operations Guide For The Solo Practitioner And Small Firm

Frank T. Lockwood,
ABA, 2013

This book does not provide advice about how to set up a firm. It contains helpful practice tips for law firm management and contains a limited number of forms. Nonetheless, it will not work as an LPM text because it does not provide instruction about the startup process or handling problems that arise.

7) Growing Your Law Practice In Tough Times

Edward Poll
West - Thompson Reuters, 2010

This book does not provide the basic information that a student or lawyer starting a practice would need. It does not contain any forms or checklists, nor does it contain a teacher's manual, which would be helpful to a professor trying to utilize this book as one of the resources in a class. The book contains interesting discussions of how to determine partner and associate compensation and how to set fees, as well as other concepts and the author's opinion of them. The problem is that the book doesn't offer a basic explanation of how a novice should actually do these things. It is not suitable for use as the sole text in a LPM class.

8) Think Again: Innovative Approaches To The Business Of Law

Jeffrey L. Nischwitz
ABA, 2007

This is a good book about being an entrepreneur and developing a business; it might be helpful to someone who has already set up a practice. It is not intended to be a primary text, and it does not include basic forms that a starting attorney would need.

9) Minding Your Own Business: The Solo And Small Firm Lawyer's Guide To A Profitable Practice

Ann M. Guinn
ABA, 2010

This would be interesting as a supplementary (not required) course book. It's not comprehensive enough for use as a solo text for class. It contains few forms and checklists. It does contain a useful discussion of how to set fees and handle billing, client contact, and marketing. It also contains a useful discussion of the pros and cons of various strategies. But it does not include a broad discussion of nuts and bolts. This is not suitable as a primary text for a class.

10) Solo By Choice: How To Be The Lawyer You Always Wanted To Be

Carolyn Elefant

Decision Books, 2008

This book contains interesting comments by people who started solo practices solo right after law school. It also contains a lot of good advice. But it contains little or no discussion of the nuts and bolts of what is needed to start and run the office. This would be good as a supplemental text, but this is not suitable as a primary text for a class.

11) Attorney And Law Firm Guide To The Business Of Law—Planning And Operating For Survival And Growth, 3rd Edition

Edward Poll

ABA, 2014

This book contains a lot of useful information, but the presentation is chaotic and not linear. The visual presentation is not user-friendly and is overwhelming. Further, the presentation of ideas is not logical. Students and new lawyers wanting to start a law firm need a logical, step-by-step presentation of ideas. This is not suitable as a primary text for a class.

12) Introduction To Law Practice: Organizing and Managing Legal Work, 4th Edition

Gary A. Munneke

West, 2013

This book incorporated cases and questions for class discussion. The appendices contain useful checklists. This is not a "how-to" book and, therefore, will not work as a stand-alone text for a simulation-based LPM class. It does, however, contain a lot of useful information.

13) Flying Solo: A Survival Guide For The Solo And Small Firm Lawyer, Fifth Edition

Edited by K. William Gibson

ABA, 2014

This book is easy to read, but the text in this new edition is disconcertingly large—like a large-print book for the visually impaired. (Previous editions did not contain large print.) This new edition contains a great deal of new, valuable resources re: cloud computing, software, online collaboration tools, e-filing, etc.—more than any of the above books. It is a good book to suggest as supplementary reading for class (recommended but not required). It contains substantially less information than previous editions and does not contain enough general "how to" information to use useful as a textbook. This is not suitable as a primary text for a class.

14) Materials and Cases on Law Practice Management: A Learning Tool For Law Students

Thomas McKnight Steele
LexisNexis, 2004

This book contains a great deal of history and analysis that does not apply to the solo or small firm practitioner. It is densely written and difficult to read. The approach does not lend itself to a course where the goal is to have students open and run a simulated law office. It is seriously out of date, does not deal with any of today's technology, and provides no forms or checklists for a law student or new lawyer to utilize.

AUTHORS' BACKGROUND:

LYNNE ADAIR KRAMER

Lynne Adair Kramer is an AV rated attorney with over 35 years of practice experience. She founded her own firm in 1979 and grew it from a solo practice to a firm employing 15 people, making it the largest matrimonial firm in a county of 1.5 million. Kramer owned and operated her firm until 2006, when she joined Touro Law Center as a full-time faculty member. Prior to that, she taught at Touro as an adjunct faculty member for 17 years, and was chosen by students as the Adjunct Professor of the Year multiple times.

At Touro Law Center, Prof. Kramer regularly teaches courses in interviewing, negotiating, and counseling, trial practice and advanced trial practice, and serves as the faculty supervisor of their trial teams. She is also the director of the law school's renowned Court Observation Program, which was featured in the Chronicle of Higher Education. Prof. Kramer was one of the author's of Touro's new Solo and Small Practice concentration and will be teaching an innovative course designed to give the aspiring practitioner a comfort level with a variety of matters that a new practitioner is likely to handle.

Prof. Kramer has been very active in a variety of professional organizations rising to become the second female president of the Suffolk County Bar Association, representing 3200 lawyers in New York. She is a past-chair of numerous committees of that county's bar association including the prestigious bench bar committee, and is currently a member of the Board of Managers of the Suffolk County Bar Association Charitable Foundation. She is also a former director of the New York State Women's Bar Association, and the past-president of the Nassau-Suffolk Women's Bar Association (New York) for which she chaired their judicial screening committee.

Prof. Kramer's activities have also involved service to her community. She currently is the President of the Board of VIBS (Victims Information Bureau of Suffolk County) an agency dedicated to the eradication of domestic violence, and is the immediate past president of the board of the Suffolk Y JCC, where she continues to remain a member of the board.

Prof. Kramer was graduated with distinction from Smith College, and earned her J.D. at Hofstra University School of Law. She is licensed to practice in Virginia, the District of Columbia, and New York. She continues to serve of counsel in the field of matrimonial law and is the owner-operator of a divorce mediation and arbitration service.

ANN L. NOWAK

EMPLOYMENT:

Touro College Jacob D. Fuchsberg Law Center, Central Islip, NY
Director of the Writing Center and Adjunct Professor (Law Practice Management)
2008-present

Law Office of Ann L. Nowak, Water Mill, NY
General practice included civil litigation, criminal law, land use, divorce law, wills, contracts, commercial law, corporate law, bankruptcy law, real estate, and other business and personal matters.
1989-2009

University of Phoenix, Phoenix, AZ
Part-time faculty member. Taught persuasive writing and research writing (Axia College, online division).
2007-2008

Southampton Town Zoning Board of Appeals, Southampton, NY
Member of the Board.
1996-present.

CUNY School of Law, Queens, NY
Adjunct Professor. Taught legal writing and research.
1986-1988

Newsday (daily newspaper), Melville, NY
Assignments included:
Business Reporter – legal, financial, banking, retailing; wrote “Smart Money” columns.
General Assignment Reporter – emphasis on news and politics.
Feature Writer – general interest articles with emphasis on health and fitness.
1983-1989

EDUCATION:

CUNY SCHOOL OF LAW, Queens, NY
J.D.

BOSTON UNIVERSITY, Boston, MA
M.A. (Creative Writing)

BARNARD COLLEGE, COLUMBIA UNIVERSITY, New York, NY
A.B. (English – Concentration in Writing)

BAR ADMISSIONS:

New York. Admitted to practice in the federal courts of the Eastern District of New York. Admitted to practice in the U.S. Supreme Court.

MISCELLANEOUS PROFESSIONAL ACTIVITIES:

- Pro Bono Legal Specialist, Rule of Law Initiative program, **American Bar Association**, April 2014. Taught Law Practice Management to Kuwaiti attorneys in conjunction with Kuwait Bar Association in Kuwait City, Kuwait.
- Pro Bono Legal Specialist, Rule of Law Initiative program, **American Bar Association**, November 2011. Taught Law Practice Management to Middle Eastern attorneys in Istanbul, Turkey.
- Visiting Professor, American Law Program, **Bahçeşehir University Faculty of Law**, Istanbul, Turkey, May 2011. Taught weeklong course in Law Practice Management.
- Deputy Editor, *International Lawyer, Year-In-Review Issue*, **American Bar Association, Section of International Law**, 2010-2013.
- Co-Chair, Task Force on Distance Education, **Touro College Jacob D. Fuchsberg Law Center**, Central Islip, NY, 2013. (Member of Technology Committee, 2013-present.)

PUBLICATIONS:

- *Pole Dancing as a Legal Writing Tool*, 20 *The Law Teacher* 31 (Spring 2014).
- *Writing Clearly: What I Teach May be Hazardous to Your Wallet*, 70 *Clarity* 43 (2014).
- *Dancing with Semicolons—Using Distance Learning to Motivate Student Writers*, *The Second Draft: The Official Magazine of the Legal Writing Institute*, 27 *The Second Draft* 10 (Fall 2013/Winter 2014).
- *Comparative Scholarship: Should Law Students Serve as Gatekeepers for the Academy?*, *European Academic Research*, 1 *Eur. Acad. Res.* 1665 (2013).
- *Applying Mathematical Set Theory to Statutory Construction of Municipal Sign Laws*, *The Municipal Lawyer*, 27 *Mun. Law.* 22 (2013).

- *Tough Love: The Law School that Required Its Students to Learn Good Grammar*, Touro Law Review, 28 Touro L. Rev. 1369 (2012).
- *An Introduction to Comparative Legal Scholarship*, Bahçeşehir University School of Law Kazancı Law Journal, 83-84 Bahçeşehir Üniversitesi Hukuk Fakültesi Kazancı Hukuk Dergisi 182 (2011).

PRESENTATIONS:

I have spoken individually, jointly, and as a panelist at more than two-dozen conferences nationally and internationally since 2008. Details available upon request.

PROPOSED CHAPTER OUTLINE OF LAW PRACTICE MANAGEMENT TEXTBOOK (KRAMER and NOWAK—7 pages)

PART ONE: SETTING UP THE FIRM

1. PROS AND CONS OF SOLO AND SMALL PRACTICE: IS IT FOR ME?
2. SHOULD I OPEN A PRACTICE ALONE OR WITH ONE OR MORE PARTNERS?
 What are the pros and cons of practicing alone versus with others?
 How well should I know a potential partner?
 What kind of reputation does my potential partner have?
 Does the potential partner have an ability to draw in clients?
 What are the strengths and weaknesses of each potential partner?
 What is their work ethic?
 What is their money style?
 What is their working style?
 Why do you need a partnership agreement? What does one look like?
 Are they potential rainmakers, talented litigators, skilled managers, etc.?
 What will you name the firm?
 What type of entity should you form—Partnership, LLC, PLLC, etc.?
 How will the profits be divided? What are the possibilities?
3. FINANCES: CAN I AFFORD TO START A SOLO OR SMALL-FIRM PRACTICE?
 How much money will I need to start the practice?
 How much money will I need for living expenses until the practice begins to thrive?
 How much money will I need to make to maintain the practice and to pay for my personal expenses outside the practice?

What finances are available?
Are there individuals who will lend me money?
What are the different types of repayment arrangements? Are there institutional sources of money?
What are favorable and unfavorable terms?
Why is a business plan necessary and how do you create one? (Simulation where students create a business plan for their new law office.)

4. DO I WANT TO START A GENERAL PRACTICE OR CONCENTRATE ON ONE OR TWO AREAS?

Are there areas that fit well together?
Are there specialty areas that will draw a specific demographic (for example, the elderly)?

5. WHAT LOCATION IS MOST SUITED TO MY TYPE OF PRACTICE, OR WHAT TYPE OF PRACTICE IS MOST SUITED TO MY LOCATION

Should you open your new office where you know people or where your potential client base is located? That is, should you open the office near people with whom you have a personal affinity—relatives, a neighborhood in which you grew up, a religious and/or ethnic community to which you belong, etc. because these people are a potential client base? Or should you open the office near people with whom you do not necessarily have a personal affinity but who are a potential base of clients in your intended field—for example, should you locate your office near a community of retirement housing if you want to represent the elderly? Should you be guided by the cost of the rental, or should you be guided by the income potential of the location? For example, are there specialties where you might want to pay a higher rent to be in a building where other prosperous professional tenants might hire you?

6. OFFICE OPTIONS: WHAT TYPE OF OFFICE IS BEST FOR ME?

Discussion of pros and cons of various types including:
Rent/purchase (includes a simulation)
Time for space
Virtual office
Home office

7. WHAT DO I NEED TO OPEN AN OFFICE?

Business cards
Letterhead
Furniture (new vs. used)—desks, file cabinets always, shelving
Computers and software
Photocopiers—size, capabilities, leasing vs. buying (pros and cons)
Telephone options (services such as forwarding calls to a service)
Fax, e-fax, scanner
Shredder
Message books

- Legal pads, pens, folders (the need for different sizes and types of folders)
- Legal publications
- Research options (online, books, law libraries)
- Insurance—malpractice, liability, office interruption, office overhead, key person if practice involves a partner or partners, disability, health

8. ORGANIZATION OF OFFICE

- Physical plant
- Calendar
- Tickler/ reminder systems
- Filing systems—includes a discussion of paper vs. computer.
 - What paperwork is appropriate to scan and store electronically?
 - What paper documents can you destroy after storing electronically?
 - What are the options for storing and filing emails and texts (an evolving topic)?
 - How to set up computer files—including a discussion of naming them
- What must you save and for how long?
- Opening and organizing each case file
- Use of the Cloud
- Computerized law office management systems
- Establishing Procedures for Staff
 - Establishing checklists for procedures
 - General operating procedures
 - Procedures for different areas of practice (Simulation: students work in groups to create a checklist of procedures for a transactional case—representing a client who is selling a house)
- Banking—description and reasons for each type of account
 - Escrow
 - IOLA
 - Office operating account
 - Disbursement account (optional but useful account)
 - Petty cash account (optional) vs. petty cash kept in office—or neither

9. ALTERNATIVE FEE ARRANGEMENTS AND BILLING

- Fees—flat fees, contingent fees, hourly fees, hybrid fees, barter
- Credit cards and arrangements to take them
- Time records and monitoring time of employees
- Billing systems
 - Who does the billing—you or some other person? In-house (secretary or bookkeeper) or out-sourced? If out-sourced, what type of person or entity? How do you locate and hire the appropriate person? Cost?

10. MANAGING CLIENTS AND CLIENT RELATIONS

- The demanding client
- The client who ignores you

The dishonest client
The client who wants you to lie, distort, or stray from the rules
The client who is mentally erratic or irrational
The client who thinks he or she knows more than you do
How responsive should you be with clients?
How much should you tell clients?
Public relations: discussion includes the use of blogs, a firm website, Twitter, Facebook, and other social media (discussion includes pros, cons, and cautions)
Giving interviews—when, why, and how to limit what you say to achieve better control over (1) how it is spun by the media, (2) how it is edited, and (3) how you and your client are portrayed to the public
Handling adverse court decisions, bad case outcomes, and/or bad press
Divesting yourself of problematic clients
Under what circumstances can you do this?
What do you have to do to sever your relationship?
Do you need the court's permission?

11. MARKETING

Signs
Advertising
Business cards for support staff
Law firm brochures
Social Media—website, blogs, Avvo testimonials, etc.
Networking
Involvement in professional organizations
Involvement in community organizations
Sponsoring or co-sponsoring local events
Speaking engagements—giving free seminars or presentations locally
Giving media interviews/quotes—includes a discussion of how to cultivate relationships with reporters and media writers
Attire and demeanor when “off-duty” and outside the home
Referral arrangements
Cultivating relationships with other lawyers and non-law professionals
Cultivating relationships with possible referral sources—includes a discussion of how to find them
Joining organizations and panels—includes a discussion of possible options
Joining panels to obtain additional income, CLE credits, future referrals, etc.

12. HIRING PERSONNEL—HOW TO FIND THEM, AND HOW TO MANAGE THEM

When should you stop performing tasks yourself and hire someone?
Secretarial
Cleaning
Bookkeeping
Accounting

- Paralegal
- Lawyers (part-time, of-counsel, and/or full-time)
- How to find personnel without paying for advertising
- Cost-effective methods and locations for advertising—pros and cons
- What to say in a help-wanted advertisement
- What to require of potential employees
- What to watch for in the interview
- References—reading between the lines
- Office Policies
 - Establishing office policies
 - Creation of an office policy manual—why it is necessary and what should be in it. (Simulation: students work in groups to create a manual.)
 - Includes a discussion of contents: holidays, sick days, vacation time, general principles and rules, sexual harassment, what to say when answering the phone, etc.
 - Confidentiality
 - Discussions, statements, training sessions for in-house personnel

PART TWO: HANDLING CLIENTS AND CASES

1. PROSPECTIVE CLIENTS – HOW TO HANDLE THE INITIAL CONTACT

- Checking for conflicts during the client's first telephone call
- Getting basic information over the phone
- What client information must your office obtain before giving out any information about the office's services?
- When is it important not to get too much information?
- Checklists for initial calls—what information is necessary
- Why no one in the office should give legal advice to prospective clients
- Should you charge for consultations? Pros and cons. If so, how much?
- Should you try to schedule an appointment during the first call?
- How to handle potential clients who:
 - Want office consultations only at inconvenient times (ex: nights, weekends)
 - Walk in without appointments
- How to handle callers who want to know price before anything else
- Why you need to send letters of non-engagement

2. POTENTIAL CLIENTS IN THE WAITING ROOM

- Should your clients fill out an intake sheet? Pros and cons.
 - If so, what information should be included, why does this differ by type of case, and when might less information be preferable? (Simulation: students create intake sheets for clients to fill out)

Important questions to ask clients regarding contact information
When should you ask clients to bring something to the initial visit, and
what should they bring?

3. INTERVIEWING THE PROSPECTIVE CLIENT

Creating attorney checklists for use in initial consultations

What should these contain?

How might these be useful?

Simulation with fact patterns and role-playing. Students are told they will be handling a case (a variety to choose from) They must design an intake sheet for themselves (as opposed to the one for the client) then use it to interview a “client” (who will be given a fact pattern). The student-lawyers must decide if they want to take the case based on the answers to their questions. Did the student-lawyers fail to ask questions that would have been necessary to determine whether to take the case? If so, what were these questions?

4. FEES, ENGAGEMENT LETTERS, AND RETAINERS

How to determine what type of fee to charge

Hourly fees

Flat fees

Contingency fees

Hybrid fees

Engagement letters/retainer agreements

Do you need to provide all clients with an engagement letter?

What does an engagement letter look like? How do they differ among subject areas?

Should you obtain a retainer payment and, if so, how much? Does this differ by subject area? Should you ask for a retainer during the first appointment?

What should you do with the retainer fee that you receive?

Simulation: students design a retainer agreement for a case (type of case to be decided; could be hourly type of case or hybrid i.e. debt collection)

Should you charge in advance for disbursements?

What should you do with the money you receive?

5. YOU'RE DONE WITH THE CASE

Firing clients before a case is concluded. Can you just fire them? Do you need court permission? Are there ethical issues?

How do you sever your relationship with a client before a case is concluded?

After a case is concluded, should you send the client anything to let the client know that your representation has ended? If so, when should you do this and what should you send?

Students to draft a letter ending representation after a case is concluded and a letter "firing" a client before a case is concluded.

PART THREE: DEALING WITH UNEXPECTED STRESS

1. YOU REALIZE YOU MISHANDLED SOMETHING. WHAT DO YOU DO?

Is it malpractice, or is it fixable?

With whom do you discuss this? A colleague? A client? Your malpractice insurance carrier?

Is it grievable?

2. YOU GET A LETTER FROM THE GRIEVANCE COMMITTEE CONTAINING A COMPLAINT

How do you respond?

When do you respond?

How much information do you include?

3. YOU DON'T LIKE THE CLIENT AND/OR THE CLIENT DOESN'T LIKE YOU

Are you forced to keep the client?

Is there a way to split amicably?

4. YOU RECEIVE A COMPLAINT FROM AN EMPLOYEE

If it is an in-house complaint, how do you respond?

If it is a human rights complaint with an outside agency, how do you respond?

If the complaint is part of a lawsuit, then what?

In any of these situations, do you need counsel? Why or why not?

5. FEE DISPUTES

What should you do if a client disputes your fee?

What should you do if your client files a fee dispute with a bar association or other outside agency? How do you prepare and respond?

What should you bring to the hearing?

6. YOU ARE BEING SUED BY YOUR CLIENT

Whom do you contact?

What do you have to do?

7. YOUR PARTNER IS A DISASTER

Examples:

Your partner is stealing from you

Your partner isn't doing his or her share of the work

Your partner isn't bringing in any business

Your partner is diverting cases

Your partner is incurring debt

What are your options?

