Oregon State Bar
Meeting of the Board of Governors
November 17, 2018
Ashland Hills Hotel, Ashland, OR
Open Session Agenda

The mission of the OSB is to serve justice by promoting respect for the rule of law, improving the quality of legal services, and increasing access to justice.

The Open Session Meeting of the Oregon State Bar Board of Governors will begin at 12:30 pm on September 21, 2018. Items on the agenda will not necessarily be discussed in the order as shown.

Saturday, November 17, 2018, 11:00 am

1. Call to Order

2. 2018 President & President-elect Elections
   A. Confirmation of Liani Reeves for 2019 President-elect [Ms. Costantino] Inform
   B. Confirmation of Chris Constantino for 2019 President [Ms. Nordyke] Inform

3. President’s Report [Ms. Nordyke]
   A. Health Insurance for Bar Members Action Exhibit

4. BOG Special Committees, Study Groups and Task Forces
   A. Alternative Pathways to Becoming a Lawyer (Ms. Parker) Action Exhibit
   B. Referral Fees Committee Inform

5. BOG Committees
   A. Policy and Governance Committee [Ms. Costantino]
      1. Section Review Summary
         a) Amendments to OSB Bylaw 15.6 Action Exhibit
      2. ONLD Review Summary
         a) Amendments to ONLD Bylaws Action Exhibit
   3. Editorial Advisory Committee Action Exhibit
   4. Leadership Academy Program Request Action Exhibit
   B. Board Development Committee [Mr. Greco]
      1. Appointments to various OSB Committees and Councils Action Handout
   C. Budget & Finance Committee [Mr. Wade]
      1. Approve 2019 OSB budget Action Exhibit
      2. Approve 2019 section dues Action Exhibit
      3. Acknowledge receipt of Independent Auditors Letter Action Exhibit
   D. Public Affairs Committee [Ms. Rastetter]
      1. Election Results Inform Exhibit
      2. Law Improvement Package Approval Memo Action Exhibit
6. Professional Liability Fund [Ms. Bernick]
   A. September 30, 2018 PLF Financials Inform Exhibit
   B. 2019 Coverage Plans (Primary, Excess, and Pro Bono) Action Exhibit
   C. PLF Policy 2.300 Action Exhibit

7. OSB Committees, Sections, Councils and Divisions
   A. Legal Ethics Committee [Ms. Hierschbiel]
         Proposed Amendments to OSB Formal Ethics Opinions Action Exhibit
   B. Oregon New Lawyers Division Report [Ms. Nicholls & Mr. Sturm] Inform Exhibit
   C. ABA HOD Delegate Report Inform Exhibit
   D. Oregon Law Foundation [Mr. Penn] Inform Exhibit
   E. Public Service Advisory Committee [Ms. Pulju]
      1. Create Refugee Civil Assistance Panel Action Exhibit

8. Closed Sessions – CLOSED Agenda
   A. Executive Session
      (pursuant to ORS 192.660(2)(f) and (h) and ORS 192.690(1))
      1. General Counsel/UPL Report

9. Consent Agenda
   A. Report of Officers & Executive Staff
      1. Executive Director’s Report [Ms. Hierschbiel] Inform Exhibit
   B. Client Security Fund Committee [Ms. Hierschbiel]
      1. CSF Financial Reports and Claims Paid Inform Exhibit
      2. Claims to Approve or Review Action Exhibit
   C. Approve Minutes of Prior BOG Meetings
      1. Open and Closed Sessions September 21, 2018 Action Exhibit
      2. Open Session for November 2, 2018 Action Exhibit

10. Good of the Order (Non-Action Comments, Information and Notice of Need for Possible Future Board Action)
    A. Correspondence
    B. Articles of Interest
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: November 17, 2018
From: Helen M. Hierschbiel
Re: Health Insurance for Members

Action Recommended

Decide whether to pursue health insurance as a member benefit in 2019.

Background

During OSB President Nordyke’s travels around the state of Oregon, several members asked what the bar can do to provide affordable health insurance for members, particularly sole practitioners. OSB President Nordyke asked to place this topic on the Board’s agenda so that the Board of Governors could discuss whether the Oregon State Bar can and should do something to assist members with obtaining affordable health insurance for members. The bar has a long history on this topic, which is provided below as additional context for the board’s discussion.

The Multnomah Bar Association currently provides a group health insurance plan for Oregon lawyers, which is available and marketed throughout the state of Oregon. The MBA plan is structured as a Multiple Employer Welfare Arrangement (“MEWA”), also known as an Association Health Plan (“AHP”). By operating as a group, individuals and small employers can access large group rates, which may be more competitive than individual and small group plans. The greater the customer base, the greater the potential cost savings for individual members. This year, the MBA plan experienced a significant increase in enrollment (about 1,000 currently enrolled), allowing it to become much more competitive. One downside is that regulatory requirements for MEWAs make the MBA health plan unavailable for true solos; you must have at least one employee in order to qualify for the plan. In addition, MBA membership is required for joining the health plan, and some members may not want to pay that extra membership fee.

An alternative to the MEWA is a private exchange. A private exchange offers members health insurance products separate from what is available on the state or federal exchange. There are several mandatory state bars that provide health insurance to members through a private exchange, including the Florida State Bar, State Bar of Georgia, the Missouri Bar, and most recently, the Washington State Bar Association. Staff has not researched this model in depth and cannot speak at this time to the advantages and disadvantages as compared to the MEWA.

It’s worth noting that the MBA health plan is a significant driver for membership in the MBA. Offering an alternative health plan to Oregon State Bar members could reduce enrollment in the MBA plan. And a dramatic reduction in plan enrollees could cause a death spiral for the MBA health plan.¹

¹ For an explanation of “death spiral” in the health insurance context, see: https://en.wikipedia.org/wiki/Death_spiral_(insurance).
The Board of Governors has periodically reviewed affinity programs and member benefit options available to members. An affinity service is a group plan offered by a company to an organization’s members. The rationale for such plans is that not everyone has the option of joining a group package for services such as life or auto insurance. With the buying power of a large group, the organization can take advantage of affinity services to provide discounts and group plans to its members. At one time, the Oregon State Bar had health and related insurance benefit programs, as well as member discounts on rental cars, credit cards, hotels and computers.

Over the years, the board has gradually reduced these types of member benefits. The only remaining member benefit relationship is with Beecher Carlson Insurance Agency. This relationship allows bar members to obtain various types of insurance policies; however, the bar receives no commission from the sale of these plans, and we provide no marketing or endorsement on their behalf. Attached is a copy of the information we provide to members about these products.

The Board of Governors made a decision approximately six years ago not to pursue affinity relationships. There were several reasons for this decision. First, the Multnomah Bar Association relies heavily on affinity relationships and the board did not want to compete with the MBA or other local/specialty bars that might want to pursue them. The issue arose most recently in a discussion about whether to pursue an affinity relationship with LawPay. In the end, the board agreed to provide marketing support with all proceeds going to the MBA.

Second, the bar’s past relationship with a credit card company was problematic. Every so often the company would get creative (i.e. aggressive) with their marketing, making it look like their solicitations were coming from the Oregon State Bar. The bar received quite a few member complaints about the company over the years, resulting in more administrative and reputation costs than the money generated was worth. When the credit card company decided to cancel all of its affinity contracts, the board shed no tears.

Third, a member survey more than ten years ago asked bar members about affinity relationships, and members were pretty strongly opposed to them. One of the reasons members did not like them was the proliferation of spam. Of course, that was many years ago, and member views on the topic may have changed.

Finally, a common thread throughout has been discomfort with implied endorsements when the bar does not actually have any quality control over an affinity partner, particularly given the bar’s regulatory role and responsibilities. The PLF, on the other hand, has partnered with a number of vendors to provide practice management tools to lawyers in private practice at a discounted rate. https://www.osbplf.org/resources/save-money-with-discounts.html.

Given this history, staff is seeking the Board’s input prior to investing significant time into researching the possible development of an Oregon State Bar health plan for members. Further, if the Board is interested in pursuing these types of member benefits, it may also want to consider developing a policy with parameters for what types of benefits the bar should pursue so that we have guidance and consistency when responding to future partnership requests.

Attachment: Insurance options for OSB members
OREGON STATE BAR
ALTERNATIVE PATHWAYS TASKFORCE COMMITTEE
REPORT & RECOMMENDATIONS
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>1</td>
</tr>
<tr>
<td>State Survey</td>
<td>3</td>
</tr>
<tr>
<td>Essential Elements of the ‘Writing for the Bar Mentorship Program’</td>
<td>5</td>
</tr>
<tr>
<td>Anticipated Costs of Implementation and Operation</td>
<td>9</td>
</tr>
<tr>
<td>Measuring Success</td>
<td>11</td>
</tr>
<tr>
<td>Minority Recommendation to the Educational Requirement of the Committee’s Recommendation</td>
<td>12</td>
</tr>
<tr>
<td>Appendix A: Roster of the Members of the Committee</td>
<td>17</td>
</tr>
<tr>
<td>Appendix B: Side by Side Comparison of State Laws</td>
<td>19</td>
</tr>
<tr>
<td>Appendix C: WSBA APR 6 Clerk Application</td>
<td>21</td>
</tr>
<tr>
<td>Appendix D: Statement to be signed by Applicant Regarding the Usefulness of a JD Degree</td>
<td>55</td>
</tr>
<tr>
<td>Appendix E: WSBA APR 6 Tutor Application</td>
<td>57</td>
</tr>
<tr>
<td>Appendix F: APR 6 Rules and Regulations</td>
<td>59</td>
</tr>
<tr>
<td>Appendix G: Jurisprudence Reading List</td>
<td>73</td>
</tr>
<tr>
<td>Appendix H: Prominent Individuals Without a Bachelor’s Degree</td>
<td>81</td>
</tr>
</tbody>
</table>
Introduction

At the November 2016 House of Delegates meeting, in response to a resolution presented by HOD delegate Danny Lang, the HOD recommended the Board of Governors appoint a Volunteer Committee to study the advantages of implementing a “Writing for the Bar Mentorship Program,” by which a Diversity of well-qualified persons would have the opportunity to take the Bar Exam and become valued Member of the Oregon State Bar.

This “Writing for the Bar Mentorship Program” is a concept that would allow a person to sit for the Oregon Bar Exam and become licensed as a lawyer without attending law school. It would require a change to the admissions rules and provide one option to reduce law school debt. Another option would be to change the admissions rules to require only two years of law school in order to become a lawyer in Oregon, rather than the current requirement of three years.

The Bar appointed individuals, including lawyers, representatives of the Board of Bar Examiners, the Professional Liability Fund, and representatives from law schools, to The Alternative Pathways Committee. The Bar tasked the Committee to study these two options and report back to the Board of Governors with a recommendation about whether to pursue implementation of either or both options.1 As the reader will see below, the Committee met monthly between April 2018 through November 2018 and discussed in depth those two potential changes in the Bar’s admission requirements. On August 14, 2018, the Committee voted and declined to make a recommendation on the second Charge—modifying the admission rules to require only two years of law school. However, the Committee voted to make a recommendation that the BOG move forward with the goal of implementing the “Writing for the Bar Mentorship Program.” The vote on Charge One was eight (8) to six (6) in favor of the majority report. The vote on Charge Two was 13 (thirteen) to one (1) in favor of not making any recommendations related to the charge. In the spirit of authenticity and integrity, we present both a majority recommendation and a minority recommendation to the implementation of the program for Charge One. There is no minority report for those who voted against Charge One or in support of Charge Two.

During the Committee’s monthly meetings, Committee Members reviewed materials and discussed developments in other jurisdictions, particularly Washington, New York, and California. There were robust conversations on the mission and values of the OSB as they relate to the two charges,2 including, for example, the OSB strategic goal to “work to eliminate barriers in the legal profession for members from non-dominant cultures.”3 We also discussed a wide

---

1 A list of the members of the Committee and their positions is attached as Appendix A.
variety of issues including diversity within the Oregon Bar; the American Bar Association admission rules and the regulation of law school curriculum; other alternative legal pathways programs; issues relating to access to justice; and the challenges facing self-represented litigants.

This report provides the details of the essential elements of the program, the anticipated costs of implementation and operation, and how success would be measured. It also measures the Charge against the prism of the Mission of the Oregon State Bar. On the program requirement that the Committee majority was divided on—an education minimum for applicants to the program—the Committee respectfully submits a minority report on that requirement in addition to the majority report. It also attaches Appendices with information about how other states implement similar programs.

Respectfully,

Danny Lang and Judy Parker, Chairs, Alternative Pathways Taskforce Committee
State Survey

Our Committee first reviewed how other states have implemented the equivalent of a “Writing for the Bar Mentorship Program” (a.k.a. a “law clerk” program). All fifty states and the District of Columbia permit graduates of ABA-accredited law schools to sit for a respective state’s bar exam. A majority of state bars allow lawyers admitted in different states to apply for reciprocity; some states require those applicants to have a JD while a few others do not. Our research reveals that six states currently allow an applicant to sit for its bar exam if the applicant goes through a “Writing for the Bar Mentorship Program” process. These states have varying requirements and as a result, varying degrees of success.4

The least successful of the law clerk programs is in Virginia, which is also the least regulated program. A Virginia applicant must merely show proof of working in a law office for four years and then can sit for the Virginia bar exam. The passage rate is incredibly low – only 21% pass. Equally unsuccessful is the New York law clerk model. The agent in the New York Bar Association told the chair of this Committee that when would-be applicants call to discuss this with her, she actively encourages them to pursue other paths, whether law school or an entirely different field altogether. And the New York agent also offered a chilling anecdote: she could not remember a single successful applicant in the New York program in the years she had worked in that office. Two other states have such a program on its books without having had an applicant in years (Vermont and Maine). And finally, Wyoming had a program on the books until 2015.

On the other end of the spectrum of success is Washington’s Law Clerk Program. This program requires an applicant to have several things at the outset: a bachelor’s degree, good moral character,5 and a job in a law office with a mentor who has been an active WSBA-licensed lawyer or judge for at least ten years, without disciplinary sanction. The tutor must agree to employ the clerk for at least four years for at least 32 hours per week (but most work full-time at 40 hours per week) and must equally agree to teach the clerk on a variety of subjects which have been set out in Admissions and Practice Rules (“APR”) 6. The clerk must complete six subjects per year, and the tutor must administer an exam at the end of each month. The exams—in any format the tutor chooses (e.g., multiple choice, essay, practicum) —are sent to the Bar for annual review by a volunteer committee. That committee also interviews the tutor and clerk separately on an annual basis to ensure that the clerk’s education meets the standards for entering the Washington legal community. The clerk must also read three prescribed books per year and submit a report to the Bar board on each. At the end of the four years, the clerk may sit for the Washington State Bar. As the reader will see, a slim majority of the Committee thought highly of

4 For convenience, a side-by-side comparison of the general features is attached as Appendix B.

5 The applicant must submit two letters of support from non-relatives attesting to moral character.
the Washington State Law Clerk Program and has voted to urge the BOG to recommend that the BBX and Supreme Court adopt a similar regulation.
Essential Elements of the ‘Writing for the Bar Mentorship Program’

The Committee recommends that the BOG recommend that the BBX and the Supreme Court adopt new regulations that would allow an applicant to take the bar exam without having first completed a juris doctorate degree at an ABA accredited law school, as long as the applicant has completed and fulfilled the following requirements. The applicant must have a minimum of a bachelor’s degree, good moral character, and have completed the following four-year mentorship/tutelage program. During the four-year tutelage, the applicant must work at a law office, legal department, or court for 32 hours per week under a tutor who has been a member of the OSB for at least ten years. The tutor must instruct the applicant on a variety of required subjects on a monthly basis, progress of which is regulated and overseen by a committee of volunteer OSB lawyers. Specifically, the “Writing for the Bar Mentorship Program” would have the following elements:

1. The clerk must have a bachelor’s degree prior to application to the program. This single requirement was the most discussed issue in our Committee. Equally passionate advocates on both sides of the issue feel strongly about this requirement. A slight majority of members (nine) voted in favor of a bachelor’s degree requirement while a minority of members (eight) voted against the bachelor’s degree requirement. Furthermore, even among members who voted for the minority view, there was a split of opinion: some advocated that an applicant need only a high school diploma (or GED equivalent) with preference given to those with military service; others advocated for an Associate Degree plus any combination of military service, other qualifying public service, or work experience. Please see the Minority Report included later in this document for opposition to this requirement.

2. The law clerk must apply to the Oregon State Bar with a rigorous application progress including an essay expressing the applicant’s intent, two letters of recommendation, a criminal law background check release, and a copy of the applicant’s undergraduate transcript. This application should include a $250 non-refundable fee. A copy of the WSBA APR 6 Clerk Application is attached as Appendix C.

3. The application must also include a statement prepared by members of this Committee, which the clerk must sign as part of the application process to enter the tutelage program. The statement details the various reasons why a law school education is often preferable and would provide more opportunities. While there is no minority report for those who voted against Charge One, some of those members of the Committee prepared Appendix D to present some of their strongest concerns with

7 Committee Member John Gear wrote a memo titled, “Reducing the Odds That Alternative Pathways Lead to Dead Ends”, the memo is available at: https://taskforces.osbar.org/files/2018/07/2018-06-05-OSB-Alt-Pathways-Memo-John-Gear.pdf. (the memo advocates for using the U.S. Navy’s Nuclear Power Training Program (NPTP) as a model for “self-study” rigorous training programs available to applicants with a high school diploma).
the program being proposed by the Committee. Appendix D is intended to be provided to candidates considering the proposed program.

4. The BBX would appoint a committee of volunteer lawyers to oversee the implementation and operation of the program, and to interview each clerk and tutor as part of the application process and annually thereafter during the mentorship. The volunteer committee would have the discretion to do any of the following:
   a. Determine whether the law clerk has successfully mastered the preceding year’s course work and is eligible and authorized to begin the next year of the program.
   b. Determine whether the law clerk has satisfactorily completed the program and is qualified to sit for the bar examination, subject to any other requirements for sitting for the bar examination as set forth in the Admission and Practice Rules.
   c. Advise the tutor regarding the quality, timeliness, or appropriateness of coursework, exams, and certificates.
   d. Direct the law clerk to repeat designated prescribed or elective courses, devote more time to each course, or take remedial legal or non-legal instruction.
   e. Require the law clerk to change tutors.
   f. Advise the law clerk that the law clerk’s enrollment in the program is terminated.

5. Although the WSBA has adopted a rolling application timeline, the Committee recommends that, at least at first, the BOG only have this application period once a year.

6. The law clerk must find her/his/their own tutor. The OSB will not be responsible for any manner of “matching program” between prospective clerks or tutors. This must be an organic relationship.

7. The tutor must apply to the Oregon State Bar and include a statement showing an understanding of the roles and restrictions of the program and the reasons why the tutor wishes to serve in this capacity. The tutor must be a member of the Oregon State Bar for at least ten years and must have a history that the volunteer committee would deem acceptable to tutor a student. In other words, while the Committee does not recommend that a tutor with a single complaint about the tutor would disqualify him or her, the volunteer committee would have the discretion to decide on both applicants and tutors. A copy of the WSBA APR 6 Tutor Application is attached as Appendix E.

8. The tutor must employ the clerk for at least 32 hours per week, with pay. That is, the Committee does not seek to impose a four-year apprenticeship program in which the clerk is used as free labor. We would urge the BOG to recommend that the BBX and Supreme Court mirror the language of the WSBA APR 6 program that “Employment

---

8 The creation of this new committee would be a benefit to the BBX because it would be able to select new BBX members and co-graders from the committee, thereby generating new members with Character & Fitness experience.
offered contingent upon enrollment is not acceptable.” The employment must be in
the same office as the tutor.

9. The clerk must undergo a regular series of “classes” with the tutor under a strict
schedule of at least three hours per week per subject. The WSBA’s schedule seems
acceptable to this Committee. The Committee urges the BOG to recommend the BBX
and Supreme Court take note of the detailed metrics for each subject matter outlined
in the APR 6 Rules and Regulations starting on page 11 with Section 7-2 entitled
“First Year Clerkship” through the end of Section 7-5 entitled “Fourth Year
Clerkship; Electives.” A copy of the metrics is attached as Appendix F.

a. The first year the clerk must first take two months of basic legal skills and
then must take the following classes, in any order: two months of civil
procedure, two months of torts, two months of contracts, two months of
agency and partnership, and two months of property law.

b. The second year the clerk must take, in any order, one month of family law,
two months of criminal law, two months of Constitutional Law I, two months
of corporations law, two months of evidence, and three months of Uniform
Commercial Code.

c. The third year the clerk must take, in any order, two months of Constitutional
Law II, three months of professional responsibility and ethics, three months of
wills, estates, trusts, and probate, two months of conflict of laws, and two
months of criminal procedure.

d. The fourth year the clerk, in consultation with the tutor, will develop a
curriculum of at least six electives to total a twelve month course of study.
The law clerk will then make a written petition to the Board, at least six
months prior to the commencement of the fourth year, for approval of the
proposed fourth year course of study. These electives can include
administrative law, tax law, land use law, labor and employment law,
remedies, international law, consumer protection, environmental law, real
property law, trial practicum, elder and disability law.

10. The clerk must read 12 books about jurisprudence and write and submit to the Bar a
report on each, every four months. Those books are selected in advance and published
in the regulations. These books are designed to familiarize the clerk with legal
history, philosophy, theory, and biography. A list of those books is attached as
Appendix G.

11. The tutor must provide a monthly examination to cover all subjects studied by the
clerk. The exam should quantifiably test the clerk’s comprehension of the subject
matter and the understanding of the ethical, professional, and practical aspects of
practicing law. The exam shall be graded by the tutor as pass/fail only. “Pass” means
that the clerk has exhibited reasonable comprehension of the theory and practice of
any given subject to the satisfaction of the tutor and the Board; a “fail” grade requires
the clerk to continue to study the subject for an additional month. The tutor must
submit the exam and the results and grade to the Bar Admission staff responsible for
compiling the reports on a regular basis so that the volunteer committee can review
the work as well as the tutor’s tests. If the Bar Admission staff has concerns about the quality of the exam or the responses, the Bar Admission staff shall have the discretion to forward the concern to the chair of the volunteer committee; the chair shall have the opportunity to have a frank conversation with the tutor to ensure the highest of standards are employed. The volunteer committee can take any of the actions listed above.

12. If the clerk is unable to complete each month’s course or year schedule, the volunteer committee and/or the Bar can choose to either end the process for each or to require retaking of that year’s classes. The $3,000 annual fee in that situation would not be refunded or credited towards the following year.
Anticipated Costs of Implementation and Operation

Because of the costs already set by our sister state, we can quantify the approximate costs to our Bar. The WSBA APR 6 Program has $5,000 per year in direct costs for the program itself (not per clerk). Those costs include travel expenses for the law clerk board members and supplies, such as certificates, to those who complete the program. The WSBA APR 6 Program also has $112,000 in annual indirect costs. These indirect costs are items such as staff salaries, benefits and overhead including rent and utilities. But the Committee anticipates that the OSB costs to implement this program will be less than the WSBA costs because we would not need to write new regulations whole cloth but rather the rule-making body can review and edit the WSBA APR 6 rules to make them appropriate to Oregon laws and thus reduce the cost. We anticipate that the majority of the policy work could be undertaken by volunteers. The rules would likely need to be subject to public notice and review; those costs, as well as the location for the public hearing, would likely be borne by the Bar at first and then reimbursed by fees paid by incoming students.

While the Committee recommends that the BOG recommend that the BBX and Supreme Court adopt the majority of the APR 6 rules, it does not recommend that it likewise simply mirror the WSBA APR 6 fee structure. The WSBA staff was frank with us that it suggested doubling the fees ($100 for the initial application and $1,500 per year of program activities) at the outset. The Committee recommends that that initial fee for application into the process be set at $250, which is more than double the WSBA application. The Committee does not recommend that this be refunded to non-successful applicants. This will cover:

1) A revision of the application to comport with Oregon rules and addresses;
2) The printing and mailing costs for the application, if any;
3) The cost for the Bar Admission staff to conduct an initial background search;
4) The cost to recruit and maintain membership on the volunteer committee; and
5) The incidental cost of refreshments for the prospective law clerk, tutor, Bar Admission staff, and volunteer committee members during the interviews for application and the annual reviews.

In addition to the initial application, the Committee recommends that the Bar Admission’s office impose an annual fee of $3,000; this would be at least four years’ worth of fees with as much as an additional two years. This $12,000-$18,000 is still far below the average law school tuition but would nonetheless cover several important costs, including:

1) The use of Bar Admission staff to receive and maintain the monthly tests from the tutor and clerk;
2) The use of Bar Admission staff to compile those tests for the volunteer committee to comport its annual review process; and
3) The incidental costs of refreshments for the clerk, tutor, Bar Admission staff, and committee members during the annual review process.

The Committee feels that these fees would offset the costs associated with implementing and operating the program and would in fact return money to the Bar.
Note: the Committee does not recommend that participants in this program receive any manner of scholarship or fee waiver for the bar Exam itself. Clerks who participate in this program must still apply for the bar Exam in the same manner as other applicants.
Measuring Success

Success of any new program can be measured in various ways, both with metrics and community building. The first way that the BOG can identify success is with successful bar exam passage rates. The Committee was particularly impressed with the sustained and consistent passage rate of clerks in the WSBA APR 6 program. This Committee hopes that the bar passage rates will mirror Washington’s and will have rates within a three percent margin of passage rates of JD graduates. If after five years of test-taking the bar passage rates do not consistently meet the passage rates of the JD graduates taking the test, the Committee would urge the BOG to rescind the regulations.

Since 1984, approximately 60-65% of the APR 6 clerks pass the Washington bar exam on the first attempt. Approximately 90% eventually pass the bar exam. And approximately 2-3% of those who complete the program never take the bar exam. These metrics instill optimism in the program.

But a second set of success can be measured in a more nuanced and less-objective manner – whether this program supports the mission of the Oregon State Bar. This Committee feels it does. This Mission of the Oregon State Bar is “to serve justice by promoting respect for the rule of law, by improving the quality of legal services, and by increasing access to justice.”

Respecting the rule of law is furthered by admitting people to the Bar without the same path that we have used for the past fifty years and to have the public see lawyers who reflect themselves. Access to justice is strengthened by having people in the community stay a part of their community.
Minority Recommendation to the Educational Requirement of the Committee’s Recommendation

The biggest issue of disagreement in the Committee was on the educational requirement of applicants to this program: “The clerk must have a bachelor’s degree prior to application to the program.” As noted, the vote was nine to eight in favor of an educational minimum requirement. This minority report follows.

Committee Members that advocated the minority view argued that making the bachelor’s degree a prerequisite level of formal education for program applicants will create yet another financial obstacle in the path of poor and low income individuals from underrepresented communities who aspire to become lawyers. OSB ideals such as fairness, diversity, excellence, and justice, are given added social impact when pursued with a recognition that financial obstacles to higher education continues to prevent otherwise qualified individuals from pursuing a career in the legal profession. Recommending an adoption of a variation of the recommendations proposed by this report can result in the applicant pool being open to a more diverse body of students with education, training, and experience from non-traditional institutions. Therefore, this Minority Report recommends that the BOG move forward with the goal of implementing the ‘Writing for the Bar Mentorship Program’ without the bachelor’s degree prerequisite.

In 2016, the Oregon State Bar, through a council of advisory members, completed its third and final year of the Bar’s first Diversity Action Plan. In the council’s 2016 Implementation Report, eight goals were articulated for the future of the Oregon State Bar. Of those eight goals, three are pertinent to the issues raised in this report: (1) increase the diversity of the Oregon bench and bar; (2) increase representation of low income Oregonians and enhance accountability for services to diverse clients; and (3) foster knowledge, education, and advancement of legislation that increases access to justice. These goals evidence the broad support that exists within the larger legal community for programs that can increase diversity within the Bar and close the access to justice gap that exists for those in need of legal services. However, to date, achieving (optimal) equilibrium on these issues in light of the challenges facing the legal profession remains elusive.

---

10 Id.
11 The Oregon Judicial Department’s 2016 data on self-represented litigants in the Oregon Circuit Courts reinforces the fact that the number of self-represented litigants have only increased. See Oregon Circuit Court Data on Pro Se and Self-Represented Litigants (2016), available at: https://taskforces.osbar.org/files/2018/05/OSB-sample-report.pdf (The data can be seen in a spreadsheet attached as Appendix B to the OSB Futures Task Force Regulatory Committee Report & Recommendations).
According to the U.S. Bureau of Labor Statistics (BLS), the aggregate minority representation among all U.S. lawyers stood at 14.5% in 2015.\(^\text{12}\) A 2017 report by the Institute for Inclusion in the Legal Profession (IILP) noted that the number of minority representation among U.S. lawyers is significantly lower than minority representation in most other management and professional jobs.\(^\text{13}\) In Oregon, the racial diversity of the bar pales in comparison to the diversity of the general population of the state, which was nearly a quarter nonwhite according to the 2013 U.S. Census Bureau.\(^\text{14}\)

In 2014, among racial minorities of Oregon lawyers, about 3.8 percent identified as Asian, 2.2 percent Hispanic, 1 percent Black, and less than 1 percent American Indian; about 4.4 percent identified as Multiracial or other.\(^\text{15}\) In 2015, about 7 percent of Oregon bar members identified as a racial or ethnic minority.\(^\text{16}\) As an acknowledgement, this report recognizes that not all bar members report such demographic information to the bar. This report also recognizes that a focus on diversity within the Bar includes more than just racial and ethnic diversity, but also encompasses gender, disability, and sexual orientation, among others.

Among the myriad of issues discussed, Committee Members recognized the overarching reality that financial barriers to traditional legal education disproportionally impact individuals from non-dominant cultures—including poor and low-income Oregonians, many of whom are people of color, women, and individuals who are first-generation college students. Eliminating the bachelor’s degree requirement is likely to increase the prospective applicant pool for the Writing for the Bar Mentorship Program, with the hope that the increase results in a diverse pipeline of students ultimately sitting for the bar exam and becoming legal practitioners unburdened with crushing debt. A related goal is that the pipeline of newly minted lawyers contributes to an increase in the Bar’s diversity make-up, increases the availability of legal representation for low income Oregonians, and thereby advances access to justice.

I. **Requiring a bachelor’s degree will create yet another financial obstacle in the path of poor and low-income individuals from underrepresented communities who aspire to become lawyers.**

Committee Members that advocated for applicants without a bachelor’s degree reiterate their belief that requiring a bachelor’s degree for admission into Writing for the Bar Mentorship Program...
Program will create yet another financial obstacle in the path of individuals from underrepresented communities who aspire to become lawyers. This is especially true given that the cost of a college education prevents a growing number of postsecondary students from earning a bachelor’s degree. A snapshot of students completing college degrees in Oregon shows a divergent outcome among racial groups. Despite rising completion rates for college students statewide, a report by the Oregon Higher Education Coordinating Commission identified significant gaps along lines of race and ethnicity.\(^{17}\) The report notes that some groups—particularly Black and Native American students—enrolled in Oregon’s public colleges and universities were as much as 40 percent less likely to graduate with a degree.\(^{18}\) Although a lack of affordability was found among all racial groups, Black and Asian American students were a combined 30 percent more likely than white students to report financial hardship as the leading contributor.\(^{19}\)

One Committee member recalls his career prior to becoming a lawyer to illuminate this situation: “Prior to becoming a lawyer, I worked with Oregon’s at-risk youth, many of whom lived in small towns and faced homelessness as a result of not completing high school. I assisted them to obtain high school completion, either by re-enrolling in school or a GED program. Upon achieving those benchmarks, I helped them obtain career related jobs and/or pursue post-secondary education. Every year, I worked with a select number of individuals whom upon completing an AA program were deterred and ultimately pulled away from going higher due to the cost and financial impact of attaining a BA. Rather than pursuing a BA, many of these individuals enrolled in trade schools or hard-hat apprenticeship training program, joined the Military, or registered for national and community service in AmeriCorps.\(^{20}\) Although this report recognizes that the factors that contribute to the disparity in graduation rates are multifaceted, eliminating the BA requirement for this program is likely to increase the prospective applicant pool to individuals from diverse and underrepresented communities.”

II. The rigorous requirements of the Writing for the Bar Mentorship Program in addition to other measures of performance and accountability will ensure competency of program graduates.


\(^{18}\) *Id.* (“66 percent of Asian American college students and 51 percent of white students graduated within six years compared with 45 percent of black students and 37 percent of Native American students”).

\(^{19}\) *Id.* (Between black and white students the margin was 10%; between Asian and white students, the margin was 20%).

\(^{20}\) See National and Community Service, *Join AmeriCorps Vista*, available at: https://www.nationalservice.gov/programs/ameri corps/american-corporps-programs/american-corporps-vista/join-ameri corps-vista (AmeriCorps VISTA (Volunteers in Service to America) members serve full-time for a year at nonprofit organizations or local government agencies to build the capacity of these organizations to carry out programs that alleviate poverty; the program does not require a BA and is available to US citizens, Permanent Residents, and DACA recipients).
Proponents of the bachelor’s degree argued that the requirement is needed to ensure that applicants of the program have the reading and writing skills necessary to graduate; it was argued that the degree adds to the capacity of these newly minted lawyers to competently represent clients. Although the validity of those arguments cannot be understated, members that advocated the minority view argue that the overall rigorous requirements of the program in addition to other measures of performance and accountability will ensure successful completion and graduates who can sit for the bar and become competent attorneys.

Assuming that the Writing for the Bar Mentorship Program is modeled upon the rules of the Washington State Law Clerk model, the program should select applicants who must possess the character and intellectual ability to graduate the program. Recommending an adoption of a variation of the recommendations proposed in this report can result in the applicant pool being open to a more diverse pool of students with education, training, and experience from non-traditional institutions. Moreover, individuals who serve the public whether in the Military, Peace Corps, or AmeriCorps, among others, develop the ability to critically think, analyze, and problem solve, often times in places and circumstances far removed from the comforts available on a college campus.

Furthermore, other measures of performance and accountability such as: the substantive grading and evaluation benchmarks for Writing for the Bar Mentorship Program; the added supervision of a qualified attorney mentor under an apprenticeship model; passage of the bar exam; and upon licensure, the OSB’s New Lawyer Mentoring Program; and the requirements of continuing legal education, will combine to ensure that program graduates have the tools to become competent attorneys.

III. Completing a bachelor’s degree is not a marker of academic discipline.

Proponents of the bachelor’s degree requirement also argued that completing a bachelor’s degree shows that a person “can commit to a course of study.” Although this argument has some validity, it overlooks a growing trend: among the number of students completing a BA, a large percentage are taking longer than four years to complete the degree—for reasons unrelated to commitment and discipline. For example, in the aforementioned report by the Oregon Higher Education Coordinating Commission, 66 percent of Asian American students and 51 percent of white students graduated within six years. For Black and Native American students, the six-

22 See Peace Corps: Frequently Asked Questions, available at: https://www.peacecorps.gov/faqs/ (Peace Corps uses a combination of technical, language, cross-cultural, health, and safety and security training as part of its competency based training approach; opportunities are available for individuals with a combination of relative job experience and education who lack a college degree).
23 See Alternative Pathways Committee August Meeting Notes, supra note 7.
24 See James, supra note 17.
year completion rates were 45 percent and 37 percent respectively. A 2014 New York Times article discussed this growing phenomenon.

The article cited a report called the “Four Year Myth” written by Complete College America, a nonprofit group based in Indianapolis. The CCA report found that at most public universities, only 19 percent of full-time students earn a bachelor’s degree in four years. “Nationwide, only 50 of more than 580 public four-year institutions graduate a majority of their full-time students on time.” The report cited an inability to register for required courses, credits lost in transfer and remediation courses that do not work, and students taking too few credits per semester to finish on time, as some of the leading causes of slow student progress. “The reality is that our system of higher education costs too much, takes too long and graduates too few.” The result is that tuition borrowers who do not graduate on time take on far more debt in their extra years. The article quoted the spokeswoman for the Association of American Colleges and Universities saying “...[y]es, we have a huge completion problem, but we also have a problem that a lot of students graduated without learning what they need.”

Given that backdrop, it is becoming more and more apparent that completing a four-year degree is not a marker of academic discipline. The essence of the argument being made here is this: the fact that a prospective applicant to the Writing for the Bar Mentorship Program has an associate’s or a bachelor’s degree does not ensure that the applicant can complete the program, pass the bar, and become a competent attorney. Rather, predicting program success and competency will come through the additional measures of performance and accountability discussed above. These performance standards should cultivate a similar level of “self-study” discipline that the U.S. Navy instills in students who enter the Nuclear Power Training Program.

Thus, the minority report makes two alternative proposals. The first is that a clerk applicant has a high school diploma, GED, or equivalent; and an associate’s Degree—with a focus on institutionally accredited pre-law studies courses; and any one of: Military, Peace Corps, AmeriCorps, or other equivalent public service, or a minimum five years of relevant legal work experience. The second is that a clerk applicant must have a high school diploma, GED, or equivalent; and either an associate’s degree or equivalent with Honorable Military Service, or Peace Corp being recognized as examples of qualifying equivalents.

---

25 *Id.*


27 *Id.*

28 *Id.*

29 *Id.*

30 *Id.*

31 *Id.*

32 *Id.*

33 A minimum GPA requirement may be included as a prerequisite.
Alternative Pathways to Becoming a Lawyer Committee

Ms. Judith A Parker, 064618
PO Box 6555
Portland, OR 97228
503.862.8583
judy@winemakerslawyer.com

Mr. Daniel Robert Lang, 790078
Law Office of Danny Lang
140 S State St
Sutherlin, OR 97479
541.459.9898
attorneylang97479@gmail.com

Mr. Nathaniel Aggrey, 172283
1162 Court St NE
Salem, OR 97301
503.974.4700
nate.aggrey@doj.state.or.us

Ms. Laurie E Cantelon, 040550
20117 S Highway 211
Colton, OR 97017
971.282.2067
lecantelon@gmail.com

Mr. Ron K Cheng
Pickett Dummigan McCall LLP
210 SW Morrison St 4th Fl
Portland, OR 97204
503.223.7770
ron@pickettdummigan.com

Ms. Nichole Commissiong
University of Oregon School of Law
1221 University of Oregon
1515 Agate Street
Eugene OR 97403
541.346.3896
nrc@uoregon.edu

Ms. Elizabeth A Davis, 932500
Lewis & Clark Law School
10015 SW Terwilliger Blvd
Portland, OR 97219
503.768.6610
eadavis@lclark.edu

Mr. Dallas Steven DeLuca
Markowitz Herbold PC
1211 SW 5th Ave Ste 3000
Portland, OR 97204
503.295.3085
dallasdeluca@mhgm.com

Mr. John Gear, 073810
John Gear Law Office
161 High St SE Ste 208B
Salem, OR 97301
503.569.7777
john@johngearlaw.com

Mr. Roy J Koegen, 103144
Kutak Rock LLP
510 W Riverside Ave Ste 800
Spokane, WA 99201
509.747.4040
roy.koegen@kutakrock.com
Angela Franco Lucero  
Kranovich & Lucero, LLC  
4949 Meadows Rd, Ste 630  
Lake Oswego, OR 97035  
Work: 503-992-6680  
angela@tkatlaw.com

Ms. Patricia Nation  
Professional Liability Fund  
16037 SW Upper Boones Ferry Rd.  
Tigard, OR 97281-1600  
505-639-6911  
patrician@osbplf.org

Ms. Kasia Rutledge, 084590  
Kasia Rutledge Law  
319 SW Washington St Ste 301  
Portland, OR 97204  
503.446.6295  
kasia@kasiarutledgelaw.com

Hon. Duane Stark  
Oregon House of Representatives  
900 Court St NE, H-372  
Salem, OR 97301  
Rep.DuaneStark@oregonlegislature.gov

Ms. Diane L Thompson CLA  
diane.thompson2@gmail.com

Hon. Rives Kistler (OJD liaison)  
Oregon Supreme Court  
1163 State St  
Salem OR 97301  
Rives.kistler@ojd.state.or.us

Mr. Mark Johnson Roberts (bar staff liaison)  
Oregon State Bar  
16037 SW Upper Boones Ferry Road  
PO Box 231935  
Tigard, OR 97281  
503.431.6363  
mjroberts@osbar.org
<table>
<thead>
<tr>
<th>Minimum Education Requirement</th>
<th>Application Requirements</th>
<th>Application Cost</th>
<th>Costs Bearer</th>
<th>Mentor Requirements</th>
<th>Application Reviewing Body</th>
<th>Length of Time of Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>California Title 4 Division 1 Chapter 3 Rule 4.29</td>
<td>BA</td>
<td>MPRE, application, first year exam</td>
<td>$158</td>
<td>Applicant</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Maine Rule 10</td>
<td>Two years of an ABA-accredited law school program</td>
<td>Submit education plan/course of study to Bar Examiners in advance</td>
<td>Apparenty none</td>
<td>N/A</td>
<td>Maine Bar Examiners in advance</td>
<td>One year</td>
</tr>
<tr>
<td>New York Rules of Court of Appeals for Admission of Attorneys and Counselors at Law, 520.4 Study of Law in Law Office</td>
<td>BA, one year of accredited law school</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Up to 3 years</td>
</tr>
<tr>
<td>Washington APR 6</td>
<td>BA</td>
<td>At least 18 years old, Application, employment</td>
<td>$100</td>
<td>Applicant</td>
<td>10 year member of WSBA</td>
<td>WSBA</td>
</tr>
<tr>
<td>Vermont Rule 7</td>
<td>BA from an accredited university</td>
<td>$200 application fee</td>
<td>$200 by the law office</td>
<td>Must be a member of the Vermont bar</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Virginia Law Reader Program</td>
<td>BA</td>
<td>Application, GMC, statement, LSAT</td>
<td>At least a Virginia lawyer for 12 years, but retired no more than 5 years</td>
<td>3 year program</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----</td>
<td>----------------------------------</td>
<td>------------------------------------------------------------------------</td>
<td>---------------</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

To the Board of Governors and the Law Clerk Board of the Washington State Bar Association: I hereby apply for enrollment in the Washington State Law Clerk Program under Admission to Practice Rule 6.

Last Name: __________________________  First Name: __________________________  Middle: ______________

Primary Contact Email: __________________________  Primary Contact Phone: __________________________

Home Address __________________________________________________________

City __________________________  State ________  Zip Code ______________

List all the other names you have used or been known by, when and reason for change. Attach additional sheets as needed.

<table>
<thead>
<tr>
<th>Last Name, First Name</th>
<th>From Mo/Year - To Mo/Year</th>
<th>Reason for change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Method of Payment:

___ Check ($100 payable to Washington State Bar Association)

___ Credit Card (please complete the section below)

I authorize the WSBA to charge the below noted credit card $100.

Please note: Our service provider will charge you a separate transaction fee of 2.5% on all bank card transactions. There is no transaction fee if you pay by check.

Master Card __________  Visa __________  AmEx __________

Credit card no. __________________________  Expiration date __________________________

Authorized Signature __________________________________________________________

Name as it appears on card ______________________________________________________

Address (if different from above) __________________________________________________

City, State, Zip Code __________________________________________________________

Phone no. __________________________

For office use only

Prod Code: CLERK_APP

Law Clerk Fees – 42286 - CLERK

Date ______________  Check no. ______________  Amount $ __________
PART I

A. Include an essay explaining why you wish to be considered for enrollment in the Law Clerk Program. (Please limit your remarks to 500 words.)

B. Include two reference letters. Please inform your reference that he or she should attest “to the applicant’s good moral character and appraising the applicant’s ability to undertake and successfully complete the program.”

C. Bachelor’s Degree awarded from:

Institution: ______________________________________________ Date Degree Awarded:_____________

An official, sealed transcript showing that a bachelor’s degree has been awarded by a college or university with approved accreditation before the date of your application is required. Transcripts for all institutions attended for more than 15 credits are required. Additional educational information is requested in Part II of the application.

D. Regular, full-time paid employment with a lawyer or judge who will act as a tutor:

APR 6. (b) (3) Be engaged in regular, full-time employment in Washington State for an average of 32 hours per week with the primary tutor or primary tutor’s employer in a (i) law office, (ii) legal department or (iii) a court of general, limited, or appellate jurisdiction in Washington State. The employment must include tasks and duties which contribute to the practical aspects of engaging in the practice of law;

Regulation 1-3. J. “Regular, full-time employment” means that the law clerk is hired by the tutor or the tutor’s employer in a (i) law office, (ii) legal department, or (iii) a court of general, limited, or appellate jurisdiction located in Washington State, for an average of 32 hours per week for at least 48 weeks each calendar year.

Regulation 3-1 A. (1) Under no circumstances may the tutor assess a fee or require any other form of compensation in return for instructing or employing the law clerk. The law clerk shall receive monetary compensation in compliance with federal and state law governing employment. The Board may require proof of employment as deemed necessary.

Dates of Employment: Mo/Yr ____________________________ to PRESENT.

Supervisor Name: _____________________________________________________________________________

Employer or Firm:______________________________________________________________________________

Mailing Address:_______________________________________________________________________________

City:________________________________________________ State:________________ Zip:________________

Employer Telephone __________________  Employer E-mail:___________________________________

E. Additional items, if applicable.

• To request ADVANCED STANDING as per APR 6 (b) (6), see Regulation 3-2 and submit conforming petition.

• To request an EMPLOYMENT WAIVER as per APR 6 (b) (7) and Regulations 1-3 G. and 3-1 (2), see Waiver Guidelines document.
PART II

Note that the following questions are identical to the questions on the application for the bar examination. Some may not, or rarely, apply to APR 6 Law Clerk Program applicants. If that is the case for you, you may answer with NA or Not Applicable. Any questions that do apply must be answered completely.

Make additional copies of pages as necessary.

1. List every permanent or temporary physical address where you have resided for a period of one month or longer during the last five years in reverse chronological order (continue on an attached page if necessary):

<table>
<thead>
<tr>
<th>Current Address</th>
<th>From Mo/Yr</th>
<th>To Mo/Yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zip</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Country</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Province</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

From Mo/Yr | To Mo/Yr
Street Address
City
State
Zip
Country
Province

From Mo/Yr | To Mo/Yr
Street Address
City
State
Zip
Country
Province

From Mo/Yr | To Mo/Yr
Street Address
City
State
Zip
Country
Province

From Mo/Yr | To Mo/Yr
Street Address
City
State
Zip
Country
Province

From Mo/Yr | To Mo/Yr
Street Address
City
State
Zip
Country
Province

From Mo/Yr | To Mo/Yr
Street Address
City
State
Zip
Country
Province

From Mo/Yr | To Mo/Yr
Street Address
City
State
Zip
Country
Province

From Mo/Yr | To Mo/Yr
Street Address
City
State
Zip
Country
Province

From Mo/Yr | To Mo/Yr
Street Address
City
State
Zip
Country
Province

From Mo/Yr | To Mo/Yr
Street Address
City
State
Zip
Country
Province

From Mo/Yr | To Mo/Yr
Street Address
City
State
Zip
Country
Province

From Mo/Yr | To Mo/Yr
Street Address
City
State
Zip
Country
Province
2. List complete information regarding your college/university attendance, including institutions at which you studied abroad, in reverse chronological order. Report all legal education and law schools in Question 3. If the school’s name has changed since your attendance, provide the current and former names. Please indicate the degree received or enter “No Degree” if you did not receive a degree. Multiple degrees received from the same school require separate entries, as do multiple periods of attendance (other than those interrupted only by school vacations).

<table>
<thead>
<tr>
<th>College</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>College</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>College</th>
<th>Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Official transcripts for all institutions attended for more than 15 credits are required.

Credentials for foreign institutions must be accompanied by an education credential evaluation report.

See [http://www.naces.org/](http://www.naces.org/) for a list of companies offering this service.
3. A. List complete information regarding your attendance at law schools/colleges/universities where you have studied or are currently studying for your J.D. or first degree in law, including the Law Clerk Program and institutions at which you studied abroad, in reverse chronological order. If the school's name has changed since your attendance, provide the current and former names. Please indicate the degree received or enter ‘No Degree’ if you did not receive a degree. Multiple degrees received from the same school require separate entries, as do multiple periods of attendance (other than those interrupted only by school vacations). Advanced degrees in law should be entered in question 3B.

<table>
<thead>
<tr>
<th>Law School</th>
<th>Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Country</th>
<th>Province</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>From Mo/Yr</th>
<th>To Mo/Yr</th>
<th>Date degree received or expected (Mo/Yr)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Degree received or expected to be received (No Degree, J.D., LL.B., etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

3. B. List complete information regarding your attendance at law schools/colleges/universities where you have studied or are currently studying for your advanced degree(s), including institutions at which you studied abroad, in reverse chronological order. If the school's name has changed since your attendance, provide the current and former names. Please indicate the degree received or enter ‘No Degree’ if you did not receive a degree. Multiple degrees received from the same school require separate entries, as do multiple periods of attendance (other than those interrupted only by school vacations).

<table>
<thead>
<tr>
<th>Law School</th>
<th>Mailing Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
<th>Country</th>
<th>Province</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>From Mo/Yr</th>
<th>To Mo/Yr</th>
<th>Date degree received or expected (Mo/Yr)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Degree received or expected to be received (No Degree, J.D., LL.B., etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

3. C. Not Applicable for Law Clerk Applicants

4. Not Applicable for Law Clerk Applicants
5. Have you ever been dropped, suspended, warned, placed on academic or scholastic probation, placed on disciplinary probation, expelled, requested to withdraw, or allowed to withdraw in lieu of discipline from any college or university (including law school), or otherwise subjected to discipline or investigation by any such institution or requested or advised by any such institution to discontinue your studies there?

If you answered yes, provide the following information:

<table>
<thead>
<tr>
<th>Name of Institution</th>
<th>Address</th>
<th>Type of Action</th>
<th>Date Action Taken</th>
<th>Explanation of Institution Action</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Institution</th>
<th>Address</th>
<th>Type of Action</th>
<th>Date Action Taken</th>
<th>Explanation of Institution Action</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Please include documentation for each incident.**
6. Have you ever applied for bar admission, applied as a foreign legal consultant or in-house counsel, or been admitted, licensed, or authorized to practice law in any U.S. jurisdiction (state, territory, or the District of Columbia), tribal court, or foreign jurisdiction, including admission to the bar by examination, motion, or diploma privilege? (DO NOT include information regarding authorizations to appear pro hac vice.)

If yes, list every U.S. or foreign jurisdiction, including tribal court, to which you have:
- submitted an application to pre-register as a law student, take a bar examination, register as a foreign legal consultant or in-house counsel, or be admitted to a bar or tribal court on motion.
- been admitted, registered, licensed, or authorized to practice law.
- submitted an application to be reinstated to a bar or tribal court.

Multiple applications and examinations in a U.S. jurisdiction, tribal court, or foreign jurisdiction require separate entries. Provide a brief narrative explanation of the circumstances surrounding the reason for any withdrawals of applications or failures to be admitted (other than those due to failing the examination). If admitted to the bar of New York, indicate the judicial department to which admitted, and complete FORM 10.

Name of U.S. jurisdiction, tribal court, or foreign jurisdiction______________________________________________________________

Name and address of foreign bar authority_____________________________________________________________________________

Application Type:

- Bar Exam
- Motion/Reciprocity
- Diploma
- Law Student Registrant
- Foreign Legal Consultant
- Other______________________________________________________________

Date application made (Mo/Yr)________________________________________

Date examination taken (Mo/Yr)________________________________________

Reason not admitted:

- Failed exam
- Withdrawed application
- Pending
- Denied
- Other reason

Explanation__________________________________________________________________________________________

Admission or Readmission date (Mo/Day/Yr)_________________________ Bar Number*_____

Admitted/Registered as:

- Attorney
- In-House Counsel
- Foreign Legal Consultant
- Other

Appendix C - 027
7. List your employment and unemployment information for the last five years in reverse chronological order.

- Employment encompasses all part-time and full-time employment, including self-employment, externships, internships (paid and unpaid), law school clinics, clerkships, military service, volunteer work, and temporary employment. If you were employed by a temporary agency, provide the name, mailing address, and telephone number of the temporary agency and also note the name of the firm/company to which you were assigned.
- Account for any unemployment period of more than three months (i.e., attending law school, studying for the bar examination, seeking employment, etc.). For these periods of time, check the box for Unemployment Period and describe your activities while you were unemployed in the field labeled Employment Position/Description of Unemployment.
- Do not furnish your own name or the name of someone to whom you are related by blood or marriage as a confirming reference.

CURRENT EMPLOYMENT

From Mo/Yr _______________ To PRESENT

Employment Position/Description of Unemployment _________________________________

Employer or Firm ________________________________________________________________

Supervisor/Associate Name_______________________________________________________

Employer or Firm Mailing Address _________________________________________________

City__________________________State__________Zip__________

Country________________________Province_________________

Employer Telephone (_____) _______________ Employer E-mail _________________________

If you are self-employed or employed by a relative, provide a reference (preferably someone associated with the business) to whom you are not related by blood or marriage who can verify the nature and length of your employment or practice. If you provide a business address, please include the names of both the reference and the business.

Name(s)_________________________________________________________________________

Address _________________________________________________________________________

City__________________________State__________Zip__________

Country________________________Province_________________

Telephone (_____) _______________ E-mail ___________________________________________
7. CONT. PAST EMPLOYMENT (or unemployment) From ________ Mo/Yr To ________ Mo/Yr

<table>
<thead>
<tr>
<th>Employment Position/Description of Unemployment</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Employer or Firm</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Supervisor/Associate Name</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Employer or Firm Mailing Address</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Employer Telephone (_____ )</th>
<th>Employer E-mail</th>
<th></th>
</tr>
</thead>
</table>

If you are self-employed or employed by a relative, provide a reference (preferably someone associated with the business) to whom you are not related by blood or marriage who can verify the nature and length of your employment or practice. If you provide a business address, please include the names of both the reference and the business.

<table>
<thead>
<tr>
<th>Name(s)</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone (_____ )</th>
<th>E-mail</th>
<th></th>
</tr>
</thead>
</table>
8. Have you ever been investigated, warned, terminated, suspended, disciplined, laid-off for misconduct or dishonesty, or permitted to resign in lieu of termination from any job? (If the employment was not previously listed, please go back and add it to Question 7.)

If yes, provide the following information about each occurrence:

<table>
<thead>
<tr>
<th>Employer or Firm</th>
<th>Dates of Employment: From Mo/Yr _______ To Mo/Yr _______</th>
<th>Disposition: □ Terminated □ Suspended □ Disciplined □ Laid-Off □ Permitted to resign</th>
<th>Date of disposition (Mo/Yr) ____________</th>
<th>Explanation of circumstances __________________________________________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer or Firm</td>
<td>Dates of Employment: From Mo/Yr _______ To Mo/Yr _______</td>
<td>Disposition: □ Terminated □ Suspended □ Disciplined □ Laid-Off □ Permitted to resign</td>
<td>Date of disposition (Mo/Yr) ____________</td>
<td>Explanation of circumstances __________________________________________________________________</td>
</tr>
</tbody>
</table>

9. List the full name and address of each mandatory bar association of which you have been or are currently a member.

If you have never been a member of any bar association, check NA.

| Name of Bar Association | Dates of Membership: From Mo/Yr ____________ To Mo/Yr ____________ | | | |
|-------------------------|----------------------------------------------------------|----------------------------------------|------------------------------------------------------------------------------------------------|

10. A. Have you ever been disbarred, suspended, censured, or otherwise disciplined or sanctioned or disqualified as an attorney by any regulatory or licensing agency or court?

10. B. Have you ever been the subject of any charges, complaints, investigations, or grievances (formal or informal) concerning your conduct as an attorney, including any now pending?

If you have never been admitted to practice law, check NA.

If you answered yes to 10A and/or 10B, please provide the following information for each matter:

| Name of Regulatory/Licensing Agency or Court | Address ____________________________________________________________________________ | City __________________________ State __________ Zip __________ | Country __________________________ Province __________________________ | Case Number (if applicable) __________________________ | Action Taken __________________________ Date ________ | Explanation ____________________________________________________________________________ |
11. Have you ever been the subject of any charges, complaints, investigations, or grievances (formal or informal) alleging that you engaged in the unauthorized practice of law, including any now pending?

If the answer is yes, please provide the following information for each matter:

<table>
<thead>
<tr>
<th>Name of Regulatory Agency</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Case Number (if applicable)</th>
<th>Action Taken</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

12. Have sanctions ever been entered against you, or have you ever been disqualified from participating in any case?

If you have never been admitted to practice law, check NA.

If the answer is yes, please provide the following for each sanction or disqualification:

<table>
<thead>
<tr>
<th>Name of Court</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Country</th>
<th>Province</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Case Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Action Taken</th>
<th>From Mo/Yr To Mo/Yr</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason for the sanction or disqualification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Attach a copy of the order of sanction or disqualification.

13. Have you ever held judicial office?

<table>
<thead>
<tr>
<th>Office Held</th>
<th>From Mo/Yr To Mo/Yr</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Court</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Country</th>
<th>Province</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason for leaving office (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

14. Have you ever been a member of the armed forces of the United States, its reserve components, or the National Guard?

If yes, complete a separate FORM 1 for each period of service.
15. Have you ever been denied a license or had a license suspended, terminated or revoked for a business, trade, or profession (e.g., CPA, real estate broker, physician, patent practitioner, etc.)?  

If yes, please provide the following information for each denial or revocation:

<table>
<thead>
<tr>
<th>Action Type:</th>
<th>☐ Denial</th>
<th>☐ Revocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>License (Type, Application Date, License Number)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of Regulatory or Licensing Agency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Action Taken</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Explanation</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

16. A. Have you ever been suspended, censured, or otherwise disciplined or disqualified as a member of another profession, or as a holder of public office?  

If you answered yes to 16A and/or 16B, please provide the following information for each matter:

| Name of Regulatory Agency | | |
|---------------------------|---------------------------|
| Address | | |
| Case Number (if applicable) | | |
| Action Taken | | |
| Date | | |
| Explanation | | |

16. B. Have you ever been the subject of any charges, complaints, investigation, or grievances (formal or informal) concerning your conduct as a member of any other profession, or as a holder of public office, including any now pending?  

If you answered yes to 16A and/or 16B, please provide the following information for each matter:

| Name of Regulatory Agency | | |
|---------------------------|---------------------------|
| Address | | |
| Case Number (if applicable) | | |
| Action Taken | | |
| Date | | |
| Explanation | | |

17. Has any surety on any bond on which you were the principal been required to pay any money on your behalf?  

If yes, complete FORM 2.
18. Have you ever been a named party to any civil action? NOTE: Family law matters (including divorce and continuing orders for child support) should be included here.

If yes, complete a separate FORM 3 for each action.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

19. Have you ever had a complaint or action (including, but not limited to, allegations of fraud, deceit, misrepresentation, forgery, or malpractice) initiated against you in any administrative forum?

If yes, complete a separate FORM 3A for each complaint or action.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

20. A. Have you ever been cited for, arrested for, charged with, or convicted of any alcohol- or drug-related traffic violation including any cases resolved in juvenile court?

If yes, complete a separate FORM 5 for each incident.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

20. B. Have you been cited for, arrested for, charged with, or convicted of any moving traffic violation during the past ten years? (Omit parking violations.)

If yes, report each incident on FORM 5T.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

21. Have you ever been cited for, arrested for, charged with, or convicted of any violation of any law including any cases resolved in juvenile court? (Report traffic violations at Questions 20.)

If yes, complete a separate FORM 5 for each incident.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

22. Have you ever filed a petition for bankruptcy?

If yes, complete a separate FORM 4 for each bankruptcy petition filed. See also Question 23. C.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

23. A. Have you ever defaulted on any student loans?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

23. B. Have you ever defaulted on any other debt?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

23. C. If your answer to Question 22 is yes, are there any additional debts not reported in Questions 23(A & B) that were not discharged in bankruptcy?

If you answered yes to 23A, 23B, and/or 23C, complete a separate FORM 6 for each debt.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>
24. Within the past five years, have you been confronted, questioned, warned, or asked or encouraged to resign or withdraw by an employer, supervisor, teacher or other educator based on:
   
   a) your truthfulness,
   
   b) your excessive absences,
   
   c) the manner in which you handled or preserved the money or property of others,
   
   d) a serious or repeated failure to submit your work in a timely manner,
   
   e) your competence or diligence in the performance of job or academic duties,
   
   f) your ability to maintain the confidentiality of information, or
   
   g) your endangering the safety of others?

   YES ☐  NO ☐

If you answered yes, complete the following section. You may include information regarding all defenses or claims that you wish to offer in mitigation or as an explanation for your conduct.

Name of entity before which the issues was raised (i.e., employer, school, etc.):

Address: ____________________________

City, State, Zip: _______________________

Telephone: __________________________

Province, Country: ____________________

Nature of the Issue: ____________________

Relevant Dates: ________________________

Disposition, if any: ____________________

Explanation: ____________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Use additional pages if necessary.
PART III

LAW CLERK PROGRAM RULES AND REGULATIONS
Please initial next to each statement to verify that you understand and agree:  

I have read the “Rules and Regulations Governing the Washington State Law Clerk Program”  

I thoroughly understand and agree to abide by the “Rules and Regulations Governing the Washington State Law Clerk Program”  

I understand that enrollment in the Law Clerk Program may be terminated for failure to complete the program within 6 years, failure to submit monthly examinations and certificates on time, failure to comply with the requirements of the program, or other grounds deemed pertinent.  

I understand that a law clerk may be deemed involuntarily withdrawn from the program for unapproved absences, leave of absence of more than 12 months, and nonpayment of the annual fee. Failure to submit exams and/or a tutor’s certificate (explaining lack of exam) shall be interpreted as an unapproved absence.  

If approved for enrollment, I agree to immediately notify the Law Clerk Board and WSBA program staff of any change in my employment, incident that might call into question my character and fitness to participate in the program, or any other matter which might affect my eligibility or suitability for the Law Clerk Program.  

Certificate of Applicant

I, __________________________________, state under penalty of perjury under the law of the State of Washington that I am the applicant above named; that I make this application for the purpose of seeking enrollment in the Law Clerk Program in the State of Washington; that I have read the foregoing application, and that the statements herein contained are full, true and correct.

______________________________________________  __________________________________________
Signature                                           Date

City/State where signed
Authorization and Release

(To be completed by all applicants)

I, ______________________________________, Name

born at ______________________________________, on __________________________
City, State, Country Birth date

having filed an application for enrollment in the Washington State Bar Association’s APR 6 Law Clerk Program, hereby consent to have an investigation made as to my moral character, professional reputation, and fitness for the practice of law and to have such information as may be received reported to the admitting authority. I agree to give any further information which may be required in reference to my past record. I understand that I will not receive and am not entitled to a copy of the report or to know its contents, and I further understand that the contents of any such report are privileged.

I also authorize and request every person, firm, company, corporation, governmental agency, court, association, or institution having control of any documents, record, and other information pertaining to me, to furnish to the Washington State Bar Association any such information, including documents; records; bar association files regarding charges or complaints filed against me, formal or informal, pending or closed; or any other pertinent data, and to permit the Washington State Bar Association or any of its agents or representatives to inspect and make copies of such documents, records, and other information.

I hereby request and authorize the Department of the ______________________ (Army, Navy, Air Force)
Washington State Bar Association the record of each period of my service therein, and to furnish the character of service rendered for each period. My serial number was ______________________.

I hereby release, discharge, exonerate the Washington State Bar Association, its agents and representatives, and any person so furnishing information from any and all liability of every nature and kind arising out of the furnishing or inspection of such documents, records, and other information, or the investigation made by the Washington State Bar Association.

I have read the foregoing document and have answered all questions fully and frankly. The answers are complete and are true of my own knowledge.

<table>
<thead>
<tr>
<th>Signature of Applicant</th>
<th>Subscribed and sworn to or affirmed before me this day of ___________<em><strong>.</strong></em>. Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>STATE/DISTRICT OF</td>
<td></td>
</tr>
<tr>
<td>COUNTY/PARISH OF</td>
<td></td>
</tr>
<tr>
<td>Signature of Notary Public</td>
<td></td>
</tr>
<tr>
<td>My commission expires</td>
<td></td>
</tr>
<tr>
<td>Seal or stamp must be affixed to each original.</td>
<td></td>
</tr>
</tbody>
</table>

Appendix C - 036
To be used with Question 13

FORM 1 / MILITARY SERVICE

Name ____________________________________________________________

□ I am presently a member of the armed forces.
□ I was a member of the armed forces.

A. Regular armed forces: □ Air Force □ Army □ Coast Guard □ Marine Corps □ Navy
   Reserve components: □ Air Force □ Army □ Coast Guard □ Marine Corps □ Navy
   National Guard: □ Air Force □ Army ____________________________________________

My serial number was/is ____________________________
My rank was/is ____________________________

Dates of service: Active Duty - From Mo/Yr ___ To Mo/Yr ___
     Reserve Duty - From Mo/Yr ___ To Mo/Yr ___
     National Guard - From Mo/Yr ___ To Mo/Yr ___

ATTACH COPIES OF ALL OF YOUR REPORTS OF SEPARATION (e.g., DD FORM 214-MEMBER COPY #4, NGB FORM 22, etc.). THE DD FORM 214 THAT YOU PROVIDE MUST INDICATE YOUR CHARACTER OF SERVICE.

B. For PRESENTLY SERVING PERSONNEL ONLY: Check: □ Active □ Reserve □ National Guard

Present duty station ________________________________________________

Address ____________________________________________________________

City_________________________ State_________ Zip________________________

Country________________________ Province___________________________

Telephone number (______) ________________________________

Name of commanding officer _______________________________________

C. As a member of the armed forces of the United States:

   1. Were you ever court-martialed? □ *Yes □ No
   2. Were you ever awarded non-judicial punishment? (Art.15 UCMJ) □ *Yes □ No

   If you are presently a member of the armed forces, do not answer Questions 3, 4, and 5.

   3. Did you receive an honorable discharge? □ Yes □ *No
   4. Were you allowed to resign in lieu of court-martial? □ *Yes □ No
   5. Were you administratively discharged? □ *Yes □ No

   *If you checked a box followed by an asterisk, provide an explanation for each answer:

   □ Refers to Item C (1, 2, 3, 4, or 5)________________ Date of action________________

      Explanation of circumstances ________________________________________________

      __________________________________

      Result, including any punishment__________________________________________

   □ Refers to Item C (1, 2, 3, 4, or 5)________________ Date of action________________

      Explanation of circumstances ________________________________________________

      __________________________________

      Result, including any punishment__________________________________________

Form 1
To be used with Question 17

FORM 2 / BONDING COMPANIES

Name

First Middle Last Suffix

Name and complete address of surety (bonding company):

Name of surety

Address

City State Zip

Country Province

Amount of money paid by surety

Date money paid

Reason for bond

Brief explanation
FORM 3 / RECORD OF CIVIL ACTIONS

Name
Complete title of action
Court file number
Date filed
Name and complete address of court involved:
   Name of court
   Address
   City  State  Zip
   Country  Province

Plaintiff's name
   Address
   City  State  Zip
   Country  Province

Defendant's name
   Address
   City  State  Zip
   Country  Province

Trial date
Date of final disposition
Disposition
Are you the subject of any continuing court order (e.g., for child support or payment of a money judgment)?
   □ Yes  □ No
If the disposition resulted in a judgment, has the judgment been satisfied?
   □ Yes  □ No  □ Not Applicable (Disposition did not result in a judgment.)
   If yes, give the date the judgment was satisfied
   If no, what amount is still owing?
Brief explanation of suit

Attach a copy of the pleadings, judgments, and/or final orders.
To be used with Question 19

FORM 3A / RECORD OF ADMINISTRATIVE ACTIONS

Name

First  Middle  Last  Suffix

Date action/complaint initiated

Name and complete address of administrative forum or body:

Name of administrative forum or body

Address

City  State  Zip

Country  Province

Name and complete address of investigative agency (body, board, commission, committee, etc.):

Name of agency

Address

City  State  Zip

Country  Province

Date of final disposition

Disposition

Brief explanation

Attach a copy of the administrative record.
To be used with Question 22

FORM 4 / RECORD OF BANKRUPTCY OR INSOLVENCY

Name ____________________________________________________________
First  Middle  Last  Suffix

Date bankruptcy filed _____________________________________________

Complete title of action __________________________________________

Court file number _______________________________________________

Name and complete address of court involved:
Name of court _____________________________________________________
Address __________________________________________________________
City __________________________ State __________ Zip ______________
Country ________________________ Province _______________________

Debts discharged:

<table>
<thead>
<tr>
<th>Credit Grantor</th>
<th>Account Number</th>
<th>Amount Discharged</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date of final disposition ________________________________________

Disposition _____________________________________________________

Were any adversary proceedings instituted? □ Yes □ No
Were there any allegations of fraud? □ Yes □ No
Were any debts not discharged? □ Yes □ No

Brief description of circumstances surrounding filing petition for bankruptcy:
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

Attach schedule of indebtedness, petition for bankruptcy, and discharge from bankruptcy order.
To be used with Questions 20A and 21

FORM 5 / RECORD OF CRIMINAL CASES

<table>
<thead>
<tr>
<th>Name</th>
<th>First</th>
<th>Middle</th>
<th>Last</th>
<th>Suffix</th>
</tr>
</thead>
</table>

Date (or time period) of incident

Charge(s) on date of arrest or citation

Incident location (city, county, state)

Country  Province

Title of complaint, indictment, or citation

Court file number

Name and complete address of court involved:

Name of court

Address

City  State  Zip

Country  Province

Name and address of law enforcement agency involved:

Name of law enforcement agency

Address

City  State  Zip

Country  Province

Name and address of defendant's attorney:

Name of attorney

Address

City  State  Zip

Country  Province

Date of initial court hearing

Charge(s) at time of initial court hearing

Date of final disposition

Charge(s) at time of final disposition

Final disposition

Brief description of incident

---

Attach a copy of the arresting agency's report, complaint, indictment, citation, information, disposition, sentence, and appeal, if any.

Form 5
To be used with Question 20B

FORM 5T / RECORD OF MOVING TRAFFIC VIOLATIONS

Name ____________________________________________________________

First                  Middle                  Last                  Suffix

Currently licensed in _______ Driver's license number _____________________________

State

Traffic violations involving alcohol or drugs should be reported in response to Question 21A and on FORM 5.

Please complete the following information for each incident:

<table>
<thead>
<tr>
<th>Name of law enforcement agency</th>
<th>Incident location (city, county, state)</th>
<th>Country</th>
<th>Province</th>
<th>Date of incident (Mo/Yr)</th>
<th>Charge(s) on date of incident</th>
<th>Date of final disposition (Mo/Yr)</th>
<th>Charge(s) at time of final disposition</th>
<th>Final disposition</th>
<th>Brief description of incident</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
To be used with Question 23

FORM 6 / DEBTS: Defaults; Past Due; Revocations

Name ____________________________________________________________

This copy of FORM 6 refers to Question 23

□ A Defaulted student loan

□ B Defaulted other debt

□ C Debt not discharged

Type of debt: □ Student Loan □ Other __________

If this debt was discharged in bankruptcy, check here and do not complete the rest of the form □

Full account number __________________________

Original amount of debt _________________________

Current balance ________________________________

Date of last payment __________________________

Name and complete address of entity extending credit:

Name of entity ____________________________________________________________

Address ___________________________________________________________________

City________________________ State__________ Zip____________

Country________________________________ Province________________________

Telephone number (____ ) __________________________________________________________________________

Name and address of current creditor or collection agency if different from above:

Name ______________________________________________________________________________________

Address ____________________________________________________________________________________

City________________________ State__________ Zip____________

Country________________________________ Province________________________

Telephone number (____ ) ______________________________________________________________________

Full account number ________________________________

Current status of this debt ____________________________________________

______________________________________________________________

______________________________________________________________

Describe the history of this debt, including any actions taken to collect and any defenses:

__________________________________________________________________________________________________________________________

__________________________________________________________________________________________________________________________

__________________________________________________________________________________________________________________________

__________________________________________________________________________________________________________________________
To be used with Question 6

FORM 10 / FOR APPLICANTS PREVIOUSLY ADMITTED IN NEW YORK

Name ____________________________________________

First  Middle  Last  Suffix

Date of admission ____________________________________________

Department in which you were admitted (check one):

☐ First Department  ☐ Second Department
☐ Third Department  ☐ Fourth Department

Department(s) in which you have practiced law or been employed as an attorney (check ALL that apply and include county):

☐ I have not practiced law in any department in New York.

☐ First Department; County(ies) _________________________________

☐ Second Department; County(ies) _______________________________

☐ Third Department; County(ies) _________________________________

☐ Fourth Department; County(ies) ________________________________

Form 10
Form 1 / MILITARY SERVICE

To be used with Question 13

Name ____________________________________________

□ I am presently a member of the armed forces.
□ I was a member of the armed forces.

A. Regular armed forces: □ Air Force □ Army □ Coast Guard □ Marine Corps □ Navy
Reserve components: □ Air Force □ Army □ Coast Guard □ Marine Corps □ Navy
National Guard: □ Air Force □ Army State ___________________

My serial number was/is __________________________ My rank was/is __________________________

Dates of service: Active Duty - From Mo/Yr ___________ To Mo/Yr ___________
Reserve Duty - From Mo/Yr ___________ To Mo/Yr ___________
National Guard - From Mo/Yr ___________ To Mo/Yr ___________

ATTACH COPIES OF ALL OF YOUR REPORTS OF SEPARATION (e.g., DD FORM 214-MEMBER COPY #4, NGB FORM 22, etc.). THE DD FORM 214 THAT YOU PROVIDE MUST INDICATE YOUR CHARACTER OF SERVICE.

B. For PRESENTLY SERVING PERSONNEL ONLY: Check: □ Active □ Reserve □ National Guard

Present duty station _______________________________________________________________

Address _________________________________________________________________

City ___________________________ State ___________ Zip _________________________

Country ___________________________ Province ____________________________

Telephone number (____ ) ____________________________________________________

Name of commanding officer _____________________________________________

C. As a member of the armed forces of the United States:

1. Were you ever court-martialed? □ *Yes □ No
2. Were you ever awarded non-judicial punishment? (Art.15 UCMJ) □ *Yes □ No

If you are presently a member of the armed forces, do not answer Questions 3, 4, and 5.

3. Did you receive an honorable discharge? □ Yes □ *No
4. Were you allowed to resign in lieu of court-martial? □ *Yes □ No
5. Were you administratively discharged? □ *Yes □ No

*If you checked a box followed by an asterisk, provide an explanation for each answer:

□ Refers to Item C (1, 2, 3, 4, or 5) ___________ Date of action ___________

Explanation of circumstances ____________________________________________________

__________________________________________________________

Result, including any punishment ____________________________________________

□ Refers to Item C (1, 2, 3, 4, or 5) ___________ Date of action ___________

Explanation of circumstances __________________________________________________

__________________________________________________________

Result, including any punishment ____________________________________________
To be used with Question 17

FORM 2 / BONDING COMPANIES

Name __________________________________________________________

   First  Middle  Last  Suffix

Name and complete address of surety (bonding company):

   Name of surety _____________________________________________

   Address __________________________________________________

   City ___________________________ State ________ Zip __________

   Country ___________________________ Province ______________

Amount of money paid by surety _________________________________

Date money paid ________________________________

Reason for bond ________________________________

Brief explanation ____________________________________________

   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
FORM 3 / RECORD OF CIVIL ACTIONS

Name

Complete title of action

Court file number

Date filed

Name and complete address of court involved:

Name of court

Address

City State Zip

Country Province

Plaintiff's name

Address

City State Zip

Country Province

Plaintiff's attorney

Address

City State Zip

Country Province

Defendant's name

Address

City State Zip

Country Province

Trial date

Date of final disposition

Disposition

Are you the subject of any continuing court order (e.g., for child support or payment of a money judgment)?

□ Yes □ No

If the disposition resulted in a judgment, has the judgment been satisfied?

□ Yes □ No □ Not Applicable (Disposition did not result in a judgment.)

If yes, give the date the judgment was satisfied

If no, what amount is still owing?

Brief explanation of suit

Attach a copy of the pleadings, judgments, and/or final orders.
**To be used with Question 19**

**FORM 3A / RECORD OF ADMINISTRATIVE ACTIONS**

<table>
<thead>
<tr>
<th>Name</th>
<th>First</th>
<th>Middle</th>
<th>Last</th>
<th>Suffix</th>
</tr>
</thead>
</table>

Date action/complaint initiated

Name and complete address of administrative forum or body:

Name of administrative forum or body

Address

City State Zip

Country Province

Name and complete address of investigative agency (body, board, commission, committee, etc.):

Name of agency

Address

City State Zip

Country Province

Date of final disposition

Disposition

Brief explanation

Attach a copy of the administrative record.
To be used with Question 22

FORM 4 / RECORD OF BANKRUPTCY OR INSOLVENCY

Name

First Middle Last Suffix

Date bankruptcy filed

Complete title of action

Court file number

Name and complete address of court involved:

Name of court

Address

City State Zip

Country Province

Debts discharged:

<table>
<thead>
<tr>
<th>Credit Grantor</th>
<th>Account Number</th>
<th>Amount Discharged</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date of final disposition

Disposition

Were any adversary proceedings instituted? □ Yes □ No

Were there any allegations of fraud? □ Yes □ No

Were any debts not discharged? □ Yes □ No

Brief description of circumstances surrounding filing petition for bankruptcy:

Attach schedule of indebtedness, petition for bankruptcy, and discharge from bankruptcy order.
FORM 5 / RECORD OF CRIMINAL CASES

Name __________________________________________________________
First       Middle       Last       Suffix

Date (or time period) of incident ____________________________________________

Charge(s) on date of arrest or citation _______________________________________

Incident location (city, county, state) _______________________________________
Country ________________________________________________ Province

Title of complaint, indictment, or citation ___________________________________

Court file number _______________________________________________________

Name and complete address of court involved:

Name of court ___________________________________________________________
Address ________________________________________________________________
City __________________________ State __________ Zip _________________________
Country __________________________ Province ______________________________

Name and address of law enforcement agency involved:

Name of law enforcement agency ___________________________________________
Address ________________________________________________________________
City __________________________ State __________ Zip _________________________
Country __________________________ Province ______________________________

Name and address of defendant's attorney:

Name of attorney _________________________________________________________
Address ________________________________________________________________
City __________________________ State __________ Zip _________________________
Country __________________________ Province ______________________________

Date of initial court hearing ______________________________________________

Charge(s) at time of initial court hearing _____________________________________

Date of final disposition __________________________________________________

Charge(s) at time of final disposition _________________________________________

Final disposition _________________________________________________________

________________________________________________________________________

Brief description of incident _______________________________________________

________________________________________________________________________

Attach a copy of the arresting agency's report, complaint, indictment, citation, information, disposition, sentence, and appeal, if any.

Form 5
FORM 5T / RECORD OF MOVING TRAFFIC VIOLATIONS

Name ____________________________________________________________

First  Middle  Last  Suffix

Currently licensed in _________ Driver’s license number __________________________

State

Traffic violations involving alcohol or drugs should be reported in response to Question 21A and on FORM 5.

Please complete the following information for each incident:

Name of law enforcement agency ____________________________________________

Incident location (city, county, state) __________________________________________

Country __________________________ Province __________________________

Date of incident (Mo/Yr) __________________________

Charge(s) on date of incident __________________________________________

Date of final disposition (Mo/Yr) __________________________

Charge(s) at time of final disposition ________________________________________

Final disposition ________________________________________________________

Brief description of incident _____________________________________________

Name of law enforcement agency ____________________________________________

Incident location (city, county, state) __________________________________________

Country __________________________ Province __________________________

Date of incident (Mo/Yr) __________________________

Charge(s) on date of incident __________________________________________

Date of final disposition (Mo/Yr) __________________________

Charge(s) at time of final disposition ________________________________________

Final disposition ________________________________________________________

Brief description of incident _____________________________________________

Name of law enforcement agency ____________________________________________

Incident location (city, county, state) __________________________________________

Country __________________________ Province __________________________

Date of incident (Mo/Yr) __________________________

Charge(s) on date of incident __________________________________________

Date of final disposition (Mo/Yr) __________________________

Charge(s) at time of final disposition ________________________________________

Final disposition ________________________________________________________

Brief description of incident _____________________________________________

Form 5T
To be used with Question 23

FORM 6 / DEBTS: Defaults; Past Due; Revocations

Name

This copy of FORM 6 refers to Question 23

□ A Defaulted student loan
□ B Defaulted other debt
□ C Debt not discharged

Type of debt: □ Student Loan □ Other ____________

If this debt was discharged in bankruptcy, check here and do not complete the rest of the form □

Full account number________________________

Original amount of debt_____________________

Current balance____________________________

Date of last payment________________________

Name and complete address of entity extending credit:

Name of entity________________________________________

Address________________________________________________

City_________________________ State___________ Zip_________

Country____________________________ Province_________________

Telephone number (_____)_______________________________

Name and address of current creditor or collection agency if different from above:

Name________________________________________

Address________________________________________

City_________________________ State___________ Zip_________

Country____________________________ Province_________________

Telephone number (_____)_______________________________

Full account number______________________________

Current status of this debt __________________________________

_______________________________________________________

Describe the history of this debt, including any actions taken to collect and any defenses:

________________________________________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________
To be used with Question 6

FORM 10 / FOR APPLICANTS PREVIOUSLY ADMITTED IN NEW YORK

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>Middle</td>
<td>Last</td>
<td>Suffix</td>
</tr>
</tbody>
</table>

Date of admission

Department in which you were admitted (check one):
- □ First Department
- □ Second Department
- □ Third Department
- □ Fourth Department

Department(s) in which you have practiced law or been employed as an attorney (check ALL that apply and include county):
- □ I have not practiced law in any department in New York.
- □ First Department; County(ies)
- □ Second Department; County(ies)
- □ Third Department; County(ies)
- □ Fourth Department; County(ies)

Form 10
Appendix D

The Oregon State Bar recognizes that some people may want to pursue a career as an attorney but do not foresee that law school is available to them for a variety of reasons. The Oregon State Bar also recognizes that law school can be an expensive undertaking that some people who want to be lawyers do not want, or are not able, to make the financial investment that law school requires. For this and other reasons, the Oregon State Bar has adopted a law office study program, thereby creating an alternative path to the practice of law in Oregon. You are strongly encouraged to consider the pros and cons of pursuing an alternative path to practice versus earning a law degree.

As you consider whether to pursue a career as a lawyer and whether to pursue a law degree, please be aware that:

- At the conclusion of the law office study program, you will be eligible to sit for the bar exam in Oregon. Oregon administers the Uniform Bar Examination (UBE). If you pass the Oregon Bar Exam and the character and fitness background investigation, you will be eligible for admission to the Oregon Bar.
- Because you will not have a law degree from an accredited law school, under current law, you will not be eligible to transfer your UBE score to another state, which graduates from accredited law schools are able to do. You will also not be eligible to apply for reciprocal admission to any other state bar, which graduates from accredited law school are also able to do, unless and until the law of reciprocal admissions is changed.
- Your employment options may be limited, particularly as you enter the legal employment market. You will be competing for jobs against other newly licensed lawyers, the vast majority of whom will have graduated from a law school that has been accredited by the American Bar Association. These lawyers will have an academic credential that legal employers currently expect lawyers to possess. In addition, many graduates develop connections in the legal community during law school, and those connections are often very important to securing post-graduate employment.
- There may be some prospective clients who will be reluctant to work with you because you do not have a law degree.

In addition to weighing the foregoing factors, you are strongly encouraged to speak with multiple people as you make a decision, including attorneys, family, and others you trust.
**Tutor’s Application and Statement for the APR 6 Law Clerk Program**

To the Board of Governors and the Law Clerk Board of the Washington State Bar Association:

I hereby apply to tutor: ____________________________

in the Washington State Law Clerk Program under Admission to Practice Rule 6 and Program Regulations.

**Last Name:** ______________________  **First Name:** ______________________  **Middle:** ____________

WSBA Member number: ____________________________

Primary Contact Email: ____________________________  Primary Contact Phone: ____________________________

**Business Address**

__________________________________________________________________________________________

City ____________________________  State ________  Zip Code ____________________________

A. Are you eligible to apply as a primary tutor as defined in APR 6 (c)?  

   YES  [ ]  NO  [ ]

B. Have you ever been disbarred, suspended, reprimanded, censured, or otherwise disciplined by any jurisdiction or court? *If yes, give full details on an attached sheet.*

   YES  [ ]  NO  [ ]

C. Name all jurisdictions and courts in which you have been admitted to the practice of law, including to limited practice *pro hac vice*. Give the date of admission and current standing.

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

D. Please describe your legal education. List when you completed the Law Clerk Program or law school, degrees and dates earned.

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________
E. Please attach a brief statement of your employment during the previous ten years, including the name of employer, inclusive dates, and primary areas of law you practiced. You may provide a resume or CV if it covers the past ten years.

F. Please attach a brief statement explaining why you wish to act as a tutor and why you believe the applicant is suitable to enter the Law Clerk Program.

G. Have you read “Rules and Regulations Governing the Washington State Law Clerk Program” and agree to abide them?  

   YES  NO

TUTOR’S CERTIFICATE

I, ________________________________ ,

state under penalty of perjury under the law of the State of Washington that I am an attorney at law duly admitted to practice law in the State of Washington; that I have read the foregoing application to act as a tutor and that the statements made there are full, true and correct; and that I am eligible to act as a primary tutor. I further certify that ________________________________ is employed on a regular, full-time basis as a law clerk in my office in compliance with APR 6(3) and the Program Regulations. I further certify that I will instruct and examine him/her faithfully in the branches of the law prescribed by the course of study approved by the Board of Governors, and that I will comply with the rules and regulations relating to the Law Clerk Program.

______________________________

Signature

______________________________

Date and City/State where signed
RULES AND REGULATIONS
GOVERNING THE
WASHINGTON STATE
LAW CLERK PROGRAM

Effective Date: September 1, 2017

WASHINGTON STATE BAR ASSOCIATION

Regulations approved by the Board of Governors September 26, 2013, effective January 1, 2014; amended effective May 19, 2017
ADMISSION AND PRACTICE RULES (APR)
RULE 6. LAW CLERK PROGRAM
Adopted by the Washington State Supreme Court July 10, 2013 and effective January 1, 2014

(a) **Purpose.** The Law Clerk Program provides access to legal education guided by a qualified tutor using an apprenticeship model that includes theoretical, experiential, and clinical components. Successful completion of the Law Clerk Program provides a way to meet the education requirement to apply for the lawyer bar examination; it is not a special admission or limited license to practice law.

(b) **Application.** Every applicant for enrollment in the law clerk program shall:

1. Be of good moral character and fitness, as defined in APR 20;
2. Present satisfactory proof of having been granted a bachelor’s degree by a college or university with approved accreditation; if the degree was earned in a non-US jurisdiction, the applicant shall provide supporting documentation as to its equivalency;
3. Be engaged in regular, full-time employment in Washington State for an average of 32 hours per week with the primary tutor or primary tutor’s employer in a (i) law office, (ii) legal department or (iii) a court of general, limited, or appellate jurisdiction in Washington State. The employment must include tasks and duties which contribute to the practical aspects of engaging in the practice of law;
4. Submit in such form and manner as prescribed by the Bar (i) an application for enrollment in the program, (ii) the tutor’s application, and, (iii) the application fee;
5. Appear for an interview, provide any additional information or proof, and cooperate in any investigation, as may be deemed relevant by the Bar; and
6. If applicable, present a petition for Advanced Standing based on law school courses completed or courses completed in this program during a previous enrollment. The Bar may grant Advanced Standing to an applicant approved for enrollment for courses deemed recently and successfully passed and equivalent to courses in the program.
7. Where the Bar is satisfied that a primary tutor has arranged a relationship with the applicant’s full-time employer consistent with the purposes of the Program, the requirement that the primary tutor, or primary tutor’s employer, be the law clerk’s employer may be waived.

(c) **Tutors.** To be eligible to act as a tutor in the law clerk program, a lawyer or judge shall:

1. Act as a tutor for only one law clerk at a time;
2. Be an active member in good standing of the Bar, or be a judicial member who is currently elected or appointed to an elected position, who has not received a disciplinary sanction in the last 5 years, provided that if there is discipline pending or a disciplinary sanction has been imposed upon the member more than 5 years preceding the law clerk’s application for enrollment, the Bar shall have the discretion to accept or reject the member as tutor;
3. Have active legal experience in the practice of law as defined by APR 1 or have held the required judicial position for at least 10 of the last 12 years immediately preceding the filing of the law clerk’s application for enrollment. The 10 years of practice must include at least 2 years in Washington State and may be a combination of active practice and judicial experience but may not include periods of suspension for any reason;
4. Certify to the applicant’s employment as required above and to the tutor’s eligibility, and to agree to instruct and examine the applicant as prescribed under this rule; and
5. Act as a tutor only upon the approval of the Bar which may be withheld or withdrawn for any reason.

(d) **Enrollment.** When an application for enrollment has been approved by the Bar, an enrolled law clerk shall:

1. Pay an annual fee as set by the Board of Governors.
2. Meet the minimum monthly requirements of an average of 32 hours per week of employment with the tutor which may include in-office study time and must include an average of 3 hours per week for the tutor’s personal supervision of the law clerk. “Personal supervision” is defined as
time actually spent with the law clerk for the exposition and discussion of the law, the recitation of cases, and the critical analysis of the law clerk’s written assignments.

(3) Complete the prescribed course of study which shall be the equivalent of four years of study. Each year of study shall consist of 6 courses completed in 12 months. Months of leave, failed courses, and months in which the enrollee does not meet the minimum number of hours of work and study may not be counted toward the completion of a course and may extend the length of a year of study. Advanced Standing granted may reduce the months of program study. The course of study must be completed within 6 years from the initial date of enrollment.

(4) Abide by APR 6 and the Law Clerk Program Regulations approved by the Board of Governors which provide the course of study, program requirements and other guidelines to successfully complete the program.

(e) Course of Study. The subjects to be studied, the sequence in which they are to be studied, and any other requirement to successfully complete the program shall be prescribed in the Law Clerk Program Regulations. Progress toward completion of the program shall be evaluated by submission of examinations, certificates, reports and evaluations as follows:

(1) Examinations. At the end of each month, the law clerk shall complete a written examination prepared, administered, and graded by the tutor. The examination shall be answered without research, assistance, or reference to source materials during the examination. The examination shall be graded pass/fail.

(2) Certificates. The tutor shall submit the examination, including the grade given for the examination and comments to the law clerk, and a monthly certificate, stating the law clerk’s hours engaged in employment, study and the tutor’s personal supervision within 10 business days following the month of study. If an examination is not given, the monthly certificate shall be submitted stating the reason.

(3) Book Reports. The law clerk shall submit three book reports for the Jurisprudence course requirement corresponding to each year of study.

(4) Evaluations. Annually, or at other intervals deemed necessary, the law clerk shall participate with the tutor in an evaluation of the law clerk’s progress.

(f) Completion of the program. A law clerk shall be deemed to have successfully completed the program when:

(1) All required courses have been completed and passed as certified each month by the tutor, and all book reports have been submitted,

(2) The tutor has certified that the law clerk, in the tutor’s opinion, is qualified to take the lawyer bar examination and is competent to practice law; and

(3) The Bar has certified that all program requirements are completed.

(g) Termination. The Bar may direct a law clerk to change tutors if approval of a tutor is withdrawn. The Bar may terminate a law clerk’s enrollment in the program for:

(1) Failure to complete the prescribed course of study within 6 years from the date of enrollment;

(2) Failure of the tutor to submit the monthly examinations and certificates at the end of each month in which they are due;

(3) Failure to comply with any of the requirements of the law clerk program; and

(4) Any other grounds deemed pertinent.

(h) Effective Date. Revision of this rule shall not apply retroactively. A law clerk may complete the program under the version of the rule in effect at the start of enrollment.

(i) Disclosure of Records. Unless expressly authorized by the Supreme Court, the program applicant, or by a current or former law clerk, application forms and related records, documents, and proceedings shall not be disclosed, except as necessary to conduct an investigation and hearing pursuant to rule 7.

[Amended effective September 1, 1984; March 6, 1992; September 1, 1994; June 2, 1998; April 1, 2003; January 13, 2009; January 1, 2014; September 1, 2017.]
Regulation 1.

GENERAL

1-1 Authority

A. The law clerk program established in APR 6 and implemented in these regulations is conducted by the Bar Association at the direction of the Supreme Court. It is administered by the Law Clerk Board under the direction of the Board of Governors.

B. The good moral character and fitness of an applicant is determined by the Character and Fitness Board pursuant to Admission and Practice Rules 7 and 20 through 24.4(a).

C. To facilitate prompt administration of APR 6 and these regulations, designated staff of the Washington State Bar Association may act on behalf of the Law Clerk Board under APR 6 and these regulations.

D. The Law Clerk Board, with the approval of the Board of Governors, may amend these regulations as necessary. Revisions of these regulations shall not apply retroactively to an enrolled law clerk. These changes shall apply to applications, petitions and requests made after the effective date of the revisions.

1-2 Purpose and Expectations.

A. The law clerk program provides access to legal education guided by a qualified tutor using an apprenticeship model that includes theoretical, scholastic and clinical components. Successful completion of the law clerk program qualifies a person to apply for the Washington State bar exam. Participation in the law clerk program is not a special admission or limited license to practice law.

B. The program relies on the good faith and integrity of the participants. The Board cannot administer and supervise the clerkship on a daily basis. The Board assumes the tutor and the law clerk will adhere to the letter and spirit of the program.

C. The law clerk program is an alternative legal education. The program issues a certificate of completion; it is not approved by the American Bar Association and it does not confer a Juris Doctor degree or other degree.

D. The Board will not assist an applicant for the law clerk program to find employment or to evaluate in advance the qualifications of a potential tutor.

1-3 Definitions. For the purpose of these regulations, the following terms are defined:

A. “Approved accreditation” means accredited by an accrediting agency recognized by the US Department of Education.

B. “Assistant Tutor” means a qualifying lawyer or judge who has been approved to teach specific courses.


D. “Board of Governors” means the Board of Governors of the Washington State Bar Association.

E. “Board” means the Law Clerk Board.

F. “Board Liaison” means an individual member of the Law Clerk Board in his or her role as liaison between the law clerk and the Board.

G. “Employment waiver” means a relationship in which the primary tutor is not the law clerk’s direct employer but has received Board approval of an alternative relationship under APR 6(b)(7).

H. “Law clerk” means a person whose application for enrollment in the law clerk program has been accepted by the Board. It refers to applicants to the program in that applicants must have employment as a law clerk, legal assistant, or equivalent to qualify for enrollment. Law clerks are not authorized or licensed to engage in the practice of law by virtue of APR 6.

I. “Program” means the law clerk program established by APR 6 and implemented in these regulations.

J. “Regular, full-time employment” means that the law clerk is hired by the tutor or the tutor’s employer in a (i) law office, (ii) legal department, or (iii) a court of general, limited, or appellate jurisdiction located in Washington State, for an average of 32 hours per week for at least 48 weeks each calendar year.

K. “Tutor” means a qualifying lawyer or judge who has agreed to teach the law clerk and be responsible for all aspects of compliance with the program.

Regulation 2.

LAW CLERK BOARD

2-1 Responsibilities. The Board will make decisions regarding:
A. Approval or rejection of an application for enrollment in the program.
B. Approval or rejection of a lawyer or a judge to act as a tutor.
C. A petition for advanced standing.
D. A direction to the law clerk to change tutors.
E. A recommendation to the Board of Governors for the termination of a law clerk’s enrollment in the program.
F. A petition for readmission.
G. Changes in course contents, course descriptions, or program completion requirements.
H. Applicability of the effect of prior decisions regarding other law clerks and tutors.
I. Recommendations to the Board of Governors regarding amendments to these regulations.
J. Any other matter related to the program or referred to the Board by the Board of Governors.

2-2 Board Liaisons.
A. A law clerk will be assigned to a Board member who shall act as a liaison between the law clerk and the Board.
B. A Board liaison will make decisions regarding:
   (1) Recommendations to the Board regarding the acceptance or rejection of an applicant.
   (2) An annual evaluation of the law clerk’s second and third years.
   (3) Recommendations regarding any other matter related to the program or referred to the Board.

2-3 Staff Administration.
A. The Board may delegate duties to staff to facilitate prompt administration of the program.
B. The duties may regularly include but are not limited to:
   (1) Review of applications to the program, recommendation regarding their qualifications for the program, and assignment of a Board Liaison;
   (2) Approval of assistant tutors to teach specific courses;
   (3) Approval of leaves of absence of less than 12 months;
   (4) Approval of petitions by law clerks to take courses or electives out of order;
   (5) Approval of the 4th year courses; and
   (6) Notices of involuntary withdrawal.

2-4 Filing, general. All applications, petitions or requests shall be in writing and shall be directed to the Board at the Bar Association office.

2-5 Review Procedure.

A. Review of Right. An applicant, law clerk or tutor, has a right to have the Board of Governors review the following decisions of the Board:
   (1) Rejection of an application for enrollment in the program;
   (2) Termination of a law clerk’s enrollment in the program; or
   (3) Requiring a law clerk to change tutors.
B. Discretionary. An applicant, law clerk or tutor may ask the Board of Governors to review any decision made by the Board.
C. Filing. A petition requesting either review of right or discretionary review shall be:
   (1) in writing,
   (2) directed to the Board of Governors;
   (3) filed at the Bar Association office; and
   (4) filed within 30 days of the date the law clerk or applicant received notice of the decision.

Regulation 3.
APPLICATION PROCEDURE
3-1 Applicants. Every applicant for enrollment in the program shall:
A. Be engaged in regular, full-time employment as defined in Regulation 1-3 unless requesting an employment waiver as defined in Reg. 1-3.
   (1) Under no circumstances may the tutor assess a fee or require any other form of compensation in return for instructing or employing the law clerk. The law clerk shall receive monetary compensation in compliance with federal and state law governing employment. The Board may require proof of employment as deemed necessary.
   (2) Approval of any relationship requiring an employment waiver is within the discretion of the Board. The applicant and proposed tutor must explicitly describe the alternative relationship, show how the purpose of the program will be maintained, and describe how client confidentiality and conflicts of interest will be resolved.
B. Submit the following with the application fee by the deadlines established by the Board:
   (1) A completed program application and all required supplemental information;
   (2) Official transcripts from all undergraduate and graduate institutions attended, which show the grades received, the date a bachelor’s degree was awarded by a school with approved accreditation, and the subject in which it was granted;
   (3) Two letters attesting to the applicant’s good moral character and appraising the applicant’s ability to
undertake and successfully complete the program; and

(4) The tutor’s application establishing the applicant’s and the tutor’s eligibility and certifying to compliance with APR 6 and these regulations.

C. Appear for an interview, provide any additional information or proof, or cooperate in any investigation, as may be directed by the Board, the Character & Fitness Board, or the Board of Governors.

3-2 Advanced Standing. A petition to request consideration for advanced standing for law school courses completed or previous enrollment in the law clerk program must be submitted with an application for enrollment.

A. Petition for Advanced Standing. All law clerks must pass the prescribed courses established in these regulations. No courses may be waived. Applicants seeking advanced standing must establish, to the satisfaction of the Board, that the courses for which they seek credit are equivalent to specified prescribed courses in these regulations. The petition shall include:

(1) A list of courses in the law clerk program for which advanced standing is sought. No advanced standing may be sought for Basic Legal Skills;

(2) A list of the law school courses and course descriptions from the law school course catalogue with an explanation of how each course is equivalent to the law clerk program courses;

(3) Official transcripts for the law school courses. Courses in which the applicant earned a grade less than a B- or 2.7 and/or completed more than five years prior to the Law Clerk Program application date will not be considered. For applicants admitted to the practice of law in a foreign jurisdiction, grades older than five years may be considered in combination with proof of current good standing and active practice of law for three out of the last five years; and

(4) Any additional information the applicant believes will be helpful or which the Board has requested.

B. Determination. In granting advanced standing, the Board will specify:

(1) Any prescribed courses or portions thereof that the law clerk applicant has been deemed to have completed;

(2) Any prescribed courses or portions thereof that the law clerk applicant will be required to pass; and

(3) Any law school courses that the law clerk applicant will be allowed to use to satisfy the fourth-year curriculum.

3-3 Additional and Remedial Courses. In its discretion, the Board may also require the law clerk applicant to take and pass certain subjects which appear necessary to prepare the applicant to practice law in this state, regardless of whether or not those courses are prescribed courses or approved elective courses. The Board may require the law clerk applicant to take remedial or other legal or nonlegal instruction.

