

STOPTHELAWSUITS.NET

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STOP THE LAWSUITS (“STL”) is a referral service that helps the business owner avoid **LEGAL CONFLICT** by referring attorneys who offer services uniquely designed to minimize – if not altogether eliminate – those conflicts that can and do evolve into **COSTLY LITIGATION**. And by “costly,” we mean that, in today’s world, the costs of civil litigation have skyrocketed out of control, to the point that, in far too many cases, civil litigation is simply not affordable, giving those with superior economic means a disproportionately **UNFAIR ADVANTAGE** in the dispute resolution process. A membership in STL levels the playing field.

At the outset, please be advised that STL is NOT an insurance company. It does NOT insure members against claims of any kind. What it does is refer you to local attorneys in your area who provide certain services that help the business owner AVOID claims that can evolve into lawsuits. **STL does not negotiate, settle, or pay claims.**

The price for membership is a ridiculously low **\$9.95 PER WEEK**. We believe that this fee is very affordable. So what is it? Membership includes the following:

- 1) CIVIL LITIGATION DEFENSE @ DISCOUNTED RATES**
- 2) NOTIFICATION OF POSSIBLE BREACH RE: CONTRACTS**
- 3) FREE ATTORNEY LETTERS, AND**
- 4) FREE CONSULTATION / REVIEW RE: BUSINESS FORMATION**

I. DEFENSIVE CIVIL LITIGATION @ DISCOUNTED RATES

If you have been sued, you may have no choice but to hire an attorney or law firm to represent you, if you are, for example, a legal entity like a corporation or limited liability company. The costs of hiring an attorney to represent you can easily run in the \$25,000 to \$50,000 range. Unfortunately, initial retainers charged by many attorneys (typically \$2,500 to \$5,000) burn faster than a dry X'mas tree on fire. And getting a commitment on the total costs of defending can be a nightmare – its much easier to get a small retainer, knowing that it will soon be used up, making room for subsequent billing statements that make anyone wonder who can afford litigation at all.

The attorneys referred by STL are not only experienced civil litigators, but they are willing to take cases on a **FLAT FEE BASIS** (at least to a point where most cases are resolved). While the specifics of the flat fee need to be addressed on a case by case basis, we are confident that no attorney or law firm will do what our attorneys will do - not even close. Why? Because our attorneys are willing to provide civil defense representation under terms that **motivate resolution** on a “sooner than later” basis – as opposed to the “standard hourly rate” basis that motivates (and arguably rewards) protraction rather than early resolution of a litigation matter.

Bottom line: if you get sued (or have been sued), you will come to know, if you don't already know, that ultimate cost of defending virtually any lawsuit has become astronomic and virtually unaffordable. Initial retainers expire faster than an eye-blink, and many attorneys are reluctant to give an estimation of the total costs involved.

The attorneys that STL refers provide an experienced defense for less than any fee arrangement offered. In fact, they will endeavor to beat any bona fide fee arrangement you can find. And in the unlikely event you find a better deal, both in price and quality of representation . . . you might consider taking it.

If you get sued (or have been sued and the case is pending), the STL attorneys will gladly review your case and give you a first (or additional) opinion on their costs and if a flat fee rate is a possibility - at no charge.

II. NOTIFICATION OF POSSIBLE BREACH RE: CONTRACTS

Very likely, the most important feature of our membership is the right to require that parties to your contractual relationships notify you of events that might be considered **BREACHES** of those relationships. The purpose of this requirement is to ensure that you be notified of **potential issues** so they can be identified and defined. The importance of being notified is to give you the opportunity to address and hopefully resolve these issues.

Benjamin Franklin, perhaps America's wisest citizen, said:

AN OUNCE OF PREVENTION IS WORTH A POUND OF CURE.

We should all take pause and reflect on how crucial this idiom is today, much more than at anytime before. The following anecdote should bring this point home:

A business owner had a successful business with a sales force of roughly 25. One day, he was sued by a former salesperson on the grounds that the owner had breached his promise to give the plaintiff a better sales area. The owner never made such a promise, which plaintiff alleged was an "oral" agreement. Concluding that that the lawsuit was a "shakedown" by the plaintiff and his law firm, and because defendant's business was an LLC, the owner was forced to retain council. Fortunately, the owner was successful in having the lawsuit dismissed. Further, the Court awarded the owner a judgment for his attorney's fees, which were approximately \$10,000. Unfortunately, the plaintiff proved to be uncollectible.