INSURANCE POLICY

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.



AXIS Insurance Company
303 W. Madison, Suite 500, Chicago, Illinois 60606
866-259-5435

Policy No.: MCN000225061501
Renewal of: New

**MEDIA/PROFESSIONAL INSURANCE®
MULTIMEDIA LIABILITY POLICY DECLARATIONS**

PAYMENT OF **CLAIM EXPENSE** SHALL REDUCE AND MAY EXHAUST THE LIMITS OF THE POLICY. THE COMPANY SHALL NOT BE LIABLE FOR **CLAIM EXPENSE** OR FOR THE AMOUNT OF ANY JUDGMENT OR SETTLEMENT TO THE EXTENT THAT SUCH EXCEEDS THE LIMIT OF INSURANCE OF THIS POLICY.

CLAIM EXPENSE SHALL BE APPLIED AGAINST THE SELF-INSURED RETENTION AND SHALL REDUCE, AND MAY EXHAUST, THE SELF-INSURED RETENTION.

1. **Named Insured and Address:**

Lynne Adair Kramer
Jane Dillof Mincer
[REDACTED]

2. Policy Period: From January 13, 2015 To January 13, 2016
12:01 A.M. standard time at the address of the Named Insured as shown above.

3. Optional Coverage Agreement B. selected and applicable to limits shown in Item 4. below. Yes No

4. Policy Limits:	\$ 1,000,000	Each Loss	
	\$ 1,000,000	Total Limit of Insurance	
5. Self-Insured Retention:	\$ 10,000	Each Loss	
6. Annual Premium:	\$ 3,556.00	Minimum Premium:	100.00%
State Surcharge/Tax:	\$ 0.00		

7. **Scheduled Media**

The Brockhurst File - A Mat Ladies Novel; First Edition; 2014; Print on Demand; e-book

8. Coverage Form: Multimedia Liability Policy (CEWL) - MM-001-N (01-12)

Endorsements and other forms attached to this policy:

1. Additional Insured Endorsement - MM-02 (7-09)
2. Company Selection of Counsel Endorsement - MM-21 (7-09)
3. Declaratory Relief Action - Claim Expense Amendatory Endorsement - PRO MU DEC-REF (06-12)
4. Errors & Omissions-Standard Coverage Endorsement - MM-23 (10-10)
5. Failure to Obtain Rights Exclusion - MM-26 (7-09)
6. New York Amendatory Endorsement - NY-01A (02-11)

All notices and inquiries should be addressed to:

AXIS PRO®
a business unit of the Professional Lines Division of AXIS Insurance
1201 Walnut, Suite 1800
Kansas City, Missouri 64106

Authorized Representative

Issued On: January 14, 2015

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MEDIA/PROFESSIONAL INSURANCE[®] MULTIMEDIA LIABILITY POLICY

(Claim Expense Within the Policy Limit)

IMPORTANT NOTICE

CLAIM EXPENSE IS INCLUDED IN THE POLICY LIMIT AND THE SELF-INSURED RETENTION.

ALL WORDS OR PHRASES, OTHER THAN CAPTIONS, PRINTED IN BOLD FACE ARE DEFINED IN THE POLICY.

VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT INSURED.

In consideration of the payment of the premium and in reliance on the statements in the Application and subject to all other terms of this policy, the Company designated in the Declarations agrees with the **Insured** named in the Declarations to the following:

I. COVERAGE AGREEMENTS

A. Media Liability

The Company will pay on behalf of the **Insured** all **Damages** and **Claim Expense**, in excess of the Self-Insured Retention and within the applicable Policy Limit, as a result of an **Occurrence** in connection with **Scheduled Media** during the Policy Period that gives rise to a **Claim**, regardless of when a **Claim** is made or suit is brought, including but not limited to **Claims** for or arising out of:

1. any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct or prima facie tort;
2. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
3. any form of infringement or dilution of title, slogan, trademark, trade name, trade dress, service mark or service name;
4. any form of infringement of copyright, violation of **Droit Moral**, passing-off, plagiarism, **Piracy** or misappropriation of ideas under implied contract;
5. breach of a license to use a third party's trademarked or copyrighted **Matter**, but only arising from a use that unintentionally exceeds the scope of the license with respect to the territory, period or media in which the **Matter** may be used and only when alleged in conjunction with a **Claim** covered in 3. or 4. above;
6. breach of agreement, breach of confidentiality or promissory estoppel, in connection with the failure to maintain the confidentiality of a source or materials furnished by a source or the failure to portray a source or a subject in a certain light;

Class Code: 2-14162

MM-001-N (01-12)

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7. failure to attribute authorship or provide credit under any agreement to which an **Insured** is a party;
8. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
9. false arrest, detention or imprisonment, abuse of process or malicious prosecution;
10. **Unfair Competition** or conspiracy, but only when any of these are alleged in conjunction with a **Claim** covered in 1. – 9. above;
11. negligent supervision of an employee, but only when alleged in conjunction with a **Claim** covered in 1. – 9. above;
12. **Contextual Error or Omission**; or
13. negligent transmission of a computer virus or malicious code, or any unauthorized access to or posting on a covered website of an **Insured** that results in a **Claim** covered in 1. – 9. or 12. above.

B. Business Operations and Personal Injury Liability

If Coverage Agreement B. is selected in Item 3. of the Declarations, the Company will pay on behalf of the **Insured** all **Damages** and **Claim Expense** in excess of the Self-Insured Retention and within the applicable Policy Limit as a result of an **Occurrence** committed in the usual and ordinary business operations of the **Insured**, including **Public Appearances**, during the Policy Period that gives rise to a **Claim**, regardless of when **Claim** is made or suit is brought, for or arising out of:

1. any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
2. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
3. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
4. false arrest, detention or imprisonment, abuse of process or malicious prosecution;
5. any form of infringement or dilution of title, slogan, trademark, trade name, trade dress, service mark or service name; or
6. any form of infringement of copyright, violation of **Droit Moral**, passing-off, plagiarism, **Piracy** or misappropriation of ideas under implied contract.

II. DEFINITIONS

- A. "**Advertising**" means publicity, press releases, promotional material or promotion of any kind that are publicly disseminated to promote the **Scheduled Media** of an **Insured**.
- B. "**Assumed Under Contract**" means liability assumed by the **Named Insured** or its **Subsidiaries** in the form of hold harmless or indemnity agreements executed with any party, but only as respects:
 1. the types of **Claims** falling within the Coverage Agreements; and
 2. **Matter** furnished by the **Named Insured** or its **Subsidiaries**.

Examples of **Assumed Under Contract** are hold harmless or indemnity agreements with advertisers, advertising agencies, publishers, broadcasting companies and networks, cable television systems, authors and other entities distributing **Matter**.

C. "**Bodily Injury**" means physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

D. "**Claim**" means any of the following against the **Insured**:

1. a demand or assertion of a legal right, even if any of the allegations of the **Claim** are groundless, false or fraudulent;
2. a suit seeking injunctive relief relating to the types of **Claims** specified in the Coverage Agreements;
3. any written request to toll or waive a statute of limitations relating to a potential **Claim**;
4. any arbitration or mediation proceeding; or
5. a written demand for a retraction or correction.

E. "**Claim Expense**" means, when authorized and approved by the Company:

1. reasonable fees charged by an attorney in defense of a **Claim**, including such fees necessitated by investigating, handling or responding to a demand for a retraction, correction or clarification;
2. all other reasonable fees, costs and expenses which result from the investigation, discovery, adjustment, defense, negotiation, arbitration, mediation, settlement or appeal of a **Claim**;
3. premiums on appeal bonds required as a result of a covered **Claim** and premiums on bonds to release attachments for a bond amount not exceeding the applicable Policy Limit, but the Company has no obligation to apply for or furnish any such bonds.

"**Claim Expense**" does not include salary charges or expenses of regular employees of the **Insured**.

F. "**Contextual Error or Omission**" means any negligent act, error, omission, misstatement, misleading statement or misrepresentation in **Matter** in **Scheduled Media** by or with permission of the **Insured**.

G. "**Damages**" means any of the following costs the **Insured** is legally obligated to pay because of liability imposed by law or **Assumed Under Contract**: monetary judgment, award or settlement, including those that are actual, statutory, punitive, multiplied, or exemplary; pre- and post-judgment interest; and legal expense of others.

In determining the insurability of punitive or exemplary damages, or the multiplied portion of any multiplied damage award, the law of the jurisdiction most favorable to the insurability of those damages will control for purposes of resolving any dispute between the Company and the **Insureds**, provided that such jurisdiction is:

1. where the punitive, exemplary or multiplied damages were awarded or imposed;
2. where all or part of the conduct giving rise to the **Claim** took place;
3. where either the Company or any **Insured** is incorporated, has its principal place of business or resides; or
4. where this policy was issued or became effective.

The maximum portion of pre-judgment or post-judgment interest the Company will pay on behalf of the **Insured** will be no greater than the proportion of **Damages** covered by this policy on which interest is assessed bears to the total **Damages** for the **Claim** on which such interest is assessed.

"**Damages**" does not include:

1. production costs, loss of profits or the cost of recall, return, reproduction, reprinting or correction of **Matter** by any **Insured** or indemnitee or the cost of compliance with an injunction or other court order;
2. fines and penalties, including but not limited to, governmental, civil or criminal fines or penalties; or

3. royalties, sums, deposits, commissions, charges or fees assessed by ASCAP, SESAC, RIAA, BMI or other licensing organizations or on their behalf or for others arising from the failure, directly or indirectly, by the **Insured** to obtain or maintain required licenses or payments;

or any **Claim Expense** resulting therefrom.

- H. "**Droit Moral**" means the creator's rights to attribution and the integrity of a work.
- I. "**Each Loss**" means all **Damages** and **Claim Expense** arising out of an **Occurrence**.
- J. "**First Named Insured**" means the **Named Insured** first listed in the Declarations under Item 1., **Named Insured**.
- K. "**Insured**" means, individually and collectively:
1. the **Named Insured**;
 2. any **Subsidiary** in existence on the Inception Date of this policy;
 3. the **Named Insured's** or **Subsidiary's** stockholders for their liability as stockholders;
 4. the **Named Insured's** or **Subsidiary's** partners, officers, directors, trustees and full-time, part-time, seasonal, leased, or temporary employees, and volunteers, but only with respect to their activities within the scope of their duties in such capacity for the **Named Insured** or **Subsidiary**;
 5. the **Named Insured's** or **Subsidiary's** former partners, officers, directors, trustees and employees, but only with respect to their activities within the scope of their duties as the **Named Insured's** or **Subsidiary's** partner, officer, director or employee;
 6. any agent or independent contractor providing services or **Matter** through or under the direction of the **Named Insured** or its **Subsidiaries** and for which the **Named Insured** or its **Subsidiaries** agrees to provide the insurance afforded by this policy as respects such services or **Matter**;
 7. any person or entity added by endorsement to the policy as an additional **Insured**.

In the event of death, incompetency, insolvency or bankruptcy of any **Insured**, the term "**Insured**" includes the **Insured's** legal representative, but only with respect to their activities within the scope of their duties in such capacity.

- L. "**Insurer**" means the Company stated in the Declarations and any other affiliated company.
- M. "**Matter**" means communicative or informational content regardless of the nature or form of such content, including content disseminated electronically and/or digitally when authorized or controlled by the **Insured** (e.g. via websites, chat rooms, bulletin boards, databases and blogs).
- N. "**Named Insured**" means the person(s) or entity(ies) named in Item 1. of the Declarations of the policy.
- O. "**Occurrence**" means the actual or alleged:
1. As respects Coverage Agreement I.A.:
 - a. publication, broadcast or other dissemination of **Matter**;
 - b. acts committed in the process of researching, investigating, gathering, acquiring, obtaining, preparing, compiling or producing **Matter**; or
 - c. the licensing, syndication, serialization, distribution, sale or lease of **Matter**,by or with the permission of the **Insured**.

2. As respects Coverage Agreement I.B.:

- a. acts committed in the usual and ordinary business operations of the **Insured**; or
- b. **Public Appearances**.

P. "**Over-redemption**" means price discounts, prizes, awards or other valuable consideration given in excess of the total contracted or expected amount.

Q. "**Piracy**" means the wrongful use, reprinting or reproduction of copyrighted intellectual property.

R. "**Property Damage**" means:

1. physical injury to or destruction of tangible property, including the loss of the use thereof at any time resulting therefrom; or
2. loss of use of tangible property which has not been physically injured or destroyed.

S. "**Public Appearances**" means public speaking including speeches, press conferences, media interviews, panel discussions and seminars and appearances on radio, television, cable television or the Internet by **Insureds** while acting within the scope of their duties for the **Named Insured**.

T. "**Scheduled Media**" means the publications, broadcasts, communications or other **Matter** specified in Item 7. of the Declarations or by endorsement and related **Advertising**.

U. "**Subsidiary**" means any entity more than fifty percent (50%) owned and controlled by a **Named Insured**.

V. "**Unfair Competition**" means the misuse of an intellectual property right in **Matter**.

III. POLICY LIMITS AND SELF-INSURED RETENTION

A. Policy Limits

Regardless of the number of:

1. **Insureds** under this policy;
2. **Occurrences**;
3. policies issued by the Company;
4. Coverage Agreements;
5. persons or organizations who sustain **Damages**; or
6. **Claims** made or suits brought,

the most the Company will pay is as follows:

a. **Each Loss**

Subject to paragraph **B.** below, the applicable Policy Limit stated for **Each Loss** in Item 4. of the Declarations is the most the Company will pay for **Each Loss**.

b. **Total Limit of Insurance**

The Total Limit of Insurance stated in Item 4. of the Declarations is the most the Company will pay for the total of all **Claims** covered under this policy.

B. Self-Insured Retention

The Self-Insured Retention stated in Item 5. of the Declarations will be those amounts first incurred and payable by the **Insured** for **Each Loss**. The Self-Insured Retention applies to both **Damages** and **Claim Expense** or any combination thereof.

The applicable Policy Limit will be in excess of the Self-Insured Retention amount stated in Item 5. of the Declarations. The Self-Insured Retention will not reduce the applicable Policy Limit.

C. Application of Policy Limit and Self-Insured Retention to Each Loss

The date that **Each Loss** takes place will be deemed to be the date on which the first of the **Occurrences** contributing to **Each Loss** took place. **Occurrences** that take place on one or more dates during a Policy Period or periods of insurance issued by an **Insurer** and involve the same or related subject, person, class of persons or have common facts or circumstances or involve common transactions, infringements, events or decisions, regardless of the number of repetitions, alterations, actions or forms of communication, will be deemed related **Occurrences**. Only the applicable Policy Limit and Self-Insured Retention in effect when the first of the related **Occurrences** took place will apply.

IV. EXCLUSIONS

A. The Company will not be obligated to pay **Damages** or **Claim Expense** for **Claims** for or arising out of any actual or alleged:

1. breach of contract, including but not limited to breach of any express warranty or guarantee, except that this exclusion shall not apply to:
 - a. liability which the **Insured** would have incurred in the absence of such contract, warranty, guarantee or fiduciary relationship;
 - b. liability **Assumed Under Contract**; or
 - c. breach of license, contract or agreement as described in I.A.5., 6. or 7. or misappropriation of ideas under implied contract as referenced in the last phrase of I.A.4.;
2. breach of any fiduciary duty or fiduciary relationship, including but not limited to duties or relationships involving media credits or funds which the **Insured** either collects or holds for another;
3. false, misleading, deceptive or fraudulent statement in **Advertising** or **Unfair Competition** based thereon;
4. infringement of patent, contributing to infringement of patent or inducement to infringe patent;
5. theft, disclosure or misappropriation of trade secrets, except that this exclusion shall not apply to **Claims** for or arising from disclosure of trade secrets when the disclosure is made in **Scheduled Media**;
6. **Unfair Competition** or unfair or deceptive business acts or practices, but only when not directly related to and alleged in conjunction with a **Claim** covered in 1. – 9. of Coverage Agreement **A.**;
7. price fixing, restraint of trade, monopolization, unfair trade practices or any actual or alleged violation of the Federal Trade Commission Act, the Sherman Antitrust Act, the Clayton Act or any other federal statutory provision involving antitrust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade activities;
8. acts that a jury or court finds to be fraudulent or criminal; except that this exclusion shall not apply to:
 - a. any **Insured** who is a natural person and who did not personally commit, acquiesce or participate in the fraudulent or criminal act;

- b. any acts that were approved in advance by the **Insured's** legal counsel based on a good faith belief that the acts would be protected by the First Amendment of the U.S. Constitution or a similar provision of a state constitution; or
 - c. prosecutions of an **Insured** for criminal libel or violations of the Espionage Act;
9. actions, decisions, orders or proceedings by the Federal Trade Commission, Federal Communications Commission or any other federal, state or local governmental regulatory agency;
10. **Bodily Injury** or **Property Damage**, except that this exclusion shall not apply to:
- a. **Bodily Injury** or **Property Damage** arising out of a **Contextual Error or Omission**; or
 - b. sickness, mental anguish or emotional distress actually or allegedly arising from a **Claim** otherwise covered by the policy;
11. **Bodily Injury** caused by the use of any product, including but not limited to tobacco, alcohol, pharmaceutical, or firearm products;
12. violations of the Securities Act of 1933, the Securities Exchange Act of 1934, any state blue sky or securities law or any similar state or federal law, or any amendment to the above laws or any violation of any regulation, ruling or order issued pursuant to the above laws;
13. **Over-redemption** of coupons, awards or prizes from advertisements, promotions, games, sweepstakes, contests and games of chance; or violation of or noncompliance with any law or regulation governing or pertaining to gambling, gaming, lotteries or games of chance and any other wrongful act associated with any such violation or noncompliance;
14. unauthorized access to, unauthorized use of, or unauthorized alteration of any computer or system, hardware, software, program, network, data, database, communication network or service, including the introduction of malicious code or virus by any person, except that this exclusion shall not apply to a **Claim** covered in 13. of Coverage Agreement **A.**;
15. any delay, interruption or failure of, or damage to any computer or communication network, hardware, software, program, data, database or service;
16. infringement of copyright or any other intellectual property right in any software, computer program, computer code or computer system;
17. unsolicited electronic communications by or on behalf of the **Insured**, including unsolicited faxes, e-mails and telephone calls. This exclusion shall include actual or alleged violations of state, local or federal law, including non-U.S. laws, any amendment to such laws or violation of any order, ruling or regulation issued pursuant to such laws that regulate such electronic communications;
18. professional or consulting services that are separate and distinct from the utterance or dissemination of **Matter** and are performed for others for a fee;
19. discharge, dispersal or release of any pollutant or any threats thereof; or the creation of an injurious condition involving any pollutant; or the existence of any pollutant on any property; or the clean up, removal, testing, monitoring, containment, treatment, detoxification or neutralization of any pollutant. This exclusion IV.A.19., is effective whether or not the pollution was sudden, accidental, gradual, intended, expected or preventable or whether or not any **Insured** caused or contributed to the pollution. For the purposes of this exclusion, pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to:
- a. smoke, vapor, soot, fumes, acids, alkalis, chemicals, lead, silica, mold or asbestos;
 - b. hazardous, toxic or radioactive matter or nuclear radiation;
 - c. waste, which includes material to be recycled, reconditioned or reclaimed; or

d. any other pollutant as defined by applicable federal, state or local statutes, regulations, rulings or ordinances;

20. **Occurrence** or other act, error, omission, fact, circumstance, situation, transaction, event or decision that is underlying or alleged in any prior and/or pending litigation, administrative or regulatory proceeding, or **Claim** prior to the Inception Date stated in Item 2. of the Declarations.

B. The Company will not be obligated to pay **Damages** or **Claim Expense** for **Claims** made by:

1. any present, former or prospective employee based on, resulting from or arising directly or indirectly out of the employment relationship or the nature, terms or conditions of employment, including, but not limited to discrimination, harassment, wrongful discharge, breach of contract, employment-related defamation or workplace or employment torts;
2. an **Insured** against any other **Insured**, but this exclusion shall not apply to:
 - a. any **Claim** in which the **Insured** bringing the **Claim** was not acting within the scope of its duties as an **Insured** in connection with the **Occurrence** giving rise to the **Claim**; or
 - b. any independent contractor that does not qualify as an **Insured** under II.K.6. of the policy.

V. CONDITIONS

A. Time of Inception; Policy Period

This policy will begin at 12:01 a.m. on the Inception Date shown in Item 2. of the Declarations. The policy will continue to apply until 12:01 a.m. on the Expiration Date shown in Item 2. of the Declarations unless terminated at an earlier date.