3-4 Notification. The Board will notify an applicant of acceptance or rejection of the application for enrollment. If accepted, the notification will specify the month the law clerk is authorized to begin the program. All programs shall begin the first day of the month specified in the notice. If rejected, the notification will provide the basis for the rejection.

3-5 Acknowledgement of Enrollment. Before beginning the program the law clerk must acknowledge enrollment, pay the annual fee, and agree to inform the Bar Association in writing of any incident that occurs while the law clerk is enrolled that might call the law clerk’s moral character or fitness into question.

Regulation 4.

TUTORS

4-1 Tutor’s Responsibilities.

A. The tutor is responsible for supervising and guiding the law clerk’s education, and for setting an example of the highest ethical and professional conduct. The tutor has an obligation not only to instruct the law clerk, but to ensure only fully competent law clerks are deemed to be qualified to sit for the bar examination.

B. In addition to any other requirements, a potential tutor shall appear for an interview, provide any additional information or proof, or cooperate in any investigation, as may be directed by the Board.

C. The tutor is required to continue to meet the qualifications for a tutor established in APR 6 and remain in good standing throughout the period of the clerkship.

D. In addition to the “personal supervision” required by APR 6, defined as time actually spent with the law clerk for the exposition and discussion of the law, the recitation of cases, and the critical analysis of the law clerk’s written assignments, the tutor’s responsibilities include:

(1) Guiding and assisting the law clerk’s study of each subject, using the course descriptions as a basic outline of course content and emphasizing pertinent state law;
(2) Choosing textbooks, casebooks, and other written, legal materials, selected from those in use at any of the law schools in the state, to guide the law clerk through the subject matter of each course;
(3) Assisting the law clerk in planning the sequence and timing of each prescribed course and of the fourth-year curriculum;
(4) Evaluating the law clerk’s progress;
(5) Developing, administering, and grading the monthly examinations;
(6) Submitting the graded monthly examination with written comments and the required certificate to the Board within 10 working days of the end of the month in which it was administered;
(7) Assigning the law clerk tasks and duties which are intended to contribute to the law clerk’s understanding of the practical aspects of engaging in the practice of law; and
(8) Providing the law clerk with an adequate work station and with reasonable access to an adequate law library.

4-2 Assistant Tutors. When an assistant tutor is proposed to teach a course instead of the primary tutor, the Board may approve the application(s) of one or more assistant tutors for up to 6 months of each year of study. The assistant tutor may teach only the course(s) for which he/she was approved by the Board. Informal assistance to a lesser degree, by other lawyers, judges or staff is generally acceptable without specific approval.

A. Qualification. The assistant tutor shall meet all the qualifications and continuing qualifications established for the tutor in APR 6 and these regulations, except the assistant tutor shall have been actively and continuously engaged in the practice of law or have held the required judicial position for at least five years immediately preceding the commencement of the assistant tutorship.

B. Scope of Delegation.
(1) The assistant tutor may undertake the following duties for the course(s) for which he/she is approved:
   i. Choosing textbooks, casebooks, and resource materials for the course.
   ii. Guiding and assisting the law clerk’s study of the subject, using the course description as a basic outline of course content and emphasizing pertinent state law.
   iii. Developing, administering, and grading the monthly examination.
(2) The primary tutor shall:
   i. In consultation with the assistant tutor, determine if the law clerk passed or failed the course;
   ii. Remain ultimately responsible for the conduct of the clerkship;
   iii. Complete all monthly and other certificates; and
   iv. Appear with the law clerk at all oral evaluations with the Board, although the assistant tutor may also be in attendance where appropriate.

Regulation 5.

COURSE OF STUDY

5-1 Structure.
A. The program is designed to be a four year course of study in combination with employment. Each year consists of 12 months during which the law clerk is required to study 6 subjects, pass 12 exams and submit 3 book reports.
B. The program is structured so the law clerk studies only one subject at a time and passes it before beginning the next subject. All courses in a given year must be completed before the law clerk may study courses in a subsequent year. A law clerk may not take more course work in any calendar year than is prescribed by these regulations without prior Board approval. The length of time to be devoted to each subject is prescribed by regulation.
C. A law clerk may take leave or vacation in increments of one month upon written notice to the Board. A law clerk may take leave of longer than one month only upon advance written request and approval by the Board. Exceptions for emergency medical situations may be considered. A law clerk may not request leave of more than 12 consecutive months.

5-2 Subjects.
A. Jurisprudence Reading. Every law clerk is required to take the Jurisprudence course, which is a four year reading program, intended to familiarize the law clerk with legal history, philosophy, theory and biography.
B. First Year. To complete the first year of the program, the law clerk shall pass the following prescribed courses. The course entitled “Basic Legal Skills” shall be studied and passed first. Thereafter, the courses may be studied in any order.

<table>
<thead>
<tr>
<th>Course</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Legal Skills</td>
<td>2</td>
</tr>
<tr>
<td>Civil Procedure</td>
<td>2</td>
</tr>
<tr>
<td>Torts</td>
<td>2</td>
</tr>
<tr>
<td>Contracts</td>
<td>2</td>
</tr>
<tr>
<td>Agency &amp; Partnership</td>
<td>2</td>
</tr>
<tr>
<td>Property</td>
<td>2</td>
</tr>
</tbody>
</table>

12
C. Second Year. To complete the second year of the program, the law clerk shall pass the following prescribed courses, in any order:

<table>
<thead>
<tr>
<th>Course</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Property</td>
<td>1</td>
</tr>
<tr>
<td>Criminal Law</td>
<td>2</td>
</tr>
<tr>
<td>Constitutional Law I</td>
<td>2</td>
</tr>
<tr>
<td>Corporations</td>
<td>2</td>
</tr>
<tr>
<td>Evidence</td>
<td>2</td>
</tr>
<tr>
<td>Uniform Commercial Code</td>
<td>3</td>
</tr>
</tbody>
</table>

12

D. Third Year. To complete the third year of the program, the law clerk shall pass the following prescribed courses, in any order:

<table>
<thead>
<tr>
<th>Course</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Constitutional Law II</td>
<td>2</td>
</tr>
<tr>
<td>Professional Responsibility</td>
<td>1</td>
</tr>
<tr>
<td>Domestic Relations</td>
<td>2</td>
</tr>
<tr>
<td>Wills, Estates, Trusts, Probate</td>
<td>3</td>
</tr>
<tr>
<td>Conflict of Laws</td>
<td>2</td>
</tr>
<tr>
<td>Criminal Procedure</td>
<td>2</td>
</tr>
</tbody>
</table>

12

E. Fourth Year. The fourth year of the program is devoted to elective subjects. The law clerk, in consultation with the tutor, shall develop a fourth year curriculum of six electives. The law clerk shall then make a written petition to the Board, at least six months prior to the commencement of the fourth year, for approval of the proposed fourth year course of study.

1. Under no circumstances will approval or recognition be given to courses directed to fulfillment of a continuing legal or other professional education requirement, or intended to provide a preparation for a bar examination, or taught through correspondence or any equivalent.

2. Recommended Electives. The following electives are recommended because they will broaden the law clerk's legal background, perspective, and skills. A law clerk may petition the Board for approval of alternative areas of study by including a detailed course description for each proposed course.

<table>
<thead>
<tr>
<th>Course</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Law</td>
<td>2</td>
</tr>
<tr>
<td>Personal Federal Income Tax</td>
<td>2</td>
</tr>
<tr>
<td>Land Use</td>
<td>2</td>
</tr>
</tbody>
</table>

Labor Law 2
Remedies 2
Antitrust 2
Creditor-Debtor Relations 2
Securities Regulation 2
Legal Accounting 2
International Law 2
Insurance 2
Consumer Protection 2
Environmental Law 2
Real Property Security 2
American Indian Law 2
Trial Practicum 2
Elder and Disability Law 2

5-3Monthly Examinations. The tutor is responsible for the content and administration of all monthly examinations.

A. Content. Although no specific substantive content is prescribed by the Board, it is anticipated such an examination will test the law clerk’s comprehension of the current subject matter, and the law clerk’s understanding of the ethical, professional and practical aspects of practicing law.

B. Course Descriptions. The course descriptions in Regulation 7 state the minimum level of knowledge the Board expects a law clerk to obtain in each subject, and provide guidance to the tutor in formulating monthly examinations.

C. Timing. The tutor shall administer an examination covering that month’s subjects to the law clerk on or before the last business day of each month.

D. Grading. All courses in the program are to be graded as pass/fail only. “Pass” means that the law clerk has exhibited reasonable comprehension of the theory and practice of any given subject to the satisfaction of the tutor and the Board. If a law clerk earns a “Fail” grade he or she shall continue to study the subject for an additional month.

E. Certificates. The tutor shall submit the exam, including the grade given for the examination and written comments to the law clerk, and a monthly certificate, stating the law clerk's hours engaged in employment, study and the tutor’s personal supervision, within 10 business days following the month of study.

1. If an exam is not given, the monthly certificate shall be submitted stating the reason.

2. The date of receipt will be recorded. A pattern of late certificates may be cause for remedial action or termination from the program.
5-4 Board Evaluations. Annually, or at such other intervals as may be established by the Board, the Board shall conduct an evaluation at which the law clerk and the tutor shall be personally present. The Board may at any other time, in its discretion, conduct an evaluation at which the law clerk and the tutor shall be personally present if required to do so.

A. The Board will not normally test the law clerk’s substantive knowledge, but may do so to evaluate whether or not the law clerk is progressing satisfactorily in the program.

B. Materials. In making its evaluation, the Board may consider:

1. The substantive contents of all monthly examinations;
2. The tutor’s monthly certificates and timeliness of receipt;
3. Any written course work; and
4. Any other written or oral materials deemed to be pertinent by the Board.

C. Decision. At the conclusion of the evaluation, the Board may:

1. Determine the law clerk has successfully mastered the preceding year’s course work and is eligible and authorized to begin the next year of the program;
2. Determine the law clerk has satisfactorily completed the program and is qualified to sit for the bar examination, subject to any other requirements for sitting for the bar examination as set forth in the Admission and Practice Rules;
3. Advise the tutor regarding the quality, timeliness, or appropriateness of coursework, exams, and certificates;
4. Direct the law clerk to repeat designated prescribed or elective courses, devote more time to each course, take remedial legal or nonlegal instruction, appear before the Board at more frequent intervals for an examination which may be written or oral;
5. Require the law clerk to change tutors;
6. Advise the law clerk that the law clerk’s enrollment in the program is terminated.

D. At the conclusion of any evaluation, the Board will provide a brief written summary of its decision to the law clerk and to the tutor.

6-1 Withdrawal by Law Clerk.

A. Voluntary. A law clerk who wishes to withdraw from the program shall notify the Board in writing, filed as required by Regulation 2-4.

B. Involuntary. A law clerk will be deemed to have withdrawn from the program if:

1. The law clerk is absent from the program for more than one month in any calendar year without the Board’s prior approval of a petition for a leave of absence. Failure to submit exams and tutor’s certificates shall be interpreted as absence from the program;
2. The law clerk takes a leave of absence from the program for more than 12 consecutive months; or
3. The annual fee is not paid by the established deadline.

6-2 Withdrawal by Tutor.

A. Voluntary. A tutor who wishes to withdraw from that position shall notify the Board and the law clerk in writing, filed as required by Regulation 2-4.

B. Involuntary. If a disciplinary sanction is imposed upon a tutor, the tutor will be deemed to have withdrawn from that position. The Board may determine that the imposition of a sanction does not necessitate automatic withdrawal.

C. The Board may direct a law clerk to change tutors if approval of a tutor is withdrawn.

6-3 Termination of Enrollment by the Board. The Board may terminate a law clerk’s participation in the program for:

A. Failure to complete the prescribed course of study within 6 years from the date of enrollment;
B. The law clerk’s failure to comply with the requirements of the program or a decision or order of the Board; or
C. A determination by the Character and Fitness Board that the applicant does not meet the character or fitness requirement for enrollment in the program.

Regulation 7.

COURSE DESCRIPTIONS

7-1 Jurisprudence Reading. A four-year course of reading consisting of three (3) books each year, to be selected from a list approved by the Board. The Board has discretion to select and require specific books which must be read to meet this requirement.

A. Upon completion of each book, the law clerk shall prepare and submit to the Board a short book report. Reports shall be submitted every 4 months.
B. A year’s coursework shall not be deemed completed unless the book reports are submitted. A law clerk may not begin the next year’s course...
work until the current year's book reports are completed and submitted to the Board.

7-2 First Year Clerkship.

A. Basic Legal Skills. Introduction to basic legal reference materials (including judicial, legislative and administrative primary and secondary sources) and their use; techniques of legal reasoning, analysis and synthesis; legal writing styles. Familiarization with the structure of the federal and state court systems; the concept of case law in a common law jurisdiction; fundamental principles of stare decisis and precedent; the legislative process; principles of statutory construction and interpretation. Law Clerk should be assigned projects of increasing difficulty such as: case abstracts; analysis of a trial record to identify issues; short quizzes to demonstrate ability to locate primary and secondary sources; office memoranda or a trial oriented memorandum of authorities to demonstrate ability to find the law applicable to a factual situation and to differentiate unfavorable authority; an appellate level brief.

B. Civil Procedure. Fundamentals of pleading and procedure in civil litigation, as structured by the Federal Rules of Civil Procedure and the Washington Superior Court Civil Rules. Study shall include: jurisdiction over the person and subject matter; venue; time limits; commencement of actions; pleadings; parties; impleader; interpleader; motions; class actions and intervention; res judicata and collateral estoppel; discovery and other pretrial devices; joinder; summary judgment; judgments; post-trial motions. Law Clerk should be required to draft summons; pleadings; motions; findings of fact and conclusions of law; judgment; interrogatories; requests for admission.

C. Contracts. Study of legal principles related to the formation, operation and termination of the legal relation called contract. General topics include: offer and acceptance; consideration; issues of interpretation; conditions; performance; breach; damages or other remedies; discharge; the parol-evidence rule; the statute of frauds; illegality; assignments; beneficiaries.

D. Property. Study of the ownership, use, and transfer of real property in both historical and modern times. Topics include: estates and interests in land; concurrent ownership; easements; equitable servitudes; conveyances; real estate contracts; nuisance; adverse possession; land use controls; landlord-tenant; the recording system; title insurance.

E. Torts. Study of the historical development, principles, concepts and purposes of the law relating to redress of private injuries. Topics include: conversion; trespass; nuisance; intentional tort; negligence; strict liability; products liability; concepts of duty, causation, and damage; limitations on liability such as proximate cause, contributory negligence, assumption of the risk, immunity; comparative negligence.

F. Agency and Partnership. Legal principles of agency law including definition of the agency relationship, authority and power of agents, notice and knowledge, rights and duties between participants in the relationship, termination of agency relationship, master-servant relationship. Partnership law using the Revised Uniform Partnership Act as a model code. Topics include: formation, partners’ rights and duties between themselves, powers, unauthorized acts, notice and knowledge, incoming partner liability, indemnification, contribution, partner’s two-fold ownership interest, co-ownership interests and liabilities, creditor’s claims and remedies, dissolution events, winding up, distribution of asset rules. Study of the Uniform Limited Partnership Act and joint venture law.

7-3 Second Year Clerkship.

A. Community Property. Relationship necessary for creation of community property, classification of property as community or separate, management and control of community assets, rights of creditors, disposition of community property upon dissolution of the community, problems of conflict of laws encountered in transactions with common-law jurisdictions.

B. Criminal Law. Study of substantive criminal law including concepts such as elements of criminal responsibility; principles of justification and excuse; parties; attempts, conspiracy; specific crimes; statutory interpretation; some introduction to sentencing philosophies and to juvenile offender law.

C. Constitutional Law I. Course covers basic constitutional document, excluding the Bill of Rights. Topics include: taxing clause, commerce clause, contract clause, war power and treaty power. Allocation and distribution of power within the federal system, and between federal and state systems, including economic regulatory power and police power; limitations on powers of state and national governments; constitutional role of the courts.

D. Corporations. Business corporations for profit using the Model Business Corporations Act and state law provisions. Topics include: promotion,
formation and organization; theories of corporations; corporate purposes and powers; disregard of corporateness; common law and statutory duties and liabilities of shareholders, directors, and officers; allocation of control, profit and risk; rights of shareholders; derivative suits and class action suits by shareholders; mergers and consolidations, sale of assets, and other fundamental changes in corporate structure; corporate dissolution; SEC proxy rules and Rule 10(b)(5).

E. Evidence. Rules of proof applicable to judicial trials. Topics include: admission and exclusion of evidence, relevancy, hearsay rule and its exceptions, authentication of writings, the best evidence rule, examination and competency of witnesses, privileges, opinion and expert testimony, demonstrative evidence, presumptions, burden of proof, judicial notice.

F. Uniform Commercial Code. Course covers Articles I, II, III, IV, VI, VII, and X of the Uniform Commercial Code. Course first examines problems in the sale of goods as governed by Article II (with a brief survey of its antecedents) including: warranty, risk of loss, acceptance and rejection, tender of delivery, revocation, remedies for breach of contract. Some discussion of other laws relating to warranties, Article VI on Bulk Sales, and Article VII on documents of title and bills of lading. Course next examines commercial paper, bank deposits and collections under UCC Articles III and IV, including: formation and use of negotiable instruments with an emphasis on checks, rights and liability of parties to negotiable instruments, defenses to liability, study of bank collection process and bank’s relationship with its customers. Course finally examines secured transactions under UCC Article IX, including: types of security interests, perfection of such interests, priority of claims, rights to proceeds of collateral, multi-state transactions, rights of parties after debtor’s default.

7-4 Third Year Clerkship.

A. Constitutional Law II. Course examines the Bill of Rights. Topics include: free speech, prior restraint, obscenity, libel, fair trial and free press, loyalty oaths, compulsory disclosure laws, sedition and national security, picketing, symbolic conduct, protest, subversive advocacy; due process; equal protection development and analysis; fundamental rights and entitlements; religious clause; jury trial right in civil actions; constitutional protection and interpretation under state as contrasted to federal constitutional documents.

B. Professional Responsibility. Study of legal ethics and a lawyer’s roles in society, including lawyer-client relations, lawyer-public relations, and a lawyer’s responsibility to the courts and the profession. Topics also include: organization of an integrated bar, Supreme Court’s supervisory powers, professional service corporations, pre-paid legal services arrangements, malpractice, the Admission to Practice Rules, the Rules for the Enforcement of Lawyer Conduct, the Rules of Professional Conduct and the ABA Model Rules of Professional Conduct.

C. Domestic Relations. Study of the substantive and procedural law affecting the formation, disintegration and dissolution of family relations, including those of husband and wife, parent and child, and non-marital. Topics include: jurisdiction, procedure, costs, maintenance, child support, property division, custody, modification and enforcement of orders, some discussion of conflict of laws, taxation, URESA and UPA.

D. Wills, Estates, Trusts, Probate. Study of the voluntary transmission of assets in contemplation of and at death. Topics include: disposition by will, creation of and disposition by a trust, effectiveness of the disposition in the creation of present and future interests in property, intestate succession, construction problems, powers of appointment, restrictions on perpetuities and accumulations, alternative methods of wealth transmission, some introduction to the basic tax framework important in formulating plans of disposition, and fiduciary administration and management of decedent’s estates and trusts.

E. Conflict of Laws. Study of that part of the law that determines by which state’s law a legal problem will be solved. Topics include: choice-of-law problems in torts, contracts, property, domestic relations, administration of estates, and business associations.

F. Criminal Procedure. Constitutional doctrines governing criminal procedure. Topics include: Fourth, Fifth, Sixth and Eighth Amendments, pertinent due process provisions of Fourteenth Amendment; search and seizure, confessions, identification procedures, right to counsel, arrest, jury trial, double jeopardy, and pertinent provisions of the state constitution. The Superior Court Criminal Rules are examined as they relate to the procedural aspects of raising the constitutional issues.

7-5 Fourth Year Clerkship; Electives.

A. Administrative Law. Study of the administrative process and its role in the legal system. Subjects include: powers and procedures of administrative
agencies, relationship of administrative agencies to executive, judicial and legislative departments of government.

B. Personal Federal Income Tax. Examination of federal income tax law as it applies to individuals, but not in their role as partners, shareholders, or beneficiaries of trusts or estates. Topics include: concepts of income, gross income, net income, when income should be taxed, to whom it should be taxed and its character as unearned, earned or capital gain income. Deductions are also examined in detail.

C. Land Use. Study of legal principles and constitutional limitations affecting systems for public regulation of the use of private land. Topics include: planning, zoning, variances, special use permits, subdivision controls, environmental legislation, nuisance, eminent domain, powers of public agencies, “taking” without just compensation, due process, administrative procedures and judicial review, exclusionary zoning and growth control.

D. Labor Law. Study of the organizational rights of employees and unions and the governance of the use of economic force by employers and unions. Other topics include the duty to bargain collectively, the manner in which collective bargaining is conducted, subjects to which it extends, administration and enforcement of collective bargaining agreements, and relations between a union and its members.

E. Remedies. Historical development and use of judicial remedies that provide relief for past or potential injuries to interests in real or personal property. Topics include: history of equity, power of equity courts, restitution, specific performance, injunctions, equitable defenses, compensatory and punitive damages, unjust enrichment, constructive trusts, equitable liens, tracing and subrogation.

F. Antitrust. An examination of the antitrust laws including the Sherman Act, Clayton Act, Robinson-Patman Act, Federal Trade Commission Act; and topics such as monopolies, restraint of trade, mergers, price fixing, boycotts, market allocation, tying arrangements, exclusive dealing and state antitrust law.

G. Creditor-Debtor Relations. Rights and remedies of creditors and debtors under the Federal Bankruptcy Code, particularly in straight bankruptcy cases and under state laws relating to judgments, judgment liens, executions, attachments, garnishments, fraudulent conveyances, compositions, assignments for the benefit of creditors, and debtor’s exemptions.

H. Securities Regulation. Study of legal control over the issuance and distribution of corporate securities. Topics include: registration and distribution of securities under the Federal Securities Act of 1933, including the definition of a security; basic structure, applicability, and prohibitions of the Act; underwriting; preparation, processing and use of registration statement and prospectuses; exemptions from registration under the Act, including Regulation A, private offerings, and business reorganizations and recapitalizations; secondary distributions; brokers transactions; and civil liability for violation of the Act. Registration, distribution and regulation of securities under state “blue sky” laws, including the State of Washington Securities Act. Regulation of franchise arrangements under the Federal Securities Act of 1933 and the State of Washington Franchise Investment Protection Act. Regulation of national securities exchanges and broker-dealers; registration and listing of securities on national securities exchanges; periodic reporting and public disclosure of information requirements for companies whose securities are traded on national securities exchanges; and civil liability for violation of the Act. Regulation of mutual funds and other types of investment companies under the Federal Investment Company Act of 1940.

I. Legal Accounting. Bookkeeping, use of journals and ledgers, analysis of financial statements, professional responsibility of a lawyer to a corporate client and relationship to accountants involved in a client’s financial affairs. Course also addresses lawyer’s accounting and recordkeeping obligations to his or her client under the Rules of Professional Conduct or its successor.

J. International Law. Legal process by which interests are adjusted and authoritative decisions made on the international level. Topics include: nature and source of international law, law of treaties, jurisdiction, some discussion of international legal organizations, state responsibility and international claims for wrongs to citizens abroad, and application of international law in United States courts.

K. Insurance. Legal principles governing formal mechanisms for the distribution of risk of loss. Emphasis is on property, casualty, life insurance. Topics include: marketing of insurance, indemnity principle, insurable interest, amount of recovery and subrogation, persons and interests protected, brokers, and identification of risks transferred by insurance.
L. Consumer Protection. Selected laws for protection of consumers, including federal, state and local laws that prohibit deceptive advertising, mandate disclosure of information, regulate credit practices, license occupations, establish quality standards for products and services, and condemn “unfair” practices. Emphasis on the theoretical justifications for governmental intervention in the marketplace. Attention to problems of consumer justice administration, including informal dispute resolution procedures and representation of consumer interests in administrative and legislative proceedings.

M. Environmental Law. Survey of citizen, legislative, administrative and judicial action in response to the reality and the threat of man-induced alteration to the natural environment; focuses on National Environmental Policy Act, federal air and water pollution control legislation, state air and water pollution control statutes and shoreline management.

N. Real Property Security. Methods by which an obligation may be secured by real property of the obligor or of a third person. Covers the common-law principles and statutes that regulate the creation, operation, and extinguishment of the legal relations known as the real property mortgage and deed of trust, considered in the context of financing the purchase or development of land. Some attention must be given to principles governing operation of the lending industry.


P. Trial Practicum. Advanced course in preparing for trial. Resources should include sample cases and text books as well as evidence and civil rules. The clerk will write a fully researched brief, motions in limine, prepare ER 904; prepare objections to opposition motions in limine and ER 904; argue pretrial motions; research and perform voir dire; prepare and give an opening statement; prepare and give a direct exam with introduction of multiple exhibits; prepare and give a cross exam with introduction of exhibits; draft and argue jury instructions; prepare and give a closing statement. Then to be assigned an actual case in litigation and add to the above, a mock trial which includes: prepared statement of the “story” of the case; illustrate how each witness fits into the story and what evidence is to be used with each witness; develop direct examination of one witness, cross examination of one witness and at least one exhibit for each witness; prepare and give an opening; conduct voir dire of volunteers; examine a witness; handle objections; and argue sample motions in limine. The clerk is expected to attend court proceedings regularly, and participate to the extent permitted by APR 9, if licensed.

Q. Elder and Disability Law. An examination and study of the complex legal needs of people who are elderly and people who have a disability. This course examines major issues and substantive laws affecting people who are elderly or who have a disability including income protection, asset preservation and protection, options for financing long-term care and healthcare, planning for incapacity and the use of traditional and nontraditional estate and life care planning devices such as wills, trusts, special needs trusts, powers of attorney, guardianships, adult protection actions and other devices but in the context of the needs of people who are elderly or who have a disability. This course will also address the special ethical challenges and concerns of lawyers who are practicing elder and disability law.
Jurisprudence Reading Procedures effective Jan 1, 2014

Jurisprudence Reading Regulations

Regulation 5. COURSE OF STUDY
5-2 Subjects. A. Jurisprudence Reading. Every law clerk is required to take the Jurisprudence course, which is a four year reading program, intended to familiarize the law clerk with legal history, philosophy, theory and biography.

Regulation 7. COURSE DESCRIPTIONS
7-1 Jurisprudence Reading. A four-year course of reading consisting of three (3) books each year, to be selected from a list approved by the Board. The Board has discretion to select and require specific books which must be read to meet this requirement.

Requirements to Fulfill Jurisprudence Reading Course

The Jurisprudence Reading course is required for each year of study. Law clerks must submit three reports per year of study for a total of 12 to complete the program. Law clerks must schedule their reading and reports to submit a report approximately every 4 months. Early submission is acceptable. However, all 3 book reports must be submitted with or before submission of the 12th exam for the year of study. A clerk may not proceed with the next year of study until three book reports are submitted for the year.

All law clerks starting the program January 1, 2014 are required to read and report on The Bitter Waters of Medicine Creek, by Richard Kluger, for their first book report. Clerks already enrolled before January 1, 2014 are encouraged to read this title but it is not required.

Content of Reports

Clerks’ reports generally range from two to ten pages in length. Reports must be the clerk’s own original work and should reflect the clerk’s thoughts on the substance of the book and its implications for the legal profession or personal development as a law clerk. Graduate-level analysis and writing quality is expected.

Be sure that your name is on the report. It’s helpful if you number it by year as well (ex. Book report 1-1, 1-2, 1-3, 2-1, etc.).

Requests to Add Titles

The current Jurisprudence Reading List is attached. Clerks may request that a book be added to the Jurisprudence Reading List by submitting a petition to the Law Clerk Board. In addition to listing the author, title, publication date and publishing company, number of pages, and ISBN, petitions should include a short synopsis showing why publication should be added and a recommendation of the category under which it should be listed. The Board will make their determination at a quarterly meeting. You may not receive credit for a book report before the book is approved.
<table>
<thead>
<tr>
<th>Author, Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atkinson, Charles M. Jeremy Bentham -- His Life and Works</td>
<td>(1970)</td>
</tr>
<tr>
<td>Bumpers, Dale The Best Lawyer in a One-Lawyer Town</td>
<td>(2003)</td>
</tr>
<tr>
<td>Chase, Frederick Lemuel Shaw -- Chief Justice</td>
<td>(1918)</td>
</tr>
<tr>
<td>Darrow, Clarence The Story of My Life</td>
<td>(1932)</td>
</tr>
<tr>
<td>Douglas, William O. Go East, Young Man</td>
<td>(1974)</td>
</tr>
<tr>
<td>Frankfurter, Felix Justice Holmes</td>
<td>(1938)</td>
</tr>
<tr>
<td>Friedman, Jane M. America’s First Woman Lawyer, The Biography of Myra Bradwell</td>
<td>(1993)</td>
</tr>
<tr>
<td>Fuess, Claude M. Rufus Choate: The Wizard of the Law</td>
<td>(1928)</td>
</tr>
<tr>
<td>Greenhouse, Linda Becoming Justice Blackmun: Harry Blackmun’s Supreme Court Journey</td>
<td>(2005)</td>
</tr>
<tr>
<td>Gunther, Gerald Learned Hand: The Man and the Judge</td>
<td>(1994)</td>
</tr>
<tr>
<td>Marjoribanks, Edward The Life of Sir Edward Marshall Hall</td>
<td>(1929)</td>
</tr>
<tr>
<td>Mason, Alpheus Brandeis: A Free Man’s Life</td>
<td>(1946)</td>
</tr>
<tr>
<td>McCullough, David John Adams</td>
<td>(2001)</td>
</tr>
<tr>
<td>Murphy, Bruce Fortas: The Rise and Ruin of a Supreme Court Justice</td>
<td>(1988)</td>
</tr>
<tr>
<td>Nizer, Louis My Life in Court</td>
<td>(1961)</td>
</tr>
<tr>
<td>Rovere, Richard Senator Joe McCarthy</td>
<td>(1959)</td>
</tr>
<tr>
<td>Sanger, Margaret An Autobiography</td>
<td>(1971)</td>
</tr>
<tr>
<td>Steiner, Bernard Life of Roger Taney</td>
<td>(1922)</td>
</tr>
<tr>
<td>Swisher, Carl Stephen J. Field: Craftsman of the Law</td>
<td>(1930)</td>
</tr>
<tr>
<td>Todd, Alden Justice on Trial: The Case of Louis Brandeis</td>
<td>(1964)</td>
</tr>
<tr>
<td>Turow, Scott One L: The Turbulent True Story of a First Year at Harvard Law School</td>
<td>(1977)</td>
</tr>
<tr>
<td>Ware, Gilbert William Hastie: Grace Under Pressure</td>
<td>(1984)</td>
</tr>
<tr>
<td>Weinberg, Arthur Clarence Darrow: A Sentimental Rebel</td>
<td>(1987)</td>
</tr>
<tr>
<td>Williams, Edward B. One Man’s Freedom</td>
<td>(1961)</td>
</tr>
<tr>
<td>Williams, Juan Thurgood Marshall, American Revolutionary</td>
<td>(1998)</td>
</tr>
</tbody>
</table>

### CAPITAL PUNISHMENT

<table>
<thead>
<tr>
<th>Author, Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailer, Norman The Executioner’s Song</td>
<td>(1979)</td>
</tr>
<tr>
<td>Meltsner, Michael Cruel and Unusual: The Supreme Court and Capital Punishment</td>
<td>(1973)</td>
</tr>
<tr>
<td>Turow, Scott Ultimate Punishment: A Lawyer’s Reflections on Dealing with the Death Penalty</td>
<td>(2004)</td>
</tr>
<tr>
<td>White, Welsh S. Death Penalty in the Nineties</td>
<td>(1991)</td>
</tr>
</tbody>
</table>

### CIVIL RIGHTS

<table>
<thead>
<tr>
<th>Author, Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexander, Michelle The New Jim Crow - Mass Incarceration in the Age of Colorblindness</td>
<td>(2010)</td>
</tr>
<tr>
<td>Halberstam, David The Children</td>
<td>(1998)</td>
</tr>
<tr>
<td>Author</td>
<td>Title</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-----------------------------------------------------------------------</td>
</tr>
<tr>
<td>King, Jr., Martin L.</td>
<td>Letter from A Birmingham Jail</td>
</tr>
<tr>
<td>Simon, James F.</td>
<td>The Antagonists: Hugo Black, Felix Frankfurter and Civil Liberties in Modern America</td>
</tr>
</tbody>
</table>

**CONSTITUTIONAL LAW**

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alderman &amp; Kennedy</td>
<td>In Our Defense: The Bill of Rights</td>
<td>(1991)</td>
</tr>
<tr>
<td>Alderman &amp; Kennedy</td>
<td>The Right to Privacy</td>
<td>(1995)</td>
</tr>
<tr>
<td>Amar, Akhil Reed</td>
<td>America’s Constitution</td>
<td>(2005)</td>
</tr>
<tr>
<td>Amar, Akhil Reed</td>
<td>The Bill of Rights</td>
<td>(2000)</td>
</tr>
<tr>
<td>Bollinger, Lee C.</td>
<td>The Tolerant Society</td>
<td>(1986)</td>
</tr>
<tr>
<td>Feldman, Daniel L.</td>
<td>The Logic of American Government: Applying the Constitution to the Contemporary World</td>
<td>(1990)</td>
</tr>
<tr>
<td>Garraty, John A.</td>
<td>Quarrels That Have Shaped the Constitution</td>
<td>(1964)</td>
</tr>
<tr>
<td>Hamilton, Madison, Jay</td>
<td>The Federalist Papers</td>
<td>(1788)</td>
</tr>
<tr>
<td>Irons, Peter</td>
<td>Courts, Kids, and the Constitution</td>
<td>(2000)</td>
</tr>
<tr>
<td>Lewis, Anthony</td>
<td>Gideon’s Trumpet</td>
<td>(1964)</td>
</tr>
</tbody>
</table>

**CRIMINAL LAW**

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bailey, F. Lee</td>
<td>The Defense Never Rests</td>
<td>(1971)</td>
</tr>
<tr>
<td>Grisham, John</td>
<td>An Innocent Man</td>
<td>(2006)</td>
</tr>
<tr>
<td>Lefkowitz, Bernard</td>
<td>Our Guys</td>
<td>(1997)</td>
</tr>
<tr>
<td>Scheck/Neufeld/Dwyer</td>
<td>Actual Innocence: Five Days to Execution and Other Dispatches</td>
<td>(2000)</td>
</tr>
</tbody>
</table>

**ECONOMICS**

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
</table>

**ETHICS AND THE LAW**

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dershowitz, Alan</td>
<td>The Best Defense</td>
<td>(1982)</td>
</tr>
<tr>
<td>Kelley, James L.</td>
<td>Lawyers Crossing Lines: Nine Stories</td>
<td>(2001)</td>
</tr>
<tr>
<td>Lessig, Lawrence</td>
<td>CODE and Other Laws of Cyberspace</td>
<td>(1999)</td>
</tr>
<tr>
<td>Author</td>
<td>Title</td>
<td>Year of Original Publication</td>
</tr>
<tr>
<td>---------------------</td>
<td>----------------------------------------------------------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>Barthel, Joan</td>
<td>A Death in Canaan</td>
<td>(1976)</td>
</tr>
<tr>
<td>Dershowitz, Alan</td>
<td>Reversal of Fortune: Inside the Von Bulow Case</td>
<td>(1986)</td>
</tr>
<tr>
<td>Dershowitz, Alan</td>
<td>America on Trial: Inside the Legal Battles that Transformed Our Nation</td>
<td>(2004)</td>
</tr>
<tr>
<td>Fehrenbacker, Don E.</td>
<td>The Dred Scott Case</td>
<td>(1978)</td>
</tr>
<tr>
<td>Hersey, John</td>
<td>The Algiers Motel Incident</td>
<td>(1968)</td>
</tr>
<tr>
<td>Mitford, Jessica</td>
<td>The Trial of Dr. Spock</td>
<td>(1969)</td>
</tr>
<tr>
<td>Stern, Gerald</td>
<td>The Buffalo Creek Disaster</td>
<td>(2008)</td>
</tr>
<tr>
<td>Timothy, Mary</td>
<td>Jury Woman</td>
<td>(1974)</td>
</tr>
<tr>
<td>Weinstein, Allen</td>
<td>Perjury: The Hiss-Chambers Case</td>
<td>(1978)</td>
</tr>
</tbody>
</table>

**FEMINIST JURISPRUDENCE**

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estrich, Susan</td>
<td>Real Rape</td>
<td>(1987)</td>
</tr>
<tr>
<td>Gilligan, Carol</td>
<td>In a Different Voice: Psychological Theory and Women’s Development</td>
<td>(1982)</td>
</tr>
<tr>
<td>Glendon, Mary Ann</td>
<td>Abortion and Divorce in Western Law</td>
<td>(1987)</td>
</tr>
<tr>
<td>Steiner, Gilbert</td>
<td>Constitutional Equality: The Political Fortunes of the Equal Rights Amendment</td>
<td>(1985)</td>
</tr>
<tr>
<td>Tribe, Laurence</td>
<td>Abortion: The Class of Absolutes</td>
<td>(1990)</td>
</tr>
<tr>
<td>Weddington, Sarah</td>
<td>A Question of Choice</td>
<td>(1993)</td>
</tr>
</tbody>
</table>

**FICTION**

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Becker, Stephen</td>
<td>Covenant with Death</td>
<td>(1965)</td>
</tr>
<tr>
<td>Cozzens, James G.</td>
<td>The Just and the Unjust</td>
<td>(1942)</td>
</tr>
<tr>
<td>Kafka, Franz</td>
<td>The Trial</td>
<td>(1937)</td>
</tr>
<tr>
<td>Kerr, Baine</td>
<td>Harmful Intent</td>
<td>(1999)</td>
</tr>
<tr>
<td>Morris, Norval</td>
<td>The Brothel Boy: And Other Parables of the Law</td>
<td>(1994)</td>
</tr>
<tr>
<td>Traver, Robert</td>
<td>Anatomy of a Murder</td>
<td>(1958)</td>
</tr>
</tbody>
</table>

**HISTORY OF LAW**

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blackstone, William</td>
<td>Commentaries (jurisprudence sections)</td>
<td>(1976)</td>
</tr>
<tr>
<td>Campbell, John</td>
<td>The lives of the chief justices of England (any one life)</td>
<td>(1873)</td>
</tr>
<tr>
<td>Campbell, John</td>
<td>Lives of the Lord Chancellors (any one life)</td>
<td>(1847)</td>
</tr>
<tr>
<td>Dershowitz, Alan</td>
<td>The Genesis of Justice</td>
<td>(2001)</td>
</tr>
<tr>
<td>Gilmore, Grant</td>
<td>The Ages of American Law</td>
<td>(1977)</td>
</tr>
<tr>
<td>Gray, John Chipman</td>
<td>Nature and Sources of the Law</td>
<td>(1909)</td>
</tr>
<tr>
<td>Holland, Thomas</td>
<td>The Elements of Jurisprudence</td>
<td>(1916)</td>
</tr>
<tr>
<td>Holmes, Oliver</td>
<td>Common Law</td>
<td>(1881)</td>
</tr>
</tbody>
</table>
# JURISPRUDENCE READING LIST

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nunez &amp; Marx</td>
<td>And Justice for All: The Legal Rights of Young People</td>
<td>(1997)</td>
</tr>
<tr>
<td>Plucknett, Theodore</td>
<td>A Concise History of the Common Law*</td>
<td>(1956)</td>
</tr>
<tr>
<td><em>Three book reports may be written for this title.</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pound, Roscoe</td>
<td>Interpretation of Legal History</td>
<td>(1923)</td>
</tr>
<tr>
<td>Radin, Max</td>
<td>Anglo-American Legal History</td>
<td>(1936)</td>
</tr>
</tbody>
</table>

## INDIAN LAW

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kluger, Richard</td>
<td>The Bitter Waters of Medicine Creek: A Tragic Clash Between White and Native America</td>
<td>(2011)</td>
</tr>
<tr>
<td>Pevar, Stephen</td>
<td>The Rights of Indians and Tribes</td>
<td>(1992)</td>
</tr>
</tbody>
</table>

## INTERNATIONAL LAW

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bedford, Sybille</td>
<td>The Faces of Justice</td>
<td>(1961)</td>
</tr>
<tr>
<td>Kassindja &amp; Bashir</td>
<td>Do They Hear You When You Cry</td>
<td>(1998)</td>
</tr>
<tr>
<td>Musmanno, Michael</td>
<td>Verdict!</td>
<td>(1954)</td>
</tr>
<tr>
<td>Power, Samantha</td>
<td>A Problem from Hell: America and the Age of Genocide</td>
<td>(2002)*</td>
</tr>
<tr>
<td>Tusa &amp; Tusa</td>
<td>The Nuremberg Trial</td>
<td>(1986)</td>
</tr>
</tbody>
</table>

## JUDICIAL INTERPRETATION

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardozo, Benjamin</td>
<td>The Growth of the Law</td>
<td>(1924)</td>
</tr>
<tr>
<td>Cardozo, Benjamin</td>
<td>The Nature of the Judicial Process</td>
<td>(1921)</td>
</tr>
<tr>
<td>Fuller, Lon</td>
<td>The Law In Quest of Itself</td>
<td>(1966)</td>
</tr>
<tr>
<td>Hohfeld, Wesley</td>
<td>Fundamental Legal Conceptions as Applied in Judicial Reasoning, pp. 23-114</td>
<td>(1920)</td>
</tr>
<tr>
<td>Murphy, Walter</td>
<td>Elements of Judicial Strategy</td>
<td>(1964)</td>
</tr>
<tr>
<td>Murphy, Walter</td>
<td>Wiretapping on Trial: A Case Study in the Judicial Process</td>
<td>(1965)</td>
</tr>
<tr>
<td>Scalia, Antonin</td>
<td>A Matter of Interpretation</td>
<td>(1997)</td>
</tr>
</tbody>
</table>

## LITIGATION AND TRIAL

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Couric, Emily</td>
<td>The Trial Lawyers</td>
<td>(1988)</td>
</tr>
<tr>
<td>Hans &amp; Vidmar</td>
<td>Judging the Jury</td>
<td>(1986)</td>
</tr>
<tr>
<td>Kalven &amp; Ziesel</td>
<td>The American Jury</td>
<td>(1966)</td>
</tr>
<tr>
<td>Lief, Caldwell, Bycel</td>
<td>Ladies and Gentlemen of the Jury</td>
<td>(1998)</td>
</tr>
<tr>
<td>Spence, Gerry</td>
<td>How to Argue and Win Every Time</td>
<td>(1996)</td>
</tr>
<tr>
<td>Spence, Gerry</td>
<td>Win Your Case: How To Present, Persuade and Prevail</td>
<td>(2006)</td>
</tr>
<tr>
<td>Wellman, Francis</td>
<td>The Art of Cross-Examination</td>
<td>(2007)</td>
</tr>
</tbody>
</table>

## MEDICINE AND THE LAW

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annas, George J.</td>
<td>Judging Medicine</td>
<td>(1988)</td>
</tr>
</tbody>
</table>
## WSBA APR 6 LAW CLERK PROGRAM

### JURISPRUDENCE READING LIST

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Merry &amp; McCall Smith</td>
<td>Errors, Medicine and the Law</td>
<td>(2001)</td>
</tr>
<tr>
<td>Werth, Barry</td>
<td>Damages</td>
<td>(2010)</td>
</tr>
</tbody>
</table>

### PHILOSOPHY AND LOGIC

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cardozo, Benjamin</td>
<td>Paradoxes of Legal Science</td>
<td>(1928)</td>
</tr>
<tr>
<td>Cohen, Morris</td>
<td>Law and Social Order</td>
<td>(1933)</td>
</tr>
<tr>
<td>Dworkin, Ronald</td>
<td>Taking Rights Seriously</td>
<td>(1977)</td>
</tr>
<tr>
<td>Frank, Jerome</td>
<td>Law and the Modern Mind</td>
<td>(1930)</td>
</tr>
<tr>
<td>Howard, Philip</td>
<td>The Death of Common Sense</td>
<td>(1995)</td>
</tr>
<tr>
<td>Llewellyn, Karl</td>
<td>A Realistic Jurisprudence: The Next Step</td>
<td>(1930)</td>
</tr>
<tr>
<td>Radin, Max</td>
<td>The Law and Mr. Smith</td>
<td>(1938)</td>
</tr>
<tr>
<td>Rawls, John</td>
<td>A Theory of Justice</td>
<td>(1971)</td>
</tr>
</tbody>
</table>

### POLITICAL SCIENCE, POLITICAL PROCESS, POLITICAL ADVOCACY

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemerinsky, Erwin</td>
<td>The Conservative Assault on the Constitution</td>
<td>(2010)</td>
</tr>
<tr>
<td>de Tocqueville, Alexis</td>
<td>Democracy in America</td>
<td>(1835)</td>
</tr>
<tr>
<td>Edelman, Murray</td>
<td>The Symbolic Use of Politics</td>
<td>(1964)</td>
</tr>
<tr>
<td>Glendon, Mary Ann</td>
<td>A Nation Under Lawyers</td>
<td>(1994)</td>
</tr>
<tr>
<td>Higgenbotham, Leon</td>
<td>In the Matter of Color: Race and the American Legal Process</td>
<td>(1978)</td>
</tr>
<tr>
<td>Navasky, Victor</td>
<td>Kennedy Justice</td>
<td>(1971)</td>
</tr>
<tr>
<td>Neier, Aryeh</td>
<td>Defending My Enemy</td>
<td>(1979)</td>
</tr>
<tr>
<td>Nozick, Robert</td>
<td>Anarchy, State &amp; Utopia</td>
<td>(1977)</td>
</tr>
<tr>
<td>Sikkink, Katherine</td>
<td>The Justice Cascade: How Human Rights Prosecutions are Changing World Politics</td>
<td>(2011)</td>
</tr>
<tr>
<td>Toobin, Jeffrey</td>
<td>The Oath: The Obama White House and the Supreme Court</td>
<td>(2012)</td>
</tr>
<tr>
<td>Valof, David Alistair</td>
<td>Presidential Politics and the Selection of Supreme Court Justices</td>
<td>(1999)</td>
</tr>
</tbody>
</table>

### UNITED STATES HISTORY

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch, Taylor</td>
<td>Parting the Waters: America in the King Years 1954 - 1963</td>
<td>(1988)</td>
</tr>
<tr>
<td>Dwyer, William L.</td>
<td>In the Hands of the People: The Trial Jury’s Origins</td>
<td>(2002)</td>
</tr>
<tr>
<td>Fine, Sidney</td>
<td>Violence in the Model City...The Detroit Riot of 1967</td>
<td>(1989)</td>
</tr>
<tr>
<td>Friedman, Lawrence</td>
<td>Law in America: A Short History</td>
<td>(2002)</td>
</tr>
<tr>
<td>Garrow, David J.</td>
<td>The FBI and Martin Luther King, Jr.</td>
<td>(1981)</td>
</tr>
<tr>
<td>Hoffer, Peter</td>
<td>A Nation of Laws: America’s Imperfect Pursuit of Justice</td>
<td>(2010)</td>
</tr>
<tr>
<td>Jackson, Robert</td>
<td>The Struggle for Judicial Supremacy</td>
<td>(1941)</td>
</tr>
</tbody>
</table>
# WSBA APR 6 LAW CLERK PROGRAM
## JURISPRUDENCE READING LIST

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walzer, Michael</td>
<td>Just and Unjust Wars, a Moral Argument with Historical Illustrations</td>
<td>(1992)</td>
</tr>
</tbody>
</table>

### UNITED STATES SUPREME COURT

<table>
<thead>
<tr>
<th>Author</th>
<th>Title</th>
<th>Year of Original Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Danelski, David</td>
<td>A Supreme Court Justice is Appointed</td>
<td>(1964)</td>
</tr>
<tr>
<td>Irons &amp; Guitton</td>
<td>May it Please the Court</td>
<td>(1993)</td>
</tr>
<tr>
<td>Lawson, Don</td>
<td>Landmark Supreme Court Cases</td>
<td>(1987)</td>
</tr>
<tr>
<td>O’Connor, Sandra Day</td>
<td>Out of Order: Stories from the History of the Supreme Court</td>
<td>(2013)*</td>
</tr>
<tr>
<td>Rehnquist, William</td>
<td>The Supreme Court: How It Was -- How It Is</td>
<td>(1987)</td>
</tr>
<tr>
<td>Schwarz, Bernard</td>
<td>History of the Supreme Court</td>
<td>(1993)</td>
</tr>
<tr>
<td>Toobin, Jeffrey</td>
<td>The Nine: Inside the Secret World of the Supreme Court</td>
<td>(2007)</td>
</tr>
<tr>
<td>Woodward &amp; Armstrong</td>
<td>The Brethren: Inside the Supreme Court</td>
<td>(2005)*</td>
</tr>
</tbody>
</table>

*Approved 2/7/2014*
Appendix H

One member of the Committee has listed the individuals who do not have a bachelor’s degree.34 Those individuals are:

- Bill Gates - Microsoft
- Mark Zuckerberg - Facebook
- Ellen DeGeneres - Media
- Ted Turner - Turner Broadcasting/CNN
- Anna Wintour - Vogue
- Larry Ellison - Oracle
- Russell Simmons - Def Jam
- Steve Jobs - Apple
- Rachael Ray - Media
- David Geffen - Geffen Records
- Paul Allen - Microsoft
- John D. Rockefeller - Standard Oil
- Dave Thomas - Wendy’s
- Kevin Rose - Digg
- Ted Turner – Founder of CNN
- Anthony Robbins – Motivational speaker
- Joel Osteen – Pastor
- Soichiro Honda – Founder of Honda
- Jan Koum – Co-founder of WhatsApp
- Frederick Henry Royce – Founder of Rolls Royce
- Amadeo Peter Giannini – Founder of the Bank of America
- George Eastman – Founder of Kodak

• Orville and Wilbur Wright – Inventors of the aeroplane
• Thomas Edison – Inventor incandescent bulb, phonograph
• Lee Byung-chul – Founder of Samsung
• Sir Richard Branson – Founder of the Virgin Group
• Ray Kroc – McDonalds
• Colonel Harland David Sanders – KFC
• Ralph Lauren – Fashion designer
• Frederick Laker – Airline entrepreneur
• Milton Hershey – Hershey chocolate
• Jack Dorsey – Co-founder of Twitter
• Travis Kalanick – Founder of Uber
• Mary Kay Ash – Founder of Mary Kay Cosmetics
• Michael Dell – Founder of Dell Computers
• F. Scott Fitzgerald – Writer
• Vidal Sassoon – Hairstylist
• Michael Faraday – Scientist
• John D. Rockefeller Sr. – Oil tycoon (high school dropout)
• Walt Disney – Founder of Disney (high school dropout)
• Ingvar Kampard – Ikea founder
• Oprah Winfrey – Media mogul
• George Washington – First American president
• Abraham Lincoln – 16th U.S. president
• Albert Einstein – Nobel Laureate in Physics
• Henry Ford – Founder of Ford Motor Company
• Folorunso Alakija – Entrepreneur and fashion designer
• TD Jakes – Pastor and movie producer
• Jack Cohen – Founder of Tesco (elementary education only)
• DeWitt Wallace – Founder of Reader’s Digest
• Tom Anderson – Founder of MySpace (High School dropout)
• Tyler Perry – Movie producer (High School dropout)
• Rush Limbaugh – Radio presenter
• Richard DeVos – Co-founder of Amway
• Kevin Kelly – Co-founder of Wired Magazine
• James Cameron – Movie producer
• Nikola Tesla – Inventor
• Haim Saban – Media mogul and creator of Power Rangers
• Shawn Fanning – Napster
• Frank Lloyd Wright – Iconic architect
• Pete Cashmore – Founder of Mashable
• Alex Ferguson – Legendary English football manager
• Hiroshi Yamauchi – Founder of Nintendo
• Roman Abramovich – Entrepreneur and owner of Chelsea football club
• Marcus Loew – Pioneer founder MGM/Loew’s Theatres
• Jim Rohn – Pioneer of the self-help industry
• Jeremy Corbyn – Politician (Leader of Labour Party)
• Malcolm X – African American activist
• David Green – Founder of Hobby Lobby
• Steve Wozniak – Co-founder of Apple
• Sir John Major – British politician (Prime Minister)
• Femi Otedola – Businessman
• Amancio Ortega – Founder of Zara clothing (high school dropout)
• Lex Wexner – Business tycoon
• Charles Dickens – Writer
• David Ogilvy – Marketing guru
• Helena Rubinstein – Beauty entrepreneur
• Madam C. J. Walker – 1st self-made millionaire in America
• Sir Alan Sugar – British entrepreneur
• Ty Warner – Founder of Beanie Babies
• Arash Ferdowsi – Founder of Dropbox
• Ansel Adams - Legendary photographer (high school dropout)
• Billy Joe “Red” McCombs – Business leader
• Zhou Qunfei – Businesswoman
• Louis Farrakhan – Activist
• Subhash Chandra – India media tycoon (high school dropout)
• Gautam Adani – Business leader
• Matt Mullenweg – Founder of WordPress
• Wayne Huizenga – Founder of Blockbusters
• Larry Ellison – Co-founder of Oracle
• Daniel Ek – Co-founder of Spotify
• David Neeleman – Founder of JetBlue airlines
• President Muhammadu Buhari – Nigerian president
• Evan Williams – Co-founder of Twitter
• David Karp – Founder of Tumblr
• Gabrielle “Coco” Chanel
• Dhirubhai Ambani – Indian business tycoon
• Julian Paul Assange – Wikileaks
• Li Ka-Shing – Business tycoon
• John Mackey – Founder of Whole Foods
• Simon Cowell – Music entrepreneur
• Mark Burnett – TV producer
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: November 17, 2018
From: Policy and Governance Committee
Re: Oregon New Lawyers Division

Action Recommended

1. Approve the proposed ONLD program changes and amend the Oregon New Lawyer Division (ONLD) Bylaws to reflect those changes.

2. Approve creation of the ONLD CLE, Membership, Access to Justice, and Student Outreach Standing Committees.

3. Approve housekeeping amendments to the ONLD Bylaws.

Overview of ONLD Program Review

The Policy & Governance Committee (“PGC”) began its review of the ONLD in June 2017, with an overview of its mission, goals, structure, and activities, and some areas for possible discussion.

Thereafter, the President asked that a survey of the Oregon new lawyer membership be done in preparation for a discussion of the OSB new lawyer programming at the November 2017 retreat. The ONLD Executive Committee was asked for feedback in developing questions for the survey, and the survey was conducted in the fall of 2017. The results of the survey were presented and discussed at the Board’s retreat in November.

Rather than move forward with its program review at that point, the board decided to provide the ONLD with an opportunity to consider the survey results and to develop recommendations regarding a number of issues discussed during the Board’s retreat. In particular, the board sought feedback from the ONLD about: whether the ONLD mission, goals, and programming are well-aligned with the mission and goals of the Oregon State Bar; whether the structure and funding of the ONLD ought to be changed, and; whether all bar committees and sections ought to have an ex officio ONLD member or a seat reserved specifically for a new lawyer.

On April 20, 2018, the ONLD presented its recommendations to a joint meeting of the Policy & Governance Committee and the Budget & Finance Committee. The ONLD memo is attached. A second joint meeting of the Policy & Governance Committee and the Budget & Finance Committee was held in May, during which time the ONLD budget was discussed in detail. Thereafter, the PGC devoted substantial time at each of its subsequent meetings in June, July and September, to discuss the ONLD recommendations.

Recommendations

The Policy & Governance Committee has nearly completed its review of the Oregon New Lawyers Division. It now recommends the following:
1. The ONLD should remain a Division, funded with general membership fees, and retain the current membership criteria.

The PGC was swayed by ONLD arguments regarding the value of the division structure and not imposing additional fees on new lawyers. In addition, the ONLD Executive Committee showed good faith and stewardship of member fees by proposing a reduction in program expenses of approximately $20,000. This budget proposal was submitted to the Budget & Finance Committee and approved. The budget will be submitted to the BOG for approval at the November 2018 BOG meeting.

2. Adopt the following mission and goals for the ONLD:

**Mission**
The mission of the Oregon New Lawyers Division is to assist new lawyers with the transition to practicing law in Oregon and to engage and leverage new lawyers in support of the mission, functions, and values of the Oregon State Bar.

**Goals**
- ONLD members understand the mission, functions and values of the Oregon State Bar and participate in its leadership, programs, services, and activities;
- Assist new lawyers with the transition to practicing law in Oregon;
- ONLD members have opportunities to use their unique talents and perspectives to explore development of services and activities that advance the mission, functions and values of the Oregon State Bar;
- The sharing of information and ideas about the challenges and opportunities for ONLD members in the legal profession.

3. Require Board approval of ONLD standing committees. Approve new ONLD standing committees.

In order to provide greater oversight of the ONLD, the PGC concluded that the ONLD bylaws should be amended to require BOG approval to create standing committees. And, in order to ensure that the ONLD’s programming is well-aligned with its mission and goals, the PGC is recommending that the BOG approve the creation of the ONLD CLE, Membership, Access to Justice, and Student Outreach Standing Committees. The general goals and specific responsibilities, as well as proposed outcomes are attached hereto.

4. Create a liaison position for ONLD leadership on select committees and sections

The PGC is also recommending the creation of a liaison position for ONLD leadership on select committees and sections that have particular relevance to new lawyers and the work of the ONLD. The ONLD currently has a liaison position on the Loan Repayment Assistance Program Committee (LRAP), the Pro Bono Committee and the Advisory Committee on Diversity and Inclusion (ACDI). In addition to these committees, the PGC decided to recommend that an ONLD Executive Committee member liaison position on the following: Solo and Small Firm Executive Committee; Minimum Continuing Legal Education (MCLE) Committee; Quality of Life Committee; Public Service Advisory Committee, and; Legal Services Committee. The purpose of creating this liaison position is to promote useful and effective partnerships and help avoid duplication of efforts.
5. Approve additional housekeeping amendments to the ONLD bylaws.

The ONLD bylaws include a number of provisions and processes that are antiquated and do not reflect the manner in which the ONLD has actually operated for decades. The PGC is recommending that these provisions be removed from the ONLD bylaws.

The Policy and Governance Committee has one decision point remaining in its ONLD review—the ONLD leadership selection process. The PGC will be discussing at its meeting on November 17 how to provide for a more transparent and inclusive ONLD leadership selection process, as required in the Diversity Action Plan Membership Sphere, Goal 3, Strategy 2, Action 3.2.2. The PGC has a proposal for amendments to Article 6 of the ONLD bylaws and the addition of a section 7.3, which are included in the attached redline of the ONLD bylaws. It will be making a decision about how to proceed regarding that proposal at its meeting on November 17.

**Options**

1. Approve the proposed ONLD program recommendations and amend the ONLD Bylaws as recommended in the attached redline version of the ONLD bylaws to reflect those changes.

2. Approve the proposed ONLD program recommendations and amend the ONLD Bylaws as recommended in the attached redline version of the ONLD bylaws to reflect those changes, except for those bylaws relating to the leadership selection process in Article 6 and section 7.3.

3. Approve the proposed housekeeping amendments to the ONLD bylaws.

4. Approve creation of the ONLD CLE, Membership, Access to Justice, and Student Outreach Standing Committees.

5. Ask the Policy and Governance Committee to discuss further and bring back alternate proposals on any one or all of its recommendations.

Attachments:

- Redline version of ONLD bylaws
- Clean version of ONLD bylaws
- ONLD Continuing Legal Education Committee
- ONLD Membership Committee
- ONLD Access to Justice Committee
- ONLD Student Outreach Committee
- 2018.04.20 ONLD Memo to Policy & Governance Committee
# New Lawyers Division Bylaws

## Table of Contents

1. Article 1. Name, Purpose, Mission and Fiscal Year ......................................................... 4
   1.1 Name. .................................................................................................................. 4
   1.2 Purpose, Mission. ............................................................................................. 4
   1.3 Public Office. ................................................................................................... 4
   1.4 Fiscal Year. ....................................................................................................... 4
   1.5 Bar Policies. ..................................................................................................... 5

2. Article 2. Membership and Dues .................................................................................... 5
   2.1 Members............................................................................................................. 5
   2.2 Associate Members. ......................................................................................... 5
   2.3 Dues. ................................................................................................................ 5
   2.4 Associate Member Participation in Division Business....................................... 5

3. Article 3. Division Executive Committee ....................................................................... 5
   3.1 Composition. ..................................................................................................... 5
   3.2 Duties. ............................................................................................................... 6
   3.3 Majority Vote, Quorum. .................................................................................. 6
   3.4 Meetings................................................................. 6
   3.5 Action Between Meetings. ............................................................................. 6
   3.6 Membership Votes. ......................................................................................... 6
   3.7 Compensation.................................................................................................. 6
   3.8 Removal. .......................................................................................................... 6
   3.9 Rescission........................................................................................................ 6

4. Article 4. Officers......................................................................................................... 7
   4.1 Composition................................................................. 7
   4.2 Chairperson................................................................. 7
   4.3 Chairperson-Elect................................................................. 7
   4.4 Secretary......................................................................................................... 7
   4.5 Treasurer. ....................................................................................................... 7

5. Article 5. Meetings ..................................................................................................... 8
   5.1 Open Meetings ............................................................................................... 8
   5.2 Meeting......................................................................................................... 8
   5.3 Special Meetings............................................................................................. 8

Current versions of this document are maintained on the OSB website: www.osbar.org
Article 11. Amendments To Bylaws.................................................................................................................. 13
  11.1 Amendments by BOG......................................................................................................................... 13
  11.2 Amendments by Division..................................................................................................................... 13
OSB New Lawyers Division Bylaws (Revised 4/2011)

Article 1.

Name, Purpose-Mission and Fiscal Year

1.1 Name.
The name of this organization shall be the Oregon New Lawyers Division (“Division”) of the Oregon State Bar (“Bar”).

1.2 Mission/Purposes.
The mission of the Oregon New Lawyers Division supports the mission and values of the Oregon State Bar by assisting new lawyers with the transition to practicing law in Oregon; and to engage and leverage new lawyers in support of the mission, functions, and values of the Oregon State Bar; promoting respect for the rule of law and access to justice; and promoting diversity and professionalism among new lawyers and law students.

The purposes of the Division shall be to encourage new lawyers to participate in the activities of the bar, to conduct programs of value to new lawyers and law students, to promote public awareness of and access to the legal system, and to promote professionalism among new lawyers in Oregon.

1.3 Functions/Goals.
The functions/goals of the Oregon New Lawyers Division shall be:

(a) to encourage the interest and participation of ONLD members in the mission, purpose and values of the Oregon State Bar;

(b) to aid and promote the advancement of ONLD members in the activities of the Oregon State Bar;

(c) to assist new lawyers with the transition to practicing law in Oregon;

(d) to foster among ONLD members the principles of professionalism, duty, and service to the public;

(e) to provide ONLD members with an opportunity to participate in leadership opportunities and activities directed toward improving the public's access to justice;

(f) to foster discussion and interchange of ideas among ONLD members relating to the duties, responsibilities, and problems of ONLD members; and

(g) to provide a full and complete program of activities and projects in those areas of the Oregon State Bar in which ONLD members are particularly suited.

1.4 Public Office.
The Division shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

1.5 Fiscal Year.
The fiscal year of the Division shall coincide with the fiscal year of the Bar.

Current versions of this document are maintained on the OSB website: www.osbar.org
1.65 Bar Policies.

The Division shall comply with the policies of the Board of Governors of the Bar that apply to sections, except as otherwise provided in these bylaws.

Article 2.

Membership and Dues

2.1 Members.

Each member of the Bar shall be eligible to be a member of the Division until the last day of the Division’s fiscal year in which such member attains the age of thirty-six (36) years or until the last day of the sixth full fiscal year in which any such member has been admitted to practice in this state, whichever is later. All eligible members of the Bar shall automatically be members of the Division, unless and until membership dues are assessed under this Article, in which case all eligible members of the Bar who pay the Division membership dues shall be members of the Division.

2.2 Associate Members.

Any law student presently attending an ABA accredited law school in Oregon shall automatically be considered an associate member of the Division without payment of dues. Individual students at other ABA accredited schools shall be associate members upon written request.

2.3 Dues.

Membership dues may be set by the membership of the Division at the annual meeting of the Division, subject to subsequent approval of the Board of Governors. Membership dues shall not be prorated for any portion of a year. The Executive Committee may establish free or discounted membership rates for new admittees or for attorneys with incomes below a specified level. If assessed, membership dues shall be collected annually by the Bar with Bar membership fees.

2.34 Associate Member Participation in Division Business.

Associate members may not serve as voting members of the Executive Committee and may not vote at Division meetings. However, they may serve on any Division Standing Committee or Special Committee.

Article 3.

Division Executive Committee

3.1 Composition.

The Executive Committee shall be composed of eleven Division members. There shall be one Executive Committee position for each of the following seven (7) regions.

Region 1:


Region 2:

Lane County.

Region 3:

Coos, Curry, Douglas, Jackson, Klamath and Josephine Counties.

Region 4:

Clatsop, Columbia, Lincoln, Tillamook, Washington, and Yamhill Counties.

Region 5:

Current versions of this document are maintained on the OSB website: www.osbar.org
Multnomah County.
Region 6:
Benton, Linn, Marion, and Polk Counties.
Region 7:
Clackamas County.

The remaining four Executive Committee members shall be elected at-large by the Division membership. In addition, the past Chairperson shall serve as a non-voting member of the Executive Committee, whether or not he or she falls within the membership criteria of Article 2.

3.2 Duties.

The Executive Committee shall supervise and control the affairs of the Division subject to these bylaws and the bylaws and policies of the Board of Governors of the Bar.

3.3 Majority Vote, Quorum.

A quorum consisting of a majority of the Executive Committee, not including the past chairperson, shall be required to conduct its business. Action of the Executive Committee shall be by majority vote.

3.4 Meetings.

The Chairperson may, and upon the request of three members of the Executive Committee shall, call meetings of the Executive Committee.

3.5 Action Between Meetings.

Between meetings of the Division, the Executive Committee shall have full power to do and perform all acts and functions that the Division itself might perform. The Executive Committee shall provide a summary of such actions at the next meeting of the Division membership.

3.6 Membership Votes.

The Executive Committee may direct that a matter be submitted to the members of the Division for a vote by mail, electronic vote or for a vote at any Division meeting.

3.7 Compensation.

No salary or compensation for services shall be paid to any member of the Executive Committee or member of any other committee (with the exception of the Editor and other staff of a Division newsletter (if applicable)). Reimbursement may be allowed for travel and other out-of-pocket expenses for members of the Executive Committee and members of all Division standing and special committees.

3.8 Removal.

Executive Committee members missing two consecutive Executive Committee meetings or three of eight consecutive Executive Committee meetings may be removed from office by majority vote of the Executive Committee members. Executive Committee members who are suspended from membership in the Oregon State Bar may be removed at any time during the period of suspension by a two-thirds majority of the Executive Committee members or by a two-thirds majority of members voting at the Division’s annual business meeting.

3.9 Rescission.

The membership of the Division shall have the right to rescind or modify any action or decision by the Executive Committee, except for filling a vacancy in the position of Officer or Executive Committee member, and also may instruct the Executive Committee as to future action. The Executive Committee shall be bound by any such action of the membership. The right of the membership to direct, modify, or rescind an act of the Executive Committee shall not include power to invalidate contracts or payments previously made under

Current versions of this document are maintained on the OSB website: www.osbar.org
direction of the Executive Committee. Any vote to direct, modify, or rescind an action of the Executive Committee must be taken at a meeting at which two-thirds of members present vote in favor of the motion.

Article 4.
Officers

4.1 Composition.

The officers of the Division shall be a Chairperson, a Chairperson-Elect, a Secretary, a Treasurer and such other officers as may be determined to be necessary by the membership. The officers shall be elected from among the Executive Committee members.

4.2 Chairperson.

The Chairperson, or the Chairperson-Elect in the absence of the Chairperson, shall preside at all meetings of the Division and of the Executive Committee. The Chairperson shall appoint the chairperson and members of all committees of the Division pursuant to Article 7; plan and monitor the programs of the Division; keep the Executive Committee duly informed and carry out its decisions; and perform such other duties as may be designated by the Executive Committee. The Chair shall serve as an ex-officio delegate to the Oregon State Bar House of Delegates.

4.3 Chairperson-Elect.

The Chairperson-Elect shall aid the Chairperson in the performance of his or her responsibilities, and shall perform such further duties as may be designated by the Executive Committee. In the event of the death, disability, or resignation of the Chairperson, the Chairperson-Elect shall perform the duties of the Chairperson for the remainder of the Chairperson’s term or disability. The Chairperson-Elect shall automatically become the Chairperson immediately following the annual election of officers.

4.4 Secretary.

The Secretary shall maintain all books, papers, documents and other property pertaining to the work of the Division, and shall keep a true record of proceedings of all meetings of the Division and of the Executive Committee. Typed minutes of all meetings of the Division and of the Executive Committee shall be distributed to all members of the Executive Committee as soon as possible but no later than fourteen (14) days (excluding weekends and holidays) after the meeting and shall be subject to amendment and approval at the next Executive Committee Meeting. In addition, the Chairperson or Secretary shall, whenever possible, distribute notice of scheduled Executive Committee meetings to all Executive Committee members at least ten (10) days (excluding weekends and holidays) prior to such meeting. Minutes and agendas distributed to Executive Committee Members shall be contemporaneously provided to the Bar.

4.5 Treasurer.

The Treasurer shall keep an accurate record of all receipts and expenditures approved by the Division; shall report on the Division’s present and projected financial condition at each meeting of the Division Executive Committee; prepare, in conjunction with the Bar staff administrator, an annual projected budget for approval by the Executive Committee; and submit a report of the Division’s financial affairs and financial condition to the members at the Division annual business meeting. The budget shall then be submitted to the Board of Governors for its approval no later than September 1. The treasurer shall submit any requests for general Bar funding to the Board of Governors no later than September 30 of the year prior to the fiscal year for which such funds are requested.
Article 5. Meetings

5.1 Open Meetings.
The Division (including meetings of the Executive Committee) is subject to the Public Meetings Law. Therefore, the bar shall be notified twenty (20) days in advance (excluding weekends and holidays) of Division meetings. If 20 days' notice is not practical, notice shall be given as soon as possible. Reasonable notice shall be given to Division members of all Division meetings.

5.2 Meeting.
Each year there shall be at least one membership meeting for the purpose of conducting Division business, which meeting shall be known as the Division annual business meeting. The Division annual business meeting may be held in conjunction with the annual meeting of the Bar at a time and place to be coordinated with the Bar’s Executive Director, or on any other date shall be held no later than November 15.

5.3 Special Meetings.
Special meetings of the Division may be scheduled from time to time by the Executive Committee.

5.4 Action.
Action at a meeting of the Division membership shall be by a majority of those members present and voting. At least six members who maintain offices in at least three different regions must be present to establish a quorum at a meeting of the Division membership.

5.5 Floor vote.
During the meetings described in the preceding two paragraphs, the Division membership at large may call any matter to the floor upon the vote of the majority of the members who are present.

5.6 Rules.
Except as otherwise provided herein, all meetings of the Division shall be conducted in accordance with the then current version of Roberts Rules of Order.

Article 6. Terms In Office And Elections

6.1 Limitation on Executive Committee Membership.
No member may be elected or appointed to serve on the Executive Committee for more than six years, except that a member who first serves an unexpired term shall be eligible for election or appointment to two full three year terms.

6.2 Term.
Each term of office to the Executive Committee shall begin January 1. Members of the Executive Committee shall serve three-year terms. The terms of office shall be staggered so that approximately one-third of the positions are up for election each year, as outlined below:

- Positions 1 and 2 (Region 1 and 2)
- Positions 3 and 4 (Region 3 and 4)
- Positions 5 and 6 (Region 5 and 6)

Current versions of this document are maintained on the OSB website: www.osbar.org
6.3 Vacancies.

Except as provided by Article 4.3, the Executive Committee shall fill by appointment any officer or Executive Committee position that becomes vacant. In doing so, the Executive Committee will solicit nominations from the ONLD membership for open positions. The Executive Committee shall review all applications and consider the diversity factors outlined in bylaw 6.9 when making appointments. However, if said the vacancy exists at the time of the annual meeting, it shall be filled by election.

6.4 Unexpired Term.

Any officer or Executive Committee member appointed to fill an unexpired term shall serve the unexpired period.

6.5 Eligibility for Executive Committee Membership.

No person shall be eligible for election or appointment to the Executive Committee unless that person is a member of the Division at the time of the election or appointment.

6.5.1 Effect of Article 2.1.

The fact that a person will not be eligible under Article 2.1 to remain a Division member for the entire term of office does not preclude that person from being appointed or elected to the Executive Committee. However, that person’s term will automatically be deemed vacant at the annual meeting which immediately precedes the end of that member’s eligibility for Division membership.

6.5.2 Regional Requirements.

At the time of election or appointment to a Regional position, and throughout the member’s term, the member’s principal office must be in that region, but subsequent moves during that term of office shall not result in disqualification.

6.6 Eligibility for Officers.

When elected, all officers must be Executive Committee Members who are eligible for Division membership through the entire term of office. In the case of the Chairperson-elect, the person selected must be eligible to remain a member of the Division through the Chairperson-elect’s term of office, and through his or her term as chairperson. However, a person may be selected for the Chair-elect position even though his or her term as an Executive Committee member will expire before the end of the term as Chairperson. He or she shall automatically be deemed to have been re-elected to the Executive Committee until the term as Chairperson ends, at which time the unexpired portion of the three-year Executive Committee term will be filled in accordance with Article 6.3.

6.7 Terms for Officers.

The term for each officer position shall be one year. The Chairperson-Elect shall automatically succeed to the office of Chairperson. No officer shall serve two successive terms in the same office, except the Treasurer, who may serve no more than two successive terms in office. Partial terms of office shall not be taken into account.
for purposes of the preceding sentence. No person shall simultaneously hold two offices for a period exceeding four months.

6.8 Nominating Committee.

At least ninety (90) days prior to the Division’s annual business meeting, the Executive Committee shall appoint a nominating committee of not less than three ONLDBar members and no more than three-fourths of whom may be on the Executive Committee. Unless excluded by reason of conflict of interest, the Chairperson, Chair-Elect and at least one other Executive Committee member shall serve on the nominating committee, with preference given to those Executive Committee members who have served the longest on the Executive Committee. The Executive Committee shall select the remaining member(s) of the nominating committee from the ONLD membership. Those persons who accept a position on the nominating committee and their relatives and partners are ineligible for nomination to a new term or position for the upcoming year. Nominating Committee members must relinquish their role as nominating committee members if they have any actual or apparent conflicts of interest with applicants who are being considered for nomination. At least 75 days before the annual meeting the nominating committee will solicit nominations from the ONLD membership for open executive committee positions. The nominating committee shall seek to fill vacant positions from the pool of applicants who have preferred the ONLD in the OSB volunteer recruitment process. The ONLD Nominating Committee shall report to the Executive Committee at least thirty (30) days or within a reasonable time prior to the Division’s annual business meeting, the names of all applicants considered and a recommendation for a slate of candidates consisting of one nomination for each Division position to be filled by election. The report shall include a discussion of the committee’s consideration of the factors set forth in Article 6.9. The nominating committee’s proposed slate of candidates for Executive Committee positions shall be submitted to the membership unless rejected by a majority of the Executive Committee. If the slate or a portion of it is rejected, the Executive Committee shall, at least 30 days prior to the election date, formulate the slate with the assistance of the nominating committee. The nominating committee’s proposed slate of officers shall automatically be submitted to the newly elected Executive Committee for its approval or rejection.

6.9 Diversity.

The Executive Committee and the nominating committee shall use reasonable efforts to elect, appoint or nominate members to the Executive Committee who reflect a reasonable, representative cross section of the Division’s membership, taking into account all relevant factors including, without limitation, the practice area, geographic, age, gender and ethnic make-up of the Division membership, culture, disability, ethnicity, gender and gender identity or expression, geographic location, national origin, practice area, race, religion, sex, sexual orientation, socioeconomic status, and veteran status. To the extent possible, no more than one person from the same law firm, company or public agency in the same department may serve on the Executive Committee at the same time.

6.10 Notice.

The report of the nominating committee shall be communicated by mail or electronically to the Division membership along with the notice of the time and place of the election at least fourteen (14) days (excluding holidays and weekends) in advance of such election. The notice may be consolidated with other communications of the Bar or its sections so long as the notice is reasonably calculated to reach all Division members prior to the election.

6.11 Election of Executive Committee Members.

Elections shall be conducted at the Division’s annual meeting, by mail, or electronically.

6.12 Election of Executive Committee Members at Annual Meeting.

If elections are conducted at the Division’s annual meeting, additional nominations may be made for any position from the floor. Elections for contested positions may be by written ballot or voice vote. Each contested position shall be set forth and voted upon separately. Elections shall be by plurality. All Division members may vote for all “at large” positions. For any given regional vacancy, only those Division members who maintain

Commented [HH11]: The ONLD Executive Committee was right to focus on this section to address concerns about the insularity of ONLD leadership. Staff suggests not using the term “conflict of interest” which is not defined by the bylaws and has multiple meanings, depending on the context. Instead, staff suggests “relatives and partners” or some similar descriptive phrase.

Commented [HH12]: This is a staff recommendation, intended to increase the size and diversity of the pool of candidates for leadership positions.

Commented [HH13]: This addition was suggested by the ACDI.

Commented [HH14]: The ACDI recommended deletion of the word “representative.”
OSB New Lawyers Division Bylaws (Revised 4/2011)

their principal office in that region may vote, with any ties to be broken by a plurality vote of the entire Division membership.

6.13 Election of Executive Committee Members by Mail or Electronically.

Upon approval of the Executive Committee, elections of Executive Committee members may be by written or electronic ballot sent to the Division membership provided the process allows: (1) for write-in votes, (2) that ballots are returned to an appropriate Division officer for tabulation and (3) that the results are certified to the Bar Center no later than November 15. candidacy for each regional representative to the Executive Committee shall be limited to those members who maintain their principal office in that region.

6.14 Election of Officers.

Officers shall be elected by a majority vote of the Executive Committee immediately prior to the annual election of Executive Committee Members and ratified at the Division Annual Meeting.

Article 7.

Committees

7.1 Standing Committees.

With approval of the Board of Governors, the Executive Committee may establish as many standing committees as it deems necessary and may set the names, functions, and length of service of those committees. The Chairperson of the Executive Committee, with the approval of the Executive Committee, shall appoint the Chairperson and members of the standing committees. The Executive Committee chairperson shall use the same reasonable efforts outlined in bylaw 6.8 when making recommendations for subcommittee chairperson. The standing committee chair may establish subcommittees to carry out the standing committee responsibilities.

7.2 Other Committees.

In addition to the standing committees as provided above, and also with approval of the Board of Governors, the Executive Committee may appoint as many special committees for particular purposes as the Division deems necessary and may set the name, function, and length of service of those committees. The Chairperson, with the approval of the Executive Committee, shall appoint the chairperson and members of all special committees using the same process outlined in bylaw 7.1. The special committee chair may establish subcommittees to carry out the special committee responsibilities.

7.3 Board of Governor Oversight

The Chairperson of the Executive Committee shall submit all annual committee appointments to the Board of Governors as soon as possible after appointments are made.

Article 8.

Representation Of The Oregon State Bar's Legislation and Public Policy Positions

8.1 Approval Required.

The Division may not present to the legislature or any individual, committee or agency thereof, a position or proposal or any bill or act, as the position of the Division without the majority approval of the Division Executive Committee and the prior approval of the Board of Governors, except as is provided in OSB Bylaw Section 12.4. Any position or proposal must be consistent with the Mission and Goals of the Division, as well as the guidelines set forth in OSB Bylaw 12.1. Except as provided below, the Division shall not present to the legislature, or any committee or agency thereof, a position or proposal or any bill or express any position of the Division without the majority approval of the Executive Committee and the approval of the Board of Governors. If the Division’s Legislative Committee requests the Executive Committee to take a position on a bill, and if it is reasonably necessary to act prior to the next regularly scheduled Executive Committee meeting, the officers of the Executive Committee may act upon the request. At least three officers shall be required to establish a quorum to take such action. Any one officer shall have the power to reject a proposed position and refer the matter instead to the Executive Committee.

Commented [HH15]: PGC decision regarding ONLD standing committees.

Commented [HH16]: This is a staff suggestion, intended to provide greater accountability and transparency in the ONLD appointment process. It would allow the ONLD to continue making its own appointments, but would require submission of those appointments to the BOG, so that the BOG could review and provide comment to the ONLD, similar to the process used for BBX appointments.

Commented [HH17]: Housekeeping.
8.2 Bar Approval Process.

During regular legislative sessions the Executive Committee may, by majority vote, tentatively approve a position on a bill if that position is consistent with the purposes Mission and Functions Goals of the Division. Rather than initiating legislation, the Division will have the ability with this process to object or defend bills already introduced or surfacing to the attention of the Division with minimal notice.

The proposed position shall be submitted to the Bar’s Public Affairs Director or the Chairperson of the Board of Governors’ Public Affairs Committee. After receipt of the proposal, the person to whom notice was given shall have up to 72 hours to notify the Division either (a) that the position is approved or (b) that the position is being submitted to the Public Affairs Committee for approval. If such notice is not given within 72 hours, or if the position is approved, it then becomes an official position of the Division and representatives of the Division may testify or make other appropriate statement. The Bar’s Public Affairs Director shall be kept informed about the status of such positions and related activities.

If the proposal is referred to the Public Affairs Committee, it shall determine, on behalf of the Board of Governors, whether or not it is in the best interests of the entire Bar (1) for the Bar to take an official position or (2) to allow the Division to take a position as requested.

Article 9.
Receipts And Expenditures

9.1 Dues.
Membership dues shall be collected by the Bar and any other receipts of the Division shall be remitted promptly to the Bar and placed in an account designated for use by the Division.

9.2 Assessments.
The Bar may regularly assess the Division an amount of money to cover both direct and indirect costs of Division activities performed by Bar staff.

9.3 Expenditures.
Expenditure of the balance of Division funds after such assessment shall be as determined by the Executive Committee, to be disbursed by the Bar’s Executive Director, or the Director’s designee, solely as authorized in writing by the Division’s Treasurer using forms and following procedures established by the Executive Director. If the Treasurer is unavailable for authorization, the Division Chairperson may authorize disbursement of Division funds followed by written notice of the action taken. Any reimbursement of expenses incurred by the Treasurer or by the Treasurer’s firm must be authorized in writing by the Division’s Chairperson. Expenditure of Division funds shall not be in excess of the available Division fund balance, nor shall expenditure be in violation of laws or policies generally applicable to the Bar.

9.4 Retention of Funds.
Division annual reserves, if any, shall be set and maintained as provided for in the Division’s annual budget as approved by the Board of Governors.

10.1 Minutes.
Minutes shall be kept of all meetings of the Executive Committee and of the Division and a copy of the minutes of each such meeting shall be promptly delivered to the Bar’s Executive Director CEO or ONLD staff administrator and to each member of the Executive Committee within fourteen (14) days (excluding weekends and holidays) of the meeting so recorded.

Commented [HH18]: Housekeeping.

Commented [HH19]: Housekeeping.
10.2 Request for BOG Action.

Whenever the Division desires to request action by the Board of Governors, the requested action shall be reflected in the minutes and shall in addition be set forth in a letter accompanying the minutes and delivered to the Board of Governors in care of the Executive Director/CEO. If the vote on the requested action is not unanimous, the votes for and against shall be set forth in the minutes and the dissenting members shall be afforded the opportunity to explain their positions.

10.3 Report.

Not later than December 1, the Chairperson shall file with the Bar’s Executive Director/CEO a concise report summarizing the activities of the current year and anticipated activities for the ensuing year, together with the full text of any proposed legislation. The report shall contain a description of the budget and expenditures for that year as well as the proposed budget for the next year. This information will be summarized by Bar staff and included with the Bar Annual Reports distributed to all active members each year.

10.4 Budget.

A proposed annual budget and proposed annual dues shall be provided to the Executive Director/CEO for approval by the Board of Governors no later than September 30th of the preceding year. If it contains a proposal for charging membership dues, the proposed annual budget shall be submitted to the Board of Governors no later than September 30th of the preceding year.

10.5 In Person Report.

The Chair or Chair-elect, in so much as possible, will attend Board of Governor meetings to make a report on Division activities and programs.

11.1 Amendments by BOG.

These bylaws may be amended by the Board of Governors. Notice of intent to so promulgate and pass bylaw amendments shall be given to the Executive Committee in sufficient time to allow review and comment. Bylaw amendments so passed by the Board of Governors become effective upon passage.

11.2 Amendments by Division.

The Division may make recommendations for bylaw amendments upon a majority vote of the Executive Committee. These bylaws may be amended by the Division by majority vote of the ONLD membership by ballot, or at any membership meeting of the Division by majority vote of the members present and voting. Notice of intent to propose amendment bylaws shall be publicized in a manner which is calculated to provide Division members with reasonable notice and opportunity to comment before the Division acts. Determination as to what notice is reasonable under any provision of these bylaws may take the cost of notification into account.

Current versions of this document are maintained on the OSB website: www.osbar.org
# New Lawyers Division Bylaws

## TABLE OF CONTENTS

### Article 1. Name, Mission and Fiscal Year

1.1 Name. .......................................................................................................................... 3
1.2 Mission. ..................................................................................................................... 3
1.3 Public Office. ............................................................................................................. 3
1.4 Fiscal Year. ................................................................................................................ 3
1.5 Bar Policies. .............................................................................................................. 3

### Article 2. Membership

2.1 Members. .................................................................................................................... 3
2.2 Associate Members. .................................................................................................. 4
2.3 Associate Member Participation in Division Business.............................................. 4

### Article 3. Division Executive Committee

3.1 Composition. ............................................................................................................... 4
3.2 Duties. ....................................................................................................................... 4
3.3 Majority Vote, Quorum. ............................................................................................ 4
3.4 Meetings. .................................................................................................................. 4
3.5 Action Between Meetings. ....................................................................................... 5
3.6 Membership Votes. ................................................................................................... 5
3.7 Compensation. ......................................................................................................... 5
3.8 Removal. .................................................................................................................. 5
3.9 Rescission. ............................................................................................................... 5

### Article 4. Officers

4.1 Composition. ............................................................................................................ 5
4.2 Chairperson. ............................................................................................................. 5
4.3 Chairperson-Elect. .................................................................................................. 5
4.4 Secretary. ................................................................................................................ 5
4.5 Treasurer. ............................................................................................................... 5

### Article 5. Meetings

5.1 Open Meetings. ....................................................................................................... 6
5.2 Meeting. .................................................................................................................. 6
5.3 Special Meetings. .................................................................................................... 6
5.4 Action....................................................................................................................... 6

Current versions of this document are maintained on the OSB website: www.osbar.org
5.5 Floor vote. .......................................................... Error! Bookmark not defined.
5.6 Rules .......................................................................................................................... 6

Article 6. Terms In Office And Elections ................................................................. 6

6.1 Limitation on Executive Committee Membership. ............................................. 6
6.2 Term .......................................................................................................................... 6
6.3 Vacancies ................................................................................................................... 7
6.4 Unexpired Term. ....................................................................................................... 7
6.5 Eligibility for Executive Committee Membership. ............................................ 7
6.6 Eligibility for Officers. ........................................................................................... 7
6.7 Terms for Officers. ................................................................................................. 7
6.8 Nominating Committee. ......................................................................................... 7
6.9 Diversity. .................................................................................................................. 8
6.10 Notice ..................................................................................................................... 8
6.11 Election of Executive Committee Members. ...................................................... 8
6.12 Election of Executive Committee Members at Annual Meeting. ...................... 8
6.13 Election of Executive Committee Members by Mail or Electronically ............... 8
6.14 Election of Officers. ............................................................................................. 8

Article 7. Committees ................................................................................................. 9

7.1 Standing Committees. ............................................................................................ 9
7.2 Other Committees .................................................................................................. 9

Article 8. Representation Of The Oregon State Bar's Position ................................. 9

8.1 Approval Required. ............................................................................................... 9

Article 9. Minutes And Reports ................................................................................ 9

10.1 Minutes. .............................................................................................................. 9
10.2 Request for BOG Action. ...................................................................................... 9
10.3 Report. .................................................................................................................. 10
10.4 Budget. ................................................................................................................ 10
10.5 In Person Report. ................................................................................................. 10

Article 11. Amendments To Bylaws ........................................................................ 10

11.1 Amendments by BOG. ....................................................................................... 10
11.2 Amendments by Division. ............................................................................... 10
Article 1.
Name, Mission and Fiscal Year

1.1 Name.
The name of this organization shall be the Oregon New Lawyers Division (“Division”) of the Oregon State Bar (“Bar”).

1.2 Mission.
The mission of the Oregon New Lawyers Division is to assist new lawyers with the transition to practicing law in Oregon and to engage and leverage new lawyers in support of the mission, functions, and values of the Oregon State Bar.

1.3 Goals.
The goals of the Oregon New Lawyers Division shall be:

1. ONLD members understand the mission, functions and values of the Oregon State Bar and participate in its leadership, programs, services, and activities;

2. Assist new lawyers with the transition to practicing law in Oregon;

3. ONLD members have opportunities to use their unique talents and perspectives to explore development of services and activities that advance the mission, functions and values of the Oregon State Bar;

4. The sharing of information and ideas about the challenges and opportunities for ONLD members in the legal profession.

1.4 Public Office.
The Division shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

1.5 Fiscal Year.
The fiscal year of the Division shall coincide with the fiscal year of the Bar.

1.6 Bar Policies.
The Division shall comply with the policies of the Board of Governors of the Bar that apply to sections, except as otherwise provided in these bylaws.

Article 2.
Membership

2.1 Members.
Each member of the Bar shall be eligible to be a member of the Division until the last day of the Division’s fiscal year in which such member attains the age of thirty-six (36) years or until the last day of the sixth full fiscal year in which any such member has been admitted to practice in this state, whichever is later. All eligible members of the Bar shall automatically be members of the Division.
2.2 **Associate Members.**

Any law student presently attending an ABA accredited law school in Oregon shall automatically be considered an associate member of the Division without payment of dues. Individual students at other ABA accredited schools shall be associate members upon written request.

2.3 **Associate Member Participation in Division Business.**

Associate members may not serve as voting members of the Executive Committee and may not vote at Division meetings. However, they may serve on any Division Standing Committee or Special Committee.

---

**Article 3.**

**Division Executive Committee**

3.1 **Composition.**

The Executive Committee shall be composed of eleven Division members. There shall be one Executive Committee position for each of the following seven (7) regions.

- **Region 1:**
- **Region 2:**
  - Lane County.
- **Region 3:**
  - Coos, Curry, Douglas, Jackson, Klamath and Josephine Counties.
- **Region 4:**
- **Region 5:**
  - Multnomah County.
- **Region 6:**
  - Benton, Linn, Marion, and Polk Counties.
- **Region 7:**
  - Clackamas County.

The remaining four Executive Committee members shall be elected at-large by the Division membership. In addition, the past Chairperson shall serve as a non-voting member of the Executive Committee, whether or not he or she falls within the membership criteria of Article 2.

3.2 **Duties.**

The Executive Committee shall supervise and control the affairs of the Division subject to these bylaws and the bylaws and policies of the Board of Governors of the Bar.

3.3 **Majority Vote, Quorum.**

A quorum consisting of a majority of the Executive Committee, not including the past chairperson, shall be required to conduct its business. Action of the Executive Committee shall be by majority vote.

3.4 **Meetings.**

The Chairperson may, and upon the request of three members of the Executive Committee shall, call meetings of the Executive Committee.
3.5 Action Between Meetings.

Between meetings of the Division, the Executive Committee shall have full power to do and perform all acts and functions that the Division itself might perform. The Executive Committee shall provide a summary of such actions at the next meeting of the Division membership.

3.6 Membership Votes.

The Executive Committee may direct that a matter be submitted to the members of the Division for a vote by mail, electronic vote or for a vote at any Division meeting.

3.7 Compensation.

No salary or compensation for services shall be paid to any member of the Executive Committee or member of any other committee. Reimbursement may be allowed for travel and other out-of-pocket expenses for members of the Executive Committee and members of all Division standing and special committees.

3.8 Removal.

Executive Committee members missing two consecutive Executive Committee meetings or three of eight consecutive Executive Committee meetings may be removed from office by majority vote of the Executive Committee members. Executive Committee members who are suspended from membership in the Oregon State Bar may be removed at any time during the period of suspension by a two-thirds majority of the Executive Committee members or by a two-thirds majority of members voting at the Division’s annual business meeting.

Article 4.

Officers

4.1 Composition.

The officers of the Division shall be a Chairperson, a Chairperson-Elect, a Secretary, a Treasurer and such other officers as may be determined to be necessary by the membership. The officers shall be elected from among the Executive Committee members.

4.2 Chairperson.

The Chairperson, or the Chairperson-Elect in the absence of the Chairperson, shall preside at all meetings of the Division and of the Executive Committee. The Chairperson shall appoint the chairperson and members of all committees of the Division pursuant to Article 7; plan and monitor the programs of the Division; keep the Executive Committee duly informed and carry out its decisions; and perform such other duties as may be designated by the Executive Committee.

4.3 Chairperson-Elect.

The Chairperson-Elect shall aid the Chairperson in the performance of his or her responsibilities, and shall perform such further duties as may be designated by the Executive Committee. In the event of the death, disability, or resignation of the Chairperson, the Chairperson-Elect shall perform the duties of the Chairperson for the remainder of the Chairperson’s term or disability. The Chairperson-Elect shall automatically become the Chairperson immediately following the annual election of officers.

4.4 Secretary.

The Secretary shall keep a true record of proceedings of all meetings of the Division and of the Executive Committee and perform other such duties as designated by the Executive Committee.

4.5 Treasurer.

The Treasurer shall report on the Division’s present and projected financial condition at each meeting of the Division Executive Committee; prepare, in conjunction with the Bar staff administrator, an annual projected
budget for approval by the Executive Committee; and submit a report of the Division’s financial affairs and financial condition to the members at the Division annual business meeting.

Article 5.
Meetings

5.1 Open Meetings.
The Division (including meetings of the Executive Committee) is subject to the Public Meetings Law.

5.2 Meeting.
Each year there shall be at least one membership meeting for the purpose of conducting Division business, which meeting shall be known as the Division annual business meeting. The Division annual business meeting shall be held no later than November 15.

5.3 Special Meetings.
Special meetings of the Division may be scheduled from time to time by the Executive Committee.

5.4 Action.
Action at a meeting of the Division membership shall be by a majority of those members present and voting. At least six members who maintain offices in at least three different regions must be present to establish a quorum at a meeting of the Division membership.

5.5 Rules.
Except as otherwise provided herein, all meetings of the Division shall be conducted in accordance with the then current version of Roberts Rules of Order.

Article 6.
Terms In Office And Elections

6.1 Limitation on Executive Committee Membership.
No member may be elected or appointed to serve on the Executive Committee for more than six years, except that a member who first serves an unexpired term shall be eligible for election or appointment to two full three year terms.

6.2 Term.
Each term of office to the Executive Committee shall begin January 1. Members of the Executive Committee shall serve three-year terms. The terms of office shall be staggered so that approximately one-third of the positions are up for election each year, as outlined below:

- Positions 1 and 2 (Region 1 and 2)
  Terms expire: 2018, 2021, 2024, 2027
- Positions 3 and 4 (Region 3 and 4)
  Terms expire: 2020, 2023, 2026, 2029
- Positions 5 and 6 (Region 5 and 6)
  Terms expire: 2019, 2022, 2025, 2028
- Positions 7 (Region 7)
  Terms expire: 2020, 2023, 2026, 2029
- Position 8 (At Large)
Terms expire: 2020, 2023, 2026, 2029
Positions 9 and 10 (At Large)
Terms expire: 2018, 2021, 2024, 2027
Position 11 (At Large)
Term expires: 2019, 2022, 2025, 2028

6.3 Vacancies.

Except as provided by Article 4.3, the Executive Committee shall fill by appointment any officer or Executive Committee position that becomes vacant. In doing so, the Executive Committee will solicit nominations from the ONLD membership for open positions. The Executive Committee shall review all applications and consider the factors outlined in bylaw 6.9 when making appointments. If the vacancy exists at the time of the annual meeting, it shall be filled by election.

6.4 Unexpired Term.

Any officer or Executive Committee member appointed to fill an unexpired term shall serve the unexpired period.

6.5 Eligibility for Executive Committee Membership.

No person shall be eligible for election or appointment to the Executive Committee unless that person is a member of the Division at the time of the election or appointment.

6.5.1 Effect of Article 2.1.

The fact that a person will not be eligible under Article 2.1 to remain a Division member for the entire term of office does not preclude that person from being appointed or elected to the Executive Committee. However, that person’s term will automatically be deemed vacant at the annual meeting which immediately precedes the end of that member’s eligibility for Division membership.

6.5.2 Regional Requirements.

At the time of election or appointment to a Regional position, and throughout the member’s term, the member’s principal office must be in that region.

6.6 Eligibility for Officers.

When elected, all officers must be Executive Committee Members who are eligible for Division membership through the entire term of office. In the case of the Chairperson elect, the person selected must be eligible to remain a member of the Division through the Chairperson-elect’s term of office, and through his or her term as chairperson. However, a person may be selected for the Chair-elect position even though his or her term as an Executive Committee member will expire before the end of the term as Chairperson. He or she shall automatically be deemed to have been re-elected to the Executive Committee until the term as Chairperson ends, at which time the unexpired portion of the three-year Executive Committee term will be filled in accordance with Article 6.3.

6.7 Terms for Officers.

The term for each officer position shall be one year. The Chairperson-Elect shall automatically succeed to the office of Chairperson. No officer shall serve two successive terms in the same office, except the Treasurer, who may serve no more than two successive terms in office. Partial terms of office shall not be taken into account for purposes of the preceding sentence. No person shall simultaneously hold two offices for a period exceeding four months.

6.8 Nominating Committee.

At least ninety (90) days prior to the Division’s annual business meeting, the Executive Committee shall appoint a nominating committee of not less than three ONLD members and no more than three-fourths of whom
may be on the Executive Committee. Nominating committee members and their relatives and partners are ineligible for nomination to a new term or position for the upcoming year. The nominating committee shall seek to fill vacant positions from the pool of applicants who have preferred the ONLD in the OSB volunteer recruitment process. The ONLD Nominating Committee shall report to the Executive Committee at least thirty (30) days or within a reasonable time prior to the Division’s annual business meeting, the names of all applicants considered and a recommendation for a slate of candidates consisting of one nomination for each Division position to be filled by election. The report shall include a discussion of the committee’s consideration of the factors set forth in Article 6.9. The nominating committee’s proposed slate of candidates for Executive Committee positions shall be submitted to the membership unless rejected by a majority of the Executive Committee. If the slate or a portion of it is rejected, the Executive Committee shall, at least 30 days prior to the election date, formulate the slate with the assistance of the nominating committee. The nominating committee’s proposed slate of officers shall automatically be submitted to the newly elected Executive Committee for its approval or rejection.

6.9 Diversity.

The Executive Committee and the nominating committee shall use reasonable efforts to elect, appoint or nominate members to the Executive Committee who reflect a cross section of the Division’s membership, taking into account all relevant factors including, without limitation, age, culture, disability, ethnicity, gender and gender identity or expression, geographic location, national origin, practice area, race, religion, sex, sexual orientation, socioeconomic status, and veteran status. To the extent possible, no more than one person from the same law firm, company or public agency in the same department may serve on the Executive Committee at the same time.

6.10 Notice.

The report of the nominating committee shall be communicated by mail or electronically to the Division membership along with the notice of the time and place of the election at least fourteen (14) days (excluding holidays and weekends) in advance of such election. The notice may be consolidated with other communications of the Bar or its sections so long as the notice is reasonably calculated to reach all Division members prior to the election.

6.11 Election of Executive Committee Members.

Elections shall be conducted at the Division’s annual meeting, by mail, or electronically.

6.12 Election of Executive Committee Members at Annual Meeting.

If elections are conducted at the Division’s annual meeting, additional nominations may be made for any position from the floor. Elections for contested positions may be by written ballot or voice vote. Each contested position shall be set forth and voted upon separately. Elections shall be by plurality. All Division members may vote for all “at large” positions. For any given regional vacancy, only those Division members who maintain their principal office in that region may vote, with any ties to be broken by a plurality vote of the entire Division membership.

