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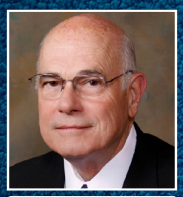

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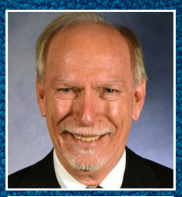

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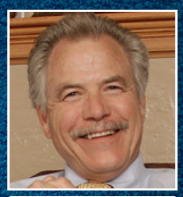

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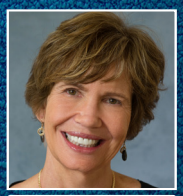

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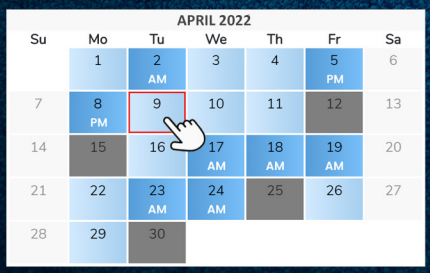

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How to Respond to a DISCIPLINARY COMPLAINT

By Gerald G. Dixon

I. Background

Approximately 700 disciplinary complaints are filed with the Disciplinary Board of the New Mexico Supreme Court against New Mexico attorneys every year. Clients, opposing counsel and sitting judges file complaints with the Disciplinary Board against attorneys in all areas of public and private practice. A complaint against an attorney can be filed either by mail or e-mail. The form can be downloaded from the Disciplinary Board's website.

Anger, disappointment, frustration and fear are among the most likely emotions felt by an attorney who is the recipient of a disciplinary complaint—especially when it is filed by a client or former client. Even if the complaint is frivolous, there is nothing more disheartening to an attorney, who possesses even a modicum of ego, than to receive a complaint where a client alleges they have been wronged. But ignoring a complaint, failing to take it seriously, or responding in anger rarely move the complaint towards resolution and, in fact, risks turning a meritless complaint into a larger issue for the attorney.

II. The Process

Once a complaint is filed, it is reviewed by chief disciplinary counsel. If a complaint alleges conduct which the Disciplinary Board does not have jurisdiction over, the chief disciplinary counsel will normally dismiss the complaint and immediately send a response to the complainant and advise them why no further investigation is merited. If a complaint contains any allegation which could implicate a violation of the Rules of Professional Conduct, the chief disciplinary counsel will then send the complaint along with a cover letter to the attorney who is being complained against. The cover letter will request a written response. Generally, a response is due within two weeks. If extenuating circumstances exist, additional time to submit a response can be requested by the attorney.

III. Responding to the Complaint

What should be included in a response? The first thing an attorney should do after receiving a complaint is read the entire complaint. When answering a complaint, the attorney should respond to **each and every** allegation in the complaint. The response should include a recitation of all relevant facts and, where appropriate, a copy of all relevant documents. The response should **not** include disparaging or belittling comments about the complainant. Those comments will do nothing to assist disciplinary counsel in trying to determine whether or not a violation of the rules of professional conduct has occurred. If a formal specification of charges is filed by disciplinary counsel, the attorney's response to the original disciplinary complaint may become part of the case record. In that case, an independent three person Hearing Panel, the Disciplinary Board and ultimately the Supreme Court will or

may be able to review those comments. It will serve no good purpose to claim that a client is responsible for an attorney's failure to comply with the Rules of Professional Conduct.

When preparing a response, the attorney should not treat the process as adversarial. Every effort should be made to disclose the relevant facts. In other words, the response should be truthful. In responding to a complaint, the attorney should be mindful of the confidentiality requirements contained in NMRA 16-106, particularly- when a complaint is filed by someone other than the client or when the underlying matter is still pending. Nevertheless, Rule 16-106(B)(5) does allow a lawyer to disclose information relating to the representation of a client to establish a defense to the disciplinary complaint but only that information necessary to establish the defense. Thus, a lawyer should be careful not to disclose any confidences that are not absolutely necessary to respond to the complaint and should avoid disclosure that might cause harm to a client or their case.

"... the most important thing a recipient of a disciplinary complaint can do at the outset is to timely respond to the complaint and to continue to provide information when requested by disciplinary counsel."