B. Territory

The territory of the policy is universal. If **Damages** or **Claim Expense** are paid in a currency other than United States of America dollars, then the payment under this policy will be considered to have been made in United States dollars at the conversion rate which is in effect at the time of the payment.

C. Premium

The **First Named Insured** will pay to the Company the annual and minimum premium stated in Item 6. of the Declarations. The premium may be adjusted at any time during the Policy Period or any extensions of the Policy Period based upon additions or deletions of entities or changes in the provisions of the policy as may be agreed upon by the **First Named Insured** and the Company.

In the event the policy is canceled the minimum premium stated in Item 6. of the Declarations shall be fully earned.

D. Change of Operations

This policy applies to the **Scheduled Media** and **Insureds** described at the Inception Date of this policy in the Declarations or by endorsement. This policy will also extend to any newly created, acquired or formed media or entities if reported to the Company within ninety (90) days of their creation, acquisition or formation. Any such media or entity will be automatically added to the policy's coverage if its total revenue at the time of creation, acquisition or formation represents ten percent (10%) or less of the **Named Insured's** annual revenues as stated at the inception of the policy on the most recent application of insurance on file with the Company. If the total revenue of any such media or entity is greater than ten percent (10%) of the **Named Insured's** annual revenues, it will be added to the policy's coverage subject to the Company's consent, which will not be unreasonably withheld, and the **First Named Insured's** agreement to pay any additional premium the Company may require. The **First Named Insured** will promptly pay any additional premium that may become due.

E. Defense; Cooperation of Insured; Settlement; Confidentiality of Sources

1. Insured's Duties in the Event of Claim; Conduct of Defense; Cooperation

- a. The **Named Insured** will give prompt notice to the Company of any **Claim** or suit under this policy. With respect to each **Claim** for which coverage is afforded under this policy, the **Named Insured** shall have the option to defend such **Claim** or suit itself or to assign the duty to defend such **Claim** to the Company.

Notification will be sent to the Company in care of the Company's AXIS PRO business unit as follows:

Claims Department
AXIS PRO
1201 Walnut, Suite 1800
Kansas City, Missouri 64106

Email: USclaimnoticekc@AXISCapital.com
Fax: 816.471.6119

- b. Unless the **Named Insured** notifies the Company of its election to assign the duty to defend a **Claim** or suit pursuant to Condition E.1.c. below, the **Named Insured** shall have the duty to defend such **Claim** or suit. The **Named Insured** may employ counsel from the Company's list of Preferred Media Counsel, or counsel of its own choosing subject to the prior written approval by the Company, which shall not be unreasonably withheld, for defense of any such **Claim** or suit as follows:

- (1) If the **Claim** results in a suit, the **Named Insured** will file proper pleadings in said suit within the time required by law for filing same, keep the Company informed of all developments and send to the Company any documents requested by the Company; and
- (2) If the suit proceeds to trial, the **Named Insured** will continue to conduct the defense thereof.

The Company, at its own election and expense, will have the right to associate with the **Named Insured** in the defense.

- c. The **Named Insured** may elect to assign the duty to defend any **Claim** or suit to the Company by so notifying the Company in writing. Such notice must be received by the Company within a reasonable time after such **Claim** or suit is first made, but in no event later than ten (10) days from the date on which the complaint or other legal process is served on an **Insured**. Upon receiving such notification, the Company shall have the duty to defend such **Claim** or suit pursuant and subject to all terms and conditions of the policy. The Company will employ counsel to represent the **Insured**. The **Insured** may at any time consult with the Company with respect to selection of counsel.
- d. The **Insured** will in all respects cooperate with, and provide information requested by, the Company with respect to any **Claim** for which insurance is afforded under this policy and, at the Company's request, assist in mitigating **Damages**, making settlements and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured**. The **Insured** will attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** and the counsel employed to defend the **Insured** will comply with all litigation and billing standards or procedures requested by the Company.
- e. The rights of an **Insured** under this policy will not be prejudiced by the refusal of any **Insured**, or anyone for whose acts any **Insured** is legally liable, to reveal the identity of a confidential source or to divulge confidential information in connection with a **Claim** under the policy.

2. Settlements and Appeals

The **Named Insured** may settle any **Claim** for which the total cost of **Damages** and **Claim Expense** associated therewith is less than the amount of the remaining Self-Insured Retention. No offer to settle any other **Claim** will be made or accepted without prior written agreement by the Company.

3. Spousal Coverage

If a **Claim** made against an **Insured** includes a **Claim** against that **Insured's** lawful spouse solely by reason of:

- a. such spouse's status as the **Insured's** spouse; or
- b. such spouse's ownership interest in property from which the claimant seeks recovery for the **Insured's** acts, errors or omissions;

then all loss which such spouse becomes legally obligated to pay on account of such **Claim** shall be treated for purposes of this policy as loss which the **Insured** is legally obligated to pay on account of the **Claim** made against the **Insured**. Such loss shall be covered under this policy only if and to the extent that such loss would be covered under this policy if incurred by the **Insured**. The coverage extension afforded by this subsection does not apply to any **Claim** alleging acts, errors or omissions by the **Insured's** spouse. The term "spouse" as used in this subsection shall include any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law in the United States of America.

F. Retraction or Correction

The **Insured** will have sole discretion on whether to retract, correct or clarify **Matter** that is the subject of a **Claim** under the policy.

G. Other Insurance

The insurance afforded by this policy is excess over any other valid and collectible insurance available to the **Insured**, except insurance specifically arranged by the **Named Insured** to apply in excess of this insurance.

H. Subrogation

In the event of any payment under this policy, the Company will be subrogated to all the **Insured's** rights of recovery therefor against any person or organization, and the **Insured** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** will do nothing to prejudice such rights. The Company will have no rights of subrogation against any **Insured** hereunder. Any recoveries will be applied as follows:

1. First, to the Company if the Company incurs expenses to bring suit or otherwise exercise rights of recovery, up to the amount of expenses so incurred;
2. Then, to the Company up to the amount of the Company's payment for **Damages** and **Claim Expense**; and
3. Then, to the **First Named Insured** as recovery of Self-Insured Retention amounts paid as **Damages** and **Claim Expense**.

The Company, at its sole discretion, has the right to determine whether it will pursue any recovery under this provision.

I. Changes

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or a change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor will the terms of this policy be waived or changed except by written endorsement issued to form a part of this policy.

J. Assignment

Assignment of any interest or right under this policy will not bind the Company until its written consent is endorsed hereon.

K. Action Against the Company

1. No action will lie against the Company unless, as a condition precedent thereto, there has been full compliance with all of the terms of this policy, nor until the amount of the **Insured's** obligation to pay has been fully determined either by judgment against the **Insured** after actual trial or arbitration or by written agreement between the **Insured**, the claimant and the Company.
2. Any person or organization, or the legal representative thereof, who has secured such judgment or written agreement will thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy.
3. No person or organization will have any right under this policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor will the Company be impleaded by the **Insured** or the **Insured's** legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve the Company of any of its obligations hereunder.

L. Cancellation and Nonrenewal

1. Cancellation

This policy may be canceled by the **First Named Insured** by mailing to the Company or its authorized representative written notice stating when thereafter the cancellation will be effective. This policy may be canceled by the Company by mailing to the **First Named Insured** written notice stating when, not less than sixty (60) days thereafter, such cancellation will be effective. If cancellation is a result of nonpayment of premium or Self-Insured Retention, the Company will give written notice stating when, not less than ten (10) days thereafter, such cancellation will be effective.

If this policy is canceled prior to the Expiration Date and the minimum premium does not apply, the premium due the **First Named Insured** will be:

- a. the pro rata unearned amount of the annual premium subject to a factor of .90, if such cancellation is by the **First Named Insured**; or
- b. the pro rata unearned amount of the annual premium, if such cancellation is by the Company;

but the return of such premium to the **First Named Insured** is not a condition of cancellation.

The notice will be mailed or delivered to the **First Named Insured's** last mailing address known to the Company. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Nonrenewal

The Company may elect not to renew this policy by mailing or delivering written notice of nonrenewal to the **First Named Insured's** last mailing address known to the Company. The Company will mail or deliver the notice at least sixty (60) days before the Expiration Date of the policy.

If notice is mailed, proof of mailing will be sufficient proof of notice. However, the offer of renewal terms, conditions or premium different from those in effect prior to renewal does not constitute nonrenewal.

M. Authorization

The **First Named Insured** is responsible for assurance of payment of all premiums and Self-Insured Retentions. The **First Named Insured** will have exclusive authority to act on behalf of all other **Insureds** with respect to providing and receiving notices of cancellation and nonrenewal, and to receiving any return premium. In the event of a disagreement between any **Insureds**, the **First Named Insured** will have exclusive authority to act on behalf of all other **Insureds** with respect to selection of counsel, conduct of defense, negotiation of settlements and the decision to appeal or not to appeal any judgment.

N. Representations

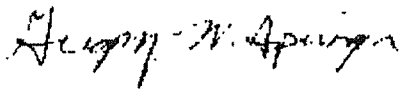
By acceptance of this policy, the **Named Insured** agrees:

1. the statements furnished to the Company in the Application and any Renewal Application for this insurance are accurate and complete;
2. those statements furnished to the Company are representations the **Named Insured** made to the Company on behalf of all **Insureds**;
3. those representations are a material inducement to the Company to issue this policy;
4. the Company has issued this policy in reliance upon those representations;
5. this policy embodies all agreements existing between the **Insured** and the Company or any of its agents relating to this insurance; and
6. the Application or Renewal Application, including any attachments, and all other information and materials submitted by or on behalf of the **Insureds** to the Company in connection with the Company underwriting this policy, will be kept on file by the Company, deemed attached to this policy as if physically attached to it and shall become incorporated in and constitute a part of this policy.

O. Severability

With regard to the information provided on any insurance Application or Renewal Application, only facts pertaining to and knowledge possessed by any of the **First Named Insured's** chairperson of the board of directors, president, chief executive officer, chief operating officer, chief financial officer, risk manager, in-house counsel or any person whose signature appears on the Application or Renewal Application, shall be imputed to the **Insured**.

In Witness Whereof, the Company has caused this policy to be executed and attested, but this policy will not be valid unless countersigned by a duly authorized representative of the Company.



President



Secretary

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

AXIS Insurance Company
303 W. Madison, Suite 500, Chicago, Illinois 60606
866-259-5435

Endorsement No. 1 A

Effective date of this endorsement: 12:01 a.m. on January 13, 2015
To be attached to and form part of Policy Number: MCN000225061501
Issued to: Lynne Adair Kramer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

Mat Ladies, Inc., its **Subsidiary(ies)** and affiliated companies, the officers, directors and employees thereof, while acting within the scope of their duties, is designated as an additional **Insured** but only with respect to the types of **Claims** specified in the Coverage Agreements and **Matter** furnished by the **Named Insured**.

This policy is primary and not excess of or contributory to any other insurance provided for the benefit of or by the additional **Insured**.

This policy does not apply to:

1. any **Claim** for or arising from any **Matter** created or furnished by the additional **Insured** or any **Claim** which includes allegations or facts indicating actual or alleged independent or direct liability on the part of the additional **Insured**; or
2. any **Claim** by the additional **Insured** against any other **Insured** as respects **Matter**.

The terms and conditions of this endorsement will not operate to increase the Policy Limit.

All other provisions of this policy remain unchanged.

Class Code: 2-14162

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

AXIS Insurance Company
303 W. Madison, Suite 500, Chicago, Illinois 60606
866-259-5435

Endorsement No. 2

Effective date of this endorsement: 12:01 a.m. on January 13, 2015
To be attached to and form part of Policy Number: MCN000225061501
Issued to: Lynne Adair Kramer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY SELECTION OF COUNSEL ENDORSEMENT

It is agreed Part V., **CONDITIONS, E.1. Insured's Duties in the Event of Claim; Conduct of Defense; Cooperation** of the policy is deleted in its entirety and replaced by the following:

1. Insured's Duties in the Event of Claim; Conduct of Defense; Cooperation

- a. The **Named Insured** shall give prompt notice to the Company of any **Claim** or suit under this policy.

Notification will be sent to the Company in care of the Company's AXIS PRO business unit as follows:

Claims Department
AXIS PRO
1201 Walnut, Suite 1800
Kansas City, Missouri 64106

Email: USclaimnoticekc@AXISCapital.com
Fax: 816.471.6119

- b. The Company shall have the right and duty to defend any **Claim** or suit under this policy. The Company will employ counsel to represent the **Insured**. The **Insured** may at any time consult with the Company with respect to selection of counsel.
- c. The **Insured** will in all respects cooperate with, and provide information requested by, the Company with respect to any **Claim** for which insurance is afforded under this policy and, at the Company's request, assist in mitigating **Damages**, making settlements and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured**. The **Insured** will attend hearings and trials, assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** and the counsel employed to defend the **Insured** will comply with all litigation and billing standards or procedures requested by the Company.
- d. The rights of an **Insured** under this policy shall not be prejudiced by the refusal of any **Insured**, or of anyone for whose acts any **Insured** is legally liable, to reveal the identity of a confidential source in

Class Code: 2-14162

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

connection with a **Claim** or suit under this policy.

All other provisions of this policy remain unchanged.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

AXIS Insurance Company
303 W. Madison, Suite 500, Chicago, Illinois 60606
866-259-5435

Endorsement No. 3

Effective date of this endorsement: 12:01 a.m. on January 13, 2015
To be attached to and form part of Policy Number: MCN000225061501
Issued to: Lynne Adair Kramer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DECLARATORY RELIEF ACTION – CLAIM EXPENSE AMENDATORY ENDORSEMENT

It is agreed that Section II. **DEFINITIONS**, "**Claim Expense**" is amended to add at the end thereof:

Claim Expense shall also include reasonable fees, costs and expenses incurred by the **Insured** to initiate a declaratory relief action, provided that:

- a.) such action is in response to a **Claim** in litigation received by an **Insured**, or, where such **Claim** is not in litigation, the **Insured** has a good faith belief the claimant will initiate litigation;
- b.) such **Claim** alleges copyright or trademark infringement and is covered under the policy;
- c.) the Company reasonably believes that such declaratory relief action is likely to mitigate **Damages** and **Claim Expense** or is strategically advantageous; and
- d.) the Company authorizes and approves such declaratory relief action in advance.

All other provisions of this policy remain unchanged.

Class Code: 2-14162

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

AXIS Insurance Company
303 W. Madison, Suite 500, Chicago, Illinois 60606
866-259-5435

Endorsement No. 4

Effective date of this endorsement: 12:01 a.m. on January 13, 2015
To be attached to and form part of Policy Number: MCN000225061501
Issued to: Lynne Adair Kramer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERRORS & OMISSIONS - STANDARD COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

MEDIA LIABILITY POLICY MM-001 AND MM-002

In consideration of the premium charged, it is agreed that:

- I. Part IV., **EXCLUSIONS, A.10.** of the policy is deleted in its entirety and replaced by the following:
 10. **Bodily Injury or Property Damage**, including any mental injury or mental anguish or emotional distress, arising from, or in connection with, **Bodily Injury or Property Damage**;
- II. The following sub-limit and Self-Insured Retention shall apply with respect to coverage for **Contextual Errors or Omissions**:
 - a. A sub-limit of \$1,000,000 **Each Loss** shall apply to coverage afforded under the policy for a **Contextual Error or Omission** and shall be the Total Limit of Insurance for the total of all **Claims** arising out of one or more **Contextual Error(s) or Omission(s)** and shall also apply against the Total Limit of Insurance stated in the Declarations of the policy.
 - b. The amount of Self-Insured Retention applicable to the coverage afforded under this policy for **Contextual Error(s) or Omission(s)** will be \$10,000 **Each Loss**.

All other provisions of this policy remain unchanged.

Class Code: 2-14162

If the Company issued this endorsement to be part of the Insured's policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the Insured's policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

AXIS Insurance Company
303 W. Madison, Suite 500, Chicago, Illinois 60606
866-259-5435

Endorsement No. 5

Effective date of this endorsement: 12:01 a.m. on January 13, 2015
To be attached to and form part of Policy Number: MCN000225061501
Issued to: Lynne Adair Kramer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAILURE TO OBTAIN RIGHTS EXCLUSION

It is agreed Part IV., **EXCLUSIONS, A.** of the policy is amended to add the following:

The Company will not be obligated to pay **Damages** or **Claim Expense** for **Claims** for or arising out of any actual or alleged failure to obtain licenses, releases, consents or other rights from:

- a. authors, writers, photographers, copyright owners, trademark owners or other rights holders and any of their estates, assignees or successors in interest, when their rights are included or used in **Scheduled Media**; or
- b. performers or other persons, and any of their estates, assignees or successors in interest, when their name, likeness, image, appearance, voice, performance or style of performance are included or used in **Scheduled Media**.

All other provisions of this policy remain unchanged.

Class Code: 2-14162

If the Company issued this endorsement to be part of the Insured's policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the Insured's policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

AXIS Insurance Company
303 W. Madison, Suite 500, Chicago, Illinois 60606
866-259-5435

Endorsement No. 6

Effective date of this endorsement: 12:01 a.m. on January 13, 2015
To be attached to and form part of Policy Number: MCN000225061501
Issued to: Lynne Adair Kramer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

MULTIMEDIA LIABILITY POLICY MM-001-N

In consideration of the payment of the premium, it is agreed that:

1. **SECTION I. COVERAGE AGREEMENTS, A., Media Liability**, is deleted in its entirety and replaced by the following:

A. Media Liability

The Company will pay on behalf of the **Insured** all **Damages** and **Claim Expense**, in excess of the Self-Insured Retention and within the applicable Policy Limit, as a result of an **Occurrence** in connection with **Scheduled Media** during the Policy Period that gives rise to a **Claim**, regardless of when a **Claim** is made or suit is brought, including but not limited to **Claims** for or arising out of:

1. any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct or prima facie tort;
2. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
3. any form of infringement or dilution of title, slogan, trademark, trade name, trade dress, service mark or service name;
4. any form of infringement of copyright, violation of **Droit Moral**, passing-off, plagiarism, **Piracy** or misappropriation of ideas under implied contract;
5. breach of a license to use a third party's trademarked or copyrighted **Matter**, but only arising from a use that unintentionally exceeds the scope of the license with respect to the territory, period or media in which the **Matter** may be used and only when alleged in conjunction with a **Claim** covered in 3. or 4. above;

Class Code: 2-14162

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

6. breach of agreement, breach of confidentiality or promissory estoppel, in connection with the failure to maintain the confidentiality of a source or materials furnished by a source or the failure to portray a source or a subject in a certain light;
7. failure to attribute authorship or provide credit under any agreement to which an **Insured** is a party;
8. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
9. false arrest, detention or imprisonment, abuse of process or malicious prosecution;
10. **Unfair Competition** or conspiracy, but only when any of these are alleged in conjunction with a **Claim** covered in 1. – 9. above;
11. negligent supervision of an employee, but only when alleged in conjunction with a **Claim** covered in 1. – 9. above;
12. **Contextual Error or Omission**; or
13. negligent transmission of a computer virus or malicious code, or any unauthorized access to or posting on a covered website of an **Insured** that results in a **Claim** covered in 1. – 9. or 12. above.

Provided, however, that **Claims** arising out of **Section I.A.** 1.-10. above shall be covered unless such conduct is determined to be intentional as evidenced by final adjudication.

In all events, this policy shall cover **Claims** for vicarious liability arising out of the conduct set forth in **Section I. A.** 1.-10. above.

2. **SECTION I. COVERAGE AGREEMENTS, B., Business Operations and Personal Injury Liability**, is deleted in its entirety and replaced by the following:

If Coverage Agreement B. is selected in Item 3. of the Declarations, the Company will pay on behalf of the **Insured** all **Damages** and **Claim Expense** in excess of the Self-Insured Retention and within the applicable Policy Limit as a result of an **Occurrence** committed in the usual and ordinary business operations of the **Insured**, including **Public Appearances**, during the Policy Period that gives rise to a **Claim**, regardless of when **Claim** is made or suit is brought, for or arising out of:

1. any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
2. any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
3. wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
4. false arrest, detention or imprisonment, abuse of process or malicious prosecution;
5. any form of infringement or dilution of title, slogan, trademark, trade name, trade dress, service mark or service name; or
6. any form of infringement of copyright, violation of **Droit Moral**, passing-off, plagiarism, **Piracy** or misappropriation of ideas under implied contract.