6.13 Election of Executive Committee Members by Mail or Electronically.

Upon approval of the Executive Committee, elections of Executive Committee members may be by written or electronic ballot sent to the Division membership provided the process allows: (1) for write-in votes, (2) that ballots are returned to an appropriate Division officer for tabulation and (3) that the results are certified to the Bar Center no later than November 15. candidacy for each regional representative to the Executive Committee shall be limited to those members who maintain their principal office in that region.

6.14 Election of Officers.

Officers shall be elected by a majority vote of the Executive Committee immediately prior to the annual election of Executive Committee Members and ratified at the Division Annual Meeting.
Article 7.
Committees

7.1 Standing Committees.

With approval of the Board of Governors, the Executive Committee may establish as many standing committees as it deems necessary and may set the names, functions, and length of service of those committees. The Chairperson of the Executive Committee, with the approval of the Executive Committee, shall appoint the Chairperson and members of the standing committees. The Executive Committee chairperson shall use the same reasonable efforts outlined in bylaw 6.8 when making recommendations for subcommittee chairperson. The standing committee chair may establish subcommittees to carry out the standing committee responsibilities.

7.2 Other Committees.

In addition to the standing committees as provided above, and also with approval of the Board of Governors, the Executive Committee may appoint as many special committees for particular purposes as the Division Executive Committee deems necessary and may set the name, function, and length of service of those committees. The Chairperson, with the approval of the Executive Committee, shall appoint the chairperson and members of all special committees using the same process outlined in bylaw 7.1. The special committee chair may establish subcommittees to carry out the special committee responsibilities.

7.3 Board of Governor Oversight

The Chairperson of the Executive Committee shall submit all annual committee appointments to the Board of Governors as soon as possible after appointments are made.

Article 8.
Legislation and Public Policy Positions

8.1 Approval Required.

The Division may not present to the legislature or any individual, committee or agency thereof, a position or proposal or any bill or act, as the position of the Division without the majority approval of the Division Executive Committee and the prior approval of the Board of Governors, except as is provided in OSB Bylaw Section 12.4. Any position or proposal must be consistent with the Mission and Goals of the Division, as well as the guidelines set forth in OSB Bylaw 12.1.

Article 9.
Minutes And Reports

10.1 Minutes.

Minutes shall be kept of all meetings of the Executive Committee and of the Division and a copy of the minutes of each such meeting shall be promptly delivered to the Bar’s CEO or ONLD staff administrator and to each member of the Executive Committee within fourteen (14) days (excluding weekends and holidays) of the meeting so recorded.

10.2 Request for BOG Action.

Whenever the Division desires to request action by the Board of Governors, the requested action shall be reflected in the minutes and shall in addition be set forth in a letter accompanying the minutes and delivered to the Board of Governors in care of the CEO. If the vote on the requested action is not unanimous, the votes for and against shall be set forth in the minutes and the dissenting members shall be afforded the opportunity to explain their positions.
10.3 Report.

Not later than December 1, the Chairperson shall file with the Bar’s CEO a concise report summarizing the activities of the current year and anticipated activities for the ensuing year. This information will be summarized by Bar staff and included with the Bar Annual Reports distributed to all active members each year.

10.4 Budget.

A proposed annual budget and proposed annual dues shall be provided to the CEO for approval by the Board of Governors no later than September 30th of the preceding year.

10.5 In Person Report.

The Chair or Chair-elect, in so much as possible, will attend Board of Governor meetings to make a report on Division activities and programs.

Article 10.
Amendments To Bylaws

11.1 Amendments by BOG.

These bylaws may be amended by the Board of Governors. Notice of intent to so promulgate and pass bylaw amendments shall be given to the Executive Committee in sufficient time to allow review and comment. Bylaw amendments so passed by the Board of Governors become effective upon passage.

11.2 Amendments by Division.

The Division may make recommendations for bylaw amendments upon a majority vote of the Executive Committee or by majority vote of the ONLD membership by ballot, or at any membership meeting of the Division by majority vote of the members present and voting. Notice of intent to propose bylaw amendments shall be publicized in a manner which is calculated to provide Division members with reasonable notice and opportunity to comment before the Division acts. Determination as to what notice is reasonable under any provision of these bylaws may take the cost of notification into account.
ONLD Access to Justice Committee

General Goal: ONLD members develop a passion for public service while gaining practical legal and leadership skills and increasing access to justice.

Specific responsibilities:

- Identify pro bono and other public service needs not being addressed by other organizations or programs and suggest programs to fill those gaps.
- Familiarize ONLD members with the pro bono and public service volunteer opportunities in Oregon and facilitate connection with those opportunities.
- Host or support special pro bono and public service events (e.g. Refugee Adjustment Day, Wills for Heroes).
- Organize opportunities for new lawyers to gain practical skills through pro bono service.
- Collaborate with the OSB Pro Bono Committee and local and specialty bar pro bono committees to identify and implement ways to engage ONLD members in pro bono service.
- Collaborate with the OSB Public Service Advisory Committee and the Classroom Law Project to identify and implement ways to educate and inform the public about the law.
- Consider the changing landscape of the legal profession, the delivery of legal services, and innovations in technology when implementing the responsibilities of the Committee.

Outcomes:

- ONLD members are familiar with the pro bono and public service volunteer opportunities in Oregon.
- ONLD members develop experience in new practice areas through pro bono service.
- High number of ONLD members providing pro bono and public service.
- High number of individuals who receive pro bono and public service from ONLD members.
- High satisfaction among ONLD members with the special pro bono and public service events.
- ONLD feedback is collected and used to inform future special pro bono and public service events.
- Pro bono and public service opportunities are provided for ONLD members outside of the Portland metro area.
- Partnerships with OSB departments and entities occur.
- Innovative approaches to improving access to justice occur.
- Partnerships with legal profession organizations outside of the OSB occur.
ONLD Student Outreach Committee

General Goal: Allows the OSB, through the ONLD, to connect with law students, as well as college and high school students considering a legal-oriented career, to encourage pursuit of a legal career, and law students are offered guidance in their transition to practicing attorneys.

Specific Responsibilities:

- Identify opportunities for connecting with students and partner with the organizations affording those opportunities.
- Collaborate with the three Oregon law schools to conduct programs at each school introducing students to the Oregon State Bar and assist with the transition from student to practicing attorney.
- Partner with the Classroom Law Project and other organizations to ensure that volunteers are available throughout the state to connect with high school students.
- Develop outreach programs geared toward encouraging diverse students to consider law school.
- Partner with the OSB Diversity and Inclusion Department on outreach to high school and college students.

Outcomes:

- A specific committee dedicated to legal education and facilitating transition from student to practicing attorney demonstrates that OSB values a smooth and opportunity-filled transition from law school to applying the law degree
- ONLD members are engaged in quality volunteer activities that interest them.
- High satisfaction among ONLD members with the volunteer activities
- Oregon law students are well aware of the activities of the ONLD and the OSB, generally.
- Oregon college and high school students are exposed to the rule of law, and to the possibility of practicing law.
- Partnerships with OSB departments and sections occur.
- Partnerships with The Classroom Law Project, and other organizations occur.
- ONLD members outside of the Portland metro area have volunteer opportunities.
- Feedback is collected and used to inform future programming.
ONLD Membership Committee

General Goal: ONLD members are introduced to and welcomed into the Oregon State Bar community.

Specific responsibilities:

Host a reception for new lawyers immediately following each of the two annual swearing-in ceremonies in Salem.

Identify networking opportunities that exist for new lawyers in Oregon and provide information to ONLD members about those opportunities.

Collaborate with sections and specialty bars to provide networking opportunities for ONLD members with specialized interests.

Collaborate with local bars to provide networking opportunities to ONLD members throughout the state of Oregon.

Collaborate with the OSB Diversity & Inclusion Department to support OLIO events.

Provide networking opportunities to fill gaps not addressed by networking opportunities that currently exist or that cannot be met through collaborative efforts.

Consider lawyer wellness in planning networking events.

Outcomes:

ONLD members are familiar with the Oregon State Bar mission, values, programs, services and activities.

ONLD members are engaged in OSB leadership, programs, services, and activities.

High satisfaction among ONLD members with the networking opportunities provided.

High participation in ONLD networking opportunities.

ONLD feedback is collected and used to inform future networking events.

ONLD members outside of the Portland metro area are served.

Partnerships with OSB departments and entities occur.

Partnerships with legal profession organizations outside of the OSB occur.
ONLD Continuing Legal Education Committee

General Goal: A diverse array of low-cost and high-quality CLE programming is provided that meets the particular needs of, and is accessible to, ONLD members.

Specific Responsibilities:

- Identify particular educational needs of new lawyers in Oregon. (E.g. basic skills, practical skills, business operations and development, NLMP requirements, access to justice, professionalism, technology, lawyer wellness. Consider survey for others.)

- Collaborate with the Professional Liability Fund in developing and implementing the annual Learning the Ropes Program, as well as other programming and resources that meet the particular needs of ONLD members.

- Collaborate with OSB CLE Seminars to provide live webcast CLE programming that meets the particular needs of ONLD members.

- Collaborate with OSB sections and local bar associations throughout the state to provide CLE programming that meets the particular needs of ONLD members.

- Develop and implement CLE programming to fill gaps in needs not addressed through collaborative efforts.

- Consider the changing landscape of the legal profession, the delivery of legal services, and innovations in technology when implementing the responsibilities of the Committee.

- Provide input to the MCLE Committee regarding continuing legal education requirements for new lawyers.

Outcomes (could establish actual numbers/percentages for each of these):

- High satisfaction among ONLD members with the quality and content of CLE programs.
- High participation in ONLD CLE programming by ONLD members.
- ONLD feedback is collected and used to inform future programming.
- ONLD members outside of the Portland metro area are served.
- ONLD members are aware of the changing landscape of the legal profession, the delivery of legal services, and innovations in technology.
- Partnerships with OSB departments and entities occur.
OREGON STATE BAR
Policy and Governance Committee Agenda

Meeting Date: April 20, 2018
From: Jennifer Nicholls, Chair, Oregon New Lawyers Division
Re: Proposed Changes to the Oregon New Lawyers Division

Issue

Whether and how to change the structure, Mission, Goals, By-laws, and/or programming of the Oregon New Lawyers Division in response to the program review, the 2017 new lawyer survey, and the experience of the Executive Committee and OSB staff.

Background

The Oregon New Lawyers Division was created in 1991, and became fully-funded by the Bar in 1994. Current membership in the ONLD is available to all lawyers who have practiced in Oregon for six or fewer years, and all lawyers under the age of 37. Approximately 25% of all OSB members qualify as members of the Oregon New Lawyers Division.

Its current expenditure budget is approximately $82,000 (with an additional $2,000 dedicated to staff travel and training), and it has 0.8 FTE staff available for support.

Historically, the ONLD has operated with an Executive Committee/Subcommittee structure, with subcommittee chairs providing both on-the-ground work and input into the Executive Committee decision-making. The remainder of the Executive Committee are members representing each of the OSB regions and four at large positions. The ONLD Executive Committee meets approximately nine times per year, including a weekend-long Annual Retreat in January, and a November Annual Meeting. All ONLD members are invited to the Annual Meeting during which ONLD Awards are given, new officers are elected and any by-law changes are approved.

Annually, three or four of the ONLD meetings (other than the retreat) are held outside of the Portland Metro area. Traditionally, a meeting is held in both Salem and Eugene, which allows the ONLD to offer programming to both attorneys and law students in those communities. One meeting is often held in conjunction with OLIO as the ONLD has traditionally sponsored an event at OLIO. One meeting is typically held in a different community, with this year’s location in Corvallis. When the ONLD meeting is held outside of Portland, the ONLD offers programming in the local community, such as a low-cost CLE, community service project, a law school event such as a networking panel or mock interviews, and often a networking social.

A comprehensive list of the ONLD’s current and past activities is attached.
OREGON STATE BAR
Policy and Governance Committee Agenda

Meeting Date: April 20, 2018
From: Jennifer Nicholls, Chair, Oregon New Lawyers Division
Re: Proposed Changes to the Oregon New Lawyers Division

Issue

Whether and how to change the structure, Mission, Goals, By-laws, and/or programming of the Oregon New Lawyers Division in response to the program review, the 2017 new lawyer survey, and the experience of the Executive Committee and OSB staff.

Background

The Oregon New Lawyers Division was created in 1991, and became fully-funded by the Bar in 1994. Current membership in the ONLD is available to all lawyers who have practiced in Oregon for six or fewer years, and all lawyers under the age of 37. Approximately 25% of all OSB members qualify as members of the Oregon New Lawyers Division.

Its current expenditure budget is approximately $82,000 (with an additional $2,000 dedicated to staff travel and training), and it has 0.8 FTE staff available for support.

Historically, the ONLD has operated with an Executive Committee/Subcommittee structure, with subcommittee chairs providing both on-the-ground work and input into the Executive Committee decision-making. The remainder of the Executive Committee are members representing each of the OSB regions and four at large positions. The ONLD Executive Committee meets approximately nine times per year, including a weekend-long Annual Retreat in January, and a November Annual Meeting. All ONLD members are invited to the Annual Meeting during which ONLD Awards are given, new officers are elected and any by-law changes are approved.

Annually, three or four of the ONLD meetings (other than the retreat) are held outside of the Portland Metro area. Traditionally, a meeting is held in both Salem and Eugene, which allows the ONLD to offer programming to both attorneys and law students in those communities. One meeting is often held in conjunction with OLIO as the ONLD has traditionally sponsored an event at OLIO. One meeting is typically held in a different community, with this year’s location in Corvallis. When the ONLD meeting is held outside of Portland, the ONLD offers programming in the local community, such as a low-cost CLE, community service project, a law school event such as a networking panel or mock interviews, and often a networking social.

A comprehensive list of the ONLD’s current and past activities is attached.
The 2017 ONLD New Lawyer Survey showed that new lawyers value:

- affordable CLEs
- programs that promote access to justice
- webcasting of CLEs
- practical skills opportunities
- increased support for unemployed/underemployed lawyers, sole practitioners and rural practitioners
- networking opportunities with experienced practitioners
- increased programming held outside of the Portland area

Participation in ONLD events supports the same conclusion as the survey results.

Discussion

I. Revise the Mission and Function Statement for the ONLD

Currently the ONLD operates under a Mission and Goals statement as part of its bylaws. The ONLD proposes instead to operate with a Mission Statement and a Function Statement, each of which more closely aligns with the Mission of the Oregon State Bar, and which clearly sets forth the purpose of the ONLD. According to Article 11 of the ONLD bylaws, the bylaws may be amended by the Board of Governors (11.1) or by the Division through a majority vote by ballot or at a membership meeting by vote of those present. (11.2)

**Recommendation:** The Executive Committee recommends that the BOG amend the ONLD bylaws to include the revised Mission Statement and Function Statement.

II. Change the bylaws to provide for more transparent selection of new members and new officers

The ONLD proposes that ONLD bylaw 6.8 be amended as shown in the attachment to create a more transparent process through which new members of the Executive Committee and new officers are selected. Under the revised bylaw, the nominating committee will be more transparent about its decision making process, including identifying potential candidates. The changed bylaw is consistent with OSB standard section bylaws regarding the use of nominating committees.

The ONLD also proposes amendments to bylaw 6.9 to reflect the definition of diversity used in the OSB 2018-2020 Diversity Action Plan.

**Recommendation:** The Executive Committee recommends the BOG amend the ONLD bylaws as suggested, to change the nominating process and to include a new statement regarding diversity.
III. Evaluate the Structure of the ONLD

**Age/years-of-practice of Membership**

Because the membership criteria is six years of practice (or less) in Oregon, some have questioned whether those OSB members who have practiced in another jurisdiction (particularly those who have practiced for more than 6 years) should be members of the Division. After discussing this issue, the ONLD recommends that the OSB makes no change. In other words, membership should remain open to those with six years of practice in Oregon without regard to practice in another jurisdiction.

The ONLD has observed that those attorneys relocating to Oregon after practicing in another jurisdiction often have much in common with new lawyers in Oregon. Networking events, for example, offer opportunities to build a professional network. All new attorneys, even those who have practiced in another jurisdiction can benefit from these events.

While there will always be outliers who may or may not opt to participate in ONLD programming, the greater good is served by retaining the current membership formulation. Altering it to address outliers runs the risk of causing greater harm by denying opportunities to new attorneys in Oregon.

We also note that the current OSB membership database cannot distinguish an attorney who has practiced exclusively in Oregon for less than six years and one who has practiced in another jurisdiction and Oregon for a total of more than six years. In other words, the current database can only screen for years of practice in Oregon.

In short, the ONLD cannot identify a reason to alter the age/years of practice structure. There seems to be some thought that a change in the membership criteria would yield budget savings. To the extent that this is the case, we think that budget savings can be better achieved in other ways. We do not see how changing the membership formulation would yield much budget savings.

**Recommendation:** Leave the membership criteria the same.

**Structure of ONLD: Division vs. Section**

The ONLD is currently the only division of the OSB. After a review and discussion of this issue, it is the Executive Committee’s recommendation that the ONLD remain a division.

There are three primary distinctions between a division and a section: (1) budget structure; (2) membership (automatic vs. opt in); (3) programming.

Currently, the ONLD is funded through general membership fees revenue (like the BOG), whereas sections are self-funded through dues. Those dues allow OSB members to “opt in” to membership in a section. ONLD’s membership is automatic. Finally, sections are narrowly
focused on a specific practice area or interest group. Programming is similarly tailored and specialized.

While the ONLD has always offered programming (e.g., CLEs, networking) specifically focused on new lawyers, the ONLD offers programming that is much broader. As noted above, the ONLD’s mission reflects the broad and public-facing mission of the OSB generally. In addition to the programming directed to building the practices of new lawyers, the ONLD provides opportunities for new lawyers to engage in access to justice programming and the like.

In fact, we note that some of our largest programming expenditures, like the Annual Pro Bono Fair and Celebration, reflect this broader mission. The significance of this event is that it is organized (and was created by) ONLD members, and serves as the primary celebration of pro bono work in Oregon.

Because of this broad mission and array of programming, the ONLD should remain a division. This structure best reflects the broad work done in furtherance of the OSB mission as a whole, rather than the more specialized programming focus found by sections.

We do acknowledge that part of the “division vs. section” conversation is driven by the resulting budget change. The ONLD would be able to charge dues to raise its operating funds. This would also mean that ONLD members would have to “opt in.”

After examination of this issue, we think this would be catastrophic to the work of the ONLD. It would likely require that the ONLD fundamentally alter its mission to confine its work exclusively to programming for new lawyers. We would likely be unable to coordinate the pro bono fair, essay contest, and other programming that supports other parts of the OSB mission.

It would also limit participation in those activities to the new lawyers able to pay the section fee. We note that ONLD members are uniquely financially burdened, with the weight of $175,000 in student loan debt and an ever-changing employment climate. We fear that those who are most in need of the ONLD are those who are least likely to be able to afford a membership. We think it is important for the BOG and OSB to recognize that, through the ONLD, it is making an investment in new lawyers and the future of the OSB generally.

Recommendation: To allow the ONLD to best serve the BOG and OSB we think it is essential that the ONLD retains its current structure as a division.

IV. Examine whether all Bar Committees and Sections should have an Ex Officio ONLD Member

The Policy and Governance Committee has asked the ONLD to review and advise P&G on a proposal to create an Ex Officio New Lawyer position on bar committees and/or OSB sections. To review this proposal, the ONLD created an ad hoc committee.
Currently, the OSB has 43 sections. Of those sections, some are known to have a new lawyer committee including the Tax Law Section and Business Law Section. ONLD members currently represent approximately 22% of section executive committee members, a proportion roughly equal to the ratio that ONLD membership bears to the OSB membership as a whole. ONLD membership in sections ranges from 13% (products liability) to 40% (cannabis) of the section as a whole.

There are also sixteen OSB Committees. Of those committees, three currently have new lawyer liaisons: (1) Advisory Committee on Diversity and Inclusion; (2) Loan Assistance Repayment Program Advisory Committee; and (3) Pro Bono Committee. These liaison positions are filled by members from the ONLD Executive Committee.\(^1\) ONLD members currently represent approximately 29% of OSB committee members.

P&G identified two goals potentially advanced by this recommendation: 1.) Provide new lawyers with leadership opportunities within the OSB; and 2.) Ensure that the ONLD is integrated with the OSB as a whole, to avoid duplication of efforts and promote useful and effective partnerships. The ONLD supports these goals and reviewed this recommendation with these goals in mind.

The ONLD supports opportunities to work with existing bar groups, including committees and sections, to identify opportunities for collaboration. In a profession that values efficiency, and as part of the bar with finite resources, it is important that the ONLD collaborate and avoid duplication of efforts. The ONLD can benefit from being more integrated in the work of the OSB generally, and vice versa.

Accordingly, the ONLD recommends that the BOG create a new lawyer ex-officio position for all OSB committees that do not currently have one. (We recommend that the three OSB committees that already have a new lawyer liaison continue to do so without any change.) This will create greater opportunities for the ONLD to collaborate with the various committees, gain deeper understanding of the committees, and execute tasks that further the committee goals. This will allow additional ONLD executive members to be involved in and exposed to more aspects of the OSB. We think that this will be a fruitful leadership training opportunity for ONLD leaders, as well as future OSB leaders.

The ONLD thinks that it is uniquely qualified to contribute to the work of certain committees: (1) MCLE, (2) Legal Services, and (3) Quality of Life. As an interim step, the ONLD recommends that the BOG create a new lawyer ex-officio position on these committees. Then, in the coming year, an ex-officio position can be created for the remaining committees.

---

\(^1\) Note the Campaign for Equal Justice also has an ex officio young lawyer representative. This is a one-year term, as opposed to other board members with three-year terms, and alternates between the ONLD and MBA YLS committee. In 2018, a MBA YLS member is serving in this role. The ONLD representative is traditionally an ONLD executive committee member.
Because it is important that ONLD executive committee members fill these ex officio roles, implementing this in two steps will allow the ONLD to shift existing ONLD obligations to ensure that members are able to take on this additional role. With the current liaison positions, the ONLD has observed that serving in such an ex officio capacity is a time-consuming activity, especially given the other ONLD obligations that Executive Committee members have. Enacting this in two phases will also allow the ONLD to ensure that its existing programming can continue while also taking on these new roles.

**Recommendation:** Create on Ex Officio ONLD Position for OSB Committees.

While the ONLD has worked diligently over the last several years to form meaningful partnerships with sections, it recognizes that there are always opportunities for better communication and collaboration. For instance, some sections have elected to create new lawyer programming in house without the assistance of the ONLD while other sections have specifically reached out to the ONLD to assist with new lawyer programming. The Litigation Section, for example, approached the ONLD about creating programming that would give new lawyers substantive trial training at a lower price point than the Section’s annual trial college. This resulted in a two-day litigation-focused CLE, co-sponsored by the ONLD and Litigation Section.

It is not feasible, however, to create an ex officio position on each of the 43 sections and ask that each of them be filled by an ONLD Executive Committee member. In addition, some sections are more likely to appeal to new lawyers than others. Nonetheless, a direct line of communication between the sections and the ONLD is the best method to avoid duplication of efforts.

The ONLD has made a commitment to reach out to each section annually to open a line of communication and invite collaboration. In addition, the ONLD recommends that the BOG encourage each section to designate a liaison to the ONLD. The purpose of this role is merely to open or improve direct lines of communication between the ONLD and sections. This recommendation recognizes that the sections already have roughly 20% of new lawyer members within their leadership and are more likely to have the capacity to have an individual to take this role on (as opposed to the ONLD taking it on for all of the 43 sections). This role can also be as involved as each section deems prudent for the section’s programming.

This recommendation can also be rolled out in two phases, starting with those sections where ONLD members are well represented (e.g., those sections with over 30% of members also being ONLD members).

**Recommendation:** Encourage Sections to designate a New Lawyer Liaison.
V. Change the focus of some of the ONLD Programming

The ONLD operates under a structure with an Executive Committee and several Subcommittees, the nature of which has changed over the years. Currently, there are six Subcommittees: Continuing Legal Education; Law Related Education; Law School Outreach; Member Services; Practical Skills; and Pro Bono. The ONLD proposes to make changes to its Subcommittees, to better reflect both the current work done by the ONLD and the priorities as set forth in the amended Mission and Function Statements. The ONLD also recognizes the importance of working with partners, and not duplicating efforts engaged in by OSB Sections, Bar staff and other partners. Changes to the subcommittees also reflect these priorities. The specific recommendations follow.

Create a Lawyer + Technology/Innovation Subcommittee

Technology is changing the landscape of the legal profession, and it would be in the new lawyers’ interest to be aware of the changes. It would likewise be in the new lawyers’ interest to find ways to take advantage of technology to provide fast, affordable and quality services to clients; and/or to find ways to remain competitive as technology replaces the work that junior attorneys have traditionally been tasked to perform. The ONLD desires to create an ONLD Technology/Innovation Subcommittee.

The goals of this committee are:
1. Raise awareness among ONLD members and OBS members generally about the past, present and future changes;
2. Provide up-to-date information to ONLD members and OSB members generally on changes and new products;
3. Provide practical advice to ONLD members and OSB members generally regarding integration of technology and innovation into their practices;
4. Give recommendations to the Bar about how technology can help the Bar meet the needs of new lawyers and/or advance the ONLD’s mission and values.

Some specific tasks that the subcommittee could perform:

1. Collaborate with the Technology and Law section to organize CLEs specifically geared towards providing new lawyers with practical advice. The Tech Section focuses more on substantive issues but are willing to organize CLEs or help find speakers.
2. Collaborate with existing organizations and groups, such as the Technology and Law Section of the OSB, MeetUp, and the MBA, to organize a one to two-day conference focused on lawyer + technology/innovation.
3. Give recommendations to the OSB regarding webinars.
4. Follow through on Justice Walters recommendation that the OSB create a step-by-step instruction manual for new lawyers who want to serve people of modest means,
describing what technological resources are available to them, and compiling them all in central location.

**Merge the Pro Bono and Practical Skills Subcommittees**

The ONLD has maintained a Pro Bono Subcommittee since 2000. In 2011, the Practical Skills Subcommittee was created to give un-and under-employed lawyers opportunities to gain practical skills by working for legal nonprofits and government agencies. Participants were then able to use the practical skills acquired to obtain steady legal employment. Over the last few years, while nonprofits and agencies have continued to ask for lawyer volunteers, fewer and fewer attorneys are participating. We attribute this to the strengthening market for attorneys.

In light of this changing landscape, these two committees met to discuss opportunities to collaborate on the shared goals of (a) addressing the access to justice gap in Oregon by encouraging and supporting Oregon attorneys participating in pro bono work and (b) assist un- and under-employed attorneys develop skills (and experience new practice areas) through pro bono service.

The two subcommittees reviewed their organizational structure and programming in response to the new lawyer survey of 2017 and determined that it is in the best interests of the ONLD and the OSB to merge the two subcommittees, and keep the name as the Pro Bono Subcommittee.

The purpose of the new Pro Bono Subcommittee will be to promote and facilitate practical skills and pro bono opportunities for new lawyers. The new subcommittee will advertise and connect new attorneys with pro bono organizations who need volunteers as well as host or support pro bono events and programs like Refugee Adjustment Day or Wills for Heroes. The Pro Bono Subcommittee will also provide networking and opportunities for new lawyers interested in doing pro bono work and obtaining practical skills. Pro Bono will focus on opportunities and events that will allow new lawyers who lack experience to develop professionalism, ethics, and practical skills while serving underrepresented populations.

The Pro Bono Subcommittee will continue to sponsor, run, and maintain the Pro Bono Fair. The Chair(s) of the Pro Bono Subcommittee will serve on the Pro Bono Celebration Planning Committee with CLE partners and OSB staff, and this subcommittee will be in charge of recognizing the winners of the Pro Bono Challenge. The Pro Bono Fair is not only for ONLD members, but rather is an opportunity for all members of the OSB to celebrate pro bono legal work among many different types of lawyers.

**Merge the Law Student Outreach and Law Related Education Subcommittees**

The Law Student Outreach Subcommittee historically has connected with each of the three Oregon law schools to create events that establish and strengthen the connection between the law schools and the OSB. Those events have included mock interviews, job fairs, panel discussions and networking opportunities. The Law Related Education Subcommittee
historically has worked to promote respect for the rule of law, with programming primarily directed toward high school students.

The merger of the two subcommittees will create a subcommittee that can work with the Advisory Committee on Diversity and Inclusion, other OSB committees and sections, and OSB staff on pipeline projects encouraging high school and college students to consider legal careers, while it continues its work of connecting law students with the OSB. The goal is to involve law students in activities related to promoting the rule of law for younger adults and teenagers.

*Include Lawyer Wellness as one of the priorities for the Member Services Subcommittee*

The National Task Force on Lawyer Well-Being created by the American Bar Association issued a report in August, 2017, encouraging Bar Associations to engage in a number of practices to ensure lawyer well-being because “[t]o be a good lawyer, one has to be a healthy lawyer.” The ONLD will endeavor to include lawyer well-being events in its member services planning.
ONLD Programming

Generally, the ONLD has the ability to respond quickly to pressing issues, allows a touchpoint for new lawyers, serves as a link between law school and the practice of law or practicing out-of-state and practicing in Oregon, and develops leaders who can serve the Bar for years. Specifically, the ONLD engages in the following activities:

- Monthly Brown Bag CLEs in Portland
- CLEs around the state in conjunction with Executive Committee meetings
- Super Saturday (a day-long CLE with multiple tracks, designed to give new lawyers exposure to various types of practices)
- Partners with the PLF for Learning the Ropes
- Occasional “one-off” CLEs, such as:
  - 2017 – 2.5 hour Writing Workshop
  - 2017 – Veteran’s Issues CLE Series with networking immediately following, co-sponsored with Veterans’ Section, among others
    - “Defending Veterans Against Financial Peril” in Tigard
    - “Women & LGBTQ Service Members & Veterans” in Salem
    - “Aging & Elderly Veterans & Families” in Medford
  - 2016 – 4 hour CLE “Beyond Borders: Protecting Abuse, Neglected, & Abandoned Immigrant Children” focused on Special Immigrant Juvenile Status (SIJS) children – half of the attendees volunteered to handle SIJS cases after this CLE.
  - 2014, 2015, 2016 – 1 ½ day “Becoming an Experienced Litigator” CLE in conjunction with the Litigation Section
  - 2014 – 2 day Family Law CLE
- Monthly networking events in Portland area, generally in conjunction with local and specialty Bars, such as:
  - Federal Bar Association
  - County Bar Associations
  - Minority Bar Associations
  - Various Sections (recently included Tax Law, Business Law, Solo and Small Firm, and Workers’ Compensation)
- Networking events around state in conjunction with Executive Committee meetings
- Networking Support for OLIO events
• Hosts a post swearing-in reception for brand new lawyers, twice yearly, and welcomes them into the Bar
• Hosts two events per year for each law school
  o Mock interviews
  o Networking seminar with Speed networking event
  o Panels for various types of jobs
  o Casual networking events such as trivia nights
• Plans Pro Bono Fair/Celebration and presents awards for reporting pro bono hours
• Wills for Heroes events
• ONLD Annual Awards
  o Member Services Award
  o Public Service Award
  o Advancing Diversity Award
  o Volunteer of the Year
  o ONLD Project of the Year
  o The Honorable John V. Acosta Professionalism Award
• High School Essay Contest
• Place new lawyers in public service internships to gain practical experience
• Classroom to Courtroom Pilot Project
• “Practice drive” connection for new lawyers, with hundreds of form documents compiled by ONLD members
• Student Debt Repayment resource page
MISSION

The Oregon New Lawyers Division supports the mission and values of the Oregon State Bar by assisting new lawyers with the transition to practicing law in Oregon; promoting respect for the rule of law and access to justice; and promoting diversity and professionalism among new lawyers and law students.

1.3 FUNCTIONS

The functions of the Oregon New Lawyers Division shall be:

(a) to encourage the interest and participation of ONLD members in the mission, purpose and values of the Oregon State Bar;
(b) to aid and promote the advancement of ONLD members in the activities of the Oregon State Bar;
(c) to assist new lawyers with the transition to practicing law in Oregon;
(d) to foster among ONLD members the principles of professionalism, duty, and service to the public;
(e) to provide ONLD members with an opportunity to participate in leadership opportunities and activities directed toward improving the public’s access to justice;
(f) to foster discussion and interchange of ideas among ONLD members relating to the duties, responsibilities, and problems of ONLD members; and
(g) to provide a full and complete program of activities and projects in those areas of the Oregon State Bar in which ONLD members are particularly suited.
New Lawyers Division Bylaws

TABLE OF CONTENTS

Article 1. Name, Purpose-Mission and Fiscal Year ................................................................. 4
  1.1 Name. .......................................................................................................................... 4
  1.2 Purpose-Mission .......................................................................................................... 4
  1.3 Public Office ............................................................................................................... 4
  1.4 Fiscal Year. .................................................................................................................. 4
  1.5 Bar Policies. ............................................................................................................... 5

Article 2. Membership and Dues ................................................................................................. 5
  2.1 Members .................................................................................................................... 5
  2.2 Associate Members ................................................................................................... 5
  2.3 Dues ......................................................................................................................... 5
  2.4 Associate Member Participation in Division Business .............................................. 5

Article 3. Division Executive Committee ...................................................................................... 5
  3.1 Composition .............................................................................................................. 5
  3.2 Duties ........................................................................................................................ 6
  3.3 Majority Vote, Quorum ............................................................................................ 6
  3.4 Meetings .................................................................................................................... 6
  3.5 Action Between Meetings ....................................................................................... 6
  3.6 Membership Votes .................................................................................................. 6
  3.7 Compensation .......................................................................................................... 6
  3.8 Removal .................................................................................................................... 6
  3.9 Rescission .................................................................................................................. 6

Article 4. Officers ....................................................................................................................... 7
  4.1 Composition .............................................................................................................. 7
  4.2 Chairperson ............................................................................................................. 7
  4.3 Chairperson-Elect .................................................................................................... 7
  4.4 Secretary ................................................................................................................... 7
  4.5 Treasurer .................................................................................................................. 7

Article 5. Meetings ..................................................................................................................... 8
  5.1 Open Meetings .......................................................................................................... 8
  5.2 Meeting ..................................................................................................................... 8
  5.3 Special Meetings .................................................................................................... 8

Current versions of this document are maintained on the OSB website: www.osbar.org
Article 11. Amendments To Bylaws

11.1 Amendments by BOG.

11.2 Amendments by Division.
Article 1.
Name, Purpose-Mission and Fiscal Year

1.1 Name.
The name of this organization shall be the Oregon New Lawyers Division (“Division”) of the Oregon State Bar (“Bar”).

1.2 Mission/Purposes.
The Oregon New Lawyers Division supports the mission and values of the Oregon State Bar by assisting new lawyers with the transition to practicing law in Oregon; promoting respect for the rule of law and access to justice; and promoting diversity and professionalism among new lawyers and law students.

The purposes of the Division shall be to encourage new lawyers to participate in the activities of the bar, to conduct programs of value to new lawyers and law students, to promote public awareness of and access to the legal system, and to promote professionalism among new lawyers in Oregon.

1.3 Functions.
The functions of the Oregon New Lawyers Division shall be:

(a) to encourage the interest and participation of ONLD members in the mission, purpose and values of the Oregon State Bar;

(b) to aid and promote the advancement of ONLD members in the activities of the Oregon State Bar;

(c) to assist new lawyers with the transition to practicing law in Oregon;

(d) to foster among ONLD members the principles of professionalism, duty, and service to the public;

(e) to provide ONLD members with an opportunity to participate in leadership opportunities and activities directed toward improving the public’s access to justice;

(f) to foster discussion and interchange of ideas among ONLD members relating to the duties, responsibilities, and problems of ONLD members; and

(g) to provide a full and complete program of activities and projects in those areas of the Oregon State Bar in which ONLD members are particularly suited.

1.34 Public Office.
The Division shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

1.54 Fiscal Year.
The fiscal year of the Division shall coincide with the fiscal year of the Bar.
1.65 Bar Policies.

The Division shall comply with the policies of the Board of Governors of the Bar that apply to sections, except as otherwise provided in these bylaws.

Article 2.
Membership and Dues

2.1 Members.

Each member of the Bar shall be eligible to be a member of the Division until the last day of the Division’s fiscal year in which such member attains the age of thirty-six (36) years or until the last day of the sixth full fiscal year in which any such member has been admitted to practice in this state, whichever is later. All eligible members of the Bar shall automatically be members of the Division unless and until membership dues are assessed under this Article, in which case all eligible members of the Bar who pay the Division membership dues shall be members of the Division.

2.2 Associate Members.

Any law student presently attending an ABA accredited law school in Oregon shall automatically be considered an associate member of the Division without payment of dues. Individual students at other ABA accredited schools shall be associate members upon written request.

2.3 Dues.

Membership dues may be set by the membership of the Division at the annual meeting of the Division, subject to subsequent approval of the Board of Governors. Membership dues shall not be prorated for any portion of a year. The Executive Committee may establish free or discounted membership rates for new admittees or for attorneys with incomes below a specified level. If assessed, membership dues shall be collected annually by the Bar with Bar membership fees.

2.4 Associate Member Participation in Division Business.

Associate members may not serve as voting members of the Executive Committee and may not vote at Division meetings. However, they may serve on any Division Standing Committee or Special Committee.

Article 3.
Division Executive Committee

3.1 Composition.

The Executive Committee shall be composed of eleven Division members. There shall be one Executive Committee position for each of the following seven (7) regions.

Region 1:

Region 2:
Lane County.

Region 3:
Coos, Curry, Douglas, Jackson, Klamath and Josephine Counties.

Region 4:
Clatsop, Columbia, Lincoln, Tillamook, Washington, and Yamhill Counties.
Multnomah County.
Region 6:
Benton, Linn, Marion, and Polk Counties.
Region 7:
Clackamas County.

The remaining four Executive Committee members shall be elected at-large by the Division membership. In addition, the past Chairperson shall serve as a non voting member of the Executive Committee, whether or not he or she falls within the membership criteria of Article 2.

3.2 Duties.

The Executive Committee shall supervise and control the affairs of the Division subject to these bylaws and the bylaws and policies of the Board of Governors of the Bar.

3.3 Majority Vote, Quorum.

A quorum consisting of a majority of the Executive Committee, not including the past chairperson, shall be required to conduct its business. Action of the Executive Committee shall be by majority vote.

3.4 Meetings.

The Chairperson may, and upon the request of three members of the Executive Committee shall, call meetings of the Executive Committee.

3.5 Action Between Meetings.

Between meetings of the Division, the Executive Committee shall have full power to do and perform all acts and functions that the Division itself might perform. The Executive Committee shall provide a summary of such actions at the next meeting of the Division membership.

3.6 Membership Votes.

The Executive Committee may direct that a matter be submitted to the members of the Division for a vote by mail, electronic vote or for a vote at any Division meeting.

3.7 Compensation.

No salary or compensation for services shall be paid to any member of the Executive Committee or member of any other committee with the exception of the Editor and other staff of a Division newsletter (if applicable). Reimbursement may be allowed for travel and other out-of-pocket expenses for members of the Executive Committee and members of all Division standing and special committees.

3.8 Removal.

Executive Committee members missing two consecutive Executive Committee meetings or three of eight consecutive Executive Committee meetings may be removed from office by majority vote of the Executive Committee members. Executive Committee members who are suspended from membership in the Oregon State Bar may be removed at any time during the period of suspension by a two-thirds majority of the Executive Committee members or by a two-thirds majority of members voting at the Division’s annual business meeting.

3.9 Rescission.

The membership of the Division shall have the right to rescind or modify any action or decision by the Executive Committee, except for filling a vacancy in the position of Officer or Executive Committee member, and also may instruct the Executive Committee as to future action. The Executive Committee shall be bound by any such action of the membership. The right of the membership to direct, modify, or rescind an act of the Executive Committee shall not include power to invalidate contracts or payments previously made under
Article 4.
Officers

4.1 Composition.

The officers of the Division shall be a Chairperson, a Chairperson-Elect, a Secretary, a Treasurer and such other officers as may be determined to be necessary by the membership. The officers shall be elected from among the Executive Committee members.

4.2 Chairperson.

The Chairperson, or the Chairperson-Elect in the absence of the Chairperson, shall preside at all meetings of the Division and of the Executive Committee. The Chairperson shall appoint the chairperson and members of all committees of the Division pursuant to Article 7; plan and monitor the programs of the Division; keep the Executive Committee duly informed and carry out its decisions; and perform such other duties as may be designated by the Executive Committee. The Chairperson shall serve as an ex-officio delegate to the Oregon State Bar House of Delegates.

4.3 Chairperson-Elect.

The Chairperson-Elect shall aid the Chairperson in the performance of his or her responsibilities, and shall perform such further duties as may be designated by the Executive Committee. In the event of the death, disability, or resignation of the Chairperson, the Chairperson-Elect shall perform the duties of the Chairperson for the remainder of the Chairperson’s term or disability. The Chairperson-Elect shall automatically become the Chairperson immediately following the annual election of officers.

4.4 Secretary.

The Secretary shall maintain all books, papers, documents and other property pertaining to the work of the Division, and shall keep a true record of proceedings of all meetings of the Division and of the Executive Committee. Typed minutes of all meetings of the Division and of the Executive Committee shall be distributed to all members of the Executive Committee as soon as possible but no later than fourteen (14) days (excluding weekends and holidays) after the meeting and shall be subject to amendment and approval at the next Executive Committee Meeting. In addition, the Chairperson or Secretary shall, whenever possible, distribute notice of scheduled Executive Committee meetings to all Executive Committee members at least ten (10) days (excluding weekends and holidays) prior to such meeting. The Secretary shall perform other such duties as designated by the Executive Committee. Minutes and agendas distributed to Executive Committee Members shall be contemporaneously provided to the Bar.

4.5 Treasurer.

The Treasurer, shall keep an accurate record of all receipts and expenditures approved by the Division; report on the Division’s present and projected financial condition at each meeting of the Division Executive Committee; prepare, in conjunction with the Bar staff administrator, an annual projected budget for approval by the Executive Committee; and submit a report of the Division’s financial affairs and financial condition to the members at the Division annual business meeting. The budget shall then be submitted to the Board of Governors for its approval no later than September 1. The treasurer shall submit any requests for general Bar funding to the Board of Governors no later than September 30 of the year prior to the fiscal year for which such funds are requested.
Article 5.
Meetings

5.1 Open Meetings.

The Division (including meetings of the Executive Committee) is subject to the Public Meetings Law. Therefore, the bar shall be notified twenty (20) days in advance (excluding weekends and holidays) of Division meetings. If 20 days’ notice is not practical, notice shall be given as soon as possible. Reasonable notice shall be given to Division members of all Division meetings.

5.2 Meeting.

Each year there shall be at least one membership meeting for the purpose of conducting Division business, which meeting shall be known as the Division annual business meeting. The Division annual business meeting may be held in conjunction with the annual meeting of the Bar at a time and place to be coordinated with the Bar’s Executive Director, or on any other date no later than November 15.

5.3 Special Meetings.

Special meetings of the Division may be scheduled from time to time by the Executive Committee.

5.4 Action.

Action at a meeting of the Division membership shall be by a majority of those members present and voting. At least six members who maintain offices in at least three different regions must be present to establish a quorum at a meeting of the Division membership.

5.5 Floor vote.

During the meetings described in the preceding two paragraphs, the Division membership at large may call any matter to the floor upon the vote of the majority of the members who are present.

5.6 Rules.

Except as otherwise provided herein, all meetings of the Division shall be conducted in accordance with the then current version of Roberts Rules of Order.

Article 6.
Terms In Office And Elections

6.1 Limitation on Executive Committee Membership.

No member may be elected or appointed to serve on the Executive Committee for more than six years, except that a member who first serves an unexpired term shall be eligible for election or appointment to two full three year terms.

6.2 Term.

Each term of office to the Executive Committee shall begin January 1. Members of the Executive Committee shall serve three-year terms. The terms of office shall be staggered so that approximately one-third of the positions are up for election each year, as outlined below:

Positions 1 and 2 (Region 1 and 2)
Terms expire: 2012, 2015, 2018, 2021
Positions 3 and 4 (Region 3 and 4)
Positions 5 and 6 (Region 5 and 6)
6.3 Vacancies.

Except as provided by Article 4.3, the Executive Committee shall fill by appointment any officer or Executive Committee position that becomes vacant. However, if said vacancy exists at the time of the annual meeting, it shall be filled by election.

6.4 Unexpired Term.

Any officer or Executive Committee member appointed to fill an unexpired term shall serve the unexpired period.

6.5 Eligibility for Executive Committee Membership.

No person shall be eligible for election or appointment to the Executive Committee unless that person is a member of the Division at the time of the election or appointment.

6.5.1 Effect of Article 2.1.

The fact that a person will not be eligible under Article 2.1 to remain a Division member for the entire term of office does not preclude that person from being appointed or elected to the Executive Committee. However, that person’s term will automatically be deemed vacant at the annual meeting which immediately precedes the end of that member’s eligibility for Division membership.

6.5.2 Regional Requirements.

At the time of election or appointment to a Regional position, the member’s principal office must be in that region, but subsequent moves during that term of office shall not result in disqualification.

6.6 Eligibility for Officers.

When elected, all officers must be Executive Committee Members who are eligible for Division membership through the entire term of office. In the case of the Chairperson elect, the person selected must be eligible to remain a member of the Division through the Chairperson-elect’s term of office, and through his or her term as chairperson. However, a person may be selected for the Chair-elect position even though his or her term as an Executive Committee member will expire before the end of the term as Chairperson. He or she shall automatically be deemed to have been re-elected to the Executive Committee until the term as Chairperson ends, at which time the unexpired portion of the three-year Executive Committee term will be filled in accordance with Article 6.3.

6.7 Terms for Officers.

The term for each officer position shall be one year. The Chairperson-Elect shall automatically succeed to the office of Chairperson. No officer shall serve two successive terms in the same office, except the Treasurer, who may serve no more than two successive terms in office. Partial terms of office shall not be taken into account for purposes of the preceding sentence. No person shall simultaneously hold two offices for a period exceeding four months.
6.8 Nominating Committee.

At least ninety (90) days prior to the Division’s annual business meeting, the Executive Committee shall appoint a nominating committee of not less than three ONLDBar members. Unless excluded by reason of conflict of interest, The Chairperson, Chair-Elect and at least one other Executive Committee member shall serve on the nominating committee, with preference given to those Executive Committee members who have served the longest on the Executive Committee. The Executive Committee shall select the remaining member(s) of the nominating committee from the ONLD membership. Those persons who accept a position on the nominating committee members are ineligible for nomination to a new term or position for the upcoming year. Nominating Committee members must relinquish their role as nominating committee members if they have any actual or apparent conflicts of interest with applicants who are being considered for nomination. The nominating committee shall make and review all applications for Officer positions and shall report to the Executive Committee at least thirty (30) days or within a reasonable time prior to the Division’s annual business meeting, the names of all applicants considered and a recommendation for a slate of candidates consisting of one nomination for each Division position to be filled by election. The nominating committee’s proposed slate of candidates for Executive Committee positions shall be submitted to the membership unless rejected by a majority of the Executive Committee. If the slate or a portion of it is rejected, the Executive Committee shall, at least 30 days prior to the election date, formulate the slate with the assistance of the nominating committee. The nominating committee’s proposed slate of officers shall automatically be submitted to the newly elected Executive Committee for its approval or rejection.

6.9 Diversity.

The Executive Committee and the nominating committee shall use reasonable efforts to elect, appoint or nominate members to the Executive Committee, who reflect a reasonable, representative cross section of the Division’s membership taking into account all relevant factors including, without limitation, the practice area, geographic, age, gender and ethnic make up of the Division membership, culture, disability, ethnicity, gender and gender identity or expression, geographic location, national origin, practice area, race, religion, sex, sexual orientation, socioeconomic status, and veteran status. To the extent possible, no more than one person from the same law firm, company or public agency in the same department may serve on the Executive Committee at the same time.

6.10 Notice.

The report of the nominating committee shall be communicated by mail or electronically to the Division membership along with the notice of the time and place of the election at least fourteen (14) days (excluding holidays and weekends) in advance of such election. The notice may be consolidated with other communications of the Bar or its sections so long as the notice is reasonably calculated to reach all Division members prior to the election.

6.11 Election of Executive Committee Members.

Elections shall be conducted at the Division’s annual meeting, by mail, or electronically.

6.12 Election of Executive Committee Members at Annual Meeting.

If elections are conducted at the Division’s annual meeting, additional nominations may be made for any position from the floor. Elections for contested positions may be by written ballot or voice vote. Each contested position shall be set forth and voted upon separately. Elections shall be by plurality. All Division members may vote for all “at large” positions. For any given regional vacancy, only those Division members who maintain their principal office in that region may vote, with any ties to be broken by a plurality vote of the entire Division membership.

6.13 Election of Executive Committee Members by Mail or Electronically.

Upon approval of the Executive Committee, elections of Executive Committee members may be by written or electronic ballot sent to the Division membership provided the process allows: (1) for write-in votes, (2) that ballots are returned to an appropriate Division officer for tabulation and (3) that the results are certified to the
Bar Center no later than November 15. candidacy for each regional representative to the Executive Committee shall be limited to those members who maintain their principal office in that region.

6.14 Election of Officers.

Officers shall be elected by a majority vote of the Executive Committee immediately prior to the annual election of Executive Committee Members and ratified at the Division Annual Meeting.

Article 7.

Committees

7.1 Standing Committees.

The Executive Committee may establish as many standing committees as it deems necessary and may set the names, functions, and length of service of those committees. The Chairperson of the Executive Committee, with the approval of the Executive Committee, shall appoint the Chairperson and members of the standing committees.

7.2 Other Committees.

In addition to the standing committees as provided above, the Executive Committee may appoint as many special committees for particular purposes as the Division Executive Committee deems necessary and may set the name, function, and length of service of those committees. The Chairperson, with the approval of the Executive Committee, shall appoint the chairperson and members of all special committees.

Article 8.

Representation Of The Oregon State Bar’s Position

8.1 Approval Required.

Except as provided below, the Division shall not present to the legislature, or any committee or agency thereof, a position or proposal on any bill or express any position of the Division without the majority approval of the Executive Committee and the approval of the Board of Governors. If the Division’s Legislative Committee requests the Executive Committee to take a position on a bill, and if it is reasonably necessary to act prior to the next regularly scheduled Executive Committee meeting, the officers of the Executive Committee may act upon the request. At least three officers shall be required to establish a quorum to take such action. Any one officer shall have the power to reject a proposed position and refer the matter instead to the Executive Committee.

8.2 Bar Approval Process.

During regular legislative sessions the Executive Committee may, by majority vote, tentatively approve a position on a bill if that position is consistent with the Mission and Functions of the Division. Rather than initiating legislation, the Division will have the ability with this process to object or defend bills already introduced or surfacing to the attention of the Division with minimal notice.

The proposed position shall be submitted to the Bar’s Public Affairs Director or the Chairperson of the Board of Governors’ Public Affairs Committee. After receipt of the proposal, the person to whom notice was given shall have up to 72 hours to notify the Division either (a) that the position is approved or (b) that the position is being submitted to the Public Affairs Committee for approval. If such notice is not given within 72 hours, or if the position is approved, it then becomes an official position of the Division and representatives of the Division may testify or make other appropriate statements. The Bar’s Public Affairs Director shall be kept informed about the status of such positions and related activities.

If the proposal is referred to the Public Affairs Committee, it shall determine, on behalf of the Board of Governors, whether or not it is in the best interests of the entire Bar (1) for the Bar to take an official position or (2) to allow the Division to take a position as requested.
Article 9.
Receipts And Expenditures

9.1 Dues.
Membership dues shall be collected by the Bar and any other receipts of the Division shall be remitted promptly to the Bar and placed in an account designated for use by the Division.

9.2 Assessments.
The Bar may regularly assess the Division an amount of money to cover both direct and indirect costs of Division activities performed by Bar staff.

9.3 Expenditures.
Expenditure of the balance of Division funds after such assessment shall be as determined by the Executive Committee, to be disbursed by the Bar’s Executive Director, or the Director’s designee, solely as authorized in writing by the Division’s Treasurer using forms and following procedures established by the Executive Director. If the Treasurer is unavailable for authorization, the Division Chairperson may authorize disbursement of Division funds followed by written notice of the action taken. Any reimbursement of expenses incurred by the Treasurer or by the Treasurer’s firm must be authorized in writing by the Division’s Chairperson. Expenditure of Division funds shall not be in excess of the available Division fund balance, nor shall expenditures be in violation of laws or policies generally applicable to the Bar.

9.4 Retention of Funds.
Division annual reserves, if any, shall be set and maintained as provided for in the Division’s annual budget as approved by the Board of Governors.

Article 10.
Minutes And Reports

10.1 Minutes.
Minutes shall be kept of all meetings of the Executive Committee and of the Division and a copy of the minutes of each such meeting shall be promptly delivered to the Bar’s Executive Director or ONLD staff administrator and to each member of the Executive Committee within fourteen (14) days (excluding weekends and holidays) of the meeting so recorded.

10.2 Request for BOG Action.
Whenever the Division desires to request action by the Board of Governors, the requested action shall be reflected in the minutes and shall in addition be set forth in a letter accompanying the minutes and delivered to the Board of Governors in care of the Executive Director. If the vote on the requested action is not unanimous, the votes for and against shall be set forth in the minutes and the dissenting members shall be afforded the opportunity to explain their positions.

10.3 Report.
Not later than December 1, the Chairperson shall file with the Bar’s Executive Director a concise report summarizing the activities of the current year and anticipated activities for the ensuing year, together with the full text of any proposed legislation. The report shall contain a description of the budget and expenditures for that year as well as the proposed budget for the next year. This information will be summarized by Bar staff and included with the Bar Annual Reports distributed to all active members each year.

10.4 Budget.
A proposed annual budget and proposed annual dues shall be provided to the Executive Director for approval by the Board of Governors no later than September 30th of the preceding year if it contains a proposal for
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: November 17, 2018
From: Chris Costantino, Policy & Governance Committee Chair
Re: OSB Bylaws regarding section CLE activities

Action Recommended

Accept the Policy and Governance Committee’s recommendation to waive the one-meeting notice requirement and adopt amendments to OSB Bylaws Section 15.6 relating to section CLE activities.

Background

During its September 5, 2014 meeting the BOG approved changes to section CLE policies requiring sections to offer co-sponsorship of all full-day CLE programs with the CLE Seminars Department and use OSB registration services for all remaining CLE programs. Outreach with sections was conducted in 2015 and 2016 to communicate these changes and based on feedback the BOG continued to discuss the co-sponsorship requirement into 2017. In an effort to compromise with sections on the co-sponsorship requirement, during the June 23, 2017 meeting, the BOG voted to require sections to co-sponsor at least one CLE program of four hours or more every three years. The BOG’s decision requiring sections to use OSB registration services for all CLE programs not co-sponsored with the bar still stands.

Implementation of the new section CLE program requirements was set to coincide with the transition to the new database platform. Section memberships will be tracked in Aptify beginning this compliance season and the following recommended bylaw changes should take effect beginning January 1, 2019.

Section 15.6 Continuing Legal Education Activities

Subsection 15.600 CLE Publications and Seminars Scheduling
The Bar is the informational clearinghouse for the CLE activities of each section. To allow the Bar to perform its role, each section should advise the Bar’s CLE Publications and Seminars Departments of any proposed CLE activities at the earliest possible date, in accordance with timelines established by the CLE Committee.

Subsection 15.601 CLE Event Co-sponsorship with Bar
If a section decides to seek co-sponsorship for a CLE event, it is encouraged to first contact Bar’s CLE Seminars Department. If the CLE Seminars Department is unavailable to co-sponsor the seminar event, the section then may seek co-sponsorship with other organizations. Sections that provide CLE programs of four MCLE credit hours or more must co-sponsor such a program with the Bar’s CLE Seminars Department at least once out of every three years. The CLE Seminars Department will establish policies sections must adhere to when co-sponsoring for bar CLE Seminars co-sponsorship of section CLE events. These policies will address issues such as the division of event revenues and expenses between the section and the CLE Seminars Department, as well as the CLE topic, speakers, date and location.
Subsection 15.602 CLE Event Registration
The Bar’s CLE Seminars Department will provide registration services for all section CLE programs not co-sponsored by the CLE Seminars Department with the Bar. The CLE Seminars Department will determine the cost to provide registration services and establish policies sections must follow. A section that plans a seminar without the CLE Seminars Department’s co-sponsorship is responsible for applying for Minimum Continuing Legal Education credit for the seminar and paying any associated fees.

Subsection 15.602-603 Oregon State Bar Logo
A section that plans a seminar or a publication without the Bar’s co-sponsorship by a bar department must indicate clearly on all publicity, printed seminar materials and publications that the seminar or publication is a section endeavor and list the name of the sponsoring section. The section must not use the Oregon State Bar logo or the phrase Oregon State Bar CLE. A section that plans a seminar without the Bar’s co-sponsorship is responsible for applying for Minimum Continuing Legal Education credit for the seminar.
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: November 17, 2018
From: Policy & Governance Committee
Re: Editorial Advisory Committee for the Bulletin

Action Recommended

Approve general and specific charges to the Bulletin Editorial Advisory Committee; approve committee size and membership guidelines.

Background

At its September 21, 2018 meeting the BOG approved creation of an Editorial Advisory Committee for the bar Bulletin and amended the OSB bylaws accordingly. The new bylaw (section 11.2.1) gives the BOG authority to appoint an advisory committee and states the purpose of the committee, which is also the basis of the proposed general committee charge below. Staff are also providing proposed specific charges, along with options for the committee structure and membership.

Proposed Committee Charge

General: Provide guidance on editorial policies and content for the bar Bulletin. Work closely with the Editor to ensure the magazine’s content is topical, thought-provoking, aligned with the bar’s mission and of interest to significant segments of the bar.

Specific:

- Review and recommend editorial policies for approval of the Board of Governors.
- Identify and develop topics for feature articles and columns of general interest to Oregon bar members and/or that support identified OSB priorities.
- Recruit volunteer authors as needed; identify bar members and others as potential sources for feature articles assigned to contract writers.
- Work with volunteer authors who have submitted articles that need revision before further consideration.
- Advise on publication of sensitive material as requested by the editor or contributors.
- Ensure that multiple and diverse perspectives are considered in planning and publishing all editorial content.
Options

1. Approve the Proposed Editorial Advisory Committee Charge outline above.
2. Edit the Proposed Editorial Advisory Committee Charge and approve the edited version of the charge.
3. Ask staff to make revisions to the charge based on the PGC discussion and bring back to the next Policy & Governance Committee meeting.

Committee Structure and Composition

Committee size. Staff recommend a committee of 7-9 members, including one public member. Based on a review of successful models in other states, those with smaller boards report more active engagement by committee members.

Committee composition. An effective committee would include bar members from different practice settings around the state who practice in a variety of substantive legal areas. Writing and editing experience would also be helpful. At least one OSB committee, the Loan Repayment Assistance Committee, designates seats for committee members within its program policies. Most OSB committees rely on the board development committee, along with instructions to officers and liaisons in making recommendations, to ensure diversity of membership. Staff recommend following the regular appointment process for this new committee, noting that the draft charge includes a diversity element. In addition, the committee itself may wish to propose additional guidelines, which could be inserted into the editorial policies subject to board approval.

BOG participation. The Policy & Governance Committee indicated a desire to have a member of the Board of Governors sit on the Editorial Advisory Committee. One option would be for the seat to be a BOG liaison position, with the expectation of regular participation, similar to the BOG liaison position on the ONLD and the BBX. As a liaison to the Editorial Advisory Committee, the BOG member would be expected to share with the EAC perspectives of the BOG as a whole and bring any concerns from or issues about the EAC back to the full BOG. The liaison position would provide the BOG with insight into and oversight of the EAC, but not an actual vote on specific matters before it.

Alternatively, the BOG seat on the Editorial Advisory Committee could be an ex officio voting member of the committee. In this model, the Board would essentially delegate its oversight of the activities of the EAC to a single BOG member who would have a vote regarding specific matters before the Editorial Advisory Committee. If this is the preferred model, it may be worth discussing this Committee’s expectations of how that BOG member should vote. In other words, should the BOG member’s vote reflect the perspective of the BOG as a whole or the individual BOG member perspective.
Recruitment. Staff recommend announcing the new committee through a BOG Update and in the Bulletin. The new committee would be added to the existing volunteer opportunities online form and formed through the current appointments process.

**Options**

1. Approve an Editorial Advisory Committee with a minimum of 7 and a maximum of 9 members, including one public member, to be appointed by the Board of Governors through its Board Development Committee appointment process. Include a BOG member as an ex officio voting member of the committee.

2. Approve an Editorial Advisory Committee with a minimum of 7 and a maximum of 9 members, including one public member, to be appointed by the Board of Governors through its Board Development Committee appointment process. Include a BOG liaison position on the committee.

3. Propose an alternative committee structure and composition.
OREGON STATE BAR
BOG Agenda

Meeting Date: November 17, 2018
From: Policy & Governance Committee
Re: Development of a Leadership Academy

Action Recommended

Create an ad hoc committee to assist with development and implementation of a leadership academy as outlined in goal 3, strategy 5 of the Diversity Action Plan (DAP) Membership Sphere.

Background

Historically, the Oregon State Bar’s diversity, equity and inclusion programing has focused primarily on law students, with support for practicing lawyers being very limited. This has inadequately addressed issues with retention and bar-wide leadership engagement of non-dominant culture attorneys. While the bar has made significant progress across the years in involving non-dominant culture attorneys in leadership, we would like to increase the pool of non-dominant culture attorney volunteers.

The bar had a leadership college from 2006 to 2010. It was established to train future bar and community leaders, making them more effective leaders of bar groups and enhancing the public image of lawyers. During a program review in 2010, the college was sunset, due to the high per participant cost to administer the program. In part, the high cost was attributed to the dedicated staff FTE and corresponding indirect cost allocation. In 2010, the annual direct and general program expenses were $41,000. While many diverse attorneys participated on the advisory board and as fellows in the leadership college, diversity, equity, and inclusion were not a primary objective of the program.

The leadership academy being proposed now will primarily focus on guiding and preparing non-dominant culture attorneys for leadership in the OSB and the community. The objectives of the Leadership Academy are to increase participation in the OSB of historically underrepresented groups in the OSB and the community at large and thereby retain diverse attorneys in the Oregon legal community. As presently conceived, we anticipate the academy will be less expensive to run than the previous program. In addition, it will fill a critical gap in the bar’s menu of diversity and inclusion programming. Mission alignment and value of the Leadership Academy are outlined in the attached program scoresheet.

Leadership institutes like the one outlined in the DAP already exist in other states. A contingent of affinity bar representatives and staff went to Arizona last March to observe one of the Arizona State Bar Leadership Institute’s sessions. Additional information from the Washington State Bar Leadership Institute was gathered and shared with the group. Programing
from the former OSB Leadership College and the ABA Leadership Institute will also provide helpful guidance in establishing curriculum moving forward.

If approved by the BOG, the ad hoc group will be tasked with developing curriculum (consistent with the mission of the bar, the goals of the program, and available resources) and selecting the initial cohort members. The ad hoc committee will have a life span of no more than 3 years to help launch the academy.

Membership of the ad hoc group will consist of stakeholders and representatives from affinity bars, one or more current and/or former BOG members, at least one law school representative.

Options

1. Create an ad hoc committee, to assist staff with development and implementation of a Leadership Academy, with membership based on the contingent of lawyers who traveled to Arizona, and/or other individuals invited by the Director of Diversity & Inclusion to participate, with the goal of adding valuable perspectives and creating community buy-in.

2. Create an ad hoc committee and have the Board Development Committee select candidates for appointment during the November BOG meeting.

3. Task staff with development and implementation of the Leadership Academy.

4. Do nothing.

Attachment: Leadership Academy Program Score Sheet
## Program/Service/Activity Scoresheet

**Description**
The objectives of the Leadership Academy are to increase participation in the OSB of historically underrepresented groups in the OSB and the community at large and thereby retain diverse attorneys in the Oregon legal community.

<table>
<thead>
<tr>
<th>Factors</th>
<th>Data</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member Impact</td>
<td>Each cohort will be comprised of 15 bar members who will directly benefit from the skills acquired from the academy. While only a small number of members will directly benefit each year, the impact on the whole OSB membership will be felt as the number of OSB leaders from non-dominant cultures grows over time.</td>
<td>3</td>
</tr>
<tr>
<td>Impact on lawyers from non-dominant cultures</td>
<td>Cohort participants will be required to volunteer in a leadership role after completing the academy. The goal is to have more non-dominant cultures represented in OSB leadership and community volunteer roles.</td>
<td>4</td>
</tr>
<tr>
<td>Public Impact</td>
<td>Leaders who reflect the community they serve.</td>
<td>4</td>
</tr>
<tr>
<td>Competition</td>
<td>There are no other known programs in the state directly competing with the proposed Leadership Academy.</td>
<td>5</td>
</tr>
<tr>
<td>Volunteer Engagement</td>
<td>A development committee of approximately 12 members will be utilized to establish curriculum and assist in selecting members of the first cohort. Additional volunteers will be involved in facilitating the monthly academy training sessions. Approximately 45 volunteers per year.</td>
<td>3</td>
</tr>
</tbody>
</table>
| Revenue/Cost             | 1. Direct cost: $20k for cohort and facilitator travel; $5k for catering during sessions; $2k for misc. expenses  
2. Indirect Cost: None, the FTE for this program will be absorbed by the D&I Department  
3. Capital Cost: None  
4. Revenue Generated: None  
5. Net: $27,000 annually  
6. Percent of Operating Budget: .041% | 1     |
| Cost per Member Served   | The cost per academy participant is approximately $2,000. All other department activities are geared toward law students, this program will be the first department program to focus on enhancing skills and retaining diverse members of the OSB. | 3     |
| Cost per Member          | The budget for this program will come from the $45 D&I assessment each active member pays annually with their membership fee. With nearly 15,000 active members, the cost to each active member is $1.80 annually. | 5     |

**Mission Alignment**

<table>
<thead>
<tr>
<th>Strategic Goals</th>
<th>Comments</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support judicial system</td>
<td>A component of the academy training will focus on professional development and one piece will outline the steps to take to become a judge. Research shows having a bench that represents the community it serves narrows the justice gap.</td>
<td>4</td>
</tr>
<tr>
<td>Improve administration of justice</td>
<td>Another component of the academy will address and train cohort members on how to be efficient and effective in their practice and dealings with the court</td>
<td>4</td>
</tr>
<tr>
<td>Protect public</td>
<td>While ethics and professionalism topics will be discussed as part of the curriculum, public protection and attorney regulation will not be a primary focus for the academy.</td>
<td>2</td>
</tr>
<tr>
<td>Advance DEI</td>
<td>The primary goal of the academy is to advance non-dominant attorneys in all area of the legal community.</td>
<td>5</td>
</tr>
<tr>
<td>Educate public</td>
<td>The program will focus on educating attorneys and will not have a component for public education.</td>
<td>1</td>
</tr>
<tr>
<td>OSB Program/Service/Activity Scoresheet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Promote professional development</strong></td>
<td>Another goal of the program will focus on leadership development and work towards attaining the highest standards of professionalism as they volunteer in the community and through the OSB.</td>
<td>5</td>
</tr>
<tr>
<td><strong>Increase access to justice</strong></td>
<td>When the bench and bar reflects the communities it serves, research shows it narrows the justice gap.</td>
<td>3</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>24</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td></td>
<td>3.4</td>
</tr>
</tbody>
</table>

Combined Total (Factors + Mission Alignment Average) 3.4 average
Background

In preparation for the upcoming fiscal calendar year, attached is the second and proposed final draft of the 2019 Budget covering the period from January 1st through December 31st, 2019. This version of the 2019 budget is balanced for the fiscal year and incorporates the following:

- Increase in total Revenues over the 2018 budget due to:
  - Conservative 2018 budget, and a slight increase in total 2019 membership of .2%.
  - Previously approved increase of $5.00 in the Client Security Fund assessment.
  - Already implemented increase in the Admissions application fee from $625 to $750.
  - Increase in Referral services revenue of 20%.
  - Increase in Fanno Creek revenue of 6%.
- Salary pool increase of 3.5%, offset with a generic attrition rate of -1%.
- Overall decrease of -5% in direct department expenditures.

Per by-law 7.2: The Budget and Finance Committee will submit its recommendation for final approval to the Board.

Recommendation

The Budget and Finance committee approved the budget contained herein. The Budget and Finance committee moves that the BOG approve the 2019 budget.
Summary of Key Activities

Membership Fees
Membership fees include the $5.00 increase to the Client Security Fund, and no further changes to the membership fee structure for 2019. The proposed fee structure presented to the HOD for approval (including late fees) are captured in the table below:

<table>
<thead>
<tr>
<th>Category</th>
<th>2018 Fee through January 31st</th>
<th>2018 Fee effective February 1st</th>
<th>2019 Fee through January 31st</th>
<th>2019 Fee effective February 1st</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active Over 2 Years</td>
<td>$552.00</td>
<td>$652.00</td>
<td>$557.00</td>
<td>$657.00</td>
</tr>
<tr>
<td>Active Under 2 Years *</td>
<td>$465.00</td>
<td>$565.00</td>
<td>$470.00</td>
<td>$570.00</td>
</tr>
<tr>
<td>Active Pro-Bono</td>
<td>$125.00</td>
<td>$125.00</td>
<td>$125.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Inactive</td>
<td>$125.00</td>
<td>$175.00</td>
<td>$125.00</td>
<td>$175.00</td>
</tr>
<tr>
<td>Retired</td>
<td>$125.00</td>
<td>$175.00</td>
<td>$125.00</td>
<td>$175.00</td>
</tr>
</tbody>
</table>

Fee Breakdown:

<table>
<thead>
<tr>
<th>Category</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>$477.00</td>
</tr>
<tr>
<td>Subscription</td>
<td>$10.00</td>
</tr>
<tr>
<td>CSF</td>
<td>$15.00</td>
</tr>
<tr>
<td>AAP</td>
<td>$45.00</td>
</tr>
<tr>
<td>LRAP</td>
<td>$10.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$557.00</strong></td>
</tr>
</tbody>
</table>

Admissions
While admissions is anticipating a 2.2% drop in applications from the 2018 budget to 880 total, the application fee increase from $625 to $750 has been in effect from August 1, 2018. Thus, revenues from application fees should total $660K (up 13% from 2018 budget). This coming year is also the first year that attorneys can become members of the Oregon State Bar through reciprocity, which should generate a small increase in investigation fees. Last, an increase in the rebate revenue for exams taken by laptop. The overall net generated by Admissions (after ICA) is expected to increase from $42K to $95K.

Referral Services
Revenue from Referral Services is on pace to exceed $900K in 2018 (against a budget of $830K) and continues a strong upward trend. Of particular note are calls that go unattended due to being short-handed on staff. The budget for 2019 comprehends addressing RIS staffing shortage and is projecting revenue of $994K.

Fanno Creek
A new tenant has signed a 7 year lease to occupy the vacancy in Suite 175 starting October 1st, 2018, and will bring the building to full occupancy for all of 2019. The revenue budget for 2019 is therefore increased $57K over 2018, however this amount is partially offset by increased maintenance expenses. The next opening in our tenant roster under contract occurs in 2020, when we have 2 tenants whose leases are set to expire; one in June and one in September.
Wages and Benefits
Total wages and benefits expenses are forecasted to end 2018 at approximately $9,623K. This is down $220K from the budget due to preceding long standing employee resignations (and therefore reduced applied pension expense), and the time to fill those and other positions requiring backfill. The total salary expense projected for 2019 is $9.850M, and is $227K higher than the total forecasted expense for 2018. This increase is based on a 3.5% salary pool increase, and incorporates a 1% rate of attrition.

The marginal effect of a 4% salary pool, would increase wages and benefits ~ $47K in 2019, and over the five-year period 2019-2023 (unadjusted for attrition and additional year over year increases) would be approximately $235K.

Direct Program Expenses
Direct program expenditures have been reduced significantly in this year’s budget, generating a total savings of more than $400K, through a combination of already in-process cost reduction efforts and other newly identified actions. These activities range from continued focus efforts on the part of staff to operate “paperless” and reduce copying expenditures, lower total postal expenditures, reduction in CLE video expenses, and consolidation of various I/T activities into one central department.

Other Key activities and Operating Objectives
A critical project objective for the Bar is to continue to upgrade our overall I/T infrastructure while reducing expenses. The implementation of Aptify will be mostly completed by December 31st 2018, with some module completion taking place in the first half of 2019. The total cost of the Aptify project at completion is estimated to be $1.2M, and will be depreciated over a 5 year period. This will add $200K of non-cash expense to the P&L. This expense and neutral impact on cash is comprehended in the 2019 budget and the five-year projection.

A line item has been included in the 2019 budget (and in the five-year projection), to migrate from biennial to an annual audit cycle. This should add at most, approximately $10K to the total audit fees over a two-year period as opposed to conducting a single audit every two years. This would reduce the burden considerably on internal staff in supporting the audit.

Five Year Projection
The five year projected budget has been built with the following base conditions:
- Flat membership revenues from 2019 through 2023.
- Salary pool increases of 3.5%, offset by a -1.0% attrition rate.
- Flat direct program expenditures.
- Decrease in operating expenses starting in 2020 of -$100K due to loan refinancing
- Increase in the G&A offset due to Section assessment increase to $9.50 in 2020.

Included in the five-year projection is a modest refinancing of the current $13M mortgage loan, to lower the overall annual payments from $934K to $790K. This loan has an interest rate of 5.99%, for which we make monthly payments totaling $934K annually. Interest rates available
to the Bar are currently at 4.875% (and likely better). Refinancing the loan, in conjunction with a $1M - $2M further pay down of loan principal has the potential to reduce the annual payments from $934K to $634K annually. The terms of the current loan carry a balloon payment that is due in 2023. The Director of Finance is researching available refinancing options.

The cumulative impact of these factors, at present, suggests a balanced budget will be attained in the Years 2020 and 2021, however a deficit appears in the Years 2022 and 2023. In the absence of identifying additional sources of revenue in the interim to cover those deficits, executing a favorable refinancing of the mortgage loan, or significant expense savings being identified, a minor increase in fees will need to be approved.

It is the objective of the Bar executive management to present a request for a fee increase only as an option of last resort.

Five Year Projection:

<table>
<thead>
<tr>
<th>Description</th>
<th>2018 forecast</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Membership Fees</td>
<td>$7,968,200</td>
<td>$8,143,955</td>
<td>$8,143,955</td>
<td>$8,143,955</td>
<td>$8,143,955</td>
<td>Inc 2019 to 2018(F), then flat</td>
</tr>
<tr>
<td>Program Fees</td>
<td>3,817,755</td>
<td>4,103,343</td>
<td>4,131,343</td>
<td>4,163,343</td>
<td>4,193,343</td>
<td>4,223,343</td>
</tr>
<tr>
<td>PLF Grant</td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
<td>200,000</td>
<td>Flat</td>
</tr>
<tr>
<td>Fanno Creek Place</td>
<td>906,796</td>
<td>957,488</td>
<td>986,212</td>
<td>1,015,799</td>
<td>1,046,273</td>
<td>1,077,661</td>
</tr>
<tr>
<td>TOTAL REVENUE</td>
<td>20,380,317</td>
<td>20,952,645</td>
<td>21,050,170</td>
<td>21,120,230</td>
<td>21,181,618</td>
<td></td>
</tr>
<tr>
<td>EXPENSES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>6,984,548</td>
<td>7,260,172</td>
<td>7,441,677</td>
<td>7,627,719</td>
<td>7,742,135</td>
<td>7,858,267</td>
</tr>
<tr>
<td>Taxes and Benefits</td>
<td>2,858,665</td>
<td>2,586,416</td>
<td>2,651,076</td>
<td>2,717,353</td>
<td>2,758,113</td>
<td>2,799,485</td>
</tr>
<tr>
<td>Salaries and Benefits</td>
<td>9,843,213</td>
<td>9,846,588</td>
<td>10,092,753</td>
<td>10,345,072</td>
<td>10,500,248</td>
<td>10,657,751</td>
</tr>
<tr>
<td>Direct Program Expense</td>
<td>9,245,486</td>
<td>8,844,932</td>
<td>8,844,932</td>
<td>8,844,932</td>
<td>8,844,932</td>
<td>$400K 2019, then flat</td>
</tr>
<tr>
<td>Operating Expense</td>
<td>376,840</td>
<td>382,348</td>
<td>384,378</td>
<td>392,065</td>
<td>399,907</td>
<td>407,905</td>
</tr>
<tr>
<td>Depreciation</td>
<td>513,400</td>
<td>760,974</td>
<td>765,974</td>
<td>770,974</td>
<td>775,974</td>
<td>780,974</td>
</tr>
<tr>
<td>Meeting Rooms Marketing</td>
<td>1,500</td>
<td>1,500</td>
<td>1,500</td>
<td>1,500</td>
<td>1,500</td>
<td>1,500</td>
</tr>
<tr>
<td>Mortgage Interest</td>
<td>646,462</td>
<td>628,739</td>
<td>530,000</td>
<td>530,000</td>
<td>530,000</td>
<td>530,000</td>
</tr>
<tr>
<td>Non-Operating Expense</td>
<td>1,161,362</td>
<td>1,391,213</td>
<td>1,297,474</td>
<td>1,302,474</td>
<td>1,307,474</td>
<td>1,312,474</td>
</tr>
<tr>
<td>General and Administrative Expense</td>
<td>836,258</td>
<td>1,031,802</td>
<td>836,258</td>
<td>836,258</td>
<td>836,258</td>
<td>836,258</td>
</tr>
<tr>
<td>Indirect Cost Allocation Net</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Less: Assessment - Sections</td>
<td>(138,700)</td>
<td>(138,700)</td>
<td>(164,050)</td>
<td>(164,050)</td>
<td>(164,050)</td>
<td>(164,050)</td>
</tr>
<tr>
<td>Less: Expense offsets</td>
<td>(76,925)</td>
<td>(49,151)</td>
<td>(76,925)</td>
<td>(76,925)</td>
<td>(76,925)</td>
<td>(76,925)</td>
</tr>
<tr>
<td>Less: Service Reimbursements</td>
<td>(13,250)</td>
<td>(13,250)</td>
<td>(13,250)</td>
<td>(13,250)</td>
<td>(13,250)</td>
<td>(13,250)</td>
</tr>
<tr>
<td>Net General &amp; Admin Offsets</td>
<td>(228,875)</td>
<td>(201,891)</td>
<td>(254,233)</td>
<td>(254,233)</td>
<td>(254,233)</td>
<td>(254,233)</td>
</tr>
<tr>
<td>Contingency</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>TOTAL EXPENSE</td>
<td>21,259,284</td>
<td>21,319,993</td>
<td>21,226,570</td>
<td>21,491,576</td>
<td>21,659,594</td>
<td>21,830,095</td>
</tr>
<tr>
<td>NET OPERATING REVENUE (EXP)</td>
<td>(878,967)</td>
<td>(367,348)</td>
<td>(226,400)</td>
<td>(431,820)</td>
<td>(539,364)</td>
<td>(648,477)</td>
</tr>
<tr>
<td>Unrealized Investment Gains /(Losses)</td>
<td>(579,588)</td>
<td>0</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Revenue (Expense) 2018 forecast</td>
<td>842,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Addback: Depreciation</td>
<td>513,400</td>
<td>760,974</td>
<td>760,974</td>
<td>770,974</td>
<td>775,974</td>
<td>780,974</td>
</tr>
<tr>
<td>Subtract: Capital Projects</td>
<td>(189,000)</td>
<td>(88,057)</td>
<td>(153,900)</td>
<td>(75,000)</td>
<td>(75,000)</td>
<td>(75,000)</td>
</tr>
<tr>
<td>Subtract: Mortgage Principal</td>
<td>(267,846)</td>
<td>(305,566)</td>
<td>(259,507)</td>
<td>(259,507)</td>
<td>(259,507)</td>
<td>(259,507)</td>
</tr>
<tr>
<td>Net Cash Contribution</td>
<td>59,416</td>
<td>0</td>
<td>121,167</td>
<td>4,647</td>
<td>(97,896)</td>
<td>(202,010)</td>
</tr>
</tbody>
</table>
Membership:

Forward Looking Opportunities & Challenges:

Bar staff will continue to explore other opportunities for revenue improvement, however those opportunities may be offset by the presence of other challenges carrying additional expense.

Opportunities:
- More robust Non-Bar memberships, for which we can charge $225 per member.
- Developing other “exchange” based products.
- Comity Certificate fee.
- Charge active fee to over 50-year members.
- Reconfigure existing space to allow for more rentable office suites to tenants.

Challenges
- Wage and Benefits expenses continue to comprise a larger % of the budget.
- High cost of mortgage, interest plus principal equals $934K annually.
- Reducing travel expenditures and reimbursements.
- Building maintenance.
- Decreasing Legal Publications revenue.
OREGON STATE BAR
Board of Governors Meeting

Meeting Date: November 16, 2018
From: Budget and Finance Committee
Subject: 2019 Section Dues

Background

This memo outlines that there are four (4) sections that are proposing an increase in their section dues for 2019. Those sections are:

1. Real Estate and Land Use Section, from $25 to $30
2. Business Law Section, from $30 to $35
3. Taxation Section, from $25 to $30
4. Juvenile Law, from $25 to $30

Per by-law 15.4: The Board must approve the dues for each section. Each section should set dues at an appropriate level to pay for programs and activities.

Recommendation

The Budget and Finance committee approved the dues increases noted above. All other Section dues are unchanged from 2018 levels. The Budget and Finance committee moves that the BOG approve the section dues for 2019.
<table>
<thead>
<tr>
<th>Sec #</th>
<th>Section</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>801</td>
<td>Admiralty Section</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>802</td>
<td>Dispute Resolution Section</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>803</td>
<td>Antitrust, Trade Reg Section</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>804</td>
<td>Appellate Practice Section</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>805</td>
<td>Aviation Law Section</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>806</td>
<td>Business Law Section</td>
<td>30</td>
<td>35</td>
</tr>
<tr>
<td>807</td>
<td>Business Litigation Section</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>808</td>
<td>Civil Rights Section</td>
<td>27</td>
<td>27</td>
</tr>
<tr>
<td>809</td>
<td>Computer &amp; Internet Law Section</td>
<td>24</td>
<td>24</td>
</tr>
<tr>
<td>810</td>
<td>Construction Law Section</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>811</td>
<td>Criminal Law Section</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>812</td>
<td>Debtor/Creditor Section</td>
<td>35</td>
<td>35</td>
</tr>
<tr>
<td>813</td>
<td>Environment &amp; Natural Res. Section</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>814</td>
<td>Estate Planning &amp; Admin. Section</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>815</td>
<td>Family Law Section</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>816</td>
<td>Government Law Section</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>817</td>
<td>Health Law Section</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>818</td>
<td>International Law Section</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>819</td>
<td>Labor &amp; Employment Law Section</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>821</td>
<td>Litigation Section</td>
<td>30</td>
<td>30</td>
</tr>
<tr>
<td>823</td>
<td>Intellectual Property Section</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>824</td>
<td>Energy, Telecom, Utility Law Section</td>
<td>27</td>
<td>27</td>
</tr>
<tr>
<td>825</td>
<td>Real Estate &amp; Land Use Section</td>
<td>25</td>
<td>30</td>
</tr>
<tr>
<td>826</td>
<td>Disability Law Section</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>827</td>
<td>Securities Regulation Section</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>828</td>
<td>Taxation Section</td>
<td>25</td>
<td>30</td>
</tr>
<tr>
<td>829</td>
<td>Product Liability Section</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>830</td>
<td>Workers’ Compensation Section</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>833</td>
<td>Indian Law Section</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>834</td>
<td>Animal Law</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>835</td>
<td>Sustainable Future</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>836</td>
<td>Corporate Counsel Section</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>837</td>
<td>Agricultural Law Section</td>
<td>17</td>
<td>17</td>
</tr>
<tr>
<td>838</td>
<td>Consumer Law Section</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>840</td>
<td>Sole &amp; Small Firm Pract. Section</td>
<td>19</td>
<td>19</td>
</tr>
<tr>
<td>841</td>
<td>Constitutional Law Section</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>842</td>
<td>Elder Law Section</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>843</td>
<td>Juvenile Law Section</td>
<td>25</td>
<td>30</td>
</tr>
<tr>
<td>844</td>
<td>Administrative Law Section</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>845</td>
<td>Diversity Section</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>846</td>
<td>Nonprofit Organizations Law</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>847</td>
<td>Military &amp; Veterans Law - Fund Balance</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>848</td>
<td>Cannabis Law Section</td>
<td>20</td>
<td>20</td>
</tr>
</tbody>
</table>
OREGON STATE BAR
Board of Governors Meeting

Meeting Date: November 16, 2018
From: Budget and Finance Committee
Subject: Receipt of Report of Independent Auditors Letter to the BOG

Background

Independent auditors Moss Adams, LLC was contracted to perform the financial audit of the Oregon State Bar Fund for the two-year period ending December 31st, 2017. The auditors concluded their work, having noted that the Bar’s financial records are in good standing and fairly represent the Bar’s financial condition. These findings were reported to the Budget and Finance committee September 21st in person by Julie Desimone, the partner in charge of the audit, and recorded in Moss Adams’ letter to the Board of Governors dated October 1, 2018. The acknowledgement by the BOG of the receipt of Independent Auditors Letter marks the formal end of the audit.

Recommendation

The Budget and Finance committee moves that the BOG acknowledge receipt of the Report of Independent Auditors letter dated October 1st, 2018.
Report of Independent Auditors

The Board of Governors
Oregon State Bar
Oregon State Bar Fund

We have audited the accompanying statements of net position of the Oregon State Bar Fund (the Bar), as of December 31, 2017, and the related statements of revenues, expenses and changes in net position and cash flows for the two-year period then ended, and the related notes to the financial statements, as listed in the table of contents.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement to the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.
Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Oregon State Bar Fund as of December 31, 2017, and the respective changes in financial position and cash flows, where applicable thereof for the two years then ended in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Oregon State Bar Fund and do not purport to, and do not, present fairly the financial position of the Oregon State Bar as of December 31, 2017, and the changes in its financial position, or, where applicable, its cash flows for the two-year period ended December 31, 2017 in conformity with accounting principles generally accepted in the United States of America.

Other Matter

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management’s Discussion and Analysis on pages 3 through 7, and the schedule of proportionate share of the net pension liability, and schedule of contributions on pages 30 through 31 be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated October 1, 2018 on our consideration of the Bar’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of our audit.

[Signature]

Portland, Oregon
October 1, 2018
<table>
<thead>
<tr>
<th>House District</th>
<th>Geographic Area</th>
<th>Republican Candidate</th>
<th>Vote</th>
<th>Share</th>
<th>Democratic Candidate</th>
<th>Third Party Candidate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>S Coast</td>
<td>David Brock Smith</td>
<td>68.5</td>
<td>31.1</td>
<td>Shannon Souza</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Roseburg</td>
<td>Gary Leif</td>
<td>66.2</td>
<td>33.5</td>
<td>Megan Salter</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Grants Pass</td>
<td>Carl Wilson</td>
<td>69.3</td>
<td>30.4</td>
<td>Jerry Morgan</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Central Point</td>
<td>Duane Stark</td>
<td>98</td>
<td>n/a</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Ashland</td>
<td>Sandra Abercrombie</td>
<td>32.6</td>
<td>67.8</td>
<td>Pam Marsh</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Medford</td>
<td>Kim Wallan</td>
<td>54</td>
<td>45.8</td>
<td>Michelle Atkinson</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>S Lane</td>
<td>Cedric Hayden</td>
<td>61</td>
<td>38.7</td>
<td>Christy Inskip</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>S Eugene</td>
<td>n/a</td>
<td>79.8</td>
<td>Paul Holvey</td>
<td>Martha Sherwood (19.5)</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>S Central Coast</td>
<td>Teri Grier</td>
<td>45.5</td>
<td>54.1</td>
<td>Caddy McKeown</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>N Central Coast</td>
<td>Thomas Donohue</td>
<td>42.8</td>
<td>57.1</td>
<td>David Gomberg</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Eugene, N Lane</td>
<td>Mark Herbert</td>
<td>43.1</td>
<td>56.8</td>
<td>Marty Wilde</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Springfield</td>
<td>n/a</td>
<td>95.2</td>
<td>John Lively</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Eugene, N Lane</td>
<td>n/a</td>
<td>96.7</td>
<td>Nancy Nathanson</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>N Central Lane</td>
<td>Rich Cunningham</td>
<td>38.8</td>
<td>60.1</td>
<td>Julie Fahey</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Albany</td>
<td>Shelly Davis</td>
<td>56.5</td>
<td>38.4</td>
<td>Jerred Taylor</td>
<td>Cynthia Hyatt (4.8)</td>
</tr>
<tr>
<td>16</td>
<td>Corvallis</td>
<td>n/a</td>
<td>95.1</td>
<td>Dan Rayfield</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>E Linn, Marion</td>
<td>Sherrie Sprenger</td>
<td>71.5</td>
<td>28.2</td>
<td>Renee Windsor-White</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>S Clack, E. Marion</td>
<td>Rick Lewis</td>
<td>66.5</td>
<td>33.3</td>
<td>Barry Shapiro</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>S Salem</td>
<td>Denyc Boles</td>
<td>53.3</td>
<td>46.5</td>
<td>Mike Ellison</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>West Salem</td>
<td>Selma Pierce</td>
<td>46.4</td>
<td>53.4</td>
<td>Paul Evans</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Salem</td>
<td>Jack Esp</td>
<td>37.1</td>
<td>62.6</td>
<td>Brian Clem</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Woodburn</td>
<td>Marty Heyen</td>
<td>42.2</td>
<td>57.6</td>
<td>Teresa Alonso Leon</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Polk, Benton</td>
<td>Mike Nearman</td>
<td>54.2</td>
<td>43.5</td>
<td>Danny Jaffer</td>
<td>Mark Karnowski (2.1)</td>
</tr>
<tr>
<td>24</td>
<td>Yamhill</td>
<td>Ron Noble</td>
<td>56.9</td>
<td>43.8</td>
<td>Ken Moore</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Kiezer, Newberg</td>
<td>Bill Post</td>
<td>58.4</td>
<td>41.4</td>
<td>Dave McCall</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Wilsonville</td>
<td>Rich Vial</td>
<td>47.1</td>
<td>50.9</td>
<td>Courtney Neron</td>
<td>Tim Nelson (1.9)</td>
</tr>
<tr>
<td>27</td>
<td>Beaverton</td>
<td>Brian Pierson</td>
<td>31.3</td>
<td>66</td>
<td>Sheri Malstrom</td>
<td>Katy Brumelow (2.6)</td>
</tr>
<tr>
<td>28</td>
<td>Beaverton</td>
<td>n/a</td>
<td>84.7</td>
<td>Jeff Barker</td>
<td>Lars Hedbor (14.4)</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>W Wash Co</td>
<td>David Molina</td>
<td>40.7</td>
<td>57.4</td>
<td>Susan McLain</td>
<td>William Namestnik (1.8)</td>
</tr>
<tr>
<td>30</td>
<td>Hillsboro</td>
<td>Dorothy Merritt</td>
<td>31.3</td>
<td>61.4</td>
<td>Janeen Sollman</td>
<td>Kyle Markley (7.3)</td>
</tr>
</tbody>
</table>

**BOLD Blue = Legally Trained**
<table>
<thead>
<tr>
<th>House</th>
<th>Geographic</th>
<th>Republican</th>
<th>Vote</th>
<th>Republican Share</th>
<th>Democratic</th>
<th>Third Party Candidate</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>St Helens</td>
<td>Brian Stout</td>
<td>46.2</td>
<td>53.5</td>
<td>Brad Witt</td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>N Coast</td>
<td>Vinetta Lower</td>
<td>43</td>
<td>49.4</td>
<td>Tiffiny Mitchell</td>
<td>Brian Halvorsen(4.2), Randell Carlson (3.3)</td>
</tr>
<tr>
<td>33</td>
<td>NW Portland</td>
<td>Elizabeth Reye</td>
<td>23.7</td>
<td>76.2</td>
<td>Mitch Greenlick</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>NE Wash Co</td>
<td>Michael Ngo</td>
<td>25.9</td>
<td>69.1</td>
<td>Ken Helm</td>
<td>Joshua Johnston (4.8)</td>
</tr>
<tr>
<td>35</td>
<td>Tigard</td>
<td>Bob Niemeyer</td>
<td>32.2</td>
<td>67.6</td>
<td>Margaret Doherty</td>
<td></td>
</tr>
<tr>
<td>36</td>
<td>SW Portland</td>
<td>n/a</td>
<td>n/a</td>
<td>97.8</td>
<td>Jennifer Williamson</td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>West Linn</td>
<td>Julie Parrish</td>
<td>47.4</td>
<td>52.4</td>
<td>Rachel Prusak</td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>Lake Oswego</td>
<td>n/a</td>
<td>n/a</td>
<td>97.6</td>
<td>Andrea Salinas</td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>Canby, OR City</td>
<td>Christine Drazen</td>
<td>59.3</td>
<td>40.5</td>
<td>Elizabeth Graser-Lindsey</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Gladstone</td>
<td>Josh Hill</td>
<td>44.3</td>
<td>55.5</td>
<td>Mark Meek</td>
<td>Chris Henry(l)</td>
</tr>
<tr>
<td>41</td>
<td>Milwaukie</td>
<td>n/a</td>
<td>n/a</td>
<td>97</td>
<td>Karin Power</td>
<td></td>
</tr>
<tr>
<td>42</td>
<td>Inner SE Portland</td>
<td>n/a</td>
<td>n/a</td>
<td>93.9</td>
<td>Rob Nosse</td>
<td>Bruce Knight (5.8)</td>
</tr>
<tr>
<td>43</td>
<td>NE Portland</td>
<td>n/a</td>
<td>n/a</td>
<td>98.6</td>
<td>Tawna Sanchez</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>N Portland</td>
<td>n/a</td>
<td>n/a</td>
<td>89.1</td>
<td>Tina Kotek</td>
<td>Manny Guerra (10.3)</td>
</tr>
<tr>
<td>45</td>
<td>Inner NE Portland</td>
<td>n/a</td>
<td>n/a</td>
<td>97.5</td>
<td>Barbara Smith Warner</td>
<td></td>
</tr>
<tr>
<td>46</td>
<td>Inner SE Portland</td>
<td>n/a</td>
<td>n/a</td>
<td>97.6</td>
<td>Alissa Keny-Guyer</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>N Central Mult Co</td>
<td>n/a</td>
<td>n/a</td>
<td>95.1</td>
<td>Diego Hernandez</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>S Central Mult Co</td>
<td>Sonny Yellott</td>
<td>31.1</td>
<td>68.5</td>
<td>Jeff Reardon</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>N Gresham</td>
<td>Justin Hwang</td>
<td>45.4</td>
<td>50.7</td>
<td>Chris Gorsek</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>S Gresham</td>
<td>n/a</td>
<td>n/a</td>
<td>93.1</td>
<td>Carla Piluso</td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>East Clack Co</td>
<td>Lori Chavez-Deremer</td>
<td>46.6</td>
<td>53.2</td>
<td>Janelle Bynum</td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>Hood River</td>
<td>Jeff Helfrich</td>
<td>48.5</td>
<td>51.4</td>
<td>Anna Williams</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>Deschutes</td>
<td>Jack Zika</td>
<td>56.5</td>
<td>43.3</td>
<td>Eileen Kiely</td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>Bend</td>
<td>Cheri Helt</td>
<td>58.5</td>
<td>24.5</td>
<td>Nathan Boddie</td>
<td>Amanda La Bell (15.1)</td>
</tr>
<tr>
<td>55</td>
<td>S Central OR</td>
<td>Mike McLane</td>
<td>73.3</td>
<td>26.5</td>
<td>Karen Rippberger</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>Klamath</td>
<td>Werner Reschke</td>
<td>71.8</td>
<td>27.9</td>
<td>Taylor Tupper</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>NE OR</td>
<td>Greg Smith</td>
<td>96.9</td>
<td>n/a</td>
<td>Skye Farnam(24.1)</td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>Pendleton</td>
<td>Greg Barreto</td>
<td>75.4</td>
<td>n/a</td>
<td>Skye Farnam(24.1)</td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>N Central OR</td>
<td>Daniel Bonham</td>
<td>62.4</td>
<td>37.5</td>
<td>Darcy Long-Curtiss</td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>SE OR</td>
<td>Lynn Findley</td>
<td>98.4</td>
<td>n/a</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BOLD Blue = Legally Trained**
<table>
<thead>
<tr>
<th>Senate District</th>
<th>Geographic Area</th>
<th>Incumbent</th>
<th>Republican Candidate</th>
<th>Vote Share</th>
<th>Democratic Candidate</th>
<th>Third Party Candidate</th>
<th>Democrats</th>
<th>Republicans</th>
<th>Nonaffiliated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>S Coast, Roseburg</td>
<td>Dallas Heard</td>
<td>Dallas Heard</td>
<td>64.3</td>
<td>Shannon Souza</td>
<td></td>
<td>24%</td>
<td>36%</td>
<td>32%</td>
</tr>
<tr>
<td>2</td>
<td>Jackson, Josephine</td>
<td>Herman Baertschiger, Jr.</td>
<td>Jessica Gomez</td>
<td>44.8</td>
<td>Jeff Golden</td>
<td></td>
<td>35%</td>
<td>27%</td>
<td>33%</td>
</tr>
<tr>
<td>3</td>
<td>Medford, Ashland</td>
<td>Alan DeBoer</td>
<td>Jessica Gomez</td>
<td>44.8</td>
<td>Jeff Golden</td>
<td></td>
<td>35%</td>
<td>27%</td>
<td>33%</td>
</tr>
<tr>
<td>4</td>
<td>S Eugene, Lane Co</td>
<td>Floyd Prozanski</td>
<td>Scott Rohter</td>
<td>38.4</td>
<td>Floyd Prozanski</td>
<td></td>
<td>38%</td>
<td>27%</td>
<td>28%</td>
</tr>
<tr>
<td>5</td>
<td>Mid-Coast</td>
<td>Arnie Roblan</td>
<td></td>
<td>33%</td>
<td></td>
<td></td>
<td>33%</td>
<td>27%</td>
<td>33%</td>
</tr>
<tr>
<td>6</td>
<td>Springfield, Eugene</td>
<td>Lee Beyer</td>
<td>Robert Schwartz</td>
<td>40.8</td>
<td>Lee Beyer</td>
<td></td>
<td>36%</td>
<td>26%</td>
<td>31%</td>
</tr>
<tr>
<td>7</td>
<td>Eugene, N Lane</td>
<td>James Manning</td>
<td>n/a</td>
<td>94.7</td>
<td>James Manning</td>
<td></td>
<td>40%</td>
<td>24%</td>
<td>30%</td>
</tr>
<tr>
<td>8</td>
<td>Albany, Corvallis</td>
<td>Sara Gelser</td>
<td>Erik Parks</td>
<td>34.7</td>
<td>Sara Gelser</td>
<td></td>
<td>38%</td>
<td>26%</td>
<td>30%</td>
</tr>
<tr>
<td>9</td>
<td>E Central Willamette Valley</td>
<td>Fred Girod</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>25%</td>
<td>36%</td>
<td>32%</td>
</tr>
<tr>
<td>10</td>
<td>Salem, S Marion</td>
<td>Jackie Winters</td>
<td>Jackie Winters</td>
<td>53.7</td>
<td>Deb Patterson</td>
<td></td>
<td>32%</td>
<td>31%</td>
<td>31%</td>
</tr>
<tr>
<td>11</td>
<td>Keizer, Woodburn</td>
<td>Peter Courtney</td>
<td>Greg Warnock</td>
<td>40.5</td>
<td>Peter Courtney</td>
<td></td>
<td>33%</td>
<td>21%</td>
<td>39%</td>
</tr>
<tr>
<td>12</td>
<td>W Central Willamette V</td>
<td>Brian Boquist</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>29%</td>
<td>34%</td>
<td>30%</td>
</tr>
<tr>
<td>13</td>
<td>Newberg, Wilsonville</td>
<td>Kim Thatcher</td>
<td>Kim Thatcher</td>
<td>56.3</td>
<td>Sarah Grider</td>
<td></td>
<td>31%</td>
<td>32%</td>
<td>31%</td>
</tr>
<tr>
<td>14</td>
<td>Beaverton</td>
<td>Mark Hass</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>41%</td>
<td>22%</td>
<td>31%</td>
</tr>
<tr>
<td>15</td>
<td>Hillsboro, Forest Grove</td>
<td>Chuck Riley</td>
<td>Alexander Flores</td>
<td>41.2</td>
<td>Chuck Riley</td>
<td></td>
<td>35%</td>
<td>23%</td>
<td>36%</td>
</tr>
<tr>
<td>16</td>
<td>St Helens, N Coast</td>
<td>Betsy Johnson</td>
<td>n/a</td>
<td>82.1</td>
<td>Ray Biggs (17.2)</td>
<td></td>
<td>34%</td>
<td>27%</td>
<td>33%</td>
</tr>
<tr>
<td>17</td>
<td>NW PX, NE Wash Co</td>
<td>Elizabeth Steiner Hayward</td>
<td>n/a</td>
<td>97.8</td>
<td>Elizabeth Steiner Hayward</td>
<td></td>
<td>43%</td>
<td>20%</td>
<td>32%</td>
</tr>
<tr>
<td>18</td>
<td>SW Portland, Tigard</td>
<td>Ginny Burdick</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>48%</td>
<td>17%</td>
<td>28%</td>
</tr>
<tr>
<td>19</td>
<td>Lake Oswego, W Linn</td>
<td>Rob Wagner</td>
<td>David Poulson</td>
<td>34.4</td>
<td>Rob Wagner</td>
<td></td>
<td>42%</td>
<td>25%</td>
<td>26%</td>
</tr>
<tr>
<td>20</td>
<td>Canby, Gladstone</td>
<td>Alan Olsen</td>
<td>Alan Olsen</td>
<td>52.1</td>
<td>Charles Gallia</td>
<td>Kenny Sernach (1.3)</td>
<td>33%</td>
<td>31%</td>
<td>30%</td>
</tr>
<tr>
<td>21</td>
<td>SE Portland, Milwaukie</td>
<td>Kathleen Taylor</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>57%</td>
<td>10%</td>
<td>27%</td>
</tr>
<tr>
<td>22</td>
<td>N, NE Portland</td>
<td>Lew Frederick</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>60%</td>
<td>6%</td>
<td>27%</td>
</tr>
<tr>
<td>23</td>
<td>Inner NE, SE Portland</td>
<td>Michael Dembrow</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>56%</td>
<td>10%</td>
<td>27%</td>
</tr>
<tr>
<td>24</td>
<td>Mid Multnomah Co</td>
<td>Rod Monroe</td>
<td>n/a</td>
<td>94.4</td>
<td>Shamia Fagan</td>
<td></td>
<td>40%</td>
<td>17%</td>
<td>36%</td>
</tr>
<tr>
<td>25</td>
<td>Gresham</td>
<td>Laurie Monnes Anderson</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>35%</td>
<td>22%</td>
<td>35%</td>
</tr>
<tr>
<td>26</td>
<td>E Clack, Hood River</td>
<td>Chuck Thomsen</td>
<td>Chuck Thomsen</td>
<td>50.5</td>
<td>Chrissy Reitz</td>
<td></td>
<td>34%</td>
<td>26%</td>
<td>33%</td>
</tr>
<tr>
<td>27</td>
<td>Deschutes</td>
<td>Tim Knopp</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>31%</td>
<td>30%</td>
<td>31%</td>
</tr>
<tr>
<td>28</td>
<td>S Central, Klamath</td>
<td>Dennis Linthicum</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>20%</td>
<td>40%</td>
<td>33%</td>
</tr>
<tr>
<td>29</td>
<td>NE Oregon</td>
<td>Bill Hansell</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>21%</td>
<td>37%</td>
<td>35%</td>
</tr>
<tr>
<td>30</td>
<td>Greater E Oregon</td>
<td>Cliff Bentz</td>
<td>Cliff Bentz</td>
<td>71.9</td>
<td>Solea Kabakov</td>
<td></td>
<td>23%</td>
<td>39%</td>
<td>32%</td>
</tr>
</tbody>
</table>

**BOLD BLUE = Legally Trained**

**Highlighted Brown = Not up for election**
<table>
<thead>
<tr>
<th>Office</th>
<th>17-19 Party</th>
<th>Incumbent</th>
<th>Republican</th>
<th>Vote</th>
<th>Share</th>
<th>Democrat</th>
<th>Other Candidate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Governor</td>
<td>D</td>
<td>Kate Brown</td>
<td>Knute Buehler</td>
<td>44.45</td>
<td>49.33</td>
<td>Kate Brown</td>
<td></td>
</tr>
<tr>
<td>Secretary of State</td>
<td>R</td>
<td>Dennis Richardson</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td>D</td>
<td>Tobias Read</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attorney General</td>
<td>D</td>
<td>Ellen Rosenblum</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**BOLD Blue = Legally Trained**
**Highlighted Brown = Not up for election**
OREGON STATE BAR
Board of Governors

Meeting Date: November 16, 2018
From: Kathleen Rastetter, Public Affairs Committee Chair
Re: 2019 Law Improvement Program

Action Recommended

Submit some but not all of the Law Improvement Program proposals for consideration to the Oregon State Legislature for the 2019 Legislative Session.

