

## PERSONAL BRANDING FOR LAWYERS

by Cindy Miklos

If you are a lawyer looking to start your own practice, an associate at a large firm or searching for a new position, you should be concerned with your personal brand. Your personal brand is the professional image that influences how others perceive you and your reputation.

### Why create a personal brand?

Because a strong personal brand makes you more attractive to potential employers and clients. The benefit of developing and expanding your personal brand allows you to create an invaluable network of potential clients and law firms who may not otherwise know who you are or what you do.

Managing your online reputation is one of the most important decisions you can make about your personal brand. Lawyers have the ability to craft their own unique brand through the reach of the Internet, social media and networking sites, legal directories and



other advertising outlets. These outlets allow you to direct what you publish about yourself and how you market your firm. But it's what others have chosen to publish (comment) about you on some of those same outlets that can also shape your brand and your reputation. In short, the sum of your

personal brand is equal to your direct marketing efforts plus your online reputation. If you don't take control, you can end up on the negative side of that equation.

**How do you get started with "creating" a personal brand?** Creating a personal brand isn't something that happens overnight or with a couple of key strokes on your laptop. It must be cultivated and grown over time. The first step to success is taking control of your online reputation by "claiming" or creating 100% of your online profiles. Here are some simple tips to maximize control of your online profile:

1. All of your professional profiles

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Association Young Lawyers Division

## MESSAGE FROM THE CHAIR: STATE OF THE (YLD) UNION



*Laura Bunting*

Representing over 1,800 attorneys who have practiced law 10 years or less is a tremendous honor and I hope to represent the Young Lawyers Division to the best of my ability over the next 12 months. I'm stepping into a position held by many leaders of the legal, civic, and political community, most recently Michaelene Weimer, who led the division with passion, imagination, and positivity. Thank you for being a steadfast resource to me and other YLD leadership!

I am originally from Ithaca, New York and have called Pittsburgh home since attending the University of Pittsburgh. I studied law at the University of Pittsburgh School of Law and the University of Westminster in London, England. After clerking for the Honorable Arthur J. Schwab, United States District Judge, I have been practicing labor and employment law with Samuel J. Cordes and Associates. The Bar Leadership Initiative introduced me to the YLD, and I have been lucky enough to chair the Members Services Committee and sit on Council. Like

many others who have taken the leap to attend their first YLD meeting or event, my time within the YLD has allowed me to expand my professional contacts, develop skills, and deepen my substantive knowledge. I invite each of you to get involved this year!

The YLD successfully had its First Annual Esquire Open, a tennis tournament and event. Like all events this year, the Esquire Open was designed to appeal to as many members and guests as possible. Players of all levels participated in the mixed doubles tournament, while those more interested in learning the game or developing their technique took mini lessons from pros and burned off some energy in a cardio tennis class. ACBA YLD and non-YLD members and their guests were invited; children as well. A big thank you to the dedicated and creative Esquire Open Committee and the generous sponsors!

The Education Committee, chaired by Nicholas Bell and McKean Evans is planning another great year of quality informative programs, aimed at young lawyers, and those reaching the end of their ten years of practice. Amanda Thomas and Nicole Daller will co-chair the Member Services Committee through the stalwart programs of the Holiday Party and Judicial event, plus they have a few new things up their sleeves! Julia Wu and Michael Imbornone will co-chair the Diversity Committee, and ensure that the YLD reflects the diversity of its members and our community. Lacey Ecker and Julie Brennan will continue their fantastic work with the Public Service Committee as its chairs. Lauren Melfa Catanzarite

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# BAR LEADERSHIP INITIATIVE

by Joseph R. Williams, YLD Past-Chair

The Bar Leadership Initiative (“BLI”) is a program aimed at integrating newly-admitted lawyers into the Allegheny County Bar Association and the Young Lawyers Division. As the Past Chair of the Division, I had the privilege of chairing the 2015-2016 BLI Class.

BLI commences with an application process every spring. The YLD forms an ad-hoc selection committee to review applications, reference letters and personal statements submitted on behalf of candidates. Approximately fifteen young lawyers are selected to participate in BLI, which spans the bar year from July 1 to June 30.