Had the business owner utilized the Clause in his sales agreement, it is very likely that the lawsuit would never have been brought as even an attorney or law firm willing to engage in "shakedown" tactics would not touch the matter as being an obvious waste of time.

HISTORICAL BACKGROUND: few would disagree that the typical civil lawsuit contains at least one dispute between the parties that cannot be quickly resolved with the evidence that exists, leaving it to the court (or jury) to determine what are commonly referred to as "he said / she said" disputes. Adjudicating such issues requires time consuming tasks like discovery, taking depositions, filing motions about discovery, filing motions in an effort to avoid a trial, and much more. And at \$275 - \$500 per hour of attorney time – this can take what might appear at first blush to be a simple legal dispute and turn it into \$25,000 of fees, and often much, much more.

Benjamin Franklin wisely stated:

An ounce of prevention is worth a pound of cure.

STL, through years of experience in lawsuits and legal disputes, concluded that one of the biggest contributors to the evolution of commercial disputes is the lack of responsibility that parties to a contract should have to notify the other parties of events that, if left unaddressed, can easily fester into legal disputes and, eventually, lawsuits. In April, 2022, the United States Patent and Trade Office issued a copyright to a contract provision that STL now owns. According to this contract provision, any party bound by its terms is legally required to

III. FREE ATTORNEY LETTERS

Picture going to your mailbox and retrieving your mail. Then imagine going through each letter, sorting the “junk mail” from the rest. All of a sudden, you come across a letter from “Smith, Jones, & Your Next, Attorneys of Law.” Imagine how you feel as you open the letter to find that it is not a computer-generated “dunning” letter but an original, custom-made letter from an attorney to you. On an “attention-grabbing scale” of one to ten (1-10), what number do you give it?

Imagine having the ability to send out a letter from your attorney **FREE OF CHARGE** and **EVERY WEEK**.

We believe that most business owners can find at least one reason to send out such a letter every week, to help with their business. Even in regard to your business’ receivables department, it certainly cannot hurt to send out either a demand – or a friendly reminder – from your attorney that payment is overdue (or expected soon). In fact, attorney letters that are actually friendly can generate a great deal of goodwill, instead of only being sent when the relationship goes sour.

Undoubtedly, attorney letters would be used far more than they are if they were not **COSTLY**. But spending \$250 or more is just not that easy to do for many business owners. As a member, you get a weekly attorney letter **FREE OF CHARGE**.

Is that service worth \$9.95 per week? We believe that this service alone pays for itself many times over.

IV. FREE CONSULTATION / REVIEW RE: BUSINESS FORMATION

Often, businesses are formed without taking the ideal amount of time to thoroughly explore all of the ins and outs of business formation. For those who are lucky enough to realize traction out of the gate, it can be easy to focus on the generation of revenue and the striking **WHILE THE IRON IS HOT**. As a member, STL's referred attorneys will provide you a FREE OVERVIEW of your business formation to determine if all of the "I's have been dotted and T's crossed."

A few examples of what such a review might disclose involves the formation of a limited liability company, or LLC. In many cases, an LLC that is owned 100% by its founder does not put together an operating agreement. After all, if the founder is also the sole owner, why go to the effort or expense in putting together an operating agreement? Further, does the founder and sole owner take measures to ensure that all funds are treated to avoid claims of misappropriation? These are just two of many questions that an overview of the business will answer.

Frequently, when a business, like an LLC or corporation, is sued, the plaintiff realizes that his claim is against the business and not the owner(s), and that if the claim is sizeable enough, it may cause the business to take action to protect the owner, such as by the filing of bankruptcy. Because of this possibility, plaintiffs often seek to prove that the owner(s) should not be entitled to exemption from the claims of the business creditors. One possible way involves a showing that the owner(s) failed to adhere to the formational requirements that may exist for the business. This possibility alone makes it extremely important to know that the business has complied with all such requirements – and for a free review, why not take advantage of this offer? If you believe that your business fully complied with its formation requirements, then a second opinion should make you feel very confident against any challenge of non-compliance. Either way, whether as an initial or second opinion, a free overview of your business formation is an offer that shouldn't be refused.