Background
Every long legislative session, the Oregon State Bar’s Board of Governors, the Professional Liability Fund, and the bar’s sections and committee have the opportunity to develop and submit legislation.

The OSB’s Law Improvement Program (LIP) package is intended to include proposed legislation from sections, workgroups, and committees that clarify statutory ambiguities, remove unnecessary procedural requirements, modify unforeseen glitches in previous legislation, or otherwise improve the administration of justice. Policy changes are also included in the bar package of legislation when deemed appropriate. In order for a legislative concept to be considered it must be approved by a majority of the section or committee’s executive committee, and we encourage executive committees to be representative of the diverse views on the section. Bar groups are encouraged to be mindful of differing viewpoints in the practice area.

Proposals approved by the bar’s Board of Governors are submitted to the Senate or House Judiciary Committees as committee bills for consideration by the Oregon State Legislature. Proposed legislation must conform to the bar’s bylaws (Article 12 Legislation and Public Policy) and the limitations placed on the bar by Keller v. State of California, 499 US 1, 111 S.Ct 2228 (1990).1

On May 2, 2018, the Public Affairs Committee (PAC) of the Board of Governors reviewed thirteen law improvement proposals from bar sections and committees. After review and discussion, the PAC proposed and the board approved forwarding the legislative proposals on to Legislative Counsel Office for drafting at its May 18, 2018 meeting. Legislative concepts were drafted over the summer and fall of 2018. A list of the Legislative Concepts with bar sponsor and title is attached.

The Public Affairs Committee will submit the Oregon State Bar’s 2019 Law Improvement Program Legislative Package with a recommendation to the OSB Board of Governors. The Public Affairs Committee recommends submission of some, but not all, of the Law Improvement Program proposals for consideration to the Oregon State Legislature for the 2019 Legislative Session.

---

1 For more information on the Oregon State Bar bylaws and the Keller case, please visit http://www.osbar.org/leadership/bog/bog_resources.html.
Affairs Department will assist in submitting those legislative concepts approved by the BOG to the Senate or House Judiciary Committees for pre-session filing as either Senate or House bills.

Of these thirteen concepts, the PAD recommends the submission of nine of these proposals. Please note that in some cases individual statutory concepts reviewed by PAC and BOG members have been merged into one bill draft.

Submit for consideration at this time.

OSB BOG Priority Legislation

- LC 603 – Legal Aid Statutory Allocation
- LC 605 – Oregon State Bar housekeeping bill including:
  - Modifies 50 year membership fee requirement,
  - Allows Department of Revenue to share Information with OSB, and
  - Clarifies lawyer trust account certification and disclosure submission requirement.

Business Law Section

- LC 608 – Ratification of Defective Corporate Acts

Debtor-Creditor Section

- LC 609 – Lien Information Statements

Elder Law Section

- LC 610 – Heir Liability for deferred property taxes

Military & Veterans Section

- LC 611 – Housing Hotline and Assistance for Servicemembers
- LC 612 – Servicemembers Court Assistance Data Collection and Task Force

Nonprofit Section

- LC 613 – Rewrite of ORS Chapter 65

Sustainable Futures Section

- LC 614 – Prudent Investor Rule
Do not submit for consideration at this time.

Over the last several months, PAD staff has worked with proponents, stakeholders, and agency representatives regarding proposed concepts, and when available, draft language. This has allowed PAD staff to gather feedback, amend the original proposals as appropriate, and develop a more comprehensive view of the 2019 legislative landscape. Supporting the remaining proposals would be an ineffective use of bar resources at this time.
# Oregon State Bar
## Professional Liability Fund
### Financial Statements
#### 9/30/2018

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Page</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Combined Statement of Net Position</td>
</tr>
<tr>
<td>3</td>
<td>Primary Program Statement of Revenues, Expenses and Changes in Net Position</td>
</tr>
<tr>
<td>4</td>
<td>Primary Program Operating Expenses</td>
</tr>
<tr>
<td>5</td>
<td>Excess Program Statement of Revenues, Expenses and Changes in Net Position</td>
</tr>
<tr>
<td>6</td>
<td>Excess Program Operating Expenses</td>
</tr>
<tr>
<td>7</td>
<td>Combined Investment Schedule</td>
</tr>
</tbody>
</table>
### Oregon State Bar
Professional Liability Fund
Combined Primary and Excess Programs
Statement of Net Position
9/30/2018

<table>
<thead>
<tr>
<th><strong>ASSETS</strong></th>
<th><strong>THIS YEAR</strong></th>
<th><strong>LAST YEAR</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$2,794,640.15</td>
<td>$2,663,783.83</td>
</tr>
<tr>
<td>Investments at Fair Value</td>
<td>58,347,841.02</td>
<td>56,000,365.21</td>
</tr>
<tr>
<td>Assessment Installment Receivable</td>
<td>1,634,932.00</td>
<td>1,668,406.00</td>
</tr>
<tr>
<td>Due from Reinsurers</td>
<td>553,656.06</td>
<td>245,650.91</td>
</tr>
<tr>
<td>Other Current Assets</td>
<td>120,126.02</td>
<td>114,165.78</td>
</tr>
<tr>
<td>Net Fixed Assets</td>
<td>453,042.43</td>
<td>572,329.34</td>
</tr>
<tr>
<td>Claim Receivables</td>
<td>121,778.17</td>
<td>73,313.32</td>
</tr>
<tr>
<td>PERS Deferred Outflow of Resources</td>
<td>1,151,573.46</td>
<td>2,000,296.00</td>
</tr>
<tr>
<td>Other Long Term Assets</td>
<td>2,500.00</td>
<td>5,350.00</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td><strong>$65,180,089.31</strong></td>
<td><strong>$63,343,660.39</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>LIABILITIES AND FUND POSITION</strong></th>
<th><strong>THIS YEAR</strong></th>
<th><strong>LAST YEAR</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Liabilities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable and Other Current Liabilities</td>
<td>$108,908.82</td>
<td>$51,224.00</td>
</tr>
<tr>
<td>Due to Reinsurers</td>
<td>$539,701.38</td>
<td>$498,752.26</td>
</tr>
<tr>
<td>PERS Pension Liability</td>
<td>4,931,707.98</td>
<td>4,994,537.00</td>
</tr>
<tr>
<td>Liability for Compensated Absences</td>
<td>380,963.74</td>
<td>414,472.04</td>
</tr>
<tr>
<td>Liability for Indemnity</td>
<td>10,805,048.75</td>
<td>13,003,880.31</td>
</tr>
<tr>
<td>Liability for Claim Expense</td>
<td>13,703,980.52</td>
<td>12,940,229.46</td>
</tr>
<tr>
<td>Liability for Future ERC Claims</td>
<td>2,900,000.00</td>
<td>3,100,000.00</td>
</tr>
<tr>
<td>Liability for Suspense Files</td>
<td>1,500,000.00</td>
<td>1,600,000.00</td>
</tr>
<tr>
<td>Liability for Future Claims Adminstration (AOE)</td>
<td>2,300,000.00</td>
<td>2,600,000.00</td>
</tr>
<tr>
<td>Excess Ceding Commision Allocated for Rest of Year</td>
<td>243,690.73</td>
<td>217,797.42</td>
</tr>
<tr>
<td>Primary Assessment Allocated for Rest of Year</td>
<td>6,088,564.25</td>
<td>6,102,404.75</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>$43,502,566.17</strong></td>
<td><strong>$45,523,297.24</strong></td>
</tr>
</tbody>
</table>

**Change in Net Position:**
- Retained Earnings (Deficit) Beginning of the Year | $20,094,730.19 | $10,865,963.00 |
- Year to Date Net Income (Loss) | 1,582,792.95 | 6,954,400.15 |

**Net Position** | **$21,677,523.14** | **$17,820,363.15** |

**TOTAL LIABILITIES AND FUND POSITION** | **$65,180,089.31** | **$63,343,660.39** |
# Oregon State Bar
## Professional Liability Fund
### Primary Program
#### Statement of Revenues, Expenses, and Changes in Net Position
##### 9 Months Ended 9/30/2018

<table>
<thead>
<tr>
<th></th>
<th>YEAR TO DATE ACTUAL</th>
<th>YEAR TO DATE BUDGET</th>
<th>VARIANCE</th>
<th>YEAR TO DATE ANNUAL LAST YEAR</th>
<th>YEAR TO DATE BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessments</td>
<td>$18,028,811.00</td>
<td>$17,575,569.00</td>
<td>($451,242.00)</td>
<td>$18,061,804.50</td>
<td>$23,434,087.00</td>
</tr>
<tr>
<td>Installment Service Charge</td>
<td>238,881.75</td>
<td>247,122.00</td>
<td>8,240.25</td>
<td>245,409.75</td>
<td>329,500.00</td>
</tr>
<tr>
<td>Other Income</td>
<td>76,571.14</td>
<td>34,497.00</td>
<td>(42,074.14)</td>
<td>118,387.23</td>
<td>46,000.00</td>
</tr>
<tr>
<td>Investment Return</td>
<td>1,317,265.71</td>
<td>2,017,125.00</td>
<td>699,859.29</td>
<td>5,077,108.36</td>
<td>2,689,496.00</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>$19,659,529.60</td>
<td>$19,874,313.00</td>
<td>$214,783.40</td>
<td>$23,502,709.84</td>
<td>$26,499,083.00</td>
</tr>
</tbody>
</table>

| **EXPENSE**          |                     |                     |          |                             |                     |
| Provision For Claims |                     |                     |          |                             |                     |
| New Claims at Average Cost | $12,932,000.00 | $14,059,500.00 | ($527,500.00) | $12,909,500.00 | $14,059,500.00      |
| Actuarial Adjustment to Reserves | (552,270.45) | (3,079,536.23) | (552,270.45) | (3,079,536.23) | (552,270.45) |
| Coverage Opinions    | 174,366.81          | 57,693.23           | 116,673.58 | 174,366.81 | 57,693.23           |
| General Expense      | 55,820.13           | 14,164.99           | 41,655.14 | 55,820.13 | 14,164.99           |
| Less Recoveries & Contributions | (105,856.77) | (72,312.80) | (33,543.97) | (72,312.80) | (33,543.97) |
| Budget for Claims Expense |                      | $13,466,250.00 | $13,466,250.00 | $17,955,000.00 | $17,955,000.00      |
| **Total Provision For Claims** | $12,504,059.72 | $13,466,250.00 | $962,190.28 | $10,979,509.19 | $17,955,000.00      |

| Expense from Operations |                     |                     |          |                             |                     |
| Administrative Department | $1,982,910.61 | $2,064,856.00 | $81,945.39 | $1,967,809.26 | $2,755,781.00      |
| Accounting Department   | 690,609.40          | 706,617.00          | 16,007.60 | 643,414.16 | 933,603.00           |
| Loss Prevention Department | 1,508,357.79 | 1,726,422.00 | 218,064.21 | 1,521,391.59 | 2,301,102.00        |
| Claims Department       | 2,009,773.45        | 2,120,675.00        | 110,901.55 | 2,086,875.87 | 2,826,393.00        |
| Allocated to Excess Program | (715,656.78) | (715,650.00) | 6.78 | (812,909.97) | (954,209.00) |
| **Total Expense from Operations** | $5,475,994.47 | $5,902,920.00 | $426,925.53 | $5,406,580.91 | $7,862,670.00      |

| Depreciation and Amortization | $115,581.75 | $120,516.00 | $4,934.25 | $117,020.02 | $160,689.00 |
| Allocated Depreciation        | (16,499.97) | (16,497.00) | 2.97 | (15,262.47) | (22,000.00) |

| **TOTAL EXPENSE**          | $18,079,135.97 | $19,473,189.00 | $1,394,053.03 | $16,487,847.65 | $25,956,359.00 |

| **NET POSITION - INCOME (LOSS)** | $1,580,393.63 | $401,124.00 | ($1,179,269.63) | $7,014,862.19 | $542,724.00 |
## Oregon State Bar
### Professional Liability Fund
#### Primary Program

**Statement of Operating Expense**

**9 Months Ended 9/30/2018**

<table>
<thead>
<tr>
<th>EXPENSE:</th>
<th>YEAR TO DATE</th>
<th>YEAR TO DATE</th>
<th>YEAR TO DATE</th>
<th>ANNUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CURRENT</td>
<td>ACTUAL</td>
<td>BUDGET</td>
<td>VARIANCE</td>
</tr>
<tr>
<td>Salaries</td>
<td>$359,852.45</td>
<td>$3,351,944.62</td>
<td>$3,541,734.00</td>
<td>$189,789.38</td>
</tr>
<tr>
<td>Benefits and Payroll Taxes</td>
<td>145,959.33</td>
<td>1,312,377.50</td>
<td>1,415,094.00</td>
<td>102,716.50</td>
</tr>
<tr>
<td>Investment Services</td>
<td>12,579.27</td>
<td>37,045.70</td>
<td>36,000.00</td>
<td>(1,045.70)</td>
</tr>
<tr>
<td>Legal Services</td>
<td>133.65</td>
<td>10,898.25</td>
<td>7,497.00</td>
<td>(3,401.25)</td>
</tr>
<tr>
<td>Financial Audit Services</td>
<td>0.00</td>
<td>24,000.00</td>
<td>24,500.00</td>
<td>500.00</td>
</tr>
<tr>
<td>Actuarial Services</td>
<td>0.00</td>
<td>6,566.93</td>
<td>16,875.00</td>
<td>(10,408.07)</td>
</tr>
<tr>
<td>Information Services</td>
<td>5,122.60</td>
<td>40,974.88</td>
<td>48,744.00</td>
<td>7,769.12</td>
</tr>
<tr>
<td>Document Scanning Services</td>
<td>0.00</td>
<td>6,566.93</td>
<td>16,875.00</td>
<td>(10,408.07)</td>
</tr>
<tr>
<td>Other Professional Services</td>
<td>7,779.88</td>
<td>66,397.95</td>
<td>56,637.00</td>
<td>(9,760.95)</td>
</tr>
<tr>
<td>Staff Travel</td>
<td>519.33</td>
<td>2,983.29</td>
<td>11,025.00</td>
<td>8,041.71</td>
</tr>
<tr>
<td>Board Travel</td>
<td>16,641.70</td>
<td>32,370.09</td>
<td>41,625.00</td>
<td>9,254.91</td>
</tr>
<tr>
<td>NABRICO</td>
<td>340.00</td>
<td>4,024.33</td>
<td>15,650.00</td>
<td>11,625.67</td>
</tr>
<tr>
<td>Training</td>
<td>484.60</td>
<td>22,518.10</td>
<td>30,780.00</td>
<td>8,261.90</td>
</tr>
<tr>
<td>Rent</td>
<td>45,849.50</td>
<td>420,306.94</td>
<td>431,397.00</td>
<td>11,090.06</td>
</tr>
<tr>
<td>Printing and Supplies</td>
<td>2,866.67</td>
<td>79,972.68</td>
<td>47,259.00</td>
<td>(32,713.68)</td>
</tr>
<tr>
<td>Postage and Delivery</td>
<td>1,912.38</td>
<td>9,494.34</td>
<td>9,594.00</td>
<td>996.60</td>
</tr>
<tr>
<td>Equipment Rent &amp; Maintenance</td>
<td>298.81</td>
<td>28,834.79</td>
<td>33,372.00</td>
<td>4,537.21</td>
</tr>
<tr>
<td>Telephone</td>
<td>4,271.07</td>
<td>37,660.68</td>
<td>38,250.00</td>
<td>589.32</td>
</tr>
<tr>
<td>L P Programs (less Salary &amp; Benefits)</td>
<td>31,875.47</td>
<td>298,232.26</td>
<td>396,531.00</td>
<td>98,298.74</td>
</tr>
<tr>
<td>Defense Panel Training</td>
<td>0.00</td>
<td>127.52</td>
<td>0.00</td>
<td>(127.52)</td>
</tr>
<tr>
<td>Bar Books Grant</td>
<td>16,666.67</td>
<td>150,003.00</td>
<td>150,003.00</td>
<td>2.97</td>
</tr>
<tr>
<td>Insurance</td>
<td>2,963.45</td>
<td>33,399.60</td>
<td>33,750.00</td>
<td>350.40</td>
</tr>
<tr>
<td>Library</td>
<td>1,328.20</td>
<td>26,771.66</td>
<td>24,750.00</td>
<td>(2,021.66)</td>
</tr>
<tr>
<td>Subscriptions, Memberships &amp; C/C Char.</td>
<td>4,363.28</td>
<td>171,714.01</td>
<td>195,003.00</td>
<td>23,288.99</td>
</tr>
<tr>
<td>Allocated to Excess Program</td>
<td>(79,517.42)</td>
<td>(715,656.78)</td>
<td>(715,650.00)</td>
<td>6.78</td>
</tr>
</tbody>
</table>

**TOTAL EXPENSE**  
$582,290.89  
$5,475,916.87  
$5,902,920.00  
$427,003.13  
$5,406,580.91  
$7,862,670.00
### Oregon State Bar
#### Professional Liability Fund
#### Excess Program
#### Statement of Revenue, Expenses, and Changes in Net Position
#### 9 Months Ended 9/30/2018

<table>
<thead>
<tr>
<th></th>
<th>YEAR TO DATE</th>
<th>YEAR TO DATE</th>
<th>YEAR TO DATE</th>
<th>ANNUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ACTUAL</td>
<td>BUDGET</td>
<td>VARIANCE</td>
<td>LAST YEAR</td>
</tr>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ceding Commission</td>
<td>$710,924.87</td>
<td>$659,997.00</td>
<td>($50,927.87)</td>
<td>$650,808.80</td>
</tr>
<tr>
<td>Profit Commission</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>(3,317.54)</td>
</tr>
<tr>
<td>Installment Service Charge</td>
<td>49,938.00</td>
<td>56,000.00</td>
<td>6,062.00</td>
<td>49,306.00</td>
</tr>
<tr>
<td>Investment Return</td>
<td>(5,271.61)</td>
<td>63,819.00</td>
<td>69,090.61</td>
<td>124,166.80</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td><strong>$755,591.26</strong></td>
<td><strong>$779,816.00</strong></td>
<td><strong>$24,224.74</strong></td>
<td><strong>$820,964.06</strong></td>
</tr>
<tr>
<td><strong>EXPENSE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Expenses (See Page 6)</td>
<td>$736,691.97</td>
<td>$748,269.00</td>
<td>$11,577.03</td>
<td>$866,163.63</td>
</tr>
<tr>
<td>Allocated Depreciation</td>
<td>$16,499.97</td>
<td>$16,497.00</td>
<td>($2.97)</td>
<td>$15,262.47</td>
</tr>
<tr>
<td><strong>NET POSITION - INCOME (LOSS)</strong></td>
<td><strong>$2,399.32</strong></td>
<td><strong>$15,050.00</strong></td>
<td><strong>$12,650.68</strong></td>
<td><strong>($60,462.04)</strong></td>
</tr>
</tbody>
</table>
## Oregon State Bar
### Professional Liability Fund
#### Excess Program
##### Statement of Operating Expense
##### 9 Months Ended 9/30/2018

<table>
<thead>
<tr>
<th></th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE</th>
<th>YEAR TO DATE</th>
<th>YEAR TO DATE</th>
<th>ANNUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENSE:</td>
<td></td>
<td>ACTUAL</td>
<td>BUDGET</td>
<td>VARIANCE</td>
<td>LAST YEAR</td>
</tr>
<tr>
<td>Salaries</td>
<td>$39,499.33</td>
<td>$355,493.97</td>
<td>$356,247.00</td>
<td>$753.03</td>
<td>$446,789.97</td>
</tr>
<tr>
<td>Benefits and Payroll Taxes</td>
<td>15,101.42</td>
<td>135,912.78</td>
<td>122,247.00</td>
<td>(13,665.78)</td>
<td>150,123.69</td>
</tr>
<tr>
<td>Investment Services</td>
<td>166.98</td>
<td>1,193.05</td>
<td>153.00</td>
<td>(1,040.05)</td>
<td>478.91</td>
</tr>
<tr>
<td>Office Expense</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>87.29</td>
</tr>
<tr>
<td>Allocation of Primary Overhead</td>
<td>24,916.67</td>
<td>224,250.03</td>
<td>222,750.00</td>
<td>(1,500.03)</td>
<td>215,996.31</td>
</tr>
<tr>
<td>Reinsurance Placement &amp; Travel</td>
<td>17.46</td>
<td>4,845.99</td>
<td>6,003.00</td>
<td>1,157.01</td>
<td>12,968.71</td>
</tr>
<tr>
<td>Training</td>
<td>0.00</td>
<td>0.00</td>
<td>378.00</td>
<td>378.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Printing and Mailing</td>
<td>0.00</td>
<td>919.82</td>
<td>2,997.00</td>
<td>2,077.18</td>
<td>3,609.25</td>
</tr>
<tr>
<td>Program Promotion</td>
<td>795.00</td>
<td>7,285.00</td>
<td>11,997.00</td>
<td>4,712.00</td>
<td>9,356.40</td>
</tr>
<tr>
<td>Other Professional Services</td>
<td>0.00</td>
<td>1,155.00</td>
<td>13,500.00</td>
<td>12,345.00</td>
<td>20,490.70</td>
</tr>
<tr>
<td>Software Development</td>
<td>2,889.90</td>
<td>5,636.33</td>
<td>11,997.00</td>
<td>6,360.67</td>
<td>6,262.40</td>
</tr>
<tr>
<td>TOTAL EXPENSE</td>
<td>$83,386.76</td>
<td>$736,691.97</td>
<td>$748,269.00</td>
<td>$11,577.03</td>
<td>$866,163.63</td>
</tr>
</tbody>
</table>
## Dividends and Interest:

<table>
<thead>
<tr>
<th>Fund</th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE</th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Term Bond Fund</td>
<td>$11,945.86</td>
<td>$160,913.97</td>
<td>$10,486.44</td>
<td>$79,075.16</td>
</tr>
<tr>
<td>Intermediate Term Bond Funds</td>
<td>37,023.41</td>
<td>307,855.27</td>
<td>32,313.76</td>
<td>292,311.52</td>
</tr>
<tr>
<td>Bank Loans</td>
<td>10,446.55</td>
<td>83,718.52</td>
<td>6,648.96</td>
<td>27,159.42</td>
</tr>
<tr>
<td>Domestic Common Stock Funds</td>
<td>65,729.75</td>
<td>172,880.97</td>
<td>54,198.58</td>
<td>163,057.03</td>
</tr>
<tr>
<td>International Equity Fund</td>
<td>0.00</td>
<td>5,083.85</td>
<td>0.00</td>
<td>15,144.31</td>
</tr>
<tr>
<td>Real Estate</td>
<td>38,566.34</td>
<td>113,834.53</td>
<td>36,747.68</td>
<td>106,912.53</td>
</tr>
<tr>
<td>Hedge Fund of Funds</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Real Return Strategy</td>
<td>41,892.07</td>
<td>108,863.09</td>
<td>34,964.79</td>
<td>92,275.34</td>
</tr>
</tbody>
</table>

**Total Dividends and Interest**

<table>
<thead>
<tr>
<th></th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$205,593.98</td>
<td>$775,935.31</td>
</tr>
</tbody>
</table>

## Gain (Loss) in Fair Value:

<table>
<thead>
<tr>
<th>Fund</th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE</th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Term Bond Fund</td>
<td>($17,089.21)</td>
<td>($146,228.97)</td>
<td>($12,112.35)</td>
<td>($39,334.70)</td>
</tr>
<tr>
<td>Intermediate Term Bond Funds</td>
<td>(86,038.69)</td>
<td>(317,404.71)</td>
<td>(64,433.08)</td>
<td>253,660.39</td>
</tr>
<tr>
<td>Bank Loans</td>
<td>5,494.56</td>
<td>5,050.28</td>
<td>(2,038.95)</td>
<td>(16,221.21)</td>
</tr>
<tr>
<td>Domestic Common Stock Funds</td>
<td>(43,402.54)</td>
<td>1,154,893.04</td>
<td>249,450.19</td>
<td>1,393,151.83</td>
</tr>
<tr>
<td>International Equity Fund</td>
<td>(12,328.25)</td>
<td>(512,952.96)</td>
<td>277,074.33</td>
<td>2,215,298.13</td>
</tr>
<tr>
<td>Real Estate</td>
<td>57,009.85</td>
<td>167,734.18</td>
<td>44,244.32</td>
<td>99,864.88</td>
</tr>
<tr>
<td>Hedge Fund of Funds</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Real Return Strategy</td>
<td>183,008.35</td>
<td>7,753.04</td>
<td>56,045.36</td>
<td>518,920.53</td>
</tr>
</tbody>
</table>

**Total Gain (Loss) in Fair Value**

<table>
<thead>
<tr>
<th></th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$86,654.07</td>
<td>$4,425,339.85</td>
</tr>
</tbody>
</table>

**TOTAL RETURN**

<table>
<thead>
<tr>
<th></th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$292,248.05</td>
<td>$5,201,275.16</td>
</tr>
</tbody>
</table>

## Portions Allocated to Excess Program:

<table>
<thead>
<tr>
<th>Fund</th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dividends and Interest</td>
<td>$4,153.00</td>
<td>$24,083.90</td>
</tr>
<tr>
<td>Gain (Loss) in Fair Value</td>
<td>1,750.41</td>
<td>100,082.90</td>
</tr>
</tbody>
</table>

**TOTAL ALLOCATED TO EXCESS PROGRAM**

<table>
<thead>
<tr>
<th></th>
<th>CURRENT MONTH</th>
<th>YEAR TO DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$5,903.41</td>
<td>$124,166.80</td>
</tr>
</tbody>
</table>
# Oregon State Bar
## Professional Liability Fund
### Excess Program
#### Balance Sheet
##### 9/30/2018

## ASSETS

<table>
<thead>
<tr>
<th></th>
<th>THIS YEAR</th>
<th>LAST YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$627,540.60</td>
<td>$686,163.80</td>
</tr>
<tr>
<td>Assessment Installment Receivable</td>
<td>0.00</td>
<td>917.00</td>
</tr>
<tr>
<td>Due from Reinsurers</td>
<td>$553,656.06</td>
<td>$245,650.91</td>
</tr>
<tr>
<td>Investments at Fair Value</td>
<td>$1,594,297.61</td>
<td>$1,819,889.50</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td><strong>$2,775,494.27</strong></td>
<td><strong>$2,752,621.21</strong></td>
</tr>
</tbody>
</table>

## LIABILITIES AND FUND EQUITY

<table>
<thead>
<tr>
<th></th>
<th>THIS YEAR</th>
<th>LAST YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liabilities:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts Payable &amp; Refunds Payable</td>
<td>$2,827.78</td>
<td>$4,605.07</td>
</tr>
<tr>
<td>Due to Primary Fund</td>
<td>$191.60</td>
<td>($13,034.79)</td>
</tr>
<tr>
<td>Due to Reinsurers</td>
<td>$539,701.38</td>
<td>$498,752.26</td>
</tr>
<tr>
<td>Ceding Commision Allocated for Remainder of Year</td>
<td>$243,690.73</td>
<td>217,797.42</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>$786,411.49</strong></td>
<td><strong>$708,119.96</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>THIS YEAR</th>
<th>LAST YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Position (Deficit) Beginning of Year</td>
<td>$1,986,683.46</td>
<td>$2,104,963.29</td>
</tr>
<tr>
<td>Year to Date Net Income (Loss)</td>
<td>2,399.32</td>
<td>(60,462.04)</td>
</tr>
<tr>
<td><strong>Total Net Position</strong></td>
<td><strong>$1,989,082.78</strong></td>
<td><strong>$2,044,501.25</strong></td>
</tr>
</tbody>
</table>

**TOTAL LIABILITIES AND FUND EQUITY**

<table>
<thead>
<tr>
<th></th>
<th>THIS YEAR</th>
<th>LAST YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>$2,775,494.27</strong></td>
<td><strong>$2,752,621.21</strong></td>
</tr>
</tbody>
</table>
## Oregon State Bar
### Professional Liability Fund
#### Primary Program
#### Balance Sheet
#### 9/30/2018

### ASSETS

<table>
<thead>
<tr>
<th></th>
<th>THIS YEAR</th>
<th>LAST YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash</td>
<td>$2,167,099.55</td>
<td>$1,977,620.03</td>
</tr>
<tr>
<td>Investments at Fair Value</td>
<td>56,753,543.41</td>
<td>54,180,475.71</td>
</tr>
<tr>
<td>Assessment Installment Receivable</td>
<td>1,634,932.00</td>
<td>1,667,489.00</td>
</tr>
<tr>
<td>Due From Excess Fund</td>
<td>191.60</td>
<td>(13,034.79)</td>
</tr>
<tr>
<td>Other Current Assets</td>
<td>119,934.42</td>
<td>127,200.57</td>
</tr>
<tr>
<td>Net Fixed Assets</td>
<td>453,042.43</td>
<td>572,329.34</td>
</tr>
<tr>
<td>Claim Receivables</td>
<td>121,778.17</td>
<td>73,313.32</td>
</tr>
<tr>
<td>Other Long Term Assets</td>
<td>2,500.00</td>
<td>5,350.00</td>
</tr>
<tr>
<td>PERS Deferred Outflow of Resources</td>
<td>1,151,573.46</td>
<td>2,000,296.00</td>
</tr>
<tr>
<td><strong>TOTAL ASSETS</strong></td>
<td><strong>$62,404,595.04</strong></td>
<td><strong>$60,591,039.18</strong></td>
</tr>
</tbody>
</table>

### LIABILITIES AND FUND EQUITY

<table>
<thead>
<tr>
<th></th>
<th>THIS YEAR</th>
<th>LAST YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable and Other Current Liabilities</td>
<td>$105,889.44</td>
<td>$59,653.72</td>
</tr>
<tr>
<td>PERS Pension Liability</td>
<td>4,931,707.98</td>
<td>4,994,537.00</td>
</tr>
<tr>
<td>Liability for Compensated Absences</td>
<td>380,963.74</td>
<td>414,472.04</td>
</tr>
<tr>
<td>Liability for Indemnity</td>
<td>10,805,048.75</td>
<td>13,003,880.31</td>
</tr>
<tr>
<td>Liability for Claim Expense</td>
<td>13,703,980.52</td>
<td>12,940,229.46</td>
</tr>
<tr>
<td>Liability for Future ERC Claims</td>
<td>2,900,000.00</td>
<td>3,100,000.00</td>
</tr>
<tr>
<td>Liability for Suspense Files</td>
<td>1,500,000.00</td>
<td>1,600,000.00</td>
</tr>
<tr>
<td>Liability for Future Claims Administration (ULAE)</td>
<td>2,300,000.00</td>
<td>2,600,000.00</td>
</tr>
<tr>
<td>Assessment and Installment Service Charge Allocated for Remainder of Year</td>
<td>6,088,564.25</td>
<td>6,102,404.75</td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>$42,716,154.68</strong></td>
<td><strong>$44,815,177.28</strong></td>
</tr>
</tbody>
</table>

### Net Position

<table>
<thead>
<tr>
<th></th>
<th>THIS YEAR</th>
<th>LAST YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Position (Deficit) Beginning of the Year</td>
<td>$18,108,046.73</td>
<td>$8,760,999.71</td>
</tr>
<tr>
<td>Year to Date Net Income (Loss)</td>
<td>1,580,393.63</td>
<td>7,014,862.19</td>
</tr>
<tr>
<td><strong>Total Net Position</strong></td>
<td><strong>$19,688,440.36</strong></td>
<td><strong>$15,775,861.90</strong></td>
</tr>
</tbody>
</table>

**TOTAL LIABILITIES AND FUND EQUITY**

<table>
<thead>
<tr>
<th></th>
<th>THIS YEAR</th>
<th>LAST YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$62,404,595.04</strong></td>
<td><strong>$60,591,039.18</strong></td>
<td></td>
</tr>
</tbody>
</table>
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: November 15-17, 2018
Memo Date: October 26, 2018
From: PLF Board of Directors
Re: 2019 Coverage Plans (Primary, Excess and Pro Bono)

Action Recommended

At the September 2018 BOG meeting, the BOG approved the 2019 Primary Plan. Since then, the PLF Board of Directors approved an additional change. Therefore, we are asking the BOG to approve the 2019 Primary Plan as amended (Exhibit B), the 2019 Excess Plan (Exhibit C), and the 2019 Pro Bono Plan (Exhibit D). There are no additional changes to the Excess or Pro Bono Plans; the same changes to the Primary Plan will be incorporated into those Plans.

Background

The purpose of the new change is to clarify the PLF’s long-standing position that claims seeking recovery of attorney fees are not covered by the Plan. The PLF’s denial of claims for fees is consistent with virtually every other legal malpractice insurance policy on the commercial market.

Currently, the PLF 2018 Plan defines “Damages” to “not include...disgorgement, set-off of any fees, costs or consideration paid to or charged by a Covered Party, or any personal profit or advantage to a Covered Party.” The proposed revision (see Exhibit A, page 1) is consistent with this language but makes it clear that the “return, forfeiture, disgorgement, restitution, reduction or offset of any fees...” is not “Damages” and therefore not covered.

We have also added a new paragraph 5 under the Duty to Defend section:

The PLF does not have a duty to defend any Claim, or the portion of any Claim, that is not a Claim for Damages, as defined in Section I A. In the event the PLF voluntarily agrees to defend any Claim, or any portion of a Claim, that does not seek Damages, it will be subject to the Covered Party’s agreement that the Covered Party will cooperate with the PLF’s attempt to settle or dismiss any alleged Claim for Damages that may also be alleged. Following any such dismissal or settlement the PLF will have the right to withdraw from the defense of any remaining claim.
Again, this is consistent with how we have historically interpreted the Plan but makes the position of the PLF clear.

Finally, we are changing Exclusion 10 which relates to Business Activities which are not covered by the Plan. Historically, we have included language in Exclusion 10 similar to the definition of Damages: claims for fees, costs or expenses paid were not covered by the Plan. In order to avoid confusion, we have deleted this from Exclusion 10 as this concept is fully covered by the definition of Damages. We have also added language to the proposed Exclusion 10 to make the reader aware that with respect to claims for fees, that the elimination of this language from Exclusion 10 is not a change in the Plan, simply that the language excluding those types of claims is now solely in the definition of Damages.

The affected 2018 Plan language and the 2019 proposed Plan language is set forth fully in Exhibit A.

For your information, I am also attaching as Exhibit E the memo I submitted to the BOG in September 2018 with the Plan changes you previously approved.

CJB/clh

Exhibits:
A – 2018 Plan language and 2019 proposed Plan language
B – 2019 Primary Plan
C – 2019 Excess Plan
D – 2019 Pro Bono Plan
E – 2018-08-27 Memo to BOG – September BOG Meeting
**POTENTIAL REVISION—DAMAGES DEFINITION (2019 PLAN)**

**Damages** means monetary compensation a Covered Party must pay for loss and does not include:

a. Fines; penalties, statutorily enhanced damages, or enhanced prevailing fees;
b. Punitive or exemplary damages;
c. The return, forfeiture, disgorgement, restitution, reduction, or offset of any fees, costs, expenses or disbursements paid to, charged by, or owed to any Covered Party or to any Law Entity with which any Covered Party was associated at the time any such fees, costs, expenses or disbursements were paid, charged, or incurred, including but not limited to fees, costs, expenses or disbursements alleged to be excessive, not earned, unnecessary, ill-advised, or caused, in whole or in part, by any alleged negligent advice;
d. Rescission, injunctions, accountings, restitution, equitable relief;
e. Any personal profit or advantage to a Covered Party;
f. Any award of attorney fees, costs, or interest arising from any claim referenced in (a) through (d) above, or from any excluded claim.

The following illustrative examples, not intended to be exhaustive, are provided for the purpose of assisting a Covered Party or court in interpreting the Plan’s intent as to the scope of Damages covered under the Plan:

**Example 1:** Attorney A sues Client for unpaid fees; Client counterclaims for the return of fees already paid to Attorney A, which allegedly were excessive. Because this is not a claim for Damages, it is not covered.

**Example 2:** Attorney B allows a default to be taken against Client, and bills an additional $2,500 in attorney fees incurred by Attorney B in his successful effort to get the default set aside. Client pays the bill but later sues Attorney B to recover the fees paid. This is not a claim for Damages, as defined in the Plan. Therefore, it is not covered.

**Example 3:** Attorney C writes a demand letter to Client for unpaid fees and then files a lawsuit for collection of the fees. Client counterclaims for unlawful debt collection. Under the definition of Damages, there is no coverage for the claim. The same is true if Client is the plaintiff and sues for unlawful debt collection in response to the demand letter from Attorney C.

**Example 4:** Attorney D negotiates a fee and security agreement with Client on behalf of Attorney D’s own firm. Other firm members, not Attorney D, represent Client. Attorney D later leaves the firm, Client disputes the fee and security agreement, and the firm sues Attorney D for negligence in representing the firm. Under the definition of Damages, there is no coverage for the claim.

**Example 5:** Attorney E takes a security interest in stock belonging to Client as security for fees. Client fails to pay the fees, and Attorney E executes on the stock and becomes the owner. Client sues for recovery of the stock or damages. Under the definition of Damages, there is no coverage for the claim. The same is true if Client claims Attorney E should have realized the cost of pursuing the claim was not justified. This claim is not covered because the amounts sought by Client are not Damages. The same is true if Client claims that Attorney E was negligent for not advising Client that Attorney F, or another attorney, may have agreed to pursue the claim for a contingent fee.

**Example 6:** Attorney F advises client to sue a third party, charging substantial fees to file and litigate the suit. Client receives a very small recovery and sues Attorney F alleging that Attorney F was negligent in advising Client to sue the third party. Client sues Attorney F to recover the fees and costs Client spent or owes for pursuing the third party claim. Client alleges Attorney F should have realized the cost of pursuing the claim was not justified. This claim is not covered because the amounts sought by Client are not Damages. The same is true if Client claims Attorney F was negligent for not advising Client that Attorney F, or another attorney, may have agreed to pursue the claim for a contingent fee.

**Example 7:** Attorney G fails to properly request attorney fees from an opposing party. As a result, Client sues Attorney G because Client could have recovered fees if Attorney G had properly pursued them. This claim seeks Damages covered under the Plan.

---

**2018 PLAN—DAMAGES DEFINITION (Section I A.)**

Damages means monetary compensation a Covered Party must pay for harm or loss and does not include: fines; penalties; punitive or exemplary damages; statutorily enhanced damages; rescission; injunctions; accountings; equitable relief; restitution; disgorgement; set-off of any fees, costs, or consideration paid to or charged by a Covered Party; or any personal profit or advantage to a Covered Party.
<table>
<thead>
<tr>
<th><strong>POTENTIAL REVISION—DUTY TO DEFEND (2019 PLAN)</strong></th>
<th><strong>2018 PLAN—DUTY TO DEFEND (Section I B.)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B. Defense</strong></td>
<td><strong>B. Defense</strong></td>
</tr>
<tr>
<td>1. The PLF will defend a Covered Party against any Suit seeking Damages to which this Plan applies until the Claims Expense Allowance and the Limit of Coverage are exhausted. The PLF is not bound by any Covered Party’s agreement to resolve a dispute through arbitration or any other alternative dispute resolution proceeding and has no duty to defend or indemnify regarding any dispute handled or resolved in this manner without its consent.</td>
<td>1. Until the Claims Expense Allowance and the Limit of Coverage are exhausted, the PLF will defend a Covered Party against any Suit seeking Damages to which this Plan applies. The PLF is not bound by any Covered Party’s agreement to resolve a dispute through arbitration or any other alternative dispute resolution proceeding and has no duty to defend or indemnify regarding any dispute handled or resolved in this manner without its consent.</td>
</tr>
<tr>
<td>Suit means a civil lawsuit. Suit also includes an arbitration or other alternative dispute resolution proceeding only if the PLF expressly consents to it.</td>
<td>Suit means a civil lawsuit. Suit also includes an arbitration or other alternative dispute resolution proceeding only if the PLF expressly consents to it.</td>
</tr>
<tr>
<td>2. The PLF has the sole right to select and appoint defense counsel, to control the defense and investigation of a Claim and, in its discretion, to settle any Claim to which this Plan applies. The PLF has no duty to contribute to the settlement of a Claim based on projected defense costs or on potential liability arising from uncovered claims. Subject to its sole discretion, the PLF may also elect to take steps, or make expenditures to investigate, prevent, mitigate, review, or repair any Claim or matter that may create the potential for a Claim.</td>
<td>2. The PLF has the sole right to select and appoint defense counsel, to control the defense and investigation of a Claim and, in its discretion, to settle any Claim to which this Plan applies. The PLF has no duty to contribute to the settlement of a Claim based on projected defense costs or on potential liability arising from uncovered claims. Subject to its sole discretion, the PLF may also elect to take steps, or make expenditures to investigate, prevent, mitigate, review, or repair any Claim or matter that may create the potential for a Claim.</td>
</tr>
<tr>
<td>3. The PLF will pay Claims Expense the PLF incurs.</td>
<td>3. The PLF will pay Claims Expense the PLF incurs.</td>
</tr>
<tr>
<td>Claims Expense means: fees and expenses charged by any attorney designated by the PLF; all other fees, costs, and expenses incurred by the PLF resulting from its investigation, adjustment, defense, prevention, mitigation, review, repair, or appeal of a Claim, or any matter that may create the potential for a Claim; or fees charged by any attorney designated by the Covered Party with the PLF’s written consent. The PLF’s costs for compensation of its regular employees are not considered Claims Expense and do not reduce the available Limit of Coverage.</td>
<td>Claims Expense means: fees and expenses charged by any attorney designated by the PLF; all other fees, costs, and expenses incurred by the PLF resulting from its investigation, adjustment, defense, prevention, mitigation, review, repair, or appeal of a Claim, or any matter that may create the potential for a Claim; or fees charged by any attorney designated by the Covered Party with the PLF’s written consent. The PLF’s costs for compensation of its regular employees are not considered Claims Expense and do not reduce the available Limit of Coverage.</td>
</tr>
<tr>
<td>4. Notwithstanding Exclusions 2 and 4 in Section VI, the PLF will defend Claims for which coverage is excluded under Exclusion 4, and Claims for malicious prosecution, abuse of process, and wrongful initiation of civil proceedings, provided such Claims arise out of Your Covered Activities and are not otherwise excluded by other applicable exclusions in this Plan. The PLF, however, will not have any duty to indemnify regarding any matter it defends pursuant to this provision.</td>
<td>4. Notwithstanding Exclusions 2 and 4 in Section VI, the PLF will defend Claims for which coverage is excluded under Exclusion 4, and Claims for malicious prosecution, abuse of process, and wrongful initiation of civil proceedings, provided such Claims arise out of Your Covered Activities and are not otherwise excluded by other applicable exclusions in this Plan. The PLF, however, will not have any duty to indemnify regarding any matter it defends pursuant to this provision.</td>
</tr>
<tr>
<td>5. The PLF does not have a duty to defend any Claim, or the portion of any Claim, that is not a Claim for Damages, as defined in Section I A. In the event the PLF voluntarily agrees to defend any Claim, or any portion of a Claim, that does not seek Damages, it will be subject to the Covered Party’s agreement that the Covered Party will cooperate with the PLF’s attempt to settle or dismiss any alleged Claim for Damages that may also be alleged. Following any such dismissal or settlement the PLF will have the right to withdraw from the defense of any remaining claim.</td>
<td></td>
</tr>
<tr>
<td><strong>POTENTIAL REVISION—EXCLUSION 10 (2019 PLAN)</strong></td>
<td><strong>2018 PLAN—EXCLUSION 10</strong></td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td><strong>10. Law Practice Business Activities Exclusion.</strong> This Plan does not apply to any Claim:</td>
<td><strong>10. Law Practice Business Activities or Benefits Exclusion.</strong> This Plan does not apply to any Claim:</td>
</tr>
<tr>
<td>Arising from or relating to the negotiation, securing, or collection of fees, costs, or disbursements owed or claimed to be owed to any Covered Party, or any Law Entity with which any Covered Party is now associated, or was associated at the time of the conduct giving rise to the Claim.</td>
<td>a. For any amounts paid, incurred, or charged by any Covered Party as fees, costs, or disbursements (or by any Law Entity with which any Covered Party was associated at the time the fees, costs, or expenses were paid, incurred, or charged), including but not limited to fees, costs, and disbursements alleged to be excessive, not earned, or negligently incurred, whether claimed as restitution of specific funds, forfeiture, financial loss, set-off, or otherwise.</td>
</tr>
<tr>
<td>The following illustrative examples, not intended to be exhaustive, are provided for the purpose of assisting a Covered Party or court in interpreting the PLF’s intent as to the scope of Exclusion 10:</td>
<td>b. Arising from or relating to the negotiation, securing, or collection of fees, costs, or disbursements owed or claimed to be owed to any Covered Party, or any Law Entity with which any Covered Party is now associated or was associated at the time of the conduct giving rise to the Claim; or</td>
</tr>
<tr>
<td>Example 1: Attorney A writes a demand letter to Client for unpaid fees and then files a lawsuit for collection of the fees. Client counterclaims for unlawful debt collection. Under Exclusion 10, there is no coverage for the claim. The same is true if Client is the plaintiff and sues for unlawful debt collection in response to the demand letter from Attorney A.</td>
<td>c. For damages or the recovery of funds or property that have benefitted or will directly or indirectly benefit any Covered Party.</td>
</tr>
<tr>
<td>Example 2 (contd): Attorney B is owed fees for work performed for a client and files a lien against property in order to secure payment of the fees. The property owner sues Attorney B claiming the lien is improperly asserted. The claim against Attorney B is not covered.</td>
<td><strong>IMPORTANT NOTE:</strong> THIS EXCLUSION WAS AMENDED AS OF 1/1/19 BUT THIS IS NOT AN EXPANSION OF PREVIOUS COVERAGE. PLEASE SEE THE AMENDED DEFINITION OF “DAMAGES” REGARDING CLAIMS INVOLVING ATTORNEY FEES, COSTS, EXPENSES OR DISBURSEMENTS.</td>
</tr>
<tr>
<td>Example 1: Attorney A sues Client for unpaid fees; Client counterclaims for the return of fees already paid to Attorney A, which allegedly were excessive and negligently incurred by Attorney A. Under subsection (a), there is no coverage for the claim.</td>
<td><strong>IMPORTANT NOTE:</strong> THIS EXCLUSION WAS AMENDED AS OF 1/1/19 BUT THIS IS NOT AN EXPANSION OF PREVIOUS COVERAGE. PLEASE SEE THE AMENDED DEFINITION OF “DAMAGES” REGARDING CLAIMS INVOLVING ATTORNEY FEES, COSTS, EXPENSES OR DISBURSEMENTS.</td>
</tr>
<tr>
<td>Example 2: Attorney B allows a default to be taken against Client, and bills an additional $2,500 in attorney fees incurred by Attorney B in his successful effort to get the default set aside. Client pays the bill but later sues Attorney B to recover the fees paid. Under subsection (a), there is no coverage for the claim.</td>
<td><strong>IMPORTANT NOTE:</strong> THIS EXCLUSION WAS AMENDED AS OF 1/1/19 BUT THIS IS NOT AN EXPANSION OF PREVIOUS COVERAGE. PLEASE SEE THE AMENDED DEFINITION OF “DAMAGES” REGARDING CLAIMS INVOLVING ATTORNEY FEES, COSTS, EXPENSES OR DISBURSEMENTS.</td>
</tr>
<tr>
<td>Example 3: Attorney C writes a demand letter to Client for unpaid fees and then files a lawsuit for collection of the fees. Client counterclaims for unlawful debt collection. Under subsection (b), there is no coverage for the claim. The same is true if Client is the plaintiff and sues for unlawful debt collection in response to the demand letter from Attorney C.</td>
<td><strong>IMPORTANT NOTE:</strong> THIS EXCLUSION WAS AMENDED AS OF 1/1/19 BUT THIS IS NOT AN EXPANSION OF PREVIOUS COVERAGE. PLEASE SEE THE AMENDED DEFINITION OF “DAMAGES” REGARDING CLAIMS INVOLVING ATTORNEY FEES, COSTS, EXPENSES OR DISBURSEMENTS.</td>
</tr>
<tr>
<td>Example 4: Attorney D negotiates a fee and security agreement with Client on behalf of Attorney D’s own firm. Other firm members, not Attorney D, represent Client. Attorney D later leaves the firm, Client disputes the fee and security agreement, and the firm sues Attorney D for negligence in representing the firm. Under subsection (b), there is no coverage for the claim.</td>
<td><strong>IMPORTANT NOTE:</strong> THIS EXCLUSION WAS AMENDED AS OF 1/1/19 BUT THIS IS NOT AN EXPANSION OF PREVIOUS COVERAGE. PLEASE SEE THE AMENDED DEFINITION OF “DAMAGES” REGARDING CLAIMS INVOLVING ATTORNEY FEES, COSTS, EXPENSES OR DISBURSEMENTS.</td>
</tr>
<tr>
<td>Example 5: Attorney E takes a security interest in stock belonging to Client as security for fees. Client fails to pay the fees, and Attorney E sues for recovery of the stock and damages. Under subsection (c), there is no coverage for the claim. The same is true if Attorney E receives the stock as a fee and it sued later for recovery of the stock or damages.</td>
<td><strong>IMPORTANT NOTE:</strong> THIS EXCLUSION WAS AMENDED AS OF 1/1/19 BUT THIS IS NOT AN EXPANSION OF PREVIOUS COVERAGE. PLEASE SEE THE AMENDED DEFINITION OF “DAMAGES” REGARDING CLAIMS INVOLVING ATTORNEY FEES, COSTS, EXPENSES OR DISBURSEMENTS.</td>
</tr>
</tbody>
</table>
The Professional Liability Fund ("PLF") is an instrumentality of the Oregon State Bar created pursuant to powers delegated to it in ORS 9.080(2)(a). The PLF Primary Coverage Plan ("Plan") is not intended to cover all claims that can be made against Oregon lawyers. The limits, exclusions, and conditions of the Plan are in place to enable the PLF to meet the statutory requirements and to meet the Mission and Goals set forth in Chapter One of the PLF Policies, including, “To provide the mandatory professional liability coverage consistent with a sound financial condition, superior claims handling, efficient administration, and effective loss prevention.” The limits, exclusions, and conditions of the Plan are to be fairly and objectively construed for that purpose.

While mandatory malpractice coverage and the existence of the PLF provide incidental benefits to the public, the Plan is not to be construed as written with the public as an intended beneficiary. The Plan is not an insurance policy.

Because the Plan has limits and exclusions, members of the Oregon State Bar are encouraged to purchase excess malpractice coverage and coverage for excluded claims through general liability and other insurance policies. Lawyers and their firms should consult with their own insurance agents as to available coverages. Excess malpractice coverage is also available through the PLF.
TABLE OF CONTENTS

INTRODUCTION ........................................................................................................................................... 1

SECTION I – COVERAGE AGREEMENT ........................................................................................................ 1
  A. Indemnity .................................................................................................................................................. 1
  B. Defense .................................................................................................................................................. 1
  C. Exhaustion of Limits ............................................................................................................................... 2
  D. No Prior Knowledge or Prior Coverage ............................................................................................... 2
  E. Coverage Territory .................................................................................................................................. 2

SECTION II – WHO IS A COVERED PARTY? ............................................................................................. 2
  A. The Individual Attorney Named in the Declarations ............................................................................ 2
  B. Law Entities Legally Liable for Your Covered Activities ....................................................................... 3

SECTION III – WHAT IS A COVERED ACTIVITY? .................................................................................. 3
  A. What Qualifies as a Covered Activity? .................................................................................................... 3
  B. What Are Professional Legal Services? ................................................................................................. 4
  C. Special Capacity Services ....................................................................................................................... 4

SECTION IV – WHAT IS THE APPLICABLE COVERAGE PERIOD? ....................................................... 5
  A. Date of Claim .......................................................................................................................................... 5
  B. Special Rule Regarding Related Claims ............................................................................................... 5

SECTION V – WHAT ARE RELATED CLAIMS? ....................................................................................... 6
  A. Related Claims ....................................................................................................................................... 6
  B. General Examples .................................................................................................................................... 6

SECTION VI – WHAT IS EXCLUDED FROM COVERAGE? ....................................................................... 8
  1. Fraudulent Claims .................................................................................................................................. 8
  2. Wrongful Conduct ................................................................................................................................... 8
  3. Disciplinary Proceedings ....................................................................................................................... 8
  4. Punitive Damages, Sanctions, or Certain Fee Awards .......................................................................... 8
  5. Failure to Pay Lien .................................................................................................................................. 8
  6. Business Interests ................................................................................................................................... 8
  7. Partner and Employee Exclusion .......................................................................................................... 9
  8. Business Transaction with Client ......................................................................................................... 9
  9. Investment Advice .................................................................................................................................. 9
 10. Law Practice Business Activities or Benefits Exclusion .................................................................... 9
 11. Family Member and Ownership Exclusion ......................................................................................... 10
 12. Benefit Plan Fiduciary Exclusion ......................................................................................................... 11
 13. Notary Exclusion .................................................................................................................................. 11
 14. Loss of Client Funds or Property/Certain Disbursements .................................................................... 11
 15. General Tortious Conduct .................................................................................................................... 11
 16. Harassment and Discrimination .......................................................................................................... 12
 17. Patent Exclusion ................................................................................................................................... 12
 18. Contractual Obligation Exclusion ......................................................................................................... 12
 19. Bankruptcy Trustee Exclusion .............................................................................................................. 12
 20. Confidential or Private Information/Computer Systems ...................................................................... 12
 21. Escrow/Holding Exclusion ................................................................................................................... 13
SECTION VII – LIMIT OF COVERAGE, CLAIMS EXPENSE ALLOWANCE, AND SPECIAL LIMITS REGARDING RELATED CLAIMS ................................................................. 14
A. Limit of Coverage ........................................................................................................................................... 14
B. Claims Expense Allowance .......................................................................................................................... 14
C. Special Rules and Limits for Related Claims ......................................................................................... 14

SECTION VIII – DUTIES OF COVERED PARTIES ....................................................................................... 16
A. Notice of Claims, Suits, and Circumstances ............................................................................................... 16
B. Assistance and Cooperation in Defense ....................................................................................................... 16
C. No Voluntary Payments, Admissions, or Representations .............................................................................. 17
D. Protection of Subrogation Rights .................................................................................................................... 17
E. Assistance and Cooperation in Coverage Issues ....................................................................................... 17

SECTION IX – ACTIONS BETWEEN THE PLF AND COVERED PARTIES OR OTHERS ..................... 17

SECTION XI – RELATION OF PLF COVERAGE TO INSURANCE COVERAGE OR OTHER COVERAGE ........................................................................... 19

SECTION XII – WAIVER AND ESTOPPEL .................................................................................................... 19

SECTION XIII – AUTOMATIC EXTENDED REPORTING COVERAGE ....................................................... 19

SECTION XIV – ASSIGNMENT ....................................................................................................................... 19

APPENDIX A – LIST AND INDEX OF DEFINED TERMS .................................................................................. 20
INTRODUCTION
Effective 1.1.2019

Throughout this Professional Liability Fund (“PLF”) Primary Coverage Plan (“Plan”): You and Your refer to the Named Party shown in the Declarations; Plan Year means the period of January 1 through December 31 of the calendar year for which this Plan was issued; and Coverage Period means the coverage period shown in the Declarations under the heading “Coverage Period.”

When terms appear in bold, with the first letter capitalized, they have the defined meanings set forth in the Plan. A List and Index of Defined Terms is attached as an Appendix.

SECTION I – COVERAGE AGREEMENT

Subject to the terms, conditions, definitions, exclusions, and limitations set forth in this Plan and the applicable Limit of Coverage and Claims Expense Allowance, as defined in Section VII, the coverage provided by this Plan is as follows:

A. Indemnity

The PLF will pay all sums a Covered Party is Legally Obligated to pay as Damages as a result of a Claim arising from a Covered Activity to which this Coverage Period applies, as determined by the rules set forth in Section IV.

A Claim means a demand for Damages, or written notice to a Covered Party of an intent to hold a Covered Party liable as a result of a Covered Activity, if such notice might reasonably be expected to result in an assertion of a right to Damages.

Legally Obligated to pay Damages means a Covered Party is required to make actual payment of monetary Damages and is not protected or absolved from actual payment of Damages by reason of any covenant not to execute, other contractual agreement of any kind, or a court order, preventing the ability of the claimant to collect money Damages directly from the Covered Party.

Damages means monetary compensation a Covered Party must pay for harm or loss and does not include:

a. Fines; penalties, statutorily enhanced damages, or enhanced prevailing fees;
b. Punitive or exemplary damages;
c. The return, forfeiture, disgorgement, restitution, reduction, or offset of any fees, costs, expenses or disbursements paid to, charged by, or owed to any Covered Party or to any Law Entity with which any Covered Party was associated at the time any such fees, costs, expenses or disbursements were paid, charged, or incurred, including but not limited to fees, costs, expenses or disbursements alleged to be excessive, not earned, unnecessary, ill-advised, or caused, in whole or in part, by any alleged negligent advice;
d. Rescission, injunctions, accountings, restitution, equitable relief;
e. Any personal profit or advantage to a Covered Party;
f. Any award of attorney fees, costs, or interest arising from any claim referenced in (a) through (e) above, or from any excluded claim.

The following illustrative examples, not intended to be exhaustive, are provided for the purpose of assisting a Covered Party or court in interpreting the PLF’s intent as to the scope of Damages covered under the Plan:

Example 1: Attorney A sues Client for unpaid fees; Client counterclaims for the return of fees already paid to Attorney A, which allegedly were excessive. Because this is not a claim for Damages, it is not covered.

Example 2: Attorney B allows a default to be taken against Client, and bills an additional $2,500 in attorney fees incurred by Attorney B in his successful effort to get the default set aside. Client pays the bill but later sues Attorney B to recover the fees paid. This is not a claim for Damages, as defined in the Plan. Therefore, it is not covered.
Example 3: Attorney C writes a demand letter to Client for unpaid fees and then files a lawsuit for collection of the fees. Client counterclaims for unlawful debt collection. Under the definition of Damages, there is no coverage for the claim. The same is true if Client is the plaintiff and sues for unlawful debt collection in response to the demand letter from Attorney C.

Example 4: Attorney D negotiates a fee and security agreement with Client on behalf of Attorney D’s own firm. Other firm members, not Attorney D, represent Client. Attorney D later leaves the firm, Client disputes the fee and security agreement, and the firm sues Attorney D for negligence in representing the firm. Under the definition of Damages, there is no coverage for the claim.

Example 5: Attorney E takes a security interest in stock belonging to Client as security for fees. Client fails to pay the fees, and Attorney E executes on the stock and becomes the owner. Client sues for recovery of the stock and damages. Under the definition of Damages, there is no coverage for the claim. The same is true if Attorney E receives the stock as a fee and is sued later for recovery of the stock or damages.

Example 6: Attorney F advises client to sue a third party, charging substantial fees to file and litigate the suit. Client receives a very small recovery and sues Attorney F alleging that Attorney F was negligent in advising Client to sue the third party. Client sues Attorney F to recover the fees and costs Client spent or owes for pursuing the third party claim. Client alleges Attorney F should have realized the cost of pursuing the claim was not justified. This claim is not covered because the amounts sought by Client are not Damages. The same is true if Client claims that Attorney F was negligent for not advising Client that Attorney F, or another attorney, may have agreed to pursue the claim for a contingent fee.

Example 7: Attorney G fails to properly request attorney fees from an opposing party. As a result Client sues Attorney G because Client could have recovered fees if Attorney G had properly pursued them. This claim seeks Damages covered under the Plan.

B. Defense

1. Until the Claims Expense Allowance and the Limit of Coverage are exhausted, the PLF will defend a Covered Party against any Suit seeking Damages to which this Plan applies. The PLF is not bound by any Covered Party's agreement to resolve a dispute through arbitration or any other alternative dispute resolution proceeding and has no duty to defend or indemnify regarding any dispute handled or resolved in this manner without its consent.

   Suit means a civil lawsuit. Suit also includes an arbitration or other alternative dispute resolution proceeding only if the PLF expressly consents to it.

2. The PLF has the sole right to select and appoint defense counsel, to control the defense and investigation of a Claim and, in its discretion, to settle any Claim to which this Plan applies. The PLF has no duty to contribute to the settlement of a Claim based on projected defense costs or on potential liability arising from uncovered claims. Subject to its sole discretion, the PLF may also elect to take steps, or make expenditures to investigate, prevent, mitigate, review, or repair any Claim or matter that may create the potential for a Claim.

3. The PLF will pay Claims Expense the PLF incurs.

   Claims Expense means: fees and expenses charged by any attorney designated by the PLF; all other fees, costs, and expenses incurred by the PLF resulting from its investigation, adjustment, defense, prevention, mitigation, review, repair, or appeal of a Claim, or any matter that may create the potential for a Claim; or fees charged by any attorney designated by the Covered Party with the PLF's written consent. The PLF's costs for compensation of its regular employees are not considered Claims Expense and do not reduce the available Limit of Coverage.

4. Notwithstanding Exclusions 2 and 4 in Section VI, the PLF will defend Claims for which coverage is excluded under Exclusion 4, and Claims for malicious prosecution, abuse of process, and wrongful initiation of civil proceedings, provided such Claims arise out of Your Covered Activities and are not otherwise excluded by other applicable exclusions in this Plan. The PLF, however, will not have any duty to indemnify regarding any matter it defends pursuant to this provision.
5. The PLF does not have a duty to defend any Claim, or the portion of any Claim, that is not a Claim for Damages, as defined in Section I A. In the event the PLF voluntarily agrees to defend any Claim, or any portion of a Claim, that does not seek Damages, it will be subject to the Covered Party’s agreement that the Covered Party will cooperate with the PLF’s attempt to settle or dismiss any alleged Claim for Damages that may also be alleged. Following any such dismissal or settlement the PLF will have the right to withdraw from the defense of any remaining claim.

C. Exhaustion of Limits
The PLF is not obligated to investigate, defend, pay, or settle any Claim after the applicable Limit of Coverage and Claims Expense Allowance have been exhausted.

D. No Prior Knowledge or Prior Coverage
This Plan applies only to a Covered Activity that occurred after the Retroactive Date shown in the Declarations and either: (a) during the Coverage Period, or (b) before the Coverage Period if (i) on the effective date of this Plan, You had no knowledge of any Claim having been asserted or of any facts or circumstances that You were aware, or reasonably should have been aware, could reasonably result in a Claim arising out of the Covered Activity and (ii) there is no prior Plan or policy that provides coverage for such liability or Claim, whether or not the available limits of such prior Plan or policy are sufficient to pay any liability or Claim.

E. Coverage Territory
This Plan applies to Suits brought in the United States, its territories, or possessions, within the jurisdiction of any Indian tribe in the United States, or to any Suit brought in Canada. It does not apply to Suits in any other jurisdiction, or to any Suit to enforce a judgment rendered in any other such jurisdiction.

SECTION II – WHO IS A COVERED PARTY?

Only the following are Covered Parties under this Plan:

A. The Individual Attorney Named in the Declarations
You are a Covered Party under this Plan, or in the event of Your death, adjudicated incapacity, or bankruptcy, Your conservator, guardian, trustee in bankruptcy, or legal or personal representative, when acting in such capacity, is a Covered Party, regarding any Claim to which this Plan applies, provided, at the time of the error, omission, negligent act, or breach of duty on which such Claim is based: (1) You were engaged in Private Practice; (2) You were licensed to practice in Oregon; and (3) Your Principal Office was in Oregon.

Private Practice means providing Professional Legal Services or Special Capacity Services through a Law Entity. Private Practice does not include:

Your work or conduct as an employee of any entity that is not a Law Entity, including but not limited to any private entity or any governmental body, subdivision, or agency, whether or not You are employed as a public official or employee, if You are subject to the direction and control of the non-Law Entity regarding the means and manner of providing services and are paid on a salaried basis, or hourly employee basis, as opposed to being retained as an independent contractor, paid on a fee for service or hourly fee basis; or

Your work or conduct in any other capacity that comes within the defense and indemnity provisions of ORS 30.285 and 30.287, unless the public body rejects any duty to defend and indemnify You. If the public body rejects Your defense and indemnity, the PLF will provide coverage, provided the Claim relates to a Covered Activity to which this Plan would otherwise apply, and the PLF will be subrogated to all Your rights against the public body.
For purposes of determining the location of Your Principal Office, a law office is a location held out to the public as Your law office. If You have only one law office, then that is the location of Your Principal Office. If You have two or more law offices and any of them is in Oregon, Your Principal Office is in Oregon if the total amount of time You spend engaged in Private Practice in such Oregon law office locations is greater than 50% of the time You engage in Private Practice in all law office locations when measured over the course of the 12 months prior to January 1st of each year. If You do not have a law office, Your Principal Office is in Oregon if: You reside in Oregon; or, if You reside outside Oregon but are not an active member of the bar of the jurisdiction where You reside.

B. Law Entities Legally Liable for Your Covered Activities

A Law Entity legally liable for any Claim against You, based on Your Covered Activities is also a Covered Party under this Plan. However, in the event the Claim also involves claims against other attorneys not covered under a PLF Plan, any defense or indemnity for the Law Entity under this Plan is limited to that portion of the Law Entity's legal liability that relates to Your Covered Activities.

A Law Entity means a professional corporation, partnership, limited liability partnership, limited liability company, or sole proprietorship that engages in the Private Practice of law in Oregon.

SECTION III – WHAT IS A COVERED ACTIVITY?

A. What Qualifies as a Covered Activity?

This Plan does not apply to all activities an attorney may engage in while practicing law. To fall within coverage, a Claim must arise out of a Covered Activity, subject to the following definitions, restrictions, and limitations, and all applicable exclusions in this Plan.

A Covered Activity is an error, omission, negligent act, or breach of duty committed in the course of providing or failing to provide Professional Legal Services or Special Capacity Services, as limited below, by:

a. You;

b. Another attorney for whose conduct You are legally liable, in Your capacity as an attorney, but only if the attorney was covered under a PLF Plan at the time of the act, error, omission, negligent act, or breach of duty; or

c. Your Non Attorney employee, for whose conduct You are legally liable in Your capacity as an attorney, but only to the extent such employee was assisting You in providing Professional Legal Services or Special Capacity Services.

Non Attorney employee includes employees who are not attorneys, as well as employees who have a law degree but are not engaged in the practice of law in Oregon or any other state.

B. What Are Professional Legal Services?

Professional Legal Services are legal services or legal advice provided in a Covered Party's capacity as an attorney in Private Practice, including services a Covered Party provides as a mediator or arbitrator. Professional Legal Services do not include activities such as, but not limited to, the following:

a. Any conduct in carrying out the commercial or administrative activities associated with practicing law, including but not limited to activities such as collecting fees or costs, guaranteeing a client will pay third party vendors or service providers such as court reporters, depositing, endorsing, or otherwise transferring negotiable instruments, depositing or withdrawing any money or other instruments into or from trust accounts or other bank accounts, any activities relating to or arising from the receipt, transmittal, or
negotiation of counterfeit or fraudulent checks or instruments, or any activities that require no specialized skill or training, such as paying bills on time or not incurring unnecessary expenses;

b. Business-related activities or services, including operating, managing, or controlling any property, business property, business, or institution in a manner similar to an owner, officer, director, partner, or shareholder, whether as a trustee or otherwise;

c. Activities as an officer, director, partner, employee, shareholder, member, or manager of any entity except a Law Entity;

d. Activities on any board, including but not limited to serving on the board of trustees of a charitable, educational, or religious institution, or a real estate or other investment syndication;

e. Serving as trustee for the liquidation of any business or institution, or as trustee for the control of a union or other institution; or

f. Non-legal services such as architectural, engineering, accounting, lobbying, marketing, advertising, trade services, public relations, real estate appraisal, real estate development, brokerage services, or other such services.

C. Special Capacity Services

Special Capacity Services provided by a Covered Party, arising out of a Special Capacity Relationship, are Covered Activities but only with respect to a Claim made by or for the benefit of a beneficiary of the Special Capacity Relationship and provided such Claim does not arise as a result of a claim by a third party relating to business activities or services provided by the Covered Party in the course of the Special Capacity Relationship.

Special Capacity Relationship means the Covered Party is formally named or designated to act in the capacity of a Personal Representative, Administrator, Conservator, Executor, Guardian Ad Litem, Special Representative pursuant to ORS 130.120 or a successor statute, or a Trustee administering a formal trust instrument for the benefit of a beneficiary.

Special Capacity Services means certain services commonly provided by an attorney in the course of a Special Capacity Relationship for the purposes of administering an estate or trust in accordance with applicable law and/or performing the legally required duties and obligations owed to beneficiaries of Special Capacity Relationships. Special Capacity Services do not include:

a. Business-related services, including but not limited to operating, managing, or controlling any property, business property, business, or institution, whether owned by the estate or trust or otherwise, in a manner similar to an owner, officer, director, partner, or shareholder; or

b. Services provided by a Covered Party that generally fall within the scope of services commonly provided by another type of professional such as an accountant, tax professional, financial planner or advisor, appraiser, architect, engineer, surveyor, real estate agent, or other such professional, or by a person in another trade or occupation such as a contractor, landscaper, gardener, caregiver, caretaker, housekeeper, or similar service provider.

SECTION IV – WHAT IS THE APPLICABLE COVERAGE PERIOD?

A. Date of Claim

Subject to Subsection IV B, the Coverage Period in effect on the earliest of the following dates applies to a Claim or matter:

1. The date a lawsuit is first filed, or an arbitration or alternative dispute resolution proceeding is first initiated against a Covered Party under this Plan;
2. The date the PLF first becomes aware of a matter involving facts or circumstances that could reasonably result in a Claim against a Covered Party under this Plan;

3. The date any Covered Party under this Plan first becomes aware of a matter involving facts or circumstances that could reasonably result in a Claim against a Covered Party under this Plan;

4. The date any Covered Party under this Plan receives notice of a Claim;

5. The date the PLF receives notice of a Claim against a Covered Party under this Plan; or

6. If Subsections 1 through 5 do not apply, the date the PLF opens a file in order to take steps and/or make expenditures, for the purpose of investigation, mitigation, review, or prevention of any potential Claim against a Covered Party under this Plan.

In the case of matters falling only within subsection 6, in the event there is any subsequent Claim against a Covered Party under this Plan, relating to or arising from such matter, the Limit of Coverage and/or Claims Expense Allowance for the Plan Year applicable to such Claim is reduced by the amount the PLF spends on the matter.

B. Special Rule Regarding Coverage Period Applicable to Related Claims Against Associated Attorneys

If any Claim against a Covered Party under this Plan is Related to one or more Related Claim(s) against any Associated Attorney, the Coverage Period in effect on the earliest of the following dates applies to the Claim:

1. The date a lawsuit was first filed, or an arbitration or alternative dispute resolution proceeding was initiated with respect to the earliest of the Related Claims;

2. The date the PLF first became aware of facts or circumstances that could reasonably result in the earliest of the Related Claims;

3. The date any Covered Party under this Plan first became aware of facts or circumstances that could reasonably result in the earliest of the Related Claims;

4. The first date any Associated Attorney first became aware of facts or circumstances that could reasonably result in the earliest of the Related Claims;

5. The date the PLF received notice of the earliest Related Claim;

6. The date any Covered Party under this Plan received notice of the earliest Related Claim; or

7. The first date any Associated Attorney received notice of the earliest Related Claim.

Associated Attorney means any attorney who, at the time of the representation, advice, or activity at issue, or during any portion of such representation, advice, or activity: (1) was a member, partner, associate, of counsel, or contract attorney, in the same Law Entity with You; or (2) worked in association with You, or as co-counsel with You, regarding the representation, advice, or activity that is the subject of the Claim(s).

If You did not have a PLF Plan in effect on the date applicable to the earliest Related Claim pursuant to this subsection IV B, and You have no other insurance from any source that is applicable to the Claim, regardless of whether the available limits of such policy are sufficient to cover liability for the Claim, any applicable Coverage Period for the Related Claim against You is determined using the method set forth in Section IV A.

The Plan Year applicable to Related Claims against attorneys who are not Associated Attorneys is determined pursuant to Section IV A.

The foregoing provisions regarding Related Claims involving Associated Attorneys does not increase the $300,000 total maximum limit applicable to all Related Claims, whether against an Associated Attorney, or against any other attorney or Law Entity.
**SECTION V – WHAT ARE RELATED CLAIMS?**

**A. Related Claims**

Two or more **Claims** are **Related** when they are based on or arise out of facts, practices, circumstances, situations, transactions, occurrences, **Covered Activities**, damages, liabilities, or the relationships of the people or entities involved (including clients, claimants, attorneys, and/or other advisors) that are logically or causally connected or linked or share a common bond or nexus. A **Claim** against **You** may be **Related** to another **Claim(s)** against **You** and/or to a **Claim(s)** against other attorneys covered under other PLF Plans. If **Claims** are **Related**, special rules, set forth in Section VII C, govern the total amount the PLF will pay in defense and indemnity of all such **Claims**.

**B. General Examples**

General examples of **Related Claims** include, but are not limited to, the following:

1. Secondary or dependent liability. **Claims** such as those based on vicarious liability, failure to supervise, or negligent referral are **Related** to the **Claims** on which they are based.

2. Same transaction or occurrence. Multiple **Claims** arising out of the same transaction or occurrence or series of transactions or occurrences are **Related**. However, provided the **Claims** do not also fall within one of the other categories in this Section V B, the PLF will not treat the **Claims** as **Related** if: (a) the participating **Covered Parties** acted independently of one another; (b) they represented different clients or groups of clients whose interests were adverse; and (c) the claimants do not rely on any common theory of liability or damage.

3. Alleged scheme or plan. If claimants tie together different acts as part of an alleged overall scheme or operation, then the **Claims** are **Related**.

4. Actual pattern or practice. Even if a scheme or practice is not alleged, if **Claims** arise from a method, pattern, or practice in fact used or adopted by one or more **Covered Parties** or **Law Entities** representing multiple clients in similar matters, such **Claims** are **Related**.

5. One loss. When successive or collective errors each cause or contribute to single or multiple clients’ and/or claimants’ harm, or cumulatively enhance their damages or losses, then the **Claims** are **Related**.

6. Class actions. All **Claims** alleged as part of a class action or purported class action are **Related**.

For the purpose of assisting a **Covered Party** or court in interpreting the PLF’s intent as to which **Claims** are considered to be **Related**, and subject to the special rules regarding limits under Section VII C, examples illustrating the PLF’s intent, not intended to be exhaustive, are as follows:

**Example 1: Secondary or Dependent Liability** – Attorney A is an associate in a firm and commits malpractice. **Claims** are made against Attorney A, various attorneys who were partners in the firm at the time of the malpractice, and the firm. Even if Attorney A and some of the other lawyers are at different firms at the time of the **Claim**, all **Claims** are **Related**.

**Example 2: Same Transaction, Occurrence, or Series of Transactions or Occurrences** – Attorney A writes a tax opinion for an investment offering. Attorneys B and C, with a different law firm, assemble the offering circular. In 2010, Investors 1 and 2 bring **Claims** relating to the offering. Investor 3 brings a **Claim** in 2011. **Claims** against all attorneys and firms, by all three investors, are **Related**.

**Example 3: Independent Representation of Adverse Clients Where There Is No Common Theory of Liability or Damage** – Attorneys A and B represent husband and wife, respectively, in a divorce. Husband sues A for malpractice in litigating his prenuptial agreement. Wife sues B for not getting her proper custody rights over the children. A’s and B’s **Claims** are **not Related**.
Example 4: Same Transaction, Occurrence, or Series of Transactions or Occurrences/One Loss – An owner sells his company to its employees by selling shares to two employee benefit plans set up for that purpose. The plans and/or their members sue the company, its outside corporate counsel, its ERISA attorney, the owner and his attorney, and the plans’ former attorney, contending there were improprieties in due diligence, the form of the agreements, and the amount and value of shares issued. The defendants file cross-claims. All Claims against the four attorneys are Related because they arise out of the same transactions or occurrences. The three necessary elements of the exception described in Section V B 2 are not satisfied because the claimants rely on common theories of liability. In addition, the exception may not apply because not all interests were adverse, theories of damages are common, or the attorneys did not act independently of one another. Even if the exception in Section V B 2 did apply, however, the Claims would still be Related under Section V B 5 because they involve one loss.

Example 5: Claimants Allege Overall Scheme or Operation – Attorney F represents an investment manager for multiple transactions over multiple years in which the manager purchased stocks in Company A on behalf of various groups of investors. Attorneys G and H represent different groups of investors. Attorney J represents Company A. Attorneys F, G, H, and J are all in different firms. They are all sued by the investors for securities violations arising out of this group of transactions. These Claims are all Related because, as is often the case in securities claims, the claimants have tied together different acts as part of an alleged overall scheme or operation.

Example 6: Actual Pattern or Practice – Attorneys A, B, and C in the same firm represent a large number of asbestos clients over several years’ time, using a firm-wide formula for evaluating large numbers of cases with minimum effort. They are sued by certain clients for improper evaluation. Plaintiffs do not allege a common scheme or plan, but because the firm in fact operated a firm-wide formula for handling the cases, these Claims are Related based on the Covered Parties’ own pattern or practice.

Example 7: Successive or Collective Errors – Attorney C represents a group of clients at trial and commits certain errors. Attorney D of the same firm undertakes the appeal but fails to file the notice of appeal on time. Attorney E is hired by clients to sue Attorneys C and D for malpractice but misses the statute of limitations. Clients sue all three attorneys. All Claims are Related.

Example 8: Class Action or Purported Class Action – Attorneys A, B, and C in the same firm represent a large banking institution. They are sued by the bank’s customers in a class action lawsuit for their part in advising the bank on allegedly improper banking practices. All Claims are Related.

SECTION VI – WHAT IS EXCLUDED FROM COVERAGE?

1. Fraudulent Claims. This Plan does not apply to any Claim in which any Covered Party, or in which anyone for whose conduct a Covered Party is legally liable, has participated in any fraud or collusion with respect to the Claim.

2. Wrongful Conduct. This Plan does not apply to any Claim based on or arising out of:
   a. any criminal act or conduct;
   b. any knowingly wrongful, dishonest, fraudulent, or malicious act or conduct;
   c. any intentional tort; or
   d. any knowing or intentional violation of the Oregon Rules of Professional Conduct (ORPC) or other applicable code of ethics.

Exclusion 2 applies even if the Covered Party did not intend to cause harm or damages.

This Exclusion 2 does not apply to You if You: did not commit or participate in any acts or conduct set forth in subsections (a) through (d); had no knowledge of any such acts or conduct at the time they occurred; and did not acquiesce or remain passive after becoming aware of such acts or conduct.
Exclusion 2 does not apply to any Law Entity covered under this Plan unless a member of the Control Group of the Law Entity:

1. committed or participated in any acts or conduct set forth in subsections (a) through (d); or
2. had knowledge of any such acts and acquiesced in them or failed to take, or attempt to take, corrective action.

Control Group includes all persons who are managers or officers of the Law Entity, and/or all persons with authority to act, make decisions or enter into agreements on behalf of the Law Entity.

3. Disciplinary Proceedings. This Plan does not apply to any investigation or disciplinary proceeding by the Oregon State Bar or any similar entity.

4. Punitive Damages, Sanctions, or Certain Fee Awards. This Plan does not apply to:

a. The part of any Claim seeking punitive, exemplary, or statutorily enhanced damages against any Covered Party, or against anyone for whose conduct a Covered Party is legally liable;

b. Any Claim for or arising out of the imposition of attorney fees, costs, fines, penalties, or remedies imposed as sanctions under any federal or state statute, administrative rule, court rule, or case law. However, with respect to any sanction awarded only against the client, this subsection (b) does not apply if: the Covered Party establishes that the sanction was caused by mere negligence on the part of the Covered Party and on the part of anyone for whose conduct a Covered Party is legally liable; and the sanction was not based, in whole or in part, on a finding of bad faith, malicious conduct, dishonest conduct, or misrepresentation on the part of the Covered Party, or on the part of anyone for whose conduct a Covered Party is legally liable; or

c. Any attorney fees or costs owed as a result of any statute making any attorney liable or responsible for fees or costs owed by a client.

5. Failure to Pay Lien. This Plan does not apply to any Claim based on or arising out of the non-payment of a valid and enforceable lien if actual notice of such lien was provided to any Covered Party or to anyone for whose conduct a Covered Party is legally liable, prior to the payment of the funds to a client or any person or entity other than the rightful lien-holder.

6. Business Interests. This Plan does not apply to any Claim by a business enterprise:

a. In which You have an Ownership Interest; or in which You are a general partner, managing member, or employee; or in which You control, operate or manage, either individually or a fiduciary capacity, any property that is owned, managed or maintained by the business enterprise; or

b. At the time of the alleged acts, errors or omissions on which the Claim is based: You had an Ownership Interest in the business enterprise; You were a general partner, managing member, or employee of the business enterprise; or You controlled, operated or managed, either individually or a fiduciary capacity, any property that was owned, managed or maintained by the business enterprise.

Ownership Interest means either You, those controlled by You, Your spouse, parent, stepparent, child, stepchild, sibling, any member of Your household, or those with whom You are regularly engaged in the practice of law collectively own more than 10% of the business enterprise or owned more than 10% of the business enterprise at the time of the alleged acts, errors or omissions on which the Claim is based.

7. Partner and Employee Exclusion. This Plan does not apply to any Claim made by:

a. A present, former, or prospective law partner, employer, or employee of a Covered Party, or of anyone for whose conduct a Covered Party is legally liable; or
b. A present, former, or prospective officer, director, or employee of a professional corporation in which a Covered Party, or in which any attorney for whose conduct a Covered Party is legally liable, is or was a shareholder.

This Exclusion 7 does not apply if the Claim arises solely out of conduct in an attorney-client capacity for a person or entity listed in subsections (a) and (b).

8. Business Transaction with Client. This Plan does not apply to any Claim based on or arising out of any business transaction in which any Covered Party, or in which anyone for whose conduct a Covered Party is legally liable, participated with a client unless any written disclosure required by ORPC 1.8(a), or its equivalent, was properly executed prior to the transaction.

9. Investment Advice. This Plan does not apply to any of the following Claims or excluded activities, whether or not they are the sole cause, or a contributing cause, of any resulting loss or damage:

a. Any Claim for investment losses, or for any damages arising from or relating to such losses, as a result of any Covered Party, or any person for whose conduct any Covered Party is legally liable: advising any person or entity respecting the value of a particular investment; recommending investing in, purchasing, or selling a particular investment; providing any economic analysis of any investment; inducing any person or entity to make any particular investment; making any warranty or guarantee regarding any investment; or making a financial decision or investment choice on behalf of any other person or entity regarding the purchase or selection of any particular investment.

This subsection (a) does not apply, however, to Claims made by a purchaser of securities for losses that arise only from Professional Legal Services provided to a seller of securities, provided no Covered Party, nor any attorney for whose conduct a Covered Party is legally liable, provided any advice or services, or made any representations, falling within this exclusion, directly to such purchaser.

b. Any Claim arising from any Covered Party, or any person for whose conduct any Covered Party is legally liable: advising or failing to advise any person in connection with the borrowing of any funds or property by any Covered Party for the Covered Party or for another; acting as a broker for a borrower or a lender; or giving advice of any nature when the compensation for such advice is, in whole or in part, contingent or dependent on the success or failure of a particular investment.

c. Managing an investment, or buying or selling an investment for another, except to the limited extent such activities fall within the common and ordinary scope of Special Capacity Services.

10. Law Practice Business Activities or Benefits Exclusion. This Plan does not apply to any Claim:

Arising from or relating to the negotiation, securing, or collection of fees, costs, or disbursements owed or claimed to be owed to any Covered Party, or any Law Entity with which any Covered Party is now associated, or was associated at the time of the conduct giving rise to the Claim.

The following illustrative examples, not intended to be exhaustive, are provided for the purpose of assisting a Covered Party or court in interpreting the PLF’s intent as to the scope of Exclusion 10:

Example 1: Attorney A sues Client for unpaid fees; Client counterclaims for the return of fees already paid to Attorney A, which allegedly were excessive and negligently incurred by Attorney A. Under subsection (a), there is no coverage for the claim.

Example 2: Attorney B allows a default to be taken against Client, and bills an additional $2,500 in attorney fees incurred by Attorney B in his successful effort to get the default set aside. Client pays the bill but later sues Attorney B to recover the fees paid. Under subsection (a), there is no coverage for the claim.

IMPORTANT NOTE: THIS EXCLUSION WAS AMENDED AS OF 1/1/19 BUT THIS IS NOT AN EXPANSION OF PREVIOUS COVERAGE. PLEASE SEE THE AMENDED DEFINITION OF "DAMAGES" REGARDING CLAIMS INVOLVING ATTORNEY FEES, COSTS, EXPENSES OR DISBURSEMENTS.
11. **Family Member and Ownership Exclusion.** This Plan does not apply to any **Claim** based on or arising from any **Covered Party**, or anyone for whose conduct a **Covered Party** is legally liable, having provided or failed to provide:

   a. **Professional Legal Services** to any person or entity that is his or her own **Family Member** or **Family Business** at the time any such services are provided or fail to be provided; or

   b. **Special Capacity Services** to a trust or estate: (i) if the **Covered Party**, or person for whose conduct a **Covered Party** is legally liable, is a beneficiary of the trust or estate; or (ii) if at the time any such **Special Capacity Services** are provided, or fail to be provided, any **Family Member** or **Family Business** of that **Covered Party**, or of the person for whose conduct a **Covered Party** is legally liable, is a beneficiary of the trust or estate.

   **Family Member(s)** means spouse, parent, adoptive parent, parent-in-law, stepparent, grandparent, child, adopted child, stepchild, grandchild, son-in-law, daughter-in-law, sibling, adopted sibling, stepsibling, half sibling, brother-in-law, sister-in-law, or any member of the **Covered Party’s** household and, if the household member is a spousal equivalent of the **Covered Party**, the **Family Members** of any such person.

   **Family Business** means a business entity in which the **Covered Party**, or person for whose conduct a **Covered Party** is legally liable, and/or the **Family Members** of such **Covered Party**, or person for whose conduct a **Covered Party** is legally liable, collectively or individually, have a controlling interest.

   This Exclusion 11 does not apply to **Professional Legal Services** or **Special Capacity Services** an attorney provides to another attorney’s **Family Member** or **Family Business**.

12. **Benefit Plan Fiduciary Exclusion.** This Plan does not apply to any **Claim** arising out of any **Covered Party**, or anyone for whose conduct a **Covered Party** is legally liable, having acted as a fiduciary under any employee retirement, deferred benefit, or other similar plan.

13. **Notary Exclusion.** This Plan does not apply to any **Claim** arising out of any witnessing of a signature or any acknowledgment, verification upon oath or affirmation, or other notarial act without the physical appearance before such witness or notary public.

14. **Loss of Funds or Property/Certain Disbursements.** This Plan does not apply to any **Claim** against any **Covered Party**, or against anyone for whose conduct a **Covered Party** is legally liable, relating to or arising from:

   - conversion of any funds or property; misappropriation of any funds or property; improper commingling; negligent supervision of client funds or trust account property, including loss or reduction in the value of such funds or property; or the disbursement of funds, checks or other similar instruments deposited to a trust, escrow, or other similar account in which the deposit was not irrevocably credited to such account.

15. **General Tortious Conduct.** This Plan does not apply to any **Claim** for:

   a. Bodily injury, sickness, disease, mental anguish, emotional distress, or death of any person, except to the limited extent any such harm or injury is directly caused by an error, omission, negligent act, or breach of duty in providing or failing to provide **Professional Legal Services** or **Special Capacity Services**; or

   b. Injury to, loss of, loss of use of, or destruction of any real, personal, tangible, or intangible property of any kind, except to the limited extent the loss or destruction of any such property materially and adversely affects the provision of **Professional Legal Services** or **Special Capacity Services**.

   The following illustrative examples, not intended to be exhaustive, are provided for the purpose of assisting a **Covered Party** or court in interpreting the PLF’s intent as to the scope of Exclusion 15:

   **Example 1:** Client gives Attorney C important documents relevant to a legal matter being handled by Attorney C. Following the completion of the matter, the documents are lost or destroyed. Client makes a claim for loss of the documents, reconstruction costs, and consequential damages due to future inability to use the documents. There is no coverage for this claim because the loss of documents did not adversely affect the professional services, which had already been completed.
Example 2: Client gives Attorney B a defective ladder from which Client fell, to be used as critical evidence in his personal injury case. Attorney B loses the ladder and cannot use it as evidence, causing a defense verdict. A claim for the value of the lost personal injury case would not be excluded.

Example 3: A client makes a claim for bodily injury or emotional distress based on allegations that an attorney engaged in sexual contact with the client, the client suffered injury while riding in an attorney’s car, or that the client slipped on the floor in an attorney’s office. As an initial matter, none of these claims arise out of a Covered Activity. They are also excluded by Exclusion 15 a, and may also be subject to other exclusions.

Example 4: An attorney negligently fails to inform a client of a court date in a criminal matter. As a result, the client fails to appear and is arrested, jailed, and injured by another inmate. A claim against the attorney alleging damages arising from bodily injury and emotional distress is not excluded by Exclusion 15 a.

16. Harassment and Discrimination. This Plan does not apply to any Claim based on or arising out of harassment or discrimination by any Covered Party on the basis of race, creed, age, religion, sex, sexual orientation, sexual identity, disability, pregnancy, national origin, marital status, or any basis protected by law.

17. Patent Exclusion. This Plan does not apply to any Claim based upon or arising out of any Covered Party, or anyone for whose conduct a Covered Party is legally liable, having prosecuted a patent without being registered with the U.S. Patent and Trademark Office at the time any such services were provided.

18. Contractual Obligation Exclusion. This Plan does not apply to any Claim:
   a. Based on or arising out of any bond or any surety, guaranty, warranty, joint control, or similar agreement, or any assumed obligation to indemnify another, whether signed or otherwise agreed to by a Covered Party or by someone for whose conduct any Covered Party is legally liable, unless the Claim arises out of Special Capacity Services, and the Covered Party, or person for whose conduct a Covered Party is legally liable, signed the bond or agreement solely in a representative capacity arising from the Special Capacity Relationship;
   b. For liability based on an agreement or representation, if the Covered Party would not have been liable in the absence of the agreement or representation; or
   c. To the extent the Claim is based on an actual or alleged promise to obtain a certain outcome or result if the Covered Party would not have been liable in the absence of such a promise.

The following illustrative examples, not intended to be exhaustive, are provided to assist a Covered Party or court in interpreting the PLF’s intent as to the scope of Exclusion 18:

Example 1: Attorney A personally guarantees that a client will secure funding for a real estate development. Any claim against Attorney A arising from the guarantee is not covered.

Example 2: Attorney B enters into an agreement with a client that if there is any dispute arising from the representation, the prevailing party will be able to recover attorney fees. The client sues Attorney C for malpractice and prevails. The contractually based attorney fee award is not covered because it would not exist in the absence of the agreement.

Example 3: Attorney C promises a plaintiff that he will recover at least $200,000 in a lawsuit but does not achieve this result. To the extent the client bases any claim against Attorney D solely on a promise to obtain a particular outcome, rather than on negligence in failing to meet the applicable standard of care, there is no coverage for the breach of contract claim.

19. Bankruptcy Trustee Exclusion. This Plan does not apply to any Claim arising out of activity as a bankruptcy trustee.

20. Confidential or Private Information/Computer Systems. This Plan does not apply to any Claim arising from:
   a. Any loss of Personally Identifiable Non-Public Information or Third Party Corporate Information, or any access or potential access by third parties, disclosure to third parties, or publication of Personally Identifiable Non-Public Information or Third Party Corporate Information, whether or not such information was in electronic form or in paper form;
b. Any violation of a federal, state or foreign statute or regulation requiring the protection and/or security of information referenced in subsection (a), including but not limited to failure to report the loss of such information; or

c. Any loss of, loss of use of, damage to, corruption of, inability to access, inability to manipulate, compromise of, or breach of any electronically stored information or data; the receipt or transmission of malware or malicious code or other harm resulting from transmission by a computer system to the computer system of a third party; or actual or attempted extortion by anyone who has gained or claims to have gained access to or control of any electronic devices, electronic data systems, electronically stored data, or access to or control of any confidential or private information or data, whether or not it is stored electronically.

**Personally Identifiable Non-Public Information** means any personal information that is not public and that may not be disclosed without proper authorization and/or notice pursuant to any federal, state, or foreign law or regulation, if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual’s financial account or medical record information. This includes, but is not limited to, certain medical or health care information, driver’s license or state identification information, social security numbers, credit information, or financial account information.

**Third Party Corporate Information** means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report, or other item of information of a third party that is not available to the general public.

This Exclusion 20, however, does not apply to a **Claim** to the limited extent it arises solely out of immediate inability to provide **Professional Legal Services** or **Special Capacity Services** caused by the sudden and unexpected loss of documents or information necessary to such services provided: (i) such loss materially and adversely affected the ability to provide such services; and (ii) following the discovery of any such loss of documents or information, the **Covered Party**, at the **Covered Party’s** own expense, took any and all reasonable and necessary steps as were possible to restore, recover, replace, or obtain such documents or information before the time the services had to be provided.

If the PLF agrees to defend a **Suit** that includes a **Claim** falling within this exclusion, and/or a **Claim** falling within the exception set forth in the preceding paragraph, the PLF will not pay any costs such as those relating to privacy notification, credit monitoring, forensic investigation, computer reprogramming, computer security experts, computer services of any kind, call center support costs, public relations costs, or any similar costs.

21. **Escrow/Holding Exclusion.** This Plan does not apply to any **Claim** arising from a **Covered Party** entering into an express or implied agreement with two or more parties to a transaction that in order to facilitate the transaction, the **Covered Party** will hold documents, money, instruments, titles, or property of any kind until certain terms and conditions are satisfied, or a specified event occurs. This exclusion does not apply to a **Claim** based on: (a) a **Covered Party’s** distribution of settlement funds received from the **Covered Party’s** client, or from an opposing party, in order to close a settlement; or (b) a **Covered Party’s** distribution of funds pursuant to and consistent with a limited or general judgment in a domestic relations proceeding.

The following illustrative examples, not intended to be exhaustive, are provided for the purpose of assisting a **Covered Party** or court in interpreting the PLF’s intent as to the scope of Exclusion 21:

**Example 1:** Lawyer is hired to act as a neutral third party to hold money in a transaction between non-clients. The parties do not provide written instructions, but agree that the lawyer should determine when it is appropriate to release the money and deliver it to one of the parties. **Claims** arising from this engagement are excluded. Even if the parties agreed upon and provided the lawyer with written instructions regarding when the money should be delivered, the claims are excluded.

**Example 2:** Lawyer represents one party to a transaction with another party and pursuant to instructions from both parties, holds money or other property to disburse in accordance with those instructions. **Claims** arising from this engagement, including the wrongful disbursement or withholding of money or property, are excluded.

**Example 3:** Lawyer represents one party in a dispute and, upon settlement of the dispute, receives settlement proceeds from the adverse party’s lawyer with instructions not to distribute the funds until various contingencies
have occurred. Because of an innocent mistake, Lawyer incorrectly believes all contingencies are satisfied and distributes the settlement funds prematurely. Exclusion 21 does not apply to a claim based on this distribution. (But note that Exclusions 2 and 14 would apply to knowingly wrongful distributions or conversion of settlement funds.)

