

ABA MTG

RPT - 6/1979

#2

To: Charlie Parr, Chairman, House Judiciary Committee
From: Peggy Berck *MB*
Re: Report on Annual Meeting of the Alaska Bar Association
Date: August 2, 1979

I. Introduction

The annual meeting of the Alaska Bar Association conducted in Sitka, June 6-9 was attended by about 200 of the Bar's 1,300 members. The meeting touched on a number of issues related to interim projects undertaken by the House Judiciary Committee. Of primary interest were formal bar discussions on the proposed Alaska Court of Appeals and personal talks with members on the issue of bar de-integration.

II. Court of Appeals

Former Attorney General, Norm Gorsuch, began the court of appeals debate early in the meeting during an oral presentation on his observations of the 1979 Alaska Legislature, noting that the bar had taken a supportive position in favor of the court during the session.

However, the University of Alaska's John Havelock followed Mr. Gorsuch with a programmed review of recent Alaska Supreme Court cases directed at questioning both the need for such a court as well as its proposed subject matter jurisdiction.

According to Mr. Havelock, the high court issued 228 opinions from May 1978 to May 1979. Mr. Havelock viewed the figure as a considerable increase from 1976 when 156 opinions were rendered. However, Mr. Havelock noted that per curiam opinions were down from 16 in 1976 to 8 during the period of his review. Per curiam opinions are brief, sometimes one sentence, opinions handed down by the court when the justices are all of one mind and no elaboration is required. Mr.

Havelock categorized the 228 opinions he reviewed as consisting of 37 sentence appeals, 100 criminal appeals and 100 civil appeals. The ratio of sentence-civil-criminal appeals, he noted, have remained essentially the same over the past several years, and are significant in addressing jurisdictional authority of the proposed new court.

The largest single category of cases addressed by the court, Mr. Havelock said, involved sentence appeals. Although sentence appeals do not take a great deal of time, Mr. Havelock said the court tended to over-write on such cases. The time devoted to sentence appeals along with the decrease in the use of per curiam and "memorandums, opinions, and judgements," Mr. Havelock said, have played a contributing factor in the court's current workload. MOJ's are used by the court to dispose of appeals without formal opinions. MOJ's affect only the parties to the suit in question and cannot be cited as precedent in contrast to per curiam opinions.

In a review of individual cases during the past year, Mr. Havelock said the criminal decisions appeared to impact the population as a whole far greater than the civil cases. Of particular note, he said, were a series of cases in the area of police search and seizure. In addition, Mr. Havelock indicated surprise at his discovery that the court handled five individual cases dealing with a juvenile's waiver to prosecution as an adult.

Perhaps most noteworthy in the civil area, Mr. Havelock said, were three opinions on product liability law, another area of concern to the committee. Mr. Havelock also noted

that municipalities were involved as litigants in 16 to 20 percent of all civil cases handled by the high court, an increase over previous years. Mr. Havelock also said the court was spending too much time on the court rule relating to attorneys fees, noting that the court addressed the rule in 10 separate cases.

Mr. Havelock concluded with an expression of support for the House Judiciary Committee's decision to hold over the court issue until next year, maintaining that the concept had not been sufficiently discussed.

Chief Justice Jay Rabinowitz appeared before the bar meeting later the same day to pitch for the proposed court, saying there was a clear need for the interim panel. In direct response to Mr. Havelock's presentation, the chief justice said there had been a definite increase in the use of per curiam and MOJ opinions in those matters currently before the justices. He said the court system proposed the creation of a court of appeals rather than enlarging the current supreme court, or instituting the use of panels, as the better way to solve the current caseload problem. The chief justice cited a study conducted by the American Bar Association which reached the same conclusion.

Chief Justice Rabinowitz also informed the Association of a new court rule, effective July 1, 1979, establishing maximum attorney's fees awards in criminal appointments. This issue will be explored in detail in my report on Legal Representation for Indigents.

The bar addressed the issue of the proposed court of appeals in a resolution sponsored by the Tanana Valley Bar Association. The resolution as introduced would have placed the bar in support of HCSSB 104 provided several significant changes were incorporated, including making the court a constitutional rather than a legislative court, but with the caveat that a legislative court could be implemented pending adoption of a constitutional amendment at the next general election. Other conditions in the proposed resolution would have required the court's jurisdiction to be limited to criminal cases; matters appealed to the intermediate court be remanded back to the court of original jurisdiction and the current bill's sunset clause be eliminated.

Addressing the resolution, Chief Justice Rabinowitz said he could support all of the proposed resolution with the exception of the subsection calling for establishment of a constitutional court. Other states, he contended, have established such courts purely through legislative enactment.

Later in the day, I interviewed District Court Judge Hugh Connelly of Fairbanks concerning the issue of the proposed court of appeals. Judge Connelly played a major role in drafting the court of appeals resolution along with other members of specially established subcommittee of the Tanana Valley Bar Association. On the issue of limiting the court to criminal cases, Judge Connelly said that although the criminal law is not as complex as certain civil law areas, it does require constant research to remain current with new judicial decisions. And he said a clear division between civil and

criminal jurisdictions would permit the selection of judges for the court of appeals to be drawn from attorneys with expertise in the criminal law area.