Should an attorney retain counsel? Using the advice offered by Abe Lincoln "a man who represents himself has a fool for a client," the answer is yes. An attorney can provide independent and unbiased advice. Even if an attorney is not retained to represent the lawyer with a pending disciplinary complaint, it is critical that the lawyer seek assistance from an experienced attorney to review a response before it is filed to perform a "tone check." In other words, the response should not contain statements which are irrelevant to the issues in the complaint or which contain inflammatory language directed at the client, the court, opposing counsel or the disciplinary process. Only an independent counselor can perform that role.

Should an attorney contact their professional liability insurance carrier? Yes, for two reasons. First, many malpractice policies provide coverage for Disciplinary Board complaints. Most carriers who provide coverage cover all attorney fees associated with hiring an attorney to assist with responding to complaint without requiring payment by the attorney of a deductible. Second, many insurance companies consider a disciplinary board complaint as a "claim." Because all policies require timely notice of a claim, it is prudent to advise the insurance carrier and provide a copy of the complaint which was filed with the Disciplinary Board. Attorneys are often denied coverage when a complaint is later filed in district court and the attorney failed to provide timely notice of a disciplinary complaint, especially if the lawsuit is filed during a different policy period.

IV. Possible Outcomes

Pursuant to NMR Gov.Disc. 17-206, after reviewing the attorney's response and any subsequent investigation, disciplinary counsel can either dismiss the complaint, issue a letter of caution, offer an informal admonition, petition to refer the attorney to a diversionary program, or file a formal specification of charges. In the event disciplinary counsel files a formal specification of charges against an attorney, after a hearing before an independent three person panel, the Disciplinary Board can dismiss the matter, or impose disciplinary action to include an informal admonition, formal reprimand or probation. The Disciplinary Board can also recommend more serious discipline, including public censure, suspension or disbarment. These latter recommendations are automatically reviewed by the New Mexico Supreme Court which may request briefing and may set the matter for oral argument before the Court. Ultimately, the Court may impose discipline to include any of the items listed above.

The good news (if there is any when it comes to attorney discipline) is that most complaints are ultimately dismissed without imposition of discipline. But in order for disciplinary counsel to get to the point of determining that the complaint does not warrant the pursuit of disciplinary action, they have to understand the complete picture. Therefore, the most important thing a recipient of a disciplinary complaint can do at the outset is to timely respond to the complaint and to continue to provide information when requested by disciplinary counsel. ■

About the Author

Gerald G. Dixon is a shareholder with Dixon Scholl Carillo PA and a past president of the State Bar of New Mexico. He attended Texas Tech University for his BBA (1977) and J.D. (1981).

There is No Such Thing as Too Much Information

By Jeannie Hunt

My husband, who is not an attorney, will periodically tell me that he doesn't know anyone who communicates the same way that I do. I'm pretty sure he means that as a compliment…most of the time. What he is usually describing is this: He can have a conversation with a friend and then come back and tell me that the friend's partner had a baby. That's it. There is a new human in the world. That is the extent of the information he gathered. By the time I'm finished with that same conversation, I will know whether the baby is a boy or girl; length and weight at birth; if he or she has hair, how much, and what color; which parent the baby takes after; the baby's entire legal name and the legal name of all of his or her siblings; how many pets they have – including the species of said pets and those pets' entire legal names; how said siblings and family pets are taking to the new arrival; the theme of the nursery; and whether they have ever considered purchasing a bigger home and/or vehicle. I don't know if that is a Mars/Venus thing or an attorney thing. Either way, I cannot leave the conversation without extracting every single piece of relevant information from that conversation so I can roll it over and over in my head at night when I should be sleeping.

As my husband will tell you, some people find that style of conversation irritating and slightly creepy. Others consider it to be thorough. Whatever it may be, that is precisely the level of communication you need to have with your clients. Every time you finish speaking with your client, you need to be sure that you have spent all of the time needed asking the right questions and gathering the relevant information. You also need to be sure that when you are finished speaking with your client you have given that client all of the information he or she may need to continue forward. Thoroughly communicating with your client and documenting your file with those communications will save you a ton of money and heartache down the road.