Example 4: Lawyer represents the trustee of a trust and is holding money to be distributed to the trust beneficiaries pending the payment of debts owed by the trust. After payment of the debts, and distribution to the beneficiaries, one of the beneficiaries claims the lawyer negligently paid a debt that was not owed. This Claim is not excluded by Exclusion 21 because the lawyer has not “entered into an express or implied agreement with two or more parties to a transaction” within the intended meaning of Exclusion 21.

SECTION VII – LIMIT OF COVERAGE, CLAIMS EXPENSE ALLOWANCE, AND SPECIAL LIMITS REGARDING RELATED CLAIMS

A. Limit of Coverage

The Limit of Coverage for the Coverage Period of this Plan is $300,000. This is a maximum aggregate limit applicable to any and all Claims or matters to which this Plan applies. The making of multiple claims or claims against more than one Covered Party will not increase the Limit of Coverage, which is reduced by the following payments arising from Claims or matters to which the Coverage Period of this Plan applies:

1. All Claims Expense paid by the PLF on behalf of any Covered Party under this Plan that is in excess of any applicable Claims Expense Allowance; and

2. The PLF’s payment, on behalf of any Covered Party under this Plan, of any and all amounts relating to settlements, judgments, or any other indemnity payments arising from any and all Claims, or matters that may have the potential to create or result in Claims, against any Covered Party under this Plan.

B. Claims Expense Allowance

In addition to the Limit of Coverage, this Plan also provides a separate Claims Expense Allowance, meaning an additional allowance in the maximum aggregate amount of $50,000, applicable to the investigation and/or defense of any and all Claims against all Covered Parties under this Plan, subject to Section VII C below. The Claims Expense Allowance may be applied only to Claims Expenses, and not to any settlements, judgments, or any other indemnity payments.

C. Special Rules and Limits for Related Claims

If Your Plan and one or more other Plans issued by the PLF to other attorneys apply to Claims that are Related, then regardless of the number of claims, claimants, clients, attorneys, or Law Entities involved, the PLF will not pay more than a maximum total of $300,000, plus a maximum of one $50,000 Claims Expense Allowance to defend and/or indemnify all parties covered under this or any other PLF Plan regarding all such Related Claims. This is subject only to the exception stated below regarding Claims Expense Allowances. In addition, the portion of this total maximum Related Claim limit available to You cannot exceed the amount of the available remaining limit of Your Plan in effect during the Coverage Period that applies to the Related Claim(s) against You.

The total maximum limit applicable to Related Claims is reduced as the PLF makes expenditures on Related Claims, whether on Your behalf, or on behalf of other attorneys or Law Entities against whom Related Claims are made. After the total applicable limit for Related Claims and any Claims Expense Allowance available to You has been exhausted, the PLF is not obligated to investigate, defend, pay, or settle any Related Claim against You.
Under the following circumstances, the PLF may grant more than one Claims Expense Allowance with respect to Related Claims: (1) the Related Claims allegedly arise from Covered Activities by two or more Law Entities; (2) the Law Entities were separate entities at the time of the alleged errors, omissions, negligent acts, or breaches of duty; and (3) a Covered Party requests, and, in the sole judgment of the PLF, should be entitled to separate defense counsel. Not more than one separate Claims Expense Allowance per Law Entity, or group of Law Entities practicing together as a single firm, will be granted. Any such separate allowance may be used only for the defense of Claims arising from the Covered Activities of the Law Entity or group of Entities to which the separate allowance applies. If the Claims Expense Allowance for the applicable Coverage Period has already been depleted or exhausted by other Claims or matters, the amount of the Claims Expense Allowance will be limited to whatever remains of the Claims Expense Allowance for that Coverage Period.

For the purpose of assisting a Covered Party or court in interpreting the PLF’s intent as to the meaning of Section VII C, illustrative examples, not intended to be exhaustive, are as follows:

**Example 1:** In 2009, Attorney A, with Firm 1, assists a client in setting up an LLC to obtain investors for real estate development projects, also advising the client as to applicable securities laws requirements. In 2011, Attorneys B and C, with Firm 2, assemble information the LLC provides to investors. In 2016, Investor W brings securities claims against Attorneys B and C. The Applicable Plan Year for the Related Claims against Attorneys B and C is 2016. The PLF incurs $50,000 in Claims Expense relating to Investor W’s Claims against Attorneys B and C and settles the Claims against them for a total of $250,000 - $125,000 for Attorney B and $125,000 for Attorney C.

In January of 2018, following the settlement of Investor W’s Claims against Attorneys B and C, Investor X brings a securities claim against Attorneys A, B, and C regarding investor X’s investment in the same LLC. The Claims by Investor X are Related to the previous Claims against Attorneys B and C. Because Attorneys B and C are Associated Attorneys, this Claim relates back to the 2016 Plans issued to Attorneys B, and C. Therefore, the applicable Plan Year for the claim by Investor X, as it relates to Attorneys B and C, is 2016. However, because Attorney A acted independently of Attorneys B and C, and is not an Associated Attorney, the applicable Plan Year for the Claim against Attorney A is 2018, the year Investor W first alleged a Claim against Attorney A.

There was another completely unrelated Claim against Attorney A in 2018, but the PLF successfully defended Attorney A, using his entire $50,000 Claims Expense Allowance for 2018. Although Attorney A has not used his $300,000 limit for 2018, because the PLF has already spent $250,000 settling Related Claims against Attorneys B and C, all the attorneys collectively, now have a total limit of $50,000 to respond to the Claim by Investor X. Because Attorney A has already used his Claims Expense Allowance for 2018, he does not have another Claims Expense Allowance available for Attorneys B and C because they are entitled to only one shared Claims Expense Allowance regarding the Related Claims, and this was already spent on the Related Claim by Investor W.

**Example 2:** Some facts as in Example 1, except that the previous unrelated 2018 Claim against Attorney A was not successfully defended. The PLF spent Attorney A’s $50,000 Claims Expense Allowance, plus $275,000 settling the unrelated 2018 Claim against Attorney A. Under this scenario, there is a total maximum limit of $25,000 for Attorney A to respond to the Claim by Investor X. Although the $50,000 left after settling the Claim by Investor W is available collectively to A, B, and C, no more than $25,000 of this amount can be used for Attorney A because that is all that is remaining of his 2018 limit. Assuming $25,000 is spent to settle the Investor X Claim against Attorney A, there is $25,000 remaining to defend or indemnify Attorneys B and C against Investor X.

**Example 3:** Some facts as in Example 1, except that $200,000 is spent settling Investor W’s claim against Attorneys B and C. Attorneys B and C have exhausted their 2016 Claims Expense Allowance applicable to this Related Claim. Attorney A has already spent $10,000 of his 2018 Claims Expense Allowance to defend an unrelated Claim, but he has not spent anything on indemnity in 2018. Attorney A has $40,000 of his 2018 Claims Expense Allowance to defend against the Investor X claim. Attorneys B and C have exhausted their applicable Claims Expense Allowance. Collectively, all three Attorneys have $100,000 for defense and/or indemnity relating to the claim by Investor W.
Example 4: Same facts as Example 1, except the PLF settles Investor W’s Claim against Attorneys B and C for $30,000, without incurring any Claims Expense for them. Attorney A has used all but $5,000 of his 2018 limit, as well as his Claims Expense Allowance, for an earlier unrelated Claim. Under this scenario, there is a maximum total limit of $270,000 to respond to the Claim by Investor X against all three attorneys, but only $5,000 of this amount is available to Attorney A because that is the limit remaining under his 2018 Plan. Attorney A has no Claims Expense Allowance remaining. Attorneys B and C, however, have a shared $50,000 Claims Expense Allowance for their defense against the claim by Investor X.

Example 5: Same facts as Example 1, except Attorney A already spent both his entire 2018 Claims Expense Allowance, plus his entire 2018 limit on an unrelated Claim. Attorney A has no coverage for the Claim by Investor X under the PLF Primary Coverage Plan.

Example 6: Attorney A performed Covered Activities for a client while Attorney A was at two different law firms. Client sues A and both firms. Both firms request separate counsel, each one contending most of the alleged errors took place while A was at the other firm. The defendants are collectively entitled to a maximum of one $300,000 Limit of Coverage and two Claims Expense Allowances. For purposes of this provision, Attorney A (or, if applicable, her professional corporation) is not a separate Law Entity from the firm at which she worked. Accordingly, two, not three, Claims Expense Allowances are potentially available.

Example 7: Attorney A is a sole practitioner, practicing as an LLC, but also working of counsel for a partnership of B and C. While working of counsel, A undertook a case that he concluded involved special issues requiring the expertise of Attorney D from another firm. D and C work together in representing the client and commit errors in handling the case. Two Claims Expense Allowances are potentially available. There are only two separate firms – the BC partnership and D’s firm.

SECTION VIII – DUTIES OF COVERED PARTIES

A. Notice of Claims, Suits, and Circumstances
1. The Covered Party must immediately notify the PLF of any Suit filed against the Covered Party and deliver to the PLF every demand, notice, summons, or other process received.

2. If the Covered Party receives notice of a Claim, or becomes aware of facts or circumstances that reasonably could be expected to be the basis of a Claim for which coverage may be provided under this Plan, the Covered Party must give written notice to the PLF as soon as practicable of: the specific act, error, or omission; any damages or other injury that has resulted or may result; and the circumstances by which the Covered Party first became aware of such act, error, or omission.

3. If the PLF opens a suspense or claim file involving a Claim or potential Claim that otherwise would require notice from the Covered Party under subsection 1 or 2 above, the Covered Party’s obligations under those subsections will be considered satisfied for that Claim or potential Claim.

B. Assistance and Cooperation in Defense
As a condition of coverage under this Plan, the Covered Party will, without charge to the PLF, cooperate with the PLF and will:

1. Provide to the PLF, within 30 days after written request, narrative statements or sworn statements providing full disclosure concerning any Claim or any aspect thereof;

2. Attend and testify when requested by the PLF;

3. Furnish to the PLF, within 30 days after written request, all files, records, papers, and documents that may relate to any Claim against the Covered Party;

4. Execute authorizations, documents, papers, loan receipts, releases, or waivers when requested by the PLF;
5. Submit to arbitration of any Claim when requested by the PLF;

6. Permit the PLF to cooperate and coordinate with any excess or umbrella insurance carrier as to the investigation, defense, and settlement of all Claims;

7. Not communicate with any person, other than the PLF or an insurer for the Covered Party, regarding any Claim that has been made against the Covered Party, after notice to the Covered Party of such Claim, without the PLF’s written consent; and

8. Assist, cooperate, and communicate with the PLF in any other way necessary to investigate, defend, repair, settle, or otherwise resolve any Claim against the Covered Party.

C. No Voluntary Payments, Admissions, or Representations

No Covered Party can bind or prejudice the PLF with voluntary payments or admissions or representations. If a Covered Party, without the advance written consent of the PLF, voluntarily makes any payment, assumes any obligation or incurs any expense with respect to a Claim, makes any representation to a claimant that the claimant will be indemnified, or makes any representation as to the value or potential value of the Claim, any payment, obligation, expense, obligation to pay, or obligation to pay the represented amount will be the sole obligation of the Covered Parties, to be paid or satisfied at the sole cost and expense of the Covered Parties.

D. Protection of Subrogation Rights

To the extent the PLF makes any payment under this Plan, it will be subrogated to any Covered Party’s rights against third parties to recover all or part of these sums. No Covered Party will take any action to destroy, prejudice, or waive any right of subrogation the PLF may have, and will, if requested, assist the PLF in bringing any subrogation action or similar claim. The PLF’s subrogation or similar rights will not be asserted against any Non Attorney employee of a Covered Party who was acting in the course and scope of employment, except for claims arising from intentional, dishonest, fraudulent, or malicious conduct of such person.

E. Assistance and Cooperation in Coverage Issues

1. Any party claiming coverage under this Plan has a duty and obligation to timely provide, upon the request of the PLF, accurate, complete, and truthful information relevant to any claimed right to coverage under this Plan.

2. In the event the PLF proposes, in writing, a settlement to be funded by the PLF but subject to the Covered Party’s being obligated to reimburse the PLF if it is later determined that the Plan did not cover all or part of the Claim settled, the Covered Party must advise the PLF in writing that the Covered Party either agrees or objects to the PLF’s proposal. The written response must be made by the Covered Party as soon as practicable and, in any event, must be received by the PLF no later than one business day (and at least 24 hours) before the expiration of any time-limited demand for settlement. A failure to respond, or a response that fails to unequivocally object to the PLF’s written proposal, constitutes an agreement to the PLF’s proposal. The Covered Party’s objection to the settlement waives any right to assert that the PLF should have settled the Claim.

SECTION IX – ACTIONS BETWEEN THE PLF AND COVERED PARTIES OR OTHERS

1. No legal action in connection with this Plan may be brought against the PLF unless all Covered Parties have fully complied with all the terms and conditions of the Plan.

2. Absent the PLF’s express written consent, the PLF will not be obligated to make any indemnity payments until after the Covered Party has been held liable in a Suit on the merits, and all applicable coverage issues have been determined by Declaratory Judgment.
3. The bankruptcy or insolvency of a **Covered Party** does not relieve the PLF of its obligations under this Plan, nor deprive the PLF of any of its rights under this Plan.

4. In the event of exceptional circumstances in which the PLF, at the PLF’s option, has paid a portion or all of the **Limit of Coverage** toward settlement of a **Claim** before all applicable coverage issues have been finally determined, then resolution of the coverage dispute as set forth in this Section will occur as soon as reasonably practicable following the PLF’s payment. In the event it is determined that this Plan is not applicable to the **Claim**, or only partially applicable, then judgment will be entered in Multnomah County Circuit Court in the PLF’s favor and against the **Covered Party** (and all others on whose behalf the PLF’s payment was made) in the amount of any payment the PLF made on an uncovered portion of the **Claim**, plus interest at the rate applicable to judgments from the date of the PLF’s payment. Nothing in this Section creates an obligation by the PLF to pay a portion or all of the PLF’s **Limit of Coverage** before all applicable coverage issues have been fully determined.

5. This Plan is governed by the laws of Oregon, regardless of any conflict-of-law principle that would otherwise result in the laws of any other jurisdiction governing this Plan. Any disputes as to the applicability, interpretation, or enforceability of this Plan, or any other issue pertaining to or arising out of any duties or provision of benefits under this Plan, between any **Covered Party** (or anyone claiming through a **Covered Party** or based on any actual or alleged right of direct action) and the PLF, whether any claim against the PLF is based in tort or in contract, is subject to Oregon law and will be tried in the Multnomah County Circuit Court of the State of Oregon, which will have exclusive jurisdiction and venue of such disputes at the trial level.

6. No person or entity may recover consequential damages for the PLF’s breach of any provision in this Plan. Any damages recoverable for any such breach are strictly limited to those amounts a court rules would have been payable by the PLF, under the provisions of this Plan, if there had been no such breach.

7. The PLF has a right of subrogation and may bring a legal action to recover from a **Covered Party** under this Plan for damages it has paid regarding a **Claim** against another attorney or entity covered under this or another PLF Plan, subject to the following conditions:

   a. If not for the PLF’s right of subrogation, the **Covered Party** against whom recovery is sought could be responsible for contribution, indemnity, or otherwise to the person or entity on whose behalf the PLF’s payment was made; and

   b. The PLF’s right of subrogation can be alleged based on a theory or theories for which there would not be coverage under this Plan for the **Covered Party** against whom recovery is sought.

In the circumstances outlined in this subsection 7, the PLF reserves the right to sue the **Covered Party**, either in the PLF’s name or in the name of the person or entity on whose behalf the PLF has paid, to recover such amounts as the PLF determines appropriate, up to the full amount the PLF has paid under one or more other Plans issued by the PLF. However, this subsection will not entitle the PLF to sue the **Covered Party** if the PLF’s alleged rights against the **Covered Party** are premised on a theory of recovery that would entitle the **Covered Party** to indemnity under this Plan if the PLF’s action were successful.

The following examples, not intended to be exhaustive, illustrate the effect of Section IX 5:

**Example 1:** Attorney A engages in intentionally wrongful conduct in representing Client X. Attorney A’s partner, Attorney B, does not know of or acquiesce in Attorney A’s wrongful conduct. Client X sues both Attorneys A and B. Attorney A has no coverage for the **Claim** under his Plan, but Attorney B has coverage for her liability under her Plan. If the PLF pays the **Claim** under Attorney B’s Plan, it has a right to sue Attorney A for the damages it paid.

**Example 2:** Same facts as the prior example, except that the PLF lends funds to Attorney B under terms that obligate Attorney B to repay the loan to the extent she recovers damages from Attorney A in an action for indemnity. The PLF has the right, pursuant to such an arrangement with Attorney B, to participate in her action against Attorney A.
SECTION X – SUPPLEMENTAL ASSESSMENTS

This Coverage Plan is assessable. Each Plan Year is accounted for and assessable using reasonable accounting standards and methods of assessment. If the PLF determines that a supplemental assessment is necessary to pay for Claims, Claims Expense, or other expenses arising from or incurred during either this Plan Year or a previous Plan Year, You agree to pay Your supplemental assessment to the PLF within 30 days of request. The PLF is authorized to make additional assessments against You for this Plan Year until all the PLF’s liability for this Plan Year is terminated, whether or not You are a Covered Party under a Plan issued by the PLF at the time the assessment is imposed.

SECTION XI – RELATION OF PLF COVERAGE TO INSURANCE COVERAGE OR OTHER COVERAGE

If a Covered Party has valid and collectible insurance coverage or other source of indemnification that also applies to any loss or Claim covered by this Plan, the PLF will not be liable under the Plan until the limits of the Covered Party’s insurance or other source of indemnification, including any applicable deductible, have been exhausted, unless such insurance or other source of indemnification is written only as specific excess coverage over the Claims Expense Allowance and Limit of Coverage of this Plan.

SECTION XII – WAIVER AND ESTOPPEL

Notice to or knowledge of the PLF’s representative, agent, employee, or any other person will not effect a waiver, constitute an estoppel, or be the basis of any change in any part of this Plan, nor will the terms of this Plan be waived or changed except by written endorsement issued and signed by the PLF’s authorized representative.

SECTION XIII – AUTOMATIC EXTENDED REPORTING COVERAGE

1. If You terminate Your PLF coverage during this Plan Year, or do not obtain PLF coverage as of the first day of the next year following the expiration of this Plan Year, as of Your last day of PLF coverage, and until the date specified in subsection 2, You will automatically have extended reporting coverage under this Plan for future Claims made against You, provided such Claims are not based on activities that occurred after Your last day of PLF coverage. Your extended reporting coverage does not provide You with a renewed Limit of Coverage or Claims Expense Allowance. The remaining Limit of Coverage and Claims Expense Allowance available under this Plan, after subtracting all amounts spent by the PLF regarding any Claims or matters to which this Plan applied or applies, as of the date any such future Claim is made, will be the maximum amount available for the defense and indemnity of any such Claim.

2. If You terminate Your PLF coverage during this Plan Year and return to PLF coverage later in the same year, the extended reporting coverage granted to You under subsection 1 will automatically terminate as of the date You return to PLF coverage, the coverage provided under this Plan will be reactivated, and You will not receive a new Limit of Coverage or Claims Expense Allowance on Your return to coverage.

SECTION XIV – ASSIGNMENT

Any interest of any Covered Party under this Plan is not assignable. Any such assignment or attempted assignment without the express written consent of the PLF, voids any coverage under the Plan.
1. **Associated Attorney** means any attorney who, at the time of the representation, advice, or activity at issue, or during any portion of such representation, advice, or activity: (1) was a member, partner, associate, of counsel, or contract attorney, in the same **Law Entity** with **You**; or (2) worked in association with **You**, or as co-counsel with **You**, regarding the representation, advice, or activity that is the subject of the **Claim(s)**. (p. 5)

2. **Claim** means a demand for **Damages**, or written notice to a **Covered Party** of an intent to hold a **Covered Party** liable as a result of a **Covered Activity**, if such notice might reasonably be expected to result in an assertion of a right to **Damages**. (Section I A, p.1)

3. **Claims Expense** has the meaning set forth in Section I B 3. (p. 2)

4. **Claims Expense Allowance** means the separate allowance for aggregate **Claims Expense** for all **Claims** as provided for in Section VII B. (p. 13)

5. **Coverage Period** means the coverage period shown in the Declarations under the heading, “Coverage Period.” (¶1, p. 1)

6. **Covered Activity** has the meaning set forth in Section III A. (p. 3)

7. **Covered Party** means any person or **Law Entity** qualifying as such under Section II. (p. 2)

8. **Damages** means monetary compensation a **Covered Party** must pay for harm or loss and does not include:
   a. Fines; penalties, statutorily enhanced damages, or enhanced prevailing fees;
   b. Punitive or exemplary damages;
   c. The return, forfeiture, disgorgement, restitution, reduction, or offset of any fees, costs, expenses or disbursements paid to, charged by, or owed to any **Covered Party** or to any **Law Entity** with which any **Covered Party** was associated at the time any such fees, costs, expenses or disbursements were paid, charged, or incurred, including but not limited to fees, costs, expenses or disbursements alleged to be excessive, not earned, unnecessary, ill-advised, or caused, in whole or in part, by any alleged negligent advice;
   d. Rescission, injunctions, accounting, restitution, equitable relief;
   e. Any personal profit or advantage to a **Covered Party**;
   f. Any award of attorney fees, costs, or interest arising from any claim referenced in (a) through (e) above, or from any excluded claim. (Section I A, p. 1)

9. **Family Business** has the meaning set forth in Exclusion 11. (p. 10)

10. **Family Member(s)** has the meaning set forth in Exclusion 11. (p. 10)

11. **Law Entity** means a professional corporation, partnership, limited liability partnership, limited liability company, or sole proprietorship that engages in the **Private Practice** of law in Oregon. (Section II B, p. 3)

12. **Legally Obligated** has the meaning set forth in Section I A. (p. 1)

13. **Limit of Coverage** has the meaning set forth under Section VII A. (p. 13)

14. **Non Attorney** employee includes employees who are not attorneys, as well as employees who have a law degree but are not engaged in the practice of law in Oregon or any other state. (Section III A, p. 3)

15. **Personally Identifiable Non-Public Information** has the meaning set forth in Exclusion 20. (p. 12)

16. **Plan Year** means the period of January 1 through December 31 of the calendar year for which this Plan was issued. (¶1, p. 1)

17. “PLF” means the Professional Liability Fund of the Oregon State Bar. (¶1, p.1)

18. **Private Practice** has the meaning set forth in Section II A. (p. 2)

19. **Principal Office** has the meaning set forth in Section II A. (p. 3)

20. **Professional Legal Services** has the meaning set forth under Section III B. (p. 4)

21. **Related Claims** has the meaning set forth in Section V. (p. 6)

22. **Special Capacity Relationship** has the meaning set forth in Section III C. (p. 4)

23. **Special Capacity Services** has the meaning set forth in Section III C. (p. 4)

24. **Suit** means a civil lawsuit. **Suit** also includes an arbitration or alternative dispute resolution proceeding only if the PLF expressly consents to it. (Section I B, p. 1)

25. **Third Party Corporate Information** has the meaning set forth in exclusion 20. (p. 12)

26. **You** and **Your** refer to the Named Party shown in the Declarations. (¶1, p. 1)
2019 PLF Claims Made Excess Plan
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTION</td>
<td>1</td>
</tr>
<tr>
<td>SECTION I – COVERAGE AGREEMENT</td>
<td>1</td>
</tr>
<tr>
<td>A. Indemnity</td>
<td>1</td>
</tr>
<tr>
<td>B. Defense</td>
<td>1</td>
</tr>
<tr>
<td>C. Exhaustion of Limit</td>
<td>2</td>
</tr>
<tr>
<td>D. Coverage Territory</td>
<td>2</td>
</tr>
<tr>
<td>E. Basic Terms of Coverage</td>
<td>2</td>
</tr>
<tr>
<td>SECTION II – WHO IS A COVERED PARTY UNDER THIS EXCESS PLAN?</td>
<td>3</td>
</tr>
<tr>
<td>A. The Firm</td>
<td>3</td>
</tr>
<tr>
<td>B. Individual Covered Parties</td>
<td>3</td>
</tr>
<tr>
<td>SECTION III – WHAT IS A COVERED ACTIVITY?</td>
<td>4</td>
</tr>
<tr>
<td>SECTION IV – WHEN IS A CLAIM FIRST MADE?</td>
<td>4</td>
</tr>
<tr>
<td>A. Date of Claim</td>
<td>4</td>
</tr>
<tr>
<td>B. Excess-Related Claims</td>
<td>4</td>
</tr>
<tr>
<td>SECTION V – EXCESS-RELATED CLAIMS</td>
<td>5</td>
</tr>
<tr>
<td>A. Definition of Excess-Related Claims</td>
<td>5</td>
</tr>
<tr>
<td>B. What Happens When Claims Are Excess-Related?</td>
<td>5</td>
</tr>
<tr>
<td>SECTION VI – APPLICABLE EXCLUSIONS IN PLF PRIMARY PLAN</td>
<td>6</td>
</tr>
<tr>
<td>SECTION VII – EXCESS PLAN ADDITIONAL EXCLUSIONS</td>
<td>6</td>
</tr>
<tr>
<td>1. Business Interests</td>
<td>6</td>
</tr>
<tr>
<td>2. Excluded Attorney Exclusion</td>
<td>6</td>
</tr>
<tr>
<td>3. Excluded Firm Exclusion</td>
<td>6</td>
</tr>
<tr>
<td>4. Office Sharing Exclusion</td>
<td>6</td>
</tr>
<tr>
<td>SECTION VIII – EXCESS LIMIT OF COVERAGE AND DEDUCTIBLE</td>
<td>7</td>
</tr>
<tr>
<td>A. Excess Limit of Coverage</td>
<td>7</td>
</tr>
<tr>
<td>B. Deductible</td>
<td>7</td>
</tr>
<tr>
<td>SECTION IX – DUTIES OF COVERED PARTIES</td>
<td>7</td>
</tr>
<tr>
<td>A. Timely Notice of Claims, Suits, or Circumstances</td>
<td>7</td>
</tr>
<tr>
<td>B. Other Duties of Cooperation</td>
<td>8</td>
</tr>
<tr>
<td>C. Duty of Full Disclosure in Application</td>
<td>8</td>
</tr>
<tr>
<td>D. Duty to Notify the PLF of Certain Changes in Risk</td>
<td>8</td>
</tr>
<tr>
<td>SECTION X – ACTIONS BETWEEN THE PLF AND COVERED PARTIES OR OTHERS</td>
<td>8</td>
</tr>
<tr>
<td>SECTION XI – CANCELLATION AND TERMINATION</td>
<td>8</td>
</tr>
<tr>
<td>A. Cancellation by the Firm or the PLF</td>
<td>8</td>
</tr>
<tr>
<td>B. Termination</td>
<td>9</td>
</tr>
<tr>
<td>SECTION XII – SUPPLEMENTAL ASSESSMENTS</td>
<td>9</td>
</tr>
<tr>
<td>SECTION XIII – RELATION OF THE PLF’S COVERAGE TO INSURANCE COVERAGE OR OTHER COVERAGE</td>
<td>9</td>
</tr>
<tr>
<td>SECTION XIV – WAIVER AND ESTOPPEL</td>
<td>10</td>
</tr>
<tr>
<td>SECTION XV – EXTENDED REPORTING COVERAGE</td>
<td>10</td>
</tr>
<tr>
<td>SECTION XVI – ASSIGNMENT</td>
<td>10</td>
</tr>
</tbody>
</table>
This Professional Liability Fund ("PLF") Excess Plan is excess coverage over the PLF Primary Plan and is also assessable. Although the coverage provided under both the Primary and Excess Plans is similar, not all terms, conditions, definitions, and exclusions are the same. Coverage under this Plan is more restrictive and differs in some respects. You should read both the Primary and Excess Plans, in their entirety, to understand your coverage.

When terms appear in bold, with the first letter capitalized, they have the defined meanings set forth, or referenced, in this Plan. Certain definitions and provisions of the PLF Primary Plan are incorporated in this Plan, by reference. A List and Index of Defined Terms is attached as Appendix A. For the purposes of illustrating the PLF's intent as to certain provisions in this Plan, Appendix B contains related examples.

Plan Year means the period of January 1 through December 31 of the calendar year for which this Excess Plan was issued. Coverage Period means the coverage period shown in the Declarations under the heading "Coverage Period."

Subject to the terms, conditions, definitions, exclusions and limitations set forth in this Excess Plan and the applicable Excess Limit of Coverage, as set forth in the Declarations, and defined in Section VII, this Plan provides the following coverage:

SECTION I – COVERAGE AGREEMENT

A. Indemnity

The PLF will pay all sums in excess of the Applicable Underlying Limit and/or applicable Deductible that a Covered Party under this Plan, becomes Legally Obligated to pay because of Claims First Made against a Covered Party during the Coverage Period, arising from a Covered Activity, to which this Plan applies.

Applicable Underlying Limit means the aggregate total of: (1) the amount of coverage afforded by the PLF Plans issued to all persons qualifying as Covered Parties under the terms of this Plan; plus (2) the amount of any other coverage available to any Covered Party with respect to the Claim for which coverage is sought.

Claim, Damages, and Legally Obligated have the meanings set forth in the PLF Primary Plan in effect during this Plan Year.

B. Defense

1. After the Applicable Underlying Limit has been exhausted and the applicable Deductible has been satisfied, the PLF will defend any Suit against a Covered Party seeking Damages to which this Plan applies until the Excess Limit of Coverage is exhausted. The PLF is not bound by any Covered Party’s agreement to resolve a dispute through arbitration or any other alternative dispute proceeding, and has no duty to defend or indemnify regarding any dispute handled or resolved in this manner without its consent.

2. The PLF has the sole right to select and appoint defense counsel, to control the defense and investigation of a Claim, and, in its discretion, to settle any Claim to which this Plan applies. The PLF has no duty to contribute to the settlement of a Claim based only on projected defense costs or potential liability arising from uncovered claims. Subject to its sole discretion, the PLF may also elect to take steps, or make expenditures, to investigate, prevent, mitigate, review, or repair any Claim or matter that may create the potential for a Claim.
3. The PLF will pay all Claims Expense it incurs, and all such payments will reduce the Excess Limit of Coverage.

4. Notwithstanding Exclusions 2 and 4 of the PLF Primary Plan, incorporated in this Plan by reference, the PLF will defend Claims for which coverage is excluded under Exclusion 4, and Claims for malicious prosecution, abuse of process, and wrongful initiation of civil proceedings, provided such Claims arise out of Your Covered Activities and are not otherwise excluded by other applicable exclusions in this Plan. The PLF, however, will not have any duty to indemnify regarding any matter it defends pursuant to this provision.

Suit and Claims Expense have the meanings set forth in the PLF Primary Plan in effect during this Plan Year.

5. The PLF does not have a duty to defend any Claim, or the portion of any Claim, that is not a Claim for Damages, as defined in Section IA. In the event the PLF voluntarily agrees to defend any Claim, or any portion of a Claim, that does not seek Damages, it will be subject to the Covered Party’s agreement that the Covered Party will cooperate with the PLF’s attempt to settle or dismiss any alleged Claim for Damages that may also be alleged. Following any such dismissal or settlement the PLF will have the right to withdraw from the defense of any remaining claim.

C. Exhaustion of Limit
The PLF is not obligated to investigate, defend, pay, or settle any Claim after the applicable Excess Limit of Coverage has been exhausted.

D. Coverage Territory
This Plan applies only to Suits brought in the United States, its territories, or possessions, within the jurisdiction of any Indian tribe in the United States, or to any Suit brought in Canada. It does not apply to Suits in any other jurisdiction, or to any Suit to enforce a Judgment rendered in any other such jurisdiction.

E. Basic Terms of Coverage
This Plan applies to Claims for Damages against a Covered Party arising from a Covered Activity, subject to all definitions, terms, restrictions, limitations, and exclusions applicable to this Plan, and the Excess Limit of Coverage, provided all the following terms and conditions of coverage are satisfied:

1. The Claim must be First Made, as determined by the rules set forth in Section IV, during the Coverage Period;

2. The Covered Activity on which the Claim is based must have been rendered on behalf of the Firm;

3. The Covered Activity on which the Claim is based must have occurred after the Retroactive Date listed in the Declarations, or listed in any endorsement to the Declarations;

4. The Covered Activity on which the Claim is based must have occurred:
   a. During the Coverage Period; or
   b. Before the Coverage Period, but only provided each of the following conditions are met:
      (i) the Firm circulated its Application for Coverage among all attorneys listed in Section 10 of the Declarations as “Firm Attorneys,” and those listed in Section 14 of the Declarations as current “Non Oregon Attorneys”;
      (ii) before the effective date of this Plan, no Covered Party had a basis to believe that the error, omission, negligent act, or breach of duty was a breach of the standard of care, or may result in a Claim; and
(iii) there are no prior policy, policies, or agreements to indemnify that provide coverage for such liability or "Claim," regardless of whether the available limits of any such policy, policies, or agreements to indemnify are subject to different limits, or otherwise differ from this Plan, and regardless of whether the limits of any such policy, policies, or agreements to indemnify are sufficient to pay any liability or "Claim."

Subsection 4 b (ii) will not apply as to any Covered Party who, before the effective date of this Excess Plan, did not have a basis to believe the error, omission, negligent act, or breach of duty was a breach of the standard of care or may result in a "Claim."

For the purposes of demonstrating the PLF’s intent as to how this subsection 4 applies, illustrative examples are set forth in Appendix B of this Plan.

5. There must have been full and timely payment of all assessments relating to this Plan; and

6. There must have been compliance with the Duties of Covered Parties, as set forth in Section IX.

SECTION II – WHO IS A COVERED PARTY UNDER THIS EXCESS PLAN?

Only the following are Covered Parties:

A. The Firm

The Firm is a Covered Party under this Excess Plan but only with respect to liability arising out of the conduct of: an attorney(s) who is not an Excluded Attorney and qualifies as a Covered Party under Section II B; or a Non Attorney employee, subject to the terms and conditions of Section III.

Firm means any Law Entity designated in Section 1 or 11 of the Declarations.

Excluded Attorney means an attorney who is designated as such in the Declarations.

Law Entity and Non Attorney have the meanings set forth in the PLF Primary Plan in effect during this Plan Year.

B. Individual Covered Parties

Only the following individuals, not otherwise listed in the Declarations as Excluded Attorneys, are Covered Parties under this Excess Plan as to any Claim to which this Plan applies, and only with respect to Claims arising from Covered Activities rendered on behalf of the Firm, as attorneys in Private Practice:

1. Attorneys who are specifically designated in the Declarations as “Firm Attorney,” “Former Attorney,” or “Non Oregon Attorney.”

2. A former partner, shareholder, member, or attorney employee of the Firm who ceased to be affiliated with the Firm more than five (5) years prior to the beginning of the Coverage Period, but only with respect to Claims arising out of a Covered Activity that took place while a PLF Primary Plan issued to that attorney was in effect.

3. An attorney who becomes affiliated with the Firm after the beginning of the Coverage Period and who has been issued a PLF Primary Plan is automatically a Covered Party – unless the attorney becomes affiliated with the Firm as a result of one of the changes required to be reported to the PLF and newly underwritten pursuant to Section IX D. In that event, the attorney is not covered under the Plan until and unless coverage for the affiliated attorney is underwritten and specifically accepted by the PLF. (See, Section IX D.)
4. In the event of the death, adjudicated incapacity, or bankruptcy of a Covered Party, the conservator, guardian, trustee in bankruptcy, or legal or personal representative of the Covered Party, when acting in such capacity, is a Covered Party.

Private Practice has the meaning set forth in the PLF Primary Plan in effect during this Plan Year.

SECTION III – WHAT IS A COVERED ACTIVITY?

For the purposes of this Excess Plan, a Covered Activity is an error, omission, negligent act, or breach of duty: by a Covered Party in the course of providing or failing to provide Professional Legal Services or Special Capacity Services; or by a Non Attorney employee, for whose conduct a Covered Party is legally liable, who assists in providing such services, provided:

1. The error, omission, negligent act, or breach of duty, by the Covered Party, on which the Claim is based, occurred after any applicable Retroactive Date, before such Covered Party’s applicable Separation Date, specified in the Declarations, and satisfies the conditions of Section I E 4;

2. The error, omission, negligent act, or breach of duty by the Covered Party, on which the Claim is based, constituted rendering Professional Legal Services or Special Capacity Services on behalf of the Firm, as an attorney in Private Practice; and

3. Any error, omission, negligent act, or breach of duty by a Non Attorney employee must be directly related to a Covered Party’s rendering of Professional Legal Services or Special Capacity Services, on behalf of the Firm, that meets the conditions of subsections 1 and 2 above.

1. Professional Legal Services and Special Capacity Services have the meanings set forth in the PLF Primary Plan in effect during this Plan Year.

SECTION IV – WHEN IS A CLAIM FIRST MADE?

A. Date of Claim

For the purposes of this Excess Plan, subject to the exception set forth in Section IV B, regarding Excess-Related Claims, a Claim is First Made on the earliest of the following dates:

1. The date a lawsuit is first filed, or an arbitration or alternative dispute resolution proceeding is first initiated against a Covered Party;

2. The date the PLF first becomes aware of a matter involving facts or circumstances that could reasonably result in a Claim against a Covered Party;

3. The date any Covered Party receives notice of a Claim;

4. The date the PLF receives notice of a Claim against a Covered Party; or

5. The date a Covered Party under this Plan first becomes aware that a claimant intends to make a Claim, but the claimant is delaying assertion of the Claim, or the Covered Party is delaying notice of such intent to make a Claim, for the purpose of obtaining coverage under a later Plan.

B. Excess-Related Claims

When a Claim is Excess-Related to an earlier Claim or Claims against any Covered Party or Parties under this Excess Plan, the Claim is First Made on the date the earliest such Excess-Related Claim was First Made.
SECTION V – EXCESS-RELATED CLAIMS

A. Definition of Excess-Related Claims

For the purposes of this Excess Plan, two or more Claims are Excess-Related when the Claims are based on or arise out of facts, practices, circumstances, situations, transactions, occurrences, Covered Activities, damages, liabilities, or the relationships of the people or entities involved (including clients, claimants, attorneys, and/or other advisors) that are logically or causally connected or linked or share a common bond or nexus; and such Claims have been asserted, or are asserted, against Covered Parties under this Excess Plan.

General examples of Excess-Related Claims include, but are not limited to, the following:

1. Claims such as those based on vicarious liability, failure to supervise, or negligent referral;
2. Multiple Claims arising out of the same transaction, or occurrence, or series of transactions or occurrences;
3. Claims in which the claimants tie together different acts as part of an alleged overall scheme or operation;
4. Claims that arise from a method, pattern, or practice used or adopted by one or more Covered Party or Law Entities representing multiple clients in similar matters;
5. Claims in which successive or collective errors each cause or contribute to single or multiple clients’ and/or claimants’ harm, or cumulatively enhance their damages or losses; or
6. Claims alleged as part of a class action or purported class action.

Related Claims, as defined in the PLF Primary Plan, against other attorneys or firms not Covered Parties under this Plan do not necessarily cause a Claim to which this Excess Plan applies to relate back to the same excess Plan Year applicable to Related Claims under the PLF Primary Plan. Prior knowledge of a Claim before the inception date of this Plan, however, may cause a Claim not to be covered under this Plan under the terms of Section I E 4.

For the purpose of demonstrating the PLF’s intent as to what constitutes an Excess-Related Claim, illustrative examples are set forth in Appendix B of this Plan.

B. What Happens When Claims Are Excess-Related?

When Claims are Excess-Related, they are all considered as having been First Made on the date the earliest such Claim is First Made. This causes all such Claims to share the same maximum Excess Limit of Coverage that was in effect when the earliest such Claim was First Made.

SECTION VI – APPLICABLE EXCLUSIONS IN PLF PRIMARY PLAN

All Exclusions in the PLF Primary Plan, in effect during this Plan Year, except Exclusion 6 (Business Interests) apply equally to the coverage under this Excess Plan. These exclusions are incorporated by reference and have the same force and effect as if fully set forth in this Plan.
SECTION VII – EXCESS PLAN
ADDITIONAL EXCLUSIONS

1. **Business Interests.** This Plan does not apply to any **Claim** by a business enterprise:
   a. In which any **Covered Party** has an **Ownership Interest**; or in which any **Covered Party** is a general partner, managing member, or employee; or in which any **Covered Party** controls, operates or manages, either individually or a fiduciary capacity, any property that is owned, managed or maintained by the business enterprise; or
   b. At the time of the alleged acts, errors or omissions on which the **Claim** is based: any **Covered Party** had an **Ownership Interest** in the business enterprise; any **Covered Party** was a general partner, managing member, or employee of the business enterprise; or any **Covered Party** controlled, operated, or managed, either individually or a fiduciary capacity, any property that was owned, managed, or maintained by the business enterprise.

   **Ownership Interest** means that any **Covered Party**, those controlled by any **Covered Party**, the spouse, parent, stepparent, child, stepchild, sibling or any member of any **Covered Party**s household, or those with whom any **Covered Party** is regularly engaged in the practice of law collectively owns more than 10% of the business enterprise or owned more than 10% of the business enterprise at the time of the alleged acts, errors or omissions on which the **Claim** is based.

2. **Excluded Attorney Exclusion.** This Plan does not apply to any **Claim** against any **Covered Party**:
   a. Arising from or relating to any act, error, or omission of any **Excluded Attorney** in any capacity or context, whether or not the **Covered Party** personally participated in any such act, error, or omission or is vicariously liable; or
   b. Alleging liability for the failure of a **Covered Party** or any other person or entity to supervise, control, discover, prevent, or mitigate any activities of or harm caused by any **Excluded Attorney**.

3. **Excluded Firm Exclusion.** This Plan does not apply to any **Claim** made against a **Covered Party**:
   a. That arises from or is related to any act, error, or omission of: (i) an **Excluded Firm**, or (ii) a past or present partner, shareholder, associate, attorney, or employee (including any **Covered Party**) of an **Excluded Firm** while employed by, a partner or shareholder of, or in any way associated with an **Excluded Firm**, in any capacity or context, and whether or not the **Covered Party** personally participated in any such act, error, or omission or is vicariously liable therefore; or
   b. Alleging liability for the failure of a **Covered Party** or any other person or entity to supervise, control, discover, prevent, or mitigate any activities of, or harm caused by, any **Excluded Firm** or any person described in subsection (a)(ii) above.

   **Excluded Firm** means a firm designated as such in the Declarations.

4. **Office Sharing Exclusion.** This Plan does not apply to any **Claim** alleging the vicarious liability of any **Covered Party** under the doctrine of apparent partnership, partnership by estoppel, or any similar theory, for the acts, errors, or omissions of any attorney, professional corporation, or other entity not listed in the Declarations with whom the **Firm** or attorney **Covered Parties** shared office space or office facilities at the time of any of the alleged acts, errors, or omissions.
SECTION VIII – EXCESS LIMIT OF COVERAGE AND DEDUCTIBLE

A. Excess Limit of Coverage
1. Regardless of the number of Covered Parties under this Excess Plan, the number of persons or organizations who sustain damage, or the number of Claims made, the PLF’s maximum aggregate Excess Limit of Coverage for indemnity and Claims Expense under this Plan will be limited to the amount shown as the Excess Limit of Coverage in the Declarations, less the Deductible listed in the Declarations, if applicable. The making of Claims against more than one Covered Party does not increase the PLF’s Excess Limit of Coverage.

2. All Excess-Related Claims are considered First Made during the Plan Year when the first such Excess-Related Claim was First Made. The single Excess Limit of Coverage in effect when the first such Excess-Related Claim was First Made will apply to all such Claims.

B. Deductible
1. The Deductible for Covered Parties under this Excess Plan who are not also covered under the PLF Primary Plan is either the maximum limit of liability for indemnity and Claims Expense under any insurance policy covering the Claim or, if there is no such policy or the insurer is either insolvent, bankrupt, or in liquidation, the amount listed in Section 5 of the Declarations.

2. The Firm is obligated to pay any Deductible not covered by insurance. The PLF’s obligation to pay any indemnity or Claims Expense as a result of a Claim for which a Deductible applies is only in excess of the applicable amount of the Deductible. The Deductible applies separately to each Claim, except for Excess-Related Claims. The Deductible amount must be paid by the Firm as Claims Expenses are incurred or a payment of indemnity is made. At the PLF’s option, it may pay such Claims Expenses or indemnity, and the Firm will be obligated to reimburse the PLF for the Deductible within ten (10) days after written demand from the PLF.

SECTION IX – DUTIES OF COVERED PARTIES

A. Timely Notice of Claims, Suits, or Circumstances
1. The Firm must, as a condition precedent to the right of protection afforded any Covered Party by this coverage, give the PLF, at the address shown in the Declarations, written notice of any Claim that is reasonably likely to involve any coverage under this Excess Plan.

2. In the event a Suit is brought against any Covered Party that is reasonably likely to involve any coverage under this Excess Plan, the Firm must immediately notify and deliver to the PLF, at the address shown in the Declarations, every demand, notice, summons, or other process received by the Covered Party or the Covered Party’s representatives.

3. If during the Coverage Period, any Covered Party becomes aware of facts or circumstances that reasonably could be expected to be the basis of a Claim for which coverage may be provided under this Excess Plan, the Firm must give written notice to the PLF as soon as practicable during the Coverage Period of: the specific act, error, or omission; the injury or damage that has resulted or may result; and the circumstances by which the Covered Party first became aware of such act, error, or omission.

4. If the PLF opens a suspense or claim file involving a Claim or potential Claim that otherwise would require notice from the Covered Party under subsections 1 through 3 above, the Covered Party’s obligations under those subsections will be considered satisfied for that Claim or potential Claim.
B. Other Duties of Cooperation

As a condition of coverage under this Excess Plan, every Covered Party must satisfy the duties of cooperation as set forth in Section VIII B through E of the PLF Primary Plan. These conditions are incorporated in this Plan by reference, and have the same force and effect as if fully set forth in this Plan.

C. Duty of Full Disclosure in Application

A copy of the Application the Firm submitted to the PLF in seeking coverage under this Excess Plan is attached to and shall be deemed a part of this Excess Plan. All statements and descriptions in the Application are deemed to be representations to the PLF upon which it has relied in agreeing to provide the Firm with coverage under this Excess Plan. Any misrepresentations, omissions, concealments of fact, or incorrect statements in the Application will negate coverage and prevent recovery under this Excess Plan if the misrepresentations, omissions, concealments of fact, or incorrect statements:

1. are contained in the Application;
2. are material and have been relied upon by the PLF; and
3. are either: (a) fraudulent; or (b) material either to the acceptance of the risk or to the hazard assumed by the PLF.

Without limiting the foregoing, any misrepresentation, omission, concealment of fact, or incorrect statement that causes the PLF to charge a lower premium than would otherwise have been charged is material to the acceptance of the risk or to the hazard assumed by the PLF.

D. Duty to Notify the PLF of Certain Changes in Risk

The Firm must notify the PLF if, after the start of the Coverage Period, any of the following events or circumstances occur: (1) the number of Firm Attorneys increases by more than 100 percent; (2) there is a firm merger or split; (3) an attorney joins or leaves a branch office of the Firm outside Oregon; (4) a new branch office is established outside Oregon; (5) the Firm or a current attorney with the Firm enters into an “of counsel” relationship with another firm or with an attorney who was not listed as a current attorney at the start of the Coverage Period; or (6) the Firm hires an attorney who is not eligible to participate in the PLF’s Primary Coverage Plan.

Upon the occurrence of any of the foregoing events or circumstances, the Firm’s coverage will again be subject to underwriting, and a prorated adjustment may be made to the Firm’s excess assessment.

SECTION X – ACTIONS BETWEEN THE PLF AND COVERED PARTIES OR OTHERS

The provisions of Section IX of the PLF Primary Plan, applicable to this Plan Year, are incorporated into this Plan by reference and have the same force and effect as if fully set forth in this Plan.

SECTION XI – CANCELLATION AND TERMINATION

A. Cancellation by the Firm or the PLF

The Firm may cancel this Excess Plan, before the expiration of the Coverage Period, by mailing or delivering prior written notice to the PLF stating the date when the cancellation will become effective.
The PLF may cancel this Excess Plan, before the expiration of the **Coverage Period**, for any of the following reasons:

1. Failure by the **Firm** to pay an assessment when due;
2. Material misrepresentation by any **Covered Party**;
3. Substantial breaches of contractual duties, conditions, or warranties by any **Covered Party**, or
4. Revocation, suspension, or surrender of any **Covered Party’s** license or right to practice law.

The PLF’s cancellation of this Plan, for any of the foregoing reasons, is made by mailing or delivering written notice of cancellation to the **Firm**, stating the effective date of cancellation, to occur within no less than ten (10) days after the date notice of cancellation is mailed or delivered.

The last and final day of the **Coverage Period** will be the date preceding the effective date of cancellation stated in the cancellation notice sent by the **Firm** or the PLF. Coverage will expire at 11:59 p.m. on the date preceding the specified date of cancellation. If the PLF cancels this Plan, assessments shall be computed and refunded to the **Firm** pro rata. Assessment adjustment may be made either at the time cancellation is effected or as soon as practicable thereafter. If the **Firm** cancels this Plan, the PLF will retain the assessment on a pro rata basis.

**B. Termination**

This Excess Plan terminates on the date and time shown as the end of the **Coverage Period** in the Declarations, unless canceled by the PLF or by the **Firm** in accordance with the provisions of this Plan before such date and time. There is no automatic renewal.

**SECTION XII – SUPPLEMENTAL ASSESSMENTS**

This Excess Plan is assessable. Each **Plan Year** is accounted for and assessable using reasonable accounting standards and methods of assessment. If the PLF determines in its discretion that a supplemental assessment is necessary to pay for **Claims**, **Claims Expense**, or other expenses arising from or incurred during either this **Plan Year** or a previous **Plan Year**, the **Firm** agrees to pay its supplemental assessment to the PLF within thirty (30) days of request. The **Firm** further agrees that liability for such supplemental assessments shall be joint and several among the **Firm** and the partners, shareholders, and professional corporations listed as Firm Attorneys in the Declarations.

The PLF is authorized to make additional assessments for this **Plan Year** until all its liability for this **Plan Year** is terminated, whether or not any **Covered Party** maintains coverage under an Excess Plan issued by the PLF at the time assessments are imposed.

**SECTION XIII – RELATION OF THE PLF’S COVERAGE TO INSURANCE COVERAGE OR OTHER COVERAGE**

If any **Covered Party** has valid and collectible insurance coverage or other obligation to indemnify, including but not limited to self-insured retentions, deductibles, or self-insurance, that also applies to any loss or **Claim** covered by this Excess Plan, the PLF will not be liable under this Excess Plan until the limits of the **Covered Party’s** insurance or other obligation to indemnify, including any applicable deductible, have been exhausted, unless such insurance or other obligation to indemnify is written only as specific excess coverage over the **Excess Limit of Coverage** of this Excess Plan.
SECTION XIV – WAIVER AND ESTOPPEL

The provisions of Section XII of the PLF Primary Plan, applicable to this Plan Year are incorporated by reference and have the same force and effect as if fully set forth in this Plan.

SECTION XV – EXTENDED REPORTING COVERAGE

After twenty-four (24) months of continuous excess coverage with the PLF, upon termination or cancellation of this Excess Plan by either the Firm or the PLF, the Firm may be eligible to purchase an extended reporting endorsement. This endorsement extends the period within which a Claim may be First Made under this Excess Plan, but does not otherwise change the terms of this Plan. Eligibility to purchase an extended reporting endorsement, the amount of the additional assessment for such coverage and the period during which Claims may be First Made under the endorsement are determined by the PLF’s underwriting department based on the Firm's claims experience and other underwriting factors.

SECTION XVI – ASSIGNMENT

Any interest of any Covered Party under this Plan is not assignable. Any such assignment or attempted assignment, without the express written consent of the PLF, voids any coverage under this Plan.
1. **Applicable Underlying Limit** means the aggregate total of: (1) the amount of coverage afforded by the PLF Plans issued to all persons qualifying as **Covered Parties** under the terms of this Plan; plus (2) the amount of any other coverage available to any **Covered Party** with respect to the **Claim** for which coverage is sought. (Excess Plan, p. 1)

2. **Claim** means a demand for **Damages**, or written notice to a **Covered Party** of an intent to hold a **Covered Party** liable as a result of a **Covered Activity**, if such notice might reasonably be expected to result in an assertion of a right to **Damages**. (Primary Plan, p. 1)

3. **Claims Expense** has the meaning set forth in Section I B 3 of the Primary Plan. (Primary Plan, p. 2)

4. **Coverage Period** means the coverage period shown in the Declarations under the heading “Coverage Period.” (Excess Plan, p. 1)

5. **Covered Activity** has the meaning set forth in Section III of this Plan. (Excess Plan, p. 4)

6. **Covered Party** means any person or **Law Entity** qualifying as such under Section II of this Plan. (Excess Plan, pp. 3-4)

7. **Damages** means monetary compensation a **Covered Party** must pay for harm or loss and does not include:
   a. Fines; penalties, statutorily enhanced damages, or enhanced prevailing fees;
   b. Punitive or exemplary damages;
   c. The return, forfeiture, disgorgement, restitution, reduction, or offset of any fees, costs, expenses or disbursements paid to, charged by, or owed to any **Covered Party** or to any **Law Entity** with which any **Covered Party** was associated at the time any such fees, costs, expenses or disbursements were paid, charged, or incurred, including but not limited to fees, costs, expenses or disbursements alleged to be excessive, not earned, unnecessary, ill-advised, or caused, in whole or in part, by any alleged negligent advice;
   d. Rescission, injunctions, accountings, restitution, equitable relief;
   e. Any personal profit or advantage to a **Covered Party**;
   f. Any award of attorney fees, costs, or interest arising from any claim referenced in (a) through (e) above, or from any excluded claim. (Section I A, p. 1)

8. **Excess Limit of Coverage** has the meaning set forth in Section VIII of this Plan. (Excess Plan, p. 7)

9. **Excess-Related** has the meaning set forth in Section V of this Plan. (Excess Plan, pp. 5-6)

10. **Excluded Attorney** means an attorney who is designated as such in the Declarations. (Excess Plan, p. 3)

11. **Excluded Firm** means a firm designated as such in the Declarations. (Excess Plan, p. 7)

12. **Firm** means any **Law Entity** designated in Section 1 or 11 of the Declarations. (Excess Plan, p. 3)

13. **First Made** has the meaning set forth in Section IV of this Plan. (Excess Plan, p. 5)

14. **Law Entity** means a professional corporation, partnership, limited liability partnership, limited liability company or sole proprietorship that engages in the **Private Practice** of law in Oregon. (Primary Plan, p. 3)

15. **Legally Obligated** has the meaning set forth in Section I A of the Primary Plan. (Primary Plan, p. 1)

16. **Non Attorney** employee includes employees who are not attorneys, as well as employees who have a law degree, but are not engaged in the practice of law in Oregon, or any other state. (Primary Plan, p. 4)

17. **Plan Year** means the period of January 1 through December 31 of the calendar year for which this Excess Plan was issued. (Excess Plan, p. 1)


19. **Private Practice** has the meaning set forth in Section II A of the Primary Plan. (Primary Plan, p. 3)

20. **Professional Legal Services** has the meaning set forth under Section III B of the Primary Plan. (Primary Plan, pp. 4 and 5)

21. **Special Capacity Relationship** has the meaning set forth in Section III C of the Primary Plan. (Primary Plan, p. 5)

22. **Special Capacity Services** has the meaning set forth in Section III C of the Primary Plan. (Primary Plan, p. 5)

23. **Suit** means a civil lawsuit. **Suit** also includes an arbitration or alternative dispute resolution proceeding, but only if the PLF expressly consents to it. (Primary Plan, p. 1)
APPENDIX B – EXCESS PLAN
ILLUSTRATIVE EXAMPLES

For the purpose of assisting a Covered Party or Court in interpreting the PLF’s intent as to the meaning of certain Excess Plan provisions, the PLF provides the following illustrative examples, not intended to be exhaustive regarding Section I E 4 and Section V – Excess-Related Claims:

1. Section I E 4:
   a. Law firm A maintains excess malpractice coverage with Carrier X in Year 1. The firm knows of a potential malpractice claim in September of that year. Nevertheless, it does not report the matter to Carrier X in Year 1. Law firm A obtains excess coverage from the PLF in Year 2, and the potential claim is actually asserted in April of Year 2. Whether or not the PLF has imposed a Retroactive Date for the firm’s Year 2 coverage, there is no coverage for the claim under the firm’s Year 2 PLF Excess Plan. This is true whether or not Carrier X provides coverage for the claim.
   b. Attorneys A, B, and C practice in a partnership. In Year 1, Attorney C knows of a potential claim arising from his activities but does not tell the PLF or Attorneys A or B. Attorney A completes a Year 2 PLF excess program application on behalf of the firm but does not reveal the potential claim because it is unknown to her. Attorney A does not circulate the application to attorneys B and C before submitting it to the PLF. The PLF issues an Excess Plan to the firm for Year 2, and the potential claim known to Attorney C in Year 1 is actually made against Attorneys A, B, and C and the firm in June of Year 2. Because the potential claim was known to a Covered Party (i.e., Attorney C) prior to the beginning of the Coverage Period, and because the firm did not circulate its application among the Firm Attorneys and Current Non-Oregon Attorneys before submitting it to the PLF, the claim is not within the Coverage Grant. There is no coverage under the Year 2 Excess Plan for Attorneys A, B, or C or for the firm even though Attorneys A and B did not know of the potential claim in Year 1.
   c. Same facts as prior example, except that Attorney A did circulate the application to Attorneys B and C before submitting it to the PLF. Section I E 4 will not be applied to deny coverage for the claim as to Attorneys A and B and the Firm. However, there will be no coverage for Attorney C because the claim falls outside the coverage grant under the terms of Section I E 4, and because Attorney C made a material misrepresentation to the PLF in the application.

2. Section V – Excess-Related Claims:
   a. Related Under the PLF Primary Plan vs. Excess-Related: Firm G, and one of its members, Attorney A, are sued by a claimant in 2014. The Claim is covered under Attorney A’s 2014 PLF Primary Plan. Claimant amends the Complaint in 2015 and, for the first time, asserts the same Claim also against Firm H and one of its members, Attorney B, also covered under the PLF Primary Plan. Under the terms of the PLF Primary Plan, the firms and attorneys all share a single primary Limit of Coverage under the 2014 PLF Primary Plan. This is because the Claims are Related, for primary purposes, and the earliest Related Claim was made in 2014.

   Firm H purchased PLF Excess Coverage in 2015 but was previously covered for excess liability in 2014 by Carrier X. Neither Firm H nor Attorney B were aware of the potential Claim in 2014, and therefore did not give notice of a potential Claim against Attorney B or Firm H to the PLF or Carrier X until 2015. Carrier X denies coverage for the claim because Firm H did not give notice of the claim to Carrier X in 2014 and
Firm H did not purchase tail coverage from Carrier X. Under this scenario, any PLF excess coverage would be under the 2015 PLF Excess Plan because no Claim was made against the Covered Parties until 2015. (If, however, Firm G and Attorney B did have a basis to believe that the act, error, omission, or breach of duty to which the Claim relates was a breach of the standard of care or may result in a Claim before the PLF Excess Plan was issued, there would not be coverage for the Claim under the 2015 PLF Excess Plan. Also, if they had previously given notice to Carrier X or purchased applicable tail coverage, there would not be coverage under the PLF 2015 Excess Plan, because other insurance would apply.)

b. Secondary or Dependent Liability – Firm A has Excess coverage with the PLF between 2013 and 2015. Attorney X, while an associate in the Firm A, commits malpractice in 2012 and then leaves to work with another firm in 2014. He is listed as a Former Attorney in the Declarations of the PLF Excess Plan. Claims are alleged only against Attorney A in 2014, and in 2015, a lawsuit is filed also alleging Claims against various attorneys who are partners in Firm A and the Firm itself based on vicarious liability for Attorney X's malpractice. The Claims are Excess-Related and, therefore, were First Made in 2014.

c. Same Transaction, Occurrence, or Series of Transactions or Occurrences – Attorney A, a partner in a Firm with PLF excess coverage between 2007 and the present, writes a tax opinion in 2008 for an investment offering. Attorneys B and C, with a different law firm, then assemble the offering circular in 2007. In 2010, Investors 1 and 2 bring Claims against all three attorneys relating to the offering. In 2011, Investor 3 also brings a Claim against all three attorneys. Under the PLF Primary Plan, Claims against all attorneys and firms, by all three investors, are Related, and all attorneys and firms share one Primary Limit of Coverage, applicable to all three claims. For the purpose of Attorney A's PLF Excess Plan, however, the Claims against B and C are not Excess-Related. Therefore, the Claims against Attorney A are First Made in 2010, and Attorney A has a separate 2010 Excess Limit that applies to all three investor Claims.

d. Actual Pattern or Practice – Attorneys A, B, and C, who are all members of a Firm covered under the PLF Excess Plan for the past twelve (12) years, represent a large number of asbestos clients over several years, using a firm-wide formula for evaluating large numbers of cases with minimum effort. They are sued by various clients in 2014 for improper evaluation and by other clients making similar allegations in 2015. Plaintiffs do not allege a common scheme or plan, but because the Firm in fact operated a firm-wide formula for handling the cases, all claims are Excess-Related, First Made in 2014, and subject to the Limit of the 2014 Excess Plan.

e. Successive or Collective Errors – Attorney C, an associate at a Firm covered under the PLF Excess Plan during all relevant periods, represents a group of clients at trial and commits certain errors. Attorney D, a partner at the Firm, undertakes the appeal but fails to file the notice of appeal on time. Attorney E is hired by clients to sue Attorneys C and D for malpractice but misses the statute of limitations. Clients sue all three attorneys. Under the PLF Primary Plan, all three Claims are Related and share a single primary limit. Only the Claims against Attorneys C and D, however, are Excess-Related.

f. Class Action or Purported Class Action – Attorneys A, B, and C, all at a Firm covered under the Excess Plan during the relevant periods, represent a large banking institution. They are sued by the bank’s customers in a class action lawsuit for their part in advising the bank on allegedly improper banking practices. All the class action Claims are Excess-Related and subject to the Excess Limit that was in place at the time the class action Claim was First Made.
# TABLE OF CONTENTS

**INTRODUCTION** .................................................................................................................................................. 1

**SECTION I – COVERAGE AGREEMENT** ........................................................................................................... 1
  A. Indemnity ...................................................................................................................................................... 1
  B. Defense ....................................................................................................................................................... 3
  C. Exhaustion of Limit ...................................................................................................................................... 3
  D. No Prior Knowledge or Prior Coverage ...................................................................................................... 3
  E. Coverage Territory ....................................................................................................................................... 4

**SECTION II – WHO IS A COVERED PARTY UNDER THIS PRO BONO PLAN?** ........................................... 4
  A. Individual Volunteer Attorneys .................................................................................................................. 4
  B. The Pro Bono Program ............................................................................................................................... 4

**SECTION III – WHAT IS A COVERED ACTIVITY?** ............................................................................................ 4

**SECTION IV – WHAT IS THE APPLICABLE COVERAGE PERIOD?** ............................................................... 5
  A. Date of Claim ............................................................................................................................................... 5
  B. Special Rule Regarding Coverage Period Applicable to Related Claims Against Associated Attorneys ..... 5

**SECTION V – RELATED CLAIMS** .................................................................................................................... 6

**SECTION VI – APPLICABLE EXCLUSIONS IN PLF PRIMARY COVERAGE PLAN** ........................................... 6

**SECTION VII – PRO BONO PLAN ADDITIONAL EXCLUSIONS** ................................................................. 6
  1. Activities Outside Pro Bono Program Exclusion ......................................................................................... 6
  2. Business Interests ........................................................................................................................................ 6

**SECTION VIII – LIMIT OF COVERAGE, CLAIMS EXPENSE ALLOWANCE, AND SPECIAL LIMITS REGARDING RELATED CLAIMS** ........................................................................................................ 7
  A. Limit of Coverage ....................................................................................................................................... 7
  B. Claims Expense Allowance ....................................................................................................................... 7
  C. Special Rules and Limits for Related Claims ............................................................................................. 7

**SECTION IX – DUTIES OF COVERED PARTIES** .............................................................................................. 8
  A. Notice of Claims, Suits, and Circumstances ............................................................................................... 8
  B. Other Duties of Cooperation ..................................................................................................................... 8

**SECTION X – ACTIONS BETWEEN THE PLF AND COVERED PARTIES** ...................................................... 9

**SECTION XI – RELATION OF THE PLF’S COVERAGE TO INSURANCE COVERAGE OR OTHER COVERAGE** 9

**SECTION XII – WAIVER AND ESTOPPEL** ...................................................................................................... 9

**SECTION XIII – ASSIGNMENT** ..................................................................................................................... 9

**SECTION XIV – TERMINATION** ..................................................................................................................... 9
INTRODUCTION

The Professional Liability Fund ("PLF") provides limited coverage regarding Oregon attorneys who claim exemption from PLF Primary coverage and who volunteer their time for Pro Bono Programs jointly certified by the Oregon State Bar and the Professional Liability Fund. Because this coverage is provided at no cost, it is intended to apply only to claims based on or arising from the actual or alleged conduct of volunteer attorneys when there is no other plan or insurance coverage that would apply to any such claim. The coverage provided under this Plan is not the same, in some respects, as the coverage provided under the PLF Primary Coverage Plan. The Pro Bono Program and its volunteers should review this Plan carefully in order to understand its restrictions, limitations, exclusions, conditions, and the applicable limit of coverage.

Throughout this PLF Pro Bono Coverage Plan ("Plan"), issued to the Pro Bono Program, identified in the Declarations: Pro Bono Program refers to the Named Program shown in the Declarations; Plan Year means the period of January 1 through December 31 of the calendar year for which this Plan was issued; and Coverage Period means the coverage period shown in the Declarations under the heading “Coverage Period.”

When terms appear in bold, with the first letter capitalized, they have the defined meanings set forth, or referenced, in this Plan. Certain definitions and provisions of the PLF Primary Coverage Plan are incorporated in this Plan, by reference. A List and Index of Defined Terms is attached as Appendix A.

SECTION I – COVERAGE AGREEMENT

Subject to the terms, conditions, definitions, exclusions, and limitations set forth in this Plan and the applicable Limit of Coverage and Claims Expense Allowance as these are defined and described in Section VIII, the coverage provided by this Plan is as follows:

A. Indemnity

The PLF will pay all sums a Covered Party is Legally Obligated to pay as Damages as a result of a Claim arising from a Covered Activity to which the Coverage Period of this Plan applies, as determined by the rules set forth in Section IV.

A Claim means a demand for Damages, or written notice to a Covered Party of an intent to hold a Covered Party liable as a result of a Covered Activity, if such notice might reasonably be expected to result in an assertion of a right to Damages.

Legally Obligated to pay Damages means a Covered Party is required to make actual payment of monetary Damages and is not protected or absolved from actual payment of Damages by reason of any covenant not to execute, other contractual agreement of any kind, or a court order, preventing the ability of the Claimant to collect money Damages directly from the Covered Party.

Damages means monetary compensation a Covered Party must pay for loss and does not include:

a. Fines, penalties, statutorily enhanced damages, or enhanced prevailing fees;

b. Punitive or exemplary damages;

c. The return, forfeiture, disgorgement, restitution, reduction, or offset of any fees, costs, expenses or disbursements paid to, charged by, or owed to any Covered Party or to any Law Entity with which any Covered Party was associated at the time any such fees, costs, expenses or disbursements were paid, charged, or incurred, including but not limited to fees, costs, expenses or disbursements alleged...
to be excessive, not earned, unnecessary, ill-advised, or caused, in whole or in part, by any alleged negligent advice;

d. Rescission, injunctions, accountings, restitution, equitable relief;

e. Any personal profit or advantage to a Covered Party;

f. Any award of attorney fees, costs, or interest arising from any claim referenced in (a) through (e) above, or from any excluded claim.

The following illustrative examples, not intended to be exhaustive, are provided for the purpose of assisting a Covered Party or court in interpreting the PLF’s intent as to the scope of Damages covered under the Plan:

Example 1: Attorney A sues Client for unpaid fees; Client counterclaims for the return of fees already paid to Attorney A, which allegedly were excessive. Because this is not a claim for Damages, it is not covered.

Example 2: Attorney B allows a default to be taken against Client, and bills an additional $2,500 in attorney fees incurred by Attorney B in his successful effort to get the default set aside. Client pays the bill but later sues Attorney B to recover the fees paid. This is not a claim for Damages, as defined in the Plan. Therefore, it is not covered.

Example 3: Attorney C writes a demand letter to Client for unpaid fees and then files a lawsuit for collection of the fees. Client counterclaims for unlawful debt collection. Under the definition of Damages, there is no coverage for the claim. The same is true if Client is the plaintiff and sues for unlawful debt collection in response to the demand letter from Attorney C.

Example 4: Attorney D negotiates a fee and security agreement with Client on behalf of Attorney D’s own firm. Other firm members, not Attorney D, represent Client. Attorney D later leaves the firm, Client disputes the fee and security agreement, and the firm sues Attorney D for negligence in representing the firm. Under the definition of Damages, there is no coverage for the claim.

Example 5: Attorney E takes a security interest in stock belonging to Client as security for fees. Client fails to pay the fees, and Attorney E executes on the stock and becomes the owner. Client sues for recovery of the stock and damages. Under the definition of Damages, there is no coverage for the claim. The same is true if Attorney E receives the stock as a fee and is sued later for recovery of the stock or damages.

Example 6: Attorney F advises client to sue a third party, charging substantial fees to file and litigate the suit. Client receives a very small recovery and sues Attorney F alleging that Attorney F was negligent in advising Client to sue the third party. Client sues Attorney F to recover the fees and costs Client spent or owes for pursuing the third party claim. Client alleges Attorney F should have realized the cost of pursuing the claim was not justified. This claim is not covered because the amounts sought by Client are not Damages. The same is true if Client claims that Attorney F was negligent for not advising Client that Attorney F, or another attorney, may have agreed to pursue the claim for a contingent fee.

Example 7: Attorney G fails to properly request attorney fees from an opposing party. As a result Client sues Attorney G because Client could have recovered fees if Attorney G had properly pursued them. This claim seeks Damages covered under the Plan.
B. Defense

1. The PLF will defend a Covered Party against any Suit seeking Damages to which this Plan applies until the Claims Expense Allowance and the Limit of Coverage are exhausted. The PLF is not bound by any Covered Party's agreement to resolve a dispute through arbitration or any other alternative dispute resolution proceeding, and has no duty to defend or indemnify regarding any dispute handled or resolved in this manner without its consent.

   Suit means a civil lawsuit. Suit also includes an arbitration or other alternative dispute resolution proceeding only if the PLF expressly consents to it.

2. The PLF has the sole right to select and appoint defense counsel, to control the defense and investigation of a Claim and, in its discretion, to settle any Claim to which this Plan applies. The PLF has no duty to contribute to the settlement of a Claim based on projected defense costs or on potential liability arising from uncovered Claims. Subject to its sole discretion, the PLF may also elect to take steps, or make expenditures, to investigate, prevent, mitigate, review, or repair any Claim or matter that may create the potential for a Claim.

3. The PLF will pay Claims Expense the PLF incurs.

   Claims Expense means: fees and expenses charged by any attorney designated by the PLF; all other fees, costs and expenses incurred by the PLF resulting from its investigation, adjustment, defense, prevention, mitigation, review, repair, or appeal of a Claim, or any matter that may create the potential for a Claim; or fees charged by any attorney designated by the Covered Party with the PLF's written consent. The PLF's costs for compensation of its regular employees are not considered Claims Expense and do not reduce the available Limit of Coverage.

4. Notwithstanding Exclusions 2 and 4 incorporated in this Plan by Section VI, the PLF will defend Claims for which coverage is excluded under Exclusion 4, and Claims for malicious prosecution, abuse of process and wrongful initiation of civil proceedings, provided such Claims arise out of a Covered Activity and are not otherwise excluded by other applicable exclusions in this Plan. The PLF, however, will not have any duty to indemnify regarding any matter it defends pursuant to this provision.

5. The PLF does not have a duty to defend any Claim, or the portion of any Claim, that is not a Claim for Damages, as defined in Section IA. In the event the PLF voluntarily agrees to defend any Claim, or any portion of a Claim, that does not seek Damages, it will be subject to the Covered Party's agreement that the Covered Party will cooperate with the PLF's attempt to settle or dismiss any alleged Claim for Damages that may also be alleged. Following any such dismissal or settlement the PLF will have the right to withdraw from the defense of any remaining claim.

C. Exhaustion of Limits

The PLF is not obligated to investigate, defend, pay, or settle any Claim after the applicable Limit of Coverage and Claims Expense Allowance have been exhausted.

D. No Prior Knowledge or Prior Coverage

This Plan applies only to a Covered Activity that occurred either: (a) during the Coverage Period; or (b) before the Coverage Period if (i) on the effective date of this Plan, the Covered Party had no knowledge of any Claim having been asserted or of any facts or circumstances of which the Covered Party was aware, or reasonably should have been aware, could reasonably result in a Claim arising out of the Covered Activity; (ii) the actual or alleged error, omission negligent act or breach of duty on which the Claim is based occurred during a period in which a previous PLF Pro Bono Plan applied to the Pro Bono Program; and (iii) there is no prior plan or policy that provides coverage for such liability or Claim, whether or not the available limits of such prior plan or policy are sufficient to pay any liability or Claim.
E. Coverage Territory

This Plan applies to Suits brought in the United States, its territories or possessions, within the jurisdiction of any Indian tribe in the United States, or to any Suit brought in Canada. It does not apply to Suits in any other jurisdiction, or to any Suit to enforce a Judgment rendered in any other such jurisdiction.

SECTION II – WHO IS A COVERED PARTY UNDER THIS PRO BONO PLAN?

Only the following are Covered Parties under this Plan:

A. Individual Volunteer Attorneys

An individual Volunteer Attorney is a Covered Party, but only with respect to a Claim arising from Covered Activities rendered on behalf of the Pro Bono Program, and only if there is no other plan or insurance coverage that applies to such Claim.

Volunteer Attorney means an Oregon attorney who: (1) is not otherwise covered under a PLF Primary Coverage Plan; (2) provided pro bono Professional Legal Services or Special Capacity Services to clients of the Pro Bono Program; (3) is not employed or compensated in any way by the Pro Bono Program; and (4) was eligible to provide voluntary Professional Legal Services or Special Capacity Services under the applicable rules of the Oregon State Bar at the time such services were provided.

Pro Bono Program means the Pro Bono Program named in the Declarations.

B. The Pro Bono Program

The Pro Bono Program is also a Covered Party under this Plan, but only to the limited extent it is legally liable for any Claim based on or arising from a Volunteer Attorney’s Covered Activities, and only provided the Pro Bono Program has no other applicable plan or insurance coverage for any such liability. In the event any Claim against a Volunteer Attorney also involves Claims against employees of the Pro Bono Program, any defense or indemnity under this Plan is limited to that portion of the Pro Bono Program’s legal liability that relates to a Volunteer Attorney’s Covered Activities.

SECTION III – WHAT IS A COVERED ACTIVITY?

For the purposes of this Plan, a Covered Activity is an error, omission, negligent act, or breach of duty by a Volunteer Attorney in the course of providing or failing to provide Professional Legal Services or Special Capacity Services to a client or clients of the Pro Bono Program, but only if such services are within the scope of duties assigned to the Volunteer Attorney by the Pro Bono Program.

Professional Legal Services and Special Capacity Services have the meanings set forth in the PLF Primary Coverage Plan in effect during this Plan Year and are subject to all the same limitations and conditions set forth in subsections B and C of Section III of the PLF Primary Coverage Plan for this Plan Year.
SECTION IV – WHAT IS THE APPLICABLE COVERAGE PERIOD?

A. Date of Claim

Subject to Subsection IV B, the **Coverage Period** in effect on the earliest of the following dates applies to a **Claim** or matter:

1. The date a lawsuit is first filed or an arbitration or alternative dispute resolution proceeding is first initiated against a **Covered Party** under this Plan;

2. The date the PLF first becomes aware of a matter involving facts or circumstances that could reasonably result in a **Claim** against a **Covered Party** under this Plan;

3. The date any **Covered Party** under this Plan first becomes aware of a matter involving facts or circumstances that could reasonably result in a **Claim** against a **Covered Party** under this Plan;

4. The date any **Covered Party** under this Plan receives notice of a **Claim**;

5. The date the PLF receives notice of a **Claim** against a **Covered Party** under this Plan; or

6. If subsections 1 through 5 do not apply, the date the PLF opens a file in order to take steps and/or make expenditures, for the purpose of investigation, mitigation, review, or prevention of any potential **Claim** against a **Covered Party** under this Plan.

In the case of matters falling only within subsection 6, in the event there is any subsequent **Claim** against a **Covered Party** under this Plan, relating to or arising from such matter, the **Limit of Coverage** and/or **Claims Expense Allowance** for the **Plan Year** applicable to such **Claim** is reduced by the amount the PLF spends on the matter.

B. Special Rule Regarding Coverage Period Applicable to Related Claims Against Associated Attorneys

If any **Claim** against a **Covered Party** under this Plan is **Related** to one or more **Related Claim(s)** against any **Associated Attorney** the **Coverage Period** in effect on the earliest of the following dates applies to the **Claim**:

1. The date a lawsuit was first filed, or an arbitration or alternative dispute resolution proceeding was initiated with respect to the earliest of the **Related Claims**;

2. The date the PLF first became aware of facts or circumstances that could reasonably result in the earliest of the **Related Claims**;

3. The date any **Covered Party** under this Plan first became aware of facts or circumstances that could reasonably result in the earliest of the **Related Claims**;

4. The first date any **Associated Attorney** first became aware of facts or circumstances that could result in the earliest of the **Related Claims**;

5. The date the PLF received notice of the earliest **Related Claim**;

6. The date any **Covered Party** under this Plan received notice of the earliest **Related Claim**; or

7. The first date any **Associated Attorney** received notice of the earliest **Related Claim**.

**Associated Attorney** means any attorney who, at the time of the representation, advice, or activity at issue, or during any portion of such representation, advice, or activity: (1) was working with or for the **Pro Bono Program**;
or (2) worked in association or as co-counsel with any **Covered Party** under this Plan regarding the representation, advice, or activity that is the subject of the **Claim(s)**.

However, if the **Pro Bono Program** did not have a PLF Pro Bono Plan in effect on the date applicable to the earliest **Related Claim** pursuant to this subsection IV B, and the **Pro Bono Program** has no other insurance from any source that is applicable to the **Claim**, regardless of whether the available limits of such policy are sufficient to cover liability for the **Claim**, any applicable **Coverage Period** for the **Related Claim** is determined using the method set forth in Section IV A.

**SECTION V – RELATED CLAIMS**

Two or more **Claims** are **Related** when they are based on or arise out of facts, practices, circumstances, situations, transactions, occurrences, activities covered under this or any other PLF Plan, or damages, liabilities or the relationship of the people or entities involved (including clients, Claimants, attorneys and/or other advisors) that are logically or causally connected or share a common bond or nexus. A **Claim** against a **Covered Party** under this Plan may be **Related** to another **Claim** against the same **Covered Party** and/or to a **Claim(s)** against other **Covered Parties**, or attorneys covered under other PLF Plans. If **Claims** are **Related**, special rules, set forth in Section VIII C, govern the total amount the PLF will pay in defense and indemnity of all such **Claims**.

**SECTION VI – APPLICABLE EXCLUSIONS IN PLF PRIMARY COVERAGE PLAN**

All Exclusions in the PLF Primary Coverage Plan, in effect during this **Plan Year**, except Exclusion 6, apply equally to the coverage under this Plan. These exclusions are incorporated by reference and have the same force and effect as if fully set forth in this Plan.

**SECTION VII – PRO BONO PLAN ADDITIONAL EXCLUSIONS**

1. **Activities outside Pro Bono Program Exclusion.** This Plan does not apply to any **Claim** against a **Covered Party** arising from or related to work or services beyond the scope of activities assigned to the **Volunteer Attorney** by the **Pro Bono Program**.

2. **Business Interests.** This Plan does not apply to any **Claim** by a business enterprise:
   a. In which any **Covered Party** has an **Ownership Interest**; or in which any **Covered Party** is a general partner, managing member, or employee; or in which any **Covered Party** controls, operates or manages, either individually or a fiduciary capacity, any property that is owned, managed or maintained by the business enterprise; or
   b. At the time of the alleged acts, errors or omissions on which the **Claim** is based: any **Covered Party** had an **Ownership Interest** in the business enterprise; any **Covered Party** was a general partner, managing member, or employee of the business enterprise; or any **Covered Party** controlled, operated, or managed, either individually or a fiduciary capacity, any property that was owned, managed, or maintained by the business enterprise.
Ownership Interest means that any Covered Party, those controlled by any Covered Party, the spouse, parent, stepparent, child, stepchild, sibling, or any member of any Covered Party’s household, or those with whom any Covered Party is regularly engaged in the practice of law, collectively owns more than 10% of the business enterprise or owned more than 10% of the business enterprise at the time of the alleged acts, errors or omissions on which the Claim is based.

SECTION VIII – LIMIT OF COVERAGE, CLAIMS EXPENSE ALLOWANCE, AND SPECIAL LIMITS REGARDING RELATED CLAIMS

A. Limit of Coverage

The Limit of Coverage for the Coverage Period of this Plan is $300,000. This is a maximum aggregate limit applicable to any and all Claims or matters to which this Plan applies. The making of multiple Claims against any Covered Party or against multiple Covered Parties will not increase the Limit of Coverage, which is reduced by the following payments arising from Claims or matters to which the Coverage Period of this Plan applies:

1. All Claims Expense paid by the PLF, on behalf of any Covered Party under this Plan, that is in excess of any applicable Claims Expense Allowance; and

2. The PLF’s payment, on behalf of any Covered Party under this Plan, of any and all amounts relating to settlements, judgments or any other indemnity payments based on or arising from any and all Claims, or matters that may have the potential to create or result in Claims, against any Covered Party under this Plan.

The shared single $300,000 Limit of Coverage under this Plan applies both to Claims against any and all Volunteer Attorneys to whom this Plan applies and to Claims against the Pro Bono Program for any and all Claims based on or arising from the actual or alleged conduct of any and all such Volunteer Attorneys. Multiple Claims against the Pro Bono Program and/or against any Volunteer Attorney(s) will not increase this $300,000 single Limit of Coverage. If, for example, there is a Claim based on the conduct of one Volunteer Attorney that consumes or reduces the Limit of Coverage under this Plan, there is either no further coverage under this Plan for any Covered Party, or a reduced Limit of Coverage. This Limit of Coverage is also subject to Section VII C below regarding Related Claims.

B. Claims Expense Allowance

In addition to the Limit of Coverage, this Plan also provides a single separate Claims Expense Allowance, meaning an additional allowance in the maximum aggregate amount of $50,000, applicable to the investigation and/or defense of any and all Claims against all Covered Parties under this Plan subject to Section VIII C below. The Claims Expense Allowance may be applied only to Claims Expenses, and not to any settlements, judgments or any other indemnity payments.

The shared single $50,000 Claims Expense Allowance under this Plan applies both to Claims against any and all Volunteer Attorneys to whom this Plan applies and/or to Claims against the Pro Bono Program. Multiple Claims against the Pro Bono Program and/or against any Volunteer Attorney(s) will not increase this single $50,000 Claims Expense Allowance. If, for example, there is a Claim based on the conduct of one Volunteer Attorney that consumes or reduces the Claims Expense Allowance, there is either no further Claims Expense Allowance under this Plan for any Covered Party, or a reduced Claims Expense Allowance.

C. Special Rules and Limits for Related Claims

If a Claim against a Covered Party is Related to another Claim against that Covered Party, to any Claim against any other Covered Party under this Plan, or to a Claim against any other attorney, law entity, or Pro Bono Program covered by the PLF under this or any other PLF Plan, then regardless of the number of Claims, Claimants, clients,
attorneys, volunteer attorneys, pro bono programs or law entities involved, the PLF will not pay more than a maximum total of $300,000, plus a maximum of one $50,000 Claims Expense Allowance to defend and/or indemnify all parties covered under this or any other PLF Plan regarding all such Related Claims. This is subject only to the discretionary exception stated below regarding Claims Expense Allowances. In addition, the portion of this total maximum Related Claim limit available for any Claim based on or arising from the actual or alleged conduct of a Covered Party cannot exceed the amount of the remaining limit available under this Plan for the applicable Coverage Period.

The total maximum limit applicable to Related Claims is reduced as the PLF makes expenditures on Related Claims, whether on behalf of any Covered Party under this Plan, or on behalf of any other parties covered under any other PLF Plans against whom Related Claims are made. After the total applicable limit for Related Claims and any Claims Expense Allowance has been exhausted, the PLF is not obligated to investigate, defend, pay or settle any Related Claim against any Covered Party.

Only one Claims Expense Allowance applies regarding Related Claims against any and all Covered Parties under this Plan and against any parties covered under any other PLF Plan. In the sole discretion of the PLF, however, it may grant separate Claims Expense Allowances when there are Related Claims against other parties covered under other PLF Plans.

If the Claims Expense Allowance for the applicable Coverage Period has already been depleted or exhausted by other Claims or matters, the amount of the Claims Expense Allowance will be limited to whatever remains of the Claims Expense Allowance for that Coverage Period.

SECTION IX – DUTIES OF COVERED PARTIES

A. Notice of Claims, Suits, and Circumstances

As a condition precedent to any right of protection afforded by this Plan, the Covered Party must give the PLF, at the address shown in the Declarations, timely written notice of any Claim, Suit, or circumstances, as follows:

1. The Covered Party must immediately notify the PLF of any Suit filed against the Covered Party and deliver to the PLF every demand, notice, summons, or other process received.

2. If the Covered Party receives notice of a Claim, or becomes aware of facts or circumstances that reasonably could be expected to be the basis of a Claim for which coverage may be provided under this Plan, the Covered Party must give written notice to the PLF as soon as practicable of: the specific act, error, or omission; any damages or other injury that has resulted or may result; and the circumstances by which the Covered Party first became aware of such act, error, or omission.

3. If the PLF opens a suspense or Claim file involving a Claim or potential Claim which otherwise would require notice from the Covered Party under subsection 1 or 2 above, the Covered Party’s obligations under those subsections will be considered satisfied for that Claim or potential Claim.

B. Other Duties of Cooperation

As a condition of coverage under this Plan, every Covered Party must satisfy the duties of cooperation as set forth in Section VIII B through E of the PLF Primary Coverage Plan. These conditions are incorporated in this Plan by reference, and have the same force and effect as if fully set forth in this Plan.
SECTION X – ACTIONS BETWEEN THE PLF AND COVERED PARTIES

The provisions of Section IX of the PLF Primary Coverage Plan, applicable to this Plan Year, are incorporated into this Plan by reference and have the same force and effect as if fully set forth in this Plan.

SECTION XI – RELATION OF THE PLF’S COVERAGE TO INSURANCE COVERAGE OR OTHER COVERAGE

If any Covered Party has valid and collectible insurance coverage or other obligation to indemnify, including but not limited to self-insured retentions, deductibles, or self-insurance, that also applies to any loss or Claim covered by this Plan, the PLF will not be liable under this Plan until the limits of the Covered Party’s insurance or other obligation to indemnify, including any applicable deductible, have been exhausted, unless such insurance or other obligation to indemnify is written only as specific excess coverage over the Limit of Coverage of this Plan.

SECTION XII – WAIVER AND ESTOPPEL

The provisions of Section XII of the PLF Primary Coverage Plan, applicable to this Plan Year are incorporated by reference and have the same force and effect as if fully set forth in this Plan.

SECTION XIII — ASSIGNMENT

Any interest of any Covered Party under this Plan is not assignable. Any such assignment or attempted assignment without the express written consent of the PLF voids any coverage under the Plan.

SECTION XIV — TERMINATION

This Plan will terminate immediately and automatically in the event the Pro Bono Program is no longer certified as a Pro Bono Program by the Oregon State Bar.
OREGON STATE BAR
Board of Governors Agenda

Meeting Date:         September 21, 2018
Memo Date:           August 27, 2018
From:                PLF Board of Directors
Re:                   PLF Primary Coverage Plan

Action Recommended

The PLF Board of Directors requests the BOG approve the following changes to the PLF Primary Coverage Plan for 2019. Because the Primary Plan is incorporated into the Excess Plan, these changes would also apply to the Excess Plan for 2019.

1. Amendment of the Defense Provision

We propose to amend the defense provision to make it less confusing to some of our Covered Parties. This is simply a change to the order of the language on page 1 of the 2018 Plan. We do not intend this change to have any substantive effect.

B. Defense

1. The PLF will defend a Covered Party against any Suit seeking Damages to which this Plan applies until the Claims Expense Allowance and the Limit of Coverage are exhausted, the PLF will defend a Covered Party against any Suit seeking Damages to which this Plan applies. The PLF is not bound by any Covered Party’s agreement to resolve a dispute through arbitration or any other alternative dispute resolution proceeding and has no duty to defend or indemnify regarding any dispute handled or resolved in this manner without its consent.

| Suit | means a civil lawsuit. Suit also includes an arbitration or other alternative dispute resolution proceeding only if the PLF expressly consents to it. |
2. **Amendment of Exclusion 2 – Wrongful Conduct**

The PLF issues Plans individually, to each lawyer. Under the more recent Plan language, the only Covered Parties under each of these Plans are the individual lawyer, named on the Declaration page, and any Law Entity that is legally liable for any Claim against that individual lawyer. Exclusion 2, on page 8 of the 2018 Plan, excluding certain wrongful acts, contains a provision intended to say that innocent Covered Parties are not subject to Exclusion 2. We would like to clarify this provision in order to state the PLF’s intent as to when a Law Entity, sued for the wrongful conduct of a member of the firm, qualifies as an innocent Covered Party. To clarify the PLF’s intent in this regard, we propose the following amendment:

2. **Wrongful Conduct.** This Plan does not apply to any Claim based on or arising out of:

   a. any criminal act or conduct;

   b. any knowingly wrongful, dishonest, fraudulent or malicious act or conduct;

   c. any intentional tort; or

   d. any knowing or intentional violation of the Oregon Rules of Professional Conduct (ORPC) or other applicable code of ethics.

Exclusion 2 applies even if the Covered Party did not intend to cause regardless of whether any actual or alleged harm or damages were intended. However, it does not apply to any Covered Party who did not commit or participate in any acts or conduct set forth in subsections (a) through (d), had no knowledge of any such acts or conduct at the time they occurred and did not acquiesce or remain passive after becoming aware of such acts or conduct.

However, it does not apply to You if You: did not commit or participate in any acts or conduct set forth in subsections (a) through (d); had no knowledge of any such acts or conduct at the time they occurred; and did not acquiesce or remain passive after becoming aware of such acts or conduct.

Exclusion 2 does not apply to any Law Entity covered under this Plan unless a member of the Control Group of the Law Entity:

(1) committed or participated in any acts or conduct set forth in subsections (a) through (d); or
(2) had knowledge of any such acts and acquiesced in them or failed to take, or attempt to take, corrective action.

Control Group includes all persons who are managers or officers of the Law Entity, and/or all persons with authority to act, make decisions or enter into agreements on behalf of the Law Entity.

3. Amendment of Exclusion 6 – Business Interests

The intent of Exclusion 6 is to ensure that the Plan excludes claims where the lawyer has a significant connection with the business enterprise making the Claim, beyond providing legal representation or services, or had such significant connection with the business enterprise at the time of the acts, errors or omissions on which the Claim is based. To allow coverage under those scenarios invites collusion as the Covered Party may essentially be both the plaintiff and the defendant, or the Covered Party may have an incentive not to defend the Claim. Recently, we concluded that this long-standing intent was not articulated as clearly as would be ideal and therefore recommend the following change:

6. Business Interests. This Plan does not apply to any Claim relating to or arising out of any business enterprise:

a. In which You are a general partner, managing member, or employee, or in which You were a general partner, managing member, or employee at the time of the alleged acts, errors, or omissions on which the Claim is based;

b. That is controlled, operated, or managed by You, either individually or in a fiduciary capacity, including the ownership, maintenance, or use of any property in connection therewith, or was so controlled, operated, or managed by You at the time of the alleged acts, errors, or omissions on which the Claim is based; or

c. In which You either have an ownership interest, or had an ownership interest at the time of the alleged acts, errors, or omissions on which the Claim is based unless: (i) such interest is solely a passive investment; and (ii) You, those controlled by You, Your spouse, parent, stepparent, child, sibling, or any member of Your household, and those with whom You are regularly engaged in the practice of law, collectively own, or previously owned, an interest in the business enterprise of less than 10%.

6. Business Interests. This Plan does not apply to any Claim by a business enterprise:
a. In which You have an Ownership Interest; or in which You are a general partner, managing member, or employee; or in which You control, operate or manage, either individually or a fiduciary capacity, any property that is owned, managed or maintained by the business enterprise; or

b. At the time of the alleged acts, errors or omissions on which the Claim is based: You had an Ownership Interest in the business enterprise; You were a general partner, managing member, or employee of the business enterprise; or You controlled, operated or managed, either individually or a fiduciary capacity, any property that was owned, managed or maintained by the business enterprise.

Ownership Interest means either You, those controlled by You, Your spouse, parent, stepparent, child, stepchild, sibling, any member of Your household, or those with whom You are regularly engaged in the practice of law collectively own more than 10% of the business enterprise or owned more than 10% of the business enterprise at the time of the alleged acts, errors or omissions on which the Claim is based.

4. Amendment of Exclusion 16 – Harassment and Discrimination

The current language of Exclusion 16, on page 16 of the 2018 Plan, is overly broad because, for example, it could apply to employment lawyers who work on investigations for clients regarding workplace harassment or discrimination. We propose to narrow the language of the exclusion as follows:

16. Harassment and Discrimination. This Plan does not apply to any Claim based on or arising out of harassment or discrimination by any Covered Party on the basis of race, creed, age, religion, sex, sexual orientation, sexual identity, disability, pregnancy, national origin, marital status, or any other basis protected by law.
Action Recommended

Approve amendment of PLF Policy 2.300 to include the following language:

2.300 Committees

...(7) Long Range Planning/ Communications: Develops issues for discussion by the Board of Directors at periodic annual long range planning meeting and presents the issues at the meeting.

(8) Loss Prevention: Makes recommendations regarding loss prevention programming and practices.

...

Background

The PLF Board of Directors would like to have a committee of the Board devoted to Loss Prevention, which would include advising the Loss Prevention staff and CEO on matters ranging from policy decisions to resource priorities.
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: November 17, 2018
From: Legal Ethics Committee

Issue

The Board of Governors must decide whether to withdraw OSB Formal Op No 2005-127 and OSB Formal Ethics Op No 2005-100 as recommended by the Legal Ethics Committee.


Discussion

In 2017, the Oregon Supreme Court adopted amendments to Oregon Rule of Professional Conduct 7.3, so that it now reads as follows:

RULE 7.3 SOLICITATION OF CLIENTS

A lawyer shall not solicit professional employment by any means when:

(a) the lawyer knows or reasonably should know that the physical, emotional or mental state of the subject of the solicitation is such that the person could not exercise reasonable judgment in employing a lawyer;

(b) the person who is the subject of the solicitation has made known to the lawyer a desire not to be solicited by the lawyer; or

(c) the solicitation involves coercion, duress or harassment.

In response to this rule amendment, the Legal Ethics Committee undertook a review of the formal ethics opinions to ensure they accurately reflect the current rules and case law. They now recommend a number of amendments to the formal opinions, including swapping out the relevant prior rule with the amended rule and providing additional explanation of the new rule to the extent necessary.

With respect to OSB Formal Op Nos 2005-127 and 2005-100, the Legal Ethics Committee recommends withdrawal of the opinions because they are based almost entirely on former RPC 7.3 and no longer offer any useful guidance. Further, the LEC is working on a new opinion that will discuss in detail the parameters around solicitation under the new RPC 7.3.

FORMAL OPINION NO 2005-2
[REVISED 2014]

Information about Legal Services:
Cross-Referrals, Office Sharing with Nonlawyer

Facts:

Lawyer A proposes to enter into an agreement with Trust Company pursuant to which Lawyer A’s clients to Trust Company when they need services of the type provided by Trust Company, in exchange for an agreement by Trust Company to recommend the use of Lawyer A’s services to its customers and to employ Lawyer A whenever practicable.

Lawyer B proposes to share office space with a CPA, but they propose no sharing or cross-referrals of clients, and they propose to keep their practices separate and independent.

Questions:

1. Is Lawyer A’s arrangement ethical?
2. Is Lawyer B’s arrangement ethical?

Conclusions:

1. No.
2. Yes.

Discussion:

Oregon RPC 7.2 provides in part:

(b) A lawyer shall not give anything of value to a person for recommending the lawyer’s services except that a lawyer may

(1) pay the reasonable costs of advertisements or communications permitted by this Rule;

(2) pay the usual charges of a legal service plan or a not-for-profit lawyer referral service; and

(3) pay for a law practice in accordance with Rule 1.17.
Oregon RPC 5.4(e) provides:

A lawyer shall not refer a client to a nonlawyer with the understanding that the lawyer will receive a fee, commission or anything of value in exchange for the referral, but a lawyer may accept gifts in the ordinary course of social or business hospitality.

Several other sections are also potentially applicable. Oregon RPC 8.4(a)(1) makes it professional misconduct for a lawyer to “violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another.” In other words, a lawyer cannot do indirectly what the lawyer cannot do directly.

That rule must be read in concert with Oregon RPC 7.3:

A lawyer shall not solicit professional employment by any means when:
(a) the lawyer knows or reasonably should know that the physical, emotional or mental state of the subject of the solicitation is such that the person could not exercise reasonable judgment in employing a lawyer;
(b) the person who is the subject of the solicitation has made known to the lawyer a desire not to be solicited by the lawyer; or
(c) the solicitation involves coercion, duress or harassment.

A lawyer shall not by in-person, live telephone or real-time electronic contact solicit professional employment when a significant motive for the lawyer’s doing so is the lawyer’s pecuniary gain, unless the person contacted:
(1) is a lawyer; or
(2) has a family, close personal, or prior professional relationship with the lawyer.

A lawyer shall not solicit professional employment by written, recorded or electronic communication or by in-person, telephone or real-time electronic contact even when not otherwise prohibited by paragraph (a), if:
(1) the lawyer knows or reasonably should know that the physical, emotional or mental state of the target of the solicitation is such that the person could not exercise reasonable judgment in employing a lawyer;
(2) the target of the solicitation has made known to the lawyer a desire not to be solicited by the lawyer; or

(3) the solicitation involves coercion, duress or harassment.

(d) Notwithstanding the prohibitions in paragraph (a), a lawyer may participate with a prepaid or group legal service plan operated by an organization not owned or directed by the lawyer that uses in-person or telephone contact to solicit memberships or subscriptions for the plan from persons who are not known to need legal services in a particular matter covered by the plan.

The quid pro quo nature of Lawyer A’s above-described arrangement would clearly violate these provisions. On the other hand, a mere office-sharing arrangement as proposed by Lawyer B would not.

Approved by Board of Governors, June 2014.
COMMENT: For additional information on this general topic and other related subjects, see *The Ethical Oregon Lawyer* § 2.4-4 (marketing, public relations, and public education programs), § 2.6-4 to § 2.6-5 (third-party employment recommendations and lawyer-referral services) (OSB Legal Pubs 2015); *Restatement (Third) of the Law Governing Lawyers* § 10 (2000) (updated supplemented periodically); and ABA Model RPC 5.4.
FORMAL OPINION NO 2005-3
[REVISED 2014]

Information about Legal Services:
Disseminating Information through the Media or through Speeches

Facts:
Lawyer is asked to do the following:
(1) Write a column on legal matters for a local newspaper;
(2) Answer legal questions sent in by readers of the newspaper;
(3) Engage in the same types of conduct in a radio or television format; and
(4) Speak to community groups, church groups, and the like on legal matters.

Question:
Is the above-described conduct consistent with rules of professional conduct on providing information on legal services?1

Conclusion:
Yes, qualified.

Discussion:
There is no suggestion in the foregoing facts that Lawyer or others acting on Lawyer’s behalf intend to make any false or misleading communications about Lawyer or Lawyer’s services within the meaning

1 This opinion assumes that no lawyer-client relationship is created by these activities. Cf. In re Weidner, 310 Or 757, 801 P2d 828 (1990).
of Oregon RPC 7.1. See also Oregon RPC 8.4(a)(3) (prohibiting “conduct involving dishonesty, fraud, deceit or misrepresentation”).