However, Judge Connelly said he personally favored the system in Texas which has separate supreme courts for civil and criminal cases. Court system personnel have balked at such a system because of potential problems in cases where civil and criminal law overlap, but Connelly said he thought such an argument wasn't strong enough to allow the idea to be dropped without further study. Judge Connelly said the sponsors of the resolution believed a constitutional court was necessary because a legislative court lacks certain inherent powers. (I intend to prepare a separate memorandum on this issue).

Judge Connelly also said additional related issues were considered by the Tanana Valley Bar Association which were not incorporated into the resolution. Included, he said, were discussions on the use of five judges instead of three on the proposed court of appeals, a device intended to prevent one strong judge from determining the direction of the court. He also said the Fairbanks bar discussed whether the judicial qualifications of the appellate judges should be set forth in the constitution, the case for all other judges in Alaska.

In another discussion, Art Snowden, court system administrator, raised another point in favor of amending the jurisdiction as currently proposed in HCSSB 104. He said the current proposed budget for the court permits only

limited travel, requiring the court to sit mostly in Anchorage and placing a tremendous financial burden for those appealing lower court decisions both civil and criminal to be forced to travel to Anchorage. Since most criminal appeals are handled by the public defender's office, that segment of the population at least will not have to bear the additional expense necessitated by travel should the new court be strictly limited to criminal jurisdiction.

On Saturday, June 9, Resolution #10 on the court of appeals was presented to the membership for debate, amendment and enactment. Following a lengthy debate, the meeting voted to sever the subsection on requiring the court to be created by constitutional amendment. After severing the subsection, the bar adopted a motion to strengthen the section to require a constitutional creation without even a temporary legislative enactment. Finally, the meeting passed the remaining limiting subsections after rejecting a motion to table the issue.

III. Integrated vs. Non-integrated Status of the Alaska Bar Association.

During his legislative report to the membership, Mr. Gorsuch cited the upcoming July 1, 1980 sunset review of the bar association as the most important legislative activity for the association during the next regular session.

On the issue of de-integration, Mr. Rozell, a member of the bar's board of governor's and the association's president-elect, said the issue was not a life or death matter to him, but contended that an integrated bar was the best system for Alaska since the state bar is so small.

Mr. Rozell said he was a member of the New York Bar, which is non-integrated, and complained that the bar there doesn't even maintain a compilation of attorney's offices. However, he said New York has recently asked such information from attorneys and Mr. Rozell surmized that the action may well be a first step in establishing an integrated bar there.

In addition, Mr. Rozell contended that the Alaska Constitution may preclude the legislature from de-integrating the bar association. But on that point, Ms. Karen Hunt, another member of the board of governor's, disagreed. She said shifting the disciplining and admission functions of the association to the supreme court under any de-integration plan would be in accord with the constitution and court decisions which have held that the high court has the power to control practice of law in the state.

However, Ms. Hunt said the bar has been handling admissions and discipline for a long time and had a good record, asking: "Why should the state establish another bureaucracy with the costs to be borne by individual citizens when the association is performing those functions on its own without the expense to the citizens at large?" Her comment, however, appeared in conflict with Mr. Gorsuch's statement during his presentation that about \$65,000 of the court system's budget went to assist the bar with costs of disciplining members. I asked Ms. Hunt for a percentage breakdown between the state contribution and bar expenditures for disciplining, and she replied that the state paid about 50 per cent of the entire costs. She

said admission costs were paid by the applications through a \$250.00 fee.

IV. Business Meetings

Generally, the business meetings of the association were poorly run. Most noteworthy was the failure of the board of governors to provide any back-up information on the effects of several proposed rule changes. Several members specifically asked for back-up information, but the board was unable to provide it.

There was also no discussion at all of a report by the association's Committee on Legal Educational Opportunities which noted that only five Alaskan Natives (one retired) and three blacks currently are admitted to practice in Alaska. The report outlined a number of methods which could be used by the bar to increase its membership of ethnic minorities, yet the association failed to take any action on this important issue. I am not alone in my criticism of the bar's annual meeting. Mr. Havelock's article in the July Bar Rag, the association's newsletter, likens the board, officers, and members of the association to Inspector Clousseau characters.

In assessing what action the committee may wish to take in connection with any future dealings with the bar, two additional facts which came to light during the course of the convention may be noteworthy.

First, the Alaska Bar Association currently is being sued by certain of its members for allegedly violating the public meeting law by holding a meeting in Hawaii. The superior court ruled that the bar was not subject to the

public meetings law, but the issue is now on appeal to the supreme court. The association has expended \$8,000 in legal fees defending the suit. Those dissident members in the lawsuit were not in attendance at the convention.