This year, BLI has featured thirteen excellent class members who were selected from an extraordinary pool of applicants. The 2015-2016 BLI Class consists of Nicole Daller, Jeff Greene, Michael Imbornone, Andria Krupa, Sara Linkosky, Elena Nola, Shayna Petrella, Andrew Rothey, Max Slater, Robert Stasa, Abagale Steidl, Amanda Thomas and Erica Wilson. Each of these individuals has proven to not only be a reliable BLI participant, but a future leader in our legal community. I am certain that these are names that you will see for years to come.

The BLI curriculum is three-fold. First, participants have mandatory obligations throughout the bar year, which include the BLI orientation, the YLD Annual Meeting, one YLD Council meeting of the participant’s choosing and active participation in the Children in Shelters Holiday Party. Secondly, the BLI classmates must accumulate twenty points by attending committee meetings, bar association

*Members of the 2015-2016 BLI Class*



events, public service opportunities and the like. Finally, the class as a whole must implement a project.

“BLI has provided me with opportunities that I would not have otherwise been exposed to and has allowed me to interact with great people who I wouldn’t have otherwise met – whether because they practice outside of the city, are at different firms, or specialize in different areas of the law,” said Elena Nola, a member of this year’s class. Nola further indicated “BLI has been integral to my development as a young lawyer who hopes to continue to be actively involved in the ACBA.”

The 2015-2016 BLI class sought to promote literacy; in turn, its class project “Lawyers for Literacy” was born. The class teamed up with Reading is FUNDamental Pittsburgh to collect books and monetary contributions for RIF, a non-profit organization.

“This endeavor was especially important to the BLI class, as we all developed a penchant for reading – which likely explains our shared career

choice – at an early age,” explained Amanda Thomas, a BLI member.

“The goal of the project was twofold: to raise funds for the purchase of new books and to collect books to give to students to build their home libraries.”

Lawyers for Literacy kicked off on January 14, 2016 with “Books for Beer,” a happy-hour event which allowed ACBA members to donate books or cash in exchange for a complimentary cold-one. Nearly 100 people attended the event. Immediately thereafter, a six-week book drive took place in various law firms, courthouses and other landmarks in the city. When all was done, the BLI class donated hundreds of books to Reading is FUNDamental and a check for \$1,000.

BLI is a great way for YLD members to get more acclimated with the Bar Association and build connections with the community. The five YLD committees are advertised in the weekly YLD Sidebar e-blast and open to all members of the Division. Come and see what you can do for the YLD and, more importantly, what the YLD can do for you! ■

# PERSONAL BRANDING FOR LAWYERS

*Continued from front cover*

should be updated with the latest information about you. Update all of your profiles regularly, no matter how small the update. For example, add your latest speaking engagement, award or recognition.

2. All of your profiles should have a compelling biography. Don't just talk about what you do now. Talk about the practice you want to have in the future. Be a storyteller. If you have an interesting reason as to why you became a lawyer or why you chose a specific practice area, tell the reader why. Think about a client or case that may have changed the way you practice law.

3. Provide a recent professional portrait. Your online photo should not have been taken with an iPhone, should not be from your wedding, and should not be more than 3 years old. Use the same photo on every profile.

The three tips outlined above should be applied to your law firm's website as well.

There are seemingly countless directories, social media platforms and award sites to choose from and keeping up with them can be confusing and exhausting. The key to building your personal brand is being everywhere anyone could possibly find you. There are only so many hours in a day, so I listed below what I believe are the 7 most effective online media outlets for building a strong and credible personal brand:

## 1. LinkedIn

LinkedIn can serve as an on-line resume while at the same time building your social network. These two factors together will help build and expand your brand. A unique part of LinkedIn is the ability to create a compelling

headline on your profile that will help index your profile for optimized searching.

LinkedIn is the perfect platform to build a network of professionals who can help you. Although the content of LinkedIn should be all business, that does not mean your connections should be. It doesn't hurt to connect with everyone you know, regardless of industry. You never know which one of your connections may be the key to your next job or next big case.

