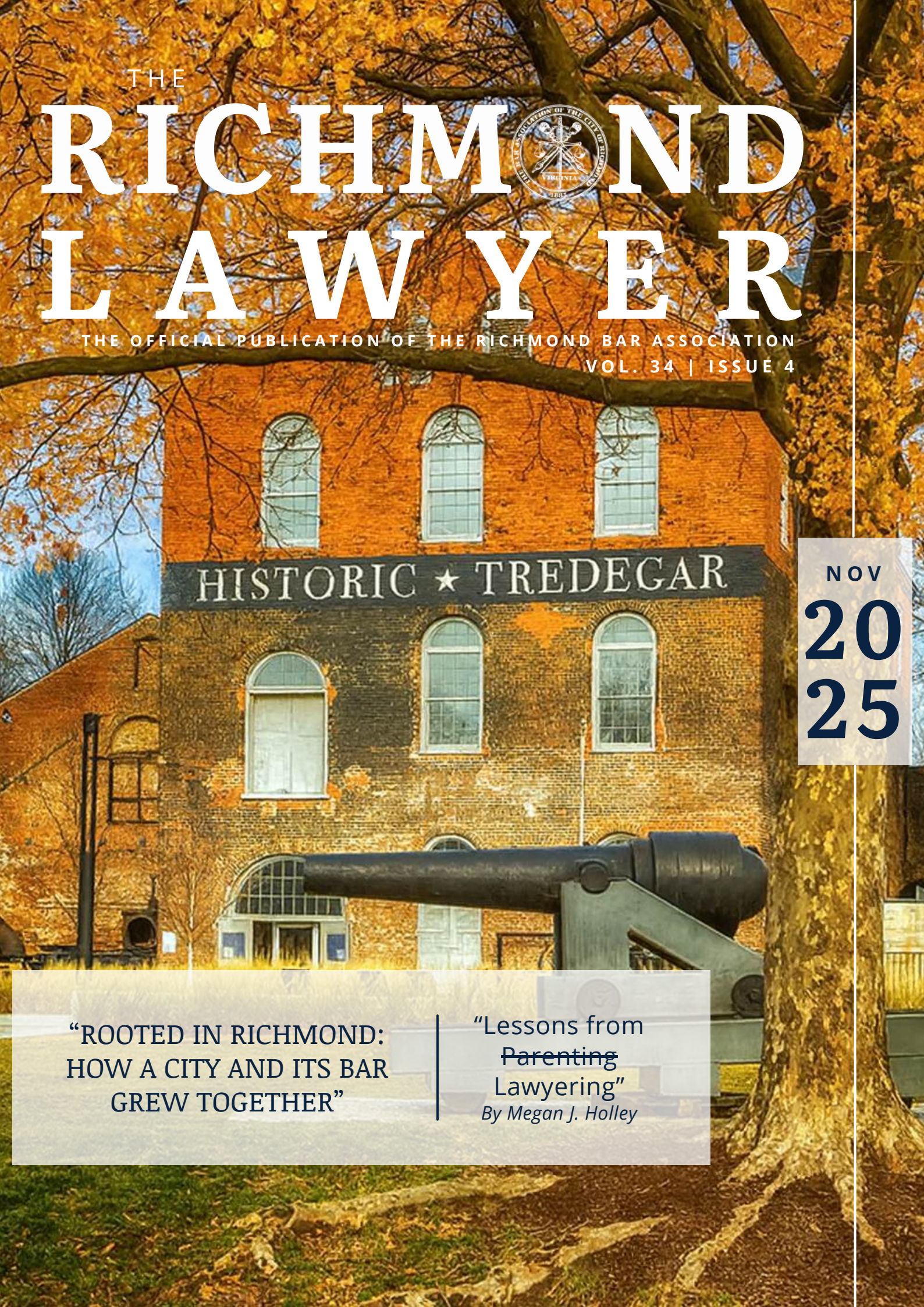

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"ROOTED IN RICHMOND: HOW A CITY AND ITS BAR GREW TOGETHER"

"Lessons from ~~Parenting~~ Lawyering"
By Megan J. Holley

Lessons from ~~Parenting~~ Lawyering

BECAUSE SOMETIMES THE TOUGHEST NEGOTIATIONS HAPPEN AT THE DINNER TABLE.

BY MEGAN HOLLEY | CHRISTIAN & BARTON

Six years ago this November I took on my toughest client yet. She takes up more of my time than the rest of my clients combined. She has never once paid her bills. She has no respect for my personal life, demanding my attention constantly on nights and weekends. And nothing I do is ever right. In fact, she once asked me to cut up her sandwich, then cried because her sandwich was cut up. Another time she threw a fit of epic proportions because I wouldn't let her eat the "apple" I was cutting up. It was a raw onion. I finally gave in on that one. Then I watched her insist she was enjoying the slice of raw onion she was eating as tears rolled down her cheeks.