Second, the legal profession currently is the subject of an FTC investigation into allegations of price fixing and restraint of trade. Dick Savelle, a member of the board of governors, alluded to the investigation in opposition to a resolution offered from the floor to require the board to record its meetings and maintain the recording as a public record for two years. The resolution passed despite the opposition of several members of the board.

APPENDIX

Item No.

Table of Contents

1. Agenda for Business Meeting
2. Annual Meeting Program
3. Amendment to DR 2-102 (D), Re: Firm Names -- Passed.
4. Proposed Reciprocity Rule -- Tabled Indefinitely.
5. Resolution 1, INAX -- Passed.
6. Resolution 2, Prepaid Legal Services -- Failed.
7. Resolution 3, Mandatory CLE Program -- Failed.
8. Resolution 4, Urging the Appointment of an Alaskan to the 9th Circuit Court of Appeals -- Passed.
9. Resolution 5, Requiring ALSC Attorneys to Provide Representation in all Divorces and Bankruptcy Matters Sought by their Clients -- Tabled Indefinitely.
10. Resolution 6, Cooperative Buying Association for Members -- No Action.
11. Resolution 7, Requiring ALSC to Publish Board Meetings and Minutes -- Passed.
12. Resolution 8, Reduction of Bar Dues for First Five Years of Membership -- No Action.
13. Resolution 9, Prohibiting the Use of Secretaries, Law Clerks, and Others as Standing Masters, Acting District Court Judges, and Urban Magistrates -- Tabled Indefinitely.
14. Resolution 10, Court of Appeals -- Passed.
15. Summary of Four Additional Resolutions Brought from the Floor and Relating to the Board of Governors.
16. Working Model of a Mandatory CLE Program -- The Association's Committee on CLE Took No Position on this Issue.
17. Annual Committee Reports.

Original

AGENDA

ANNUAL BUSINESS MEETING

Alaska Bar Association
Sheffield House
Sitka, Alaska

June 9, 1979

1. Call to Order
2. Introduction of Board of Governors
3. Approval of Minutes of Business Meeting,
Fairbanks, Alaska - June, 1978
4. Selection of Business Meeting Site and Date, 1980
5. Election of Officers
6. National Bar Crises - Clark Wadlow, Esq.
7. Old Business
 - (a) Report of the Self-Risk Management Committee
 - (b) Report on Mandatory Continuing Legal Education
8. New Business
 - (a) Committee Reports
 - (b) Proposed Rule on Reciprocity
 - (c) Proposed Amendments to DR 2-102(D)
 - (d) Consideration of Resolutions
9. Adjournment

WELCOME TO SITKA!

Program Schedule

WEDNESDAY, JUNE 6 --

- 2:00 p.m. — Annual Meeting Registration Begins. Sheffield House Lobby.
- 6:00 p.m. — Welcoming Cocktail Party. New Archangel Room.

THURSDAY, JUNE 7 --

- 9:00 a.m. — Registration Continues. Sheffield House Lobby.
- 9:00 a.m. -- Annual Meeting Begins. Pioneer Room.
— Opening Remarks by Kenneth O. Jarvi, President Alaska Bar Association.
- 9:15 a.m. — Professional Update Conference. Pioneer Room.
— Report on the 1979 Alaska Legislature. Norman C. Gorsuch, Esq. Juneau
— Recent Significant Court Decisions. Kenneth P. Jacobus, Esq. Anchorage
— The New Federal Bankruptcy Act. Hon. J. Douglas Williams, II Bankruptcy Judge Anchorage
Donna C. Willard, Esq. Anchorage
- Noon — No Host Cocktails. New Archangel Room.
- 12:30 p.m. — Luncheon. New Archangel Room.
"The State of the Judiciary"
Hon. Jay A. Rabinowitz
Chief Justice
Alaska Supreme Court
- Noon — Spouses Luncheon. Location to be Announced.

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- 2:00 p.m. — Videotape CLE. Pioneer Room.
"How to Select or Upgrade Automatic Typing Equipment."
Bernard Stenrin, Esq.

"The Nifty, Thrifty Fifty — Money Saving Ideas for the Law Office."
Jimmy Brill, Esq.

FRIDAY, JUNE 8 --

- 9:00 a.m. — Professional Update Conference Resumes. Pioneer Room.
— New Trends in Business and Commercial Law. Wayne C. Booth, Esq. Anchorage
Hoyt M. Cole, Esq. Anchorage
Walter H. Garretson, Esq. Anchorage
Steve C. Hillard, Esq. Anchorage
- New Trends in Tort Law. Bernard P. Kelly, Esq. Anchorage
- The New Criminal Code. Joseph D. Balfe, Esq. District Attorney Anchorage
William P. Bryson, Esq. Anchorage
Rhonda Butterfield, Esq. Fairbanks
Michael Rubenstein, Esq. Anchorage
- Noon — No Host Cocktails. New Archangel Room.
- 12:30 p.m. — Luncheon. New Archangel Room.
"The Interior Department and Alaska"
Hon. Guy Martin
Assistant Secretary of the Interior for Land and Water
Washington, D.C.