What exactly should you tell your client? Everything. Your file, which includes all of your personal notes; all of your billing; and all of the communications you have had regarding that case, belongs to your client. With very limited exception, not relevant here, you cannot withhold any part of your file from your client when and if they ask for it. The client is entitled to know everything. That being said, please do not put anything in writing you wouldn't want your client to read. No one likes all of their clients all of the time but be sure everything you say and/or put in writing is professional. You do not want that email attached as Exhibit A to the malpractice complaint against you. Trust me; it happens.

Many of the cases I have defended could have been lessened or avoided entirely had the communication been better. We are all guilty of getting busy and rushing to the next task without taking the time to follow up with our client; answer a question; or confirm a conversation. Failing to timely respond to your client is not only against the Rules of Professional Conduct;[1] it is also a sure fire way to make your client mad. Clients who are mad because you won't communicate with them tend to sue you. While we all run the risk of being sued for malpractice even if we don't deserve it, good communication with your client will lessen the risk and be of tremendous help in the defense of a malpractice lawsuit. It is important to have good communication with your clients always but there are two specific areas in which thorough communication is absolutely vital: (1) communications regarding fees and billing; and (2) communications regarding your client's expectations.

Most of us have at least one client that pays extremely slowly, if they pay at all. As attorneys, it is tempting to fire off and file a short and sweet complaint against your client for unpaid fees. Don't do that. Ever. In New Mexico, a claim for legal malpractice

is a compulsory counterclaim to any claim by an attorney against their client for unpaid fees. *See Brunacini v. Kavanagh,* 1993-NMSC-157, ¶ 38, 117 N.M. 122. The compulsory counterclaim rule works the other way as well. If your client sues you for malpractice, any claim you have against that client for unpaid fees needs to be brought as a counterclaim immediately. The odds are pretty good you will never see any of those unpaid fees but your counterclaim can be pretty good leverage in a malpractice lawsuit.

"Many of the cases I have defended could have been lessened or avoided entirely had the communication been better. "

Counterclaims of either type can usually be avoided with thorough communication regarding your billing and fees that begins at the start of your representation. Generally, the scope of your representation, the basis or rate of the fee, and the expenses for which the client will be responsible must be communicated with the client in writing when you start the representation or very shortly thereafter. *See* Rule 16-105 NMRA. Any changes to your fee agreement must also be made in writing. *Id.* Your engagement agreement should also include the interval at which the client will be billed; when exactly payment is due; and the penalty for late payments. While it is not required by the Rules of Professional Conduct, it is also a pretty good idea to go through those letters with your client line-by-line; have your client sign the letters; and then follow up with a quick email to your client summarizing that conversation.

After you have established your fee agreement with your client, the next step is to be sure you bill your client at regular intervals, usually monthly. Even if you didn't bill any time to that client that month, still send them a statement evidencing whether they are caught up in payments or the amount of any outstanding balance. As soon as your client's payments start slipping outside the agreed upon terms, you need to start communicating with your client in writing regarding the ways in which your client can bring his or her account current. Be cordial and professional. Your client is more likely to pay you if they like you and more likely to sue you if they do not. If that isn't working, keep communicating with your client at respectful intervals (i.e. not every day) and make sure your client is aware that you will withdraw from representation if you cannot come to mutually agreeable payment terms. Keep a close eye on that account and be sure to withdraw before the unpaid balance becomes more than you or your firm can bear. If you do reach a mutually agreeable payment plan, be sure to put the new agreement in writing.

It is just as important to stay on top of your client's expectations, starting at the very first meeting. Your client may be convinced their case is worth $50 million or they may be adamant that they didn't do anything wrong. Take the time to listen to your client and gather all the information. Give them your completely honest opinion about their case. Since some clients tend to have selective hearing, it is also a really good idea to follow up those conversations in writing. It takes far less time to write a letter than it does to defend a malpractice lawsuit.