I'm talking about my daughter, of course. And while she might be my toughest client, I love her enough that I agreed to take on her associate a few years ago. So far that's going fairly well, though I still haven't seen a dime from either of them despite substantial expenses on my end.

One thing I have learned is that a lot of lessons work just as well in parenting as in lawyering. Here are a few of my favorites:

1.Keep your mouth shut.

Recently Elle (daughter number one) asked me if "the black people are bad?" I immediately jumped on my soap box. "We talk about this all the time," I insisted, "all skin tones are equally good and equally beautiful."

She meant the people in her book wearing all black. Because they were robbers.

I should have known better. This is far from the first time I have over-explained something to a small child. With children, as with clients or opposing counsel, more explanation often means more questions. The more information you provide, the more ammunition you give your opponent. As lawyers we train our brains to always think five steps ahead. It's how we protect our client's interests when drafting a contract or estate plan. It's how we preserve evidence and strategize on the spot in trial. It can be instinct to let your mouth run ahead along with your brain. Don't let it.

It is almost never necessary to respond immediately. It will never hurt you to stop and think a few seconds before you speak. One of the most important lessons I learned as a young attorney is how to handle a question from a client when you don't know the answer. Too often, especially when an attorney is just starting out, they worry they will lose credibility with a client if they admit they don't actually know everything there is to know about the law.

Do you know what actually loses credibility with clients more than any other mistake? Confidently giving them an answer and then having to come back later and tell them you were wrong.

So what do you say when you don't know what to say? "I'm not actually sure about that. Let me check on it and get back to you." That one sentence will save you infinite headaches down the line.

Similarly, the best strategy in a negotiation, deposition or cross examination is almost always to say as little as possible.

So stop, breathe, and stay less. Does your kid want to know where babies come from? The hospital.

Kids, like opposing counsel, are surprisingly willing to accept a shorter explanation. Don't panic. Let them be the one to ask for more.

2.Be sure you understand what they actually want from you.

Most daycares use sign language to communicate with their youngest children before they learn to talk. It's quite effective, and the little ones pick up on it quickly. My husband and I were thrilled to finally be able to communicate with our baby. We responded enthusiastically to her mealtime requests. This was all great until one night at dinner with my family. I happily rushed to clear my daughter's plate as soon as she signed. My little sister, an elementary school teacher, stared at me, open mouthed. "Why are you taking her plate away?!" she asked, somewhat horrified.

"Oh!" I announced proudly, "Elle can sign now! She told me she is all done!"

"I can see that," my sister responded. "But she did not say she was all done. She asked for more."

My husband and I had mixed up the signs for "more" and "all done." We had been inadvertently snatching food away from our hungry child for months.

Similarly, just this week I began drafting a land swap agreement for a client. There was a time crunch, so I had begun drafting before we had the final details on the deal. The client had been referring to the need for this "land swap" for months. It had been a lot of work, but everything was on track. Until I got the details. It was not a land swap. Not at all.

Even the most sophisticated clients are often about as fluent in legal speak as I am in sign language. If I had thought to dig into at least the basic structure of the deal before getting started, I could have saved myself a lot of time.

3.Under promise, over deliver.

My five-year-old can't remember where she left her water bottle to save her life. She has actually managed to lose a total of five of them in the past two months alone. Kindergarten can be a pretty distracting place, I suppose. But one time this past summer she saw a Kinder egg in the check out line at the grocery store and I guess I vaguely suggested we could get one another time. You better believe that child never forgets to ask for "that chocolate egg we saw" every single time we've been in a grocery store since.

"Pinky promise?"

> ***So what do you say when you don't know what to say? "I'm not actually sure about that. Let me check on it and get back to you."***

Early on in my parenting career I was wild with my promises, doling them out like Oprah on one of her famous give away shows. "Look under your seat! You get an extra bedtime story, and YOU get an extra bedtime story!" The only thing I promise now is to love them forever, though this is not something I recommend promising to your clients. No matter how confident you are about a playdate at the park with their best friend, things happen. Sunny days turn unexpectedly rainy. Little brothers get sick.

Like children, clients will remember what you promise them. Theirs may not be your only case, but you are probably their only attorney. Their case is central in their mind, even if it isn't in yours. You will be tempted to promise them anything you can in order to win their business. Be careful. Thrill them with your performance, not your promises.

4.We don't negotiate with terrorists.

My husband and I say this all the time. Absolutely critical with both toddlers and big-headed opposing counsel.

5.Enjoy the war stories.

I used to think I had some wild stories from my college years. Then I litigated. Then I had kids. They really do say the darndest things (I'll let you decide who that refers to).

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Megan Jessee Holley is an associate at Christian & Barton, LLP practicing Commercial Real Estate and Corporate Law. She is a Richmond native who attended the University of Virginia and the College of William and Mary School of Law. She would like to thank her husband, Ben, without whose equal partnership she would never have had the time to take on the clients that actually pay their bills.

All photos shared in this article are shared with the permission of the author (and mother of the children). Professional photographs included were taken by Jacqueline Aimee of Jacqueline Aimee Portraits.

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