Provided, however, that **Claims** arising out of **Section I.B.** 1.-6. above shall be covered unless such conduct is determined to be intentional as evidenced by final adjudication.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

In all events, this policy shall cover **Claims** for vicarious liability arising out of the conduct set forth in **Section I. B.** 1.-6. above.

3. **SECTION II, DEFINITIONS , G.**, is amended by the addition of the following:

In applying the foregoing, punitive damages, exemplary damages and multiplied damages are not insurable in New York.

4. **SECTION II., DEFINITIONS**, is amended by the addition of the following:

"**Termination of Coverage**" means the cancellation or non-renewal of this policy by the **First Named Insured** or the Company, or if the Company offers to renew this policy on terms which involve a decrease in the Limit of Insurance, increased Retention, a reduction in coverage, the addition of an exclusion, or any other change in coverage less favorable to the **Insured**, such conditional renewal shall be deemed a **Termination of Coverage**.

5. **SECTION III., POLICY LIMITS AND SELF-INSURED RETENTION, A., Policy Limits** is amended by the addition of the following:

If this policy provides coverage solely for **Claim Expense** for a **Claim** and such amounts qualify as legal services insurance pursuant to 11 NYCRR 262.0, et seq. (Regulation 162), then where required by 11 NYCRR 71.3(f) (Regulation 107), no more than twenty-five percent (25%) of this policy's limit of liability may be reduced by the payment of such **Claim Expense**. Provided, however, that such defense-only coverage may not be provided for a claim of legal liability that could be covered by a policy of liability insurance in New York

6. **SECTION IV., EXCLUSIONS, A. 11.** is amended by the addition of the following:

With respect to tobacco, this exclusion is limited to the deleterious health effects associated with the use of such products.

7. **SECTION IV., EXCLUSIONS, A. 19.** subparagraph a., is deleted in its entirety and replaced by the following:

a. Smoke, vapor, soot, fumes, acids, alkalis, chemicals or silica;

8. **SECTION V., CONDITIONS, E., Defense; Cooperation of Insured; Settlement; Confidentiality of Sources, Cooperation**, subparagraph 1.a. is amended by the addition of the following:

Notice given by or on behalf of an **Insured**, or written notice by or on behalf of an injured person or any other claimant, to any licensed agent of the Company in this state, with particulars sufficient to identify the **Insured**, shall be deemed notice to the Company of a **Claim**.

Failure on the part of an **Insured** to provide any notice to the Company as required under the terms of this policy within the time prescribed by this policy for providing such notice, shall not invalidate any **Claim** made by the **Insured**, an injured person, or any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible thereafter.

Failure on the part of an **Insured** to provide any notice to the Company as required under the terms of this policy within the time prescribed by this policy for providing such notice, shall not invalidate any **Claim** made by the **Insured**, an injured person, or any other claimant unless the failure to provide timely notice has prejudiced the Company, except as provided in the immediately preceding paragraph.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

9. **SECTION V., CONDITIONS, E. Defense; Cooperation of Insured; Settlement; Confidentiality of Sources, 1.c.** is deleted in its entirety and replaced by the following:

- c. The **Named Insured** may elect to assign the duty to defend any **Claim** or suit against any **Insured** alleging a **Wrongful Act** to the Company by so notifying the Company in writing. Such notice must be received by the Company within a reasonable time after such **Claim** or suit is first made, but in no event later than ten (10) days from the date on which the complaint or other legal process is served on an **Insured**. Upon receiving such notification, the Company shall have the duty to defend such **Claim** or suit, even if such **Claim** or suit is groundless, false or fraudulent, pursuant and subject to all terms and conditions of the policy. The Company will employ counsel to represent the **Insured**, subject to the **Insured's** consent, which consent shall not be unreasonably withheld.

The **Insured** may participate in, and assist in the direction of, the defense of any covered **Claim** with such participation and assistance not limiting the Company's right to control the defense. The **Insured** will have the option to consent to a settlement of any covered **Claim**, which consent shall not be unreasonably withheld.

When the Limit of Insurance is exhausted, the Company agrees to take whatever steps are necessary to continue the defense of any outstanding **Claim** and avoid a default judgment during the transfer of control to the **Insured**. If the Company does so, the **Insured** agrees to pay reasonable expenses that the Company incurs for taking such steps after the Limit of Insurance is exhausted.

10. **SECTION V., CONDITIONS, G., Other Insurance** is deleted in its entirety and replaced by the following:

If other valid and collectible insurance is available to any **Insured** for any **Claim** the Company covers, this insurance is excess over such other insurance in order to avoid duplication of payment on **Claims**, except when the other insurance is purchased by the **Insured** only to apply in excess of this insurance and no other insurance exists.

11. **SECTION V., CONDITIONS, K., Action Against the Company** is deleted in its entirety and replaced by the following:

K. Action Against the Company

No action will lie against the Company unless, as a condition precedent thereto, there has been full compliance with all of the terms of this policy by all **Insureds**.

Notwithstanding the foregoing, an action may be brought against the Company to recover on "an agreed settlement;" or on a judgment or award against an **Insured**, if the Company does not pay any judgment covered by the terms of this policy within thirty (30) days from the service of notice of the judgment upon the **Insured** or its attorney and on the Company, except during a stay or limited stay of execution against the **Insured** on such judgment. Any person or organization, or the legal representative thereof, who has secured such judgment or an agreed settlement, will thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy.

"An agreed settlement" means a settlement and release of liability signed by the Company, the **Insured** and the claimant or the claimant's legal representative.

No person or organization will have any right under this policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor will the Company be impleaded by the **Insured** or the **Insured's** legal representative.

To the extent that this policy provides coverage for a **Claim** arising out of death or personal injury of any person, if the Company disclaims liability or denies coverage for such **Claim** based on a failure to provide timely notice, then the injured person or other claimant may maintain an action directly against the Company, in which the sole question is the Company's disclaimer or denial based on the failure to provide timely notice, unless within sixty (60) days following such disclaimer or denial, the **Insured** or the Company initiates an action to declare the rights of the parties under this policy and names the injured person or other claimant as a party to the action.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

12. **SECTION V., CONDITIONS, L., Cancellation and Nonrenewal, 1. Cancellation**, is deleted in its entirety and replaced by the following:

1. This policy may be canceled by the **First Named Insured** by mailing to the Company or its authorized representative written notice stating when thereafter the cancellation will be effective.

The Company may cancel this policy by mailing or delivering to the **First Named Insured** at the address shown on the policy, and to the **First Named Insured's** authorized agent or broker, written notice of cancellation at least sixty (60) days before the effective date of cancellation; except that if the Company cancels this policy for non-payment of premium, the Company shall deliver to the **First Named Insured** at the address shown on the policy, and to the **First Named Insured's** authorized agent or broker, written notice of cancellation at least fifteen (15) days before the effective date of cancellation, stating the reason for cancellation, and such notice of cancellation shall inform the **Insured** of the amount due.

Provided however, that after this policy has been in effect for sixty (60) days, or on or after the effective date if this policy is a renewal, the Company may cancel this policy only for the following reasons:

- a. nonpayment of premium;
- b. conviction of a crime arising out of acts increasing the hazard insured against;
- c. discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a **Claim** thereunder;
- d. after issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current **Policy Period**;
- e. material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time this policy was issued or last renewed;
- f. a determination by the superintendent that continuation of the present premium volume of the Company would jeopardize the Company's solvency or be hazardous to the interests of policyholders of the Company, its creditors, or the public;
- g. a determination by the superintendent that the continuation of this policy would violate, or would place the Company in violation of, any provision of the New York Insurance Law; or
- h. revocation or suspension of an **Insured's** license to practice his or her profession, if applicable, or, if the **Insured** is a hospital, it no longer possesses a valid operating certificate under Section 2801-A of the New York Public Health Law.

If this policy is canceled prior to the Expiration Date and the minimum premium does not apply, the premium due the **First Named Insured** will be:

- a. the pro rata unearned amount of the annual premium subject to a factor of .90, if such cancellation is by the **First Named Insured**; or
- b. the pro rata unearned amount of the annual premium, if such cancellation is by the Company;

but the return of such premium to the **First Named Insured** is not a condition of cancellation.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

13. **SECTION V., CONDITIONS, L., Cancellation and Nonrenewal, 2. Nonrenewal**, is deleted in its entirety and replaced by the following:

2. The Company may elect to not renew this policy by mailing or delivering written notice of nonrenewal to the **First Named Insured** at the address shown on this policy, and to such **First Named Insured's** authorized agent or broker, at least sixty (60) days, but not more than one hundred twenty (120) days prior to the expiration of this policy, indicating the Company's intention:
 - a. not to renew this policy; or
 - b. to condition its renewal upon change of limits, change in type of coverage, reduction of coverage, increased retention or addition of exclusion, or upon increased premiums in excess of ten percent (10%) (exclusive of any premium increase generated as a result of increased exposure limits or as a result or as a result of experience rating, loss rating, retrospective rating or audit).

Such notice shall contain the specific reasons for the refusal to renew or the conditional renewal and shall set forth the amount, or a reasonable estimate of any premium increase and describe any additional proposed changes. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

If the Company does not provide notice of nonrenewal or conditional renewal as provided above, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until sixty (60) days after such notice is provided, unless the **First Named Insured**, during this 60-day period, has replaced the coverage or elects to cancel. The maximum aggregate Limit of Insurance of the expiring policy shall be increased in proportion to the policy extension provided for in this paragraph.

If the Company provides notice of nonrenewal or conditional renewal on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another **Policy Period**, at the lower of the current rates or the prior period's rates, unless the **First Named Insured**, during the additional **Policy Period**, has replaced the coverage or elects to cancel.

The Company will not send the **Insureds** a notice of nonrenewal or conditional renewal if the **Insureds**, their authorized agent or broker or another insurer of the **Insureds** provides notice that the policy has been replaced or is no longer desired.

If the **Insureds** elect to accept the terms, conditions and rates of the conditional renewal notice, a new aggregate Limit of Insurance shall become effective as of the Inception Date of the renewal, subject to regulations promulgated by the Superintendent of Insurance.

14. **SECTION V., CONDITIONS, N., Representations** is amended by the addition of the following:

Notwithstanding the foregoing, no misrepresentation shall avoid this policy or defeat recovery hereunder unless such misrepresentation is material. No misrepresentation shall be deemed material unless knowledge by the Company of the facts misrepresented would have led to a refusal by the Company to issue this policy.

15. **SECTION V., CONDITIONS**, is amended by the addition of the following:

Bankruptcy

The bankruptcy or insolvency of the **Insured** or **Insured's** estate will not relieve the Company of the Company's obligation under this insurance. However, this insurance will not apply to liability directly or indirectly due to such bankruptcy, insolvency, receivership or subsequent liquidation.

Except as stated above, this endorsement does not change any other provisions of this policy.

If the Company issued this endorsement to be part of the **Insured's** policy on the Inception Date, then the countersignature on the Declarations Page also applies to the endorsement. If this endorsement is effective after the Inception Date of the **Insured's** policy, the Company's authorized representative must countersign in the space below to validate the endorsement.

CONTRACT

FOR

SELF-PUBLISHING

WITH

ON DEMAND

PUBLISHER

Last Updated: November 3, 2014

This agreement changed on the date listed above.
See an explanation of the changes at the end of this document.

SERVICES AGREEMENT

This non-exclusive Services Agreement (the "Agreement") contains the complete terms and conditions that apply to your use of the CreateSpace Services (the "Services"), described at <https://www.createspace.com/specifications>. As used in this Agreement, "we", "our" and "CreateSpace" means, individually:

1. On-Demand Publishing LLC, (a Delaware limited liability Company that does business under the name "CreateSpace"),
2. Amazon Media EU S.à r.l. (a Luxembourg company with its registered office at 5 Rue Plaetis, L-2338, Luxembourg) and/or
3. any other Amazon.com Inc. affiliate that joins as a party to this Agreement as provided in Section 16.

As used in this Agreement, "you" means the person or entity accepting this Agreement. In order to use the Services you must:

1. have registered for an account at our web site, the homepage of which is at www.createspace.com (together with any successor or replacement website, the "**Site**") by providing your real first and last name, valid address, valid phone number, valid e-mail address and any other required information; and
2. be able to lawfully enter into contracts.

1. Amendment; Notice of Changes.

We reserve the right to change the terms and conditions contained in this Agreement, other Service-specific terms and conditions, or any policies or guidelines governing the Services, including without limitation, any of the information posted on the [Products](#) and [Help](#) sections of the Site or the [Content Guidelines](#), [Submission Requirements](#), [Pricing](#) pages, [Site Terms](#) and [Privacy Notice](#) pages, at any time and in our sole discretion. Any changes to the Site, including Service-specific terms and conditions, or policies and guidelines referenced in this Agreement, will be effective upon posting of such revisions on the Site and without notice to you. We will, however, post a notice of any changes to this Agreement on the Site for at least thirty (30) days after the changes are effective. You are responsible for regularly reviewing the Site for changes and notice of any changes. Changes to referenced policies and guidelines or any other information in any Products, Help, or other web pages may be posted without any other notice to you. YOUR CONTINUED USE OF THE SITE AND THE SERVICES FOLLOWING OUR POSTING OF ANY CHANGES TO THE AGREEMENT ON THE SITE WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT OR THE SITE, DO NOT CONTINUE TO USE THE SERVICES OR THE SITE.

2. Delivery of Content

2.1 Content Requirements

Once you have registered as a member on the Site, you may set up distinct and separately saleable video and/or written works (each, a "**Title**") by entering required information regarding such Titles on the Site, in connection with our Title Setup requirements. You may deliver to us Content for Titles at any time during the term of this Agreement. "**Content**" means all content you deliver to us relative to a Title, including your Titles, any short segments of content (each, a "**Promotional Clip**") (if any), all available text data relevant to a Title (for example, as applicable, the Title name, description, images and trim size of a written Title, and release date) ("**Metadata**"), artwork and images for each Title (together with the Metadata, the "**Descriptive Materials**"), and any trademarks, trade names, service marks, logos, commercial symbols and other designations contained in any of the foregoing.

2.2 Content Delivery

For each Title you set up, you will send the applicable Content and Descriptive Materials at your own expense and in accordance with the [Submission Requirements](#) (which we may update from time to time), via electronic upload for written Titles and in hard copy physical format for video Titles (each such instance of Content, a "**Source Copy**"). You will at all times retain legal title to your Source Copies. However, we will not return to you any of the hard copy physical format materials you provide to us.

2.3 Applicable Policies and Guidelines

You agree to abide by, and all Content you provide to us under this Agreement will comply with, the payment terms, procedures, policies, and guidelines contained in the [Content Guidelines](#) and in the [Products](#), [Help](#) and [Pricing](#) pages for use of the Products, as well as any Service-specific terms and conditions on the Site. The procedures, policies, and guidelines contained in the [Products](#) and [Help](#) pages explain the processes and set out acceptable conduct and prohibited practices. We may change these procedures and guidelines in the future, and such changes will be effective immediately upon posting without notice to you. You should refer regularly to the [Products](#) and [Help](#) pages to understand the current procedures and guidelines for use of the Services and to be sure that your Titles are eligible for listing via the Services.

3. Services

3.1. General

Once you are registered on the Site, have provided us all the required information, have set up Titles and delivered Content, including any Metadata and Descriptive Materials, to us, and have paid us any [applicable fees](#), you are eligible for our Services, which may include facilitating the distribution of your Titles (including your Content), the listing of your Titles on the CreateSpace E-Stores, Amazon Properties and other sales channels, the creation of Packaging

Materials, the printing or manufacture of Units (as defined in Section 4.2 below) and the fulfillment of Unit orders, in each case on your behalf. Capitalized terms in this Agreement have the following meanings:

"Amazon Instant Video" is Amazon Instant Video, the [online digital video service](#), as further described on the Amazon Site, made available via the Amazon Properties.

"Amazon Properties" means (i) the Amazon Site and any "mirrored" version of the Amazon Site which substantially replicates the Amazon Site or a portion thereof, (ii) any site with a web page widget, any site with any other web page real estate, any application for use on mobile devices, or other online point of presence, which in each case is branded or co-branded "Amazon" and allows for the discovery and purchase of products from Amazon or its affiliates, (iii) any other web site or online point of presence on any platform through which Amazon.com Inc. or its affiliates make products or services available for discovery and (iv) any other online point of presence or web site that you approve for treatment as an Amazon Property at our request, such approval not to be unreasonably withheld.

"Amazon Site" means the web site whose primary home page is identified by the URL www.amazon.com (and any successor or replacement web site), websites operated by us or our affiliates primarily targeted at customers outside the US, and any other web sites maintained by or for us or our affiliates.

"Book" is a Unit in the form of a physical book.

A **"CreateSpace E-Store"** is one or more e-commerce-enabled web page(s) hosted by us that is customizable by you to create an individualized web storefront for the sale of your Titles.

"Packaging Materials" are, as applicable, the disc cover inserts, printed disc face, book covers, and any other physical material that accompanies a product.

3.2. Ordering Your Own Titles. You may order copies of your own Title from us, and if you do so, we will ship the Units to the address specified by you. Title to such Units will pass to you when we place the Units with the carrier for shipment.

3.3. Ancillary Services. We offer certain [ancillary Services](#), which are described on the Site. Some of our ancillary Services may have additional terms and conditions that apply only to those Services. Using Services that have additional terms and conditions constitutes your agreement to those terms and conditions. We reserve the right to discontinue or alter the terms of these Services at any time.

4. Titles

4.1 Content Rejection and Removal

We may, in our sole discretion, at any time, and without notice to you (a) reject Content; or (b) remove, or refuse to list or distribute any Content on or from any CreateSpace E-Store, Amazon Property or other sales channel. You will remain liable for all fees and other amounts that you may owe under this Agreement in connection with any Title or Content we remove because of a violation of this Agreement or our [Content Guidelines](#). You may withdraw your Title from the Services at any time, but we will have 30 days from the date of a Title's withdrawal (or termination of this Agreement) to remove all applicable Content. However, we may fulfill any Customer orders pending as of the date we remove such Title from the Services. If we request that you provide additional information relating to your Content, such as information confirming that you have all rights required to permit our distribution of the Content, you represent and warrant that any information and documentation you provide to us in response to such a request will be current, complete, and accurate. You authorize us, directly or through third parties, to make any inquiries we consider appropriate to verify your rights to permit our distribution of the Content and the accuracy of the information or documentation you provide to us with respect to those rights.

4.2 Pricing; Legal Title

We or our affiliate will be the seller of record for each physical product of your Title, and for each purchase (for sale or rental) of a digital copy of your Title via Amazon Instant Video (in each case, each, a **"Unit"**) to a customer (each, a **"Customer"**) we or our affiliate sells through any CreateSpace E-Store, Amazon Property or other sales channel. To the extent permissible under applicable local laws, we have sole and complete discretion to set the retail price at which your Titles are sold on the Amazon Properties. You will provide a List Price for each Title in the applicable currency of each Amazon Property through which you elect to distribute your Title, which will be at or below the suggested retail price at which you list such title in physical form in that currency through any distribution method. For the purpose of this Agreement, **"List Price"** means the suggested retail price that you submit to us per individual Title, which we will use to calculate the retail price of the Title on each Amazon Property subject to applicable local laws. Please note that you may update the List Price for your Titles in each currency at any time in accordance with the [Submission Requirements](#), but it may take as long as 30 days for the list price on the Amazon Properties to be updated.

4.3 Customer Returns and Refunds

We will determine how to handle Customer returns of Units, which may include, without limitation (a) in the case of physical Units, placing the returned copy of the Unit into inventory and reselling it to another Customer, in which case we will have no obligation to pay you any [Content License Royalty](#) for the resale of such Unit (because we paid, or will pay, you for the original sale of such Unit); or (b) destroying the Unit and calculating amounts due to you net of the [Content License Royalty](#) we previously paid for the destroyed return. We reserve the right to prohibit returns under any circumstances (or to impose any other restrictions on returns) with respect to sales or rentals (if applicable) of electronically formatted Units. If a Unit is returned and we have already paid you a [Content License Royalty](#) on the returned Unit, we may offset the amount of the [Content License Royalty](#) we previously paid you for that returned Unit against future [Content License Royalty](#), or require you to remit to us the amount of the [Content License Royalty](#) we paid to you for the returned Unit. If, after a period of time, you have not taken advantage of Services you have purchased, we may, in our sole discretion, refund your payment for those Services.

5. Fees; Taxes

5.1 Fees

You will pay us all applicable fees, as specified in our [Price List](#).

For each Unit sold to a Customer through Amazon Instant Video, we will pay you the applicable [Content License Royalty](#) set forth in the [pricing page](#) within 60 days after the end of the month in which the Unit was rented or sold.