Managing your client's expectations is a never-ending task. To the extent that you can, you need to make sure your client sees their case the way that you do; both the good and the bad. Nowhere is this more important than heading into mediation, arbitration, or trial. In every mediation in which I've ever participated, the mediator always requested a mediation statement. Different attorneys broach the mediation statement different ways. Some see the statement as a position paper, a chance to sell their case to the mediator. Others, myself included, tend to lay it all out for mediator, the beautiful facts and the ugly ones too. Whichever your preference, you need to make sure that your client understands the pros and cons of their case going into mediation, arbitration, or trial. Send your clients a completely separate letter setting forth the process of mediation, arbitration, and/or trial and the most likely outcome given all of the facts – not just the favorable ones. Be honest. Your client will be mad at you if you tell them their case is worth $3 million and then settle for $30,000. We all know what happens when clients get mad. Going into mediation, arbitration, trial, or even a hearing, it is vital that your client knows exactly what to expect. Cover yourself by putting that information in writing.

One other thing, keep your emails. All of your emails. Not just the ones you receive from your clients (or anyone else), but the ones you send as well. Create a folder for each and every case and file your emails as they come in. Take ten minutes one day a week to file your sent emails as well. Again, clients have selective hearing so be sure you confirm all of your important conversations in writing. If you don't know which conversations are important, err on the side of sending that email.

Remember, when it comes to communicating with your client, be thorough and/or a little creepy. Just don't be too creepy. ■

Endnotes

[1] Rule 16-104 NMRA

About the Author

Jeannie Hunt practices in the areas of attorney and accountant professional liability and general civil litigation with Brent & Hunt Attorneys in Albuquerque. She attended the University of New Mexico (B.A., 2002) and Baylor Law School (2008).

Do I, Or Don't I, Call My Professional Liability Insurance Company?

– Revisited, Almost 10 Years Later –

By Briggs F. Cheney

In 2012, I wrote an article titled *Do I, or Don't I Call My Professional Liability Insurance Company?*[1] As I re-read it, it is not half-bad, and its message is still an important one. But this comes from the author and from a lawyer who is "on the other side of the aisle" to use current vernacular—a defense lawyer. The reasons for revisiting the article and this topic are several. First, the message here is so darn important. Second, these 10 years have given birth to a whole new audience. Third, has there been a change in the insurance market and the law practice environment justifying a more conservative view of reporting "potential or possible"[2] claims.

Ten years ago, we did not have reciprocity or the uniform bar exam or the regionalization[3] of the practice of law. 10 years ago, the bar was New Mexico barred lawyers who resided and practiced exclusively in New Mexico. That is not true today. This lack of familiarity, the importance of winning or prevailing at all costs and more "no holds barred" litigation, if not already, it will soon, enhance the threat of "potential or possible or threatened" legal malpractice claims[4]. For all the foregoing reasons, what is a "potential, or possible or threatened" claim will only be less clear, making only more difficult the decision, "do it or don't I call the legal malpractice carrier."

In addition to the foregoing, what this lawyer referred to 10 years ago as the "short-lived secret" about disciplinary complaints and some lawyer's reluctance to report those complaints availing them of the benefit of counsel in the disciplinary proceeding may not exist as many policies require the lawyer insured to report all disciplinary complaints regardless of outcome.

One can debate what "potential or possible or threatened" claim means or what it is, or is not, but "not precise" is a polite way to describe those terms. Lawyers often delight in debating and litigating such vagueness, but does a lawyer want to engage in such folly when their own personal pocketbook is on the line? Because it is hoped the answer to that question for most lawyers is "no", this lawyer is going to dispense with discussion of the legal niceties and legal authorities and arguments on that question.

The rationale behind *claims-made* legal malpractice coverage is to provide more economical coverage for lawyers by allowing insurers the ability to close their books on an insurance policy at the expiration of the policy period. Unlike "occurrence coverage" where the policy period is not necessarily limited. In short and in theory, claims-made coverage provides the insurer with some level of predictability of its risk.

My criticism of the terms "potential or possible or threatened" as lacking preciseness may be unfair. In many ways, the notice requirement can be viewed as a "gift" to the lawyer, and not something that should be criticized. If viewed as a gift, a lawyer can benefit from the more economical premium and at the same time extend the lawyer's insurance coverage beyond a policy's annual period of coverage.