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- 2:00 p.m. — Videotape CLE. Pioneer Room.
"How to Increase Your Profits
and Reduce Your Secretarial
Costs by Using a Secretarial
Style Manual"
Leo Eisenstatt, Esq.
- "How to Increase Your Legal
Practice and Provide for Your
Old Age"
Jay Foonberg, Esq.
- 2:00 p.m. — Bus Tour of Sitka Begins. Meet in Hotel
Lobby.
- 4:30 p.m. — Annual Meeting of the Alaska Bar Founda-
tion. Pioneer Room.
- 6:00 p.m. — Cocktails and Boat Cruise of Silver Bay.

SATURDAY, JUNE 9 --

- 9:00 a.m. — Business Meeting of the Alaska Bar Associa-
tion. Pioneer Room.
— Report of the Committee on Errors and
Omissions Insurance.
Karen Hunt, Esq.
Anchorage
- Report on Mandatory Continuing Legal
Education.
Sandra K. Saville, Esq.
Anchorage
- Consideration of Resolutions.
- Noon — No Host Cocktails. New Archangel Room.
- 12:30 p.m. — Luncheon. New Archangel Room.
"A Lawyer-Reporter's View
of the News"
Bill Kurtis, Esq.
CBS News
Chicago
- 2:00 p.m. — Business Meeting Resumes. Pioneer Room.
- 5:00 p.m. — Business Meeting Adjourns.
- 6:00 p.m. — Cocktail Reception. Centennial Building.
- 7:00 pm. — Alaska Bar Association Dinner Dance.
Centennial Building.
Special Entertainment by the
Russian Dancers
-
-

TO: ALASKA BAR ASSOCIATION MEMBERS
FROM: BOARD OF GOVERNORS
DATE: May 22, 1979
SUBJECT: Amendment to DR 2-102(D), Re: Firm Names

The following amendment to Disciplinary Rule DR 2-102(D) was unanimously endorsed by the Board of Governors in Anchorage on May 19, 1979. It will be discussed in Sitka at the Annual Meeting on Saturday, June 9, 1979.

The rule requires that all lawyers whose names are used in a firm name must have been or must currently be a member of the Alaska Bar Association.

A partnership shall not be formed or continued between or among lawyers licensed in different jurisdictions unless all enumerations of the members and associates of the firm on its letterhead and in other permissible listings make clear the jurisdictional limitations on those members and associates of the firm not licensed to practice in all listed jurisdictions; provided, however, a firm name may not be used in Alaska unless all those named are or were members of the bar in Alaska.

THIS AMENDMENT PASSED.

TO: ALASKA BAR ASSOCIATION MEMBERS
FROM: BOARD OF GOVERNORS
DATE: May 23, 1979
SUBJECT: Proposed Reciprocity Rule

Re-establishing reciprocity for attorney admission to the active practice of law in Alaska will be discussed in Sitka June 9, 1979 at the annual meeting.

A majority of the Board of Governors endorsed the concept of reciprocity at its March, 1979 meeting in Juneau. Below is a proposed rule as recommended by the Statute, Bylaws & Rules Committee to the Board of Governors in Anchorage on May 18, 1979.

PROPOSED AMENDMENT TO ALASKA BAR RULE 2, SECTION 2

Section 2. An applicant who meets the requirements (a) through (e) of Section 1 of this rule and

(a) Has passed a written examination required by another state, territory, or the District of Columbia, for admission to the practice of law, and

(b) Has engaged as a licensed attorney in the active practice of law in one or more states, territories or the District of Columbia for five of the seven years immediately preceding the date of his first or subsequent applications for admission to the practice of law, and

(c) Has been sponsored by one or more members in good standing of the Alaska Bar Association, and

(d) Is admitted to the Bar in a jurisdiction which would admit to the practice of law a member of the Alaska Bar Association, similarly qualified, without examination, may be admitted to the Alaska Bar Association without examination, provided, however, that if the Board, after reviewing the law school record, employment history, and experience of the applicant, determines that the applicant should be required to pass an examination as to his qualifications, the applicant shall be required to pass the attorney bar examination prescribed by the Board.

THIS MATTER WAS TABLED INDEFINITELY.