For any other Unit sold to a Customer, we will pay you the applicable [Content License Royalty](#) based on the List Price of the Unit: (a) within 31 days after the end of the month in which the Unit sold for physical Units sold through the CreateSpace E-Stores and the Amazon Properties; and (b) within 60 days after the end of the month in which the Unit is sold for physical Units sold through Expanded Distribution. Except for Units sold via Amazon Instant Video, the Content License Royalty will be calculated based on the List Price of the Unit in the location where we manufacture that Unit (e.g., GBP for the UK) and payments will be made to you in that currency (the "**Manufactured Currency**"). With respect to Units sold via Amazon Instant Video, we will pay you the applicable Content License Royalty based on the List Price of the Unit.

All payments will be made via check, draft, direct deposit, electronic transfer or other method we designate in the Program Policies. We will make all payments in the Manufactured Currency unless you choose to receive payment in an alternative payment currency. A list of available payment currencies is provided in the Program Policies. If you change your payment currency using the options in the Program Policies, the change will be effective on the first day of the calendar month following the calendar month in which you make the change (unless we make an earlier period available). If we pay you in a currency other than the Manufactured Currency, the final amount remitted to you will be inclusive of all fees and charges for facilitating payment to you in your selected currency. Additionally, if we pay you in the Manufactured Currency, we may charge you an additional fee if you elect to receive payment by check or draft when electronic transfer is available in the country where your bank account is maintained. If we pay you by check or draft, we may accrue and withhold payments until the total amount due meets a minimum payment threshold. Please see the Program Policies for details on supported currencies and methods. If you have amounts payable hereunder upon the termination of this Agreement, then we may set off such amounts against any payment then payable to you, or you will immediately pay any such amounts. For purposes of calculating your [Content License Royalty](#), a sale of a Unit will be deemed to have taken place at the time that we or our affiliate (a) manufactures a physical Unit on demand; or (b) fulfills an electronic Unit via Amazon Instant Video.

If we reasonably conclude based on information available to us that your actions and/or performance in connection with this Agreement may result in disputes, chargebacks or other claims, then we may, in our sole discretion, delay initiating any remittances and withhold any payments to be made or that are otherwise due to you in connection with this Agreement for the shorter of: (a) a period of 90 days following the initial date of suspension; or (b) completion of any investigation(s) regarding any of your actions and/or performance in connection with this Agreement. Additionally, if a third party asserts that you did not have all rights required to make your Content available using our Services we may hold all [Content License Royalty](#) due to you until we reasonably determine the validity of the third party claim. If we determine that you did not have all of those rights or that you have otherwise breached your representations and warranties or our [Content Guidelines](#) with regard to your Content, we will not owe you a [Content License Royalty](#) for that Content and we may offset any [Content License Royalty](#) that were previously paid against any future [Content License Royalty](#), or require you to remit them to us. If we terminate this Agreement because you have breached your representations and warranties or our [Content Guidelines](#), you forfeit any [Content License Royalty](#) not yet paid to you. If after we have terminated your account you open a new account without our express permission, we will not owe you any [Content License Royalty](#) through the new account. We will not be liable to you if we act in accordance with the provisions of this Section.

All statements and other accountings will be conclusive, final and binding, unless you give us written notice stating the specific basis for objection within one year after the date the payment was rendered. You will not maintain any action or proceeding against us or our affiliates in respect of any disputed statement unless you commence that action or suit against us within 6 months following the date that you provide us with the written notice referred to in the immediately preceding sentence.

5.2 Bad Debt

We will be entitled to an adjustment to payments made to you for any amounts ultimately not collected because of fraudulent credit card use or bad debt, in an amount equal to the payment otherwise payable to you in connection with such purchase.

5.3 Taxes

5.3.1 Payments to You.

For the purposes of this paragraph, the term "**Transaction Taxes**" means sales/use, value added, or transaction taxes and other charges such as duties, customs and government imposed surcharges. You will be responsible for determining taxes you owe on payments you receive under this Agreement. To the extent payments to you are subject to any Transaction Taxes, (a) payment includes all applicable Transaction Taxes, and (b) you will supply us with a valid tax invoice separately stating such Transaction Taxes if required by law. In return, we will provide you with any applicable exemption certificate acceptable to the relevant taxing authority that we possess, in which case you will not collect the Transaction Taxes covered by such certificate. If any other taxes (for example, international withholding taxes) are required to be withheld on any payment, we will deduct such taxes from the amount otherwise owed and pay them to the appropriate taxing authority.

5.3.2 Your Payments to Us.

All fees payable by you to us pursuant to this Agreement exclude Transaction Taxes. In addition to amounts owed by you pursuant to this Agreement, you will pay us any Transaction Taxes we are required to collect on such fees. If we charge you Transaction Taxes, you may provide us with a valid exemption certificate acceptable to the relevant taxing authority, in which case we will not collect the Transaction Taxes covered by such certificate. All fees payable by you to us under this Agreement will be made without setoff and without deduction or withholding for, or on account of, any present or future tax.

6. Licenses; Ownership; Feedback

6.1 Content

Subject to your retained control and ownership of your Content as described in Section 6.4, in order to enable us to provide you with the Services on your behalf, you grant to us a nonexclusive license, during the term of this Agreement, to (a) create digital versions of Content you provide in nondigital format; (b) create a digitized version of the Content that we will use to create a Unit (each, a "**Source File**"); (c) with respect to Books, print, distribute and sell your Book through the CreateSpace E-stores, the Amazon Properties and other sales channels, (d) reformat, reproduce, and distribute your Content through the CreateSpace E-Stores, the Amazon Properties, and other sales channels in digital form on physical media, (e) reformat for online delivery, reproduce and distribute your Content through the Amazon Properties in digital form via Amazon Instant Video, subject to content usage rules that are in accordance with Section 6.2 below; (f) create Promotional Clips from your video Content, provided that we will only create Promotional Clips upon your request for Titles not distributed through Amazon Instant Video; (g) distribute, display, transmit, perform and use the Promotional Clips (if any) and the Descriptive Materials for promotional purposes; and (h) create Packaging Materials from the Descriptive Materials.

We may broadly integrate the Descriptive Materials into the Amazon Properties, and they may appear in several places on the Amazon Properties. By way of example and not limitation, the Descriptive Materials may appear on product detail pages, in search results, in customer browsing and buying history, and in routine, automated and community-driven merchandising features such as recommendations and "Listmania." Our use of the Descriptive Materials may become integral to the Amazon Properties throughout the term of this Agreement and will continue beyond the term of this Agreement even though we will no longer produce or sell new Units after the term of this Agreement. Therefore, notwithstanding anything to the contrary herein, for Descriptive Materials and Promotional Clips, the license you grant us in Section 6.1(g) will be perpetual and royalty-free. For preprinted inventory of your Units, we may distribute and sell your Units through the Amazon Properties and other channels until we have sold all Units that we created during the term of this Agreement.

For video Titles, we may use text from the Content, including creating or using closed caption text or transcripts, as the basis for returning search results to visitors to the Amazon Site and to display excerpts of such text to illustrate the relevance of the search result. You will deliver closed captions and subtitles in accordance with our Content Guidelines to the extent available, but in any to the extent required by applicable law. Amazon may create, insert and distribute closed captions and subtitles for the Content.

You agree that we and our affiliates may include your written Titles in the [Search Inside!](#)™ program, which enables visitors to view, search, and "page browse" through your written Titles. Accordingly, for each of your written Titles you hereby grant us permission, on a nonexclusive, perpetual basis, to (x) reproduce and store the entirety of each Title in digital form on one or more computer facilities of or under the control of us or our affiliates or our independent contractors; (y) extract factual information from your written Titles, such as character names, statistically improbable phrases and capitalized phrases, and display such information to visitors to any Amazon Property; and (z) to display portions of each Title on the Amazon Properties so that a user will be able to (i) use queries to locate, select and display excerpts that include the search terms for every occurrence of the search terms; and (ii) view a limited number of pages within a Title during any single session.

You further grant us permission to cause such transmission, reproduction and other use of the Content as mere technological incidents to and for the limited purpose of technically enabling the rights licensed to us under this Agreement (including, but not limited to, caching to enable display and transfer and encoding supplemental copies of Titles in alternate formats). So long as we pay you the applicable [Content License Royalty](#) upon the manufacture of your Book, we may print a reasonable number of copies of any Book to hold in our inventory. We may destroy inventory at any time without obligation to you.

You grant us the rights set forth in this Section 6.1 on a worldwide basis; however, if we make available to you a procedure for indicating that you do not have worldwide distribution rights to a Title, then the territory for the sale of that Title will be those territories for which you indicate, through the procedure we provide to you, that you have distribution rights.

6.2 Digital Content Usage Rules

We or our affiliates may establish, from time to time, in our or its sole discretion, content usage rules governing the use, by Amazon Instant Video Customers, of Units sold or rented via Amazon Instant Video, which content usage rules will establish, among other things, the number of devices to which a Customer will be entitled to download a Unit in connection with a single purchase of a Unit and the time period within which a Customer may view Units rented from Amazon Instant Video. Such rules may, without limitation, (a) permit Customers to download multiple copies of Units for simultaneous use on multiple devices; and (b) permit Customers who have purchased your Units during the term of this Agreement to re-download them from Amazon Instant Video, from time to time, both during and after the term of this Agreement.

6.3 Virtual Storage; Digital Rights Management

Amazon Instant Video Customers may be permitted to "store" Content that they have purchased or rented via Amazon Instant Video ("**Virtual Storage**") if they wish to do so in lieu of keeping copies on their own computers. Customers may re-download previously purchased Content from Virtual Storage from time to time. We or our affiliate may elect, in our or its sole discretion, to either utilize or not utilize third-party digital rights management software ("DRM") in connection with the distribution of your Units (for sale or rental) via Amazon Instant Video. In the event any DRM is used in connection with your Units, you acknowledge that neither we nor our affiliate has the ability to control any such DRM, makes no representations as to the efficacy of any such DRM, and cannot and will not be responsible for any failure of any such DRM, including, without limitation, any failure of such DRM to enforce the content usage rules described on the [Products](#) pages.

6.4 Ownership

Subject to the licenses set forth in this Section 6 and the following sentence, and as between the parties, you retain all right, title and interest in and to the Content, including all patent, copyright, trademark, service mark, mask work, moral right, trade secret or other intellectual property or proprietary right (collectively, "Intellectual Property Rights") therein. Subject to your underlying rights in the Content, as between the parties, we will own all right, title and interest in and to the templates and other materials created, provided or used by us in our performance under this Agreement (including Source Files and Packaging Materials), including all Intellectual Property Rights therein.

6.5 Cover Images.

We may agree to provide you a file containing an image of the cover of your Title ("**Cover Image**"). Contingent upon your receipt of such Cover Image, we

hereby grant you, during the term of this Agreement, a worldwide, royalty-free right to use the Cover Image for any lawful purpose related to promoting your Title.

6.6 Feedback

Any feedback, ideas, modifications, suggestions, improvements and the like made by you with respect to the Services, the Site, anything on the Site (including current or future features), or any beta program we are running ("**Feedback**") will be our property. You agree to assign, and hereby assign, all right, title and interest worldwide in the Feedback and the related Intellectual Property Rights to us and agree to assist us, at our expense, in perfecting and enforcing such rights. We may disclose or use Feedback for any purposes whatsoever without any obligation (including any financial obligation) to you. In addition, if you are participating in a beta program, you agree to provide us with any reports we request and to promptly respond to any and all reasonable inquiries, questionnaires, surveys and other test documents we submit to you.

7. Representations and Warranties

You acknowledge that we are not the publisher of your Titles (including your Content). You represent and warrant that you will be the publisher of your Titles (including your Content) and, in any case, that you will bear the full and ultimate responsibility for the publication and general distribution of your Titles (including your Content). You further represent and warrant that (a) you will comply with all laws, rules, regulations and orders of any governmental authority having jurisdiction over your performance hereunder as applicable in each country (including any local legal requirements with respect to your publication of your Titles, such as making any necessary notifications and filings of copies of your Titles); (b) you have all requisite right, power and authority to enter into this Agreement and perform your obligations hereunder; (c) prior to your delivery of Content to us you have or have obtained all rights, clearances and permissions to grant the licenses you grant hereunder that are necessary for us to exercise the rights you grant under this Agreement without any further payment obligation by us, including all necessary music publishing and public performance rights in the Content and the Promotional Clips; (d) you are granting us the rights, licenses and authorizations you grant hereunder free and clear of any encumbrances, and this Agreement does not violate or conflict with any other arrangements, understandings or agreements between you and any third party; (e) the Content (and our use thereof) is not defamatory, libelous, obscene, or otherwise illegal, does not invade any right of privacy, and does not infringe upon any Intellectual Property Right or right of publicity of any person or entity, and any recipe, formula, or instruction contained in the Content is accurate and is not injurious to the user; (f) the Content complies with all aspects of the [Content Guidelines](#), as such may be updated from time to time; and (g) you are and will be solely responsible for accounting and paying any co-owners or co-administrators of any Content any royalties with respect to the uses of the Content permitted hereunder and their respective shares, if any, of any monies payable hereunder. You will pay (x) all royalties and other income due to copyright owners, record royalty participants and under any applicable collective bargaining agreements relating to the Titles, and (y) all royalties and other income due to authors, copyright owners or administrators and/or other royalty participants in any musical compositions embodied in the Titles.

8. Indemnification; Maintenance of Rights

8.1 Indemnification

You will indemnify, defend and hold us and our affiliates (and the respective employees, directors, members, managers and representatives of each) and any operator of an Amazon Property harmless from and against any and all claims, judgments, damages and expenses (including without limitation reasonable attorneys' fees) (collectively, "**Claims**") arising out of any breach or alleged breach by you of the terms of this Agreement, including without limitation the terms contained within the [Products](#) and [Help](#) pages and the [Content Guidelines](#) and [Privacy Notice](#), which are incorporated herein by reference.

8.2 Maintenance of Rights

You will not do anything to intentionally prejudice the rights granted hereunder, but in the event that you lose any rights or other licenses, consents or permissions relating to a specific Title that are necessary for you to grant the rights you grant to us hereunder, or you receive notice of a third-party claim relating to a Title which you reasonably deem to be of concern, you will immediately remove such Title from our Services. Notwithstanding the foregoing, you will use commercially reasonable efforts to maintain the rights to the Content that you provide to us under this Agreement. Without limiting our rights or remedies under this Agreement, you will reimburse us for any refunds we make to Customers as a result of the withdrawal of a Title under this Section. For the avoidance of doubt, nothing in this Section 8.2 is intended to relieve you of your indemnification obligation regarding Claims set forth in Section 8.1 above.

9. DISCLAIMER OF WARRANTIES; LIMITATION ON LIABILITY

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10. Term; Termination

This Agreement will remain in effect until terminated in accordance with this Section. You may terminate this Agreement at any time by giving notice to us, and we may terminate this Agreement at any time by sending you an e-mail notice at the e-mail address associated with your account. Our notice of such

termination will be effective at the time we send you the notice. Upon termination, you will pay us whatever fees were incurred prior to the date of the termination. Also upon termination: (a) we may fulfill any Customer orders pending as of the date of termination; and (b) we may continue to maintain digital copies of your Content in order to provide "refresh" copies or otherwise support customers who have purchased or rented a Title via Amazon Instant Video prior to termination. Upon termination, we may set off against any payments to be made to you, an amount determined by us to be adequate to cover any disputes, chargebacks and refunds from your account for a prospective three-month period. At the end of such three-month period following termination, we will refund any amount not used to offset chargebacks and refunds to you, or seek reimbursement from you via any of the means authorized in Section 5.1 above for any additional amount required to offset chargebacks and refunds, as applicable.

The following Sections will survive termination of this Agreement: 4.1, 4.3, 5, 6 (except subsections 6.1(a)-(f) and (h)), 8.1, 9, 10, 14, 15, and 16. In addition, all rights to Units acquired by Customers will survive termination.

11. Password Security; Account Information; No Multiple Accounts

Your password for the Site may be used only to access the Site, use the Services, electronically set up your Titles, and review any reports, records, or other features we make available to you. You are solely responsible for maintaining the security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account) and are solely responsible for any use of or action taken under your password on the Site. If your password is compromised, you will change your password. You must ensure that all information you provide in connection with establishing your account, such as your name, address and email, is accurate when you provided it, and you must keep it up to date as long as you use the Services. You may maintain only one account at a time. If we terminate your account, you will not establish a new account. You will not use false identities or impersonate any other person or use a username or password you are not authorized to use. You authorize us, directly or through third parties, to make any inquiries we consider appropriate to verify account information you provide. You also consent to us sending you emails relating to the Program and other publishing opportunities from time to time. This takes precedence over any directions you may have given us, including through any Amazon or Amazon affiliate web site.

12. Privacy

Please read the www.createspace.com/privacy_notice (the "Privacy Notice"), which is incorporated herein by reference. The [Privacy Notice](http://www.createspace.com/privacy_notice) may be changed by us in the future. You should check the [Privacy Notice](http://www.createspace.com/privacy_notice) frequently for changes. Unless otherwise authorized or consented, you agree not to use any information regarding other participants that is accessible from the Site or the Amazon Site or disclosed to you by us or our affiliates. By way of example and not limitation, you agree not to use any such information for purposes of solicitation, advertising, unsolicited e-mail or spamming, harassment, invasion of privacy, or otherwise objectionable conduct. We and our affiliates may communicate with you in connection with your listings, sales, and the Services, electronically and in other media, and you consent to such communications regardless of any "Customer Communication Preferences" (or similar preferences or requests) you may have indicated on the Site or by any other means.

13. Relationship of Parties

You and we are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would reasonably contradict anything in this Section or Agreement.

14. No Grant of License by Us

For the avoidance of doubt, we do not hereby grant you any license or other rights to any intellectual property or technology owned or operated by us or any of our affiliates, including, without limitation, any trademarks or trade names (collectively, the "CreateSpace IP"). Additionally, you may not in any way use any CreateSpace IP, including without limitation for the purpose of issuing any press release or other activity that may be considered promotional or marketing related.

15. Disputes; Governing Law

Any dispute or claim relating in any way to this Agreement, your visit to CreateSpace.com or our Services will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The United States Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98051. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879 (in the United States). Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not to seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the United States county where you live or at another mutually agreed location. You and we each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration you and we each waive any right to a jury trial. You or we may bring suit in court on an individual basis only, and not in a class, consolidated or representative action, to apply for injunctive remedies. You may bring any such suit for injunctive remedies only in the courts of the State of Washington, USA. The United States Federal Arbitration Act, applicable United States federal law, and the laws of the state of Washington, USA, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and us relating to this Agreement or the Services.

16. Miscellaneous

Any Amazon affiliate may join as a party to this Agreement and will notify you if it does. The joining Amazon affiliate will be entitled to exercise the rights you grant under this Agreement. Each Amazon party is severally liable for its own obligations under this Agreement and is not jointly liable for the obligations of other Amazon parties. You consent to the use of electronic means to complete this Agreement and to provide you with any notices we give you in relation to this Agreement. To be effective, any notice given by a party under this Agreement must be in writing and (i) if by an Amazon party, delivered via email, via a posting on the CreateSpace website or via a message through your account, or (ii) if by you to On-Demand Publishing LLC, delivered via email to copyright@createspace.com with a copy to contracts-legal@amazon.com, and if delivered by you to Amazon Media EU S.à r.l., via mail or overnight carrier to Amazon Media EU S.à r.l., 5 Rue Plaetis, L-2338, Luxembourg. Notices will be effective and deemed received on the date transmitted or posted. We may sublicense the rights granted to us hereunder to our affiliates or to any third party designated or engaged by us and acting on our behalf for purposes of fulfilling our obligations or exercising our rights under this Agreement; provided, however, that we will remain ultimately liable for our compliance with this Agreement. You may not assign any of your rights or obligations under this Agreement. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of the party's rights to subsequently enforce the provision. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver. If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. Nothing in this Agreement will act to restrict or otherwise limit any rights we may have in connection with the Content, or portions thereof, as provided under applicable law and any other permission from you. We will not be liable or otherwise responsible to you or any third party for any delay, default, or failure of performance arising out of any reasonably unforeseeable act, matter, cause, contingency or circumstance beyond our reasonable control, including, without limitation, any acts of God, third party acts or governmental action.