To partake of what I am calling this "gift" from the insurer, the insured lawyer must "objectively" comply with the notice

provision (those vague and imprecise words) - "potential, or possible or threatened." Stated more directly, the insured lawyer must affirmatively provide the insurer with an unmistakable, clear, unequivocal statement that a possible or potential claim may exist. *LaForge v. American Casualty Co.*, 37 F.3d 580, 584 (10th Cir. 1994).

Confessing, "Father, I may have sinned" on the lawyer's renewal application is not going to be adequate. *Id.* The notice issue and whether there is coverage are litigated based on the adequacy of the notice. Importantly, these coverage issues are generally litigated in federal courts. A passing reference on a renewal application or a lukewarm and less than detailed notice to an insurer during the policy period may be challenged. Being bashful or circumspect, regardless of the reason ("you really doubt the possible misstep will ever matriculate into a claim" or "because you want the insurer to see it as "long shot" and not raise your rates for that reason, the insured *soft-pedals* the seriousness of the claim" or "because you are embarrassed") is a mistake. It is important to make a sufficient disclosure to the insurer so it is fairly on notice and can evaluate the possible risk.

"This lack of familiarity, the importance of winning or prevailing at all costs and more "no holds barred" litigation, if not already, it will soon, enhance the threat of "potential or possible or threatened" legal malpractice claims"

This article and its predecessor are also going to be the subject of an episode of the State Bar's podcast "SBNM is Hear" sometime next year. Here are some questions we anticipate discussing:

1. Should a lawyer wait until a claim is articulated in writing by a client or another lawyer on behalf of the client or suit is filed and ignore the "potential, or possible or threatened" language?
2. What about these vague and imprecise terms, "potential, or possible or threatened" claim – what do they mean?
3. Is it worth debating what they mean if your insurability is on the line?
4. Why are lawyers so uncomfortable putting an insurer on notice:
   - **a.** Because premiums may increase on renewal?
   - **b.** Is it pride or unwillingness to admit a possible mistake?
   - **c.** Is it the belief that the "mistake" will be resolved by some future development?
   - **d.** Is notification of a possible claim viewed as an admission by the lawyer insured?
5. Are lawyers in larger firms treated differently than solo or small firm practitioners?
6. Does a lawyer have a right to put the lawyer's financial interests ahead of their client's? If the lawyer – for whatever reason – provides the insurer with inadequate notice leaving the injured client without an avenue of recovery.

Endnotes

[1] Read the original article online at www.sbnm.org/newmexicolawyer

[2] The language in policies may vary, but these words are often used and because they lack preciseness and do often appear in legal malpractice policies, the comments in this paper are based on those terms.

[3] This lawyer's term to describe lawyers and law firms setting up satellite offices in this state, both plaintiffs and defense.

[4] Right or wrong or because the opportunity has not presented itself to our appellate courts, the assignability of legal malpractice claims – can you or can't you – is not conclusively resolved and the plaintiff's bar are pursuing assigned legal malpractice claims.

About the Author

Briggs F. Cheney serves as of counsel with Dixon, Scholl, Carillo PA in Albuquerque. He attended the University of New Mexico (BBA, 1969; JD, 1972).

Why Would You Want to Buy Professional Liability Insurance?

A Better Question is

Why Wouldn't You?

By Eleanor C. Werenko

For some short period of my career, I had the pleasure of learning how to be a "lawyer's lawyer" from lawyers that are really good at being lawyer's lawyers. The kind of lawyers that you call when you get *the letter*. Or that your insurer calls when you are served with *the complaint*.

Not to trivialize the woes of my former clients, but that kind of work can be **a lot** of fun. It is challenging, and your clients and their practices are as diverse as the bar itself—from lawyers with micro-practices to lawyers from big firms and from lawyers representing individuals, to lawyers representing international clients before specialized courts.

The practice also scared me though; laying bare the myriad ways to fumble the ball. Showing me that even good lawyers, really good lawyers, make mistakes. Or even if they don't make mistakes, can be accused of making mistakes. If you made a mistake, or were accused of making a mistake today, would your professional liability policy cover you? Are you sure? What if your partner commits a crime or fraud, are you covered as an innocent insured? What about that period between when you joined your current firm and your last job? These are just some of the questions that you might consider when it comes time to buy or renew a professional liability policy.