There also is no suggestion that Lawyer is paying for the privilege of being permitted to engage in the foregoing activities or that Lawyer’s legal services are being improperly advertised. Cf. Oregon RPC 7.2(b); Oregon RPC 7.3(e).

Oregon RPC 7.1 provides:

A lawyer shall not make a false or misleading communication about the lawyer or the lawyer’s services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading.

Oregon RPC 7.2(b) provides:

A lawyer shall not give anything of value to a person for recommending the lawyer’s services except that a lawyer may

1. pay the reasonable costs of advertisements or communications permitted by this Rule;

2. pay the usual charges of a legal service plan or a not-for-profit lawyer referral service; and

3. pay for a law practice in accordance with Rule 1.17.

Oregon RPC 7.3(e) provides, in part:

Every written, recorded or electronic communication from a lawyer soliciting professional employment from anyone known to be in need of legal services in a particular matter shall include the words “Advertising Material” on the outside of the envelope, if any, and at the beginning and ending of any recorded or electronic communication, ...

COMMENT: For additional information on this general topic and other related subjects, see The Ethical Oregon Lawyer §2.4-2 to §2.4-4 (public relations and public educational programs/advertising), §2.6-3 (personal contact with prospective clients) (OSB Legal Pubs 2015); Geoffrey C. Hazard, Jr., W. William Hodes & Peter R. Jarvis, 2 The Law of Lawyering chs 58–60 (4th ed 2015) (supplemented periodically); and ABA Model RPC 7.1–7.3.
Approved by Board of Governors, June 2014.
FORMAL OPINION NO 2005-35
[REVISED 2015]

Information about Legal Services:
Greeting Cards and Open House

Facts:

Lawyer A would like to send greeting cards or letters to Lawyer A’s current and former clients, thanking them for employing Lawyer A.

Lawyer B would like to send greeting cards or letters to people who have referred clients to Lawyer B, in which Lawyer B would thank them for doing so.

Lawyer C would like to hold an open house, and invite both current and former clients and nonclients.

Questions:

1. Is the proposed conduct of Lawyer A ethical?
2. Is the proposed conduct of Lawyer B ethical?
3. Is the proposed conduct of Lawyer C ethical?

Conclusions:

1. Yes, qualified.
2. Yes, qualified.
3. Yes, qualified.

Discussion:

The proposed conduct of Lawyer A and Lawyer B is constitutionally protected. See, e.g., Shapero v. Kentucky Bar Ass’n, 486 US 466, 108 S Ct 1916, 100 L Ed 2d 475 (1988). Thus, no rule of professional conduct could prohibit this conduct unless the conduct was ancillary to some independent act of wrongdoing, such as improper in-person solicitation or making misrepresentations about a lawyer’s services. Cf. OSB Formal Ethics Op No 2005-3 (rev 2014); OSB Formal Ethics Op No 2005-2 (rev 2014).
Given the nature of the proposed communications, we also do not believe that Lawyer A or Lawyer B must take any special steps to identify or treat the thank-you notes as advertisements or to treat the notes as unsolicited communications about the lawyers’ services as a solicitation of employment within the meaning of Oregon RPC 7.2(a), (c), or Oregon RPC 7.3(a).1

The question relating to Lawyer C is arguably somewhat more difficult because the open house could give rise to situations involving improper in-person solicitation within the meaning of Oregon RPC 7.3(a).2

---

1 Oregon RPC 7.2(a) and (c) provide:

(a) Subject to the requirements of Rules 7.1 and 7.3, a lawyer may advertise services through written, recorded or electronic communication, including public media.

. . . .

(c) Any communication made pursuant to this rule shall include the name and office address contact information of at least one lawyer or law firm responsible for its content.

2 Oregon RPC 7.3(a) provides:

A lawyer shall not solicit professional employment by any means when:

(a) the lawyer knows or reasonably should know that the physical, emotional or mental state of the subject of the solicitation is such that the person could not exercise reasonable judgment in employing a lawyer;

(b) the subject of the solicitation has made known to the lawyer a desire not to be solicited by the lawyer; or

(c) the solicitation involves coercion, duress or harassment. A lawyer shall not by in-person, live telephone or real-time electronic contact solicit professional employment when a significant motive for the lawyer’s doing so is the lawyer’s pecuniary gain, unless the person contacted:

———(1)——— is a lawyer; or
If such situations arise, Lawyer C must be careful to avoid any means of solicitation that would violate Oregon RPC 7.3. The fact that improper in-person solicitation could theoretically occur is not sufficient by itself, however, to prohibit Lawyer C from sending the invitations or holding the party. Cf. In re Blaylock, 328 Or 409, 978 P2d 381 (1999) (lawyer must act intentionally to violate former DR 2-104(a)).

Approved by Board of Governors, February 2015.
COMMENT: For additional information on this general topic and related subjects, see *The Ethical Oregon Lawyer* § 2.4-4 (public relations) 2.4-3 (direct-mail and electronic-mail advertising), § 2.6-1 to § 2.6-6 (in-person, telephone, and real-time solicitation) (OSB Legal Pubs 2015); and ABA Model RPC 7.1–7.3. *See also* OSB Formal Ethics Op No 2005-70 (rev 2015); OSB Formal Ethics Op No 2005-79 (rev 2014); OSB Formal Ethics Op No 2005-100 (rev 2014); OSB Formal Ethics Op No 2005-106 (rev 2016); OSB Formal Ethics Op No 2005-127 (rev 2015).
FORMAL OPINION NO 2005-73
[REVISED 2016]

Information about Legal Services:
Acceptance of Referrals

Facts:

Lawyer is social friends with X, is known to Y as a competent professional, and has a lawyer-client relationship with Z. Lawyer is aware that, from time to time, X, Y, and Z may refer potential clients to Lawyer. Although Lawyer has thanked X, Y, and Z for doing so, Lawyer has not compensated X, Y, or Z for their referrals and has not affirmatively requested that future referrals be made. Lawyer would like to send a small gift to X, Y, and Z after learning about the referrals as a token of appreciation.

Question:

1. May Lawyer accept future referrals from X, Y, and Z?
2. May Lawyer send a small gift to X, Y, and Z as a token of appreciation?

Conclusion:

1. Yes.
2. Yes, qualified.

Discussion:

Oregon RPC 7.2 provides, in pertinent part:

(a) Subject to the requirements of Rules 7.1 and 7.3, a lawyer may advertise services through written, recorded or electronic communication, including public media.

(b) A lawyer shall not give anything of value to a person for recommending the lawyer’s services except that a lawyer may

(1) pay the reasonable costs of advertisements or communications permitted by this Rule;

2016 Revision
Formal Opinion No 2005-73

(2) pay the usual charges of a legal service plan or a not-for-profit lawyer referral service; and

(3) pay for a law practice in accordance with Rule 1.17.

On the facts as presented, there does not appear to be a violation of any Oregon RPC by accepting referrals, so Lawyer may continue to accept the referrals. See also OSB Formal Ethics Op No 2005-35 (rev 2015).

Lawyer also may provide de minimis gifts in the ordinary course of social or business hospitality as long as the proposed gifts are not payments in exchange for X, Y, or Z recommending the Lawyer’s services.1 Lawyer should therefore be careful to not run afoul of the rule by providing something of value in exchange for the referral. When the intent is not compensation for the referral, it does not violate the rule.

Approved by Board of Governors, June 2016.

1 See, e.g., Arizona Ethics Op No 02-01; Philadelphia Ethics Op No 93-26. Lawyer should be advised that many other states prohibit an attorney from giving any gift to a person in exchange for a client referral, no matter how de minimis. See, e.g., Connecticut Informal Op No 92-24 (noting lawyer could not discount services as compensation for clients for referring another client); Rhode Island Op No 89-05 (May 29, 1989) (noting gift of less than $100 ran afoul of the rule against giving anything of value for recommending a lawyer’s services); Alabama Formal Op No 1999-01 (prohibiting attorney from paying another attorney’s advertising expenses in exchange for receiving referrals).

COMMENT: For additional information on this general topic and other related subjects, see The Ethical Oregon Lawyer § 2.6-4 (limitations on obtaining employment through the recommendation of a third party), § 2.6-5 (lawyer-referral services, prepaid legal-services plans, and legal-services organizations), § 13.2-1(d) (group legal plans) (OSB Legal Pubs 2015); Restatement (Third) of the Law Governing Lawyers § 47 (2000) (supplemented periodically); and ABA Model RPC 7.2.
FORMAL OPINION NO 2005-79
[REVISED 2014]

Information about Legal Services:
Providing Legal Services to Church Members
or on Behalf of Church-Related Causes

Facts:

Lawyer is asked to enter into a prepaid legal-services plan to be organized by Church, which Church would make available to its members. The plan will be in full compliance with the applicable statutes set forth in ORS 750.505 to 750.715.

Lawyer is also asked by Church to undertake various representations on behalf of non-Church members in support of issues of interest to Church (e.g., helping to assure that adequate housing and medical services are made available to elderly people). In performing the latter work, Lawyer may be asked to contact potential clients in person or by telephone.

Questions:

1. May Lawyer enter into a prepaid legal-services plan paid for and organized by Church, where lawyer would represent members of Church?

2. May lawyer contact non-Church members as potential clients at the request of Church?

Conclusions:

1. Yes, qualified.

2. Yes, qualified.

Discussion:

1. Prepaid Legal-Services Plan

Oregon RPC 7.2 provides, in relevant part:

   (b) A lawyer shall not give anything of value to a person for recommending the lawyer’s services except that a lawyer may
Formal Opinion No 2005-79

....

(2) pay the usual charges of a legal service plan....

In addition, Oregon RPC 7.3(d) provides:

(d) Notwithstanding the prohibitions in paragraph (a), a lawyer may participate with a prepaid or group legal service plan operated by an organization not owned or directed by the lawyer that uses in-person or telephone contact to solicit memberships or subscriptions for the plan from persons who are not known to need legal services in a particular matter covered by the plan.

Lawyer should be mindful of other potential ethical issues that may arise from representing clients through a prepaid legal-services plan. Oregon RPC 1.8(f) provides

(f) A lawyer shall not accept compensation for representing a client from one other than the client unless:

(1) the client gives informed consent;
(2) there is no interference with the lawyer’s independence of professional judgment or with the client-lawyer relationship; and
(3) information related to the representation of a client is protected as required by Rule 1.6.

Oregon RPC 5.4(c) further notes that Lawyer’s professional judgment should not be directed or regulated by Church in his or her representation of clients. It provides

(c) A lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer’s professional judgment in rendering such legal services.

As long as the requirements of Oregon RPC 1.8(f) and Oregon RPC 5.4(c) are met, Lawyer may be paid by Church for representing clients other than Church.

Lawyer should also be careful not to assist a nonlawyer with the unlawful practice of law. Oregon RPC 5.5(a) provides:

(a) A lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.
ORS 9.160(1) provides that “a person may not practice law in this state, or represent that the person is qualified to practice law in this state, unless the person is an active member of the Oregon State Bar.”

2. **Contact of Nonmembers of Church**

Under Oregon RPC 7.3(a), in-person or live telephone solicitation of potential clients is generally prohibited. Oregon RPC 7.3(a) states:

(a) A lawyer shall not by in-person, live telephone or real-time electronic contact solicit professional employment when a significant motive for the lawyer’s doing so is the lawyer’s pecuniary gain, unless the person contacted:

   (1) is a lawyer; or

   (2) has a family, close personal, or prior professional relationship with the lawyer.

However, Oregon RPC 7.3(d) provides an exception to Oregon RPC 7.3(a). Oregon RPC 7.3(d) states

(d) Notwithstanding the prohibitions in paragraph (a), a lawyer may participate with a prepaid or group legal service plan operated by an organization not owned or directed by the lawyer that uses in-person or telephone contact to solicit memberships or subscriptions for the plan from persons who are not known to need legal services in a particular matter covered by the plan.

Oregon RPC 7.3 states:

A lawyer shall not solicit professional employment by any means when:

(a) the lawyer knows or reasonably should know that the physical, emotional or mental state of the subject of the solicitation is such that the person could not exercise reasonable judgment in employing a lawyer;

(b) the person who is the subject of the solicitation has made known to the lawyer a desire not to be solicited by the lawyer; or

(c) the solicitation involves coercion, duress or harassment.

Nothing in the Oregon Rules of Professional Conduct would prevent Lawyer from soliciting employment from non-members, provided Lawyer...
Formal Opinion No 2005-79

does not employ any of the means prohibited by Oregon RPC 7.3. It does not matter whether a solicitation is made by in-person, telephonic, or other means—all methods of solicitation are governed by the same limitations listed above.

Of course, Lawyer’s communications with any non-members about his services must also comply with Oregon RPC 7.1, which provides:

A lawyer shall not make a false or misleading communication about the lawyer or the lawyer’s services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading.

In addition, Lawyer’s communications with non-members would be subject to Oregon RPC 7.2 to the extent Lawyer advertises his services via a written, recorded, or electronic communication.

The language of Oregon RPC 7.3(d) generally appears to permit personal contacts in the types of representations at issue. The ability to engage in personal contact is limited, however, by Oregon RPC 7.3(b):

(b) A lawyer shall not solicit professional employment by written, recorded or electronic communication or by in-person, telephonic or real-time electronic contact even when not otherwise prohibited by paragraph (a), if:

(1) the lawyer knows or reasonably should know that the physical, emotional or mental state of the target of the solicitation is such that the person could not exercise reasonable judgment in employing a lawyer;

1 Oregon RPC 7.2 provides, in part:

(a) Subject to the requirements of Rules 7.1 and 7.3, a lawyer may advertise services through written, recorded or electronic communication, including public media.

(b) Any communication made pursuant to this rule shall include the name and contact information of at least one lawyer or law firm responsible for its content.
(2) the target of the solicitation has made known to the lawyer a desire not to be solicited by the lawyer; or
(3) the solicitation involves coercion, duress or harassment.

Approved by Board of Governors, June 2014.

COMMENT: For additional information on this general topic and other related subjects, see *The Ethical Oregon Lawyer* § 2.4-2 (regulation of time, place, and manner of lawyer advertising), § 2.6-3 (limitations on personal contact with a prospective client), § 2.6-5 (lawyer-referral services, prepaid legal-services plans, and legal-services organizations), § 3.5-3 (payment of fees by nonclients) (OSB Legal Pubs 2015); *Restatement (Third) of the Law Governing Lawyers* § 134 (2000) (supplemented periodically); ABA Model RPC 1.8(f); ABA Model RPC 5.4(c); ABA Model RPC 7.2; and ABA Model RPC 7.3(b) and (d). *See also* Washington Advisory Op No 1447 (1992); and Washington Advisory Op No 1508 (1992) (Washington advisory opinions are available at <www.wsba.org/resources-and-services/ethics/advisory-opinions>).

---

Formal Opinion No 2005-79

(2) the target of the solicitation has made known to the lawyer a desire not to be solicited by the lawyer; or
(3) the solicitation involves coercion, duress or harassment.

Approved by Board of Governors, June 2014.
FORMAL OPINION NO 2005-100
[REVISED 2014]

Information about Legal Services:
Initiating Contact with Lawyer-Referral Service Clients

Facts:

Lawyer A receives the name and address of Client A from the Oregon State Bar Lawyer Referral Service. Client A fails to contact Lawyer A and Lawyer A would like to initiate contact with Client A.

Lawyer B is initially consulted by Client B. When Client B fails to contact Lawyer B again after the initial consultation, Lawyer B would like to contact Client B.

Questions:

1. May Lawyer A initiate contact with Client A?
2. May Lawyer B initiate contact with Client B?

Conclusions:

1. Yes, qualified.
2. Yes, qualified.

Discussion:

Oregon RPC 7.1 provides:

A lawyer shall not make a false or misleading communication about the lawyer or the lawyer’s services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading.

Oregon RPC 7.3 provides, in pertinent part:

(a) A lawyer shall not by in-person, live telephone or real-time electronic contact solicit professional employment when a significant motive for the lawyer’s doing so is the lawyer’s pecuniary gain, unless the person contacted:
Formal Opinion No 2005-100

(a) A lawyer shall not solicit professional employment by written, recorded or electronic communication or by in-person, telephone or real-time electronic contact even when not otherwise prohibited by paragraph (a), if:

(1) the lawyer knows or reasonably should know that the physical, emotional or mental state of the target of the solicitation is such that the person could not exercise reasonable judgment in employing a lawyer;

(2) the target of the solicitation has made known to the lawyer a desire not to be solicited by the lawyer; or

(3) the solicitation involves coercion, duress or harassment.

(b) Every written, recorded or electronic communication from a lawyer soliciting professional employment from anyone known to be in need of legal services in a particular matter shall include the words “Advertising Material” on the outside envelope, if any, and at the beginning and ending of any recorded or electronic communication, unless the recipient of the communication is a person specified in paragraph (a).

Because Lawyer A has no family, close personal, or prior professional relationship with Client A, Oregon RPC 7.3(a) prohibits Lawyer A from initiating personal or telephone contact with potential Client A. Lawyer A may, however, communicate with Client A in writing. As long as the requirements of Oregon RPC 7.1 and Oregon RPC 7.3 are complied with, including the requirement that written communications be labeled “Advertising Material” pursuant to Oregon RPC 7.3(c), Lawyer A’s contact would be ethical.

The difference between Lawyer A’s situation and Lawyer B’s situation is that Client B has met with Lawyer B. This constitutes a prior professional relationship within the meaning of Oregon RPC 7.3(a)(2). In-person or telephone contact, as well as written contact, is permissible...
under Oregon RPC 7.3(a) unless one of the exceptions set forth in Oregon RPC 7.3(b) applies.

Approved by Board of Governors, June 2014.

COMMENT: For additional information on this general topic and other related sources, see *The Ethical Oregon Lawyer* § 2.4 to § 2.4-3 (advertising), § 2.6-1 to § 2.6-3 (in-person, telephone, and real-time solicitation), § 2.6-5 (lawyer-referral services, prepaid legal-services plans, and legal-services organizations) (OSB Legal Pubs 2015); and ABA Model RPC 7.1–7.3.

*2016 Revision*
FORMAL OPINION NO 2005-112
[REVISED 2014]

Information about Legal Services:
Distribution of Brochure by Welcoming Program and
Participation in Health Club Services Program

Facts:

Law Firm is marketing its services in part through distribution of its brochure by a welcoming program and in part through participation in a health club services program.

The welcoming program distributes materials from businesses to executives and professionals who are new to the community. The materials distributed include information about the community, a business card folder containing cards of sponsors, and a bound book containing profiles and illustrations of civic, professional, and business leaders in the community. Although Law Firm would be designated as a sponsor of the welcoming program, Law Firm would not have its business card included in the business card folder for distribution with those of other sponsors. Instead, Law Firm’s participation would be limited to a one-page profile in the bound book, which includes profiles of health care professionals, banks, real estate companies, restaurants, hotels, and the like. Law Firm would be the only lawyer-participant in the program and would pay a fee to participate. The welcoming program is not operated primarily for the purpose of procuring legal work or other financial benefits for Law Firm.

As part of its membership services, a health club provides its members certain benefits from lawyers such as free initial consultations, free consultations regarding wills, and discounted fees on certain types of legal work. The health club views these services not only as beneficial to its existing members but also as an inducement to secure future members. Law Firm’s participation in the health club’s services program would be through being included on a list of merchants and professionals providing similar introductory discounts or through the use of a coupon entitling the recipient to one of the above-mentioned services at no cost. The health club
would receive no financial reward for providing Law Firm’s name to its members.

**Question:**

1. May Law Firm participate in the welcoming program?
2. May Law Firm participate as a member of the health club services program through which legal services are advertised?

**Conclusion:**

1. Yes.
2. Yes, qualified

**Discussion:**

1. *Welcoming Program.*

Oregon RPC 7.2(a) provides that “[s]ubject to the requirements of Rules 7.1 and 7.3, a lawyer may advertise services through written, recorded or electronic communication, including public media.” Here, the materials provided under the welcoming program are printed, and therefore allowed under Oregon RPC 7.2(a).

Oregon RPC 7.1 provides:

A lawyer shall not make a false or misleading communication about the lawyer or the lawyer’s services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading.

As long as the Law Firm profile included in the welcoming program is truthful and not misleading, Law Firm’s participation in the welcoming program would not violate Oregon RPC 7.1.

Oregon RPC 7.3 applies when the lawyer seeks to solicit professional employment. Here, as the welcoming program is not operated for the purposes of procuring legal work or other financial benefits, the requirements of Oregon RPC 7.3 are not applicable.
Assuming that the welcoming program’s role is merely publicizing the availability of the legal services, as opposed to recommending the Law Firm, Oregon RPC 7.2(b) would also permit such activity.


The health club services actively recommends Law Firm for its services. Oregon RPC 7.2 governs lawyer recommendations, and provides, in pertinent part:

(b) A lawyer shall not give anything of value to a person for recommending the lawyer’s services except that a lawyer may

(1) pay the reasonable costs of advertisements or communications permitted by this Rule;

(2) pay the usual charges of a legal service plan or a not-for-profit lawyer referral service; and

(3) pay for a law practice in accordance with Rule 1.17.

Under the health club services program, there is no fee or other compensation paid by Law Firm to the club for the advertising service. However, by the use of Law Firm’s name, by the existence of Law Firm’s prestige and goodwill in the community, by the fact of Law Firm’s participation in the plan, and by Law Firm’s offer of discounted legal services to club members, Law Firm is effectively providing the health club with a potentially valuable endorsement and with an exclusive benefit that the club may pass on to its members. The health club is placed in the position of being a third-party beneficiary when new members are persuaded to join due to the benefits offered by the availability of promotional discounts. A quantification of the value of the benefit to the club and a comparison of advertising costs to that benefit as measured against a standard of reasonableness should be analyzed. The value bestowed on the club by Law Firm must not exceed the reasonable cost of the advertising. If the value does not exceed the reasonable cost of the advertising, Oregon RPC 7.2 is not violated.
COMMENT: For additional information on this general topic and other related subjects, see The Ethical Oregon Lawyer § 2.4 to § 2.4-1(a) (advertising), § 2.4-1(d) (restriction aimed at media advertising), § 2.4-2 (regulation of time, place, and manner of advertising), § 2.4-4 (marketing and public relations), § 2.4-5(a) to § 2.4-5(c) (Idaho, Washington, and Utah laws on advertising), § 2.6-4 (limitations on obtaining employment through third-party recommendations), § 2.6-5 (lawyer-referral services) (OSB Legal Pubs 2015); ABA Model RPC 7.1–7.2; and ABA Model RPC 8.4(c).
FORMAL OPINION NO 2005-127
[REVISED 2015]

Information about Legal Services:
Writing to Accident Victims

Facts:

Law Firm, which restricts its practice to personal-injury and product-liability cases, proposes to prepare a letter or pamphlet that would invite the reader to call and schedule a consultation to discuss possible claims relating to recent personal injuries. The letter or pamphlet would be mailed to the home address of persons injured in accidents reported in local newspapers.

Question:

Is it permissible for Law Firm to prepare and distribute a letter or pamphlet in the manner described above?

Conclusion:

Yes, qualified.

Discussion:

Oregon RPC 7.3 provides:

(a) A lawyer shall not by in-person, live telephone or real-time electronic contact solicit professional employment when a significant motive for the lawyer’s doing so is the lawyer’s pecuniary gain, unless the person contacted:

(1) is a lawyer; or

(2) has a family, close personal, or prior professional relationship with the lawyer.

(b) A lawyer shall not solicit professional employment by written, recorded or electronic communication or by in-person, telephone or real-time electronic contact even when not otherwise prohibited by paragraph (a), if:

2016 Revision
Formal Opinion No 2005-127

(1) the lawyer knows or reasonably should know that the physical, emotional or mental state of the target of the solicitation is such that the person could not exercise reasonable judgment in employing a lawyer;

(2) the target of the solicitation has made known to the lawyer a desire not to be solicited by the lawyer; or

(3) the solicitation involves coercion, duress or harassment.

(c) Every written, recorded or electronic communication from a lawyer soliciting professional employment from anyone known to be in need of legal services in a particular matter shall include the words “Advertising Material” on the outside of the envelope, if any, and at the beginning and ending of any recorded or electronic communication, unless the recipient of the communication is a person specified in paragraph (a).

(d) Notwithstanding the prohibitions in paragraph (a), a lawyer may participate with a prepaid or group legal service plan operated by an organization not owned or directed by the lawyer that uses in-person or telephone contact to solicit memberships or subscriptions for the plan from persons who are not known to need legal services in a particular matter covered by the plan.

ORS 9.510 provides:

No attorney shall solicit business at factories, mills, hospitals or other places, or retain members of a firm or runners or solicitors for the purpose of obtaining business on account of personal injuries to any person, or for the purpose of bringing damage suits on account of personal injuries.

Oregon RPC 7.3(a) does not prohibit the proposed mailing because the rule does not apply to written letters or pamphlets. In most instances, the mere fact that someone has been in an accident would not cause the law firm to run afoul of Oregon RPC 7.3(b). The law firm should, however, carefully review the available information about a proposed recipient in order to assess the potential applicability of Oregon RPC 7.3(b) before sending the letter or pamphlet. Cf. Oregon RPC 1.0(h); In re Johnson, 300 Or 52, 707 P2d 573 (1985) (for conflict-of-interest purposes, lawyers are deemed to know what reasonable inquiry under circumstances would disclose). As is clear from the language of Oregon RPC 7.3(c), the

Commented [LJ 1]: Needs reviewing in light of 2018 amendments to 7.3. I merely removed the subsections.
“Advertising Material” requirement applies when a letter or pamphlet is sent to potential clients known to need legal services in a particular matter. Thus, the “Advertising Material” requirement applies in this case. By contrast, it does not apply when sending newsletters and other general information pieces, even though sent to targeted recipients.

If ORS 9.510 were deemed to include written as well as in-person contacts, the statute would be unconstitutional. Targeted mailings that are truthful and not misleading constitute commercial speech that is protected by the First Amendment to the United States Constitution. Shapero v. Kentucky Bar Ass’n, 486 US 466, 108 S Ct 1916, 100 L Ed 2d 475 (1988). The application of ORS 9.510 must therefore be limited by excluding written communications therefrom. Cf. City of Portland v. Welch, 229 Or 308, 316, 364 P2d 1009, 367 P2d 403 (1961).

All communications about Law Firm’s services are subject to Oregon RPC 7.1:

A lawyer shall not make a false or misleading communication about the lawyer or the lawyer’s services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading.

See also Oregon RPC 8.4(a)(3) (prohibiting “conduct involving dishonesty, fraud, deceit or misrepresentation”). If the letters with pamphlets comply with limitations in these sections, they are permissible.

Approved by Board of Governors, February 2015.
FORMAL OPINION NO 2005-129
[REVISED 2014]

Competent Representation,
Information Relating to the Representation of a Client:
Responsibilities on Death of a Sole Practitioner

Facts:

Lawyer is a sole practitioner with no partners, associates, or employees. Lawyer’s files contain information relating to the representation of clients.

Questions:

1. Must Lawyer take steps to safeguard the interests of Lawyer’s clients, and the information relating to their representations, if Lawyer dies or is disabled?

2. If Lawyer makes arrangements for a successor lawyer to disburse his or her files if Lawyer dies or becomes disabled, what steps must or may the successor lawyer undertake?

Conclusions:

1. See discussion.

2. See discussion.

Discussion:

Oregon RPC 1.1 provides:

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

Oregon RPC 1.6(a) provides:

A lawyer shall not reveal information relating to the representation of a client unless the client gives informed consent, the
disclosure is impliedly authorized in order to carry out the representa-
tion or the disclosure is permitted by paragraph (b).1

1 Oregon RPC 1.6(b) provides:

A lawyer may reveal information relating to the representation of a client to the extent the lawyer reasonably believes necessary:

(1) to disclose the intention of the lawyer’s client to commit a crime and the information necessary to prevent the crime;

(2) to prevent reasonably certain death or substantial bodily harm;

(3) to secure legal advice about the lawyer’s compliance with these Rules;

(4) to establish a claim or defense on behalf of the lawyer in a controversy between the lawyer and the client, to establish a defense to a criminal charge or civil claim against the lawyer based upon conduct in which the client was involved, or to respond to allegations in any proceeding concerning the lawyer’s representation of the client;

(5) to comply with other law, court order, or as permitted by these Rules; or

(6) in connection with the sale of a law practice under Rule 1.17 or to detect and resolve conflicts of interest arising from the lawyer’s change of employment or from changes in the composition or ownership of a firm. In those circumstances, a lawyer may disclose with respect to each affected client the client’s identity, the identities of any adverse parties, the nature and extent of the legal services involved, and fee and payment information, but only if the information revealed would not compromise the attorney-client privilege or otherwise prejudice any of the clients. The lawyer or lawyers receiving the information shall have the same responsibilities as the disclosing lawyer to preserve the information regardless of the outcome of the contemplated transaction.

(7) to comply with the terms of a diversion agreement, probation, conditional reinstatement or conditional admission pursuant to BR 2.10, BR 6.2, BR 8.7 or Rule for Admission Rule 6.15. A lawyer serving as a monitor of another lawyer on diversion, probation, conditional reinstatement or conditional admission shall have the same responsibilities as the monitored lawyer to preserve information relating to the representation of the monitored lawyer’s clients, except to the extent reasonably necessary to carry out the monitoring lawyer’s responsibilities under the terms of the diversion, probation, conditional
ORS 9.705 to 9.755 set forth a statutory scheme pursuant to which a nonperforming lawyer’s law practice may be placed under the jurisdiction of the court and steps taken to protect the interests of the nonperforming lawyer’s clients. For a lawyer who has no partners, associates, or employees, however, there could well be a significant lapse of time after the lawyer’s death or disability during which the lawyer’s telephone would go unanswered, mail would be unopened, deadlines would not be met, and the like.

The duty of competent representation includes, at a minimum, making sure that someone will step in to avoid client prejudice in such

reinstatement or conditional admission and in any proceeding relating thereto.

(c) A lawyer shall make reasonable efforts to prevent the inadvertent or unauthorized disclosure of, or unauthorized access to, information relating to the representation of a client.

See also Oregon RPC 5.3:

With respect to a nonlawyer employed or retained, supervised or directed by a lawyer:

(a) a lawyer having direct supervisory authority over the nonlawyer shall make reasonable efforts to ensure that the person’s conduct is compatible with the professional obligations of the lawyer; and

(b) except as provided by Rule 8.4(b), a lawyer shall be responsible for conduct of such a person that would be a violation of the Rules of Professional Conduct if engaged in by a lawyer if:

(1) the lawyer orders or, with the knowledge of the specific conduct, ratifies the conduct involved; or

(2) the lawyer is a partner or has comparable managerial authority in the law firm in which the person is employed, or has direct supervisory authority over the person, and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.
circumstances. The person may, but need not, be a lawyer. Depending on the circumstances, it may be sufficient to instruct the person that if the lawyer dies or becomes disabled, the person should contact the presiding judge of the county circuit court so that the procedure set forth in ORS 9.705 to 9.755 can be commenced. The person also should be instructed, however, about the lawyer’s duties to protect information relating to the representation of a client pursuant to Oregon RPC 1.6. Cf. OSB Formal Ethics Op No 2005-50 (rev 2014); OSB Formal Ethics Op No 2005-44; OSB Formal Ethics Op No 2005-23 (rev 2014).

A lawyer may, however, go further than this and may specifically arrange for another lawyer to come in and disburse the lawyer’s files if the lawyer dies or becomes disabled. Nothing in ORS 9.705 to 9.755 makes it the exclusive means of handling such circumstances. Like a court-appointed custodial lawyer, a voluntary lawyer must be mindful of the need to protect the client’s confidential information. Also like a court-appointed custodial lawyer, the voluntary lawyer must promptly inform the clients of the sole practitioner that the voluntary lawyer has possession of the client’s files and must inquire what the clients wish the voluntary lawyer to do with the files. Unlike the court-appointed custodial lawyer, however, the voluntary lawyer may offer in writing to take over the work of the lawyer’s clients, if the voluntary lawyer complies with Oregon RPC 7.3 on solicitation of clients. Cf. ORS 9.730; OSB Formal Ethics Op No 2005-127 (rev 2015).

There may be circumstances, however, in which the lawyer must do more. This would be true if, for example, a client were to request that particular steps be taken. It would also be true if the lawyer learns in advance that he or she would be able to continue practicing law for only a limited additional time. In this event, the lawyer should begin the process of notifying the lawyer’s clients as soon as possible to inquire how each client wishes to have his or her files handled.

The voluntary lawyer could not do so if, for example, the voluntary lawyer is not qualified to handle the work in question or if doing so would create conflict-of-interest problems under Oregon RPC 1.7. Cf. Oregon RPC 1.1; OSB Formal Ethics Op No 2005-119; OSB Formal Ethics Op No 2005-110. With regard to the sale of a law practice, see Oregon RPC 1.17.
FORMAL OPINION NO. 2005-129

Approved by Board of Governors, April 2014.

COMMENT: For additional information on this general topic and other related subjects, see The Ethical Oregon Lawyer § 7.2 to § 7.2-8 (competence) (OSB Legal Pubs 2015); Restatement (Third) of the Law Governing Lawyers §§ 16, 59–60 (2000) (supplemented periodically); ABA Model RPC 1.1; and ABA Model RPC 1.6.

2016 Revision
FORMAL OPINION NO 2005-130
Conflicts of Interest, Current Clients:
Plaintiff and Witness for Plaintiff

Facts:

Lawyer A filed a claim on behalf of Plaintiff for wrongful discharge, alleging mental anguish as injury. Defendant’s lawyer subpoenaed Plaintiff’s treating Psychotherapist for deposition as to Plaintiff’s mental state following her discharge from employment.¹

At the beginning of the deposition of the treating Psychotherapist, Lawyer A declared that he represented the Psychotherapist for the purpose of the deposition. Psychotherapist confirmed that the representation was arranged that morning immediately before the deposition. In the course of the deposition, Lawyer A objects to leading questions and instructs Psychotherapist not to answer certain questions.

Defendant’s lawyer convened a court hearing during the deposition on the issue of whether Psychotherapist was required to answer the questions. Lawyer A appeared as lawyer for both Plaintiff and Psychotherapist.

Question:

May Lawyer A represent Psychotherapist in the deposition while representing Plaintiff in the wrongful-termination claim?

Conclusion:

Yes, qualified.²

¹ Under OEC 504(4), the psychotherapist-patient privilege does not apply when the plaintiff puts his or her mental state in issue.

² This opinion does not address certain possible ethical violations raised by Lawyer A’s conduct that are outside the limited scope of the question considered. For example, if Lawyer A contacted Psychotherapist for the purpose of obtaining professional employment, Lawyer A would be prohibited from using any means of solicitation prohibited by Oregon RPC 7.3. In addition, Lawyer A’s instructions to
Discussion:

If Lawyer A represents Plaintiff with respect to the wrongful-discharge claim and Psychotherapist with respect to the deposition, both individuals will be current clients of Lawyer A. The issue, then, is whether the simultaneous representation of them creates a conflict of interest in violation of Oregon RPC 1.7:

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a current conflict of interest. A current conflict of interest exists if:

(1) the representation of one client will be directly adverse to another client;

(2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer’s responsibilities to another client, a former client or a third person or by a personal interest of the lawyer; or

(3) the lawyer is related to another lawyer, as parent, child, sibling, spouse or domestic partner, in a matter adverse to a person whom the lawyer knows is represented by the other lawyer in the same matter.

(b) Notwithstanding the existence of a current conflict of interest under paragraph (a), a lawyer may represent a client if:

Psychotherapist not to answer certain questions may not have been permissible under the Oregon Rules of Civil Procedure. If so, such instruction may have violated Oregon RPC 3.4(a), which prohibits obstructing access to evidence, or Oregon RPC 8.4(a)(4), which prohibits conduct prejudicial to the administration of justice. In addition, if Plaintiff is paying the cost of Lawyer A’s representation of Psychotherapist, Lawyer A may not accept such compensation without the consent of Psychotherapist after full disclosure pursuant to Oregon RPC 1.8(f). Last, if Lawyer A had an impermissible purpose for entering into a lawyer-client relationship with Psychotherapist, that representation might violate Oregon RPC 4.4(a).
(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law;

(3) the representation does not obligate the lawyer to contend for something on behalf of one client that the lawyer has a duty to oppose on behalf of another client; and

(4) each affected client gives informed consent, confirmed in writing.

Oregon RPC 1.0(b) and (g) provide:

(b) “Confirmed in writing,” when used in reference to the informed consent of a person, denotes informed consent that is given in writing by the person or a writing that a lawyer promptly transmits to the person confirming an oral informed consent. . . . If it is not feasible to obtain or transmit the writing at the time the person gives informed consent, then the lawyer must obtain or transmit it within a reasonable time thereafter.

(g) “Informed consent” denotes the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct. When informed consent is required by these Rules to be confirmed in writing or to be given in a writing signed by the client, the lawyer shall give and the writing shall reflect a recommendation that the client seek independent legal advice to determine if consent should be given.

From the limited facts given, it does not appear that Lawyer A’s simultaneous representation of Plaintiff and Psychotherapist involves a conflict of interest. The interests of the clients are not directly adverse. In fact, the interests of Plaintiff and Psychotherapist with respect to the deposition may be aligned—both may desire that matters related to the psychotherapy not be disclosed in the deposition. Even if Psychotherapist were neutral and had no interest in avoiding testifying, the differing positions of Plaintiff and Psychotherapist as to whether Psychotherapist should testify would not be directly adverse. There is also no reason to conclude, on the facts given, that Lawyer A’s representation of either will
be materially limited by his responsibilities to anyone else. Therefore, there would be no conflict under Oregon RPC 1.7 and Lawyer A is not required to have the informed consent of either client.

The mere theoretical possibility that Lawyer A might instruct Psychotherapist not to answer questions in a manner that might expose Psychotherapist to contempt charges does not create a conflict of interest. Cf. Kidney Ass’n of Oregon, Inc. v. Ferguson, 100 Or App 523, 786 P2d 754 (1990), aff’d in part, rev’d in part on other grounds, 315 Or 135 (1992). Although Plaintiff’s interest may be in preventing adverse testimony from Psychotherapist, Lawyer A may not advance that interest by instructing Psychotherapist not to answer a permissible deposition question. See footnote 1, supra. Conversely, Lawyer A’s proper instruction to Psychotherapist not to answer an impermissible question would not expose Psychotherapist to a contempt charge. Moreover, if the circuit court ruled that Psychotherapist was required to testify, Lawyer A was precluded from instructing Psychotherapist not to testify.

It is possible that conflicts could develop after the joint representation begins. Cf. OSB Formal Ethics Op No 2005-122; OSB Formal Ethics Op No 2005-40. Suppose, for example, that Psychotherapist gives deposition testimony that is extremely detrimental to Plaintiff’s case. Lawyer A might then be in a position in which the only proper course of action would be to try to impeach Psychotherapist’s testimony at trial. If Psychotherapist is still a current client of Lawyer A at that time, it is reasonable to conclude that Lawyer A’s representation of Psychotherapist will be materially limited by Lawyer A’s responsibility to Plaintiff to impeach Psychotherapist. On the other hand, Lawyer A’s representation of Plaintiff could be materially limited if Lawyer A is unwilling to impeach his other client. In either case, Oregon RPC 1.7(a)(2) would preclude Lawyer A from continuing the representation.
of either client unless they each give their informed consent, confirmed in writing, as required by Oregon RPC 1.7(b).

Approved by Board of Governors, August 2005.

COMMENT: For additional information on this general topic and other related subjects, see The Ethical Oregon Lawyer § 10.2-2 to § 10.2-2(e)(2) (current-client conflicts) (OSB Legal Pubs 2015); Restatement (Third) of the Law Governing Lawyers §§ 121–122, 128 (2000) (supplemented periodically); and ABA Model RPC 1.7.
Information about Legal Services: Lawyer Membership in Business-Referral Clubs

Facts:
Lawyer has been asked to join the local chapter of a business and professional “networking association” (the Association). According to its published policies, the purpose of the Association is to facilitate the referral of business between members. Attendance at monthly meetings is emphasized and making referrals is a condition of maintaining membership. Members must follow up on referrals received through the Association, although the Association’s rules acknowledge that the formal standards of ethics of a profession supersede any Association rules.

Question:
May Lawyer participate in the activities of the Association?

Conclusion:
No.

Discussion:
Oregon RPC 7.2(b) provides:

(b) A lawyer shall not give anything of value to a person for recommending the lawyer’s services except that a lawyer may

(1) pay the reasonable costs of advertisements or communications permitted by this Rule;

(2) pay the usual charges of a legal service plan or a not-for-profit lawyer referral service; and

(3) pay for a law practice in accordance with Rule 1.17.

Similarly, Oregon RPC 5.4(e) provides:

A lawyer shall not refer a client to a nonlawyer with the understanding that the lawyer will receive a fee, commission, or anything of
value in exchange for the referral, but a lawyer may accept gifts in the ordinary course of social or business hospitality.

Participation in the activities of the Association in accordance with its stated policies would violate both of those rules. The stated purpose of the Association is the exchange of business referrals between members. A business referral is a thing of value. If Lawyer refers Lawyer’s clients to Association members, then in making the referrals Lawyer is giving something of value in exchange for the other member to promote, recommend, or secure Lawyer’s employment. This exchange violates Oregon RPC 7.2(b). OSB Formal Ethics Op No 2005-2 (rev 2014) similarly concludes that a lawyer cannot ethically enter into an agreement for reciprocal referrals between a lawyer and a trust company because the quid pro quo nature of the arrangement would violate this rule.

Further, if other Association members promise to refer clients to Lawyer, then Lawyer will receive something of value in exchange for making referrals of Lawyer’s clients to other nonlawyer members of the Association. This exchange violates Oregon RPC 5.4(e).1

Business development is a fact of life for modern professionals and the rules of professional conduct do not prohibit participation in groups at which lawyers can network and learn about business opportunities. The problem with participation in the Association described here is not that it, like many civic groups, limits membership to one person in an occupation or profession. The ethical prohibition is against giving or receiving reciprocal referrals. Moreover, substance must rule over form and a lawyer cannot join a group such as the Association on the premise that the rules are suspended for lawyers if, in fact, the referral requirements are a condition of membership.

---

1 This exchange of referrals is generally distinguishable from legal-service organizations and similar plans. Oregon RPC 7.2(b)(2) expressly allows a lawyer or law firm to pay the usual charges of a legal-services plan or not-for-profit lawyer-referral service. See, e.g., OSB Formal Ethics Op No 2005-79 (rev 2014); OSB Formal Ethics Op No 2005-168 (rev 2018). The Association is not one of those allowed plans or services because the Association’s referrals are not limited solely to referrals to lawyers.
Even in a group that does not require reciprocal referrals, lawyers must be careful that their follow-up on any referrals received is consistent with Oregon RPC 7.1, and the rules of professional conduct solicitation rules in Oregon RPC 7.3 (a) provides:

---

A lawyer shall not solicit professional employment by any means when:

(a) the lawyer knows or reasonably should know that the physical, emotional or mental state of the subject of the solicitation is such that the person could not exercise reasonable judgment in employing a lawyer;

(b) the person who is the subject of the solicitation has made known to the lawyer a desire not to be solicited by the lawyer; or

(c) the solicitation involves coercion, duress or harassment.

---

1 Oregon RPC 7.1 provides:

A lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading.

2 Oregon RPC 7.3 provides:

A lawyer shall not solicit professional employment by any means when:

(a) the lawyer knows or reasonably should know that the physical, emotional or mental state of the subject of the solicitation is such that the person could not exercise reasonable judgment in employing a lawyer;

(b) the person who is the subject of the solicitation has made known to the lawyer a desire not to be solicited by the lawyer; or

(c) the solicitation involves coercion, duress or harassment.

---

2016 Revision
Formal Opinion No 2005-175

(2) has a family, close personal, or prior professional relationship with the lawyer.

The Association’s activities do not fall within any of the exceptions set forth in this rule. Accordingly, even if the networking group does not require reciprocal referrals, Lawyer cannot initiate any personal follow-up on a referral except in writing, unless Lawyer knows that the person making the referral has been expressly authorized by the prospective client to have the lawyer make the personal contact. See OSB Formal Ethics Op No 2005-100 (rev 2014); In re Blaylock, 328 Or 409, 978 P2d 381 (1999) (lawyer did not initiate contact with prospective client when he acted on good-faith belief that third party was conveying prospective client’s request for contact). With regard to potential clients who are known to be in need of legal services in a particular matter, see also Oregon RPC 7.3(c) and OSB Formal Ethics Op No 2005-127 (rev 2015).

Approved by Board of Governors, April 2015.

COMMENT: For additional information on this general topic and other related subjects, see The Ethical Oregon Lawyer § 2.4-4 (marketing, public relations, and public educational programs), § 2.6-5 (lawyer-referral services, prepaid legal-services plans, and legal-services organizations), § 3.5-6(a) (payments to nonlawyers), § 13.2-2(b) (lawyers in business with nonlawyers) (OSB Legal Pubs 2015); Restatement (Third) of the Law Governing Lawyers § 9 (2000) (supplemented periodically); ABA Model RPC 5.4; and ABA Model RPC 7.2.
The ONLD Executive Committee held a telephonic meeting on September 22, and its Annual Meeting on November 1.

At the September 22 meeting, the Executive Committee approved the slate of candidates for the Executive Committee, and chose the award winners for the annual ONLD awards. It also was informed of changes to the ONLD by-laws proposed by CEO Helen Hierschbiel, based upon the year-long review, plus input by the ACDI. Despite short notice, the Executive Committee engaged in discussion over the proposed changes. However, there was insufficient time for the members to give the proposed changes the thoughtful consideration required and there is no recommendation from the ONLD at this time. Those proposed by-law changes will be evaluated by the ONLD at its January 12, 2019 meeting.

At the November 1, 2019 Annual Meeting, the ONLD elected the following Officers and Executive Committee members:

Chair: Joel Sturm
Chair-elect: Mae Lee Browning
Secretary: Yvana Mols
Treasurer: Ralph Gzik
Region 1 Representative: Sean Pank
Region 2 Representative: Erik Bonn
Region 3 Representative: Grant Elder
At Large (9): Zach Walsh
At Large (10): Yvana Mols
At Large (11): Vanessa Triplett

The Award Winners announced that evening are:

Volunteer of the Year: Robert Welsh
Member Service Award: Nyika Corbett and Vanessa Triplett
Public Service Award: Amanda Caffell
Advancing Diversity Award: Nora Broker

The Annual Meeting was held on the Portland Spirit, with 95 attendees. Award winners spoke movingly of their work. Highlights include Judge Pagan urging new lawyers to embrace the
professionalism he finds among Oregon lawyers and Nora Broker speaking powerfully about the ongoing fight for transgender equality. OSB President Vanessa Nordyke addressed the attendees and spoke about the power of young lawyers to shape the profession.

ONLD Events since the last BOG Report:

The Fourteenth Annual Pro Bono Fair was held at the World Trade Center on October 25th. In addition to a provider fair, and the Pro Bono Challenge Awards (presented by Chief Justice Martha Walters), two free CLEs were presented. One of these focused on providing services to survivors of domestic violence and was simulcast to six locations throughout the state.

On Wednesday, October 24 the ONLD held a well-attended CLE and Financial Literacy Fair, entitled Money Matters: Managing Student Loans and Making Smart Financial Decision. The event was held at and co-hosted with Lewis and Clark Law School.
Need Is Far Greater Than Legal Aid Resources

The population eligible for legal aid is large.

807,000
Estimated number of Oregonians who have family incomes at or below 125% of the Federal Poverty Income Guidelines.

Legal problems are widespread,

75.4%
of respondents live in a household that experienced a legal problem in the previous 12 months.

and people often suffer more than one problem at a time.

5.4
Average number of legal problems suffered by the typical low-income household in Oregon in the last 12 months.

Yet Oregon spends a small amount per eligible person with a legal problem.

$9.78
Estimated annual amount Oregon spends via the statutory designation per legal aid eligible person who experienced a legal problem in the last year.

The result is many people are not getting legal help,

84.2%
of people with a legal problem did not receive legal help of any kind.

28,500
people were served by legal aid statewide in 2017.

even with legal aid working hard.
The problems are big.

>50% of people with problems in most legal areas suffered very or extremely negative effects from their problems.

Some vulnerable populations suffer through even greater legal troubles.

Domestic violence and sexual assault survivors are 6.2 times more likely to be affected by homelessness.

3.0 times more likely to be affected by an employment issue.

2.1 times more likely to be affected by a rental issue.

85% of clients with safety concerns were physically safer after receiving extended help from legal aid in 2017.

When legal aid has funding, the most vulnerable are safer.

Legal aid is asking for a small increase.

$9.78 → $12.33

Effect of 3.1m per biennium increase on spending per eligible person with a legal problem.

Most information provided by the Oregon Legal Needs Study. Additional sources include American Community Survey 5-year 2016, The Lawyers’ Campaign for Equal Justice, and Combined Legal Service Provider Outcome Measures. Methodology for the Oregon Legal Needs Study: Portland State University conducted a survey to measure the legal needs of low-income Oregonians in the winter spanning from 2017 to 2018. Approximately 1,000 adults living in households below 125% of the Federal Poverty Guideline were randomly selected from high-poverty census blocks across Oregon. Aaron Roussell, Ph.D., and Amanda Hendrix, M.A., at Portland State, performed data analysis. A more complete report of findings will follow.
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: November 15-17, 2018
Memo Date: October 23, 2018
From: Public Service Advisory Committee
       Eric McClendon, Referral & Information Services Manager
       Kay Pulju, Communications & Public Services Director
Re: Refugee Civil Assistance Panel Proposal

Actions Recommended

1. Approve the creation of a pro bono panel that will provide civil assistance to refugees, asylees and immigrants.

Background

Oregon Women Lawyers and Catholic Charities representatives presented this proposal to the Public Service Advisory Committee (PSAC) at its September 2018 meeting. They asked the PSAC to recommend to the Board of Governors (BOG) the implementation of a pro bono panel to assist the refugee and immigrant communities of Oregon, which experience enormous barriers accessing justice in the state.

According to the Census Bureau’s 2017 American Community Survey (ACS), 408,718 Oregonians were foreign born, nearly 10% of Oregon’s population. These individuals often struggle to find representation due to a variety of barriers, including financial and language difficulty. The ACS found that nearly 44% of foreign-born Oregonians report not speaking English “very well”, compared to just 1% of native-born Oregonians, while 27% of foreign-born residents lack a high-school education, compared to 7% of native-born residents. These factors contribute to a higher poverty rate for foreign-born households (16% compared to 13%) and a median income that is over $7,000 less than for native-born residents ($54,000 compared to $61,000). The educational and income inequality is even greater for foreign-born non-citizens.

In addition to these barriers, asylees are often victims of abuse, and many have minor children. While immigration concerns are crucial to these individuals, they frequently face a variety of other civil concerns that are not being addressed. For example, an asylee may be the victim of domestic violence and need assistance obtaining a FAPA restraining order. Without the ability to quickly obtain legal assistance, these individuals may be at extreme risk of being further victimized and, in turn, losing their homes, jobs, or access to social supports.

After discussing the issues and current pro bono service models at OSB, the PSAC voted to approve the concept of a pro bono assistance panel and ask the BOG to expedite consideration of this proposal due to the immediate need for legal assistance in the refugee community.

---

1 U.S. Census Bureau, American Community Survey (2017), S0501.
The proposal is for a referral panel similar to the Military Assistance Panel, a pro bono project offered through RIS. It would pair immigration lawyers with lawyers in other subject matters to ensure consideration of the special legal needs of these populations. Other panel guidelines and information are as follows:

**Advisory Panel** – An Advisory Panel of experts would be tapped to conduct training sessions and build FAQ sheets for attorneys and participants.

**Screeners** – As with the other pro bono programs administered by RIS, staff would screen potential clients. RIS staff are already trained to identify potential issues and areas of law in order to create a referral. Adding this additional panel would require no additional staff and would utilize current department infrastructure.

**Volunteer Panelists** – Attorney volunteers would commit to offering up to two hours of advice and guidance. Any additional services or time would need to be negotiated between the lawyers and clients. Attorney volunteers would work in teams to communicate and advise the clients after mutual consultation. Approximately X number of attorneys have indicated they are eager to volunteer as panelists.

**Interpretation services** – Interpretation services will be available to the clients at every stage of the process.

**Areas of Law** – Based on the recommendations received by the PSAC, the following areas of law would be offered. Each referral would include one immigration attorney along with a panelist for the particular civil need identified by RIS staff.

- Landlord/tenant
- Public benefits (social services, social security, disability)
- Victims’ Rights
- Family law
- Juvenile
- Criminal defense
- Wills, estates, trusts, elder abuse
- Business and Nonprofits
- Employment

**Certified Pro Bono Status** – If the panel is approved, staff will apply to the Professional Liability Fund for certified pro bono status, allowing more attorneys to participate. Open recruitment, along with the limited scope of the volunteer commitment, have proven successful strategies for our other RIS pro bono programs.

RIS staff in consultation with PSAC will have the ability to modify the program based on experience and to be responsive to both referred individuals and attorneys feedback on the program.
### OREGON STATE BAR

**Client Security - 113**

**For the Nine Months Ending Sunday, September 30, 2018**

<table>
<thead>
<tr>
<th>Description</th>
<th>September 2018</th>
<th>YTD 2018</th>
<th>Budget 2018</th>
<th>% of Budget</th>
<th>September Prior Year</th>
<th>YTD Prior Year</th>
<th>Change v Pr Yr</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>$2,093</td>
<td>$18,547</td>
<td>$19,600</td>
<td>94.6%</td>
<td>$1,187</td>
<td>$10,536</td>
<td>76.0%</td>
</tr>
<tr>
<td>Judgments</td>
<td>(7,161)</td>
<td>39,805</td>
<td>1,000</td>
<td>3900.5%</td>
<td>90</td>
<td>539</td>
<td>7286.8%</td>
</tr>
<tr>
<td>Membership Fees</td>
<td>130</td>
<td>147,145</td>
<td>153,400</td>
<td>95.9%</td>
<td>585</td>
<td>220,357</td>
<td>(33.2%)</td>
</tr>
<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>(4,938)</td>
<td>205,497</td>
<td>174,000</td>
<td>118.1%</td>
<td>1,862</td>
<td>231,432</td>
<td>(11.2%)</td>
</tr>
<tr>
<td><strong>EXPENSEES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SALARIES &amp; BENEFITS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Salaries - Regular</td>
<td>2,056</td>
<td>23,554</td>
<td>28,900</td>
<td>81.5%</td>
<td>2,568</td>
<td>24,560</td>
<td>(4.1%)</td>
</tr>
<tr>
<td>Employee Taxes &amp; Benefits - Reg</td>
<td>317</td>
<td>5,628</td>
<td>11,800</td>
<td>47.7%</td>
<td>798</td>
<td>5,469</td>
<td>2.9%</td>
</tr>
<tr>
<td><strong>TOTAL SALARIES &amp; BENEFITS</strong></td>
<td>2,373</td>
<td>29,182</td>
<td>40,700</td>
<td>71.7%</td>
<td>3,366</td>
<td>30,029</td>
<td>(2.8%)</td>
</tr>
<tr>
<td><strong>DIRECT PROGRAM</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Claims</td>
<td>0</td>
<td>73,471</td>
<td>200,000</td>
<td>36.7%</td>
<td>10,000</td>
<td>26,429</td>
<td>178.0%</td>
</tr>
<tr>
<td>Collection Fees</td>
<td>0</td>
<td>89</td>
<td>1,000</td>
<td>8.9%</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Committees</td>
<td>0</td>
<td>57</td>
<td>150</td>
<td>38.0%</td>
<td>0</td>
<td>176</td>
<td>(67.6%)</td>
</tr>
<tr>
<td>Travel &amp; Expense</td>
<td>0</td>
<td>2,052</td>
<td>1,800</td>
<td>114.0%</td>
<td>0</td>
<td>1,204</td>
<td>70.4%</td>
</tr>
<tr>
<td><strong>EXPENSE</strong></td>
<td>0</td>
<td>75,669</td>
<td>202,950</td>
<td>37.3%</td>
<td>10,000</td>
<td>27,809</td>
<td>172.1%</td>
</tr>
<tr>
<td><strong>GENERAL &amp; ADMINISTRATIVE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Supplies</td>
<td>0</td>
<td>0</td>
<td>150</td>
<td>0.0%</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Photocopying</td>
<td>0</td>
<td>0</td>
<td>50</td>
<td>0.0%</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Postage</td>
<td>0</td>
<td>53</td>
<td>150</td>
<td>35.3%</td>
<td>7</td>
<td>81</td>
<td>(34.5%)</td>
</tr>
<tr>
<td>Professional Dues</td>
<td>0</td>
<td>200</td>
<td>200</td>
<td>100.0%</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Telephone</td>
<td>0</td>
<td>47</td>
<td>200</td>
<td>23.4%</td>
<td>0</td>
<td>47</td>
<td>(1.3%)</td>
</tr>
<tr>
<td>Training &amp; Education</td>
<td>0</td>
<td>815</td>
<td>600</td>
<td>135.8%</td>
<td>0</td>
<td>4,575</td>
<td>(82.2%)</td>
</tr>
<tr>
<td>Staff Travel &amp; Expense</td>
<td>0</td>
<td>0</td>
<td>1,169</td>
<td>0.0%</td>
<td>0</td>
<td>1,229</td>
<td>(100.0%)</td>
</tr>
<tr>
<td><strong>TOTAL G &amp; A</strong></td>
<td>0</td>
<td>1,115</td>
<td>2,519</td>
<td>44.3%</td>
<td>7</td>
<td>5,932</td>
<td>(81.2%)</td>
</tr>
<tr>
<td><strong>TOTAL EXPENSE</strong></td>
<td>2,373</td>
<td>105,966</td>
<td>246,169</td>
<td>43.0%</td>
<td>13,373</td>
<td>63,770</td>
<td>66.2%</td>
</tr>
<tr>
<td><strong>NET REVENUE (EXPENSE)</strong></td>
<td>(7,311)</td>
<td>99,531</td>
<td>(72,169)</td>
<td>#.#.#</td>
<td>(11,511)</td>
<td>167,662</td>
<td>(40.6%)</td>
</tr>
<tr>
<td>Indirect Cost Allocation</td>
<td>2,853</td>
<td>25,678</td>
<td>34,237</td>
<td>75.0%</td>
<td>2,779</td>
<td>25,012</td>
<td>2.7%</td>
</tr>
<tr>
<td><strong>NET REV (EXP) AFTER ICA</strong></td>
<td>(10,164)</td>
<td>73,853</td>
<td>(106,406)</td>
<td>(69.4%)</td>
<td>(14,290)</td>
<td>142,650</td>
<td>(48.2%)</td>
</tr>
</tbody>
</table>

**Fund Balance beginning of year**
- 1,258,377

**Ending Fund Balance**
- 1,332,229
CLAIM CLAIM
CLAIMANT
year
#

2014
2015
2016
2016
2016
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2017
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018
2018

02
39
27
36
42
02
04
05
07
08
09
10
14
15
16
17
24
25
26
28
29
31
32
33
34
36
37
38
39
40
42
43
44
45
46
47
48
69
01
02
03
04
05
06
07
08
09
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
36
37
38
39
41
42
43
44
46
47
48
49
50
51
52
53
54
55
56
59
60
61
62
63
64
65
66
67
68
70
71
72

LAWYER

Kitchen, Kimberly A.
Wood, Alan K.
Boone, Charles P
Morningstar, Jonah
Roden, Joseph (Melody Butler POA RodeMorningstar, Jonah
Cruz, Lourdes
Milstein, Jeffrey S.
Heredia, Keeley
Krull, Julie
McLaren Hall, Rebecca Jean
Merrill, Nick
Powell, Terry Scott
Milstein, Jeffrey S.
Schwengels‐Loe, Denyse Marie
Milstein, Jeffrey S.
Clymer, Joseph & Deborah
Campbell, Jefferson G. Jr
Jay, Sandra
Milstein, Jeffrey S.
Tupper, Robert Thompson
Milstein, Jeffrey S.
Frazier, Justin
Milstein, Jeffrey S.
Cooper, James Adam
Milstein, Jeffrey S.
Ashpole, Mathew Thomas
Milstein, Jeffrey S.
Allen, Thomas John Robert
Milstein, Jeffrey S.
Torrance, Glen M
Roller, Dale
Lopez‐Contreras, Rosalina
Hudson, Howard
Roebuck, William
Roller, Dale
Jacob, Avishaq
Johnson, Ron
Yang, Wai Thomas
Gerber, Susan R.
Vega‐Flores, Gustavo
Coran, Theodore C
Martinez, Ernesto Vazquez
Martinez, Leslie
Taylor, Marnie
Mitchell‐Phillips, Kenneth
Niklas, Louise (Trustee: Eubanks, Anne CBauer, Henry L. ESTATE
Dillon, Tammi lee
Smith, Robert J. ESTATE
Grishkevich, Alex
Mitchell‐Phillips, Kenneth
Bateman, Donald L
Smith, Robert J. ESTATE
Tukhashvili, Givi N.
Vanagas, Timothy
Richman, Tommy J. and Nicole
Hall, Brett
Anderson, Terri Lynn
Mitchell‐Phillips, Kenneth
Gardner, Evan
Mitchell‐Phillips, Kenneth
Sherman, Julie Annette
Smith, Robert J. ESTATE
Zuniga, Lourexel
Mitchell‐Phillips, Kenneth
Brown, Carol
Deveny, Lori E.
Wise, Daniel Kevin
Smith, Robert J. ESTATE
Smarr, Linda for James Lound Trust
Gray, Roger
Yovan, Stefan Shawn
Campbell, Jefferson G. Jr
Murphy, Denelle
Howe, Nancy
Gehrke, Brandy
Long, Andrew
Frackowiak, James
Long, Andrew
Evered, Andrea Burke
Johnson, Ron
Huebner, Jocelyn M.
Long, Andrew
Grotz, David G
Long, Andrew
Ho, Amy
Solomon, Glenn
Beutler, Stuart J
Long, Andrew
Taffese, Aster A.
Long, Andrew
Lasota, Tom
Wilson, Matthew A.
Clausen, Ginger Lorraine
Deveny, Lori E.
Williams, Curtis
Bernstein, James E
Long, Andrew
Stone, Jeffrey Arlo
Cleaver, Barbara
Hediger, Pamela S.
Harris, Matthew
Long, Andrew
Petersen, Robert Gary
Johnson IV, Rankin
Mitchell, Harold
Long, Andrew
Mitchell, Harold
Long, Andrew
McNeal, Cyndee A.
Hediger, Pamela S.
Chulim, Miguel Avila
Long, Andrew
Getty, Barbara M.
Deveny, Lori E.
Chavez, Patricia
Hediger, Pamela S.
Hangartner, Gwendolyn
Hediger, Pamela S.
Hilliard, Muriel ESTATE
Hediger, Pamela S.
Jordan, Roberta
Hediger, Pamela S.
Turner, Justin
Hediger, Pamela S.
Whipple, Bryan
Hediger, Pamela S.
Whittle, Lester
Hediger, Pamela S.
Andrews, Emily Toohey
Hediger, Pamela S.
Ngai, Stephen
Deveny, Lori E.
Chavez, Aimee
Hediger, Pamela S.
Hart, Henry Roy
Hediger, Pamela S.
Moore, Mary
Howe, Nancy
Brandenburg, Bruce
Ramirez, Samuel
Tuohy, Brenden
Logsdon, Elizabeth
Elmore, Elizabeth
Oatman, Marcus
Kelley, Jonathan
Logsdon, Elizabeth
Guzman Fernandez, Teodora and GuzmaRoller, Dale
Fuesler, Charles
Hediger, Pamela S.
Metcalf, James
Howe, Nancy
Brecht, Jodi
Howe, Nancy
Kapple, Cynthia
Hediger, Pamela S.
Mares, John
Giles, David
Sever, Stephen
Hediger, Pamela S.
Vines, Alexandria
Smith, Robert J. ESTATE
Williams, Shannon
Long, Andrew
Delaney, John
Bertoni, Gary
Oliveros, Gregory
Huebner, Jocelyn M
Walters, Erin C
Pursel, Bonita (rep by Bierly)
Sturn, Rebekah
Deveny, Lori E.
Hamell, Kevin Mitchell
Deveny, Lori E.
Hensey, Jason R
Deveny, Lori E.
Richman, Tommy J. and Nicole
Long, Andrew
Gangale, Matteo
Deveny, Lori E.
Bentson, Erica and Norris, Cheryl
Deveny, Lori E.
Shepherd, Karen A
Fachner, Ronalee
Lazich, Julia
Howe, Nancy
Brown, Bryan Keith
Goodwin, Jeffrey
Magdefrau, David
Goodwin, Jeffrey
Medley, Margaret Diane
Deveny, Lori E.
Elmore, Curtis Jay
Deveny, Lori E.
Kelly, Aleric S
Deveny, Lori E.
Kelly, Laurie Lynn
Deveny, Lori E.
Davis, Angela
Deveny, Lori E.
McFarland, Angela
Deveny, Lori E.
McFarland, Jaime
Deveny, Lori E.
cc Lynn Haynes on all new CSF claims

CLAIM AMT

$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$

3,000.00
8,000.00
9,385.50
1,750.00
9,000.00
2,500.00
3,000.00
5,100.00
1,235.00
2,730.00
2,100.00
3,000.00
11,500.00
4,800.00
28,000.00
11,000.00
6,410.00
7,500.00
1,300.00
10,000.00
10,000.00
1,800.00
2,500.00
24,000.00
1,500.00
1,525.54
1,750.00
4,000.00
26,000.00
6,250.00
300.00
46,110.93
4,454.00
66,667.00
2,000.00
2,000.00
17,921.57
4,135.00
400.00
3,400.00
3,952.50
200.00
19,581.00
4,575.00
1,200.00
5,000.00
50,000.00
51,666.00
2,000.00
1,500.00
18,813.51
400.00
5,000.00
9,000.00
9,000.00
111,520.94
1,640.00
20,000.00
1,500.00
2,749.32
54,607.35
94,664.22
29,511.67
1,999.50
15,597.39
21,431.67
6,000.00
7,934.93
70,000.00
3,500.00
4,550.00
1,500.00
50,000.00
2,500.00
3,876.00
18,626.55
3,500.00
3,300.00
11,993.53
2,500.00
5,590.60
500.00
31,689.29
97,985.00
7,800.00
20,070.64
30,000.00
99,728.00
50,000.00
1,500.00
127,399.10
50,000.00
15,110.27
5,000.00
5,000.00
4,227.81
6,667.67
24,300.00
11,000.00
20,000.00
23,345.00
60,000.00
330,000.00

$ 2,111,829.00
Funds available for claims and indirect costs allocation as of August 31, 2018
Fund Excess
Estimated Activity Payout Factor
Weighted $ Amount

PENDING

$

AGED (60 days)

3,000.00

$

1,600.00

$
$
$
$
$

28,000.00
11,000.00
‐
7,500.00
1,300.00

$
$

24,000.00

$

26,000.00

$
$

50,000.00
2,000.00

$

4,135.00

$
$
$
$
$

3,400.00
3,952.50
200.00
19,581.00
4,575.00

$

5,000.00

$
$
$
$

50,000.00
2,000.00
1,500.00
18,813.51

$
$
$
$

5,000.00
9,000.00
9,000.00
50,000.00

$
$
$
$
$
$
$
$
$
$
$
$
$
$
$

20,000.00
1,500.00
2,749.32
50,000.00
50,000.00
29,511.67
1,999.50
15,597.39
21,431.67
6,000.00
7,934.93
50,000.00
3,500.00
4,550.00
1,500.00

$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$
$

2,500.00
3,876.00
18,626.55
3,500.00
3,300.00
11,993.53
2,500.00
5,590.60
500.00
31,689.29
50,000.00
7,800.00
20,070.64
30,000.00
50,000.00
37,500.00
1,500.00
50,000.00
50,000.00
1,511.27
5,000.00
5,000.00
4,227.81
6,667.67
24,300.00
11,000.00
20,000.00
23,345.00
60,000.00
330,000.00

$ 1,478,829.85 $
$ 1,342,394.00
$ (138,235.85)

$

Reserve Minimum

70%
1,035,180.90 $
$1,000,000

Calculated Minimum Total Reserve

$

2,035,180.90 $

Additional Reserve Needed

$

692,786.90 $

1,800.00

AMOUNT PAID

$
$
$
$

‐
8,000.00
9,635.50
1,750.00

$

1,500.00

$

1,235.00
2,748.00

$
$
$

‐
7,500.00
‐

$

‐

$
$

‐
‐

$

2,500.00

$
$
$
$

1,500.00
1,525.54
1,750.00
‐

$
$
$
$

10,000.00
300.00
46,110.93
3,500.00

$
$

2,000.00
‐

$

‐

$

1,200.00

$

30,608.00

$

400.00

$

2,000.00

$

135,762.97

60%
887,297.91 $

50%
739,414.93

$1,000,000

$1,000,000

1,800.00

1,887,297.91 $ 1,739,414.93
544,903.91 $

397,020.93

INVESTIGATOR

STATUS

Raher
Paid by PLF
Steinberg
Steinberg
Butterfield
4/12/18 ck sent $1750
Atwood / Dippel
11/4/17 CSF Deny 2/23/18 BOG Deny
Young
12/21/17 ck sent $1500
Taylor/Stamm
Taylor/Stamm
Denied claim 09‐15‐2018‐‐Appealed to BOG
Ledgerwood
Braun
claimant has rep
Braun
Waiting for Paperwork
Stamm Ms. Wicht (G'ma) paid. Deny claimed 09‐15‐2018
Braun
Braun
Denied
Braun
Stamm
Jones
Stamm
Roy
Atwood
11/4/17 CSF Deny 2/23/18 BOG Deny
Young
Denied claim 09‐15‐2018
Braun 3/10/18 CSF approve $1800, need good CO address
Braun
Cooper
Roy
Braun
Roy
Young
4/9/18 atty pd client in full
Cooper
Braun
Braun 06/03/2018 no returned paperwork from CO
Roy
Paid 08/02/2018
Braun
Jones
Roy
05/20 deferred for more investigation
Cooper
Ledgerwood
Denied claim 09‐15‐2018
Sage
Hisey
03.21.18 withdrew
Hisey
Roy
Hisey
Hisey
Whitlock
Hisey
Hisey
Sage
Jones
Whitlock
atty has rep
Hisey
Young
Hisey
pay spouse: Brandy Gehrke
Ledgerwood
pay Robert but send ck to James
Hisey
claimant has rep
Hisey
claimant has rep
Young
claimant has rep
Hisey
Jones
Young
Young
Young
PR ‐ Lester Whittle
Young
Young
Young
Young
Young
Jones
Young
Young
Sage
Deanna Franco Helping with Estate
Jones
Roy
Not CSF was trying to Malpractice
Roy
Stamm
Rep by Terry Wright
Young
Sage
Deanna Franco Helping with Estate
Ledgerwood
Deanna Franco Helping with Estate
Young
Braun
Young
Roy
Hisey
Thompson
Thompson
Steinberg
Jones
Jones
Jones
Hisey
Jones
Jones
Sage
Sage
Steinberg
Steinberg
Thompson
Thompson
Thompson
Thompson
Ledgerwood
Ledgerwood
Ledgerwood


OREGON STATE BAR
Board of Governors Agenda

Meeting Date: November 17, 2018
From: Amber Hollister, General Counsel
Re: CSF Claimants Requests for Review

Action Recommended

Review the CSF Committee’s denials of the following applications for reimbursement, as timely requested by the claimants, and take the following action:

1. Deny CSF Claim No. 2017-05 Denyse Schwengels-Loe (Jeffrey Milstein);
2. Deny CSF Claim No. 2017-10 Justin Frazier (Jeffrey Milstein);
3. Grant CSF Claim No. 2017-48 Stefan Yovan (Jefferson Campbell Jr.); and
4. Stay consideration on the appeal of CSF Claim No. 2017-29 Gustavo Vega-Flores (Theodore C. Coran), pending the outcome of bar complaint.

Background

1. CSF Claim No 2017-05 Denyse Schwengels-Loe (Jeffrey Milstein)

Denyse Schwengels-Loe seeks reimbursement of $4,600 she asserts she paid to Jeffrey Milstein to represent her in seeking recovery for injuries sustained in a dissolution/custody case as well as a motor vehicle accident claim. She was referred to Milstein by the OSB Modest Means Program.

In January 2015, the claimant hired Milstein. He represented her during 2015. In August 2016, Milstein was suspended pursuant to BR 7.1 for failure to respond to a pending disciplinary matter. He resigned Form B effective November 3, 2016.

CSF Investigator Rich Baum investigated the claim and determined that Milstein provided substantial services in the dissolution matter in return for the funds provided. Court records demonstrate that Milstein appeared in the dissolution matter in February 2015. Opposing counsel, Salem attorney Virgil Royer, reported that Milstein appeared at every court hearing, engaged in motions practice, filed a trial memorandum and appeared at trial. He explained that Milstein’s performance in the dissolution/custody case was quirky, but adequate.

It is unclear what steps Milstein took to represent claimant in the MVA matter. The claimant alleges that an insurance company sent Milstein a letter accepting fault for the accident, and Milstein lost the letter. In any event, no case was filed. After Milstein’s suspension, claimant ultimately retained attorney Hala Gores to represent her. Ms. Gores filed suit and obtained a settlement on claimant’s behalf. Claimant seeks recovery of $200,000 in consequential damages the MVA claim.
Based on the investigation, the CSF Committee unanimously determined that the claimant did not qualify for reimbursement under CSF Rule 2.2, because Milstein provided more than minimal or insignificant legal services for the funds paid, and the claimant was seeking to recover damages beyond the amount paid. CSF Rule 2.2 provides:

“Reimbursement of a legal fee will be allowed only if: (i) the lawyer provided no legal services to the client in the engagement; or (ii) the legal services that the lawyer actually provided were, in the Committee’s judgment, minimal or insignificant; or (iii) the claim is supported by a determination of a court, a fee arbitration panel, or an accounting or other evidence acceptable to the Committee that establishes that the client is owed a refund of a legal fee. No award reimbursing a legal fee may exceed the actual fee that the client paid the lawyer.”

The Committee also concluded that even if a refund of some amount was due, there was no clear record of what that should be. The claimant was only able to provide $600 in receipts of payments to Milstein; she explained that she paid the remaining amount to him in cash.

If the BOG agrees with the Committee’s conclusion that Milstein provided significant work for Schwengels-Loe that ends the analysis. Otherwise, if the BOG concludes that Milstein’s work was de minimis or insignificant, Schwengels-Loe would be entitled to a refund of, arguably, the entire $4,600 or some lesser portion the BOG deems appropriate.

Staff recommends that the BOG deny the claim pursuant to CSF Rule 2.2, based on the significant services provided by Milstein.

2. **CSF Claim No. 2017-10 Justin Frazier (Jeffrey Milstein)**

Claimant Justin Frazier seeks recovery of $3,500 in legal fees he asserts he paid to Milstein to represent him in pending criminal matters. In August 2016, Milstein was suspended pursuant to BR 7.1 for failure to respond to a pending disciplinary matter. He resigned Form B effective November 3, 2016.

CSF Committee member Doug Stamm investigated the claim. He found that after claimant was picked up on an outstanding warrant, Milstein failed to appear in court on his behalf, and the court appointed counsel to represent claimant. Claimant’s court-appointed counsel resolved claimant’s criminal matters. The investigation uncovered no evidence that Milstein performed any work for claimant.

However, the investigation uncovered no evidence supporting claimant’s assertion he paid Milstein $3,500. Instead, financial records show Claimant’s grandmother Julia Wicht paid Milstein $2,500. After the CSF Claim was filed, Ms. Wicht filed a small claims case against Milstein to recover her $2,500. Ms. Wicht obtained a judgment for in her favor for the amount of $2,500 plus attorney fees in the amount of $2,500.

The Committee denied claimant’s claim under CSF Rule 2.3, because he received equivalent legal services at no cost from court appointed counsel in his criminal matters. Rule 2.3 provides:
“In the event that a client is provided equivalent legal services by another attorney without cost to the client, the legal fee paid to the predecessor lawyer will not be eligible for reimbursement, except in extraordinary circumstances.”

The Committee also determined that claimant was not entitled to reimbursement because there was no evidence that he paid any legal fees to Milstein; instead, all funds were paid by his Grandmother Ms. Wicht. Therefore, the Committee determined that claimant did not suffer a “loss.” CSF Rule 2.1.2 (requiring the client experience a “loss” caused by the lawyer’s dishonest conduct). The CSF Rules allow a client to direct payment to a third party who paid fees, but claimant is adamant that he should be paid directly.

Ms. Wicht, through her attorney Katelyn Skinner of Buckley Law, has requested that the CSF Committee directly reimburse her client $2,500 for the legal fee she paid to Milstein. The Committee determined it did not have discretion to pay Ms. Wicht directly, because only clients may make claims for a loss of money. CSF Rule 2.1.1 provides that a claim must be “made by the injured client or the client’s conservator, personal representative, guardian ad litem, trustee, or attorney in fact.” Ms. Wicht is none of these; instead, she is Milstein’s judgment creditor.

The Committee has discussed the possibility of revisiting its rules on third-party payment in the next calendar year, given the circumstances presented in this case.

Staff recommends that the board deny claimant’s claim for reimbursement pursuant to CSF Rules 2.1.2 and 2.3.

3. **CSF Claim No. 2017-48 Stefan Yovan (Jefferson Campbell Jr.)**

Claimant Stefan Shawn Yovan seeks recovery of $17,607.18 in settlement funds taken by his former attorney Jefferson Campbell Jr. Mr. Campbell was suspended in April 2016 for failure to pay PLF, and resigned Form B effective July 14, 2016.

The facts of this claim span nearly a decade. CSF Committee Member Ann Ledgerwood reports that claimant retained Campbell in 1999 to defend him in a civil lawsuit brought by Lithia Medford, Inc. to rescind his purchase of a car from dealer. Claimant brought a counterclaim for violation of the Oregon Unlawful Debt Collection Practice Act. The case was tried to a jury and Yovan was awarded $500 in noneconomic damages and $100,000 in punitive damages. The punitive damages award was affirmed on appeal. *Lithia Medford, Inc. v. Yovan*, 254 Or App 307 (2012). After payment of Campbell’s attorney fees and a payment to ODOJ for a child support lien, $32,928 was placed in Campbell’s trust account, awaiting the outcome of a dispute with ODOJ regarding remaining child support obligations.

In July 2015, Campbell filed an interpleader action to settle the dispute over the remaining funds in trust. *Campbell v. Yovan and State of Oregon, Jackson County Circuit Court Case No. 15CV20146*. In January 2016, Campbell reached an agreement with the ODOJ and records show that Campbell disbursed all but $17,607.18 to ODOJ to settle its claims. Claimant submits he was unaware that Campbell filed an interpleader action, and court records show he was never served.
As of March 2018, Campbell’s trust account was empty. When CSF Committee Ledgerwood reached Campbell by phone, he admitted to improperly taking $17,607.18 from his trust account. He rationalized the taking by asserting that he was never paid for bringing the interpleader action. He did not have a fee agreement in place with his client for that work, and it does not appear Campbell took direction from his client on the interpleader action or the final settlement.

After learning that Campbell had resigned from the practice of law, claimant repeatedly called Campbell. Hearing no response, he traveled to Medford to seek return of funds. After several months, claimant obtained another phone number for Campbell and repeatedly called him. When Campbell returned his call, he verbally agreed to pay claimant back in full, plus 9% interest on a payment plan; while he sent claimant three checks for approximately $200 each, all three checks he wrote to claimant bounced.

The Committee found that the claimant had established that Campbell engaged in defalcation of the $17,607.18, but found that the claimant had made insufficient efforts to obtain relief. CSF Rule 2.1.7 provides that in order to be eligible for reimbursement claimant must show, “[a] good faith effort has been made by the claimant to collect the amount claimed, to no avail.”

Further, the Committee found that claimant had failed to meet the requirements of CSF Rule 2.1.6, which provides:

“As a result of the dishonest conduct, either: (i) the lawyer was found guilty of a crime; (ii) a civil judgment was entered against the lawyer, which remains unsatisfied; (iii) the claimant holds an allowed claim against the lawyer’s probate or bankruptcy estate, which remains unsatisfied; or (iv) in the case of a claimed loss of $5,000 or less, the lawyer was disbarred, suspended, or reprimanded in disciplinary proceedings, or the lawyer resigned from the Bar.”

Claimant has not met any of the conditions outlined in CSF Rule 2.1.6 (i)-(iii). Because his claim is greater than $5,000, the fact that Campbell resigned from the Bar as outlined in CSF Rule 2.1.6(iv) is insufficient. The Committee declined to waive the requirement of CSF Rule 2.1.6. for extreme hardship, as provided in CSF Rule 2.6, in part because claimant still has outstanding child support liens.

After receiving news of the Committee’s denial of his claim and the reason for the denial, claimant filed suit in Jackson County Circuit Court against Campbell, seeking recovery of the full amount at issue. On that basis, Claimant seeks review of the Committee’s denial, or in the alternative, a stay of the board’s decision while he pursues a civil suit against Campbell.

If the BOG determines based on claimant’s additional efforts that claimant has made a good faith effort to collect the amount claimed, it still must evaluate whether to waive the requirement to obtain a civil judgment or other relief in CSF Rule 2.1.6. While claimant has now filed a suit for civil relief, it is unclear whether his suit will succeed. As he notes in his appeal, he is proceeding pro se and does not have the funds to retain counsel. To date, he has not served Campbell.
Staff recommends that the board grant claimant’s claim in the amount of $17,607.18 on the basis that he has made a good faith effort to recover against Campbell, and that Campbell admitted to improperly taking claimant’s funds. To reach this result, board would need to find the existence of extreme hardship and waive the requirements of CSF Rule 2.1.6. The fact that claimant has outstanding child support liens does not excuse Campbell’s defalcation.

4. **CSF Claim No. 2017-29 Gustavo Vega-Flores (Theodore C. Coran)**

Claimant Gustavo Vega-Flores seeks recovery of $10,000 in legal fees he paid to Theodore C. Coran.

CSF Committee member Raymond Young investigated the claim. The Marion County Circuit Court appointed Coran to represent the claimant on February 14, 2015 on criminal charges. On May 9, 2015, claimant’s family paid Coran $10,000 to represent him. Coran’s records show that several payments were made by claimant’s family. In November of 2015, claimant pled guilty.

Claimant asserts that he should be entitled to a return of the legal fees paid because Coran was court appointed to represent him. A disciplinary matter is currently pending asserting that Coran acted improperly in accepting payment from claimant after he was court appointed to represent him.

A prior bar complaint filed by District Attorney Brad Berry in 2015 was dismissed, in part, by disciplinary counsel in 2016. In late 2016, Coran was suspended for 120 days based on conflicts and improperly advancing financial assistance to clients. In May 2017, claimant filed a new complaint that was referred to disciplinary counsel for investigation based on additional facts.

Claimant asserts that he has repeatedly asked Coran for a return of his funds. He explains that because he is incarcerated and indigent, aside from filing a bar complaint, he has been unable to take further steps to seek recovery of his funds.

The CSF Committee denied claimant’s claim based on a finding that there was no evidence of dishonesty, and the alleged dishonest conduct did not result in a civil or criminal judgment against Coran. See CSF Rules 2.1.2 and 2.1.6.

The Committee’s conclusion, however, was entirely based upon the bar’s prior dismissal of DA Berry’s 2015 bar complaint. A new disciplinary matter alleging misconduct by Coran is currently pending in Disciplinary Counsel’s Office. In the pending disciplinary matter, Coran has maintained that claimant paid the $10,000 of his own accord, even though he was told that he would receive the same level of representation as a court appointed client. In his defense, Coran has submitted a “Memorandum of Understanding” which he alleges he drafted and claimant signed, containing a version of facts very favorable to Coran.

The claimant’s version of facts differs from Coran’s. Claimant asserts in his appeal that Coran “coerced” him to sign the memorandum. Records also reflect that Coran represented himself as court appointed after he had accepted claimant’s retainer, and that he did not inform the Court of the retainer until November 2015, months after he was retained. In sum, it is unclear what the result of the pending disciplinary matter will be.
Given the new disciplinary matter pending and the additional evidence submitted, it does not appear that the dismissal of DA Berry’s 2015 bar complaint is dispositive on the question of Coran’s dishonesty.

Because the disciplinary matter against Coran is still pending, staff recommends that the board stay consideration of Vega-Flores’s claim until after the disciplinary proceeding has concluded.

Attachments:  Schwengels-Loe Request for BOG Review & Application for Reimbursement  
Frazier Request for BOG Review & Application for Reimbursement  
Frazier Letter from Counsel for Julia Wicht, Attaching Judgment  
Yovan Request for BOG Review & Application for Reimbursement  
Vega-Flores Request for Board Review & Application for Reimbursement
Finance and Operations
(Keith Palevsky)

- Through the end of September, financial performance is better than budget on both revenue and expense. Over the next 3 months, this positive performance will close considerably due to several factors:
  - D&I spending is heavily loaded toward the back-end of the year.
  - CLE experiences heavier class registrations and expenses, particularly in Nov/Dec.
  - IT spending is very Aptify centric as we prepare the Member Fees module for launch for Monday December 3rd.
  - Building maintenance projects (air handling) have been numerous through the fall.

Operations

- Ameriprise (new tenant) is on-board in Suite 175 and the build-out for that Suite completed. All rentable space is currently occupied and under contract through June of 2020.
- Logistics around the HOD meeting seemed to work well. Use of the available side lot (with permission from the Circuit Gym and other businesses across the street) provided sufficient available parking without disruption to campus tenants in buildings 2 and 3.

Investments

- Ending balance 9/30 was $6,042K, up $18K over June and down -$292K from December 2017. Total portfolio split remains 50/50 (appx) between Becker Capital (i.e. Columbia Trust) and Washington Trust.
General Counsel’s Office
(includes Client Assistance Office, MCLE, and Disciplinary Board)
(Amber Hollister)

- CAO hired Sarra Yamin as Assistant General Counsel to fill its vacancy, she will officially transition from the D&I Department to CAO on December 3.
- General Counsel's Office is presenting ethics and abuse reporting CLEs across the state in advance of the yearly reporting deadline.
- General Counsel is serving on a committee of the Association of Professional Responsibility Lawyers’ Future of Lawyering Committee.
- MCLE is working to implement new Mental Health and Substance Use Education requirement.

Human Resources
(Christine Ford)

- Revised plans for the Cultural Assessment Survey to allow for a search for new consulting partners to conduct the survey.
- Provided diversity training for all staff. The mandatory attendance seminar was “The Science of Implicit Bias” presented by Tamu K. “T.K.” Floyd.
- Hired two employees using hiring committees and have identified two other opportunities to use the model before the end of 2018.

Information Technology
(Gonzalo Gonzalez)

- *Aptify Implementation*. We are in the final stages of testing for the Member Fees Renewal, Status Changes, and Company Administrator Software Interfaces.
- *Applications*. Upgrading Microsoft Office 2016 for all OSB Staff Members
- *Telecommunications*. Upgraded Telephone Server and Operating System (ShoreTel). Pushed to all OSB staff a new ShoreTel client to increase productivity.
- *Help Desk*. Closed 158 IT reported incidents.
- *Web Conferencing*. Installed new video conferencing hardware and software in Nehalem, with plans to test and roll-out in additional conference rooms in 2019.

Public Affairs
(Susan Grabe)

- In light of pending budget reductions for courts, staff is reviving the Citizens’ Campaign for Court Funding. A breakfast meeting with Chief Justice Walters, bar leaders, legislators and members of the business community has been scheduled to discuss legislative funding for the courts.
• Public Affairs submitted 13 legislative concepts for bill drafting purposes. The Board will review the concepts in the Law Improvement Package again this fall to determine whether they should continue to move forward.

• Public Affairs is actively engaged in updating its legislative grassroots network.

• Public Affairs staff have increased outreach and engagement with judiciary system partners and bar groups. Discussions have focused on pending legislative concepts, emerging issues, and workgroups in preparation for the 2019 session.

Communications
(including Creative Services, RIS, Public Services)
(Kay Pulju)

• Hosted the annual awards luncheon at the Sentinel in Portland, with approximately 320 guests in attendance.

• The Legal Q&A library of online public information videos now stands at 115 completed topics, with more in the pipeline. Staff are also working with OJD and LASO to coordinate the public information on each organization’s website, and assisting the MBA with video production.

• Recent editions of the Bulletin have featured law practice in Eastern Oregon and the experiences of several Oregon lawyers who are military veterans. The BOG Update and Bar News e-newsletters have featured news about a new MCLE requirement and other priorities.

• Staff are developing online instructions and other communications regarding the annual regulatory compliance cycle, which will include new processes this year due to the Aptify conversion.

• Creative Services staff are focused on marketing for OSB and section CLEs throughout the busy fall season.

Referral & Information Services (RIS)

• With an influx of registration fees for the new LRS program year in September, total program revenue by the end of that month reached 90% of the total projection for 2018. Percentage fee revenue alone reached $715,000.

• Year-to-date numbers for calls and emails to RIS show a small increase over prior years. Through September 30, RIS had received 58,180 phone calls and 4,974 email requests for assistance.

• The RIS manager is working with OJD’s Statewide Family Law Advisory Committee on options to increase services to pro se litigants in Oregon.

Diversity and Inclusion
(Jonathan Puente)
• Contract was finalized for Climate Survey to identify barriers and opportunities faced by lawyers from non-dominant cultures.
• Conducted BOG workshop on structural racism after the HOD meeting per the Diversity Action Plan, Goal 2, Strategy 2.
• Launched the Rebar program which is geared towards JD’s from historically underrepresented groups that have not passed the Oregon bar exam on multiple tries. The cohort consists of 15 JD’s from the three Oregon law schools.
• Released applications for the Judicial Mentorship program.
• Released the application for bar exam grant applications.

Member Services
(Including ONLD, New Lawyer Mentoring and Loan Repayment Assistance Program)
(Danielle Edwards)

Member Services

The Board of Governors election ended on October 15 with 14% voter participation. The newly elected BOG members are Bik-Na Han, region 4; Kamron Graham, region 5; Kate Denning, region 6; and Jenny Cooke, region 7. Joseph Hesbrook will join them as the public member for the 2019 BOG freshman class.

The Pro Bono Fair and Awards Ceremony, co-sponsored by the ONLD, was held at the World Trade Center on October 25. The event featured two CLE programs, a pro bono provider “vendor fair”, and an awards ceremony honoring law students, lawyers, and firms for the pro bono services provided in 2017. The CLE programs were simulcast to various cities throughout the state including Bend, Eugene, Hood River, Medford, McMinnville, Salem, and St. Helens.

New bar members were welcomed during an ONLD-sponsored reception following the October Swearing-in Ceremony at Willamette University. The sections providing complementary membership to new members were given the opportunity to participate in the reception as a way of providing new members access to bar groups offering professional development and networking activities.

The Section annual meeting season is coming to an end with only four sections still awaiting election of their 2019 slates. This year each annual meeting notice included information about the section’s fund balance and a link to the financial statement for further review.

New Lawyer Mentoring Program (NLMP)

We anticipate that approximately 350 lawyers will complete the Program in 2018. The program has implemented a few changes made by the BOG during the 2018 program review: The reporting process has been streamlined so that the new lawyers submit only their completion certificate, slightly reducing the burden on new lawyers and administrative staff time. Additionally, lawyers making $65,000 per year or less are exempt from the fee, which has received a positive response from new lawyers.
The NLMP administrator is working with the MCLE Program Manager and the MCLE Committee to incorporate the NLMP rules into the MCLE rules. Those changes will be presented to the BOG at some point in 2019 and then to the Supreme Court.

**Loan Repayment Assistance Program (LRAP)**

The LRAP Advisory Committee met and discussed the eligibility criteria for public service attorneys who do public defense work. The committee plans to recommend during the BOG’s February 2019 meeting that the criteria be expanded to include members who do not contract with OPDS.

**CLE Seminars**

(Karen Lee)

- Sponsored two access to justice seminars this fall, one addressing LGBT law developments and the other examining the science of implicit bias.
- Sponsored an October seminar that looked at the issues Oregon cannabis businesses face, including federal conflicts. One of the speakers was Oregon’s U.S. Attorney Billy Williams.
- Received positive responses from Oregon Trial Advocacy College participants who watched “how to” trial preparation videos from the bar’s on-demand CLE platform for their mock trial presentations. Previously, the “how to” demonstrations were delivered live the day before the mock trial. Using videos fostered advance preparation and provided the opportunity to review the videos multiple times.

**Legal Publications**

(Linda Kruschke)

- Completed Fee Agreement Compendium revision. Sales to date have exceeded budget.
- Completed Administering Oregon Estates legislative supplement. Sales to date have been good. Marketing will continue.
- In the process of completing a new title called Annie & the Octopus: Common Law Indemnity. This book was not budgeted. We have just begun marketing so it’s too early to determine revenue.
- In the process of completing Advising Oregon Businesses vol. 3&4 revision. Marketing just started this week.
- Oregon Formal Ethics Opinions, supplement, and Oregon Rules of Professional Conduct Annotated, supplement, have both been delayed and will be released in early 2019. The Disciplinary Board Reporter, which is integral to completion of the ORPCs Annotated, will be posted to BarBooks by the end of 2018.

**Legal Services Program**

(includes Pro Bono and Oregon Law Foundation)

(Judith Baker)
• Completed the review of the effectiveness of the legal aid providers in meeting the needs of individual clients and the larger client community assuring compliance with the LSP Standards and Guidelines. Staff and LSP Committee members are meeting with programs to address the findings.

• The 2017 Pro Bono number were completed in preparation for the Pro Bono Celebration in October. 9.74% of active Bar members reported their pro bono time which totaled 91,502 hours in 2017; 332 attorneys qualified for the Honor Role by reporting 40 or more hours of direct legal help pro bono work.

• The stability of numbers between 2016 and 2017 indicate that the decline of pro bono hours since hours peaked at the height of the recession has ended. Hours reported for 2017 are on par with hours reported 10 years ago in 2007 just prior to the recession beginning. Between 2007 and 2017, bar membership increased by about 14% and pro bono reported increased about 12%. Looking into the categories the numbers fall into, shows some differences over the last 10 years. Pro bono is categorized into three areas: A, direct legal help, B, law advancement activities and non-representative law related volunteering, and C, non-law related community service. Between 2007 and 2017, hours of Category A direct legal service pro bono increased by 32%.

• The OSB Pro Bono committee successfully operated two legal information events in the Eugene main library and the Portland main library as part of the pro bono week celebrations.

• The Oregon Law Foundation (OLF) and scoping group partners have summarized the survey results of the civil legal needs study and created a one page advocacy piece for the 2019 legislative session. It is anticipated that the full report will be published by the end of the year. The OLF continues to partner with banks to increase interest rates on IOLTA accounts.

Disciplinary Counsel’s Office and Regulatory Services
(Dawn Evans)

Admissions

• The passage rate for the July 2018 bar examination was 73%, which was somewhat less than the July 2017 bar examination passage rate of 79%. Combining both bar examinations for 2018, the passage rate was 70%, compared with the 2017 passage rate of 75%.

• The Board of Bar Examiners (BBX) is forming a task force to examine best practices and general trends in the admissions field, focusing on the bar application fitness questions and relevant background materials. After gathering and reviewing information from other jurisdictions, the task force will make general policy recommendations to the BBX related to mental health and substance abuse history questions and essential eligibility requirements for admission to the bar. The task force is intended to include, in addition to some members of the BBX, representation from the legal community that practices in
the area of disability rights, one or more lawyers who regularly represent applicants for admission, one or more medical practitioners in the areas of mental health or substance use, representation from the Court, and representation from the Board of Governors. BBX Chair Caroline Wong hopes to make appointments before the end of the year so that the task force can begin meeting in January 2019.

**Disciplinary Counsel’s Office**

Following up on the topic of pending investigatory matters – which was discussed in the last operations report – here are two charts demonstrating progress made through September. The first chart represents the number of investigatory matters pending within the office at each date indicated. The second chart shows, as to each period of time reflected, the relative ages of the matters.

![Number of Investigatory Matters (2018)](image1)

![Age of Investigatory Matters (2018)](image2)

While the number of new files has remained steady (with an uptick during the summer months), the percentage of cases more than six months old has steadily declined since June. This progress is primarily the result of concerted effort by the 4 lawyers whose principal task is investigatory work. Recently, the other 4 lawyers have also been assigned some of the new files, to facilitate a focus on the older ones. After investigation, Disciplinary Counsel can dismiss a grievance, offer the lawyer a diversion agreement, or take the matter to the State Professional Responsibility Board (SPRB) with a recommendation. The SPRB can dismiss, determine that there is probable cause and authorize the filing of a formal complaint, or refer the lawyer to the State Lawyers Assistance Committee.
### Executive Director’s Activities

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/21</td>
<td>BOG Meeting; ONLD Dinner</td>
</tr>
<tr>
<td>9/24</td>
<td>WMAA Meeting</td>
</tr>
<tr>
<td>9/26</td>
<td>CLE-Equity and Inclusion Forum for Nonprofit Boards and Leadership</td>
</tr>
<tr>
<td>9/26</td>
<td>Diversity Advisory Council Meeting</td>
</tr>
<tr>
<td>9/27</td>
<td>BOG Retreat Planning Conference Call</td>
</tr>
<tr>
<td>9/27</td>
<td>6AC Advisory Committee Meeting</td>
</tr>
<tr>
<td>9/27</td>
<td>LSC Reception</td>
</tr>
<tr>
<td>9/28</td>
<td>Conference Call w Steve Crossland re LLLTs</td>
</tr>
<tr>
<td>10/03</td>
<td>Multnomah County Courthouse Tour</td>
</tr>
<tr>
<td>10/03</td>
<td>Femme Fete Celebrating Women in Business</td>
</tr>
<tr>
<td>10/04</td>
<td>Meeting with Chief Justice Walters</td>
</tr>
<tr>
<td>10/04</td>
<td>Lunch with the Oregon Supreme Court</td>
</tr>
<tr>
<td>10/04</td>
<td>Fall Admission Ceremony for New Lawyers</td>
</tr>
<tr>
<td>10/04</td>
<td>Oregon Native American Chamber Dinner</td>
</tr>
<tr>
<td>10/05</td>
<td>OFALA Dinner</td>
</tr>
<tr>
<td>10/10</td>
<td>Northwest Bar Leaders Reception/Dinner</td>
</tr>
<tr>
<td>10/11</td>
<td>Northwest Bar Leaders Meeting</td>
</tr>
<tr>
<td>10/12</td>
<td>WMAA Meeting</td>
</tr>
<tr>
<td>10/16</td>
<td>HOD Region 6 and Region 4 Meetings</td>
</tr>
<tr>
<td>10/17</td>
<td>Executive Directors Breakfast</td>
</tr>
<tr>
<td>10/17</td>
<td>HOD Region 3 Meeting</td>
</tr>
<tr>
<td>10/17</td>
<td>BOG Nominating Committee Meeting</td>
</tr>
<tr>
<td>10/17</td>
<td>Women Leadership Alliance</td>
</tr>
<tr>
<td>10/18</td>
<td>HOD Region 5 and Region 1 Meetings</td>
</tr>
<tr>
<td>10/18</td>
<td>BOG Nominating Committee Meeting</td>
</tr>
<tr>
<td>10/19-20</td>
<td>ABA Center For Professional Responsibility Leadership Conference</td>
</tr>
<tr>
<td>10/23-25</td>
<td>Southern Oregon Tour with Vanessa Nedyke</td>
</tr>
<tr>
<td>10/29</td>
<td>BOG Nominating Committee Meeting</td>
</tr>
<tr>
<td>10/30</td>
<td>Cookie Meeting</td>
</tr>
<tr>
<td>10/31</td>
<td>Citizens’ Campaign for Court Funding Breakfast</td>
</tr>
<tr>
<td>11/01</td>
<td>BOG Retreat Planning Conference Call</td>
</tr>
<tr>
<td>11/02</td>
<td>HOD Meeting</td>
</tr>
<tr>
<td>11/02</td>
<td>BOG Meetings</td>
</tr>
<tr>
<td>11/02</td>
<td>Equity and Inclusion Training</td>
</tr>
<tr>
<td>11/05</td>
<td>Lunch w PLF CEO</td>
</tr>
<tr>
<td>11/06</td>
<td>WMAA Meeting</td>
</tr>
<tr>
<td>11/07</td>
<td>OSB Awards Luncheon</td>
</tr>
<tr>
<td>11/07</td>
<td>Meeting w Erin Esparza, new ED for Classroom Law Project</td>
</tr>
<tr>
<td>11/07</td>
<td>Guardian Partners Annual Dinner</td>
</tr>
<tr>
<td>11/13</td>
<td>Center for Women’s Leadership Big Talk Event</td>
</tr>
<tr>
<td>11/14</td>
<td>Rogue Women Lawyers Reception</td>
</tr>
</tbody>
</table>
Client Security Fund
Application for Reimbursement

Payments from the Client Security Fund are entirely within the discretion of the Oregon State Bar. Submission of this claim does not guarantee payment. The Oregon State Bar is not responsible for the acts of individual lawyers.