Also, don't be afraid to ask for recommendations or endorsements. Recommendations from clients, friends, cross-industry professionals and co-workers are among the most viewed parts of your profile.

Don't forget to reciprocate with recommendations and endorsements. The more you give, the more you get!

## 2. AVVO

AVVO (short for avvocato) is an on-line directory that you will automatically appear on, whether you want to or not, if you have a bar number in Pennsylvania. AVVO will assign you a rating anywhere from a 2.0 to a 10 based on the amount of information that you include on your profile, including client reviews and attorney endorsements.

AVVO is an important and valuable tool for a lawyer's personal brand. Leverage this directory by completing as much of your profile as possible. Make sure to include years for everything from association memberships to awards. Awards are each listed separately, so if you have been awarded something for three consecutive years, list it three separate times.

Collect as many client reviews as

possible. AVVO reviews can be anonymous, so they are easier to collect than other platforms that require a name. Anytime you have a satisfied client, make it a habit to ask them for a review. Also, endorse as many other lawyers on AVVO as possible and request endorsements in return. You should repeat these actions every few months.

## 3. Facebook

As one of the most powerful of social media platforms in the world, Facebook is among the best personal brand-building tools you can use. Most law firms have a "business" page, but every attorney should have a personal page as well.

If you practice any type of law that is consumer based and you accept referrals, you should build the largest network of people possible. Facebook gives you an excellent way to reach hundreds, even thousands of people, just by creating a post. People love to give legal advice on Facebook and seek legal advice even more so on this social media giant. Reminding people what you do for a living every so often will only help reinforce you and your brand as the best resource for legal advice.

It does not hurt to occasionally share articles you may have written, your firm's Facebook posts or other legal posts. Follow the eighty/twenty rule: eighty percent personal or non-legal, twenty percent legal.

## 4. Twitter

Twitter can be an excellent way to quickly find news and related information to your practice area. You should tweet any articles you have

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written and can write short tweets about your other on-line profiles to gain traffic and exposure across several platforms. By retweeting relevant information you can build your personal brand by supplying information about the topics you choose. Twitter is also a great way to meet the masses and connect with many different law firms and organizations.

### 5. Super Lawyers

Super Lawyers is one of the most recognizable brands in legal awards and recognition. Every lawyer who is an active bar member is eligible to nominate their peers. If you do not already have an account, I highly recommend that you go to [my.superlawyers.com](http://my.superlawyers.com) and request access to the site. Complete your profile with as much information as possible, even though your profile will not appear live until you are recognized as one of the top lawyers in your state.

After you register as a user, you are able to vote for up to 21 lawyers. You may vote for seven lawyers outside your firm, up to seven lawyers at your firm and up to seven "Rising Stars." Rising Stars are defined as lawyers who are either under forty or who have been practicing law less than ten years. The

window to nominate in Pennsylvania usually runs from May to late fall.

After peer nominations, independent research and peer evaluations, the top 5% of attorneys per state are selected and listed by Super Lawyers. The top 2.5% of nominated Rising Stars will also be listed.

### 6. LeadCounsel.org

Although it is not as well-known as other award sites, *LeadCounsel.org* is not limited to a small percentage of lawyers like some of the other awards. There is no limit to the amount of attorneys who may qualify for this designation. In order to earn the Lead Counsel Verification, an attorney must demonstrate significant legal experience and receive three peer recommendations advocating his or her ability.

Lead Counsel provides a nice profile with photo for free and, like the others listed above, I highly recommend that you fill out every bit of information possible.

### 7. Google+

A Google+ personal profile is a great tool to create a profile that will become highly indexed and linked to all of your other profiles. If you have a current Gmail account with Google there is a good chance that you already have a Google+ profile. If you use your

Google+ profile for anything other than business, I highly recommend that you create an account that is strictly business. Do not leave negative reviews for anyone with your business account because you do not want them to leave a negative review in return.

As the Internet has evolved, the focus of reputation management has shifted toward online and electronic media. It is therefore crucial that attorneys shift their focus as well and begin developing and maintaining their personal brand by taking advantage of social media tools and online resources at their disposal. The keys to making your personal brand a success include diligence, patience and basic understanding of the best online tools and how to maximize them. ■



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## WE WANT TO HEAR FROM YOU!