BOARD OF GOVERNORS

ALASKA BAR ASSOCIATION

P. O. BOX 279

ANCHORAGE, ALASKA 99510

AREA CODE 907/272-7489

RONALD L. KULL, EXECUTIVE DIRECTOR
WILLIAM GARRISON, BAR COUNSEL

OFFICERS

KENNETH O. JARVI
PRESIDENT
ANCHORAGE

DONNA C. WILLARD
PRESIDENT ELECT
ANCHORAGE

ALBERT H. BRANSON
VICE PRESIDENT
ANCHORAGE

RICHARD D. SAVELL
SECRETARY
FAIRBANKS

BOARD MEMBERS


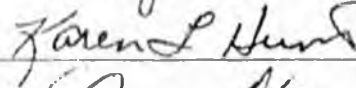

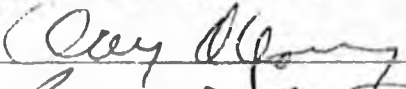

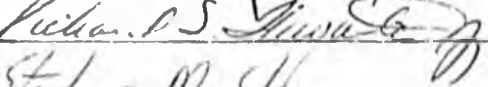
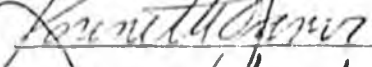
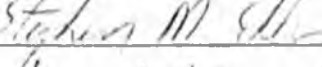

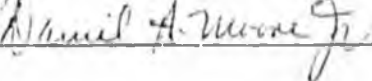
ALBERT H. BRANSON
STANLEY T. FISCHER
KAREN L. HUNT
KENNETH O. JARVI
EDWARD G. KING
JONATHAN H. LINK
WILLIAM B. ROZELL
RICHARD D. SAVELL
DONNA C. WILLARD

RESOLUTION NO. 1

WHEREAS the Self-Risk Management Committee of the Bar Association has recommended that INAX be sponsored by the Alaska Bar Association as the Bar-endorsed malpractice insurance carrier for Alaska attorneys,

BE IT RESOLVED that the Alaska Bar Association endorse INAX as the Bar-sponsored malpractice carrier for attorneys practicing law in Alaska.

Dated this 26 day of April, 1979.

THIS RESOLUTION PASSED.

RESOLUTION 2

RESOLVED: That the Alaska Bar Association institute a Prepaid Legal Services plan.

<u>[Signature]</u> Signature	<u>514 W. 2nd</u> Address
<u>[Signature]</u> Signature	<u>941 W. 4th</u> Address
<u>[Signature]</u> Signature	<u>510 "L" ST. #604 Anchorage</u> Address
<u>[Signature]</u> Signature	<u>510 "L" ST #604 Anchorage</u> Address
<u>[Signature]</u> Signature	<u>1049 W. 5th AVE ANCHORAGE</u> Address
<u>[Signature]</u> Signature	<u>425 "G" ST, Anchorage</u> Address
<u>[Signature]</u> Signature	<u>425 "G" ST, Anchorage</u> Address
<u>[Signature]</u> Signature	<u>425 G ST, Anch. Ak.</u> Address
<u>[Signature]</u> Signature	<u>425 G ST Anch Ak</u> Address
<u>[Signature]</u> Signature	<u>425 G ST. Anch. Ak.</u> Address
<u>[Signature]</u> Signature	<u>425 G St, Anch., Ak.</u> Address

THIS RESOLUTION FAILED.

RESOLUTION 3

RESOLVED: That the license to practice law in the state of Alaska be conditioned upon completion of 15 hours of Continuing Legal Education.

James J. Jurek
Signature

941 W 4th
Address

Mark J. Jurek
Signature

601 W. 5th Ave
Address

T. R. Beard
Signature

510 "L" St #604 Anchorage
Address

John H. Thomas
Signature

1049 W. 5th Ave, Anchorage, AK
Address

Ed C. Johnson
Signature

425 "G" St, Anchorage
Address

Chas. B. Hall
Signature

425 G St, Anchorage
Address

Howard S. Tuckey
Signature

425 G St. Anchorage, AK
Address

Mary R. Gordon
Signature

425 G St Anch, AK
Address

Robert P. Owen
Signature

425 G St. Anchorage
Address

Joe P. Joseph
Signature

425 G St. Anchorage
Address

THIS RESOLUTION FAILED.

RESOLUTION NO. 4

BE IT RESOLVED, that the Alaska Bar Association send a letter to President Carter and Attorney General Griffin Bell urging the appointment of a qualified Alaskan to fill one of the vacancies on the Ninth Circuit Court of Appeals.

Danora X. Savelle

*Susan A. Vaillancourt
Reginald J. Chappell, Esq.
W.H. J. J.*

*M. Gregory Dupus
Stanley Hewitt*

Paul Haskin

[Signature]

*Virgil D. Vochanka
Joseph J. Brewer*

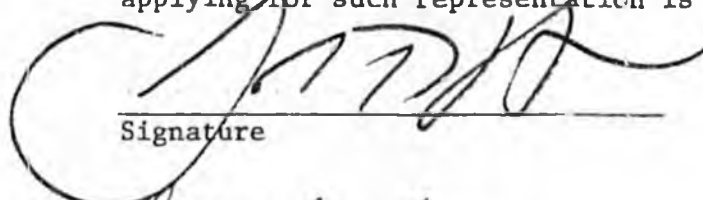
RECEIVED

THIS RESOLUTION PASSED.

THIS RESOLUTION WAS TABLED INDEFINITELY.

RESOLUTION 5

RESOLVED: That legislation be introduced to amend the Alaska Legal Services Corporation Act to provide that no divorces nor personal bankruptcies be rejected by personnel of Alaska Legal Services if the person applying for such representation is eligible for their services.