Please note that this form and all documents received in connection with your claim are public records. Please attach additional sheets if necessary to give a full explanation.

1. Information about the client(s) making the claim:
   a. Full Name: Denyse Marie Schwengela-Loe
   b. Street Address: 15721 SE Thorville Ave  
      (mailing address only)
   c. City, State, Zip: Portland, Or 97267
   d. Phone: (Home) 503 939 5768 (Cell) 503 868 5768
      (Other) Husband Shawn #971 204 6581
   e. Email: denyse0815@gmail.com (or) denyselee@gmail.com

2. Information about the lawyer whose conduct caused your claim (also check box 104 on page 3):
   a. Lawyer's Name: Jeffrey Scott Milestein
   b. Firm Name: Milestein Defense Law
   c. Street Address: 8129 Garden View Ave  
      Portland, Or 90236
   d. City, State, Zip: Portland, Or 97229
   e. Email: jeff@milesteindefenselaw.com

3. Information about the representation:
   a. When did you hire the lawyer? January 2015
   b. What did you hire the lawyer to do? Represent me in two cases. See Complaint for case number (Domestic Relations/Child Custody) and for a MVA accident I was involved in on 12/05/2014
   c. What was your agreement for payment of fees to the lawyer? 1600.00 retainer fee, plus 200.00 every two weeks until the custody case trial set originally 2/19/15.
   d. Did anyone else pay the lawyer to represent you? No, just me & husband
   e. If yes, explain the circumstances (and complete item 108 on page 3).

4. How much was actually paid to the lawyer? 1600.00 retainer paid January 31st, and a total of 2000$ by 6/2015
   b. What services did the lawyer perform? This lawyer was amid a serious drug addiction, and did nothing! I had all my paperwork and proof for the DR case ready, it should have been an easy win! He also lost my MVA case as we well, so both cases were negated to the trial dates, I lost over 200 thousand in MVA and lost custody of kids.
4. Information about your loss:
   a. When did your loss occur? The losses are ongoing! I lost the children 6/13/2015, AND I just lost the MVA 2/2017.
   b. What did you discover the loss? June was the worst. Losing your children due to a lawyer on drugs, is never an easy thing. The emotional stress alone can send a mother to the edge of sanity. The MVA was neglected altogether.
   c. Please describe what the lawyer did that caused your loss. He failed to turn in documents on time, failed to turn in a claim for the Auto accident altogether, and took almost 4600.00 in cash, and almost $1.5M (MVA) held in contempt 12/22.
   d. Total amount of your loss 4600.00 in cash, 200,000.00 or more (MVA), 1.8 years of time with my kids.
   e. How did you calculate your loss? I calculated the $4600.00 every time I gave him to defend and protect me.
   f. Amount you are requesting to be reimbursed 4600.00 every time I gave him to defend and protect me. (I added 1 paid $800 in August 2015 for an appeal in Oregon Courthouse which was no record of it being paid.)

5. Information about your efforts to recover your loss:
   a. Have you been reimbursed for any part of your loss? if yes, please explain. No event. He badgered us weekly for cash until I fired him in late September 2015.
   b. Do you have any insurance, indemnity or a bond that might cover your loss? If yes please explain: No. I lost my life, my car, my job, my home, my storage unit with everything we owned in it, we are currently 2 yrs HOMELESS and struggling for husband Shawn Lee to keep his job as a Medical Transport Driver for AM MEDICAL TRANSPORTATION.
   c. Have you made demand on the lawyer to repay your loss? When? Please attach a copy of any written demand. He was detained and arrested before I could, then he fled for California before I even found out what went wrong!
   d. Has the lawyer admitted that he or she owes you money or has he or she agreed to repay you? If yes, please explain. No. This lawyer is rotten. He knowingly took money from me, with NO intention of ever doing anything or any work on my case. He was rude to Judges Jones and Nancy of Clackamas County Courthouse on pre trial and on trial day, he made ALOT of empty promises to appeal, but they show no record of him doing anything for my case.
   e. Have you sued the lawyer or made any other claim? if yes, please provide the name of the court and a copy of the complaint. I intend to sue for MAL-PRACTICE due to DRUG ADDICTION and NEGLIGENCE in 1 month.
   f. Have you obtained a judgment? if yes, please provide a copy. He was disbarred early 2017, but resigned in 2018.
   g. Have you made attempts to locate assets or recover on a judgment? if yes, please explain what you found: No, he fled the state of Oregon, and I don't have the resources to go after him without representation. My new accident MVA lawyer Hala Gores, will give you exact details of his current status and whereabouts if you cannot locate.

8. Information about where you have reported your loss:
   - District Attorney
   - Police
   - Oregon State Bar Professional Liability Fund
     If yes to any of the above, please provide copies of your complaint, if available.
   - Oregon State Bar Client Assistance Office of Disciplinary Counsel

7. Did you hire another lawyer to complete any of the work? If yes, please provide the name and telephone number of the new lawyer. YES! First for the MVA Kaferey and McDougal who set on it without scrutinizing the details before they let me go, and finally HALA GORES 503 295 1240 who closed my last MVA claim, Feb 2017.
8. Please give the name and the telephone number of any other person who may have information about this claim:
Hala Gores 503 295 1940 and Kafoury & Mc Dougall Law Firm 411 SW 2nd Suite 200, Portland
Oregon 97204 503 224 2647 - Hala Gores is my Current Attorney, Kafoury & Mc Dougall dropped my AWA case due to being paid out on a claim by Muskrat.

9. Agreement and Understanding

The claimant agrees that, in exchange for any award from the Oregon State Bar Client Security Fund (OSB CSF), the claimant will:

a. Transfer to the Oregon State Bar all rights the claimant has against the lawyer or anyone else responsible for the claimant's loss, up to the amount of the CSF award.

b. Cooperate with the OSB CSF in its efforts to collect from the lawyer, including providing information and testimony in any legal proceeding initiated by the OSB CSF.

c. Notify the OSB CSF if the claimant receives notice that the lawyer has filed for bankruptcy relief.

d. Notify the OSB CSF if the claimant receives any payment from or otherwise recovers any portion of the loss from the lawyer or any other person on an entity and reimburse the OSB CSF to the extent of such payment.

10. Claimant's Authorization

a. ☐ Release of Files: I hereby authorize the release to the OSB Client Security Fund, upon request, of any records or files relating to the representation of me by the lawyer named in Question 2.

b. ☐ Payment to Third Party: I hereby authorize the OSB Client Security Fund to pay all amounts awarded to me to:

Name: Denyse Marie Schwengle-Lee
Address: 15721 SE Thorlilie Ave. (mailing address only) Clackamas, Or 97267
Phone: 503 689 8768
denyse (OR) 671 204 8831 shawn

11. Claimant's Signature and Verification

(Each claimant must have a notarized signature page. Please photocopy this page for each person listed in question 1.)

State of ___________________ County of ___________________

Upon oath or affirmation, I certify the following to be true:
I have reviewed the Rules of the Client Security Fund and the foregoing Application for Reimbursement; and submit this claim subject to the conditions stated therein; and the Information which I have provided in this Application is complete and true, to the best of my knowledge and belief.

Claimant's Signature

[Signature]

Signed and sworn (or affirmed) before me this 6th day of February 2017

Notary's Signature

[Signature]

Notary Public for Oregon

My Commission Expires 3-8-2019

Please complete page 4 if an attorney is representing you for this claim.
You are not required to have an attorney in order to file this claim. The CBF encourages lawyers to assist claimants in presenting their claims without charge. A lawyer may charge a fee for such work only if the following information is provided.

1. I authorize ___________________________ (print name of attorney) to act as my attorney in presenting my claim.

   **Claimant's Signature**

2. I have agreed to act as the claimant's attorney: (check one below)

   [ ] Without charge

   [ ] Under the attached fee agreement

---

<table>
<thead>
<tr>
<th>Attorney's Signature</th>
<th>Attorney's Bar No.</th>
<th>Attorney's Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Attorney's Address**
My complaint with Jeffrey S Milestein is based on two cases. The first: CR00146534 Custody Case Parks VS. Schwengela. I was referred to Mr. Milestein by the Mediation Program of Portland, Ore. Along with two additional referrals. He seemed professional until I signed a contract with him in January 2014, after which it was all down hill. The parent is in an MVA accident I was involved in, on December 5th, 2014. Our agreed fees were $1,000.00 in retainer fees, along with continued payments of 200.00 x 2 a month until my custody case settled in February 2015. At that time it was very more than I could afford considering the two prior cancer diagnoses I was informed about in August 2014. The medical bills with private pay insurance were so outrageous that I gave back the 2014 Toyota Yaris I was buying at the time, and I could not afford to pay rent with these 400.00 payments. I was making for the much needed medical treatments to control the symptoms (stage 1) cancer in my neck. Followed by a partial hysterectomy I would need to remove a 12th, throg that was diagnosed at 4 cm. Jeff promised to address the custody case aggressively, it should have been an easy win, I have been caring for my two children (one with ASD disorder) for the last 15 years. I had everything he needed to address my Exes concerns, and prove this case. Milestein was negligent in turning in needed documents to the court resulting in me almost being held in contempt of court 122+ times!!! He was unprofessional to the Plaintiff and his legal team as well. He promised to have counselors interview the children, and never did. He was very very disrespectful to Judge Kerby Norty, and James of the Clackamas County Courthouses in Clackamas Oregon on three the following June. Which had cost me 3500.00 as of June 2015, he lost my case. Then he promised to file an appeal hearing, but never did... He charged me 500's additional for the "supposed filing fee" which is no where to be found according to Clackamas County Court clunkers, on the day I finally begged about the status of my case. I also found out by October 2015 that he did not file a claim for the MVA case either... After many heated phone conversations, threats by Milestein to back off me, when I asked Virginia and my Ex Res Parks that he would represent me Pro Se vs the rest of my life it he ever took me back again to court. He threatened and lied to my husband repeatedly by email over the months of August-October and encouraged him to file to the courts, on our behalf several times over the 10 months he was my attorney. Finally his excuses were not enough to me, and again after a heated argument over the phone, I fired him. I did not know at the time, that I had two months on the MVA case to file a claim or loss. I did not find this out for almost a year, I found out about his internal mishandling around the time I hired Hale Gordon to represent me in the MVA case, that I would not be reimbursed for lost wages, medical expenses paid for out of pocket, or possible future health care for my shoulder and neck that was serious in nature, and getting worse without proper guidance by my attorney Jeff Milestein. Hale was the attorney that finally helped my husband and I to understand what was wrong. I lost my house, car, children, estranged my job and my health by this point. This was November of 2016. Once she enlightened us about his criminal charges, handled and tried to salvage what was left of my MVA claim, she recommended we write and comply to the Oregon State Bar regarding his negligence, unprofessional behavior. the way he hedged us for money and did nothing in return for that, his acting as to file to the Judge, and his constant lassitude in returning or turning in paperwork that was crucial to both cases. I sure hope that on February 7-10 th of 2017, Lincoln County will finally take care of this man and bring some justice to his life, He has cost me my entire world as I once knew it. Had I won the custody cases, things would have righted themselves for me eventually in the financial mess I had somehow come to know, and pay dearly for. All because of my decision to hire Mr. Milestein instead of Mr. Bast to litigate my case. Please help us out of homelessness, and return to us at least 4300.00 of the fees I have paid. He will never be able to fully recover from the car accident, and now my 200,000.00 claim, plus one more year of medical care, is 10,000.00. and I get NO CARE. I cannot express in words what he has done to my life. Not even an ocean of tears can bring back 1.5 years of times with my children, which I did nothing but get sick with cancer to face! Please help us back onto our feet financially. 2 years of homelessness trying to repair our homes and missing my children desperately, and no help from the legal system in anyway, leaves us in falen onto harder times than any one human should have to endure!

We thank you for taking the time to read my complaint.
Awaiting your speedy reply,

[Signature]

Darynse M. Schwengela-Lee
Straw W. Los
503-589-5798 darynse cell
971-224-8031 straw cell
darynselee@att.net
darynselee@msn.com
15721 SE Thornville Ave.
Portland, Or 97267
(mailing address only)

PS. Attached are documents regarding payments made in cash and by wire/mass email to Mr. Milestein. Any other documents you may need, please email Darynse at darynselee@att.net. Thank you
**400.00 Paid to Jeff Milstein 1-15-15**
(first installment of retainer fee)

<table>
<thead>
<tr>
<th>Date</th>
<th>Withdrawals</th>
<th>Debit</th>
<th>Balance</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/29/2015 04:02:30</td>
<td>($40.86)</td>
<td></td>
<td>$388.39</td>
<td>CARTER'S FOODMA-CARTER'S F06217 SE MILWAUKIE ORUS</td>
</tr>
<tr>
<td>01/29/2015 05:17:39</td>
<td></td>
<td>$429.25</td>
<td>$429.25</td>
<td>WAL-MART ASSOCIATES -PAYROLL</td>
</tr>
<tr>
<td>01/16/2015 04:58:04</td>
<td>($5.01)</td>
<td></td>
<td>$0.00</td>
<td>DOMINO'S 7234 MILWAUKIE ORUS</td>
</tr>
<tr>
<td>01/15/2015 05:20:42</td>
<td>($2.00)</td>
<td></td>
<td>$5.01</td>
<td>ATM Withdrawal Fee</td>
</tr>
<tr>
<td>01/15/2015 09:20:42</td>
<td>($62.50)</td>
<td></td>
<td>$7.01</td>
<td>Cardtronics CC 13604 SE POWELL BL PORTLAND ORUS</td>
</tr>
<tr>
<td>01/15/2015 07:41:18</td>
<td>($202.50)</td>
<td></td>
<td>$71.51</td>
<td>APTUS FINANCIA 10318 SE HOLGATE B PORTLAND ORUS</td>
</tr>
<tr>
<td>01/13/2015 09:10:00</td>
<td>($25.01)</td>
<td></td>
<td>$294.01</td>
<td>MCDONALD'S PR 1240 10376 SE 82 AV MILWAUKIE ORUS</td>
</tr>
<tr>
<td>01/15/2015 03:45:15</td>
<td>($201.00)</td>
<td></td>
<td>$299.06</td>
<td>Cardtronics CC 6217 SE KING RD MILWAUKIE ORUS</td>
</tr>
<tr>
<td>01/13/2015 03:01:32</td>
<td></td>
<td>$399.46</td>
<td>$390.16</td>
<td>WAL-MART ASSOCIATES -PAYROLL</td>
</tr>
<tr>
<td>01/01/2015 08:41:29</td>
<td>($1.99)</td>
<td></td>
<td>$0.62</td>
<td>GOOGLE *Cervo Media GOOGLE.COM/YOURUS</td>
</tr>
<tr>
<td>01/01/2015 18:30:20</td>
<td>($51.99)</td>
<td></td>
<td>$32.01</td>
<td>FYX SPOTIFY.FYX AXIS 1375280 NYSE</td>
</tr>
</tbody>
</table>
800.00 paid to Jeff Milstein on 2/6/15

<table>
<thead>
<tr>
<th>Date</th>
<th>Withdrawals</th>
<th>Deposits</th>
<th>Balance</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/05/2015 08:09:10</td>
<td>($216.93)</td>
<td></td>
<td>$160.05</td>
<td>OVR*O.CO/OVERSTOC K.COM</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OVR*O.CO/OVERSTOC K 800-8432446 UTUS</td>
</tr>
<tr>
<td>02/06/2015 09:24:38</td>
<td>($600.00)</td>
<td></td>
<td>$403.55</td>
<td>Facebook - EXPLORER 650-18711 CAUS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SQ MILSTEIN DEFENSE L SQ MILSTEIN DEFEN</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MILWAUKIE ORUS</td>
</tr>
<tr>
<td>02/07/2015 02:04:00</td>
<td>($2.00)</td>
<td></td>
<td>$1,078.50</td>
<td>ATM Withdrawal Fee</td>
</tr>
<tr>
<td>02/07/2015 02:04:00</td>
<td>($2.00)</td>
<td></td>
<td>$1,078.50</td>
<td>U.S. BANK USA MILWAUKIE MILWAUKIE ORUS</td>
</tr>
<tr>
<td>02/06/2015 11:10:18</td>
<td>($4.99)</td>
<td></td>
<td>$1,103.50</td>
<td>CARTER'S FOODS CARTER'S FO8217 SE MILWAUKIE ORUS</td>
</tr>
<tr>
<td>02/06/2015 07:00:17</td>
<td>($15.00)</td>
<td></td>
<td>$1,190.43</td>
<td>QI*BEAUTYBAR.COM 888-696-0420 NJUS</td>
</tr>
<tr>
<td>02/06/2015 07:19:29</td>
<td>($202.50)</td>
<td></td>
<td>$1,207.43</td>
<td>BESTBANK/ACCESS CHANS STEAKERY MILWAUKIE ORUS</td>
</tr>
</tbody>
</table>
IRREVOCABLE LETTER OF DIRECTION

September 23, 2015

Dear Jeffrey Milstein,

I hereby irrevocably direct my current attorney or any subsequent attorney or law firm that may represent me ("Seller’s Attorney") to endorse the legal owner of any Legal Claim(s) in which you represent me. I understand that by executing this irrevocable letter, I can at any time withdraw or revoke this letter. PLEASBE ADVISED THAT UNDER NO CIRCUMSTANCES MAY YOU, SELLER’S ATTORNEY, DISBURSE THE OASIS OWNERSHIP AMOUNT TO ME, ANY OTHER INDIVIDUALS, OR OTHER ENTITIES WITHOUT FIRST SATISFYING OASIS’ PURCHASED RIGHT. If a check is sent to me in error, I hereby request you the authority to endorse any check into my trust account and pay to Oasis its Ownership Amount. I certify that I do not have any outstanding part of my child support obligations.

Seller’s Attorney:

I have read the Nonrecourse Purchase Agreement and fully understand any obligations to Oasis. I instruct you, Seller’s Attorney, to provide Oasis with periodic information on my case and brief case status at any cost to Oasis, and in the event that you no longer represent me I instruct you to provide Oasis with any insurance, new attorney or other information requested. This letter may be executed in counterparts electronically, and/or facsimile, each of which shall be deemed an original and all of which shall together constitute a single agreement. By signing the acknowledgment below, you agree that this letter is from me and that you will comply with the terms of this Irrevocable Letter of Direction.

Sincerely,

Denise M. Schwegelwels

ATTORNEY ACKNOWLEDGMENT

I, Jeffrey Milstein, Esq., acknowledge receipt of Denise M. Schwegelwels’s Irrevocable Letter of Direction, the Nonrecourse Purchase Agreement, and the Notice of Purchase.

My letter is on a contingency basis and there are two separate letters of instruction (exclusive of attorney fees and costs) against the estate of approximately ______________________, and I will deliver the Oasis Ownership Amount subordinate to attorney fees, costs and related medical lien as per instructions above.

I fully expect that any Proceeds from the Legal Claim(s) will be sent to me directly and not directly to the claimant (Seller). I agree that all disbursements of proceeds will be made through my attorney trust account.

I have not, and will not accept any advice, direction, or payment from Oasis regarding the Legal Claim(s).

To the best of my knowledge, the above client has NOT received any previous cash fundings or another Legal Claim(s) except for the Purchase Agreement(s) with Oasis.

I will not participate in or acknowledge any future cash fundings for the above client without first resolving the Oasis Ownership Amount.

I agree and acknowledge that upon request, I will inform Oasis whether Denise M. Schwegelwels’s case is still pending. I will provide other non-privileged information to Oasis if needed and Denise M. Schwegelwels’s case actions, I will request a payoff and inform Oasis that the matter has settled.

I acknowledge that upon my signature below, I understand the Purchase Agreement will be executed by the Parties and Oasis will provide funding to Denise M. Schwegelwels. I will contact Oasis when the Legal Claim(s) has been resolved.

Please provide email for case updates:

E-mail: _______________________

All capitalized terms used herein are defined as set forth in the Purchase Agreement.
Dear Amber,

I am officially requesting a review of my CSF application by the OSB Board of Governors. The deadline is Monday October 8th, 2018.

I would also like for the review board to take into consideration that I have not been able to afford ANY representation, aside from the MVA attorney hired after Mr. Milstein was fired by me. Mr. Milstein did not give me any of the services he was suppose to provide for the MVA case, which ultimately rendered me disabled permanently. I have attached the current letter from my PCP.

He also failed to return all of my casework and correspondences for the MVA case, and I feel it was a deliberate attempt to sabotage my case, because I fired him. Hartford Insurance Company sent me a letter to 6789 S.E. Monroe St. Milwaukie, Or 97222, accepting fault for the collision that occurred on 12-05-2014, and I submitted it to Mr. Milstein in July of 2015, right in front of the Clackamas County Corrections Facility, per his request. We also paid him more money, which was after the DR case took place 06-11-2015. When Kafourey & McDougall took over the MVA case in November 2015, they had a difficult time getting Mr. Milstein to comply with their request to return all of my personal files, yet did so begrudgingly. That letter, which would have assisted Kafourey & McDougall in reaching a reasonable settlement with both auto insurance companies, was no where to be found in any of the files he did return. I'm not sure how I was suppose to move forward with my cases when much of the original documents were suddenly gone from my files! I have email and text correspondence between Milstein and myself, on the date, time and location of where we were suppose to meet, for us to deliver that important letter. Kafourey & McDougall dropped my case in May of 2016 because they felt they did not have the proper documents to produce a solid settlement for my case. Eventually I found Hala Gores to take my case, in November of 2016. That is when my husband and I found out about Mr. Milsteins resignation, and drug allegations. Keeping in mind I was sick with toximia (due to a 12lb fibroid) and I was awaiting the surgery to remove it, I was simultaneously needing dire care for the diagnosis from the MVA on 12-05-2014. He literally took my money, took away the possibility of a decent settlement, by failure to return paperwork from my files!!! Hala Gores was shocked and disgusted at what a mess she had to clean up, and the mounting medical bills I was left to pay, sorting those out took the better part of 2017. Mr. Milstein was indeed responsible for the loss of those letters, the loss of both of my cases and the loss of quality of life for myself, husband and children. The damages have cost us everything we worked for, my ability to work in the future, and has cost me almost 4 years of time with my two awesome children Melanie, and Nate Parks.

I will be seeking legal counsel on Monday, October 8th 2018 with J. Michael Harris, to discuss any options I might have at this time. It would be a travesty for this to remain unresolved. For this has ruined my life, the lives of my children as they knew it, and all of our futures. Mr. Milstein must be found, and be held accountable for the damage he has caused, in lieu of his drug addiction problems. I referred Lourdes Cruz to Mr. Milstein, and he took her money as well, I'm not sure I can ever forgive myself for that! I am very leary of attorneys these days. Thanks to Mr. Milstein.

I would like to say thank you, to all of the OSB staff, and investigators for taking the time to review my cases! I would appreciate greatly that the Board of Governers review my
application! I am requesting all text logs from my old cell carrier, and will submit them when received. Hala Gores may be reached at: 503-295-1940 should you have anymore questions.

Respectfully,

Denyse Schwengels-Loe
971-930-5610
denyloe0815@gmail.com
denyseloe@yahoo.com
6285 SE Caldwell Rd. Apt 27
Gladstone, Or. 97027
No
Client Security Fund  
Application for Reimbursement  
2017-10

Payments from the Client Security Fund are entirely within the discretion of the Oregon State Bar. 
Submission of this claim does not guarantee payment. 
The Oregon State Bar is not responsible for the acts of individual lawyers.

Please note that this form and all documents received in connection with your claim are public records. 
Please attach additional sheets if necessary to give a full explanation.

1. Information about the client(s) making the claim:
   a. Full Name: Justin Frazier
   b. Street Address: 15745 SW Queen Victoria Place
   c. City, State, Zip: Clackamas, OR 97062
   d. Phone: (Home) 503-947-4695 (Cell)  
   e. Email: Sir Justin@icloud.com

2. Information about the lawyer whose conduct caused your claim (also check box 10A on page 3):
   a. Lawyer’s Name: Jeffrey Miller
   b. Firm Name: Millstein Defense Law
   c. Street Address: 2029 SE Jefferson St. Ste. 107
   d. Phone: 503-880-6757 503-791-2084
   e. Email: Jeffrey@millsteindefenselaw.com

3. Information about the representation:
   a. When did you hire the lawyer? 7-21-2015
   b. What did you hire the lawyer to do? Representation for Case # 01348224T 2 and #142052 CR 1 in addition to an additional oral agreement concerning bail for 2 additional arrest cycles post bail. $7,700
   c. What was your agreement for payment of fees to the lawyer? (attach a copy of any written fee agreement) See attached. Paid in full on 7-21-15
   d. Did anyone else pay the lawyer to represent you? No, I paid from family money set aside
   e. If yes, explain the circumstances (and complete item 10B on page 3).
   f. How much was actually paid to the lawyer? $2,500
   g. What services did the lawyer perform? $500 cash paid as damages due to losses.
h. Was there any other relationship (personal, family, business or other) between you and the lawyer?  
no. client attorney relationship

4. Information about your loss:
   a. When did your loss occur?  
      10/28/2016 was the date. I was understanding the reality of my loss.
    b. When did you discover the loss?  
      10/20/2016
    c. Please describe what the lawyer did that caused your loss.  
      He lost his license to practice law in the state of Oregon. And was banned from the Oregon State Bar Association.
    d. How did you calculate your loss?  
      Two cases are attached to this complaint. To receive a representation up to standards and legal ethics.

5. Information about your efforts to recover your loss:
   a. Have you been reimbursed for any part of your loss?  
      NO
    b. Do you have any insurance, indemnity or a bond that might cover your loss?  
      NO
    c. Have you made demand on the lawyer to repay your loss? When?  
      NO  
      Please attach a copy of any written demand.
    d. Has the lawyer admitted that he or she owes you money or has he or she agreed to repay you?  
      I have a legal binding document for my reputation by Jerey Miller and also a verbal agreement concerning my intellectual property.
    e. Have you sued the lawyer or made any other claim?  
      NO  
      If yes, please provide the name of the court and a copy of the complaint.
    f. Have you obtained a judgment?  
      YES
    g. Have you made attempts to locate assets or recover on a judgment?  
      YES  
      Please explain what you found:

6. Information about where you have reported your loss:
   □ District attorney
   □ Police
   □ Oregon State Bar Professional Liability Fund  
      If yes to any of the above, please provide copies of your complaint, if available.
   □ Oregon State Bar Client Assistance Office or Disciplinary Counsel

7. Did you hire another lawyer to complete any of the work?  
   Yes. Ms. Spinks w/ Metropolitan Public Defender
   
   Amanda Alvarez  
   Law Office of Clark, Etc.
   Metropolitan Public Defender Portland, OR

   Attorney for Plaintiff
   
   Telephone: 503 726-7900
8. Please give the name and the telephone number of any other person who may have information about this claim: 

[Handwritten names and phone numbers]

9. Agreement and Understanding

The claimant agrees that, in exchange for any award from the Oregon State Bar Client Security Fund (OSB CSF), the claimant will:

a. Transfer to the Oregon State Bar all rights the claimant has against the lawyer or anyone else responsible for the claimant's loss, up to the amount of the CSF award.

b. Cooperate with the OSB CSF in its efforts to collect from the lawyer, including providing information and testimony in any legal proceeding initiated by the OSB CSF.

c. Notify the OSB CSF if the claimant receives notice that the lawyer has filed for bankruptcy relief.

d. Notify the OSB CSF if the claimant receives any payment from or otherwise recovers any portion of the loss from the lawyer or any other person on entity and reimburse the OSB CSF to the extent of such payment.

10. Claimant's Authorization

a. [Check box] Release of Files: I hereby authorize the release to the OSB Client Security Fund, upon request, of any records or files relating to the representation of me by the lawyer named in Question 2.

b. [Check box] Payment to Third Party: I hereby authorize the OSB Client Security Fund to pay all amounts awarded to me to:

Name: Justin Frazier
Address: 15745 SW Queen Victoroe PL, Sherwood, OR 97139
Phone: 503-447-4695

11. Claimant's Signature and Verification

(Each claimant must have a notarized signature page. Please photocopy this page for each person listed in question 1.)

State: Oregon
County: Washington

Upon oath or affirmation, I certify the following to be true:

I have reviewed the Rules of the Client Security Fund and the foregoing Application for Reimbursement; and submit this claim subject to the conditions stated therein; and the information which I have provided in this Application is complete and true, to the best of my knowledge and belief.

Signed and sworn (or affirmed) before me this 13 day of March, 2017

[Signature]

Notary's Signature
Notary Public for Oregon
My Commission Expires 10/29/2018

Please complete page 4 if an attorney is representing you for this claim.
November 6, 2017

Camille Greene  
Oregon State Bar  
Client Security Fund  
PO Box 231935  
Tigard, OR 97281-1935  

RE: Claim vs. Jeffrey Scott Milstein, OSB # 084228  

Dear Ms. Greene:  

As you know, I represent Julia Wicht. She was awarded a judgment against Oregon attorney Jeffrey Milstein for funds she paid on behalf of her grandson, Justin Fraiser, for representation in a legal matter.  

I ask that you re-consider your previous denial to pay Ms. Wicht from the Client Security Fund. I have enclosed a copy of the Judgment. I wanted to reach out to you first before attempting to issue a writ of garnishment. This office is taking all steps necessary to hold Mr. Milstein accountable and to compensate Ms. Wicht for his theft. We are trying to do so while being mindful of this office’s fees. In that regard, please let me know if the Client Security Fund will satisfy this Judgment, or whether a garnishment is necessary to respond.  

Your anticipated cooperation is appreciated.  

Sincerely,  

Katelyn D. Skinner  

KDS/ks/wag  
Enclosure  
cc: client  
file
IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH
Small Claims Department

JULIA WICHT

v.

JEFFREY SCOTT MILSTEIN

Plaintiff(s)

CASE No. 17SC28795

Small Claims Judgment
AND MONEY AWARD

General □ Limited □ Supplemental

Defendant(s)

Submitted by: Julia Wicht

The court grants judgment for Julia Wicht ("judgment creditor") and against Jeffrey Scott Milstein ("judgment debtor").

In addition to or instead of a money award, the following provisions are ordered:

MONEY AWARD
1. Judgment Creditor: Julia Wicht 12755 SW Prince Albert Street King City, OR 97224
      Lake Oswego, OR 97035
      □ Additional information attached, titled "Additional Judgment Creditors" 503-628-8900

2. Judgment Debtors: Jeffrey Scott Milstein

<table>
<thead>
<tr>
<th>Name(s)</th>
<th>Name(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address(es)</td>
<td>Address(es)</td>
</tr>
<tr>
<td>2010 Palisades Drive</td>
<td>Pacific Palisades, CA 90272</td>
</tr>
<tr>
<td>Year of Birth</td>
<td>Year of Birth</td>
</tr>
<tr>
<td>1970</td>
<td>1970</td>
</tr>
<tr>
<td>SSN (last 4 digits)</td>
<td>SSN (last 4 digits)</td>
</tr>
<tr>
<td>xxx-xx-8477</td>
<td>xxx-xx-8477</td>
</tr>
<tr>
<td>Driver License #</td>
<td>Driver License #</td>
</tr>
<tr>
<td>xxx2235 (Oregon)</td>
<td>xxx2235 (Oregon)</td>
</tr>
<tr>
<td>Lawyer Name</td>
<td>Lawyer Name</td>
</tr>
<tr>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

"Please write "unknown" or "n/a" (not applicable) for sections you leave blank.

3. No person or public body other than Judgment Creditor and Judgment Creditor's lawyer is entitled to any part of this money award EXCEPT:

4. The total amount awarded by this judgment is $5,217, which includes:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Money Award</td>
<td>$5,000</td>
</tr>
<tr>
<td>2. Prejudgment Interest</td>
<td>$</td>
</tr>
<tr>
<td>3. Costs &amp; Service Expenses</td>
<td>$167</td>
</tr>
<tr>
<td>4. Attorney Fees</td>
<td>$</td>
</tr>
<tr>
<td>5. Treating Party Fee (listed at ORS 22.100)</td>
<td>$50</td>
</tr>
</tbody>
</table>

This prejudgment interest on the amount in section 1 and at the rate set by ORS 82.010(2) or agreement of the parties, and in sections 3, 4, and 5 at the rate set by ORS 82.010(2)

Date 10-26-77

Circuit Court Judge: Cover Block
CERTIFICATE OF COMPLIANCE WITH UTCR 5.100(1)

I hereby certify that I complied with UTCR 5.100(1) with respect to the Order or Judgment to which this certificate is attached by doing the following:

Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.

DATED: 10-13-17

Julia Wicht, Plaintiff
Dear Helen Hirschbiel,

I am writing to appeal the decision made by the Oregon State Bar Security Fund Committee, "members of a larger group." I paid for services from a certified member of your Bar association, his name is Jeffrey Millstein. I understand that you misunderstood what is actually going on. I am on post prison probation still because of this misunderstanding of loss. I didn't know how much a person has to go through to be considered a "loss." However, I know that you must not understand the hell I have gone through because of what matters!

Here is a list of what I consider loss:
- The $3,000 dollars paid for what kind of service? The attorney I received in stead of Mr. Millstein proceeded with court under false circumstances. The courthouse was closed.
  1. Due to hazardous road conditions (my witness couldn't make it to court).
  2. The sworn that arrested me was on it in jail for soliciting a 14 year old boy online.
  3. My brother was on probation during the time of these happenings and was not allowed to the restaurant where the crime happened.
  4. The victim was clearly trespassing and had no permission to enter my place of residence.

Need I go on... what's a person got to do for help?

Sincerely,

Jeffreym.
Oct. 13, 201

Amber Hollister,

Re: Client Security Fund Claim

November - 2017 - 10

Lawyer: Jeffery Millstein

Dear Ms. Hollister,

After reviewing your letter stating the outcome of the Client Security Fund Committee's decision for reimbursement due to the fact that Mr. Millstein did not show up to court as agreed upon as an official paid representative to my person, Justin K. Frazier. I note to disclose that I was "taken back" and really confused about how the Client Security funds committee's decision. The bottom line is, Jeffery Millstein, and I made arrangements to meet, receive payment of $3,000, as well as made further arrangements to meet on several occasions to discuss my case, and find a reasonable understanding of my rights. During our meetings, Jeffery Millstein, and I had come to understand that
My Case, and the Charges I was being taken to Court for an arraignment to State our arguments, and had plenty of proof, and had discovered multiple discrepancies concerning my rights, police procedures, and several sound arguments affecting my life and freedom. Long story short, Mr. Millstein, and myself had become aware that it would be more likely to be found innocent, and getting my charges dismissed would not be a problem what so ever. In fact we had found that, both victims concerning the matters involving my actions, and bad police work. We were both at fault and should had been arrested for trespassing, as well as fraud, and mistreatment of the Elderly. Not only did I loose my freedom; I lost my fortune, $3000, my Mental health was severely Compromised due to the actions that had been made by Jean Meyer, and also my brother is willing to explain to
the court or whoever the reality of what happened on the day I was charged with a list of crimes I did not commit. Because of Mr. Millstien's non-compliance, and failure to appear, I suffered many unreasonable consequences, and spent over 6 months incarcerated because Mr. Millstien did not follow through with what he was paid to do. I still remain at even more losses today! I am still on post prison, and owe over $6,000 in fines because of Mr. Millstien's failure to follow through with our attorney/client contract. I wrote to Helen Fierschdel on made an informal appeal in a handwritten statement. I am also doing the same now; I am formally stating that I completely disagree with the client's security and I want to withdraw my statements and wish to proceed with whatever other letters or statements needed in order.
to get my money back for 
Mr. Millstein’s failure to 
follow through with paid representation 
on my behalf, and also need to 
find out what I can do about 
not getting a fair trial, or 
adequate representation while 
being forced to stand trial 
during a mental health crisis, and 
not being able to be considered 
competent. Please let me 
know my options. I look forward 
to getting these matters straightened 
out, and reimbursed for services 
that were not treated fairly or 
by the person paid to represent my 
person for criminal conviction.

Sincerely,

Justin Frazier

503 319 4432

Justin Frazier
Strawberry Buddha@Outlook.com
1. Information about the client(s) making the claim:
   a. Full Name: Stepanov Shawn Yovan
   b. Street Address: PO Box 1461 / 125 Barker Drive
   c. City, State, Zip: Merlin, Oregon, 97532
   d. Phone: (Home) ___________________ (Cell) 541-226-1191
   (Work) ___________________ (Other) ___________________
   e. Email: ssvoyavan@engineer.com

2. Information about the lawyer whose conduct caused your claim (also check box 10A on page 3):
   a. Lawyer's Name: G Jefferson Campbell Jr
   b. Firm Name: G Jefferson Campbell Jr P.C. Attorneys at Law
   c. Street Address: PO Box 296 / 147 N. Holly
   d. City, State, Zip: Medford, Oregon, 97501
   d. Phone: 541-776-5025 His Residence (541-749-1805)
   e. Email: jeff-gjcpc@qwest.net

3. Information about the representation:
   a. When did you hire the lawyer? ____________ Dispute with Auto dealership
   b. What did you hire the lawyer to do? ____________ Represent my Best Interests for a Lawsuit against the dealership. Original time date was 1999. All claims finally settled on 2/8/13 (except child support lien on the trust account)
   c. What was your agreement for payment of fees to the lawyer? (attach a copy of any written fee agreement)
   In Beginning it was flat fees/hourly, then it change to contingency of winning.
   d. Did anyone else pay the lawyer to represent you? ____________________________ No
   e. If yes, explain the circumstances (and complete item 10B on page 3):

   ____________________________________________________________________________
   f. How much was actually paid to the lawyer? (please attach proof of payment, if any) ____________ too many years to add up
   g. What services did the lawyer perform? ____________ Sued Auto dealership.
h. Was there any other relationship (personal, family, business or other) between you and the lawyer?
   No, found him in the phone book (yes, please Book it was 1998)

4. Information about your loss:
   a. When did your loss occur? 
      Unsure, sometime before 4/12/16
   b. When did you discover the loss? 
      4/12/16 confirmed 8/10/17
   c. Please describe what the lawyer did that caused your loss: 
      He kept my share of my lawsuit winnings that were placed in an Interest bearing trust account for my benefit.
   d. Total amount of your loss: $17,921.50
   e. How did you calculate your loss? Please see attached Exhibit A (23 pg)
   f. Amount you are requesting to be reimbursed: $17,921.50 plus Interest (if allowable)

5. Information about your efforts to recover your loss:
   a. Have you been reimbursed for any part of your loss? If yes, please explain: Bounced checks
      See attached Exhibit B (1 pg)
   b. Do you have any insurance, indemnity or a bond that might cover your loss? If yes, please explain: NONE
   c. Have you made demand on the lawyer to repay your loss? When? Please attach a copy of any written demand. 
      Yes by phone: 5/15/16, 10/14/16, 12/15/16, 4/15/17
   d. Has the lawyer admitted that he or she owes you money or has he or she agreed to repay you? If yes, please explain:
      Yes, please see his letters to me Exhibit C (2 pg)
   e. Have you sued the lawyer or made any other claim? If yes, please provide the name of the court and a copy of the complaint.
      I have not sued him. I don't have a financial situation to hire an attorney and sue him.
   f. Have you obtained a judgment? If yes, please provide a copy: NA
   g. Have you made other attempts to locate assets or recover on a judgment? If yes, please explain what you found: NA

6. Information about where you have reported your loss:
   [ ] District attorney
   [ ] Police
   [X] Oregon State Bar Professional Liability Fund
      If yes to any of the above, please provide copies of your complaint, if available.
   [ ] Oregon State Bar Client Assistance Office or Disciplinary Counsel

7. Did you hire another lawyer to complete any of the work? If yes, please provide the name and telephone number of the new lawyer.
   No, I have not. I don't have a financial situation to hire an attorney.
8. Please give the name and the telephone number of any other person who may have information about this claim: Debra Cox (was his secretary during the time) 541-683-7478

9. Agreement and Understanding

The claimant agrees that, in exchange for any award from the Oregon State Bar Client Security Fund (OSB CSF), the claimant will:

a. Transfer to the Oregon State Bar all rights the claimant has against the lawyer or anyone else responsible for the claimant's loss, up to the amount of the CSF award.

b. Cooperate with the OSB CSF in its efforts to collect from the lawyer, including providing information and testimony in any legal proceeding initiated by the OSB CSF.

c. Notify the OSB CSF if the claimant receives notice that the lawyer has filed for bankruptcy relief.

d. Notify the OSB CSF if the claimant receives any payment from or otherwise recovers any portion of the loss from the lawyer or any other person or entity and reimburse the OSB CSF to the extent of such payment.

10. Claimant's Authorization

a. [Check box] Release of Files: I hereby authorize the release to the OSB Client Security Fund, upon request, of any records or files relating to the representation of me by the lawyer named in Question 2.

b. [Check box] Payment to Third Party: I hereby authorize the OSB Client Security Fund to pay all amounts awarded to me to:

Name: __________________________________________________________
Address: _________________________________________________________
Phone: __________________________________________________________

11. Claimant's Signature and Verification

(Each claimant must have a notarized signature page. Please photocopy this page for each person listed in Question 1.)

[Signature]

State of __________________________
County of _________________________

Upon oath or affirmation, I certify the following to be true:

I have reviewed the Rules of the Client Security Fund and the foregoing Application for Reimbursement and submit this claim subject to the conditions stated therein; and the information which I have provided in this Application is complete and true, to the best of my knowledge and belief.

Claimant's Signature ________________________________

Signed and sworn (or affirmed) before me this 15th day of November 2017.

Notary's Signature ________________________________

Notary Public for Oregon
My Commission Expires: Aug 7, 2021

Please complete page 4 if an attorney is representing you for this claim.
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/8/2013</td>
<td>Remaining settlement disbursement to S Shawn Yovan, into client interest bearing Trust account for S Shawn Yovan's behalf, until disputed resolved (Re: Oregon Dept of child support) 32928.00</td>
</tr>
<tr>
<td>1/6/2016</td>
<td>Average interest rate for client interest bearing account. (From an estimated calculation from average attorney trust accounts.) 0.014</td>
</tr>
<tr>
<td></td>
<td>Years of accrued interest (2/8/13 - 1/6/16) 35 months 2.92 years</td>
</tr>
<tr>
<td></td>
<td>Simple Interest calculation (calculator.net) see attached 1369.27 total (b)</td>
</tr>
<tr>
<td></td>
<td>Balance of S Shawn Yovan's interest bearing trust account before payment to Oregon Dept of Child support, (Total (a) + Total (b)) 34292.27 total (c)</td>
</tr>
<tr>
<td>1/6/2016</td>
<td>Payment to Oregon Dept of child support from S Shawn Yovan's Interest bearing client trust account 16370.7 total (d)</td>
</tr>
<tr>
<td>1/5/2016</td>
<td>Remaining Balance of S Shawn Yovan's Interest bearing client trust account: (Total (c) - Total (d)) = Total (e) 17921.57 total (e)</td>
</tr>
<tr>
<td>4/13/2016</td>
<td>Total outstanding amount due to client S Shawn Yovan 17921.57</td>
</tr>
</tbody>
</table>
Dear

I am enclosing a check for $200 for a portion of the costs of the office equipment and supplies for the month of November, 1928. Everything works well, but some items I have not yet received. I am sorry to have to request these additional payments. Everything is in good order, my health is much improved and I am too busy to complain about my health. My income has increased and I am better off. I am able to prepare more reads and I have received your requested. Everything is in good order. It is important to me if my health continues to improve and I am unable to complete any tasks. I will continue to increase my reading. I have found new books and I am better able to read them. I am very grateful for this.

If you have any questions, you may reach me at

Very truly yours,

[Signature]

[Date]
Dear [Name],

Thank you for your interest in our latest products. We appreciate your support and hope to continue working with you in the future.

I am happy to inform you that our new line of [product] is now available. The [product] is designed to [benefit].

May the New Year bring you joy, health, and prosperity.

Best regards,

[Signature]
Accounting on Partial Disbursement of Settlement Funds

Lithia Medford LM, Inc. v. Shawn S. Yovan
Jackson County Circuit Court Case No. 01-0895-L-1(2)
Oregon Court of Appeals Case No. A128045
Oregon Supreme Court Case No. S057383

February 8, 2013

Receipts

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/30/13</td>
<td>Settlement Proceeds Check from Lithia Motors Support Services, Inc.</td>
<td>$122,606.46</td>
</tr>
<tr>
<td>01/30/13</td>
<td>Settlement Proceeds Check from Motorist Commercial Mutual Insurance Co.</td>
<td>$25,000.00</td>
</tr>
<tr>
<td></td>
<td>Total Receipts</td>
<td>$147,606.46</td>
</tr>
</tbody>
</table>

Disbursements

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/04/13</td>
<td>Ck #4486, G. Jefferson Campbell, Jr., P.C. - Attorney Fees and Expenses</td>
<td>($88,433.87)</td>
</tr>
<tr>
<td>02/08/13</td>
<td>Ck #2827, Stefan Shawn Yovan - Authorized Disbursement Above Oregon Department of Justice, Division of Child Support Lien Claim</td>
<td>($26,244.59)</td>
</tr>
<tr>
<td></td>
<td>Total Disbursements</td>
<td>$114,678.46</td>
</tr>
</tbody>
</table>

Amount Retained in Trust

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/08/13</td>
<td>Disputed Lien Claim Amount of Oregon Department of Justice, Division of Child Support (As per written authorization, dated February 7, 2013, authorizing release of settlement proceeds to Stefan Shawn Yovan above this amount. To be transferred to interest bearing trust account, pending resolution of dispute within next six months)</td>
<td>$32,928.00</td>
</tr>
<tr>
<td></td>
<td>Balance</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Read and Approved

Stefan Shawn Yovan

Date: 02/08/13
Payment History

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/28/2014</td>
<td>-$20.00</td>
<td>-$23.69</td>
</tr>
<tr>
<td>2/28/2016</td>
<td>-$178.62</td>
<td>-$178.62</td>
</tr>
<tr>
<td>6/28/2016</td>
<td>-$98.31</td>
<td>-$98.31</td>
</tr>
<tr>
<td>7/28/2016</td>
<td>-$79.31</td>
<td>$79.31</td>
</tr>
<tr>
<td>8/28/2016</td>
<td>-$69.31</td>
<td>$69.31</td>
</tr>
<tr>
<td>9/28/2016</td>
<td>-$69.31</td>
<td>$69.31</td>
</tr>
<tr>
<td>10/28/2016</td>
<td>-$69.31</td>
<td>$69.31</td>
</tr>
</tbody>
</table>

Payment information is displayed for the last 12 months at a minimum.

Please note: The actual receipt can vary. If the information is not displayed or if there are discrepancies, please contact the Oregon Child Support Program for verification.

Case Notes:
- Multiple entries are shown.
- Amounts may vary.
- Dates may be approximate.
### Oregon Child Support Program

#### Payment History

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/07/16</td>
<td>$1,049.25</td>
<td>01/12/16</td>
<td>$5,144.98</td>
</tr>
<tr>
<td>01/12/16</td>
<td>$5,144.98</td>
<td>01/17/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>02/01/16</td>
<td>$113.95</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>02/01/16</td>
<td>$113.95</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>02/01/16</td>
<td>$113.95</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>03/01/16</td>
<td>$113.95</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>04/12/16</td>
<td>$113.95</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>05/12/16</td>
<td>$113.95</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>06/12/16</td>
<td>$113.95</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>07/12/16</td>
<td>$113.95</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>08/12/16</td>
<td>$113.95</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>09/12/16</td>
<td>$113.95</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>10/12/16</td>
<td>$113.95</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>11/12/16</td>
<td>$113.95</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>12/12/16</td>
<td>$113.95</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>01/02/17</td>
<td>$47.02</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>02/02/17</td>
<td>$47.02</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>03/02/17</td>
<td>$47.02</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>04/02/17</td>
<td>$47.02</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>05/02/17</td>
<td>$47.02</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>06/02/17</td>
<td>$47.02</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>07/02/17</td>
<td>$47.02</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>08/02/17</td>
<td>$47.02</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>09/02/17</td>
<td>$47.02</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>10/02/17</td>
<td>$47.02</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>11/02/17</td>
<td>$47.02</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
<tr>
<td>12/02/17</td>
<td>$47.02</td>
<td>01/07/16</td>
<td>$1,049.25</td>
</tr>
</tbody>
</table>

---

If you are not expecting a last payment and have not renewed to go to [Payment History](https://secure.oregon.gov/caseworkerinformation/payment_history_results.aspx).
<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/15/2015</td>
<td>$47.02</td>
</tr>
<tr>
<td>07/23/2015</td>
<td>$291.05</td>
</tr>
<tr>
<td>07/23/2015</td>
<td>$47.02</td>
</tr>
<tr>
<td>08/25/2015</td>
<td>$291.05</td>
</tr>
<tr>
<td>09/17/2015</td>
<td>$47.02</td>
</tr>
<tr>
<td>10/13/2015</td>
<td>$291.05</td>
</tr>
<tr>
<td>10/14/2015</td>
<td>$47.02</td>
</tr>
<tr>
<td>11/06/2015</td>
<td>$291.05</td>
</tr>
<tr>
<td>11/07/2015</td>
<td>$17.02</td>
</tr>
<tr>
<td>12/02/2015</td>
<td>$291.05</td>
</tr>
<tr>
<td>12/11/2014</td>
<td>$291.05</td>
</tr>
<tr>
<td>01/18/2014</td>
<td>$47.02</td>
</tr>
<tr>
<td>02/18/2014</td>
<td>$17.02</td>
</tr>
<tr>
<td>03/18/2014</td>
<td>$17.02</td>
</tr>
<tr>
<td>04/18/2014</td>
<td>$17.02</td>
</tr>
<tr>
<td>05/18/2014</td>
<td>$17.02</td>
</tr>
<tr>
<td>06/18/2014</td>
<td>$17.02</td>
</tr>
<tr>
<td>07/18/2014</td>
<td>$17.02</td>
</tr>
<tr>
<td>08/18/2014</td>
<td>$17.02</td>
</tr>
<tr>
<td>09/18/2014</td>
<td>$17.02</td>
</tr>
<tr>
<td>10/18/2014</td>
<td>$17.02</td>
</tr>
<tr>
<td>11/18/2014</td>
<td>$17.02</td>
</tr>
<tr>
<td>12/18/2014</td>
<td>$17.02</td>
</tr>
</tbody>
</table>
Dear Helen Hierschbiel, CEO, Oregon State Bar,

RE: Client Security Fund Claim No. 2017-48

I would like to inform you that I wish a request for Review, regarding my claim.

I submitted a claim for reimbursement to the Client Security Fund Committee, which was received December 13, 2017. This claim was finally brought to the committee on September 15, 2018. I received an email stating that my claim for $17,921.57 was denied. “The Committee concluded that by not obtaining a civil judgement this claim could not be granted under Rule 2.1.6.”

At the time of my application to the Client Security Fund Committee, I had discussed with someone at the phone number (800) 452-8260, that I had not been able to seek a legal judgement against G. Jefferson Campbell Jr. I recall being told that extreme hardship circumstances would be considered if I was financially unable to pursue regular legal courses against Mr. G. Jefferson Campbell Jr. In which case, I was advised to look at OSB Client Security Fund Rules (revised 9/8/2017) Section 2.6.

Attached is a PDF of my application and exhibits. In section 5e and 7, it is noted that I could not at the time financially afford an attorney to pursue my claim. At the time I filed my claim with the Client Security Fund I was injured on the job, only receiving worker’s compensation benefits. Current to date, I am still injured and only receiving worker’s compensation benefits.

However, since the I was notified of my denial from the Client Security Fund Committee, I have been preparing a legal claim against G Jefferson Campbell Jr. I filed a complaint in Jackson County Circuit Court on Oct 4, 2018. A PDF is also included, for your records. I still have no attorney, and I didn’t know I could or even how to file. I am planning on doing my best. The filing Fee was $267.00, which I had to barrow from a friend.

At this point, I ask you to review my claim 2017-48, if you cannot see to overturn the committee’s decision, then I request that my case be left open waiting outcome of complaint filed in Jackson County, Oregon.

I have also mailed a paper copy of this request to: Helen Hierschbiel, CEO, Oregon State Bar, P.O. Box 231935 Tigard, OR 97281-1935

Thank You for your time,

Sincerely,

Stefan S Yovan
PO Box 1461
Merlin, Oregon 97532
541-226-1191
ssyovan@engineer.com

Sent: Monday, September 17, 2018 at 4:15 PM
From: "Cassandra Dyke" <cdyke@osbar.org>
September 17, 2018

Stefan Shawn Yovan
PO Box 1461
Merlin, OR 97532
ssyovan@engineer.com

Re: Client Security Fund Claim No. 2017-48
Lawyer: G. Jefferson Campbell Jr.

Dear Mr. Yovan:

At its meeting on September 15, 2018 the Client Security Fund Committee considered your claim for reimbursement. After discussing the facts and the requirements for eligibility for reimbursement, the committee voted to deny your claim for $17,921.57 against Mr. Campbell. The Committee concluded that by not obtaining a civil judgment this claim could not be granted under Rule 2.1.6.

Under Client Security Fund Rule 4.10.1 the denial of this claim by the committee is final, unless your written request for review by the Oregon State Bar Board of Governors is received by the Executive Director within 20 days of the date of this letter. Requests for Board review must be sent to: Helen Hierschbiel, CEO, Oregon State Bar, P.O. Box 231935 Tigard, OR 97281-1935

If no request for review is received from you within the allotted time, the committee’s decision will be final and the file will be closed.

Please do not hesitate to contact me should you wish any further information.

Sincerely,

Amber Hollister
cc: Nancy Cooper, CSF Committee Chair
    G. Jefferson Campbell Jr, Attorney
    Ann Ledgerwood, Investigator

Cassandra Dyke
General Counsel Program Coordinator
General Counsel’s Office
503-431-6334
cdyke@osbar.org

Oregon State Bar • 16037 SW Upper Boones Ferry Road • PO Box 231935 • Tigard, OR 97281-1935 • www.osbar.org

Please note: Your email communication may be subject to public disclosure. Written communications to or from the Oregon State Bar are public records that, with limited exceptions, must be made available to anyone upon request in accordance with Oregon's public records laws.
IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR JACKSON COUNTY

STEFAN SHAWN YOVAN,

Plaintiff,

vs.

G JEFFERSON CAMPBELL JR,

Defendant

Case No.: 18CV44913
Judge: Gerking, Timothy

CIVIL PROCEEDING AND NOTICE OF COMPLAINT, BREACH OF CONTRACT
FEE AUTHORITY: ORS 21.160(1)(B)

$17,921.57 prayed amount

I, Stefan Shawn Yovan, Plaintiff, claim on or about January 6, 2016, the above-named defendant, G Jefferson Campbell Jr, released funds in the amount of $16,370.70 held by his Law firm in Medford, Oregon, from an interest-bearing trust account without written consent from myself and without my knowledge of such transaction, and the remaining funds of $17,921.57 of my money disappeared from the trust account. As of September 18, 2018, the balance of $17921.57 still remains due.

At this time, I am pursuing $17,921.57 plus reasonable interest of 5% APR from January 6, 2016 until debt is paid in full, including any and all court, arbitration, witness, etc. fees to be entered at the time of successful judgement against Mr. Campbell.

DELRARATION OF GOOD FAITH EFFORT

I, Stefan S Yovan, plaintiff, have made a good faith effort to collect this claim from the defendant, G Jefferson Campbell Jr, before filing this claim with the court clerk.

My efforts are as follows: I spent several months (April 2016 – July 2016) trying to contact Mr. Campbell at his office, after leaving several voice messages, I traveled to Medford, Oregon to visit his office in person. I found his office was vacant. I contacted the Oregon State Bar, I was informed that Mr. Campbell had been suspended. I spent another few months (July 2016 - Oct 2016) and finally located a current phone number for Mr. Campbell. I
left several voice messages at his home phone number in late October 2016 and early November 2016. In mid-November, I received a phone call from Mr. Campbell, result was he wanted to set up a payment plan, and promised that when one of his other settlements paid, He would pay the balance in full. I agreed to a temporary payment schedule. I received 3 checks from Mr. Campbell dated Dec 2016 for $200.00, Jan 2017 for $209.12, and March 2017 for $300.00. All checks bounced.

On April 22, 2017 I sent a letter to Mr. Campbell explaining that the temporary payment plan was not working and that this debt needs to be resolved. I waited several months for a response, and received none and no further payment attempts.

On November 15, 2017 I filed a claim with the Oregon State Bar. On September 17, 2018 I received an email from the State Bar Client Security Fund that my claim had been denied due to not filing a civil lawsuit and/or filed criminal theft against Mr. Campbell.

So here I am current to date, filing this proceeding.

I additionally reference ORS 12.274 “Action against trustee of express trust” in regards to any statute of limitations.

Dated this 24th of September, 2018.

[Signature]

Plaintiff name
Stefan Shawn Yovan
PO Box 1461
Merlin, Oregon, 97532
(541) 226-1191

CIVIL PROCEEDING AND NOTICE OF COMPLAINTFEE AUTHORITY: ORS 21.160(1)(B) - 2
Client Security Fund
Application for Reimbursement

Payments from the Client Security Fund are entirely within the discretion of the Oregon State Bar. Submission of this claim does not guarantee payment. The Oregon State Bar is not responsible for the acts of individual lawyers.

Please note that this form and all documents received in connection with your claim are public records. Please attach additional sheets if necessary to give a full explanation.

1. Information about the client(s) making the claim:
   a. Full Name:
   b. Street Address:
   c. City, State, Zip:
   d. Phone: (Home) (Cell) (Work) (Other)
   e. Email:

2. Information about the lawyer whose conduct caused your claim (also check box 10A on page 3):
   a. Lawyer's Name
   b. Firm Name:
   c. Street Address:
   d. City, State, Zip:
   e. Email:

3 Information about the representation:
   a. When did you hire the lawyer? 
   b. What did you hire the lawyer to do?
   c. What was your agreement for payment of fees to the lawyer? (attach a copy of any written fee agreement)
   d. Did anyone else pay the lawyer to represent you?
   e. If yes, explain the circumstances (and complete item 10B on page 3)
   f. How much was actually paid to the lawyer? (please attach proof of payment, if any)
   g. What services did the lawyer perform?
h. Was there any other relationship (personal, family, business or other) between you and the lawyer? 
   No, I just don't know. We were separated. He went to court and he told them I was paying for my lawyer but it told me I could be paying for my lawyer but the lawyer told me to hold the thought and he went to court.

4. Information about your loss:
   a. When did your loss occur? When it was told by him he had to pay me back.
   b. When did you discover the loss? When the D.A. told me.
   c. Please describe what the lawyer did that caused your loss. He was a court-appointed counsel. He said he still charges him for the good use.
   d. Total amount of your loss: $13,000.
   e. How did you calculate your loss? That's what was signed for my family in full.
   f. Amount you are requesting to be reimbursed: $13,000.

5. Information about your efforts to recover your loss:
   a. Have you been reimbursed for any part of your loss? If yes, please explain: No.
   b. Do you have any insurance, indemnity or a bond that might cover your loss? If yes, please explain: No.
   c. Have you made demand on the lawyer to repay your loss? When? Please attach a copy of any written demand.
      He told me he would be paying me back as soon as he could, but they did.
   d. Has the lawyer admitted that he or she owes you money or has he or she agreed to repay you? If yes, please explain: Yes. The lawyer sent the D.A. Kurt Miller. He told him he was going to return my family's money. He said he refunded the money he was supposed to have in the amount of $13,000. He also sent me a letter stating I lost him everything.
   e. Have you sued the lawyer or made any other claim? If yes, please provide the name of the court and a copy of the complaint. No. Because he told me when I was in the D.A. Kurt Miller told him to pay me back.
   f. Have you obtained a judgment? If yes, please provide a copy. No.
   g. Have you made attempts to locate assets or recover on a judgment? If yes, please explain what you found: No.

6. Information about where you have reported your loss:
   [ ] District attorney
   [ ] Police
   [ ] Oregon State Bar Professional Liability Fund
      If yes to any of the above, please provide copies of your complaint, if available.
   [ ] Oregon State Bar Client Assistance Office or Disciplinary Counsel

7. Did you hire another lawyer to complete any of the work? If yes, please provide the name and telephone number of the new lawyer. No, I didn't have the funds to do that. He also from a friend. He made us say things to him.
8. Please give the name and the telephone number of any other person who may have information about this claim: 

9. Agreement and Understanding

The claimant agrees that, in exchange for any award from the Oregon State Bar Client Security Fund (OSB CSF), the claimant will:

a. Transfer to the Oregon State Bar all rights the claimant has against the lawyer or anyone else responsible for the claimant's loss, up to the amount of the CSF award.

b. Cooperate with the OSB CSF in its efforts to collect from the lawyer, including providing information and testimony in any legal proceeding initiated by the OSB CSF.

c. Notify the OSB CSF if the claimant receives notice that the lawyer has filed for bankruptcy relief.

d. Notify the OSB CSF if the claimant receives any payment from or otherwise recovers any portion of the loss from the lawyer or any other person or entity and reimburse the OSB CSF to the extent of such payment.

10. Claimant's Authorization

a. Release of Files: I hereby authorize the release to the OSB Client Security Fund, upon request, of any records or files relating to the representation of me by the lawyer named in Question 2.

b. Payment to Third Party: I hereby authorize the OSB Client Security Fund to pay all amounts awarded to me to:

Name: 

Address: 

Phone: 

11. Claimant's Signature and Verification

(Each claimant must have a notarized signature page. Please photocopy this page for each person listed in Question 1.)

State of Oregon

County of Multnomah

Upon oath or affirmation, I certify the following to be true:

I have reviewed the Rules of the Client Security Fund and the foregoing Application for Reimbursement, and submit this claim subject to the conditions stated therein; and the information which I have provided in this Application is complete and true, to the best of my knowledge and belief.

Claimant's Signature

Signed and sworn (or affirmed) before me this 17 day of July, 2017

Notary's Signature

Notary Public for Marion County

My Commission Expires May 19, 2018

Please complete page 4 if an attorney is representing you for this claim.
You are not required to have an attorney in order to file this claim. The CSF encourages lawyers to assist claimants in presenting their claims without charge. A lawyer may charge a fee for such work only if the following information is provided:

1. I authorize ________________________________ (print name of attorney) to act as my attorney in presenting my claim.

Claimant's Signature

2. I have agreed to act as the claimant's attorney (check one below)

☐ Without charge
☐ Under the attached fee agreement

Attorney's Signature

Attorney's Bar No.
Attorney's Phone

Attorney's Address
I have received the decision that the Client Security Fund Committee has come to & I would have to greatly disagree. I would like to have a Board review on my complaint.

If Mr. Coran could answer this one question I will no longer pursue my complaint.

Did he Mr. Coran tell the Marion county courts that he was being retained on or about the day my family paid him the 10,000$. I asked him same question about two months ago when I was corresponding with Angela Bennett She told Mr. Coran Not to answer that at this time & was never answered later on...

I just don't see how he can get away with what he tried to do, I reported him in May to the Marion County DA found out & Reported him in November & that's when he coerced me in to signing his papers, he never had me sign one paper until that day. Also why did the O.S.B put him on probation if he did no wrong doing?

I know you can see that this was clearly illegal & can give my family & I Justice.

Thank you for your help & time

Sincerely, Gustavo Vega-Flores
#185/15005
777 Stanton Blvd
Ontario, OR 97914
President Vanessa Nordyke called the meeting to order at 1:10pm on September 21, 2018. The meeting adjourned at 4:30 p.m. Members present from the Board of Governors were John Bachofner, Eric Foster, Eddie Medina, Tom Peachey, Kathleen Rastetter, Julia Rice, Kerry Sharp, Colin Andries, Guy Greco, Per Ramfjord, and David Wade. On the phone were John Grant and Whitney Boise. Not present were Chris Costantino, Liani Reeves, Rob Gratchner, Traci Rossi, and Michael Rondeau. Staff present were Helen Hierschbiel, Amber Hollister, Keith Palevsky, Kateri Walsh, Mark Johnson Roberts (phone), Kay Pulju, Bill Penn, Dawn Evans, Susan Grabe, Danielle Edwards, Jonathan Puente, Judith Baker, Catherine Petrecca, and Lisa Ryan. Also present: Jennifer Nicholls, ONLD Chair, Carol Bernick, PLF; Betty Lou Morrow, PLF; Marilyn Harbur and Leslie Johnson, ABA HOD Delegates; and Maya Crawford Peacock, Campaign for Equal Justice.

1. Call to Order/Finalization of Agenda

   The board accepted the agenda, as presented, by consensus.

2. Closed Sessions – see [CLOSED Minutes]

   A. Executive Session (pursuant to ORS 192.660(1)(f) and (h)) - General Counsel/UPL Report. The board went into closed session. The board reconvened in open session to vote on the action item on the closed agenda.

   Motion: Mr. Greco moved and Mr. Grant seconded to approve the UPL Committee recommendation. The motion passed unanimously.

3. House of Delegates Agenda Approval

   Ms. Nordyke noted that the board needs to make four decisions with respect to the draft HOD Agenda. First, the board must decide whether any of the delegate resolutions are either outside the authority of the HOD or otherwise unlawful such that they should be excluded from the agenda; second, the board must decide whether to take a position for or against any of the delegate resolutions, and if so, who will speak on the board’s behalf; third volunteers are needed to present the two BOG resolutions, and; fourth the board must decide the order of the agenda items. [Exhibit A]

   No one spoke to exclude any resolutions or to take a position on any of the delegate resolutions. With respect to the order of the resolutions, Ms. Hierschbiel explained that the resolutions are presented on the draft agenda in the order that they were received.

   Mr. Levelle volunteered to speak on BOG resolution #2. Mr. Peachey and Mr. Bachofner volunteered to speak on BOG resolution #1.
Motion: Mr. Bachofner moved the HOD agenda be approved with no changes. Mr. Ramfjord seconded the motion. The motion passed unanimously.

4. President’s Report

Ms. Nordyke reported that the Supreme Court was unanimous in its approval of the proposed MCLE rule requiring mental health and substance use education. The rule will go into effect on January 1, 2019. Bar staff is developing a CLE that will qualify for the credit that will be presented early in 2019 and be free for members. Ms. Nordyke reported that she has spoken on the topic at numerous events.

5. BOG Committees, Special Committees, Task Forces and Study Groups

A. Policy and Governance Committee

In Ms. Costantino’s absence, Mr. Ramfjord presented the Policy & Governance Committee’s recommendation for approval by the Board of Governors of an Event Anti-Harassment Policy. [Exhibit B]

Motion: The board voted to approve the Policy & Governance Committee motion to adopt an Event Anti-Harassment Policy. The motion passed unanimously.

Mr. Ramfjord summarized various models for editorial oversight of the Bar Bulletin and noted that the current proposal before the Board is to authorize creation of an editorial advisory committee. A discussion ensued. Mr. Greco stated the P&G Committee would determine the exact charge and makeup of the committee at their next meeting.

Motion: The board voted to approve the Policy & Governance Committee motion to create an editorial advisory committee. The motion passed unanimously.

Mr. Ramfjord presented the Policy & Governance Committee’s recommendation that the Board waive the one meeting notice requirement and amend the bylaws. [Exhibit C]

Motion: Mr. Greco moved the Board of Governors to waive the one meeting notice requirement and approve the proposed amendment to OSB Bylaw 11.2.1. Mr. Peachey seconded the motion. The motion passed unanimously.

B. Board Development Committee

Mr. Greco asked the board to approve the Board Development Committee’s recommendation to appoint Joseph Hesbrook to the Board of Governors Public Member position beginning January 1, 2019. [Exhibit D]

Motion: The board voted in favor of accepting the Board Development Committee recommendation. The motion passed unanimously.
Mr. Greco asked the board to approve the committee’s recommendations for the Disciplinary Board. [Exhibit D]

Motion: The board voted in favor of accepting the Board Development Committee recommendation. The motion passed unanimously.

Mr. Greco asked the board to approve the committee’s recommendations for the State Professional Responsibility Board of Carolyn Alexander, SPRB Chair, David Carlson, Region 6 Member, Michael Wu, Region 7 Member, and Mary Moffit, Public Member. [Exhibit D]

Motion: The board voted in favor of accepting the Board Development Committee recommendation. The motion passed unanimously.

Mr. Greco asked the board to approve the committee’s recommendations for the Unlawful Practice of Law Committee. [Exhibit D]

Motion: The board voted in favor of accepting the Board Development Committee recommendation. The motion passed unanimously.

Mr. Greco asked the board to approve the committee’s recommendations of Gina A. Johnnie for the attorney position on the PLF Board of Directors. For the public member, the PLF board recommends Patrick Hocking from Medford. [Exhibit D]

Motion: The board voted in favor of accepting the Board Development Committee recommendation. The motion passed unanimously.

Mr. Greco updated the board on the Committee’s efforts to identify and schedule a diversity/equity inclusion training for board members before the end of the year.

C. Budget & Finance Committee

Mr. Wade gave a financial update. There is no fee increase anticipated at this time. The committee expects to be able to present to the BOG in November a balanced budget for 2019. The committee is recommending that the Policy & Governance Committee amend the bylaws regarding section reserves to encourage spend down of section reserves. The committee will be exploring possible refinance of the building.

The committee also recommends a $5.00 increase to the CSF assessment starting January 1, 2019 in order to maintain CSF reserves. There has been a significant spike in CSF claims over the last year that will likely cause the fund reserve to dip below $1 million.

Motion: Mr. Greco moved and Mr. Bachofner seconded that the board approve a $5.00 increase in the CSF assessment starting in 2019. The motion passed unanimously.
D. Public Affairs Committee

Ms. Rastetter gave a general update on legislative activity. She will report on a list of proposals at the next board meeting.

6. Professional Liability Fund

Ms. Bernick asked the board to approve the PLF changes to the primary coverage plan as outlined in her memo. [Exhibit E]

Motion: Mr. Ramfjord moved and Ms. Rastetter seconded that the board approve the process changes as noted in memo from PLF, August 27, 2018. Mr. Bachofner and Mr. Peachey abstained. The remaining board members voted in favor. The motion passed.

Ms. Bernick asked the board to approve the PLF 2019 budget, assessment and payment deadlines. Ms. Bernick explained her reasoning for a 4% salary pool increase for the PLF and noted that the PLF is lowering their FTE by 1.00 FTE. Ms. Bernick also noted they are recommending a $200 reduction in the assessment. [Exhibit F]

Motion: Mr. Greco moved and Mr. Foster seconded that the board approve the budget, assessment and payment deadlines as outlined. Mr. Bachofner and Mr. Peachey abstained. The remaining board members voted in favor. The motion passed.

Ms. Bernick asked the board to approve a policy change to PLF Policy 5.150 by eliminating the Fidelity Bond. [Exhibit G]

Motion: Mr. Ramfjord moved and Mr. Greco seconded that the board approve the elimination of the Fidelity Bond. Mr. Peachey and Mr. Bachofner abstained. The remaining board members voted in favor. The motion passed.

Ms. Bernick asked the board to approve changes to PLF policy 7.600(H)(2) Excess Program midyear changes as outlined in PLF Memo. [Exhibit H]

Motion: Mr. Greco moved and Mr. Ramfjord seconded that the board approve modifying Policy 7.600 (H)(2) as outlined in the PLF memo attached. Mr. Bachofner and Mr. Peachey abstained. The remaining board members voted in favor. The motion passed.

7. OSB Committees, Sections, Councils and Divisions

A. Oregon New Lawyers Division

Ms. Nicholls updated the board on current ONLD activities.

B. ABA House of Delegates Report

Ms. Harbur and Ms. Johnson updated the board on the ABA Annual HOD meeting.
C. Legal Services Program

Mr. Penn, in Ms. Baker’s absence, asked the board to increase the reserve target for the Annual Unclaimed Fund to $200,000.

**Motion:** Mr. Ramfjord moved and Mr. Andries seconded to approve the committee's suggestion to increase the reserve target for the Annual Unclaimed Fund to $200,000. The motion passed unanimously.

Mr. Penn asked the board to disburse $215,000 from the unclaimed client fund but to hold the funds until the legal aid providers make a recommendation for when to disburse the funds and a method for allocation between providers. [Exhibit I]

**Motion:** Mr. Bachofner moved and Mr. Andries seconded to approve disbursement of $215,000 as outlined above. The motion passed unanimously.

8. Campaign for Equal Justice

Ms. Maya Crawford Peacock gave a presentation to the board.

9. Consent Agenda

Ms. Nordyke asked if any board members would like to remove any items from the consent agenda for discussion and a separate vote. No one asked to do so.

Report of Officers and Executive Staff

Report of the Chief Executive Officer
As written.

Report of the Diversity and Inclusion Director
As written.

**Motion:** Mr. Peachey moved, Mr. Andries seconded, and the board voted unanimously to approve the consent agenda and past meeting minutes.

10. Good of the Order (Non-action comments, information and notice of need for possible future board action)
Discussion of items on this agenda is in executive session pursuant to ORS 192.660(2)(f) and (h) to consider exempt records and to consult with counsel. This portion of the meeting is open only to board members, staff, other persons the board may wish to include, and to the media except as provided in ORS 192.660(5) and subject to instruction as to what can be disclosed. Final actions are taken in open session and reflected in the minutes, which are a public record. The minutes will not contain any information that is not required to be included or which would defeat the purpose of the executive session.

A. Unlawful Practice of Law Litigation

Ms. Hollister presented the UPL Committee’s recommendation for the board to approve the initiation of a lawsuit seeking to enjoin persons from the unlawful practice of law under ORS 9.166.

B. Pending Non-Disciplinary Litigation

Ms. Hollister informed the board of non-action items.
October 12, 2018

Dear Oregon State Bar Member:

I am pleased to invite you to the 2018 OSB House of Delegates meeting, which will begin at 10 a.m. on Friday, Nov. 2, at the Oregon State Bar Center.

I am happy to report that the Board of Governors is not requesting an increase in the annual license fee for 2019. As will be explained in the financial report, the annual Client Security Fund assessment is being increased by $5.

The preliminary agenda for the HOD meeting includes resolutions regarding.....

All bar members are welcome and encouraged to participate in the discussion and debate of HOD agenda items, but only delegates may vote on resolutions. If you are unable to attend, please contact one of your delegates to express your views on the matters to be considered. Delegates are listed on the bar’s website at www.osbar.org/_docs/leadership/hod/hodroster.pdf.

If you have questions concerning the meeting, contact Lisa Ryan, executive assistant, by email at lryan@osbar.org or by phone at (503) 431-6386 or (800) 452-8260 ext. 386. Remember that delegates are eligible for reimbursement of round-trip mileage to and from the meeting. Reimbursement is limited to 400 miles, and expense reimbursement forms must be submitted within 30 days after the meeting.

I look forward to seeing you at the HOD Meeting on Friday, Nov. 2, and I thank you in advance for your thoughtful consideration and debate of these items.

Vanessa Nordyke
OSB President
OREGON STATE BAR
2018 House of Delegates Meeting AGENDA
Oregon State Bar Center, 16037 SW Upper Boones Ferry Road, Tigard, Oregon 97224
10 a.m., Friday, Nov. 2, 2018
Presiding Officer: Vanessa Nordyke, OSB President

Reports

1. Call to Order
   Vanessa Nordyke
   OSB President

2. Adoption of Final Meeting Agenda
   Vanessa Nordyke
   OSB President

3. Report of the President
   Vanessa Nordyke
   OSB President

4. Report on behalf of the Chief Justice of the Oregon Supreme Court
   Hon. ____________, Justice
   Oregon Supreme Court

   David Wade, Chair
   BOG Budget & Finance Committee

6. Overview of Parliamentary Procedure
   James N. Westwood,
   Parliamentarian

Resolutions

7. Support for Adequate Funding for Legal Services to Low-Income Oregonians
   (Delegate Resolution No. 1)
   Kathleen Evans, HOD, Region 6
   Ed Harnden, HOD, Region 5
   Ross Williamson, HOD, Region 2

8. Transparency in Criminal Proceedings
   (Delegate Resolution No. 2)
   Danny Lang, HOD, Region 3

9. Ensuring the Justice Across Oregon Stipend for Summer Employment in Rural Oregon Serves All Rural Communities
   (Delegate Resolution No. 3)
   David Dorfman, HOD, Region 8
   Jake Klonoski, HOD, Region 8

10. New Tier of Annual License Fees for Members Active for Less than 5 Years
    (Delegate Resolution No. 4)
    Jake Klonoski, HOD, Region 8
    David Dorfman, HOD, Region 8
    Evan Gautier, HOD, Region 8

11. In Memoriam
    (Board of Governors Resolution No. 1)
    TBD, BOG, Region

12. Veterans Day Remembrance
    (Board of Governors Resolution No. 2)
    TBD, BOG, Region
5. Report to House of Delegates - 2019 OSB Membership Fee

Based on a recommendation from the Client Security Fund (CSF) Committee, the Board of Governors resolved to increase the CSF assessment for 2019 from $10.00 to $15.00. The new assessment applies to all active Oregon State Bar members.

As of September 30, 2018, the fund balance was $1.342 million. Throughout 2018, there has been a significant increase in the number and dollar amount of claims, which is forecasted to deplete the balance below the $1 million reserve level. To maintain an adequate total reserve, this increase is necessary. All other fees remain unchanged.

This chart shows the Fee Schedule for the 2019 Membership Fees. The due date for the 2019 membership fee is Wednesday, January 31, 2019.

<table>
<thead>
<tr>
<th>Membership Fee Status</th>
<th>Fee Through January 31</th>
<th>Fee Effective February 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active Over Two Years</td>
<td>$557.00</td>
<td>$657.00</td>
</tr>
<tr>
<td>Active Under Two Years **</td>
<td>$470.00</td>
<td>$570.00</td>
</tr>
<tr>
<td>Active Pro Bono</td>
<td>$125.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>Inactive</td>
<td>$125.00</td>
<td>$175.00</td>
</tr>
<tr>
<td>Retired</td>
<td>$125.00</td>
<td>$175.00</td>
</tr>
</tbody>
</table>

**Based on admission date to ANY jurisdiction, not admission to Oregon

7. Support of Adequate Funding for Legal Services for Low-Income Oregonians
(Delegate Resolution No. 1)

*Whereas*, providing equal access to justice and high quality legal representation to all Oregonians is central to the mission of the Oregon State Bar;

*Whereas*, equal access to justice plays an important role in the perception of fairness of the justice system;

*Whereas*, programs providing civil legal services to low-income Oregonians is a fundamental component of the Bar’s effort to provide such access;

*Whereas*, since 1998, pursuant to ORS 9.575, the Oregon State Bar has operated the Legal Services Program to manage and provide oversight for the state statutory allocation for legal aid in accordance with the Bar’s Standards and Guidelines (which incorporate national standards for operating a statewide legal aid program);

*Whereas*, during the great recession the staffing for legal aid programs was reduced while the poverty population in Oregon increased dramatically, thus broadening “the justice gap” in Oregon;
Whereas, Oregon’s legal aid programs do not have sufficient resources to meet the civil legal needs of Oregon’s poor;

Whereas, Oregon currently has 2 legal aid lawyers for every 14,000 low-income Oregonians, but the national standards for a minimally adequately funded legal aid program is 2 legal aid lawyers for every 10,000 low-income Oregonians;

Whereas, assistance from the Oregon State Bar and the legal community is critical to maintaining and developing resources that will provide low-income Oregonians meaningful access to the justice system; now, therefore, be it

Resolved, that the Oregon State Bar;

(1) Strengthen its commitment and ongoing efforts to improve the availability of a full range of legal services to all citizens of our state, through the development and maintenance of adequate support and funding for Oregon’s legal aid programs and through support for the Campaign for Equal Justice.

(2) Request that Congress and the President of the United States make a genuine commitment to equal justice by adequately funding the Legal Services Corporation, which provides federal support for legal aid.

(3) Work with Oregon’s legal aid programs and the Campaign for Equal Justice to preserve and increase state funding for legal aid and explore other sources of new funding.

(4) Actively participate in the efforts of the Campaign for Equal Justice to increase contributions by the Oregon legal community, by establishing goals of a 100% participation rate by members of the House of Delegates, 75% of Oregon State Bar Sections contributing $50,000, and a 50% contribution rate by all lawyers.

(5) Support the Oregon Law Foundation and its efforts to increase resources through the interest on Lawyers Trust Accounts (IOLTA) program, and encourage Oregon lawyers to bank with financial institutions that are OLF Partners in Justice, meaning that pay the highest IOLTA rates.

(6) Support the Campaign for Equal Justice in efforts to educate lawyers and the community about the legal needs of the poor, legal services delivery and access to justice for low-income and vulnerable Oregonians.

(7) Encourage Oregon lawyers to support civil legal services programs through enhanced pro bono work.

(8) Support the fundraising efforts of those nonprofit organizations that provide civil legal services to low-income Oregonians that do not receive funding from the Campaign for Equal Justice.

Background

“The mission of the Oregon State Bar is to serve justice by promoting respect for the rule of law, by improving the quality of legal services and by increasing access to justice.” OSB Bylaw 1.2. One of the four main functions of the bar is to be “a provider of assistance to the public. As such, the bar seeks to ensure the fair administration of justice for all.” Id.

The Board of Governors and the House of Delegates have adopted a series of resolutions supporting adequate funding for civil legal services in Oregon (Delegate Resolutions in 1996, 1997, 2002, 2005–2017). This resolution is similar to the resolution passed in 2017, but provides updates on the ratio of legal aid lawyers to Oregonians eligible for legal aid services.
The legal services organizations in Oregon were established by the state and local bar associations to increase access for low-income clients. The majority of the boards of the legal aid programs are appointed by state and local bar associations. The Oregon State Bar operates the Legal Services Program pursuant to ORS 9.572 to distribute the state statutory allocation for civil legal services and provide methods for evaluating the legal services programs. The Campaign for Equal Justice works collaboratively with the Oregon Law Foundation and the Oregon State Bar to support Oregon’s legal aid programs. The Bar and the Oregon Law Foundation each appoint a member to serve on the board of the Campaign for Equal Justice.

Oregon’s legal aid program consists of three separate non-profits that work together as part of an integrated service delivery system designed to provide high priority free civil legal services to low-income Oregonians in all 36 Oregon counties through offices in 17 communities. There are two statewide programs, Legal Aid Services of Oregon (LASO) and the Oregon Law Center (OLC); and one county wide program, the Center for Non-Profit Legal Services (Jackson County). Because the need is great and resources are limited, legal aid offices address high priority civil legal issues such as safety from domestic violence, housing, consumer law, income maintenance (social security, unemployment insurance, and other self-sufficiency benefits), health, employment and individual rights. About 31% of legal aid’s cases are family law cases, usually helping victims of domestic violence. All of these programs work to stretch limited resources through pro bono programs and self-help materials. Legal aid’s website, www.oregonlawhelp.com receives about 290,000 unique visitors a year.

Providing access to justice and high quality legal representation to all Oregonians is a central and important mission of the Oregon State Bar. An Oregon study concluded that low-income Oregonians who have access to a legal aid lawyer have a much-improved view of the legal system compared with those who do not have such access: 70% of individuals without access to a lawyer had negative feelings about the legal system, but of those who had access to a legal aid lawyer, 69% had a positive view of the legal system regardless of the outcome of their case. The 2014 Task Force on Legal Aid Funding, which included representatives of the Bar, the Law Foundation, the judiciary, the legislature and private practice concluded that legal aid funding should be doubled over the next 10 years. Because funding for legal aid is a state, federal and private partnership, with about 80 different sources of funding, increases in funding must be made across the board to address the justice gap.

Currently, around 20% of lawyers contribute to the Campaign for Equal Justice, but in some Oregon regions (Jackson County and Lane County, for example), participation is as high as 40%.

Presenters:
Kathleen Evans, HOD, Region 6
Ed Harnden, HOD, Region 5
Ross Williamson, HOD, Region 2
8. Transparency in Criminal Case Proceedings  
(Delegate Resolution No. 2)

*Whereas*, “The Mission of the Oregon State Bar is to serve justice by promoting respect for the rule of law, by improving the quality of legal services and by increasing access to justice.” OSB Bylaw 1.2;

*Whereas*, current protocol for Motion Hearings in Criminal Cases requires that a Defendant must submit “Points and Authorities” in support of a Defense Motion, such as a “Motion to Suppress,” to be considered by Oregon Circuit Courts in Criminal Cases; however, the State has no such requirements;

*Whereas*, Defendant’s “Points and Authorities” are submitted in written form, and served upon the State (Prosecutor) when a Defense Motion is filed or in advance of the date set for a Hearing on Defendant’s Motion; however, the State may, but is not required to file, any written “Points and Authorities” in opposition prior to or even at the Hearing on a Defense Motion;

*Whereas*, the foregoing current protocol in Criminal Cases implicates Equal Protection and Due Process concerns, by reason of Counsel for the Defendant being blind-sided; which places both Defense Counsel and Defendant at a marked disadvantage by allowing the State to orally cite and argue previously undisclosed Authorities at the Hearing;

*Whereas*, the current permissive protocol in favor of the State deprives the Defense Counsel (and Defendant) of not having the opportunity to; read, analyze, and distinguish such previously undisclosed Oral Authorities; and, thereby offends the Presumption of Innocence;

*Whereas*, Oregon Courts may be hindered by the lack of Pre-Hearing review and analysis of the State’s previously undisclosed Oral Authorities;

*Whereas*, the current protocol is inherently unfair because, it places the State at an unwarranted advantage upon matters involving; Due Process implicating fundamental fairness, the rule of law, and Equal Access to Justice;

*Whereas*, as Members of the Oregon State Bar, we have taken an Oath to Support the Constitution; and, are dedicated to supporting the Oregon State Bar Mission providing Equal Access to Justice;

*Whereas*, as Members of the Oregon State Bar, we owe an ethical duty to zealously represent our Clients in Criminal Cases, most often implicating Liberty Interests;

*Whereas*, as Members of the Oregon State Bar, Members of the House of Delegates or Members of the Board of Governors, we should seek to provide Equal Access to Justice by abolishing the current one-sided protocol that provides the State with an unfair advantage at critical stages in Criminal Cases; now, therefore, be it

*Resolved*, that the House of Delegates recommend that the Board of Governors study how the Mission of the Oregon State Bar’s furtherance of Equal Access to Justice and respect for the Rule of Law will be benefited by abolition of the unjust present protocol of allowing the State to submit Oral Authorities during Motion Hearings without disclosing or filing any advance written “Points and Authorities.”
Fiscal Impact

None provided; however, transparency in Criminal Case Proceedings will foreseeably assist Circuit Courts in applying the correct Rule of Law, which in turn may reduce costs by reducing the number of Criminal Case Appeals.

Presenter:
Danny Lang, HOD, Region 3

9. Ensuring the Justice Across Oregon Stipend for Summer Employment in Rural Oregon Serves All Rural Communities
(Delegate Resolution No. 3)

Whereas, it is the policy of the Oregon State Bar to advance justice throughout Oregon, in urban and rural communities alike;

Whereas, many rural communities in Oregon face significant unmet legal needs, yet struggle to attract new members of the legal profession who could serve as prosecutors, defense attorneys, pro bono service providers, and practitioners in essential fields such as property law and family law;

Whereas, the Oregon State Bar administers an annual Justice Across Oregon Stipend program, which incentivizes law students to explore summer legal opportunities in rural Oregon by providing students receiving a summer stipend with supplementary funding if they work in less populated areas of the state;

Whereas, law students frequently accept post-graduate employment in the communities or at the organizations where they worked during their summers in law school;

Whereas, for purposes of the Justice Across Oregon Stipend, the Oregon State Bar currently defines “rural Oregon” as “anywhere along the Oregon coast, east of the Cascade Mountains, or south of, and including, Roseburg,” with other communities only eligible on a case-by-case basis;

Whereas, the Oregon Office of Rural Health defines “rural Oregon” as “any geographic area . . . ten or more miles from the centroid of a population center of 40,000 people or more,” and maintains a database designating each Oregon community as either urban or rural;

Whereas, the Justice Across Oregon Stipend’s current definition of “rural Oregon” excludes many jurisdictions considered by the Office of Rural Health to be rural, including northern Douglas County, southern Lane County, substantial portions of the Willamette Valley, and mountain communities within, but not east of, the Cascade Mountains; now, therefore, it be

Resolved, that, for purposes of administering the Justice Across Oregon Stipend, the Oregon State Bar shall henceforth define “rural Oregon” as “any geographic area in Oregon along the coast, east of the Cascade Mountains, or south of, and including, Cottage Grove, or otherwise located ten or more miles from the centroid of a population center of 40,000 people or more.”
10. New Tier of Annual License Fees for Members Active for Less than 5 Years
(Delegate Resolution No. 4)

Whereas, the Oregon State Bar understands that the first several years of practice can be financially challenging for newly-licensed legal professionals;

Whereas, the Oregon State Bar 2017 Economic Survey – Report of Findings (available at https://www.osbar.org/_docs/resources/Econsurveys/17EconomicSurvey.pdf) demonstrates, both in Oregon and nationwide, that the average attorney earns less during her first six years of practice than in the years thereafter;

Whereas, the average recent law school graduate carries approximately $112,000 in student loan debt, which in many cases impedes the ability of such attorneys to pursue public service, legal entrepreneurship, public interest work, or other careers they might otherwise envision;

Whereas, a diverse group of state bar associations - among them Hawaii, Massachusetts, Minnesota, Nevada, New York, North Dakota, Rhode Island, and Texas - have recognized that after five years of active practice legal professionals are better positioned to financially support their respective state bar organization, and therefore have created a separate tier of membership dues for active members with less than five years of legal practice;

Whereas, ORS 9.191(3) allows the Board of Governors to “consider . . . time periods of membership” in establishing annual membership fees for legal professionals;

Whereas, the annual membership fee is established by the Board of Governors and any increase over the amount established for the prior year must be approved by a majority of delegates voting thereon at the annual meeting of the House of Delegates, pursuant to ORS 9.191(1); now, therefore, be it

Resolved, that

1. the House of Delegates recommends that the Board of Governors of the Oregon State Bar authorize the creation of a separate tier of membership fees for Oregon State Bar members active in any jurisdiction under five years or for a similar duration of time; and that

2. the House of Delegates recommends that the Board of Governors consider an equitable assignment of fees to this new tier of active bar members, as well as consider equitable
changes to fees assigned to existing tiers, reflecting the economic realities of experienced and newer legal professionals; and that

3. the House of Delegates further recommends that the Board of Governors also consider other appropriate issues of equity permissible under Oregon statute during the creation of a separate tier of membership fees for Oregon State Bar members active in any jurisdiction under five years or for a similar duration of time; and that

4. the Board of Governors shall present the results of its deliberation on the new membership fee tiers to the House of Delegates at the 2019 House of Delegates meeting for consideration pursuant to ORS 9.191, provided no such changes shall be implemented prior to the 2020 House of Delegates meeting.

Financial Impact

None stated.

Presenters:
Jake Klonoski, HOD, Region 8
David Dorfman, HOD, Region 8
Evan Gautier, HOD, Region 8

11. In Memoriam
(Board of Governors Resolution No. 1)

Resolved, That the OSB House of Delegates and members assembled stand for a moment of silence in honor of the members of the Oregon State Bar who have died since the 2017 House of Delegates Meeting.

Presenters:
, BOG, Region
, BOG, Region
, BOG, Region
12. Veterans Day Remembrance  
   (Board of Governors Resolution No. 2)

Whereas, Military service is vital to the perpetuation of freedom and the rule of law; and

Whereas, Thousands of Oregonians have served in the military, and many have given their lives; now, therefore, be it

Resolved, That the Oregon State Bar hereby extends its gratitude to all those who have served and are serving in the military, and further offers the most sincere condolences to the families and loved ones of those who have died serving their country.

   Presenter:
   BOG, Region
OREGON STATE BAR

Board of Governors Agenda

Meeting Date: September 21, 2018
From: Policy & Governance Committee
Re: Event Anti-Harassment Policy

Action Recommended

Adopt an event anti-harassment policy, consistent with Article 10 of the OSB Bylaws.

Background

It has long been the policy of the Oregon State Bar, as memorialized in OSB Bylaw Article 10, to maintain an environment at bar events and functions free from all forms of discrimination and harassment. This memorandum proposes that the board consider adopting an anti-harassment policy to help effectuate the bar’s long standing prohibition of harassment at bar events.

To date, while the bar has adopted an anti-harassment employment policy, the bar has not adopted an anti-harassment policy that squarely applies to all bar-sponsored events. The proposed harassment policy would apply to individuals who participate in bar meetings, events and functions, as well as to bar leaders who attend specialty bar or community events in their official capacities. The policy outlines the bar’s anti-harassment stance and provides a transparent explanation of how the bar will investigate and respond to complaints it receives.

Without a policy in place, the bar will be left respond to any complaints received on an ad hoc basis. The lack of a transparent process for reporting and responding to complaints may make it less likely that the bar will learn of harassment promptly, and could result in inconsistent handling of complaints when received.

The Policy & Governance Committee reviewed a number of examples of anti-harassment policies adopted by other bars and government entities that extend beyond the employment context. What follows is a policy that the Committee proposes that the Board of Governors adopt for the Oregon State Bar.

Proposed OSB Event Anti-Harassment Policy

The Oregon State Bar is dedicated to providing a harassment-free experience for everyone at bar-sponsored events, meetings and functions. OSB seeks to provide an environment in which diverse attendees may learn, network and enjoy the company of colleagues in a professional atmosphere. The bar does not tolerate harassment of members or attendees at bar-sponsored events in any form.

1The bar’s employment policies apply broadly to individuals who interact with bar employees. Policy 6.4 from the Bar’s employment handbook provides, “Harassing and intimidating behavior is prohibited by and toward bar employees, visitors, members, contracts, and vendors of all kinds.”
Definition of Harassment:

Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual or an individual’s relatives, friends, or associates; that has the purpose or effect of creating an intimidating, threatening, hostile, or offensive environment; has the purpose or effect of unreasonably interfering with an individual’s attendance at or participation in an event. Prohibited harassment may include, but is not limited to:

- Verbal conduct such as epithets, derogatory comments, negative stereotyping, jokes, or slurs;
- Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with participation in an event, directed at an individual because of any protected basis; or
- Placement anywhere at an event premises of written or graphic material that denigrates or shows hostility or aversion toward an individual or group.

Definition of Sexual Harassment:

Sexual harassment refers to verbal, physical, and visual conduct of a sexual nature that is unwelcome and offensive to the recipient. By way of example, sexual harassment may include such conduct as sexual flirtations, advances, or propositions; verbal comments or physical actions of a sexual nature; sexually degrading words used to describe an individual; an unwelcome display of sexually suggestive objects or pictures; sexually explicit jokes; and offensive, unwanted physical contact such as patting, pinching; grabbing, groping, or constant brushing against another’s body.

Scope of Policy:

This Event Anti-Harassment Policy applies to all attendees at bar-sponsored meetings and events, including bar members, bar leaders, event participants, guests, contractors, and exhibitors. For purposes of this policy, meetings and events organized by the Board of Governors, CLE Seminars, bar sections, bar committees, or the Oregon New Lawyers Division are considered bar-sponsored.

This policy also applies to bar leaders who attend community, local bar, or specialty bar events as an official representative of the bar, even if the event is not bar-sponsored. For purposes of this policy, bar leaders include officers and members of the Board of Governors.

Reporting an Incident:

If you are being harassed, notice that someone else is being harassed, or have any other concerns related to this policy, please contact an OSB staff member immediately.
OSB staff are available to help attendees contact venue security or local law enforcement, or accompany individuals to a safe space, as appropriate based on the specific circumstances.

**Response:**

Once received by a bar staff member, all reports of harassment are to be directed immediately to the bar staff liaison on site and to be shared with the OSB’s Chief Executive Officer. Bar staff may consult with and engage other bar staff and legal counsel as appropriate. Event security and/or local law enforcement may be involved, as appropriate based on the specific circumstances.

The OSB treats all complaints seriously by conducting a prompt investigation. If a complaint involves a member of the OSB Board of Governors, the OSB’s Chief Executive Officer or OSB General Counsel may enlist the assistance of a third-party investigator to investigate the complaint, when appropriate.

In response to a report of harassment, bar staff may take any interim action deemed appropriate under the circumstances to address the immediate behavior, which may range from a verbal caution to ejection from an event. Attendees asked to stop any harassing behavior are expected to comply immediately. After investigation, the bar may take reasonable and appropriate action, dependent upon the circumstances, to prevent a reoccurrence of the harassment.

The bar prohibits retaliation against individuals who come forward in good faith with complaints under this policy. Complaints of retaliation may also be directed to any OSB staff member, the OSB staff liaison, or the OSB General Counsel.

(Note: Any bar employee who is subject to or is aware of workplace harassment or intimidation should report the information immediately to the employee’s manager or director, the Director of Human Resources, the Chief Executive Officer, or any other manager or director with whom the employee feels comfortable communicating. There is no need to observe any particular chain of command.)

**Options**

1. **Adopt policy as written.** This option would create a transparent process for investigating and responding to complaints received by the Oregon State Bar about conduct at bar-sponsored events or at community events when BOG members are acting in their official capacity.

2. **Engage in additional study and consider amendments to proposed policy.** If the committee has additional concerns or questions about the policy as written, we could seek additional information prior to proceeding.

3. **Take no action.** This option would keep the status quo, but would leave the bar without a protocol in the event a complaint is received.
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: September 21, 2018
From: Policy & Governance Committee
Re: Editorial Function Review

Action Recommended

1. Approve editorial policies and guidelines.
2. Waive the one meeting notice requirement and approve the proposed amendment to OSB Bylaw 11.2.1.

Background

Editorial Policies

At its meeting on June 22, 2018, the Board of Governors amended its bylaws as follows to require Board approval of editorial policies:

Subsection 11.2.2 Editorial Policies

The Chief Executive Officer may establish editorial standards for bar communications and material permitted by the Bar to be included in its communications concerning All editorial policies will be approved by the Board. Editorial policies may address such matters as advertising, political communication, profanity and obscenity, letters to the editor, use of artwork, photographs and illustrations, story placement, headlines and scheduling, advertising content and rates and similar topics. Editorial policies must be consistent with Article 10 Diversity and Article 12.1 Guidelines.

Subsection 11.2.3 Review by Chief Executive Officer

The Chief Executive Officer has sole discretion to determine whether material submitted for publication meets the standards set forth in or adopted pursuant to this policy section and to accept or reject material submitted to the Bar for publication based on that determination. Editorial standards must comply with Article 10 Diversity.

The Policy & Governance Committee has reviewed and recommends that the Board approve the attached Editorial and Advertising Guidelines.

Bylaw Amendments

In addition, the Policy & Governance Committee recommends that the Board of Governors establish an editorial advisory standing committee to provide input on future editorial policies and content of the Bulletin. In order to implement this recommendation, the Board of Governors would have to amend the OSB Bylaws as follows:
Section 11.2 Editorial Standards

Subsection 11.2.1 Editorial Advisory Committee Policy

The Board will appoint an Editorial Advisory Committee. The Editorial Advisory Committee will review and recommend editorial policies for bar communications to the Board for approval. The Committee will also provide input to editorial staff as to content for the Bulletin.

Creation of an Editorial Advisory Committee would provide greater Board accountability for the Bulletin and a vehicle for a broader range of member (and perhaps public) input on content and editorial policies. In particular, it would provide a forum for discussion of those editorial decisions that are most sensitive and difficult and ensure that multiple perspective are considered before making those decisions. Further, discussion of editorial policies and content at public meetings would increase transparency of the editorial process.

The Policy & Governance Committee recommends that the Board waive the one meeting notice requirement and amend the bylaws as stated above. If the Board approves the proposed bylaw amendment, the Committee will bring to the Board at its next meeting a committee charge and recommendation for its size and constituents.