Explanation of Changes:

Added references to Amazon Media EU S.à r.l, which became a party to the agreement effective November 1, 2014

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What to prepare

- ✓ Title information, including title name and author
- ✓ Book interior file
- ✓ Book cover file

Things to consider

- ✓ Physical properties, including book size and paper color
- ✓ ISBN selection

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CreateSpace offers free tools and professional services to assist you during the publishing process. Whether you need a little guidance or help with every detail, our publishing consultants can customize a solution to meet your needs and budget.

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Design your own cover

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Allow us to help refine and polish your book before you publish. With our Copyediting service, a professional editor will review your manuscript and give you suggested corrections for grammar, spelling, punctuation, and correct any typos present in the text.

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Copyediting Details

A professional editor will use *The Chicago Manual of Style*, 16th edition, the preferred style guide in the book publishing industry, and the Merriam-Webster dictionary while editing your manuscript.

The editor will review your manuscript using the Microsoft Word Track Changes feature and provide a line edit that corrects typos and ensures consistency in:

- Grammar
- Punctuation
- Spelling

In addition, an editor will also provide an Editorial Letter explaining the suggested changes made in the manuscript.

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"The editing was superb, and helped put the book in a professional context, without changing the content or the impact of the message!"

Dr. Kedric Cecil, *Wisdom from the Streets*

How It Works

Important: Please submit your completed manuscript, including all front and back matter.

You'll work with the CreateSpace Content Media team, who will guide you through the editing process. The Content Media team is a liaison between you and a professional editor, pairing your manuscript with an appropriate editor, and answering any questions you may have throughout the editing process. Here's how the process works:

1. Upload your manuscript in Microsoft Word or Rich Text Format (RTF) through your account.
2. Complete a questionnaire for the editor noting any stylistic preferences and/or areas of focus within your manuscript.
3. After receiving your edited manuscript, use Microsoft Word to accept or reject individual track changes and choose whether to incorporate the editor's suggestions into your final manuscript.

Manuscript Length	Turnaround Time*
Fewer than 10,000 words	2 weeks
10,000-75,000 words	3 weeks
75,001-115,000 words	4 weeks
More than 115,000 words	Custom

* Timeline begins once your manuscript completes a file review and the questionnaire is approved.

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Frequently Asked Questions

Q: Will my manuscript be error-free after editing?

Editing, by nature, is a multi-round process; not all errors within the text may be caught in the first round or two of editing. Most traditionally published books are edited multiple times throughout the book-making process, and even then, it is not uncommon to have a small number of grammatical errors within the book when it goes to print. For this reason, CreateSpace recommends multiple rounds of editing to ensure the cleanest manuscript for publication.

Q: Will I be able to speak directly with my editor?

While there is not direct communication with the editor, your editor will provide you with an Editorial Letter explaining the changes and recommendations he or she has made to your manuscript and may also include comments throughout the manuscript itself. The CreateSpace Content Media team will be available throughout the editing process to answer any questions you have.

Q: What are the editors' qualifications?

CreateSpace hires professional editors from across the publishing industry with experience in a variety of book genres. Many of our editors have worked for traditional publishers, are published authors, and own and operate their own editing companies. Each editor has been thoroughly field tested and handpicked for his or her expertise in a specific genre and knowledge of *The Chicago Manual of Style*, 16th edition, which is the preferred style guide for the book publishing industry.

Q: Do I need Microsoft Word if I purchase an editing service?

Yes. While we accept manuscripts in either Microsoft Word or RTF, in order to accept or reject the editor's suggested changes and review the content feedback, you must view and revise your edited document in Microsoft Word.

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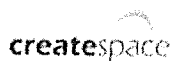
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A high-quality, marketable book begins and ends with solid writing. With our Line Editing service, a professional editor will review your manuscript and provide recommendations for improving the structure and flow, as well as review for consistency in grammar, spelling, and punctuation.

Price: \$210.00 up to 10,000 words
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Line Editing Details

A professional editor will use *The Chicago Manual of Style*, 16th edition, the preferred style guide in the book publishing industry, and the Merriam-Webster dictionary while editing your manuscript.

The editor will review your manuscript using the Microsoft Word Track Changes feature and provide recommendations on elements such as:

- Structure
- Plot flow
- Characterization
- Tone

The editor will also review for consistency in:

- Grammar
- Spelling
- Punctuation

In addition, an editor will provide an Editorial Letter explaining the suggested changes made in the manuscript.

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" [The editor's] suggestions were easy to understand and I must say that I incorporated most of them... This first concise line-by-line edit was well worth the expense. "

Marilyn Adkisson, *The Rocking Chair*

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Want more than one round of editing? Upgrade to the [Editing Package](#) for a holistic edit that provides two rounds of editing.

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Samples



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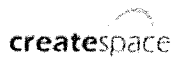
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\$0.047/word for 10,000+

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The first two rounds of editing will focus on the holistic elements of your manuscript such as:

- Structure
- Plot flow
- Characterization
- Tone

For the third round of editing, a professional editor will provide a line edit that corrects typos and ensures consistency in:

- Grammar
- Punctuation
- Spelling

Each round of editing will include an Editorial Letter from the editor explaining the suggested changes made in the manuscript.

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While there is not direct communication with the editor, your editor will provide you with an Editorial Letter explaining the changes and recommendations he or she has made to your manuscript and may also include comments throughout the manuscript itself. The CreateSpace Content Media team will also be available throughout the editing process to answer any questions you may have.

Q: What are the editors' qualifications?

CreateSpace hires professional editors from across the publishing industry with experience in a variety of book genres. Many of our editors have worked for traditional publishers, are published authors, and own and operate their own editing companies. Each editor has been thoroughly field tested and handpicked for his or her expertise in a specific genre and knowledge of *The Chicago Manual of Style*, 16th edition, which is the preferred style guide for the book publishing industry.

Q: Do I need Microsoft Word if I purchase an editing service?

Yes. While we accept manuscripts in either Microsoft Word or RTF, in order to accept or reject the editor's suggested changes and review the content feedback, you must view and revise your edited document in Microsoft Word.

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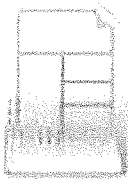
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Custom Interior

Appeal to your target reading audience with a uniquely designed Interior that captures your book's genre and tone. The Custom Interior service provides tailored options designed to create an enjoyable reading experience. You will work with book design experts to prepare your interior for publication.

Price: \$349.00

Interested in purchasing this service or learning more?

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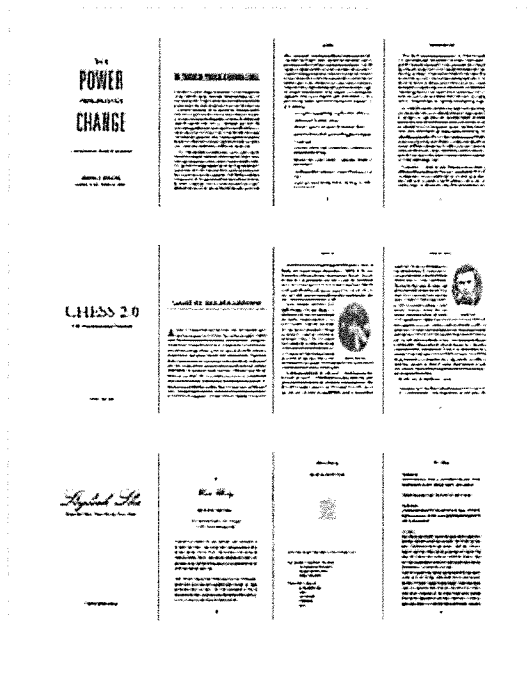
The Custom Interior Service

- Allows formatting of specialized elements, such as footnotes, endnotes, lists, quotations, and excerpted text.
- Incorporates unique design elements to chapters and sections.
- Includes the placement of up to 10 author-supplied Interior images.
- Enhances your text with unique and reader-friendly fonts.

Learn more

[Contact Us](#)

Samples



How It Works

After providing your final manuscript, you will complete a design consultation where you'll be guided to choose an interior style that best reflects your book's genre and enhances the appearance of your text. You will have the option to receive a digital interior proof through your CreateSpace account or a printed interior proof. After approving your interior, we will send you a Complimentary Author Copy of your book.

I've purchased the Custom Interior service. Now what?

1. Upload your final manuscript, including any images, if applicable.
2. Complete your design consultation.
3. Choose your preferred interior proof format: digital or printed.
4. Review your interior proof. You can request text changes and/or minor design changes.*
5. Approve your book's interior to finalize for publication.

**Please note, some design and text changes may incur fees. Please see our [Changes Policy](#) for more information.*

When can I expect to see my designed interior?

Your interior proof will be available 1.5 weeks after you complete the design consultation. Requested changes will take 1.5 weeks.

If you request a printed proof instead of a digital proof, add an additional 1.5 weeks for printing and shipping.

Want more from Custom Interior?

Talk to Us!

Want to learn more about our fee-based services?

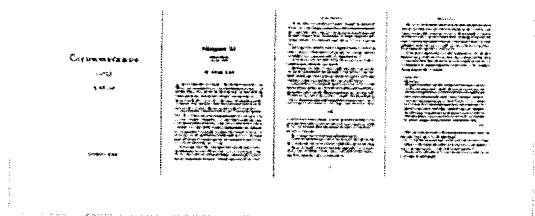
We'll call you. Right now. Really.

[Call me!](#)

Available Mon - Fri
8:30 am to 8:30 pm ET
U.S. and Canadian customers only.

[How does this work?](#)

Outside the U.S. or
Canada?
Call 1-206-508-4011
Charges may apply



Additional Images \$25

Includes the placement of 11–30 interior images.

Index Layout \$35

Includes the formatting of an author-supplied index at the end of the book.

Frequently Asked Questions

Q: What's the difference between Custom Interior and Simple Interior?

Custom Interior (\$349)—perfect for fiction and non-fiction layouts—allows you to mix and match from a selection of design styles and include up to 10 interior images (additional images, up to 30, available for purchase) to create a distinct interior. With Simple Interior (\$199), you select from 10 pre-designed interior templates, which cannot be altered.

Q: Can Custom Interior accommodate formatting my children's book?

No, while Custom Interior is appropriate for formatting young adult books, it is not intended to format children's books. Children's books require complex formatting, where each page is uniquely designed with specialized background colors and typography.

Q: I like the design and layout of a specific book. Will a designer be able to replicate it?

While we cannot duplicate the exact Interior design of another title, you can provide examples of interior layouts you like to help guide your book's design.

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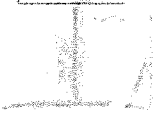
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ESSENTIALS



Total Design Freedom Essentials

Having high-quality content and a top-notch design are essential to the success of your book. With Total Design Freedom Essentials, you'll receive great savings on our copyediting and book design services to create a professional, polished, one-of-a-kind book.

Price: \$1,737.00*

Interested in purchasing this service or learning more?

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Total Design Freedom Essentials Includes

- **Comprehensive Copyediting (1 Round)**** – A professional editor will review your manuscript and provide suggested edits to strengthen your manuscript's style and technical consistency.
- **Unique Book Cover** – Collaborate with our design team to create an eye-catching cover with a single image, plus cover text, fonts, and your author photo.
- **Custom Interior** – We'll incorporate your ideas on typography, text layout, decorative accents and chapter style into a professional, custom-designed book interior.
- **LCGB Assignment** – Make your book eligible for sales to libraries nationwide.
- **ISBN assignment** (if you don't have your own) and barcode placement.
- Online distribution through sales channels you select, including Amazon.com and your own eStore.

Services Included*	Everyday Low Price
Unique Book Cover	\$349.00
Total Design Freedom Custom Interior	\$379.00
Comprehensive Copyediting**	\$960.00
LCGB Assignment	\$49.00
Total	\$1,737.00

*We can create a tailor-made publishing solution for your book by mixing and matching our professional book design, editing, and marketing services to meet your individual needs and budget. [Contact us](#) to customize your own publishing solution.

**The Comprehensive Copyediting price is based on a book with 60,000 words. Your overall solution price may vary based on your book's total word count.

Learn more

Contact Us

How It Works

You'll work with the CreateSpace editorial team to finalize your manuscript, and then our design team will guide you through the book design process. The design team acts as a liaison between you and the professional book designer, capturing your input and facilitating the changes to your book's design. Throughout the design process, you'll be able to interact with the design team to make decisions about your book's final look and feel.

1. Upload your manuscript in Microsoft Word or Rich Text Format (RTF) through your account and complete a brief questionnaire to give our editors an idea of your stylistic preferences.
2. Accept or reject the suggested text updates recommended by your editor.
3. Upload your finalized manuscript and any images for your book's interior and cover design.
4. Before we begin designing your book, complete a few brief questionnaires to give our design team an idea of what you envision for your book's cover and interior. You'll have the opportunity to consult with our design team so we understand the concepts you have in mind for your book.
5. We'll design two cover concepts and a mock-up of your book's first chapter; you'll have the opportunity to provide design feedback.
6. After you've selected a cover concept and approved your interior mock-up, we'll complete your cover and format the rest of your book.
7. Review your digital cover and interior proofs and give us your final updates. After approving your digital proof, we'll send you a proof copy of your book.
8. Approve your proof copy and make your book available for sale!

Some design and text updates may incur additional fees; see our [Copyright Policy](#) for more information.

Talk to Us!

Want to learn more about our fee-based services?

We'll call you. Right now. Really.

Call me!

Available Mon - Fri 9 AM to 5 PM ET U.S. and Canadian customers only

How does this work?

Outside the U.S. or Canada? Call 1-843-760-8000 Charges may apply

Explore More Options

Compare our [publishing solutions side-by-side](#) to find the group of services that's right for you.

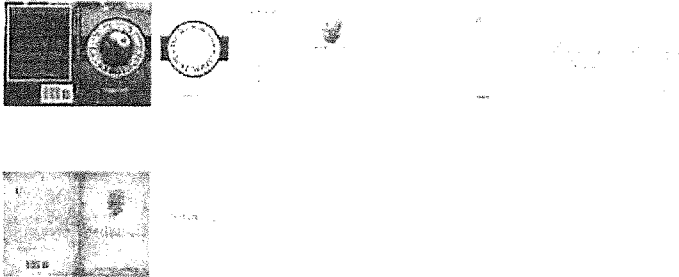
For even more options and flexibility in designing your book cover, upgrade to a [Signature Book Cover](#).

Interior Images

You may include up to 10 images in your manuscript; additional images may be included for \$15 per image.

Charts, tables, and graphs may be included for \$25 per item.

Samples



Frequently Asked Questions

Q: Can I provide my own graphics for my book cover?

Yes! As long as your graphics or images meet our resolution standard of 300 DPI, we can use your graphics to create a cover design concept. To give you another option, we'll also create a second cover concept based on your input using new images and design elements. You choose the cover concept you'd like to move forward with.

Q: Can I customize a solution to suit my individual needs?

Absolutely! Our publishing consultants are happy to work with you to determine the right services to meet your publishing goals and budget. [Contact us](#) to set up a consultation.

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Total Design Freedom Advanced

Want to create a polished, great-looking book and get a head start with marketing? Total Design Freedom Advanced offers a round of copyediting to help refine and prepare your manuscript for publication, the flexibility of a custom designed book cover and interior, plus a press release with distribution to help get your book noticed.

Price: \$2,534.00*

Interested in purchasing this service or learning more?



Total Design Freedom Advanced Includes

- **Comprehensive Copyediting (1 Round)**** - Let a professional editor review your manuscript and provide suggested corrections for grammar, spelling, punctuation, and consistency.
- **Unique Book Cover** - Collaborate with our design team to create an eye-catching cover with a single image, plus cover text, fonts, and your author photo.
- **Custom Book Interior** - We'll incorporate your ideas on typography, text layout, decorative accents and chapter style into a professional, custom-designed book interior.
- **Press Release with Distribution** - Garner media attention with an effective press release distributed to a targeted media list.
- **LCCN Assignment** - Make your book eligible for sales to libraries nationwide.
- **Promotional Text Creation** - Entice new readers with compelling book descriptions.
- **ISBN assignment** (if you don't have your own) and barcode placement.
- Online distribution through sales channels you select, including Amazon.com and your own eStore.

Services Included*	Everyday Low Price
Unique Book Cover	\$349.00
Total Design Freedom Custom Interior	\$379.00
Comprehensive Copyediting	\$960.00
Press Release with Distribution	\$598.00
LCCN Assignment	\$49.00
Promotional Text Creation	\$199.00
Total	\$2,534.00

*We can create a tailor-made publishing solution for your book by mixing and matching our professional book design, editing, and marketing services to meet your individual needs and budget. [Contact us](#) to customize your own publishing solution.

How It Works

You'll work with the CreateSpace editorial team to finalize your manuscript, and then our design team will guide you through the book design process. The design team acts as a liaison between you and the professional book designer, capturing your input and facilitating the changes to your book's design. Throughout the design process, you'll be able to interact with the design team to make decisions about your book's final look and feel.

1. Upload your manuscript in Microsoft Word or Rich Text Format (RTF) through your account and complete a brief questionnaire to give your editor an idea of your stylistic preferences.
2. Accept or reject the suggested text updates recommended by your editor.
3. Upload your finalized manuscript and any images for your book's interior and cover.
4. Before we begin designing your book, complete a few brief questionnaires to give our design team an idea of what you envision for your book's cover and interior. You'll have the opportunity to consult with our design team so we understand the concepts you have in mind for your book.
5. We'll design two cover concepts and a mock-up of your book's first chapter; you'll have the opportunity to provide design feedback.
6. After you've selected a cover concept and approved your interior mock-up, we'll complete your cover and format the rest of your book.
7. Review your digital cover and interior proofs and give us your final updates. After approving your digital proofs, we'll send you a proof copy of your book.
8. Approve your proof copy and make your book available for sale.

Some design and text updates may incur additional fees; see our [Copyright Setup](#) for more information.

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Call me!

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****The Comprehensive Copyediting price is based on a book with 60,000 words. Your overall solution price may vary based on your book's total word count.**

Interior Images

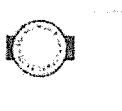
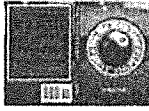
You may include up to 10 images in your manuscript; additional images may be included for \$15 per image.

Samples

Charts, tables, and graphs may be included for \$25 per item.

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Total Design Freedom Marketing Pro

Launch your book in style with Total Design Freedom Marketing Pro. This comprehensive publishing solution comes equipped with multiple rounds of copyediting, custom book design including a Signature Book Cover, and an assortment of effective marketing tools.

Price: \$4,853.00*

Interested in purchasing this service or learning more?



Total Design Freedom Marketing Pro Includes

- **Comprehensive Copyediting (1 Round)**** – Receive suggestions on how to improve your work, and an edit to help tighten your manuscript's style and technical consistency.
- **Basic Copyediting (1 Round)**** – Receive a final look-through prior to publishing. With this second round of copyediting either the same editor, or a fresh set of eyes, will review your manuscript and offer improvements to grammar, spelling, punctuation, and consistency.
- **Signature Book Cover** – Work with our design team to create a one-of-a-kind cover with a combination of images, textures, colors, and fonts.
- **Custom Book Interior** – We'll incorporate your ideas on typography, text layout, decorative accents, and chapter style into a professional, custom-designed book interior.
- **Video Book Trailer (Standard)** – Showcase your book through various online communities with a dynamic video pitch.
- **LCCN Assignment** – Make your book eligible for sales to libraries nationwide.
- **Promotional Text Creation** – Entice new readers with compelling book descriptions.
- **Press Release with Distribution** – Garner media attention with an effective press release distributed to a targeted media list.
- **ISBN Assignment** (if you don't have your own) and barcode placement.
- Online distribution through sales channels you select, including Amazon.com and your own eStore.

Services Included*	Everyday Low Price
Comprehensive Copyediting**	\$960.00
Basic Copyediting**	\$720.00
Signature Book Cover	\$749.00
Custom Book Interior	\$379.00
Video Book Trailer (Standard)	\$1,199.00
LCCN Assignment	\$49.00

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2. Accept or reject the suggested text updates recommended by your editors through each round of editing. After your manuscript is finalized and you are finished with the editing process, upload your manuscript and any images for your book's interior and cover.
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4. After you've selected a cover design and approved your interior book-up, we'll complete your cover and format the rest of your book.
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Explore More Options

Compare our [publishing solutions](#) side-by-side to find the group of services that's right for you.