 Signature	<u>814 W Second</u> Address
<u>Morgan J. Smith</u> Signature	<u>941 W. 4th</u> Address
<u>Diana J. Farny</u> Signature	<u>601 W. 5th Ave</u> Address
<u>T.R. Paul</u> Signature	<u>510" L" St #604 Anchorage</u> Address
<u>Archie A. Hild</u> Signature	<u>737 1/5th</u> Address
<u>Ron Bullis</u> Signature	<u>Box 381, Anchorage, AK</u> Address
<u>Joseph Almaraz</u> Signature	<u>1049 W. 5th Ave, Anchorage, AK</u> Address
<u>Virginia A. Rusch</u> Signature	<u>425 G St Suite 650</u> Address
<u>And L. Johnson</u> Signature	<u>425 G St., Anchorage</u> Address
<u>Bob K. Bell</u> Signature	<u>425 G St., Anchorage</u> Address
<u>Howard S. Turkey</u>	<u>425 G. St., Anch Ak.</u>
<u>Nancy R. Gordon</u>	<u>425 G St Anch Ak</u>
<u>Robert M. Hibbey</u>	<u>425 G St., Anch, Ak.</u>

THERE WAS NO ACTION ON THIS RESOLUTION.

RESOLUTION 6

RESOLVED: That the Alaska Bar Association institute a cooperative buying association for the benefit of its members.

Morris Jurek
Signature

941 W. 4th
Address

[Signature]
Signature

814 W. 2nd
Address

[Signature]
Signature

401 W. 5th Ave
Address

[Signature]
Signature

510 "L" ST. #604 Anchorage
Address

[Signature]
Signature

737 H St.
Address

[Signature]
Signature

Box 381, Anchorage AK
Address

[Signature]
Signature

510 "L" ST #604 Anchorage
Address

[Signature]
Signature

1049 W. 5th Ave, ANCHORAGE
Address

[Signature]
Signature

425 G St, Suite 650
Address

[Signature]
Signature

425 "G" St., Anchorage.
Address

Cliff B. Hall
Robert M. Libbey
Howard S. Tucker
Nancy R. Gordon

425 G St., Anch
425 G St., Anch, Ala.
425 G St., Anch
425 G St., Anch. Ak

THIS RESOLUTION PASSED AS AMENDED.

RESOLUTION 7

(a schedule of its Board Meetings and Minutes of its Board Meetings)

RESOLVED: That ~~(meetings of)~~ Alaska Legal Services ~~(be)~~ published in the same manner and with the same notice required of the Alaska Bar Association.

Wm. J. Jirik
Signature

941 W 4th
Address

J. J. Jirik
Signature

814 W 2nd N.A.
Address

Brian J. Jirik
Signature

601 W 5th Ave
Address

T. D. R. B. B. B.
Signature

510 "L" St #100
Address

R. J. Jirik
Signature

Box 381 (Mudrook, AK)
Address

W. J. Jirik
Signature

732 11th Ave
Address

W. J. Jirik
Signature

510 L St #604 Anchorage
Address

J. J. Jirik
Signature

1049 W. 5th Ave, Anchorage, AK
Address

Virginia A. Rusch
Signature

425 G St, Suite 650
Address

D. L. Jirik
Signature

425 "G" St, Anchorage
Address

Clof K. Helle
Robert M. Luby
Howard S. Tucker
Mary R. Gordo

425 G St, Anchorage
425 G St, Anch, Ak
425 G St, Anchorage Ak.
425 G St. Anchorage, Ak

RESOLUTION 8

RESOLVED: That Bar dues for persons admitted less than 5 years be \$150.

<u>Monica Jensen</u> Signature	<u>941 W. 4th</u> Address
<u>[Signature]</u> Signature	<u>814 W 2d Ave</u> Address
<u>[Signature]</u> Signature	<u>601 W. 5th Ave.</u> Address
<u>T. R. Baudin</u> Signature	<u>510 "L" St. #6014 Anchorage</u> Address
<u>[Signature]</u> Signature	<u>1019 W. 5th Ave, Anch.</u> Address
<u>[Signature]</u> Signature	<u>425 "G" St., Anchorage</u> Address
<u>[Signature]</u> Signature	<u>425 G St, Anchorage</u> Address
<u>Howard S. Trickey</u> Signature	<u>425 G. St. Anch</u> Address
<u>Marcy R Gordon</u> Signature	<u>425 G St Anch, Ak</u> Address
<u>[Signature]</u> Signature	<u>425 G St. Anch Ak</u> Address
<u>Robert M. Libbey</u> Signature	<u>426 St., Anch., Ak</u> Address

THERE WAS NO ACTION ON THIS RESOLUTION.

THIS RESOLUTION WAS TABLED INDEFINITELY.