Attachments: The Bulletin Editorial and Advertising Guidelines
Definitions and Purposes
The Bulletin is published for members of the Oregon State Bar. The purpose of the Bulletin is to provide the members of the Oregon State Bar with information that will directly affect their practice of law in Oregon, will aid and improve their business, and will keep them informed on activities and issues in the legal profession. Humor and human-interest articles are also published. It is not a consumer magazine, nor a law library text/review book. We strive to publish articles that are topical, thought-provoking, and address issues and topics of interest to significant segments of the bar. We aim to be read, be quoted and be retained.

The Bulletin is published 10 times a year – monthly, except for two-month issues in February-March and August-September. The print version is published in a standard magazine format, 8 1/2 x 11 inches, about 56-72 pages per issue, and the online version is published in manner intended to replicate the presentation of the print version. As a general rule, each issue contains two main feature articles, regular and semi-regular columns, and regular departments, such as "Among Ourselves" and "Moves." The Bulletin also contains a section known as “Bar News.” The purpose of this section is to update members on state bar meetings, events and policies; and law-related developments, law-related organizations, judicial updates, and other news items of potential interest to OSB members.

Article Submission
Articles should be approximately 1,500-2,500 words in length, unless another arrangement between the editor and author(s) is made. All submitted articles should be delivered electronically using standard word-processing software. An emailed cover letter should accompany the article containing: a) name(s) of author(s); b) a suggested title and appropriate subheads for the article; c) an outline of the article; and d) a brief (2-3 sentence) biography of the author(s). Authors must fully disclose any personal or professional involvement in the subject of any article. If any such disclosure involves a pending legal matter, that information will be published as an editor’s note to the article.

Footnotes should be typed on a separate page at the end of the article, although every attempt should be made by the author(s) to incorporate necessary information within the body of the article. Footnotes are used only to amplify a point in the text or cite a source and should not become a separate article in themselves. Generally, the Bulletin uses "A Uniform System of Citation," a reference guide published by the Harvard Law Review Association, for footnote style. If possible, footnotes should be limited to no more than 15 per article.
Upon receipt of an unsolicited article, idea outline or query letter, the author will receive an "acknowledgement" message from the editor stating that the article, idea outline or query letter will be reviewed by the editor to determine whether it answers the majority of the guidelines listed below. The editor will contact the author within two to three weeks regarding the possible publication of the article. Query letters are strongly encouraged prior to the submission of articles.

Submitted articles become the property of the Oregon State Bar, unless a different arrangement is made between the editor and the author(s). Artwork, photographs and illustrations accompanying unsolicited or solicited articles are gladly accepted, but their use is not guaranteed. Submitted artwork, photographs and illustrations, whether published or unpublished, will only be returned at the sender’s request.

**General Publication Policies**

In general, all articles published in the Bulletin must be germane to the law, lawyers, the practice of law, the courts and judicial system, legal education or the Oregon State Bar. All opinions, statements and conclusions expressed in submitted articles appearing in the Bulletin are those of the author(s) and not necessarily those of the editorial staff, employees of the Oregon State Bar, or members of the Board of Governors. Publication of any article is not to be deemed an endorsement of those opinions, statements and conclusions expressed by the author(s). All content attributed to the Oregon State Bar Board of Governors must be approved by the bar’s CEO or General Counsel.

All submitted material is subject to editing by the editor. Material is edited for style, clarity and accuracy, and for purposes of space considerations. Some editing may involve selective omission of portions deemed by the editor to be less important than others. References to personal characteristics (e.g., age, race, ethnicity, gender identity) of any person described or quoted in an article submitted for publication will be removed unless the description is germane to the article and has been reviewed and approved by the person described. The editor will make every reasonable effort to inform the author of changes and to involve the author in any editing of technical, controversial or sensitive material. The editor retains at all times authority regarding story placement, headlines and article scheduling.

**Feature Articles**

The following guidelines will be applied to every major article submitted for publication, whether unsolicited or solicited, and the author should edit his or her own work if it does not meet the following criteria:

1. Does the content of the article directly affect the practice of law in Oregon?
2. Will the information in the article help Oregon State Bar members in their daily business activities?
3. Is the topic of timely importance?
4. Is there broad interest to the majority of Oregon State Bar members?
5. Does the author(s) of the article have the necessary expertise to write about the subject in question, or has he or she conducted sufficient research to do so?
6. Is the article of an appropriate length to fully (but not overly) cover the subject? If determined by the Bulletin editor to be overly long, can it be shortened? If determined to be too brief, can it be expanded upon?
7. Is the subject matter new material, not something already covered in the Bulletin within the last year or two?
8. Does the author present ideas in a balanced manner rather than presenting one side of an issue? If not, has the opposing viewpoint also been presented alongside the main feature?
9. Does the article contain information not already covered in another publication, such as in a local daily, weekly or monthly?
10. Would the article be more appropriately published in a section newsletter or other law-related publication than the Bulletin?

There are occasional cases where established guidelines will be waived and material need not satisfy all of the guidelines set forth above. Examples include: human-interest articles about persons in the legal community; humorous or anecdotal articles; historical pieces; and creative writing. Such submissions are evaluated on a case-by-case basis by the editors, who retain responsibility for story evaluation.

Non-Feature Articles

Moves and Among Ourselves: As a courtesy to OSB members, the Bulletin provides at no charge separate columns announcing lawyer relocations and promotions ("Moves"), and other news of attorney members ("Among Ourselves"). Subjects of both columns must be members of the Oregon State Bar. (Paid announcements are discussed below in "Advertising; Lawyer Announcements.") Because of the volume of mail received, individual submissions for these columns will not be acknowledged by the editor, except where a specific request for response is made by the author(s). Photographs are published for a fee.

Columns: Space is made available for publication of columns, some of which may recur from issue to issue, e.g., Managing Your Practice, Practice Tips, Legal Heritage, On Professionalism and Law & Life. Columns are subject to all policies outlined here. Publication of columns does not constitute a permanent agreement for ongoing publication; the status of all columns is subject to review by the editor and the publications team (See "General Publications Policies; Story Development").
Departments: The Bulletin also includes some dedicated article department that appear in most if not all issues, such as Bar Counsel and Legal Writer columns. It also saves room for President's Messages a particular bar president may wish to submit during his or her term and Chief Justice messages from time to time.

Opinions: Opinion pieces are published in the column “Parting Thoughts.” Opinion pieces must be arranged in advance with the editor, before consideration of publication. Opinion pieces may address any topic of law or legal practice, but may not contain language constituting an attack upon an individual, group or organization, and may not promote individual products, services or political candidates.

Continuing Legal Education (CLE) Information: Coverage of Legal Publications and CLE seminars sponsored by the Oregon State Bar is provided on a space-available basis. The Bulletin places a low priority on providing editorial coverage of non-Oregon State Bar CLE activities and publications; display and classified advertising may be purchased to publicize non-Oregon State Bar CLE activities and publications.

Letters to the Editor
The Oregon State Bar realizes that a wide range of subject matters are to be expected in letters to the editor. The Bulletin strives to print as many letters as possible. Therefore, brevity is important, and preference will be given to letters that are 250 or fewer words. Preference will be given to letters in response to articles, columns or letters to the editor recently published in the Bulletin. Letters from Oregon State Bar members receive top priority for publication in the next available issue.

Guidelines are designed to set a standard for acceptable material. Letters must be addressed directly “To the Editor” and original to the Bulletin. No unsigned or anonymous letters will be printed; the executive director may waive this requirement, if such waiver is requested.

When responses occur over several issues, the editor reserves the right to cease printing letters on the subject in question. The editor also reserves the right to hold a letter to the editor until a subsequent issue. Letters from non-Oregon State Bar members are published if space permits and if the subject matter is deemed to be of interest to Oregon State Bar members.

Letters to the editor may be edited for grammatical errors, style or length, or in cases where language or information is deemed unsuitable or inappropriate for publication. The editor reserves the right to select or withhold letters for publication, and to edit any and all letters chosen for publication. Profane or obscene language will not be accepted. The Bulletin will not publish letters containing language constituting an attack upon an individual, group or organization. Letters may not promote individual products, services or political candidates.
Copyright and Compensation
All material published in the Oregon State Bar Bulletin is copyrighted. Unless other arrangement is made between the editor and author(s), all material published remains the property of the Oregon State Bar and/or the author(s). The Bulletin holds right of first publication for all solicited articles and all unsolicited articles accepted for publication.

Permission for reprinting must be requested in writing; permission to reprint must be granted prior to publication. Any material originally submitted to and published in the Bulletin may be reprinted by another publication with appropriate credit given to both the author(s) (if appropriate) and the Oregon State Bar Bulletin as original source(s) for the material.

The Oregon State Bar will not compensate for any unsolicited or solicited articles, published or unpublished artwork, photographs, illustrations, etc., unless agreed upon between the sender of the material and the editor.

Advertising
Advertising is sold to OSB members, and to advertisers in the general public as well. Except where noted, all advertising policies and pricing apply to OSB members and non-members equally.

Classified Advertising: Firms or organizations offering professional employment opportunities or services are available at the same rate to OSB members and non-members. The Bulletin will not publish employment announcements for employers who do not comply with OSB Bylaw 10 (diversity). Advertising for alcohol, tobacco and tobacco products, and firearms of all kinds are not accepted for publication. The Bulletin will not publish advertising for law-related services provided by disbarred attorneys. Non-position and non-service classifieds are available to OSB members at a reduced rate. The editor reserves the right to reject any advertisement at any time.

Display Advertising: Display advertising is available for purchase by both OSB members and non-members. Contact information is available in each issue of the Bulletin and current rates are available from the bar’s website.

Lawyer Announcements are available to announce changes in law firms or practices and are available only to members of the Oregon State Bar, or their law firms or offices.

House and Filler Advertising. Advertising space may be available at no charge for Oregon State Bar programs, legal community partners and nonprofit organizations. Organizations recognized
by the State of Oregon as nonprofit organizations, or possessing the nonprofit status outlined in IRS Code 501(c)(3), may qualify for discounted or free advertising in the Bulletin. Free advertising is offered on a space-available basis; the amount of space available for each issue will be determined only after layout is complete for all editorial content and other advertisements. Requests for free advertising space must be made to the Editor, camera-ready basis only; such space will not be guaranteed. Guaranteed paid advertising is available at a discount to recognized nonprofit organizations. The editor reserves the right to reject any advertisement at any time.

Subscriptions and Circulation
The Bulletin is mailed to all active, inactive, active pro bono, retired and student members of the OSB and is also available in electronic format on the bar’s website. Subscriptions are available to non-OSB members at the rate of $50 per year. Complimentary copies of the publications are mailed to Oregon’s law schools, a number of other state bars who reciprocate for mutual editorial benefit, and local law libraries, on request. Complimentary copies are available at the discretion of the editor or the executive director.
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: September 21, 2018
From: Guy Greco, Board Development Committee Chair
Re: Recommendations for Disciplinary Board and UPL Committee Appointments

Action Recommended

Approve the Board Development Committee’s recommendations for member and non-member appointments to the Disciplinary Board and Unlawful Practice of Law Committee. All recommendations approved by the BOG will be sent to the Supreme Court for consideration.

Recommendations

Unlawful Practice of Law Committee
The UPL Committee investigates complaints of unlawful practice and recommends prosecution where appropriate. The committee is in need of officers and three new members for terms beginning January 1, 2019. Of the three new member appointments, no more than one can come from private practice based on the requirements set forth in BR 12.1 and the existing committee membership.

Chair: Mary Briedé
Chair-Elect: John Marandas
Secretary: Jennifer Schade

Members with terms expiring December 31, 2022
Jacob Kamins
Mitzi Naucler
Brentley Foster

Disciplinary Board
Unless otherwise noted, chair terms are one year beginning January 1, 2019 and member terms begin January 1, 2019 and end December 31, 2021.

Region 1
Ronald Roome, Region Chair
Danielle Lordi, Member

Region 2
Jet Harris, Region Chair
Frank R. Alley, Member (term expires December 31, 2020)
Bryan Boender, Member

Region 3
John “Jack” Davis, Region Chair
Marlene Yesquen, Member
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: September 21, 2018
From: Guy Greco, Board Development Committee Chair
Re: Board of Governors Public Member Recommendation

Action Recommended

Approve the Board Development Committee’s recommendation to appoint one of four candidates interviewed for the Board of Governors Public Member position.

Background

During the July meeting the Board Development Committee reviewed applications for 16 candidates interested in serving as a public member on the Board of Governors. Of those who applied, four were selected to move forward to the interview process.

On September 11 and 21 the committee conducted interviews which lasted 30-minutes and included eight questions. The candidates included:

Charles Bennett, Mayor, City of Salem

Clark Haass, Director of Strategic Transactions at Intel in Beaverton

Joseph Hesbrook, Emergency Management Consultant from Bend

April Wallace, Bookkeeper for Floor Décor in Bend

After interviews were conducted and a discussion of the candidates was held, the committee unanimously voted to recommend the appointment of Joseph Hesbrook for the 2019 public member position.

Candidate applications and comments from each candidate’s references are available in the July Board Development Committee materials posted online.
There are three openings for 2019 on the State Professional Responsibility Board (SPRB) – one lawyer position each for Region 6 and Region 7, and one public position. In addition, a chair must be selected. With changes to the Bar Rules that were effective January 1, 2018, the Board of Governors makes recommendations to the Supreme Court for these positions. With the exception of the chair recommendation (who is a current member), the other people identified came from the volunteer pool of applicants through the Bar’s website.

The chair is typically a lawyer member serving in his or her fourth year on the SPRB. There are two lawyer members whose terms expire at the end of 2019; however, only one of them will be serving in her fourth year. Richard Weill was appointed on June 20, 2018, to serve an unexpired term, so will have about six months’ experience coupled with a one-year term served in 2015 as of January 2019. The other member, Carolyn Alexander, will be serving her fourth year in 2019 and has expressed both interest in and willingness to serve as chair. Ms. Alexander, who began her term a few months after having retired from many years’ service at the Department of Justice Appellate Division, has been a conscientious and thoughtful member. She is well-respected by her co-members and will be a fair-minded and even-tempered chair. She is recommended for appointment as chair for 2019.

Of the applicants from Region 6, David Carlson (Salem), who would be replacing Elaine D. Smith-Koop from Salem, practices in the areas of estate planning, elder law, and probate. He is a nationally-certified guardian and is routinely appointed by the court to act as guardian and/or conservator for persons who are no longer able to manage their own affairs. As these subject matter areas arise with some regularity in complaints reviewed by the SPRB, the SPRB would benefit from Mr. Carlson’s expertise. Mr. Carlson is a past treasurer and chair of the Solo and Small Firm Section of the Bar; a past treasurer and chair of the New Lawyers Division; and former member and chair of a Local Professional Responsibility Committee. He is recommended for a four-year term beginning 1/1/19 and ending 12/31/22, representing Region 6.

Of the applicants from Region 7, Michael Wu (Lake Oswego), who would be replacing Ankur Doshi from Portland, practices in the area of criminal law, which is a frequent subject matter of complaints. He has previously served on the Advisory Committee on Diversity and Inclusion and is former member and chair of Oregon’s Board of Pardon and Post-Prison
Supervision. He also worked for eight years at the Clackamas County District Attorney’s Office. He is recommended for a four-year term beginning 1/1/19 and ending 12/31/22, representing Region 7.

For the public member, Dr. Mary Moffit, an associate professor in the psychiatry department of Oregon Health and Science University, who has a Ph.D. in clinical psychology from The Wright Institute in Berkeley, California, has expressed an interest in serving. Dr. Moffit is a licensed clinical psychologist in Oregon and has been working at OHSU in various capacities for more than twenty years. In addition to teaching, she is Director of the Resident and Faculty Wellness Program and of the Peer Support Program. Her expertise will benefit the SPRB, which is frequently confronted with lawyers who are addressing mental health and substance use issues. She is recommended for a four-year term beginning 1/1/19 and ending 12/31/21, as a public member at large.
MEMORANDUM

DATE: August 27, 2018
TO: BOG Development Committee
FROM: PLF Board of Directors
       Carol J. Bernick, Chief Executive Officer
RE: 2019 Board Appointments

The Board of Governors is charged with appointing the PLF Board members. For the 2019-2023 Board term, the BOG must appoint one lawyer and one public member.

Article 3.4 provides that:

By October 31 of each year the Board of Directors will forward to the Board of Governors a list of recommended Director nominees equal to or greater than the number of available positions on the Board in the coming year. The Board will seek nominees according to qualifications determined by the PLF Board. These may include, but are not limited to, consideration of gender, minority status, ability, experience, type of law practice, and region.

In general, past PLF boards have felt that in-house corporate attorneys, attorneys in positions that do not require the practice of law, out of state attorneys, attorneys with less than ten-years’ experience, and attorneys who have not been in private practice were less likely to have the experience most helpful to the PLF. This has been especially true when other candidates meet the PLF’s geographic, subject matter and diversity criteria.

This year, 13 individuals expressed interest in serving on the PLF board. As part of the selection process, the names of potential board members were circulated to PLF staff, informal inquiries were made and, when appropriate, inquiries were made to OSB staff. Carol Bernick met either by phone or in person with all interested applicants. The PLF Board Nominating Committee met to discuss the nominations and settled on its recommendation to the Board. Finally, the full Board discussed the qualified applicants at its August 24, 2018 meeting and adopted the recommendations of the Nominating Committee.
Our current Board demographics (with the departure of the two members whose terms are expiring) are:

**Geography**
- Four Portland lawyers; one Portland public member
- One Mid-Valley lawyer
- One Central/Eastern Oregon lawyer

**Gender**
- Five women
- Two men

**Firm Size**
- Zero large (20+)
- Three medium (10-20)
- Two small (2-6)
- One solo

**Practice Area**
- Domestic Relations
- Complex Litigation (insurance defense)
- Litigation (plaintiff)
- Mediation
- Criminal
- Estate Planning
- Small Business

---

1 Our departing lawyer member is a male plaintiff’s personal injury attorney in a small firm in Medford. Our departing public member is from Salem.
Based on the due diligence of the work described above, the PLF Board recommends the BOG appoint one of the following individuals to the PLF Board (in order of preference):

**LAWYER MEMBER**

**Gina A. Johnnie.** OSB #872630, Salem.

Gina is a creditor’s rights and banking lawyer in Salem at Sherman Sherman Johnnie & Hoyt, a seven lawyer firm. She is a 1987 graduate of Willamette University College of Law. Before moving to a transactional practice, Gina did construction litigation. Her primary focus now is putting together and, when necessary, taking apart commercial loans. She also serves as outside counsel to many small businesses. Gina is a former BOG member (2008-2011), president of the Marion County Bar and an active volunteer in many community organizations. Bankruptcy and creditor’s rights are frequent areas for claims. As the law in this area is quite specialized, it is helpful for Claims Attorneys to have bankruptcy expertise on our board.

**Carolyn G. Wade.** OSB #832120, Salem/Eugene.

Carolyn is a 1983 graduate of the University of Oregon School of Law. After clerking for Lane County Judge Merten for a year, she was in private practice for 25 years in Eugene at a number of firms (including her own), practicing for all sides in debtor/creditor relations. Her last private firm employment was with Hershner Hunter where she remained until in 2000 when she left to join the Oregon Department of Justice in the Civil Enforcement/Recovery Division. She is now the lead bankruptcy counsel for the state. Although Carolyn is not currently in private practice, she was for most of her career, is actively interested in serving on the PLF Board, comes highly recommended by Julia Manela (former Board Chair) and practices in an area that would be particularly useful to the Claims Attorneys.

**Tom Kranovich.** OSB #824497, Lake Oswego.

Tom is a seasoned Clackamas County civil litigator (primarily insurance defense). He began his practice in 1979. In 1982 he moved in-house for an insurance company for 15 years. He remained an active trial lawyer during that time. He also served as a pro tem Circuit Judge. He returned to private practice in 2002. Tom is an active volunteer in a variety of bar activities, both with Clackamas County and for the Oregon State Bar, including serving on the BOG from 2010-2014, the last year as President. He is a strong advocate for the unified (mandatory) Bar and for the PLF. He wants to serve on the PLF board in part due to what he sees as increasing attacks on our legal institutions, including the Oregon State Bar. He is interested in the challenges ahead for the PLF with the possible licensing of paralegals to perform limited legal work and changes to bar admission (e.g. allowing people to sit for the bar without attending law
school). Tom is particularly active in and has been recognized by the Bar for his commitment to and work towards diversity, equity and inclusion.

PUBLIC MEMBER

We only had two applications for the open public member position. Both are qualified. The PLF Board recommends the BOG appoint one of the following public members to the PLF Board (in order of preference):

Patrick Hocking. Medford.

Patrick retired as the Chief Finance and Administrative Officer of Asante Health System in 2017, where he had worked for thirty years. Before joining Asante in 1987 as the Director of Finance, he was an auditor for four years at Deloitte Haskins & Sells. He has a Bachelors of Science in Business with an accounting emphasis from Southern Oregon University (1983) and a Masters in Finance from Northeastern University (2012). The PLF Board has greatly benefitted from the finance expertise of current Board member, Tom Newhouse.

Michael B. Batlan. Salem.

Michael’s professional career has mostly been as a Chapter 7 and Chapter 11 Bankruptcy Trustee. He retired in 2017, although is wrapping up some cases. His interest in the position stems from his work with lawyers professionally as well as the fact that he is “surrounded by lawyers” at home. His wife, Kathy Evans, is an estate planning lawyer in Salem and a former BOG president. His daughter is also a practicing lawyer. He met PLF staff and BOD members when his wife was on the BOG and found the work of the PLF interesting. His has an MBA from Willamette University (1981) and a BS in Economics from Willamette. He is also a Pac-12 football referee. Although he will no longer be in the field, he will be in San Francisco most Saturdays in the fall to serve in the centralized playback booth.

Attachments

1. List of all Applicants (copies of resumes for any applicants not listed above are available by request)
2. Resumes for applicants listed above

CJB/clh
<table>
<thead>
<tr>
<th>Name</th>
<th>Bar #</th>
<th>Firm/Other</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lawyer Applicants</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Baldwin, Russell L.</td>
<td>891890</td>
<td>Solo</td>
<td>Lincoln City</td>
</tr>
<tr>
<td>Cosimo, Tasha</td>
<td>116120</td>
<td>Smith Freed &amp; Eberhard</td>
<td>Portland</td>
</tr>
<tr>
<td>Fullerton, Ky</td>
<td>025408</td>
<td>TEC Equipment, Inc.</td>
<td>Portland</td>
</tr>
<tr>
<td>Griffith, Kimberly</td>
<td>042991</td>
<td>United States District Court</td>
<td>Portland</td>
</tr>
<tr>
<td>Haile, Benjamin W.</td>
<td>040660</td>
<td>Private Practice</td>
<td>Portland</td>
</tr>
<tr>
<td>Hytowitz, David A.</td>
<td>751929</td>
<td>David A. Hytowitz LLC</td>
<td>Portland</td>
</tr>
<tr>
<td>Johnnie, Gina A.</td>
<td>872630</td>
<td>Sherman Sherman Johnnie &amp; Hoyt</td>
<td>Salem</td>
</tr>
<tr>
<td>Kranovich, Tom</td>
<td>824497</td>
<td>Kranovich &amp; Lucero LLC</td>
<td>Lake Oswego</td>
</tr>
<tr>
<td>Levinson, Aurora</td>
<td>135705</td>
<td>Legal Aid Services of Oregon</td>
<td>Salem</td>
</tr>
<tr>
<td>Nelson, Roscoe</td>
<td>732218</td>
<td>Nelson &amp; Nelson</td>
<td>Portland</td>
</tr>
<tr>
<td>Philips, Rachel</td>
<td>053489</td>
<td>Philips Consulting Group</td>
<td>Oregon City</td>
</tr>
<tr>
<td>Wade, Carolyn G.</td>
<td>832120</td>
<td>DOJ Civil Enf Civil Recovery</td>
<td>Salem</td>
</tr>
<tr>
<td>Zammetti, Jen</td>
<td>165208</td>
<td>Law Office of Donald L Scales</td>
<td>Medford</td>
</tr>
<tr>
<td><strong>Public Applicants</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Batlan, Michael</td>
<td>N/A</td>
<td>Salem</td>
<td></td>
</tr>
<tr>
<td>Hocking, Patrick</td>
<td>N/A</td>
<td>Medford</td>
<td></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td>15</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Gina focuses her practice in banking and lending law, creditor's rights, agriculture, construction, and real estate law.

Gina's background in construction litigation and project financing is an asset in serving financial institutions and efficiently managing complex, multi-state business transactions. Though she enjoys working across many areas of law for clients facing different kinds of legal issues, the bulk of her work is focused on putting together and, if necessary, taking apart commercial loans. In addition, she serves as outside counsel to small to medium businesses and assists individual clients on select issues.

Professional and Community Service

- **Oregon State Bar Board of Governors (2008-2011)**
- Willamette Valley American Inn of Court – Current President
- **Habitat for Humanity of the Mid-Willamette Valley** – Pro Bono Volunteer
- **Habitat for Humanity of the North Willamette Valley** – Pro Bono Volunteer
- **Boys & Girls Club of Salem, Marion & Polk Counties** Foundation Board – Board Chair
• Marion County Bar Association – Former President
• YWCA Salem – Former Board Member
• Salem Kiwanis Club – Former President
• Salem Outreach Center – Former Board Member

Recent Publications

• All Lenders Should Be Aware of the MERS Decision, August 2012, SSJH Updates
• Reaffirming Debts in Bankruptcy, March 2012, SSJH Updates
• Oregon State Bar’s Board of Governors: The Ending of a Term, February 2012, SSJH Updates
APPLICATION SUMMARY

Name: Carolyn G. Wade          City of Residence: Eugene, Oregon

Present Affiliation: Oregon Department of Justice

Position: Senior Assistant Attorney General          Since: 2005

5 year Practice History
Bankruptcy 83%; Commercial Law 5%; Gen. Civil Law 10%; Other 2%

Previous Affiliations (last 15 years)

<table>
<thead>
<tr>
<th>Dates</th>
<th>Organization</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>2001-2005</td>
<td>Hershner Hunter, LLP</td>
<td>Eugene, Oregon</td>
</tr>
<tr>
<td>1993-2001</td>
<td>Muhlheim Palmer &amp; Wade, PC</td>
<td>Eugene, Oregon</td>
</tr>
<tr>
<td></td>
<td>(also Muhlheim Palmer Zennaché &amp; Wade PC)</td>
<td></td>
</tr>
</tbody>
</table>

Education
Undergraduate: Dartmouth College  Degree: A.B.  Year: 1980
Law School: University of Oregon  Degree: J.D.  Year: 1983

Special achievements, recognition, publications (academic or otherwise):

Board Certified - Business Bankruptcy Law - American Board of Certification, 1994-2008*
Board Certified - Consumer Bankruptcy Law - American Board of Certification, 1994-2008*
(*I allowed both certifications to lapse December 31, 2008)

AV rating by Martindale-Hubbell for ten consecutive years

Registered qualified mediator with the U.S. Bankruptcy Court for the District of Oregon

Claims, Supplement to Chapter 5 in Bankruptcy Law (Oregon CLE 1989, 1995 Supplement, Oregon State Bar)

"Whom Can I Pay?" the Client Asks, OSB Debtor-Creditor Newsletter, Summer, 1998

Professional, community, or public service activities/awards:

Attorney Admission Fund Committee, U.S. District Court for the District of Oregon, Member, 2000 to present
Roland K. Rodman, American Inns of Court, Member, 1994-2006, 2007 to present
Executive Committee 2000-2006, 2007 to present
Northwest Bankruptcy Institute
Planning Committee Member, 1995-1996, 2009- present
Planning Committee Co-Chair, 1997-1998
A. Biographical Information

1. Name  Wade  Carolyn  Graff  
   (Last)  (First)  (Middle)  

Carolyn Anne Graff  Maiden Name, if any  

2. Residence  3977 Sundial Road  
   Street  
   Eugene, Oregon 97405  
   City, State and Zip Code  

(541) 485-0172  Home Telephone  
(541)  Home Fax  
onchansancare@yahoo.com  Email Address  

3. Business Address  Department of Justice  
   Name  
   1162 Court Street, NE  
   Street  
   Salem, Oregon 97301  
   City, State and Zip Code  

(541) 686-7846  Business Telephone  
(541) 373-7067  Business Fax  
Carolyn.G.Wade@doj.state.or.us  Email Address
4. The Circuit Executive’s Office should send correspondence to:
   ☐ Business ☒ Home ☐ Email

5. Length of residence in state 45 years

6. Country of citizenship U.S.A.
   If you are a naturalized citizen, please state the date and place of naturalization:

7. Have you applied for any other bankruptcy judgeship vacancy in the Ninth Circuit within the last five years? ☐ Yes ☒ No
   If yes, please list the year(s) of your application(s) and the district(s) in which the vacancy(ies) existed:

   ____________________________
   ____________________________
   ____________________________
   ____________________________
   ____________________________

How did you first learn of this vacancy?


☐ Publication/Ad? Name of publication?

☐ Bar Association? Which one?

☐ Other (please specify):
B. Present Affiliation

1. Your title or position  Senior Assistant Attorney General

2. Name of Firm/Employer  Oregon Department of Justice

3. Your supervisor's or managing partner's name  Michael Grant

4. His/her title or position  Assistant Attorney-in-Charge, Civil Recovery Section

5. Dates of affiliation  August 1, 2005 to present

6. Salary or net income (annual)  $154,966

7. May this firm or employer be contacted about your application for this position?
   
   X  Yes  ____ No

8. Give a synopsis of this position including nature of practice and types of matters accounting for most of your time.

   I have the primary responsibility for all bankruptcy cases involving the State of Oregon. That work is extremely varied and multi-faceted. Many of the cases that the State becomes involved in are consumer cases, while other, larger cases (such as Enron, Delta Airlines, Washington Mutual Bank, Lehman Brothers, etc.) involve complex business and financial matters. The State's interest in bankruptcy cases can involve anything from defending the priority or non-dischargeability of tax debts, to negotiating with debtor's counsel to move feral cattle off of state lands, to ensuring that the State's police powers are not impaired.

   I represent the Division of Child Support in bankruptcy courts across the country. By far, the majority of those cases (about 75%) are motions to dismiss chapter 13 cases or objections to confirmation for debtor's failure to pay post-petition child support. Individually, these cases do not have significant recoveries, but collectively, this has been part of my most significant work at the Department of Justice. My steady focus on these matters has led the debtor's bar to appreciate how seriously the State takes its obligation to protect children, and allowed us to resolve many more similar cases without having to file a motion to dismiss.

   Occasionally the governor asks for advice about signing a bill that has bankruptcy implications; it is my responsibility to research and draft the memo that the attorney general uses as the basis for his memo to the governor. If the attorney general contemplates taking a position on an amicus brief filed by a group of states on an appeal to the United States Supreme Court that involves a bankruptcy question, I research and draft a memo regarding that decision. I co-wrote and researched the states' amicus brief for certiorari and the amicus merits brief to the United States Supreme Court in United Student Aid Funds v. Espinosa.

   In addition to this work, I do all of the State's collection work in Washington and Idaho.
C. **Past affiliations**

Prior Positions (List experience for last fifteen years, excluding your current position)

C.1 Employer _____ Herschner Hunter LLP

Address ______ 180 E. 11th

________________________________________

Eugene, OR 97401

Telephone (___ 541) ___ 686-8511

Supervisor/Managing Partner __________ K. Patrick Neill

Position(s) you held ______ Of Counsel

(e.g., associate, partner)

Dates of employment ______ December 31, 2001 – June 30, 2005

Salary or net income (annual) ______ $92,504

Duties:

I joined a Creditors’ Rights practice group that represented business clients in collection matters, drafting forms, and some transactions. Those clients ranged from major financial institutions and credit unions to material suppliers, equipment renters, private lenders, lumber yards, general contractors, subcontractors, architects, and engineers. While I was there, we began representing chapter 7 trustees in adversary proceedings. I had primary responsibility for the firm’s bankruptcy cases.

Reason for leaving:

The firm did not want to continue to represent chapter 7 trustees, as such representation is both contingent on success and limited to an hourly rate. The other bankruptcy work had slowed and I thought I would be more challenged by the work I knew was available at the Department of Justice.
C.2 Employer: Muhlheim Palmer & Wade, P.C.

Address: 800 Willamette Street, Suite 700
        Eugene, OR 97401

Telephone (541) 687-4757

Supervisor/Managing Partner: R. Scott Palmer (541) 484-2277

Position(s) you held: Shareholder
(e.g., associate, partner)

Dates of employment: 1993 to 2001

Salary or net income (annual): 2000 - $106,766

Duties:

The firm focused its practice on complex debtor-creditor issues. We divided ourselves into three (flexible) teams. I led a bankruptcy team, which consisted of three lawyers, a legal assistant, and a secretary. The bankruptcy team represented debtors and creditors in all aspects of Chapters 7, 11, 12, and 13.

I generally met with clients at their first appointment to learn about their business and do a preliminary determination of the best course of action. So that they understood their options and my recommendations, I spent a considerable amount of time describing the bankruptcy process, and the purposes and effects of the different chapters.

Depending on the course of action, I may have retained primary responsibility (as I did for most Chapter 11 and all Chapter 13 cases) or assign another lawyer to that role. In addition to supervising the drafting of schedules and ensuring that all filing requirements were met, I developed strategies, negotiated with creditors, and drafted plans. I litigated if necessary, and monitored cases through closing.

Reason for leaving:

The firm dissolved when communication and decision-making among the shareholders broke down. Our landlord filed an involuntary bankruptcy against the firm and our lender filed a collection action.
D. Description of Legal Practice

1. Approximately what percentage of your time in the last five years concerned:
   Bankruptcy matters                        83%  
   Other commercial law                      5%   
   General civil law                          10%  
   Other*                                      2%   

2. Estimate the percentage of your total time in legal work during the last five years that was:
   Spent in litigation (trial, motions, depositions) 30%  
   Spent in negotiations                        34%  
   Spent in legal research                      15%  
   Spent in legal drafting and writing          15%  
   Spent supervising the legal work of others    4%   
   Spent in office management/administration    2%   
   Other*                                      2%   

3. Considering only your practice of bankruptcy law within the last five years, please estimate the percentage of your time spent within your bankruptcy practice in each category. All entries combined should equal 100%.

<table>
<thead>
<tr>
<th>Representing</th>
<th>Debtors</th>
<th>Creditors</th>
<th>Trustees**</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under Chapter 11</td>
<td>_____%</td>
<td>20%</td>
<td>_____%</td>
<td>_____%</td>
</tr>
<tr>
<td>Under Chapter 7</td>
<td>_____%</td>
<td>40%</td>
<td>_____%</td>
<td>_____%</td>
</tr>
<tr>
<td>Under Chapter 13</td>
<td>_____%</td>
<td>40%</td>
<td>_____%</td>
<td>_____%</td>
</tr>
<tr>
<td>Other Chapter(s) (specify)</td>
<td>_____%</td>
<td>_____%</td>
<td>_____%</td>
<td>_____%</td>
</tr>
</tbody>
</table>

* If any single activity occupied more than 10% of your time, indicate the nature of that activity.
** Includes serving as a Trustee.
3.1 Summarize your bankruptcy experience and practice, if any.

I have practiced bankruptcy law since 1985, representing debtors in Chapter 7 and 13, trustees in Chapter 7, DIPs and creditors’ committees in Chapter 11, family farmers in Chapter 12, and other secured and unsecured creditors in virtually all chapters. My clients have been the State of Oregon, individuals, physicians, accountants, large manufacturing facilities, wood products companies, and utilities. My business bankruptcy cases include some of the largest ever filed in Oregon. My cases range from straightforward bankruptcies which follow a predictable path to cases involving complex legal questions requiring extensive research and creative thinking. I was certified in business and consumer bankruptcy from 1998 to 2008, and continue to meet the requirements for certification.

4. Provide the following information on five significant cases in which you were involved during the past five years.


Court and case citation number U.S. District Court, S.D.NY, Adv. Pro. 09-00511 (if any)

Nature of case declaratory and injunctive relief under 28 USC §2201, to declare state statute preempted by Bankruptcy Code and prior ruling of Bankruptcy Court

Your role in case defended the Oregon defendants

Results of your activities in this case:

This case arose out of the adoption of state statutes intended to protect car dealers from the effect of Chrysler Corporation’s wholesale rejection of dealer contracts, giving the cancelled dealers a right of action against Chrysler. I opposed plaintiffs’ motion for summary judgment arguing that the Oregon defendants were not the proper parties (unlike the other states’ statutes, the Oregon statute did not give the state any enforcement right), and that the court did not have subject matter jurisdiction over the dispute, in that plaintiffs did not have standing and that the claim was not ripe.

North Carolina settled. Summary judgment was granted in favor of Chrysler against Illinois and Maine. Judge Castel agreed that the Oregon defendants were not the proper parties and denied Chrysler’s motion for summary judgment. The parties entered into a stipulation for dismissal.

Co-counsel(s) Elizabeth J. Wyman, AAG

Name
6 State House Station  
Address

Augusta, Maine 04333-0006 (207) 626-8852
City/State/Zip Code Phone

Opposing counsel(s) Gwen J. Young
Name

1801 California Street, Suite 3600
Street

Denver, CO 80202-2617 (303) 244-1843
City/State/Zip Code Phone

4.2 Case name In re Stewart and Charlotte Nussbaum

Court and case citation number U.S. Bankruptcy Court, Oregon, 09-36080-fra13 (if any)

Nature of case Chapter 13, confirmation hearing

Your role in case represented Department of Consumer and Business Services, a priority creditor

Results of your activities in this case:

Mr. Nussbaum was the sole proprietor of a contracting business and did not maintain workers’ compensation insurance. An employee of the business was injured on the job and Mr. Nussbaum was assessed by DCBS with civil penalties, claims costs, and other miscellaneous fees totaling over $78,000. The debtors filed a chapter 7. Because the date of the injury was less than three years before the date the bankruptcy was filed, the bulk of DCBS’s claim was a priority claim under §507(a)(8)(E)(ii), and was not dischargeable under §507(a)(1)(A).

Mr. Nussbaum learned for the first time that the bankruptcy might not relieve him of the liability underlying DCBS’s claim in this case when the Construction Contractors Board suspended the license of NT Contractors LLC, Mr. Nussbaum’s employer and an LLC of which he is a member. Mr. Nussbaum filed a motion to convert the case to one under Chapter 13 about a month later.

At the hearing on confirmation, it became clear that debtors could not propose a confirmable plan. The court could then, on request of a party in interest, convert or
dismiss the case, for cause, whichever was in the best interests of creditors and the estate, under §1307(c). Debtors moved to dismiss the case. I objected, citing §1307(b) and §707(a). There were no cases directly on point, and the court was inclined to dismiss the case. After briefing and argument, the court converted the case, preserving my client’s claim.

Co-counsel(s) N/A

Name

Opposing counsel(s) John D. Curtis

Name

55 N. Third Street
Street

Central Point, OR 97502 (541) 664-1218
City/State/Zip Code Phone

4.3 Case name In re Mathew Ray, Ray v. State of Oregon et al.

Court and case citation number U.S. Bankruptcy Court, Oregon, 05-71986-fra7, Adv. Pro. 06-6025-fra

Nature of case declaratory and injunctive relief regarding stay violation, §525

Your role in case defended the State

Results of your activities in this case

The important issue this case presented was whether the anti-discrimination provisions of §525 would override the Construction Contractors Board’s ability to limit who was entitled to be licensed as a contractor. The CCB took the position that the provisions of ORS 701.102, which along with the regulations interpreting it, required it to deny a license to Mathew Ray, on account of the unpaid construction debts of his prior corporation, Matt Ray Construction, Inc.

My cross-motion for summary judgment was denied, but the case was significant in that it clarified an area of the law that had been problematic for both contractors and the CCB for many years, and suggested in Judge Alley’s opinion that other methods to protect the public, such as requiring an increased bond, would likely not be viewed as discriminatory under §525.
The ruling also helped other state agencies understand the proper scope of their police powers in their ability to deny licenses and other permits to debtors in bankruptcy.

Co-counsel(s)  N/A  Name

Opposing counsel(s)  Keith Karnes  Name

PO Box 12829
Street

Salem, OR 97309-0829  (503) 362-9393
City/State/Zip Code  Phone

4.4  Case name  In re Ellen Willfley

Court and case citation number  U.S. Bankruptcy Court, Oregon, 04-43811-tmb7, Adv. Pro. 06-03231-tmb
(if any)

Nature of case  Declaratory and injunctive relief, determination of extent, validity, and priority of liens, avoidance of fraudulent transfers

Your role in case  represented Oregon Department of Revenue

Results of your activities in this case

Mrs. Willfley and her now-deceased husband were taxpayers with a long history of constitutional issues. They moved to Oregon from California in 1979, already having transferred all of their assets to a trust and already being deeply in debt to the IRS. Their large property in Mulino had been transferred among several closely-held LLCs and family trusts and was subject to a judgment lien in favor of one of the trusts. The trustee of her chapter 7 estate sued those entities to avoid the transfers and the judgment lien and sued the IRS and ODR for a declaration of everyone’s respective rights in the property.

The debtor’s answer raised frivolous affirmative defenses. Summary judgment was denied. I worked cooperatively with counsel for the IRS, Anton Janik, now in private practice, to develop evidence about the Willfley’s income, to support the basic amount of our claims, about the formation of and transfers to the trusts, to aid the trustee’s arguments that they were fraudulent, and to establish the technical proof to determine the dates our taxes were choate, to assign priority to each authority’s tax period’s obligations. The IRS and ODR consensually resolved the relative priorities of
their liens. The court declared that the estate owned the property, and that the IRS was secured by its judgment lien not its notices of federal tax lien. All that was left for trial was the ODR claim. After several days of trial, the court took the matter under advisement.

We had a settlement conference with Judge Dunn. We ended up agreeing to cap the ODR claim at $90,000; when the property eventually sold, we received almost $77,000.

Co-counsel(s) Anton Janik

Name

425 West Capitol Avenue, Suite 1800

Address

Little Rock, AR 72201-3525 (501) 688-8888

City/State/Zip Code Phone

Opposing counsel(s) Tara Schleicher

Name

121 SW Morrison, Suite 600

Street

Portland, OR 97204 (503) 228-6044

City/State/Zip Code Phone

Opposing counsel(s) James Leuenberger

Name

PO Box 1684

Street

Lake Oswego, OR 97035 (503) 542-7433

City/State/Zip Code Phone

4.5 Case name In re Richard F. and Patricia G. Munoz

Court and case citation number U.S. Bankruptcy Court, Oregon, 07-60061-fra13 (if any)

Nature of case Motion to dismiss chapter 13 for failure to pay post-petition taxes

Your role in case represented Oregon Department of Revenue
Results of your activities in this case

Three and a half years into their chapter 13 case, the debtors had accrued three years of post-petition tax debt, each year incurring a larger tax than the year before. A payment plan with ODR had been broken, Mr. Munoz’s Oregon withholding status had remained at “married with 20 exemptions” for almost two years after he had been instructed to correct it, and efforts to work with the debtors had been unavailing.

We had a trial on the motion to dismiss. Debtors argued that ODR should have changed their exemptions for them. Debtors asked the court to require ODR to file §1305 claims for the post-petition tax years, so the more than $6,000 in post-petition taxes could be paid through the plan over the remaining life of the plan, without interest and without penalties.

The court found grounds to grant the motion to dismiss, gave the debtors six months to pay all of the post-petition taxes plus interest and penalties in full, and required that the 2010 income tax return be filed on time with full payment for any tax due. The court ruled that only the taxing authority can choose to file a §1305 claim.

Co-counsel(s) N/A

Name

Opposing counsel(s) R. Brooke Holstedt

Name

P.O. Box 3018

Street

Salem, OR 97302 (503) 363-8959

City/State/Zip Code
E. **Education**

1. Undergraduate institution(s) __Dartmouth College__
   Dates attended __September 1976 to June 1980__
   Degree(s) received and date graduated __A.B., June 8, 1980__
   Major field(s) of study __Religion__

2. Law school name* __University of Oregon School of Law__
   Law school address __1221 University of Oregon__
   __Street__
   __Eugene, OR 97403-1221__
   City/State/Zip Code __unknown__
   Dates attended __August, 1980 to May 1983__
   Degree received and date graduated __J.D., May 1983__

3. Other law or graduate education received __N/A__
   Institution attended ___________
   Course of study ___________
   Degree received and date graduated ___________

4. Describe any honors, awards, law review or other activities or achievements.

   Student Bar Association representative ___________
   Justice, University Elections Court ___________
   Advisory Committee on Financial Aid and Pre-Law Curriculum (member) ___________
   Phi Delta Phi, member 1981-1983, Historian 1982-83 ___________
July 6, 2018

Carol J. Bernick
Professional Liability Fund
P.O. Box 231600
Tigard, OR 97281-1600

Carolb@osbplf.org

RE: PLF Board of Directors

Dear Ms. Bernick:

Please forgive my last minute expression of interest but if the PLF is so inclined, I would deem having a seat on the PLF Board to be both a privilege and honor.

I have been a member of the Oregon State Bar since 1982 and I clerked in Clackamas County Circuit Court for three years while in law school so I have been a part of the legal community for 38 years a variety of positions.

Upon passing the bar I was hired as a general litigation attorney by a small firm in Canby where I did civil and criminal trial work, along with a bit of estate work, for five years. I left Canby to work as in-house counsel for a large insurance company where after eight years of trial work I became the managing attorney for seven years.

Towards the end of my tenure with the insurance company I was appointed and served as a Circuit Court Judge Pro Tempore in Clackamas County. In 2002 I went back into private practice as a sole practitioner and after a year hired Angela Franco Lucero as an independent contractor. Within a year Angela became my associate and ultimately my business partner.

I am a past secretary and past president of the Clackamas County Bar Association and I have served on several OSB committees over the years including the Judicial Administration Committee, of which I was chair for two years, and the Affirmative Action Committee (as it was then known). I resigned my pro tempore judicial appointment so that I could serve on the Oregon State Bar Board of Governors. My term on the BOG ended in 2014.

For the last 20 years I have been involved in the bar’s diversity initiatives. I have been awarded two President’s Awards. I have been an adjunct professor at Lewis and Clark Law School.
The Oregon State Bar has many distinguishing attributes but the one that universally stands out is PLF. In my travels around the country on behalf of the Board of Governors the first thing officers from other state bars would mention was how fortunate Oregon was to have the PLF. In my four years on the board I never heard one complaint about the PLF. I also know that there are challenges ahead for the PLF not the least of which are movements that are afoot to provide greater access to justice through the use of Limited Liability Legal Technicians and allowing people to sit for the bar by reading for the law. For these reasons, and more, I am interested in furthering the work of the PLF. If allowed, I would gladly serve a five year term.

Sincerely yours,

Tom Kranovich
Overview
Retired healthcare finance executive with a passion for finance who is excited to share his passion and financial knowledge with individuals pursuing a career in finance or healthcare.

Education
- Southern Oregon University, Bachelors of Science in Business, accounting emphasis, 1983
- Northeastern University, Masters of Science in Finance, 2012

Experience
- Asante Health System
  - 2012-2017 – Chief Finance and Administrative Officer. Responsible for overseeing all financial and regulatory issues for Asante, including accounting, budgeting, finance, investments, materials management, billing and collections, payer contracting, debt, capital structure, insurance, licensure and compliance.
  - 2002-2012 – Director of Strategy and Business Development. Oversaw strategy development and implementation, business development activities including mergers and acquisitions, program development and major capital investments.
  - 1998-2002 – Corporate Compliance Officer. Oversaw legal and compliance activities for the organization.
  Met with individual clients and assisted them in the development of their retirement plan.
- Deloitte Haskins and Sells, Auditor, 1983-1987
  Performed audits in a number of industries, ultimately progressing to Senior Auditor specializing in healthcare audits.

Skills and Licensure
- Excellent communicator skilled at taking complex financial concepts and simplifying them, making them understandable and applicable to an audience. Thoroughly enjoyed the internal training and educational opportunities I was given at Asante and was used extensively by the organization for this teaching purpose.
- Proficient in Excel and PowerPoint.
- Have been a licensed CPA in Oregon, passing the exam in 1983. As of July 2017, transitioned to an inactive license status due to my retirement in January 2017.
Michael B. Batlan
PO Box 3729, Salem, OR 97302 • wk. (503) 588-9192, cell (503) 559-0306 • mbatlan@aol.com

Experience

Panel Chapter 7 Bankruptcy Trustee
- Appointed to the Panel for the District of Oregon in 1989
- Report annually to the U.S. Trustee’s Office
- Audited regularly by the U.S. Department of Justice

Court-appointed Chapter 11 Trustee
- Reorganized various businesses after proposing plans confirmed by the U.S. Bankruptcy Court
- Completed liquidations under confirmed plans

Fiduciary in Non-Bankruptcy Cases
- State court appointed receiver in many cases over the years in various Oregon circuit courts, beginning in 1985
- Selected to serve as Assignee for the Benefit of Creditors in various out-of-court liquidations

Oregon Bank
- Commercial Loan Officer, 1976 to 1980
- Worked in banking operations, 1974 to 1976

Education

MBA, Willamette University, 1981
BS, Economics, Willamette University, 1975

References

References and names of cases handled both available on request.
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: September 21, 2018
Memo Date: August 27, 2018
From: PLF Board of Directors
Re: PLF Primary Coverage Plan

Action Recommended

The PLF Board of Directors requests the BOG approve the following changes to the PLF Primary Coverage Plan for 2019. Because the Primary Plan is incorporated into the Excess Plan, these changes would also apply to the Excess Plan for 2019.

1. **Amendment of the Defense Provision**

We propose to amend the defense provision to make it less confusing to some of our Covered Parties. This is simply a change to the order of the language on page 1 of the 2018 Plan. We do not intend this change to have any substantive effect.

B. Defense

1. The PLF will defend a Covered Party against any Suit seeking Damages to which this Plan applies until the Claims Expense Allowance and the Limit of Coverage are exhausted, the PLF will defend a Covered Party against any Suit seeking Damages to which this Plan applies. The PLF is not bound by any Covered Party’s agreement to resolve a dispute through arbitration or any other alternative dispute resolution proceeding and has no duty to defend or indemnify regarding any dispute handled or resolved in this manner without its consent.

| Suit | means a civil lawsuit. Suit also includes an arbitration or other alternative dispute resolution proceeding only if the PLF expressly consents to it. |
2. **Amendment of Exclusion 2 – Wrongful Conduct**

The PLF issues Plans individually, to each lawyer. Under the more recent Plan language, the only Covered Parties under each of these Plans are the individual lawyer, named on the Declaration page, and any Law Entity that is legally liable for any Claim against that individual lawyer. Exclusion 2, on page 8 of the 2018 Plan, excluding certain wrongful acts, contains a provision intended to say that innocent Covered Parties are not subject to Exclusion 2. We would like to clarify this provision in order to state the PLF’s intent as to when a Law Entity, sued for the wrongful conduct of a member of the firm, qualifies as an innocent Covered Party. To clarify the PLF’s intent in this regard, we propose the following amendment:

2. **Wrongful Conduct.** This Plan does not apply to any **Claim** based on or arising out of:

   a. any criminal act or conduct;

   b. any knowingly wrongful, dishonest, fraudulent or malicious act or conduct;

   c. any intentional tort; or

   d. any knowing or intentional violation of the Oregon Rules of Professional Conduct (ORPC) or other applicable code of ethics.

Exclusion 2 applies even if the Covered Party did not intend to cause regardless of whether any actual or alleged harm or damages were intended. However, it does not apply to any Covered Party who did not commit or participate in any acts or conduct set forth in subsections (a) through (d), had no knowledge of any such acts or conduct at the time they occurred and did not acquiesce or remain passive after becoming aware of such acts or conduct.

However, if this Exclusion 2 does not apply to You if You: did not commit or participate in any acts or conduct set forth in subsections (a) through (d); had no knowledge of any such acts or conduct at the time they occurred; and did not acquiesce or remain passive after becoming aware of such acts or conduct.

Exclusion 2 does not apply to any Law Entity covered under this Plan unless a member of the Control Group of the Law Entity:

(1) committed or participated in any acts or conduct set forth in subsections (a) through (d); or
(2) had knowledge of any such acts and acquiesced in them or failed to take, or attempt to take, corrective action.

Control Group includes all persons who are managers or officers of the Law Entity, and/or all persons with authority to act, make decisions or enter into agreements on behalf of the Law Entity.

3. Amendment of Exclusion 6 – Business Interests

The intent of Exclusion 6 is to ensure that the Plan excludes claims where the lawyer has a significant connection with the business enterprise making the Claim, beyond providing legal representation or services, or had such significant connection with the business enterprise at the time of the acts errors or omissions on which the Claim is based. To allow coverage under those scenarios invites collusion as the Covered Party may essentially be both the plaintiff and the defendant, or the Covered Party may have an incentive not to defend the Claim. Recently, we concluded that this long-standing intent was not articulated as clearly as would be ideal and therefore recommend the following change:

6. Business Interests. This Plan does not apply to any Claim relating to or arising out of any business enterprise:

   a. In which You are a general partner, managing member, or employee, or in which You were a general partner, managing member, or employee at the time of the alleged acts, errors, or omissions on which the Claim is based;

   b. That is controlled, operated, or managed by You, either individually or in a fiduciary capacity, including the ownership, maintenance, or use of any property in connection therewith, or was so controlled, operated, or managed by You at the time of the alleged acts, errors, or omissions on which the Claim is based; or

   c. In which You either have an ownership interest, or had an ownership interest at the time of the alleged acts, errors, or omissions on which the Claim is based unless: (i) such interest is solely a passive investment; and (ii) You, those controlled by You, Your spouse, parent, stepparent, child, sibling, or any member of Your household, and those with whom You are regularly engaged in the practice of law, collectively own, or previously owned, an interest in the business enterprise of less than 10%.

6. Business Interests. This Plan does not apply to any Claim by a business enterprise:
a. In which You have an Ownership Interest; or in which You are a general partner, managing member, or employee; or in which You control, operate or manage, either individually or a fiduciary capacity, any property that is owned, managed or maintained by the business enterprise; or

b. At the time of the alleged acts, errors or omissions on which the Claim is based: You had an Ownership Interest in the business enterprise; You were a general partner, managing member, or employee of the business enterprise; or You controlled, operated or managed, either individually or a fiduciary capacity, any property that was owned, managed or maintained by the business enterprise.

Ownership Interest means either You, those controlled by You, Your spouse, parent, stepparent, child, stepchild, sibling, any member of Your household, or those with whom You are regularly engaged in the practice of law collectively own more than 10% of the business enterprise or owned more than 10% of the business enterprise at the time of the alleged acts, errors or omissions on which the Claim is based.

4. Amendment of Exclusion 16 – Harassment and Discrimination

The current language of Exclusion 16, on page 16 of the 2018 Plan, is overly broad because, for example, it could apply to employment lawyers who work on investigations for clients regarding workplace harassment or discrimination. We propose to narrow the language of the exclusion as follows:

16. Harassment and Discrimination. This Plan does not apply to any Claim based on or arising out of harassment or discrimination by any Covered Party on the basis of race, creed, age, religion, sex, sexual orientation, sexual identity, disability, pregnancy, national origin, marital status, or any other basis protected by law.

CJB/clh
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: September 21, 2018
Memo Date: August 27, 2018
From: PLF Board of Directors
Re: 2019 PLF Budget, 2019 Assessment, and 2019 PLF Payment Deadlines

I. Action Recommended

The PLF Board of Directors approved the following actions at its August 24, 2018 meeting and requests the BOG also approve them:

1. The 2019 PLF budget as attached as Exhibit A
2. The 2019 PLF Assessment of $3,300
3. The deadlines for payments of the PLF assessment

II. Executive Summary

1. The PLF Board of Directors is recommending a 4.0% salary pool. The Bureau of Labor Statistics report for Urban areas in the Western Region (Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming) states the CPI has increased 3.6% from a year ago. In large urban areas, the rate is 3.9%. The salary pool is separate from budgeted dollars for salary reclassifications (explained in detail on page 4).

2. Indicators point toward a larger increase to the cost of medical benefits in 2019 than was experienced in 2018. The increase from 2017 to 2018 was approximately 7.1%. The budgeted increase for 2019 is 8.0%.

3. PERS Tier 1 and 2 rates increased by almost 5% from the biennium ending June 30, 2017 to the one ending June 30, 2019. The increase for OPSRP employees was 3.5%. We anticipate this trend will continue. Therefore, we are budgeting a 5.42% increase for Tiera ½ employees and 3.48% for the OPSRP group.
4. Operations expenses are budgeted to increase in 2019 by about 14%. This is due largely to increased healthcare premiums; increased PERS contributions; and budgeting the PERS pension and interest expense for the first time.

5. The PLF ended 2017 approximately $7 million above its net position goal of $13.3 million. In light of that, the BOD recommends reducing the 2019 assessment to $3,300.

III. 2019 PLF Budget

Number of Covered Attorneys

We have provided the number of covered attorneys by period for both the Primary and Excess Programs. (The figures are found on pages 1 and 8 of the budget document.) These statistics illustrate the changes in the number of lawyers covered by each program and facilitate period-to-period comparisons.

For the Primary Program, new attorneys paying reduced primary assessments and lawyers covered for portions of the year have been combined into “full pay” attorneys. We project 6875 “full-pay” attorneys for 2019. The actual number of covered parties in 2019 is budgeted at 7150.

In 2019 the PLF Excess Program will be focused on reducing exposure within the current book of business. The number of budgeted covered attorneys in 2019 will decrease by approximately 1.5% from the 2018 total to 2036 attorneys. Ceding commission is budgeted to remain flat from the 2018 projection.

Allocation of Costs between the Excess and Primary Programs

The Excess Program assets, liabilities, revenues and expenses are accounted separately from the Primary Program. The Excess program reimburses the Primary Program for services to ensure the Primary Program does not subsidize the cost of the Excess Program. A portion of Primary Program salary, benefits, and other operating costs are allocated to the Excess Program. Salary and benefit allocations are based on a review of the time PLF staff spends on Excess Program activities. The Excess Program also pays for some direct costs, including printing, promotion, and reinsurance related travel.

Primary Program Revenue

Projected assessment revenue for 2019 is based upon a reduced basic assessment of $3300, down from $3500. There are 6875 “full pay” attorneys budgeted for 2019, bringing the annual assessment revenue to $22,687,500, down by 5.96% from the 2018 projected assessment
revenue. The difference in revenue for 2019 between a $3500 assessment and a $3300 assessment is $1,375,000. The PLF outside actuaries support a reduction in our assessment.

Investment returns have been down considerably in 2018 compared to 2017. Additionally, the FMV of the portfolio has decreased in value. Mid-term elections, increased import/export tariffs, and destabilization of the European economy could all lead to a volatile market in 2019. We are being conservative in our expected return for 2019 setting it at 1.5%. Based on the value of the portfolio at June 30, 2018, a .5% change in the rate of return equates to approximately $287,651.

Primary Program Claims Expense

The most significant cost category for the PLF is claim costs for indemnity and defense. Since claims often do not resolve quickly, these costs are often paid over several years after the claim is first made. The ongoing calculation of estimated claim costs, along with investment results are the major factors in determining the Primary Program’s positive/negative in-year net position.

Budgeted claims expense is the estimated cost of new claims. When claims develop in a positive or negative way, reserves are released or need to be increased. For 2019, we are estimating a release of reserves of $500,000. This number is comparable to the release of reserves in June of 2018.

Our projections of claim costs for 2019 are based on a projected claim count of 850 claims. At August 31, 2018 the PLF annualized claim count was 835. The cost of each new claim in 2019 has been budgeted at $21,000, slightly above the June 30, 2018 actuarial recommendation of $20,800. The claims frequency anticipated for 2019 is 11.9%. By way of reference, a .05% difference in the number of claims equates to 42.5 claims or $892,500.

Full-time Employee Statistics (Staff Positions)

We have included “full-time equivalent” or FTE statistics to show PLF staffing levels from year to year. On the Budget document, each department is shown prior to Excess staff allocations. The FTE net of Excess allocations is shown below.

<table>
<thead>
<tr>
<th></th>
<th>2018 Projections</th>
<th>2019 Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>7.3 FTE</td>
<td>6.45 FTE</td>
</tr>
<tr>
<td>Claims</td>
<td>19.72 FTE</td>
<td>19.72 FTE</td>
</tr>
<tr>
<td>Loss Prevention</td>
<td>13.8 FTE</td>
<td>13.8 FTE</td>
</tr>
<tr>
<td>(includes OAAP)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounting</td>
<td>7.34 FTE</td>
<td>7.34 FTE</td>
</tr>
<tr>
<td>Excess Allocations</td>
<td>2.67 FTE</td>
<td>2.52 FTE</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>50.83 FTE</strong></td>
<td><strong>49.83 FTE</strong></td>
</tr>
</tbody>
</table>
Salary Pool for 2019

We recommend a 4% cost of living increase for 2019. The Bureau of Labor Statistics no longer provides a CPI for Portland. Instead, it reports a CPI for the Western Region. The July 2018 report reflects an increase of 3.6% for all western states and 3.9% for large urban areas in the West. Last year, the year over year increase was 4.4% and the PLF Board and BOG agreed to a 4% salary pool. Our finance committee discussed the 4% pool at some length. PLF CFO Betty Lou Morrow reported that over the last five years, although the average salary pool increase was 3%, actual salary costs have increased only 1.96% due to attrition and how the salary pool was allocated. Moreover, the evidence shows that the delta between wages and housing costs in Portland is among the highest in the country. The blended “Western States” statistic does fully reflect that. The National Low Income Housing Coalition recently issued a report concluding that to afford a 2 bedroom house or apartment in Portland requires an income of $53,830 per year. Eight PLF employees make less than that and six others are within 10% of that rate. Finally, for those employees who have their spouse and/or children on our health plan, their out of pocket costs continue to go up by more than our average salary pool, essentially reducing the effect of their increase.

The budget also reflects planned reclassifications with a cost of $25,000. The salary reclassification includes the following:

1. Those employees who changed status (e.g. Claims Attorney I to Claims Attorney II).
2. An increase to salaries for recently hired employees hired at “probationary salaries.”
3. Address a historical lack of parity between the salaries of employees in positions with equivalent responsibilities.
4. Salaries for entry-level hires of exempt positions are significantly lower than experienced staff. As new staff members become proficient, their salaries are adjusted appropriately.

Benefit Expense

The employer cost of PERS and Medical/Dental insurance are the two major cost drivers for PLF benefits.

The employer contribution rates for PERS will increase on July 01, 2019. The table below reflects these estimated changes.

<table>
<thead>
<tr>
<th></th>
<th>2017-2019</th>
<th>2019-2021</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 1 and 2</td>
<td>17.84%</td>
<td>23.26%</td>
<td>5.42%</td>
</tr>
<tr>
<td>OPSRP</td>
<td>10.78%</td>
<td>14.26%</td>
<td>3.48%</td>
</tr>
</tbody>
</table>

Unlike most state and local employers, the PLF does not “pick up” the mandatory 6% employee contribution to PERS. PLF employees have the 6% employee contribution deducted from their biweekly remuneration.
The PLF covers the cost of medical and dental insurance for PLF employees. We are budgeting for an 8% increase to the employer’s portion of the healthcare premiums.

A new budget item for 2019 is recognition of the development of pension usage through reserve increase and decreases. For 2019 the PLF is estimating an increase to reserves of $700,000. In 2017, the reserves increased by $741,371. We are projecting an increase to reserves of $700,000 for 2018 as well. Another new budget item, also related to PERS is recognition of PERS interest expense. This is the interest allocated to the PLF for unfunded actuarial PERS debt. In 2017 this expense was $44,000. We are budgeting the same amount for 2019. The State of Oregon annually supplies relevant data on which the calculations for these two expenses are calculated.

### Capital Budget Items

The 2019 budget is for replacement of office furniture, desktop computers, network servers and printers. This budget also includes anticipated repurposing of office space and the costs associated with that work.

### Primary Operating Expenses with Changes from 2018 Budget +/- 10%

Overall, operating expenses are increasing by 14.1% (approximately $1.2M). The primary drivers of the increase are explained below.

**Benefits and Payroll Taxes**

As noted previously, there are budgeted increases to healthcare premiums as well as PERS contributions. Additionally, there is recognition for the PLF’s portion of PERS liabilities and interest on unfunded PERS liabilities. Benefits and payroll taxes increased by $883,289 from the 2018 budgeted level.

**Office Expense**

Beginning with the 2019 renewal season, a new payment portal will be implemented that offers covered parties’ access to additional methods of payment, and offers Excess firms the ability to make payments online. There are approximately $36,000 in additional fees associated with this software.

**Defense Panel Program** occurs bi-annually. There was no conference in 2018. The conference for 2019 is budgeted at $50,000.

### Excess Program Budget

The major revenue item for the Excess Program is ceding commissions. These commissions represent the portion of the Excess premium that the PLF retains and is shown in the table below.
Coverage Limits

<table>
<thead>
<tr>
<th>Coverage Limits</th>
<th>Ceding Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to $1.7 Million</td>
<td>17.50%</td>
</tr>
<tr>
<td>Up to $4.7 Million</td>
<td>15.00%</td>
</tr>
<tr>
<td>Up to $9.7 Million</td>
<td>15.00%</td>
</tr>
<tr>
<td>Increased Cyber Limits</td>
<td>20.00%</td>
</tr>
</tbody>
</table>

A portion of the Excess premium (10.5%) goes to the PLF brokers, AON Benfield. However, the largest portion of the premium goes to the reinsurers who cover the cost of excess claims. We are budgeting $945,000 for 2019 ceding commissions.

Excess investment earnings are calculated using a formula that allocates investment revenue based on contribution to cash flow from the Excess Program.

**IV. Assessment**

The PLF assessment remained at $3,500 for nine years, the longest period without a change in the PLF’s history. At the end of 2018, the PLF had over $20 million in its net position (“retained earnings”). Two years ago, the PLF established a net position goal of $13.3 million. Given that, the PLF Long Range Planning Committee met to evaluate the assessment. The Committee evaluated a number of points, including the components of the net position goal, analyses about future trends in claim development, claim frequency and number of Covered Parties. The Committee and the Board concluded that a reduction of the assessment to $3,300 would be economically prudent, releasing excess funds to the Covered Parties while maintaining PLF financial stability. The Board values keeping a stable assessment and felt reasonably confident we could maintain this assessment level for at least three years, even if investment income and/or claim development is somewhat worse than predicted.

**V. Deadlines**

The BOD asks the BOG to approve the following deadlines for payment of the 2019 PLF assessment.

- **January 10**: Deadline to pay full assessment or first quarterly assessment with finance and service charges, or file exemption.
- **April 10**: Deadline for second quarterly assessment.
- **July 10**: Deadline for third quarterly assessment.
- **October 10**: Deadline for fourth quarterly assessment.
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: September 21, 2018
Memo Date: August 27, 2018
From: PLF Board of Directors
Re: PLF Policy 5.150 Fidelity Bond

Action Recommended

We request the BOG approve the elimination of PLF policy requiring a Financial Institution Bond. The fidelity bond is expensive, duplicative of coverage we already have, and is unnecessary given the other safeguards we have in place.

Background

The 2018 Bylaws and Policy Manual states the following:

5.150 FIDELITY BOND
The Professional Liability Fund will maintain a fidelity bond with limits for any single defalcation of not less than $1 million. If financially advantageous, the PLF may purchase a fidelity bond jointly with the Oregon State Bar.

Our fidelity bond is consistent with what a fidelity bond typically covers:

- dishonest or fraudulent acts committed by employees acting alone or in collusion with others;
- losses resulting from burglary, robbery, misplacement, or mysterious unexplainable disappearance of property (except while in transit). Damage to our furniture or fixtures resulting from the above-listed acts is also covered under our Insuring Agreement (unless caused by fire);
- losses of certain defined property, including money, while in transit. Losses must be a direct result of robbery, larceny, theft, misplacement, mysterious unexplainable disappearance, damage or destruction to the property;
- losses resulting from counterfeit currency, received in good faith;
- losses resulting from false securities.
The annual cost of our fidelity bond is $6,330 (50.4% of total portfolio premium). The per incident limits are $2,000,000 with a $25,000 deductible.

As you can surmise, much of this is inapplicable to the PLF with the exception of the first category. We already have coverage under our general liability plan which provides for computer fraud, employee theft, forgery or alteration, money and securities, and counterfeit money orders and currencies. These components of the coverage have per incident limits ranging from $25,000 to $250,000 with a $25,000 deductible. The total cost of our general liability coverage is $6,238. While the per incident coverage under our general liability plan is significantly lower than what the fidelity bond provides, we believe the internal controls at the PLF, as well as those at Wells Fargo and with our investment funds (as described below) make the risk of loss in any of these areas so remote that a higher limit is not warranted.

The fidelity risk – employee dishonesty and/or fraud – component of the policy is covered not only by the property policy, but internal and banking controls as well. Moreover, the PLF is protected from large value transaction fraud by means of dual custody controls on all outgoing wires, regardless of amount. There are also safeguards on our investment portfolio that prohibits any transfer to any account other than the PLF primary bank account.

Wells Fargo ensures that banking transactions are subject to electronic scrutiny for any anomalies. “Positive Pay” is the comprehensive secure service provided by Wells Fargo to protect all check transactions. The PLF no longer accepts cash for assessments. Any cash received is in such small amounts ($50-$100 per deposit) so as not to total anything near the deductible on the policy.

Our risk of loss on our investment portfolio is also small given our use of an outside investment consulting firm which vets all investments and only places us in well established funds.

The requirement for a fidelity bond has been in place at least since 1990 and likely earlier.1 These requirements were not uncommon for commercial financial institutions, including insurance providers, which is presumably why the requirement was placed on the PLF. But, for the reasons set forth above, we believe the cost of the bond is not warranted and thus recommend deleting it from our by-laws.

---

1 We do not seem to have copies of our Bylaws and Policy Manuals before 1990.
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: September 21, 2018
Memo Date: August 29, 2018
From: PLF Board of Directors
Re: Excess Program – Changes to PLF Policy 7.600(H)(2) Regarding Midyear Changes

Action Recommended

The PLF Board of Directors requests that the BOG approve the following recommendations regarding changes to PLF Policy 7.600(H)(2) pertaining to midyear changes for the Excess Program. The PLF Board of Directors approved the recommendations at its August 24, 2018 board meeting.

Background

The excess coverage year runs from January 1 (or the date of application) until December 31 of a given year. Changes that occur after January 1, or the firm’s application date, are considered midyear changes. Presently, firms are required to notify the Excess Program of midyear changes as set forth in PLF Policy 7.600(H)(2). We propose the following changes to these Policies to address changing issues in underwriting risk.

(2) Firms are required to notify the PLF after the start of the Coverage Period if:

(a) The total number of current attorneys in the firm either increases by more than 100 percent or decreases by more than 50 percent from the number of current attorneys at the start of the Coverage Period.

(b) There is a firm merger. A firm merger is defined as the addition of one attorney who practiced as a sole practitioner or the addition of multiple attorneys who practiced together at a different firm (the “merging firm”) immediately before joining the firm with PLF excess coverage (the “current firm”). It is only necessary to report a firm merger to the PLF if the current firm is seeking to add the merging firm as a predecessor firm or specially endorsed predecessor firm to the current firm’s Excess Plan.

(c) There is a firm split. A firm split is defined as the departure of one or more attorneys from a firm with PLF Excess Coverage if one or more of the departing attorneys form a new firm which first seeks PLF Excess Coverage
during the same Coverage Period.

(d) An attorney joins or leaves an existing branch office of the firm outside of Oregon.

(e) The firm establishes a new branch office outside of Oregon.

(f) The firm or a current attorney with the firm enters into an “of counsel” relationship with another firm or with an attorney who was not listed as a current attorney at the start of the Coverage Period.

(g) An attorney continuing to practice law with, or maintaining an affiliation with, a Law Entity other than the Law Entity listed on the Excess Declarations joins or leaves the firm.

(h) A non-Oregon attorney joins, or leaves the firm.

(i) An attorney practicing in areas that present risk of claims (including aiding and abetting) under Oregon Securities Law joins or leaves the firm.

In each case under this subsection (2), the firm’s coverage will again be subject to underwriting, and a prorated adjustment may be made to the firm’s excess assessment.

The changes to subsections (f) and (g) work to clarify when it is important for firms to notify us of “of counsel” additions or departures to a firm. The addition of subsection (i) reflects our growing need to be aware of changes in firms relating to Oregon Securities risk such that we can adequately underwrite, and charge for, that risk.

CJB/clh
OREGON STATE BAR
Legal Services Program Committee

Meeting Date: Sept 21, 2018
Memo Date: Sept 6, 2018
From: Legal Services Program Committee
Re: Disbursing Unclaimed Client Funds from the Legal Services Program

Action Recommended

1) Increase the reserve target for the Annual Unclaimed Fund to $200,000.

2) Disburse $215,000 from the unclaimed client fund but to hold the funds until the legal aid providers make a recommendation for when to disburse the funds and a method for allocation between providers.

Background

Unclaimed or abandoned client funds held in lawyers’ trust accounts are sent to the Oregon State Bar (OSB), pursuant to ORS 98.386. Revenue received is used for the funding of legal services by legal aid providers, the payment of claims, and the payment of expenses incurred by the OSB in the administration of the Legal Services Program.

In 2012 the committee and subsequently the BOG approved a recommendation regarding the distribution of unclaimed client funds. The distribution method is that the LSP will hold $100,000 in reserve to cover potential claims and distribute the revenue that arrives each year above that amount. The amount disbursed has changed from year to year depending on the unclaimed funds received and claims made (see attached ULTA 2017 Report). In addition, the OSB entered into an agreement with the legal aid providers in which the legal aid providers agreed to reimburse the OSB if the remaining reserve gets diminished or depleted.

In January 2014, the LSP received approximately $520,000 unclaimed client funds from the Strawn v Farmers Class Action. The BOG initially approved distributing these funds in equal amounts over three years. 1/3 of the funds were disbursed in 2014 and 1/3 in 2015. In 2016 and 2017, the BOG did not disburse any funds from the Strawn v Farmers Fund because of remaining potential claims.

Annual Unclaimed Fund

At the end of 2017, there was $532,402 in the Annual Unclaimed Fund (see attached ULTA 2017 Report). The fund balance grew in 2017 largely due to a receipt of $360,000 related to foreign insurance companies. There are two recommendations regarding Annual Unclaimed Funds.
1. It is recommended that the reserve policy be increased to a $200,000.

   When the previous reserve target of $100,000 was adopted in 2012, there was a potential known claims liability of approximately $334,000 for the Annual Unclaimed Fund. Since that time, the fund has received additional money. With additional money also comes additional potential claims; the potential known claims liability of the Annual Unclaimed Fund has increased to approximately $900,000\(^1\) at the end of 2017. The increase in potential claims liability indicates that it is time to increase the reserve target.

2. It is recommended that $215,000 be distributed from the annual fund to the legal aid providers and held by the OSB until the providers request disbursement and advise on an allocation method between the providers. This will leave the annual fund reserve of $200,000 and approximately $150,000 as an additional reserve that can be also be used for Strawn Farmers Class Action Claims.

**Strawn Farmers Class Action Claims**

During 2017, $84,849 was paid in Strawn Farmers Class Action Claims; this is a ten-fold increase over the amount paid out in 2016. Prior to 2017, a total of $35,153 had been claimed. The increase in claims appears to be a result of the Department of State Lands sending letters to potential claimants of the Strawn v Farmers Fund during 2017. It is unclear if the Department of State Lands will repeat their mailing in 2018.

As noted above, after the two recommended actions approximately $150,000 beyond the annual fund reserve will be held and can be used for Strawn Farmers Class Action Claims without diminishing the amounts held as an annual unclaimed fund reserve.

---

\(^1\) $900,000 includes potential claims liability for the amount received related to foreign insurance companies. It is expected that these funds are of lower likeliness to be claimed than most. Without the potential claims related to foreign insurance companies, the potential claims liability at the end of 2017 for the Annual Unclaimed Fund was $536,000.
President Vanessa Nordyke called the meeting to order at 9:04 am on November 2, 2018. The meeting adjourned at 9:57 a.m. Members present from the Board of Governors were Colin Andries, John Bachofner, Chris Costantino, Eric Foster, John Grant, Rob Gratchner, Eddie Medina, Tom Peachey, Per Ramfjord, Kathleen Rastetter, Liani Reeves, Whitney Boise, Michael Rondeau (on phone), David Wade, Traci Rossi and Michael Levelle. Not present were Guy Greco, Kerry Sharp and Julia Rice. Staff present were Helen Hierschbiel, Amber Hollister and Jonathan Puente. Also present was ONLD Chair Jennifer Nicholls.

1. Call to Order and Finalization of Agenda

Ms. Nordyke called the meeting to order. No additions to the agenda were presented. Ms. Nordyke indicated she would take items out of order to first address the agenda item relating to the Nominating Committee.

2. Nominating Committee

Ms. Costantino presented the nominating committee’s recommendation to waive the one-meeting notice requirement and amend OSB Bylaw Subsection 2.201. [Exhibit A]

Ms. Costantino presented an overview of the work of the nominating committee and the rationale for the proposed bylaw amendment, as outlined in Exhibit B.

Members discussed the proposed amendment and the nominating committee process.

Motion: Mr. Andries moved and Mr. Bachofner seconded a motion to amend the committee’s motion to amend OSB Bylaw Subsection 2.201(b) solely to add “If the Nominating Committee is unable to select a sole candidate for President-elect, the board will elect a President-elect at its last regularly scheduled board meeting of the calendar year, pursuant to Subsection 2.201(c),” without amending the timelines for announcing the Nominating Committee’s candidate. Mr. Andries, Mr. Bachofner, Mr. Peachey, Mr. Grant, Mr. Gratchner and Mr. Rondeau voted in favor of the motion to amend. Ms. Costantino, Mr. Foster, Ms. Rastetter, Mr. Ramfjord, Ms. Rossi, Ms. Reeves, Mr. Medina, Mr. Boise and Mr. Wade opposed the motion to amend. The motion to amend failed.

Mr. Bachofner expressed concern that the bylaw as proposed would provide insufficient time for a member to circulate a petition to nominate another candidate.

Motion: Mr. Bachofner moved and Mr. Andries seconded a motion to amend the committee’s motion to amend OSB Bylaw Subsection 2.201(b) to provide that “The Nominating
Committee’s selection will be the sole candidate for President–elect unless at least six members nominate another candidate by written petition delivered to the Chief Executive Officer not less than 15 days prior to the last regularly scheduled board meeting of the calendar year.” Mr. Andries, Mr. Grant, Mr. Bachofner, Mr. Peachey, Mr. Gratchner and Mr. Rondeau voted in favor of the motion to amend. Ms. Costantino, Mr. Foster, Mr. Ramfjord, Ms. Rastetter, Ms. Rossi, Ms. Reeves, Mr. Medina, Mr. Boise and Mr. Wade opposed the motion to amend. The motion to amend failed.

Ms. Hierschbiel noted that the board could elect to take a recess for the House of Delegates Annual Meeting and reconvene afterwards to continue its deliberations. The board declined the suggestion. Ms. Nordyke called for a vote on the Nominating Committee’s motion.

**Motion:** The board voted on the committee’s motion to waive the one meeting notice requirement and amend the bylaws as proposed in Exhibit B. Ms. Costantino, Mr. Foster, Ms. Rastetter, Ms. Reeves, Ms. Rossi, Mr. Boise, Mr. Wade, Mr. Grant, Mr. Ramfjord, and Mr. Medina voted in favor of the motion. Mr. Bachofner, Mr. Gratchner, Mr. Peachey, Mr. Andries and Mr. Rondeau opposed the motion. The motion passed.

Ms. Costantino announced that the Nominating Committee’s sole candidate for 2019 President-Elect is Liani Reeves. The board congratulated Ms. Reeves on her selection.

3. **Appellate Screening Special Committee**

   Mr. Ramfjord presented the committee’s recommended list of “highly qualified” candidates for appointment to the Oregon Supreme Court. [Exhibit B]

   **Motion:** The board voted unanimously in favor of approving the list of “highly qualified” candidates. Ms. Reeves abstained.

The meeting was adjourned at 9:57 a.m.
OREGON STATE BAR
Board of Governors Agenda

Meeting Date: November 2, 2018
From: Nominating Committee
Re: Selection of 2019 President-elect

Action Recommended

The Nominating Committee recommends that the Board waive the one-meeting notice requirement and amend OSB Bylaw Subsection 2.201 as set forth below.

Background

Nominating Committee Meetings on 10/17 and 10/18

The Nominating Committee met on October 17 to discuss the two candidates for 2019 president-elect, Tom Peachey and Liani Reeves. Pursuant to OSB Bylaw 2.201, members of the committee took a vote on whom to select to present to the Board of Governors as its sole candidate. It was a tie vote.

Because the bylaws do not provide what to do in the event of a tie vote, the Nominating Committee met again on October 18 to discuss how to proceed. The members unanimously voted to recommend to the BOG that it waive the one-meeting notice requirement and amend OSB Bylaw 2.201, to allow a board vote in the instance of a tie vote by the Nominating Committee.

Nominating Committee Meeting on October 29, 2018

After the October 18 meeting, one of the Nominating Committee members indicated that she wanted to change her vote. The Committee met again on October 29 to discuss whether to take steps to accommodate that request.

The Committee considered two options. The first was to do nothing further. The result would be that the Committee’s original proposed amendment—voted on at its October 18 meeting—would be presented to the BOG at its special meeting on November 2, and an election by the full board would take place on November 17.

The second option considered was to propose to the BOG a bylaw amendment that would shift timelines to allow the Nominating Committee to present to the board a sole candidate for President-elect on November 2, as well as resolve the issue of what to do in the event of a tie. Under the bylaws as currently written, the deadline for the Nominating Committee to present its candidate to the board was October 18; that deadline has already passed. The bylaw amendment considered as part of the second option would shorten the time frame within which the Nominating Committee must announce its candidate for President-elect. Adoption of this option would allow the Nominating Committee to present a sole candidate for election on November 2, to be considered by the full board at its meeting on November 17.
At its meeting on October 29, the Nominating Committee decided to propose to the BOG the second option. The committee members unanimously voted to recommend to the BOG that it waive the one-meeting notice requirement and amend OSB Bylaw 2.201 as follows:

Subsection 2.201

Election (a) Time of Election

The President and President-elect are elected at the last regularly scheduled board meeting of the calendar year. The only candidate for President is the President-elect.

(b) President-Elect

Any lawyer member of the second-year class may be a candidate for the office of President-elect by notifying the Chief Executive Officer by September 1. Each candidate must submit with said notice a statement outlining the candidate’s qualifications, reasons for seeking the position, and vision for the bar. A Nominating Committee, consisting of the fourth-year class and the current President-elect, will interview each candidate and will meet with the remaining board members to discuss their view about each candidate’s respective qualifications. The Nominating Committee will announce its candidate for President-elect at least 30 15 days prior to the last regularly scheduled board meeting of the calendar year. The Nominating Committee’s selection will be the sole candidate for President-elect unless at least six members nominate another candidate by written petition delivered to the Chief Executive Officer not less than 15 10 days prior to the last regularly scheduled board meeting of the calendar year. If the Nominating Committee is unable to select a sole candidate for President-elect, the board will elect a President-elect at its last regularly scheduled board meeting of the calendar year, pursuant to Subsection 2.201(c).

(c) Voting

If there is only one candidate for an office, the candidate is deemed elected without a formal vote. When there are two nominees for President-elect, the candidate receiving the most votes will be elected. If there are three nominees for President-elect and no candidate receives more than 50 percent of the votes on the first vote, the candidate receiving the fewest votes is eliminated and another vote will be taken. Only board members present at the meeting may vote.

This second proposed amendment is the one the Nominating Committee now presents to the Board for approval. On October 29, the Committee also voted on whom to present to the board as its candidate for President-elect. If the Board votes to waive the one-meeting notice requirement and amend the bylaws as set forth above, the Committee is prepared to announce its candidate for 2019 President-elect.
OREGON STATE BAR
Board of Governors Memorandum

Meeting Date: November 16, 2018
Memo Date: October 25, 2018
From: Per Ramfjord, Chair Appellate Screening Committee
Re: Appellate Screening Supreme Court Vacancy Highly Qualified Candidates

Action Items

The Appellate Screening Committee recommends the board consider and approve the list of “Highly Qualified” candidates for the Oregon Supreme Court vacancy. The letter with the list of “Highly Qualified” applicants will be submitted to the Governor’s office by the November 2nd deadline.

Please see below link for the list of applicants for the Supreme Court vacancy:

https://www.osbar.org/judicial/judicialvacancy.html#OSC
October 25, 2018

Governor Kate Brown
State Capitol Building
900 Court St. NE, Suite 254
Salem, OR 97301

Dear Governor Brown:

The Oregon State Bar’s Appellate Screening Committee has completed its review of the candidates who have applied for appointment to the Oregon Supreme Court and who agreed to disclose their application materials to the OSB. Pursuant to OSB Bylaws, the Committee has conducted an in-depth review of each application and candidate, including in-person interviews of all candidates who opted to participate in the process.

The Committee’s review process is intended to provide you with relevant, reliable, and descriptive information to help inform your appointment decision. As instructed by OSB Bylaws, our recommendation of candidates as “highly qualified” is based on “the statutory requirements of the position, as well as information obtained in the review process, and the following criteria: integrity, legal knowledge and ability, professional experience, cultural competency, judicial temperament, diligence, health, financial responsibility, and public service.” A “highly qualified” recommendation is intended to be objective, and the Committee’s decision not to identify any specific candidate as “highly qualified” should not be viewed as a finding that the person is unqualified. A “highly qualified” recommendation is intended to reflect the candidate’s overall ability to serve on the court.

The Board of Governors is pleased that members from around the state, including a public member, serve on the Appellate Screening Committee. We also deeply appreciate the assistance and leadership of your counsel and your office during this process.

Pursuant to OSB Bylaw 2.703, the Oregon State Bar Board of Governors* has approved the following list of candidates deemed “highly qualified” for appointment to the Oregon Supreme Court:
The Board of Governors appreciates that there were many qualified candidates for the positions and that the review process presented a challenging task. According to OSB Bylaw 2.700, the list of the “highly qualified” candidates will be posted on the OSB webpage. Also pursuant to OSB Bylaws, we will gladly respond to any requests from your office as to whether certain other candidates meet a “qualified” standard.

Sincerely,

Vanessa A. Nordyke
OSB President

Per Ramfjord
OSB Board of Governors
Appellate Screening Committee Chair

cc: Misha Isaak, General Counsel, Office of the Governor

*Please note that BOG member Liani Reeves has abstained from all discussion and votes related to the review of judicial candidates.
October 12, 2018

Guy Greco
Chair, BOG Board Development Committee
Board of Governors, Oregon State Bar
PO Box 231935
Tigard, OR 97281

RE: Board of Bar Examiners Appointments

Dear Mr. Greco:

Thank you for your letter of August 28, 2018. The Oregon State Board of Bar Examiners (BBX) truly appreciates the recognition of the Board Development Committee (BDC) for the BBX’s efforts in creating a more diverse board and co-grader pool. We also take seriously the BDC’s concerns regarding the number of terms BBX members serve.

The makeup of the BBX and the length of member terms are governed by the Rules for Admission of Attorneys in Oregon which place no limit on the number of terms that a BBX member can serve. Oregon is not alone in this approach. In fact, if you were to attend the annual meeting of the National Conference of Bar Examiners, you would find that most states have BBX members that have served well over 20 years.

While Oregon does not have any present BBX members serving such a long period of time, we have had members serve as many as four terms. Jeff Howes was the only member in recent years to serve this number of terms. In 2017, Mr. Howes was Chair of the BBX. At that time, he had more institutional knowledge of bar admissions than all of the OSB Admissions Department’s staff combined. 2017 was a tumultuous year where the Admissions Manager resigned, the cut score was lowered and Oregon’s first Uniform Bar Exam was administered. It is safe to say, that these events would have been far more chaotic had Mr. Howes’ experienced hand not been guiding us through them.

In addition to experienced leadership and informed admissions decisions, the primary benefit that applicants and the OSB receive from multiple BBX terms is a consistency in grading. All of the current members of the BBX have been groomed, through years of co-grading, to grade the same way as our predecessors. Likewise, we will continue grooming future BBX members from our current co-grading pool. Our intent is to have this approach leave a legacy of consistency in judging competence among applicants year after year.
Although we do not have a limit on the number of terms a BBX member may serve, this has not inhibited the diversity, equity, and inclusion in our board in recent years. In fact, we believe the opposite has occurred. Of the 22 attorneys that comprise the BBX and most recent co-graders, 27% affiliate with a racial minority group, which is more than double the 12% of active lawyers who affiliate with a minority group in Oregon. Their primary location of practice covers areas throughout Oregon, including Eugene, Gladstone, Hood River, Lake Oswego, Portland, Salem and West Linn. Of the 12 attorneys on the BBX, half are women, 17% affiliate as LGBTQ, and 41% have served on the board for less than 3 years. We believe our diversity stems from mindfulness and intentionality in the areas of equity and inclusion, in addition to natural attrition because most choose to serve on the BBX for only one or two terms.

All of this being said, the BBX is open to suggestions from the BDC. In order that we may have a productive relationship, I would like to suggest that you and I meet to discuss issues considered important by both of our boards. Perhaps a lunch or coffee a couple times a year would produce new ideas on how to address these important issues.

Please call me at your convenience so that we can schedule such a meeting. I look forward to hearing from you in the future.

Sincerely,

[Signature]

Caroline Wong, Chair
Oregon State Board of Bar Examiners

cc: Hon. Martha Walters, Chief Justice of the Oregon Supreme Court
Vanessa Nordyke, Oregon State Bar President
Helen Hierschbiel, Oregon State Bar Chief Executive Officer
September 27, 2018

Thomas J. Flaherty
Attorney at Law
3032 SE Rood Bridge Drive
Hillsboro, OR 97123

Re: Letter of August 6, 2018

Dear Mr. Flaherty:

It was a pleasure to talk with you this afternoon.

I appreciate you taking the time to share your perspectives about the bar’s publication of the two statements condemning white nationalism and the normalization of violence in the April edition of the bar Bulletin. It is important for the Oregon State Bar to hear perspectives such as yours.

I will share your letter with the Board of Governors at its next meeting on November 17, 2018. Please let me know if you would like the partial refund of bar fees I mentioned, or if you would like further explanation in writing of the steps the Board took in response to member concerns about the statements published in the April Bulletin.

Thank you again for your time and for your service to the United States and to the Oregon State Bar.

Sincerely yours,

Helen M. Hierschbiel
CEO, Oregon State Bar
Telephone: 503-431-6361
Email: hhierschbiel@osbar.org

cc: Oregon State Bar Board of Governors
Hon Martha Walters, Chief Justice, Oregon Supreme Court
THOMAS J. FLAHERTY
Attorney at Law
3032 SE Rood Bridge Drive
Hillsboro, Oregon 97123
(503) 245-2500; Fax: (503) 648-6695
flahertythomas@msn.com

August 6, 2018

Oregon State Board of Governors
Oregon State Bar
16037 SW Upper Boones Ferry Road
Tigard, Oregon 97224

Chief Justice
Oregon State Supreme Court
1163 State Street
Salem, Oregon 97301-2563

Re: April 2018 Issue of the Oregon State Bar Bulletin

Dear Chief Justice and Members of the Board of Governors,

I am a member, in good standing, of the Oregon State Bar and have been for 45 years. I have practiced law both as a member of several different law firms and as a sole practitioner. I have tried many cases in state and federal courts in Oregon, Washington, and California in military courts and before federal and state agencies. Besides being a member of the Oregon State Bar, I have been admitted to practice in the State of Missouri (1974), the U.S. District Court for the District of Oregon (1974), the U.S. Ninth Circuit Court of Appeals (1977), the U.S. Court of Military Appeals (1977), the U.S. Supreme Court (1994), the U.S. Court of Veterans Appeals (1996) and the U.S. Court of Appeals for the Federal Circuit (2000). I was appointed as a Pro Tempore Judge in the Circuit Court of the State of Oregon in 1994 to help the court in Washington County which was short of a judge and needed assistance. I served in the House of Delegates from 2008 to 2015. I have served in two different local Professional Responsibility Committees (Washington-Yamhill Counties and Clackamas-Benton Counties) and was chairman of the Washington-Yamhill Counties committee. I have been a member of and served on the Oregon State Bar Aviation Section Executive Committee for more than 20 years and have been chairman twice. I have also served as the chairman of the Military and Veterans law Section and have been a member since its inception.

I am also a Vietnam Veteran and a retired U.S. Marine. I spent 32 years in the U.S. Marine Corps – 1966 to 1997, including two years as a U.S. Marine PLC while in college, 3 years on active duty (1967 to 1970) and 27 years in the U.S. Marine Corps Reserve. I served in Vietnam as an infantry platoon commander (February 14, 1968 to March 7, 1969) in the First Marine Division – “G” Company, Second Battalion, Twenty-Seventh Marine Regiment. I fought in the 1968 Tet Offensive, the U.S. Marine Corps Tet Counter...
Offensive, the North Vietnamese Army's May Offensive, Operation Allen Brook, the Battle of the Cam Le and Cau Do Bridges and the 1969 Tet Offensives. I was wounded three times – mortar shrapnel in the back, grenade shrapnel and bullet wound to the head and RPG (Rocket Propelled Grenade) shrapnel wounds to my leg. I spent two months in the U.S. Naval Yokosuka, Japan recovering from my wounds. After recovering, I was discharged and returned to my battalion and finished my 13 months tour in Vietnam.

After Vietnam, I served as an infantry company commander with the Fifth Marine Division at Camp Pendleton until my three year active duty tour ended.

After I got off active duty in July 1970, I entered law school and I stayed in the USMC Reserves in which I served until my retirement in 1997 as a colonel.

I presently serve as a search and rescue pilot with the Metro Squadron, Oregon Wing of the Civil Air Patrol.

I was greatly disturbed by the statement by the Board of Bar Governors on page 42 of the April 2018 issue of the Oregon State Bar Bulletin and the statement on page 43 of the Oregon Specialty Bar Association. I have never read such a biased and racist anti-white statement as that made on page 43. How did that article get into the Bulletin? How did the Oregon State Bar Bulletin staff and the Board of Bar Governors approve and allow such an article into an official publication? In order to get published in the Oregon State Bar Bulletin the article on page 43 had to have been approved by the Oregon State Bar Bulletin Staff and Board of Governors. That means that the Oregon State Bar Bulletin staff and the Board of Governors agreed with the Oregon Specialty Bar Association’s clearly anti-white racist article. In my opinion the Oregon State Bar Board of Bar Governors was in clear violation of the proscriptions of Keller v. State Bar of California, 496 U.S. 1 (1990).

I voted for President Donald Trump in 2016 and I am a conservative Republican. I have voted Republican since 1968 when I was in Vietnam. Perhaps in the eyes of the Oregon State Bar Board of Governors and the Oregon Supreme Court, that makes me a “White Nationalist”.

What is a “White Nationalist”? How is this term defined? I am “white” - that is Caucasian. And I am a “nationalist” – that is I believe in God, the Constitution of the United States, the nation of the United States of America, the American flag and the United States Marine Corps. I am Roman Catholic and I always vote Republican. Does that make me a “White Nationalist”? If so, what is wrong with being such a “White Nationalist”?

What is the Oregon State Bar going to do to me because I am a conservative Republican, a retired U.S Marine Colonel, a wounded Vietnam Veteran, a CAP search and rescue pilot, I voted for President Trump, I vote Republican, I love America and the American flag, and I am “white”? Are you going to declare me a “White Nationalist” and a “deplorable” and attempt to disbar me?

It appears to me, based on the two letters on page 42 and 43, that the Oregon State Bar Board of Governors condemns racism and bigotry unless it is anti-white racism and is against “White” patriots who believe in the American flag, the United States of America, the U.S. Constitution, the Second Amendment, and those who voted for Republicans.
Why is the Oregon Supreme Court allowing the Oregon State Bar Board of Governors to get away with publication of such bigoted articles? Why hasn't the Supreme Court spoken out in condemnation of such obviously biased articles and the board's engagement in partisan politics?

In my opinion the Oregon State Bar Board of Governors has acted knowingly and disgracefully in violation of Keller in allowing these statements to be published on pages 42 and 43 of the Oregon State Bar Bulletin, the official publication of the Oregon State Bar. The Board and the Oregon Supreme Court owe the members of the bar an apology in writing and a promise not to engage in such obvious political partisanship again and a promise not to allow such an anti-white racist article to appear in the Oregon State Bar Bulletin again.

Very Truly Yours,

Thomas J. Flaherty
THOMAS J. FLAHERTY  
Attorney at Law  
3032 SE Rood Bridge Drive  
Hillsboro, Oregon 97123  
(503) 245-2500; Fax: (503) 648-6695  
flahertythomas@msn.com

October 20, 2018

Helen Hierschbiel  
CEO, Oregon State Bar  
16037 SW Upper Boones Ferry Road  
Tigard, Oregon 97228-1935

Re: Oregon State Bar Bulletin Articles, April 2018

Dear Ms. Hierschbiel,

Thank you for your letter of September 27, 2018. I now feel much better about the position of the OSB in regard to political articles in the Bar Bulletin and the neutral position of the OSB on political issues.

As a 45 year veteran and loyal and active member of the OSB, I do not expect to be called unfavorable names in the Bar Bulletin, because I am a conservative Republican and because I vote for Republican candidates and for conservative issues.

As a Vietnam Veteran and a 32 year veteran of the U.S. Marine Corps, I fought and shed a great deal of real blood for every American’s constitutional rights, especially the freedom of speech, the freedom of religion, the rights of due process and the right of innocence until proven guilty beyond a reasonable doubt. Of course I learned about these rights in grade school and high school but the Marine Corps really emphasized them strongly during my PLC training at Quantico and at the Basic School. In fact, when I became an officer in the Marine Corps in June 2, 1967, the Marine Corps expected every Marine officer to be able to prosecute and defend a non-BCD (Bad Conduct Discharge) special courts martial case and the Marine Corps trained every Marine Second Lieutenant going through The Basic School in the UCMJ (Uniform Code of Military Justice) and to act as trial and defense counsel.

The OSB can look to the Marine Corps as an example of race relations. In Vietnam my platoon consisted of Caucasian Americans, African Americans, Native Americans, Mexican Americans and even Canadians. Our Marines skin colors were white, brown and red. But we were all Americans and we were all “Green”, that is we were all Marines. We had to get along in the very heavy combat, we were in or we would die. There are no white Marines, no black Marines, no brown Marines nor red Marines. There are only “Green” Marines and the Marine Corps means and enforces race neutrality.

I stand ready as a 45 year Oregon State Bar member to help and assist the younger members of the OSB who might need help in practicing law.

Thank you for your response to my letter.

Very Truly Yours,

Thomas J. Flaherty
Hi Richard,

Good to hear from you.

Thank you so much for reaching out and sharing this. It made my day. And thank you for your years of support for the Lawyer Referral Service. The bar and the public are lucky to have such high quality lawyers like you on the LRS panel.

Best regards,

Helen Hierschbiel
Chief Executive Officer
503-431-6361
HHierschbiel@osbar.org

Oregon State Bar • 16037 SW Upper Boones Ferry Road • PO Box 231935 • Tigard, OR 97281-1935 • www.osbar.org

Please note: Your email communication may be subject to public disclosure. Written communications to or from the Oregon State Bar are public records that, with limited exceptions, must be made available to anyone upon request in accordance with Oregon’s public records laws.

Hello Helen, I have been meeting to write to you about something and just remembered.

You will recall that horrible case of the local woman who was killed by a cougar while hiking in the Mt Hood area. Her name was Diana Bober.

I received a call shortly after she was found and the cause of death determined by Alison Bober, her sister who came in from out of state. She apparently rec'd my name from the LRS service which some might find odd that after 37 years of practice, I still subscribe to.

She wanted probate type advice. I seem to recall that she told me she had been
speaking to other lawyers and getting inconsistent advice. My advice was that because her sister had no assets that she did not have control of, no need for any probate case. She was very appreciative of the time I spent with her.

A few weeks ago in the paper there was a letter to the editor from Alison Bober giving thanks to all the first responders, searchers, police, medical examiner, etc. who helped find her and who were kind to the family. She included "the Oregon State Bar". I am not writing this to toot my own horn. I have calls like this every day. I relate this to you because it did show the value of our LRS program. And at least one member of the public thought to give thanks for it.

Kindest regards.

Richard A. Weill (OSB 821396)
Attorney at Law
102 W. Historic Columbia River Hwy
Troutdale OR 97060-2033
(503) 492-8911 fax 492-8705
rawpc@aol.com