Services Included*	Everyday Low Price
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Press Release with Distribution	\$598.00
Total	\$4,853.00

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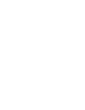
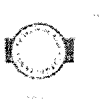
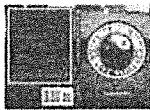
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Learn more



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ROYALTY AGREEMENT BETWEEN PUBLISHER AND AUTHOR
(For a New Law School Work)

This agreement ("Agreement") is effective as of **October 31, 2014** (the "Effective Date") between **Matthew Bender & Company, Inc.**, a New York corporation with offices at 121 Chanlon Road, New Providence, New Jersey 07974 (the "Publisher"), and:

Lynne Adair Kramer (the "Author")
Faculty Director, Trial Team Competition Board
Touro Law Center
225 Eastview Drive
Central Islip, New York 11722
Business telephone: (631) 761-7127
Cell number: 516-635-3504
Fax number: 631-754-0981
E-mail address: lkramer@tourolaw.edu

Ann L. Nowak (the "Author")
Director of the Legal Writing Center
Touro Law Center
225 Eastview Drive
Central Islip, New York 11722
Business telephone: (631) 761-7182
E-mail address: anowak@tourolaw.edu

1. Original Manuscript.

- a. Author will prepare and deliver to Publisher, on the dates specified below, textual and other material as specified below (the "Original Manuscript") for a law school publication to be entitled

Solo and Small Practice Law Office Management (3401)

(or another title as may be determined by the Publisher) and related materials described in this Agreement (collectively, the "Work").

- b. Author will prepare the Original Manuscript so that it meets the following description:

New Coursebook

The Original Manuscript will include a new coursebook presenting foundational materials and developing core principles with concise explanations of relevant legal principles, in a manner sufficient to make the coverage accurate, thorough, and up-to-date for an advanced course on Law Practice Management.

Teacher's Manual

The Original Manuscript will also include a teacher's manual, to be used as a companion to the coursebook, including but not limited to instructional guidance, answers to questions posed in the corresponding coursebook, pedagogical and logistical examples, and forms. The Author will strive to include material that satisfies the new ABA Required Outcomes and Assessments.

- c. The Original Manuscript will follow the proposal dated October 3, 2014, with changes as agreed by the parties or as directed by Publisher under the terms of this Agreement.

- d. The Original Manuscript will follow an outline dated October 3, 2014, with changes as agreed by the parties or as directed by Publisher under the terms of this Agreement.
 - e. The parties do not anticipate the need for any regular supplementation for the Work, but may agree otherwise as they deem appropriate.
 - f. "Upkeep" means Regular Supplements and any other updates or revisions to the Work that the parties agree to produce under this Agreement.
 - g. References to the "Manuscript" and the "Work" include the Original Manuscript and all Upkeep.
 - h. The Manuscript will include text and other features as may be required by the nature of the Work.
 - i. Author will prepare the Manuscript so that it fulfills the scope of coverage required by this Agreement and thoroughly and accurately states or represents the law, including all relevant current legal developments. Author will ensure that all statements of law and legal conclusions are supported by appropriate authority, and that all citations are accurate.
 - j. Unless otherwise agreed, the Original Manuscript for the coursebook will be approximately 350 Text Pages in length. For purposes of this Agreement, a "Text Page" means the equivalent of textual material on 8 1/2" x 11" paper, double spaced, 1" margins, 12-point font.
 - k. Unless otherwise agreed, the teacher's manual will be approximately 50-100 Text Pages in length.
 - l. Author will logically organize and clearly present the material in the Manuscript, and will write it in accordance with generally accepted rules of English grammar and formal writing style.
 - m. Author will prepare the Manuscript in conformity with Publisher's format and style guidelines as set out in the Author Guidelines - Final. Publisher may change format and style guidelines from time to time by giving Author reasonable notice.
 - n. Author will deliver the Manuscript to Publisher in the following form: one electronic copy in Word 97 or higher, or as Publisher and Author may otherwise agree.
 - o. If Author includes cross-references in the Manuscript to other publications, Author will cross-refer only to publications of Publisher and Publisher's affiliates.
 - p. Publisher retains the sole discretion to prepare an index and any tables of cases and statutes for the Work.
 - q. Author will submit with the Original Manuscript and each Regular Supplement a summary of the highlights of the coverage in the Manuscript, such as important recent cases, significant recent legislation, and special features of interest to the reader, to be used by the Publisher in promoting the Work.
2. Schedule.
- a. Time is of the essence in this Agreement. Timely delivery of all materials is essential to Publisher, and Author will immediately notify Publisher if Author becomes aware of any event that may affect Author's ability to meet any deadline.

- b. Author will deliver the entire Original Manuscript to Publisher in the following increments:
- (1) The complete Original Manuscript for the coursebook must be submitted no later than October 30, 2015.
 - (2) The complete Original Manuscript for the teacher's manual must be submitted no later than October 30, 2015.

- c. Author will deliver the Manuscript to:

Keith Moore
LexisNexis
4126 Carter Avenue
Cincinnati, Ohio 45212.

- d. Author will retain a complete copy of the Manuscript in the same media in which Author submits it to Publisher. Publisher is not responsible for any portion of the Manuscript that is lost or damaged.
- e. At Publisher's request, Author will provide periodic progress reports and participate in periodic conference calls and status review meetings regarding Author's progress in creating the Manuscript.
- f. If Author fails to submit the Manuscript or any part of it in a timely manner, Publisher may in its discretion terminate this Agreement. If Publisher does not terminate the Agreement under this Subparagraph, Publisher may in its discretion give Author additional time to submit the Manuscript.

3. Editing and Proof.

- a. Publisher will have the right to edit the Manuscript as it sees fit to prepare the Manuscript for publication, including but not limited to editing text for clarity, grammar, and spelling; provided, however, that Publisher will consult with Author regarding any editing that Publisher believes materially changes substantive meaning, and will reasonably consider any timely comments made by Author.
- b. As a part of the editing process, Publisher may (but will not be obligated to) request Author to make changes, additions, and deletions in the Manuscript. Author will promptly make all requested changes, additions, and deletions, and will send the revised Manuscript or revised portions of Manuscript to Publisher within the time that Publisher allows for further work on it. Author understands and agrees that it is Author's sole responsibility to render the Manuscript acceptable and that any assistance, encouragement, or critical comments provided by Publisher will not obligate Publisher to accept the Manuscript or to further assist Author in rendering the Manuscript acceptable to Publisher.
- c. In its discretion, Publisher may reject all or any portion of the Manuscript that Publisher considers to be deficient or not marketable, and will notify Author when it does so. If Publisher rejects any Manuscript, Publisher may in its discretion terminate this Agreement. If Publisher does not terminate the Agreement after rejecting the Manuscript, Publisher may return the rejected Manuscript to Author for further work. If Publisher returns the Manuscript to Author, Publisher may in its discretion terminate the Agreement if Author fails to revise the rejected Manuscript in a manner acceptable to Publisher by the date specified by Publisher. Acceptance of a portion of the Manuscript will not be considered acceptance of the whole. If Publisher does not reject a deficient portion of the Manuscript, it will not be deemed to waive its right to reject other deficient portions of the Manuscript. Failure of Publisher to terminate this Agreement will not waive Publisher's right to do so at a later time or in a similar circumstance.

- d. Publisher will furnish Author with proof sheets of the Manuscript as it is to appear in the Work. Author will read, correct, and return all proof sheets to Publisher within 15 business days of receipt, or by the date requested by Publisher, with all corrections required for final publishing, and will be responsible for the completeness, accuracy, and legibility of all corrections. If Author does not return all of the proof sheets to Publisher by the required date, the unreturned proof sheets will be deemed to have been approved by Author.

4. Rights Conveyed; Copyright.

- a. Publisher will own all right, title, and interest in and to the Manuscript, including all additions to, deletions from, alterations of or revisions in and to it (collectively, the "Properties"). Without limiting the foregoing, Author acknowledges that Author's work and services under this Agreement and all results and proceeds of them including, without limitation, the Properties, are works that have been specially ordered or commissioned by Publisher for use as a contribution to a work made for hire and Publisher will own all right, title and interest in them. Publisher will be considered the author of the Properties for purposes of Copyright (defined below) and will own all the rights in and to the Copyright of the Properties, and only Publisher will have the right to Copyright the same which Publisher may do in its name or in the name of its nominee(s). To the extent that the Properties or any materials contained in them or prepared for them or the Copyrights in them do not vest in Publisher by reason of being a work made for hire, Author grants and assigns to Publisher in perpetuity and throughout the world all of Author's right, title, and interest in and to the Properties and all materials contained in them or prepared for them and the results and proceeds of them in all languages and in any form or media (whether now known or later developed) and all intellectual property rights in them including, without limitation, all right to Copyright in the Properties and any adaptation or version of them in the United States or elsewhere throughout the world. Without limiting the foregoing, Author waives any and all claims Author may now or later have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the results and proceeds of Author's work under this Agreement. As used in this Agreement, "Copyrights" means United States and foreign copyrights under existing legislation, treaties, conventions, or other legal authority, and any successor to them, and all works entitled to protection under them.
- b. Author will do any and all acts, and will execute any and all instruments, that Publisher may request to secure to itself the ownership rights obtained under this Agreement, including all rights relating to the Properties described in this Agreement in the United States and in any foreign country. Author will cooperate to the extent necessary in the institution and maintenance by Publisher of any action for infringement of the intellectual property rights described above.
- c. Author may not reprint or otherwise use any material from the Manuscript, nor give permission to anyone else to reprint or otherwise use that material, without Publisher's prior written consent. Author may reprint or otherwise use or give permission to others to reprint or otherwise use up to 30% of the Work without additional publisher consent.

5. Author's Compensation.

- a. As payment in full for all of Author's right, title, and interest in, and for all of Publisher's use of, the Manuscript, and for Author's performance of Author's other obligations under this Agreement, Publisher will compensate Author as set forth below.
- b. Publisher will pay Author a royalty for sales of the Work by Publisher and its affiliates on Revenue (as defined below) at the royalty rate set forth below. For purposes of calculating this royalty, "Revenue" means all cash receipts by Publisher and its affiliates as a result of use of the Work, net of discounts, allowances, returns, and bad debts (to the extent written off as uncollectible), other than amounts: (i) from

educational institutions under noncommercial use agreements; (ii) for computer connect time charges, telecommunications charges, and account maintenance charges; (iii) for sales, use, value-added taxes, or excise taxes; and (iv) for shipping and handling costs. Revenue will include only amounts received for that portion of the charges proportionately attributable to the Work when charges for use of all or part of the Work are included in bundled pricing providing for use of the Work and other materials, features, or services. Proportionate attribution of Revenue will be determined in a manner that is equitable to the authors and other providers of the information, manuscript, features, or services made available using factors such as number of pages, chapters, and forms; nature of Upkeep; number of hours of use; number of documents, lines, or characters accessed, delivered, or made available; number of searches; relative prices; or any combination of those factors applied.

- c. The royalty rate is 20 percent.
- d. Publisher's use of all or part of the Manuscript will be considered use of the Work for purposes of calculating Revenue under this Paragraph; however, Publisher will not pay royalties on products and services containing less than one full chapter of the Work or those (i) furnished to Author at no charge or for a discount; (ii) distributed as complimentary, on trial, for review, or for other similar purposes; or (iii) that have been destroyed.
- e. Publisher may offset against any sums due to Author under this Agreement any fees that Publisher pays to third parties as authorized by this Agreement to revise or create Manuscript.
- f. Publisher will pay royalties to Author semi-annually in April of each year in respect of sales made during July through December of the previous year, and in October of each year in respect of sales made in January through June of that year. Publisher will make payments in U.S. Dollars. Publisher will furnish to Author statements of Revenue and resulting royalties. Any sums due and owing from Author to Publisher, whether or not arising out of this Agreement, may be deducted from any sum due from Publisher to Author under this Agreement. If Author has received an overpayment of royalties as shown by any subsequent accounting, Publisher may deduct the amount of the overpayment from any royalties or other monies that may accrue to Author, whether on this Work or any other works of Author published by Publisher.
- g. The payment to Author of any sum will not constitute acceptance of the Manuscript or any portion of it.

6. Author's Warranties.

- a. Author represents, warrants, and covenants to Publisher that:
 - (1) Author has full and unconditional right, power, and authority to enter into this Agreement and to grant the rights granted in it;
 - (2) Author will render services under this Agreement in a cooperative and timely manner and will be reasonably available to Publisher for relevant discussion;
 - (3) except as permitted in this Agreement, and except for public domain materials, the Manuscript will be the original work of the Author, and Author will be the sole owner of all the rights Author grants to Publisher in this Agreement;
 - (4) except as permitted in this Agreement, the Manuscript has not before been published;
 - (5) when published, the Manuscript and the Work will not infringe any Copyright or violate any statutory right or any proprietary right at common law (whether or not the use of the Manuscript or the Work constitutes an infringement of any Copyright);
 - (6) the Manuscript will not contain any libelous, obscene, or unlawful matter;
 - (7) the Manuscript will not contain any matter that invades the privacy of another; and,

- (8) the Manuscript will be created outside of the scope of Author's employment for any employer and will not be deemed a "work made for hire" under the copyright laws of the United States of America for any entity other than Publisher.
- b. A breach of any of the preceding warranties and representations will constitute a material breach of this Agreement.
7. **Costs and Liabilities.** Author will reimburse Publisher and its affiliates for all costs (including reasonable attorneys' fees) and liabilities arising from claims that the Manuscript infringes any Copyright or violates any statutory right or any proprietary right at common law or contains any libelous, obscene, or unlawful matter, or invades the privacy of another, except to the extent that any such claim arises from material introduced into the Manuscript by Publisher. Publisher will have the sole right to control the defense of any such claims; Publisher will keep Author advised of developments relating to any such claims as they arise. If a reimbursable claim is asserted against Publisher or any of Publisher's affiliates, Publisher will have the right to withhold any royalties and other amounts due to Author under this Agreement as security for Author's obligations under this Paragraph and to offset any royalties and other amounts against any monies owed by Author under this Paragraph.
8. **Editorial Assistance and Contributors.**
- a. Author, as an independent contractor, may engage, at Author's sole expense, any editing and research assistants that Author may desire.
- b. If Author uses any "Contributors" to contribute writing to the Manuscript, Author must first submit to Publisher an agreement in the form of Exhibit A, "Agreement for Assignment of Rights," for each Contributor, executed by that Contributor. Publisher may change that form from time to time in its discretion, on notice to Author. Under the form, a Contributor transfers all interests, including Copyright, in the contributions to Author, and under this Agreement the Author has transferred those interests to Publisher. Author's use of Contributors will not release Author from any of Author's responsibilities, representations, or warranties under this Agreement. Publisher will have the right, but not the obligation, to use Contributors' names in the same manner that it may use Author's name under this Agreement.
- c. In no event will Author's assistants or any Contributor be deemed to have been employed by Publisher.
9. **Quoted Material.**
- a. Author will identify all material (including, without limitation, text, forms, tables, illustrations, artwork, or photographs) in the Manuscript for which the Copyright or other intellectual property right is owned or claimed by anyone other than Author, except for material provided by Publisher under this Agreement.
- b. Except for original material created by Author or any Contributors, and except for material provided by Publisher under this Agreement, the Manuscript will not contain any material protected by any Copyright or violate any statutory right or any proprietary right at common law (whether or not the use of the Manuscript constitutes an infringement of any Copyright) (collectively, the "Protected Material"), unless Author (i) obtains written permission, at Author's expense, using the form attached as Exhibit B or another form acceptable to Publisher, to reproduce and distribute the Protected Material in the Work and in all subsequent editions of the Work or any part of the Work or any subsequent editions, alone or in combination with any other material, in any and all forms and media in or by which Publisher may distribute or transmit it or them; and (ii) supplies the permission to Publisher with the Manuscript. Publisher will reimburse all documented expenses that Author incurs in obtaining permissions, up to a maximum of \$1,000 for each edition of the Work.

10. Competing Obligations.

- a. Author represents and covenants that Author is not and will not be during the term of this Agreement under any obligation to any entity or person that could interfere with or hinder Author's performance under this Agreement. During the term of this Agreement and so long as the work is distributed commercially, Author will not without the written permission of Publisher prepare, write, print, edit, publish, distribute, or materially participate in the preparation, writing, printing, editing, publishing, or distribution of a Competing Work, or allow Author's name to be used in connection with any Competing Work; provided that Author can offer related CLEs, seminars, webinars, and workshops that may incorporate up to 30% of the Work.
- b. The term "Competing Work" means a publication or service distributed in any medium (whether now known or later developed) with a subject and purpose the same as or similar to those of the Work, if that publication or service in Publisher's judgment might (i) materially impair the sale of the Work or any publication or service of Publisher or its affiliates containing any material part of the Work, or (ii) lessen the value of the Work or any publication or service containing any material part of the Work. The following are not considered Competing Works: articles for publication in scholarly journals, materials prepared for law firm newsletters, lectures prepared for teaching purposes, and speeches for delivery at professional meetings.

11. Publishing Details.

- a. Publisher will have the right, in its sole discretion (and without obligation to pay compensation to Author in addition to that set out in this Agreement), to:
 - (1) publish all or part of the Manuscript at its discretion in any and all media and formats, whether now known or later developed (including without limitation print, computerized, magnetic, optical, audio, multi-media, and online formats);
 - (2) use all or part of the Manuscript at its discretion in combination with, as part of, or in the preparation of, other works published in any and all media and formats, whether now known or later developed (including without limitation print, computerized, magnetic, optical, audio, multi-media, and online formats); and
 - (3) make all other publishing, sales, and marketing decisions regarding the Manuscript and the Work, including, but not limited to, the following and changes to them: title; binding, content and design of spine, front cover, and title page; number of CD-ROMs, print volumes, or other product units; font style and size; screen design, use of framing, and presentation and manner of electronic navigation; linking within the Work and to external works and web sites, search capabilities, and other electronic features; inclusion of technical instructions and other help materials with electronic distribution; paper stock; packaging; preservation of plates or electronic media; runs; style; form; format; imprint; price; bundling; advertisements; the number and distribution of free copies; preparation of Upkeep; and timing.
- b. Except as otherwise provided in this Agreement, Publisher will be solely responsible for, and will bear all of its own costs associated with, publishing the Manuscript in the form or format desired by Publisher.
- c. Publisher will be the sole owner of lists of purchasers of and subscribers to the Work.
- d. Author and Publisher have entered into this Agreement in view of conditions in the market and Publisher's marketing strategies at the time of its execution. Although Publisher has a present intention to publish the Manuscript as set out above, there is no assurance that Publisher will do so, that Revenues of any magnitude will be generated, or that Publisher will not later discontinue publication of the Manuscript or the Work in any or all media. Accordingly, Publisher will not have any obligation or duty to devote any

particular level of resources to the preparation of the Manuscript or the Work or the marketing or exploitation of it or them. Publisher may at its discretion destroy any or all plates, computer tapes and other electronic media, books, and sheets without any liability to Author.

12. **Author's Copies.** If the Work is published in print form, Publisher will furnish to each Author at no charge 10 print copies of the Work, as well as 10 copies of any Upkeep for the Work published in print form for as long as Author remains actively involved with the Work. If the Work is published in eBook form, Publisher will furnish 5 eBook downloads to each Author at no charge, as well as 5 copies of any Upkeep for the Work published in eBook form for as long as Author remains actively involved with the Work. Author may purchase additional copies from Publisher for Author's personal use at a 50 percent discount off the retail price. Author will not sell to any third party any copies that Author obtains under this Paragraph. Publisher will not pay any royalties to Author for copies of materials furnished or sold to Author under this Paragraph. Any Teacher's Manual of the Work will be provided to Author in eBook format only.

13. **Information About Author; Cooperation with Marketing; Use of Name.**

- a. At Publisher's request, Author will provide Publisher with a current resume or curriculum vitae and any information that may be reasonably requested by Publisher for use in promoting the Work.
- b. Author grants to Publisher and Publisher's affiliates permission to identify Author as the author of the Work. Author further grants to Publisher and Publisher's affiliates the right to use the following information in connection with publishing the Work or any portion(s) of it, including, without limitation, in and on the Work and any other work in which the Manuscript may appear, and in advertising and promotional material related to Publisher and its affiliates' businesses:
 - (1) Author's name and likeness (as a trademark or otherwise);
 - (2) the information provided by Author to Publisher, described above;
 - (3) any publicly available facts about Author's education, employment, professional affiliations, and scholarly publications.

This grant extends to all future Upkeep, revisions, editions, or abridgements of the Work, and in connection with any related marketing or sales activities, without additional compensation to the Author, whether or not Author participates in the preparation of the Upkeep, revisions, editions, or abridgments, and whether during the term of this Agreement or after its termination. If other persons prepare Upkeep, future revisions, editions, or abridgements of the Work, Publisher may, in its sole discretion, use the names, likenesses, and other facts regarding those persons and/or those of Author in any manner and order that Publisher may desire. Notwithstanding the foregoing, (i) Publisher will not be obligated to use Author's name, likeness, or other information concerning the Author in any particular manner; and (ii) any use of Author's name, likeness, or other facts will accurately characterize Author's contribution to the Work.

