ARE YOU A DIFFICULT CLIENT?

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Many vendors simply refuse to do business with law firms. Some estimate as many as 25% refuse to do so. Other vendors charge premium rates to law firms, claiming that they are more difficult to deal with, let alone on a profitable basis. Are law firms and lawyers really more difficult as consumers? Speaking on a general basis, and as one who has spent almost as many years in a variety of corporate environments as the legal environment, the simple answer is YES.

What makes so many lawyers such difficult clients? Are you one? If you feel you've gotten poor response or attitude from a number of your critical vendors, or have been frequently overcharged for services and/or supplies, chances are you're viewed as a difficult client. Here are some of the reasons you are viewed that way, and how to change it.

LACK OF PLANNING

Lawyers rarely have or take the time to properly plan things out. They rely on the evolutionary process used to turn out documents — do a draft, then revise repeatedly until done — to accomplish other tasks. Unfortunately, many lawyers do not feel that the vendor has any right to charge for the resulting changes to plans and/or specifications. They usually consider that a "cost of doing business". Unfortunately, the vendor does not. When the job involves software, the endless cycle of rewrites and revisions costs the vendor any margin of profitability, and usually strains the relationship with the lawyer to the breaking point.

The lawyer does not understand that this is not how the relationship operates elsewhere in the "real world". Normally, clients have thought out their needs more thoroughly, and expect to pay for unanticipated changes and course corrections.

The solution is simple. If you cannot adequately plan, be realistic in your expectations. Expect to pay for changes and revisions which crop up as a result of the "evolutionary" nature of your project. Negotiate a reasonable cost in advance, which is mutually acceptable to you and the vendor.

THE BLAME GAME

I remember clearly how one firm thought it was the vendors "fault" that they did not buy an optional piece of equipment which was quite costly. They had turned it down, thinking it an unnecessary upgrade. When they discovered they were unhappy with the equipment performance without it, they actually expected it free from the vendor, because the vendor failed to "convince" them they needed it. Of course, the correct response would have been to purchase the additional equipment and try to negotiate a reduced rate for installation.

The solution is simple. It is incumbent upon you to ask questions — lots of them — and then make an informed decision. Be sure to get the answers in writing, or reduce them to writing. If your decision turns out to be flawed, you must take responsibility. Unless the information you received was inaccurate, don't expect the vendor to pay for your poor decision, or for the questions you failed to ask.

EGO ISSUES

Egos are usually a bit stronger and larger in law firms than elsewhere. This manifests itself in many ways. Partners on the same committee may each seek to prove their place in the pecking order by exacting the most concessions from the hapless vendor caught in the middle. I call this double-teaming. In their effort to out-do each other's negotiating, they trample the vendor and wipe out any profit margin which might ensure an on-going healthy relationship.

Ego can also get in the way of making good technology decisions. Accustomed to having the answers, lawyers with a shaky grasp of technology often attempt to bluff knowledge, intimidate the vendor, and pay attention to what they know (like contract negotiation) and gloss over what they don't (like network specifications).

Lawyers may also make decisions on deployment of technology based on ego. That's when you see partners getting the super-duper computers with large monitors, and staff getting the worn-out hand-me-downs with monitors so small they can barely edit more than a few sentences at a time on the screen. Of course, the lawyer will blame the vendor for the dip in productivity and employee morale.

Keep in mind that your relationship with your vendor is and should be an on-going one. That is in the best interest of the firm. Therefore, although you want to negotiate a great deal, you should stop short of "killing" the vendor. If they can't make a reasonable profit, the only place they can recover is in shortchanging follow-up service your firm will need. And when you allocate equipment and plan for

technology upgrades, focus on productivity and service to the client, and deploying resources to achieve those aims. Keeping those goals firmly in mind will help you avoid the ego minefields which derail the best plans.

I DON'T HAVE TIME FOR CLASS

If only I had a dime for every time I've heard that. Lawyers rarely want to or take the time to get adequate training. And they usually don't want to spend the money or allow the staff the time to get trained either. Sometimes the unwillingness to train is caused by overconfidence that training will not be necessary. Just as often it's caused by a fear of appearing ignorant to ones peers. In either case, time pressures exacerbate the underlying cause. Unfortunately, in either instance the vendor must bear the brunt of problems created by users who are not properly trained to use the specified hardware and/or software. Vendors also hear about it when lawyers and staff are unhappy with software they don't fully utilize.

I am often contacted on the Pennsylvania Bar Association Hot Line by people unhappy with "proven" software. They tell me they have complained endlessly to the vendor and gotten nowhere. They want me to recommend other software, because they can't do what they want with the software they have. "It won't do xxx", I hear. I know it will. I ask, "How much training did you receive when you got the software?" Usually the answer is little or none. I contact their vendor. They are relieved to hear from me. "It's a training issue" they say, "but they won't listen to us." I resolve the issue by convincing the firm to pay for and get proper training. Once I "do the math" and show them that conversion will be a lot more costly than properly learning to use what they have, they are convinced.

Today's software is powerful and versatile. It is also a lot more complex. Just because it has these nice GUI (pronounced "gooey", which stands for Graphical User Interface) icons to click on, it doesn't mean you can teach yourself how to use it properly, unless you're exceptional where technology is concerned. And even if **you** are, what about your staff?

You can and should expect to pay as much for or MORE for training as for the software itself. For a network implementation project, as much as 35% of the overall budget should be allocated for training. That also means that lawyers and staff must schedule the time to get trained, retrained, and advanced trained, until use of the software is second nature.

DO AS I SAY, NOT AS I DO

Lawyers constantly counsel clients to "get it in writing". Yet they rarely do so for themselves. Too many relationships with vendors go sour because of accusations about what was said and/or promised which was not reduced to writing. Lawyers are very quick to threaten vendors with lawsuits over these misunderstandings. No wonder many vendors who have had this experience refuse to deal further with law firms.

Again, the solution is very simple. The law firm representative should take copious notes during every meeting with the vendor. Record carefully all representations made, statements of fact, promises, who agrees to do what and be responsible for what. Within 24 hours of the meeting type up the notes and deliver them to all who attended the meeting. Let the vendor(s) know that the notes are subject to correction within 48 hours, after which everything in there will be relied upon as fact. This simple exercise is well worth the effort. It will totally eliminate finger pointing. It will quickly pinpoint miscommunications and misunderstandings, so that your purchase/project goes more smoothly. Both results are in the best interest of the firm.

Changing from a "difficult" client to a "reasonable" one is not too difficult. Nor does it mean you have to be a "sucker" or overpay for services, equipment and supplies. It simply means that you will plan more carefully, realistically expect to pay for course corrections when your planning has proven inadequate, keep your goals in mind and egos in check, budget for and get adequate training, take responsibility for your oversights and errors, and take detailed notes to document all meetings and conversations. My experience is that you can be a tough consumer and still be a reasonable one. Vendors don't mind tough, they mind bullies. In fact, they respect tough consumers. Being tough but reasonable will earn your firm the pricing and support you want, need and deserve.

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