Interested in writing an article for the next issue of *Point of Law*?

Please submit article ideas, questions, or comments to YLD Communications Committee Co-Chairs Lauren Melfa Catanzarite and Robert Stasa at [YLDCommunications@gmail.com](mailto:YLDCommunications@gmail.com).

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# CONTINGENT FEE AGREEMENT CHECKUP: GET PAID, BUT DON'T OVERREACH

by Erica G. Wilson

The Pennsylvania Rules of Professional Conduct are pretty sparse when it comes to the requirements of an attorney's fee agreement. The skeleton for a fee agreement is laid out in Rule 1.5, which provides that for any engagement, an attorney (a) cannot charge an illegal or clearly excessive fee, and (b) must provide new clients with a written explanation of the basis of the fee before or within a reasonable time after beginning work on the case.

Rule 1.5(c) adds some additional standards specifically pertaining to contingent fee agreements. This Rule is the response to the utter failure of its predecessor, Pa.R.C.P. 202, to rein in abusive contingent fee practice: "Pa. R.C.P. 202 provides that contingent fee agreements 'shall be in writing...shall be subject to inspection by the Court,' etc. These requirements are procedural only...." *Silverstein v. Hornick*, 376 Pa. 536, 541 (Pa. 1954) (upholding a verbal contingent fee agreement).

So, what does Rule 1.5(c) add? Not much, actually. Contingent fee agreements must be in writing for all clients, not just ones who have not been regularly represented by the attorney. Additionally, the agreement must explain how the fee will be calculated in the event of settlement, trial, or appeal; which litigation and other expenses will be deducted from the recovery; and whether that deduction happens before or after the calculation of the fee (that is, whether the fee is net of expenses or on the gross recovery).

In sum, don't ask for too much, get it in writing, and explain the math. (Additionally, although not an ethical



requirement, it's a very good idea to add "make your client sign the agreement" to this checklist.) Easy, right?

Problems can occur when a lawyer's desire to prepare for all possible outcomes kicks in, but the lawyer forgets the phrase "pigs get fat, hogs get slaughtered."

While I have not represented a client on a contingent fee basis myself, I have seen some suspect contingent fee agreements for other attorneys during my time in practice. A summary of one of the more troublesome agreements stated, "If I win, I get 30%. If I lose, I get my hourly rate." A vision of Inigo Montoya flashed through my head, I muttered "I do not think 'contingent' means what you think it means," and I filed it away in the "not my client, not my problem" cabinet.

Recently a Superior Court Opinion reminded me of this troublesome contingency agreement. This

January, the court reviewed a breach of contract case involving a termination clause in a contingent fee agreement in *Angino & Rovner v. Jeffrey R. Lessin & Assocs.*, 2016 PA Super 2, 131 A.3d 502 (Pa. Super. 2016), *appeal granted*, 138 A.3d 610 (Pa. 2016).

The law firm in *Angino*, A & R, used a contingent fee agreement that provided:

If for any reason I (we) take my (our) case to another attorney or law firm including a former A & R attorney or handle it myself (ourselves)...when the case is successfully concluded, I (we) agree to pay or direct my (our) new attorney to pay as a fee 20% of the gross recovery to A & R.

131 A.3d at 505.

Or, put hoggishly, "If you fire me, even if I've only spent an hour of my time, I get 20% from you anyway."

The attorney argued that the provision was necessary to protect the firm from having to file a *quantum meruit* action to recover its fees, as required by Pennsylvania common law. 131 A.3d at 509. The court responded that their contention "is precisely why the contract provision is unenforceable," explaining that "attorneys are not free to impose any terms they wish on their clients," and cannot penalize their clients for firing them. 131 A.3d at 509-10. Confirming that *quantum meruit* is the only remedy for a terminated attorney to recover unpaid fees, the court held that the termination clause was unenforceable as

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# YLD ANNUAL MEETING



## CONTINGENT FEE AGREEMENT CHECKUP

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unconscionable and as a violation of the attorney's fiduciary relationship with his client. *Id.*

The Pennsylvania Supreme Court recently granted appeal of the Superior Court ruling, so whether this holding stands is up to the Pennsylvania Supreme Court. In the meantime, check your contingent fee agreement's termination clause and make sure it's not going to embarrass you if it ends up before a judge.