- c. Publisher will credit Author's contribution to the Work. The form of the credit will be at the Publisher's discretion.
- d. Publisher may from time to time request that Author cooperate in Publisher's marketing activities by, for example, attending trade shows, bar association meetings, and conferences.

14. **Confidentiality.** Any information provided by Publisher relating to its or its affiliates' businesses, including, without limitation, publication plans and process and marketing plans and projections for the Manuscript and the Work, is provided in confidence, and Author will not disclose that information without Publisher's express written authorization except as necessary in the performance of Author's obligations under this

Agreement to Contributors who agree in writing to terms at least as restrictive as those in this Paragraph.

15. Termination of Agreement.

- a. Publisher will have the right to terminate this Agreement as set out in Paragraphs 2 and 3 of this Agreement immediately on giving notice of termination to Author. Failure of Publisher to terminate this Agreement will not waive Publisher's right to do so at a later time or in a similar circumstance.
- b. If Author is convicted of a crime, impeached, or disciplined by the bar of any jurisdiction (including disbarment), Publisher will have the right to terminate this Agreement immediately on giving notice of termination to Author.
- c. If Author begins preparation of the Manuscript and then dies or becomes incapacitated before completing and delivering it to Publisher, all material prepared by Author but not delivered to Publisher will be promptly delivered to Publisher on behalf of Author or Author's estate, and Publisher will have the right to terminate this Agreement immediately on giving notice of termination to Author or Author's estate.
- d. If Publisher does not publish the Work by the first anniversary of Publisher's acceptance of the Original Manuscript, Author may terminate this Agreement on written notice to Publisher, and Publisher will return to Author all rights to the Original Manuscript.
- e. In addition to the termination rights set forth above, a nonbreaching party will have the right to terminate this Agreement immediately on giving notice of termination to the defaulting party, provided that the breach or failure has continued uncured for a period of at least 60 days following written notice of the breach to the defaulting party. Termination will be Author's sole remedy for any breach by Publisher of any obligation Publisher may have to attribute Author's contribution to the Work to Author; otherwise, Author's remedy, if any, for any breach of this Agreement will be solely in damages and Author will look solely to Publisher for recovery of damages. Author waives and relinquishes any right Author might otherwise have (i) to obtain injunctive or equitable relief for any reason, and (ii) to proceed against any third party with respect to any dispute arising under this Agreement.
- f. If Publisher terminates this Agreement before the first commercial release of the Original Manuscript (the "Release Date"), Publisher will return all rights to the Original Manuscript to Author, in which case Author will have no right to further compensation under this Agreement in respect of the Original Manuscript and will return any advances and interim payments.
- g. If Publisher terminates this Agreement after the Release Date, Publisher will retain all of Publisher's rights to any and all Manuscript conveyed under this Agreement, and Publisher may (i) itself revise the Manuscript to correct any deficiencies, or (ii) retain a third person or persons to revise the Manuscript to correct any deficiencies, and charge against any sums due to Author under this Agreement Publisher's costs and any fees that Publisher, in its discretion, pays to third persons for that work. After the termination, Publisher will not create further upkeep.
- h. Termination of this Agreement will affect royalties as follows:
 - (1) If this Agreement terminates before the Release Date, there will be no royalties.
 - (2) Subject to the preceding subparagraph, if this Agreement terminates before the fifth anniversary of the Release Date, Publisher will pay royalties only in respect of Revenue received up to the later of (i) the second anniversary of the date of the termination, or (ii) the fifth anniversary of the Release Date. All such royalties are subject to offset as set forth in this Agreement for costs and fees incurred after the termination.

- (3) If this Agreement terminates on or after the fifth anniversary of the Release Date, Publisher will not pay any royalties in respect of Revenue received after the termination, except as set forth below.
- (4) If this Agreement terminates on or after the date of the first commercial release of a new edition of the Work that was substantially prepared by Author (the "New Edition Release Date"), Publisher will pay royalties only in respect of Revenue received up to the later of (i) the second anniversary of the termination, or (ii) the fifth anniversary of the New Edition Release Date. All such royalties are subject to offset as set forth in this Agreement for costs and fees incurred after the termination.

16. General Provisions.

- a. This Agreement will be governed by and construed in accordance with the laws of the State of New York as applicable to agreements made and wholly performed within that state regardless of the place, time, or sequence of its execution. The law of the State of New York will apply despite any choice of law statute, rule, or precedent that would apply the law of any other jurisdiction.
- b. Publisher may assign this Agreement or any interest in it. Author may not assign Author's rights or delegate Author's duties under this Agreement or otherwise assign or transfer this Agreement or any interest in this Agreement without the written consent of Publisher. Author may, however, prospectively assign the right to receive any amounts payable under this Agreement. No assignment will be valid against Publisher until Publisher receives written notice of the assignment from Author specifying the Work, and the following regarding the assignee: (i) name, (ii) address, and (iii) federal taxpayer's identification number. Any assignment will not be effective until 30 days after Publisher receives proper notice. Until the end of this period, Publisher will be protected in making to Author any payments of sums due under this Agreement.
- c. All notices or communications required or permitted to be given by one party to the other will be given in writing via (i) personal delivery; (ii) facsimile transmission with answer-back receipt; (iii) prepaid, receipted courier service; or (iv) prepaid, certified or registered mail, return receipt requested. All notices that Publisher gives to Author will be sent to Author at the address or fax number set out above. All notices that Author gives to Publisher will be sent to the following addresses:

ATTN GENERAL COUNSEL
Matthew Bender & Company, Inc.
P.O. Box 933
9443 Springboro Pike
Dayton OH USA 45401

With a copy to:
ATTN Keith Moore; Academic Publishing
Matthew Bender & Company, Inc.
4126 Carter Avenue
Cincinnati, Ohio 45212

or if by fax to fax numbers (937) 865-1211 and (513) 924-0571 with confirmation copies sent by U.S. Mail as specified above. Either party may change its address or fax number for purposes of this Agreement by giving the other party written notice of its new address in accordance with the notice provisions set forth above. Notice will be deemed given upon the earlier of: (i) actual receipt, (ii) 5 days after deposit in the mail, or (iii) confirmation of transmission.

- d. Author is and will always remain an independent contractor under this Agreement. If Author is found by any court or governmental agency to be an employee of Publisher, Publisher will not be liable to pay Author for any employee benefits or any other compensation not specified in this Agreement.
- e. This Agreement, including the attached Exhibits, constitutes the complete understanding of the parties. It is separate and independent and is not related to nor dependent on any other agreement or contract by and between Author and Publisher or any Publisher's affiliate, except as specifically provided.
- f. If any provision of this Agreement is adjudged to be invalid, void, or unenforceable, the remaining provisions of this Agreement will not be affected, and the provision in question may be replaced by the lawful provision that most nearly embodies the original intention of the parties. This Agreement will in any event otherwise remain valid and enforceable.
- g. No change, modification, waiver, or discharge of any provision of this Agreement will be valid unless in writing and signed by Author or the Author's personal representative and an authorized representative of Publisher.
- h. Any waiver of any breach of this Agreement, express or implied, on any one or more instances by any of the parties will not be considered a waiver of any preceding or succeeding breach.
- i. Except for Publisher's right to protect its intellectual property interest in the Manuscript and the Work and Publisher's confidential information, and except for causes of action relating to Author's representations, warranties, and indemnification obligations under this Agreement, neither Publisher nor Author may bring a claim or action arising out of or related to this Agreement, including any claim of fraud or misrepresentation, more than one year after the later of the following to occur: (i) the cause of action accrues, or (ii) the party asserting the cause of action knew or reasonably should have known about the existence of the cause of action.
- j. All terms and conditions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement will do so.
- k. If this Agreement has been executed by or later amended to include more than one Author (collectively the "Co-Authors"), the following provisions apply:
 - (1) The term "Author" means the Co-Authors.
 - (2) The Co-Authors are jointly and severally liable for all performance, warranties, representations, indemnifications, and other obligations and liabilities arising under this Agreement.
 - (3) Unless otherwise agreed in a writing signed by the Co-Authors or ordered by a court of competent jurisdiction, Publisher will pay amounts owed to them under this Agreement in equal shares.
 - (4) The Co-Authors will cooperate with each other and with Publisher.
 - (5) If Publisher terminates this Agreement, Publisher will be free, in its discretion, to enter into a new agreement with any or none of the Co-Authors without objection by the others, and may continue to use all of the Co-Authors' names and likenesses and other information regarding them as set out in this Agreement and as required by law.

MATTHEW BENDER & COMPANY, INC.

By *Claudia Gurevich*
Claudia Gurevich
Editorial Director

Date: 11/20/14

Approved by: _____
New Providence, NJ

Lynne Adair Kramer
Lynne Adair Kramer, Author

Date: 11/4/2014

Ann L. Nowak
Ann L. Nowak, Author

Date: 11/4/2014

By: *Aileen Stirling*
Aileen Stirling
Vice President, Analytical Law & Legal News

Date: 11/19/14

EXHIBIT A

AGREEMENT FOR ASSIGNMENT OF RIGHTS

This Agreement for Assignment of Rights ("Assignment") is made effective as of the date written below by _____ ("Contributor") to _____ ("Author").

Author is under contract with Matthew Bender & Company, Inc. ("Publisher") to produce manuscript for a law school publication entitled Solo and Small Practice Law Office Management and related materials (collectively, the "Work"). Author and Contributor have agreed that Contributor will prepare portions (the "Contributed Material") of the manuscript for the Work and that Contributor will execute this Assignment.

1. Author will own all right, title, and interest in and to the Contributed Material (collectively, the "Properties"). Without limiting the foregoing, Contributor acknowledges that Contributor's work and services in connection with creating the Contributed Material and all results and proceeds of them, including, without limitation, the Properties, are works that have been specially ordered or commissioned by Author for use as a contribution to a work made for hire and Author will own all right, title, and interest in them. Author will be considered the author of the Properties for purposes of Copyright (defined below) and will own all the rights in and to the Copyright of the Properties, and only Author will have the right to Copyright the same, which Author may do in its name or in the name of its nominee(s). To the extent that the Properties or any materials contained in them or prepared for them or the Copyrights in them do not vest in Author by reason of being a work made for hire, Contributor grants and assigns to Author in perpetuity and throughout the universe all of Contributor's right, title, and interest in and to the Properties and all materials contained in them or prepared for them and the results and proceeds of them in all languages and in any form or media (whether now known or later developed) and all intellectual property rights in it including, without limitation, all right to Copyright in the Properties and any adaptation or version of them in the United States or elsewhere throughout the world. Without limiting the foregoing, Contributor waives any and all claims Contributor may now or later have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the results and proceeds of Contributor's work under this Agreement. As used in this Assignment, "Copyrights" means United States and foreign copyrights under existing legislation, treaties, conventions, or other legal authority, and any successor to them, and all works entitled to protection under them.
2. Contributor will do any and all acts, and will execute any and all instruments, that Author may request to secure the ownership rights obtained under this Assignment, including all rights relating to the Copyrights described in this Assignment in the United States and in any foreign country. Contributor will cooperate to the extent necessary in the institution and maintenance by Author and/or Publisher of any action for infringement of the intellectual property rights described above.
3. Contributor authorizes use of Contributor's name and likeness (as a trademark or otherwise), and any publicly available facts about Contributor's education, employment, professional affiliations, and scholarly publications in connection with publishing the Work or any portion(s) of it, including, without limitation, in and on the Work and in advertising and promotional material related to Publisher and its affiliates' businesses and to identify Contributor as an author of the Contributed Materials and the Work. This grant extends to all future upkeep, revisions, editions, or abridgements of the Work, and in connection with any marketing or sales of them. Notwithstanding the foregoing, there is no obligation to use Contributor's name, likeness, or other information concerning the Contributor.
4. Contributor represents, warrants and covenants that:
 - a. Contributor has full and unconditional right, power, and authority to enter into this Assignment and to grant the rights granted in it;
 - b. except for public domain materials, the Contributed Material will be the original work of Contributor, and Contributor will be the sole owner of all the rights granted to Author or Publisher in this Assignment;
 - c. the Contributed Material has not before been published; and,

- d. when published, the Contributed Material will not infringe any Copyright or violate any statutory right or any proprietary right at common law (whether or not the use of the Contributed Material constitutes an infringement of any Copyright).
5. It is understood that there is no obligation to publish the Contributed Material even if Author has accepted and paid for the Contributed Material.
6. Under Author's agreement with the Publisher, the foregoing rights are transferred to the Publisher. Publisher and Publisher's affiliates are third party beneficiaries of this Assignment, and are entitled to enforce its terms against Contributor.

IN WITNESS WHEREOF, Contributor has caused this Assignment to be executed as of the date written below.

_____ [signature]

_____, CONTRIBUTOR

Date: _____

EXHIBIT B
Permission and Release

The undersigned grants to Matthew Bender & Company, Inc. (the "Publisher") the nonexclusive, royalty-free, worldwide right to republish, reproduce, reformat, distribute, and use the items listed below or any portion of them, in a law school publication entitled Solo and Small Practice Law Office Management and related materials (collectively, the "Work") and in all subsequent editions of the Work or any part of the Work or of any subsequent editions, alone or in combination with any other material, in any and all forms and media in or by which Publisher may distribute or transmit it or them (check one or more):

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- Table(s) and/or chart(s) (describe) _____

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- Article(s) and/or excerpt(s) (title and description) _____

- appearing in (publication) _____
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A catastrophe catapults Lucy's firm of female matrimonial attorneys into a battle between warring relatives and an intruder with designs on the two young heirs whose lives hang in the balance.

Sent from my iPad

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Sincerely,

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Publishing Associate
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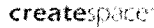
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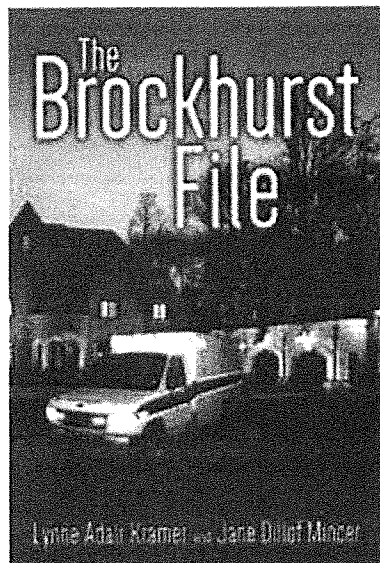
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THE BOOK REVIEW

KIRKUS REVIEWS



THE BROCKHURST FILE

A Mat Ladies Novel

by Lynne Adair Kramer, Jane Dillof Mincer

Publisher: Wellsmith

All's fair in love and war in Kramer and Mincer's witty new novel.

Lucy Bennett is a tough, no-nonsense divorce lawyer. Her firm, Bennett & Birnbaum, is filled with smart and tenacious women who go the extra mile for their clients, even the high-maintenance ones. And Skippy Brockhurst, a wealthy divorcée, is about as demanding as they come. Lucy represented Skippy in her divorce from Everett Brockhurst, a rich yet troubled playboy. This time around, Skippy fears their young son, Beau, is in danger. Her former lover Gary believes Beau may be his and demands a DNA test to confirm his suspicions. Lucy reluctantly wades into the complicated lives and politics of the affluent Brockhurst family once more, assuring Skippy that they'll protect Beau from any outside threats. Yet a sudden accident changes the nature of the custody battle, and Lucy finds herself representing the charming and sincere Gary in a messy family dispute. The powerful Brockhursts stand behind Everett despite his clear incompetence as a father. Skippy's sister Georgina has troubles of her own at home. The situation is made more complicated by a meddling housekeeper and the scores of other challenging clients Bennett & Birnbaum must manage in between dealings with the Brockhurst family. Mincer and Kramer, who clearly know the ins and outs of matrimonial and family law, present a likable cast of lawyers and an amusing group of interesting (and frequently crazy) clients. Lucy comes across as genuine, honest and determined, the type of idealized lawyer that often appears in the world of fiction. She adeptly handles her clients and colleagues at work, though the demands in her professional life present a challenge to maintaining a healthy work-life balance. Those juggling career and family can relate to the missed lunches, last-minute shopping trips and mad dashes to make tipoff at a youth basketball game. Kramer and Mincer's narrative of money, power and politics feels ripped from the headlines, leading readers down a twisty plot path that keeps everyone guessing until the very end.

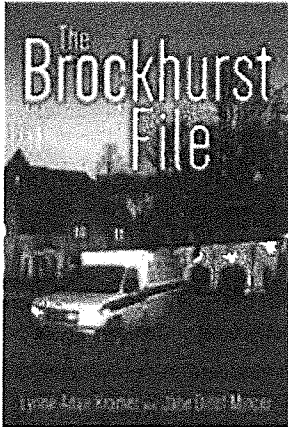
Engaging characters and snappy dialogue make for a fun, amusing day in court.

BOOK REVIEW

“The Brockhurst File” – Lynne Adair Kramer & Jane Dillof Mincer

315 pages – Wellsmith

Reviewed by Jeb Ladouceur



Two categories of readers will find this novel compelling ... those who have been through a divorce, and those who haven't. As for which group is likely to get a bigger kick out of “The Brockhurst File” ... flip a coin. One thing's for certain: anyone who (like me) has been spared the trauma associated with ‘Splitsville’ will come away from this no-holds-barred fictitious chronicle more grateful than ever that he (or she) hasn't had to go through the procedure. The ramifications as set forth on these pages can be pretty grim.

One need not necessarily be divorced or separated to recognize the inconvenience, bitterness, and downright angst that often accompany the failure of a marriage. Nor does it take a rocket scientist to note that the only winners in such an ultimate breakup are frequently the lawyers. That said, the subject of divorce is so sensitive and complex an issue that books dealing with the matter cry out to be written by professionals whose job it is to put the best face on crumbling marriages.

That requirement has been fulfilled in spades by the two real-life matrimonial lawyers who teamed up to create this ultra-convincing tale replete with believable characters, dialogue, and setting.

Before reading and reviewing a novel, it is my practice to scan the

book's Acknowledgments Section. Why?—no clear-cut reason for doing so comes to mind ... it's just always been that way. Of course, when picking up "The Brockhurst File," one sees on the front cover that it is co-authored by two women, Lynne Adair Kramer & Jane Dillof Mincer. Accordingly, the book contains *two* statements of recognition and appreciation rather than the traditional, one. That's where we clearly learn that the book was written by actual attorneys ... and specifically successful matrimonial specialists.

But even if this volume contained no Acknowledgment segment whatever (not every book does, after all), it's easily discernable from page 1 that we're due for a slice of real life in an honest-to-goodness divorce lawyer's office:

"Skippy's voice with its overtones of clubby lockjaw was painfully familiar to the roomful of attorneys. Each had worked on her hotly contested divorce case."

Consider how much the reader has learned from those twenty-five simple words early on.

Clubby Skippy is 'Skippy Brockhurst,' of the title, a demanding divorcée concerned about the welfare of her young son. The 8-year-old boy just might be the product of a one-night stand with a likeable guy named Gary, and Skippy wants Gary reined in before he muddies her social waters. In an interesting legal twist, sharp divorce attorney Lucy Bennett, who heads up Bennett & Birnbaum, a firm packed with savvy, ambitious women (all of them wonderfully defined by authors Kramer & Mincer) winds up representing Gary. Thus Lucy can't ethically act on Brockhurst's behalf.

The plot of this novel is plenty interesting, but where the book really shines is in its clear explanation of matrimonial and family law. Also, judges, court officers, and even private detectives (some straight shooters ... some unscrupulous) are so well drawn that we are never at a loss to understand the way they dovetail in the legal system. I would like to have seen Bennett & Birnbaum's hired private investigators introduced earlier ... before the story's halfway point ... so fascinating are their operating techniques.

"The Brockhurst File" put me in mind of "The Devil Wears Prada" in

legalese drag ... with a clever touch of “Downton Abbey” ... more than a dash of Grisham ruthlessness ... and naturally that nifty Ludlum-like title. All in all, a satisfying concoction indeed.

Lynne Adair Kramer & Jane Dillof Mincer are long time Fort Salonga residents, and Ms. Kramer has owned and operated the largest firm of women attorneys on Long Island for 30 years. “The Brockhurst File”, is available on Amazon ... and Kramer & Mincer have a talk and book signing scheduled at Book Revue in Huntington on Thursday, June 11th at 7 PM. It should be an interesting presentation.