RESOLUTION No. 9

WHEREAS, citizens of the State of Alaska are entitled to have their civil and criminal cases decided by qualified judges selected in accord with the statutes and Constitution of this state; and

WHEREAS, use of standing masters, acting District Court judges and urban magistrates for divorce, traffic, and small claims cases deprives the citizenry of this right; and

WHEREAS, in the urban areas of the state the use of standing masters cannot be excused by lack of real judges; and

WHEREAS, there is unwarranted cost to the parties of curing errors made by standing masters due to inexperience or lack of legal education; and

WHEREAS, most contacts of most citizens with the judicial system are in the kinds of cases in which standing masters are being substituted for real judges; and

WHEREAS, use of secretaries, law clerks, and others as standing masters, acting District Court judges, and urban magistrates, evades and subverts the system of judicial council review, bar polls, gubernatorial appointment, retention elections, and judicial qualifications commission jurisdiction, all of which are important mechanisms for assuring competence, honesty, and due respect for the citizenry among judges; therefor,

Be it resolved, that the court system should cease using standing masters, except in rural areas which do not have real judges.

Be it resolved, further, that the Supreme Court be urged to delete provisions in the Rules of Procedure for urban standing masters except in probate matters, and

Be it further resolved, that the legislature be requested to limit the power of the presiding Superior Court judges to appoint magistrates to those appointed for rural areas, and that the statutory power to appoint acting District Court judges be repealed.

TANANA VALLEY BAR ASSOCIATION

By:

Ralph Beistline, President

Item 13

#10

BE IT RESOLVED by the membership of the Alaska Bar Association that the Association support passage of the House Committee Substitute to Senate Bill 104, proposing an intermediate appellate court, provided the following changes are made in the present bill:

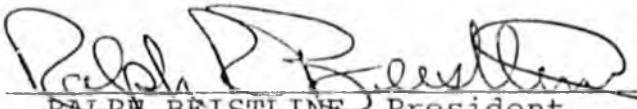
1. the court be made a constitutional court (rather than a legislative court; but a legislative court may be implemented pending adoption of a constitutional amendment;).

2. matters appealed to the intermediate appellate court be remanded from the court to the court of original jurisdiction;

3. the civil appeals jurisdiction of the intermediate appellate court be deleted; and

4. the provision terminating the intermediate appellate court on June 1, 1981, Section 36 of the present bill, should be deleted in its entirety.

TANANA VALLEY BAR ASSOCIATION

By: 
RALPH BEISTLINE, President

THIS RESOLUTION PASSED AS AMENDED.

SUMMARY OF FOUR ADDITIONAL RESOLUTIONS BROUGHT FROM THE FLOOR.

1. Resolution 11, requiring that the Board of Governors tape record each meeting and preserve the tapes for a period of at least two years, passed.
2. Resolution 12, requiring the Board of Governors to keep and publish an annual line item budget, passed.
3. Resolution 13, allowing reimbursement of Board expenditures rather than per diem, was tabled indefinitely.
4. Resolution 14, regarding the charging of Board expenses, failed.

CONTINUING LEGAL EDUCATION
FOR ATTORNEYS IN ALASKA

Purpose:

It is of primary importance to the members of the Bar and to the public that attorneys continue their legal education throughout the period of their active practice of law. These rules will establish the minimum requirements.

Educational Requirements:

(a) Minimum requirement. Each active member of the Alaska Bar Association shall complete a minimum of ten (10) credit hours each year beginning with 1981.

(b) Reporting. Each active member of the Alaska Bar Association shall make a sworn written report of compliance on a form to be provided by the Board by January 30th of each year.

Exemption from Certification:

New Admission. An attorney shall not be required to comply with this rule during the calendar year in which he or she is admitted to the Bar.

Sanctions:

Any member who has not filed the appropriate compliance within thirty (30) days after his or her time for compliance shall be removed from the role of active members of the Bar and transferred to inactive status pending such member's compliance. To effect such removal, the Board shall notify in writing, by certified or registered mail, the non-complying member that the Executive Director shall petition the Supreme Court for an order suspending such member, unless within ten (10) days of receipt of such notice, such member shall complete and return to the Board of Governors an accompanying form of petition which may be accompanied by affidavit or affidavits in support thereof, requesting an extension of time or exemption from compliance.

Waivers:

The Board may, in individual cases involving hardship or extenuating circumstances, grant waivers of the minimum educational requirements or extensions within which to fulfill the same or make the required reports. No waiver or extension of time shall be granted unless written application therefore shall be made on forms prescribed by the Board. Waivers of the minimum educational requirements may be granted for any period of time not to exceed one (1) year. In the event that the hardship or extenuating circumstances upon which a waiver has been granted continue beyond the period of the waiver, the attorney must reapply for an extension of the waiver. The Board may, as a condition of any waiver granted, require the applicant to make up a certain portion or all of the minimum educational requirements waived by such methods as may be prescribed by the Board.

Credit:

Credit will be given only for continuing legal education activities approved by the Board of Governors. Hours in excess of the minimum annual requirement may be carried forward for credit into the next succeeding year. Hours to be carried forward must be reported in the annual report for the year in which they were completed.