Even if your contingent fee agreement is bulletproof, you still may want to file the *Angino* case in your "might be my problem someday" cabinet. Despite some mid-century case law to

the contrary, every contemporary opinion that I have read regarding *quantum meruit* claims for attorney's fees states that such awards are calculated on an hourly basis. *Angino* is the only recent appellate opinion I know of that recognizes, albeit in dicta, that "[d]epending on the nature of the case, merely multiplying the hourly rate by the number of hours worked may be too narrow of an approach," going on to suggest that the attorney may have been entitled to a larger fee in a *quantum meruit* action. 131 A.3d at 511.

If you do find yourself in a fee dispute with a current or former client, the ACBA Special Fee Determination

Committee offers binding arbitration for disputes between \$1000 and \$25,000 (and the comments to Rule 1.5 suggest that you use it). If your dispute significantly exceeds that \$25,000 threshold, I hope for your sake you weren't being a hog. ■



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# CARDOZO'S CORNER

by Justice Benjamin N. Cardozo, Supreme Court of the United States

Dear Justice Cardozo:

I was hoping you could resolve a dispute my husband and I were having. When we hosted a dinner party last week, my husband insisted that the salad fork be placed to the right of the dinner fork. I retorted that the salad fork instead belongs on the left. Which one of us is correct?

Sincerely,  
Etiquette-Conscious in Etna

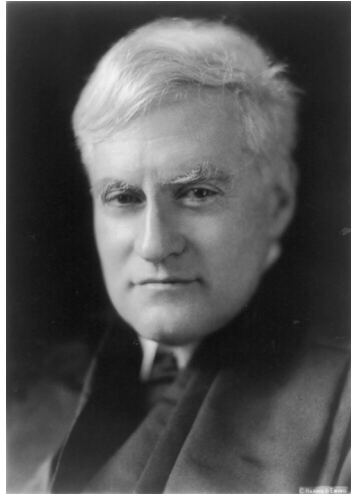
Dear Etiquette-Conscious:

The risk to be perceived defines the duty to be obeyed. Your question begets a cornucopia of inquiries, multiplying like the proverbial rabbits from which the idiom derives. To-wit: Is the salad to which you allude the inaugural nourishment of the feast? If so, then the salad fork shall henceforth be placed on the port side, gleaming like the trident of mighty Poseidon. If, however, the salad follows *ex post facto* the primary repast, then the salad fork shall be ensconced in the starboard shadow of its culinary counterpart.

\*\*\*\*\*

Dear Justice Cardozo:

I love my boyfriend deeply, but my girlfriends think he's an obnoxious pig. Recently, they've given me an ultimatum: Him or them. Who should I choose: the man I love or my friends?



Sincerely,  
Conflicted in  
Canonsburg

Dear Conflicted:

The prophet and the martyr do not see the hooting throng. Their eyes are fixed on the eternities. Likewise, you and your paramour should flee the hooting throngs, and elope, far from the madding crowd. Life is too short to endure the scornful judgment of others. For we are but fleeting flecks of flesh, stamped in the merciless march of geologic time.

\*\*\*\*\*

Dear Justice Cardozo:

I have a huge crush on a girl in my class, but she doesn't even notice me. How can I get her attention?

Sincerely,  
Blue in Blue Bell

Dear Blue:

Like justice, a woman is not to be taken by storm. She is to be wooed by slow advances. Take heart, then, in your efforts as an end in themselves, rather than means to a romantic end. Our course of advance is neither a straight line nor a curve. It is a series of dots and dashes. Hard work will place you where good luck can find you. Tally-ho. ■

*Cardozo's Corner is satirical in nature and is intended for entertainment purposes only.*

*Photo attribution: By Harris & Ewing, Inc. [Public domain], via Wikimedia Commons*

## MESSAGE FROM THE CHAIR

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and Robert Stasa and the Communication Committee will make sure all of us are informed about all of these events in fun and creative ways.

