

NEW CLIENT SCREENING CHECKLIST

To assist lawyers in assessing the risks involved in accepting a new client, we have prepared the following checklist of factors to consider before forming an attorney-client relationship.

SUBJECT MATTER

What is the legal matter for which the client needs representation?

Are there any imminent deadlines or time limitations?

Is the case too large, time consuming or expensive for my practice to handle?

Is the case one that is pending or that must be filed in another jurisdiction?

If so, am I familiar with the local statute of limitations, other filing deadlines, substantive issues and procedural rules?

Is the matter within my primary area(s) of practice?

If not, how much time would be required to become competent in that area?

If the case is outside my area of practice or in another jurisdiction, do I know an attorney to whom I could associate or refer the case?

If I refer the case, do I seek a referral fee and remain liable to the client as if I were the receiving attorney's partner?

If so, do I trust that the attorney is competent and will not expose me to a malpractice claim or ethical grievance?

Am I willing to learn and comply with the disclosure and consent requirements imposed by the applicable ethics rules?

Does the matter have merit?

Does the client have evidence to corroborate his/her story?

CLIENT ISSUES

What are the client's expectations (with both the outcome and the time involved)?

Are they reasonable?

If not, is this client able to adjust his/her expectations to make them reasonable?

What is the client's motive (justice, revenge, vendetta, to be compensated)?

Is the motive likely to cause the client to be unable to accept settlement or an unfavorable outcome?

Has the client shown himself/herself to be dishonest or to lack integrity?

Is the client evasive or reluctant in connection with a commitment to abide by a fee agreement?

Has the client indicated that he/she will be difficult to control as a witness?

PRIOR ATTORNEY-CLIENT RELATIONSHIPS

Has the client retained prior attorneys in the same matter?

If so, why did the previous attorney-client relationships terminate?

Has the client made claims or grievance complaints against any prior attorneys?

Do any prior attorneys claim that legal fees/costs are owed?

Has the client refused to pay legitimate invoices for legal fees?

PROTECTING YOURSELF

If I have accepted the client, have I sent the client an engagement letter for the client to sign and return setting forth the scope of the retention and the fee agreement?

If I have referred the client to another attorney without a referral fee, have I sent the client a non-engagement letter?

If I have referred the client to another attorney and have received or expect to receive a referral fee, have I sent the client a letter disclosing what is required by the applicable ethics rules and have I obtained the client's consent in the form required by the applicable ethics rules?

If I have declined to represent the client, have I sent a non-engagement letter clearly and unequivocally informing the client that I am not representing him/her, that I express no opinion about the matter, that the matter may be affected by a statute of limitations and that he/she should seek other representation?