For the most part, our clients were lucky. In all but a few of our cases, the lawyers we represented had high quality professional liability insurance policies, with adequate loss limits, and provisions for defense costs. Even still though – they agonized. How much greater their suffering would have been without the benefit of an insurance policy to pay the costs of defense, to monitor the progress of defense, and ultimately to satisfy any judgment that might be rendered against the insured I can only imagine.

So, how do you choose a policy that will allow you to rest easily knowing that you, and your clients, are covered? While there is no one size fits all approach to choosing a professional liability policy, the following provides some food for thought in helping you to think through some of these hard questions. For more insights and tips on evaluating carriers and policies, look for the Lawyer's Professional Liability Committee "Things to Consider When Choosing a Professional Liability Insurance Policy" and talk with your agent or insurer to determine the policy that is right for you.

Why Purchase a Professional Liability Policy?

If the financial risks you face when practicing law without professional liability coverage are not enough (the costs of defending against a lawsuit or disciplinary complaint, the burden of satisfying a judgment, or the personal costs of declaring bankruptcy), you might also consider purchasing a professional liability policy to ease administrative burdens. Under the Rule 16-104 NMRA "[i]f, at the time of the client's formal engagement of a lawyer, the lawyer does not have a professional liability insurance policy with limits of at least one-hundred thousand dollars ($100,000) per claim and three-hundred thousand dollars ($300,000) in the aggregate, the lawyer shall inform the client in writing using the form of notice prescribed by this rule." I don't know about you, but another letter that I have to generate and keep in my file, coupled with a potentially awkward conversation with my client might just push me over the edge.

More importantly though, a professional liability policy, protects your client. As attorneys our primary duty is to protect the interests of our clients. Buying a policy with adequate coverage serves this function while allowing attorneys to focus on the business of building and maintaining a healthy practice.

When Should you Purchase a Professional Liability Policy?

Ideally a lawyer would purchase a professional liability policy as soon as they are licensed to practice law. Because of the way that liability policies for attorneys are structured, as claims-made and reported policies (versus occurrence policies), you can never go back and buy coverage for work done in the past. Under this type of policy, work done after the policy starts is covered, but all work done prior to the date the policy goes into force is not be covered. In other words, claims-made and reported policies "provide coverage for claims first made and first reported to the insurance company while a policy is in force as long as the act, error, or omission upon which the claim is based occurred after the policy's loss inclusion date and the individual attorney's retroactive coverage date. The loss inclusion date is usually the inception date of the first claims-made policy purchased by a firm as long as there has not been a gap in coverage," according to Mark Bassingthwaighte in *A Young Lawyer's Guide to Purchasing Lawyer's Professional Liability Insurance* (https://bit.ly/30dFepz).

> "More importantly though, a professional liability policy, protects your client. As attorneys our primary duty is to protect the interests of our clients. Buying a policy with adequate coverage serves this function while allowing attorneys to focus on the business of building and maintaining a healthy practice."

What is a Gap in Coverage and What Does that Mean for Me?

A gap in coverage occurs where there is a period of time in which a lawyer has no malpractice coverage in place. Apart from the uninsured period of time during the gap in coverage, the real issue with gaps in coverage, is that where a gap occurs, the loss inclusion date (for the firm) or the retroactive date (for an individual lawyer) is moved forward to the new date when coverage is obtained. What this means is that all work, regardless of how many years' worth, prior to the loss inclusion or retroactive date, is uncovered. *Id.* The consequences of a gap in coverage can be far reaching making it very important for lawyers to ensure that they have a policy in force at all times.

How Much Insurance Do I Need?

In order to evaluate how much insurance you need, you will want to determine your risk and your risk tolerance. For some lawyers this will mean that they look at the value of their cases, or the transactions they handled in the prior years. For others it may be an evaluation of how much experience the lawyer has in the areas in which he or she is now, and has, practiced. Keeping in mind though that for policy limits under $100,000/$300,000 the lawyer will be subject to the disclosure requirements previously discussed. Under all circumstances your policy should be enough to defend the type of lawsuit that might be filed against you. In other words, if you practice, in areas of complex litigation, a lawsuit filed against you will necessarily be complicated by the underlying law and will therefore be expensive. Best advice is to plan accordingly.

How are Defense Costs Handled?