YLD leadership this year will approach all of their planning with the goal of thinking outside the box. We'll try some new programs, and attempt to improve the programs our members have enjoyed year to year. In that vein, Brandon McCullough and Benjamin Gobel will be co-chairing the new Membership Outreach committee, which will work to strengthen the YLD's contacts with our local law schools with Max Slater, Pitt Law liaison, and Shayna Petrella, liaison to Duquesne Law. The Committee will also work to partner with other young professional groups.

As you can see, we hope to have a busy and productive YLD year; now's the best time to get involved! Please consider joining a committee, attending an event you have never been to, or trying one of our new programs. We hope that you will get as much out of your involvement in the YLD as you put in. Please feel free to email me with any questions, [lbunting@cordeslawfirm.com](mailto:lbunting@cordeslawfirm.com). I look forward to seeing you soon! ■

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[www.acba.org/yldnewsletters](http://www.acba.org/yldnewsletters)

*by Matt Samberg*



# ABA PRESIDENT VISIT - SARAH HEINZ HOUSE



## A FIT AND PROPER DISCUSSION OF LEGAL DOUBLETS

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One of the most contentious doublets is “hold harmless and indemnify” – another English/French redundancy. In researching this essay, I discovered that this simple phrase is at the heart of a contentious debate among legal linguists.

I always understood the phrase to mean two different things: P settles with D, agreeing to “hold harmless and indemnify” D from future claims. Later, third-party T shows up, claiming he is that assignee of P’s original claim. If T sues D and wins, P has to make D whole (indemnification). If T sues P, P agrees not to point his finger at D (holding harmless).<sup>5</sup> But, the more common view is that the phrases are actually synonymous. As Bryan Garner has put it: “There has been a welter of needless litigation over the doublet, as litigants have wasted countless dollars fighting over imaginary differences between the words – differences that have no historical justification.”<sup>6</sup>

Even more confusing are the doublets that come from the *same language*. “Terms” and “conditions” both come from Latin roots, but try to explain the difference between them. If a contract is “null” and “void,” does it lose both its “force” and also its “effect”? (All four come from Latin.) Is there a difference between “having” and “holding” a piece of property? (Both are Germanic.) Is there something important lost if you only use one word or the other?

So, what is the lesson here?

Lawyers’ relationship with language has always struck me as a little odd. On one hand, we obsess about precision of language. On occasion, huge and important outcomes can turn on the precise interpretation of an ambiguous phrase. But on the other hand, we seem more than willing to use archaic, imprecise, and undefined terms in our writing – whether out of fear of doing something wrong or out of simple

fidelity to tradition.

If there’s anything to be learned from legal doublets, it’s that lawyers should *think* about what they are writing. Barging ahead and changing legalese without proper consideration is a recipe for committing malpractice. But, by the same token, using 11th century phraseology in the 21st century is a recipe for creating future litigation. For the sake of our clients and our profession, it’s time to put a little more thought into our writing. ■

<sup>1</sup> David Crystal, *The Story of English in 100 Words*.

<sup>2</sup> Black’s Law Dictionary, after all, defines “abet” as “to aid.”

<sup>3</sup> <http://abovethelaw.com/2014/01/the-fallacy-of-chestertons-fence/>

<sup>4</sup> See *State v. Fernandes*, 783 A.2d 913 (R.I. 2001).

<sup>5</sup> See, e.g., *Queen Villas v. TCB*, 149 Cal. App.4th 1 (2007)

<sup>6</sup> See [http://www.greenbag.org/v15n1/v15n1\\_articles\\_garner.pdf](http://www.greenbag.org/v15n1/v15n1_articles_garner.pdf)

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## MAKING A MURDERER ROUNDTABLE



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## LUNCH WITH THE FEDERAL JUDGES





## ESQUIRES AND ESPRESSOS



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## MIND YOUR MANNERS





# FIRST ANNUAL ESQUIRE OPEN