How a policy handles defense costs is one of the most important considerations when choosing a professional liability policy. In New Mexico, you will find two principal types of policy provisions for defense costs. A "defense-within-limits" policy contains a provision reducing the policy's applicable coverage by amounts paid by the insurer to defend the insured. Such provisions are also referred to as legal defense offset, shrinking limits, wasting coverage, cannibalizing limits, eroding or Pac-Man provisions. The New Mexico Public Regulation Commission has allowed such provisions to be placed in legal malpractice policies where the policy limit is at least $500,000. 13.11.2.9(B)(1)(h) NMAC.

A "defense outside of limits" policy, on the other hand, does not reduce policy coverage to by amounts the insurer pays to defend its insured. Especially with low limits policies, defense costs can eclipse the limits of coverage quickly if the policy does not offer "defense outside of limits."

In order for a defense-within-limits provision to be valid, the policy must not allow more than 50% of the policy limit to be eroded by defense costs. 13.11.2.10(A) NMAC. But that limitation may be omitted by the insurer if the policy allows the insured to select or consent to appointed defense counsel, participate in and assist in the direction of defense of the claim, and consent to a settlement. 13.11.2.10(C) NMAC. In other words, if the insurance policy allows significant participation by the insured attorney, the insurer may issue a policy allowing any amount of erosion of policy limits by defense costs. Depending on the policy and the claim, an insured may face a situation where he or she has to choose between adequately defending a claim and maintaining enough of the policy limits to reach a settlement or protect his or her assets in the event of an adverse judgment.

When choosing a professional liability policy, it is recommended that you look closely at a potential policy to determine how defense costs are handled and speak with your agent or insurer to determine whether this is the best choice for you. ■

About the Author

Eleanor C. Wrenko represents and advises clients in simple and complex matters including business disputes, focusing on contracts, construction, real estate, taxation, land use and zoning with Stelzner, Winter, Warburton, Flores & Dawes P.A. in Albuquerque. She attended the University of new mexico School of Law (2008).

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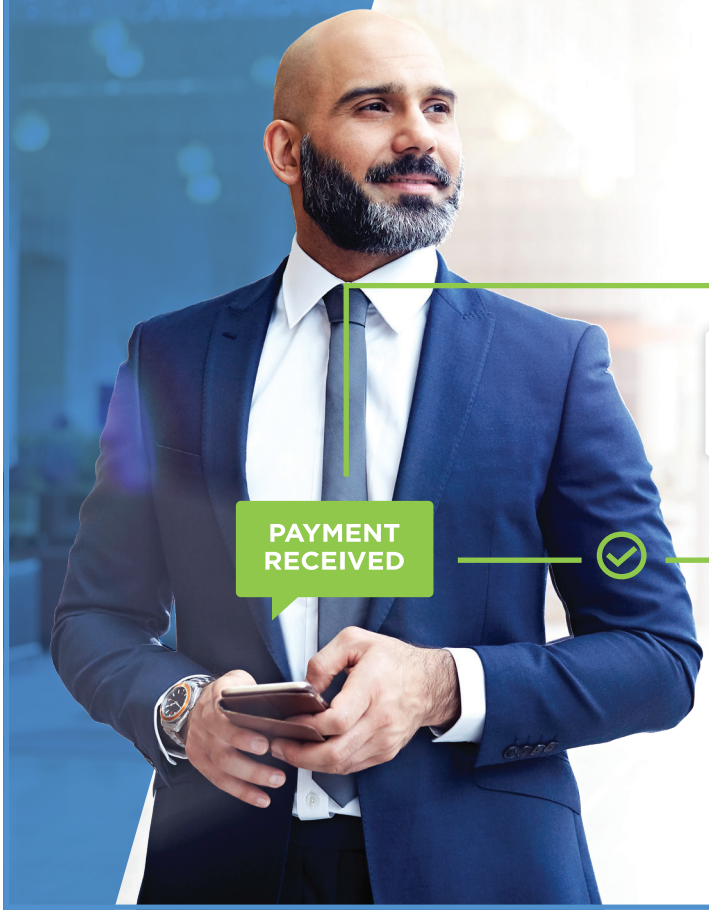

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