No credit will be given for hours accumulated prior to admission to the Bar.

Credit may be earned through teaching an approved continuing legal education activity. The Board shall award two (2) hours of credit for each hour of presentation of the approved continuing legal education activity.

Standards for Approval of Continuing Legal Education Activities:

(a) The Board of Governors shall designate the number of hours to be earned by participation in approved continuing legal education activities.

(b) The following standard shall govern the approval of continuing legal education activities by the Board of Governors:

1) The primary objective of any continuing legal education activity shall be to increase the participant's professional competence as a lawyer.

2) The continuing legal education activity shall deal primarily with matters related to the practice of law, professional responsibility or ethical obligations of lawyers.

3) Credit may be given for continuing legal education activities given by live instruction or by video tape or cassette.

4) Continuing legal education materials are to be prepared and activities conducted by an individual or group qualified by practical or academic experience.

5) Continuing legal education activities are to be accompanied by thorough, well-organized and readable written materials which are available to participants at the time of presentation unless otherwise approved by the Board.

Supplemental Rules:

The Board may make and adopt additional rules not inconsistent with these rules in the furtherance of the development of a continuing legal education program for Alaska lawyers.

Confidentiality:

The files and records of the Board of Governors as they may relate to or arise out of any failure of a member of the Association to satisfy these continuing legal education requirements, shall be deemed confidential and shall not be disclosed except in furtherance

"Subpoena of Bar, req. of atty affected, subpoena or by court order"

ANNUAL COMMITTEE REPORTS

ALASKA BAR ASSOCIATION

1979

F
Committee Reports

Law Offices of
Kempel, Huffman & Ginder

420 "L" Street, Suite 402
Anchorage, Alaska 99501

Richmond, Willoughby & Willard

RECEIVED

APR 27 1970

Roger R. Kempel
Richard R. Huffman
Peter C. Ginder

Telephone
(907) 277-1604
(907) 276-1605

RECEIVED

APR 27 1970

Richmond, Willoughby & Willard

April 25, 1979

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APR 24 1979

ALASKA BAR ASSOCIATION

Donna C. Willard,
President Elect
Board of Governors
Alaska Bar Association
P.O. Box 279
Anchorage, Alaska 99510

Re: Bar Polls and Elections Committee

Dear Donna:

I write in response to your letter of April 20, 1979, a copy of which is attached hereto. This letter is designed to function as the formal report you requested in that letter.

The activities of the Bar Polls and Elections Committee can be summed up very briefly. Suffice it to say that the members of the committee appeared and counted ballots each and every time their services were required. We made every attempt to do our work rapidly and accurately, and the required tabulations were, to the best of my knowledge, furnished to the Bar on a timely basis.

I have every hope of attending the convention in Sitka. Unfortunately, however, problems have developed with my reservations, and I may not be able to attend. Needless to say, I will contact you as soon as my plans are firm.

Very truly yours,

KEMPEL, HUFFMAN & GINDER

P. C. Ginder
Peter C. Ginder

PCG/rg

W. EUGENE GUESS, 1932-1978
JOSEPH RUDD, 1933-1978

ROBERT C. ELY
THEODORE E. FLEISCHER
FRANCIS E. SMITH, JR.
HERBERT BERKOWITZ
MICHAEL G. BRIGGS
DAVID H. BUNDY
HARRIS SAXON
PHILLIP J. EIDE
GARY A. ZIPKIN
STEPHEN J. PEARSON
JOSEPH M. WILSON
PAUL DE STEFANO
ROBERT H. WOLFE
LOUIS R. VEERMAN
CLIFFORD W. HOLST
JOHN FOSTER
DANIEL G. RODGERS
RICHARD M. ROBINSON
JOHN M. MILLER
ANTOINETTE M. T. DOLINI

LAW OFFICES OF
ELY, GUESS & RUDD

A PROFESSIONAL CORPORATION
510 L STREET
ANCHORAGE, ALASKA 99501
CABLE ADDRESS: "NORTHACRE"
TELEX [090] 25-292
TELECOPIER [907] 279-8354
TELEPHONE [907] 277-5121

JUNEAU OFFICE
SUITE A
MENDENHALL BUILDING
JUNEAU, ALASKA 99801
TELEX [099] 45-365
TELEPHONE [907] 586-3210

NORMAN C. GORSUCH
GORDON E. EVANS
MONTE L. BRICE

JOSEPH A. McLEAN
OF COUNSEL

April 3, 1979

HAND DELIVER

RECEIVED

APR 4 1979

**GARRISON & JAMES
ATTORNEYS AT LAW**

Donna C. Willard
President Elect
Alaska Bar Association
360 "K" Street
Anchorage, Alaska 99501

Re: Continuing Legal Education Committee

Dear Donna:

I apologize for taking so long to reply to your letter of March 5. I am not sure what the "purposes statement" is, but I will tell you something about the Committee's activities.

As you no doubt are aware, Ron Kull is interested in C.L.E. and experienced in this area. He has, to a great extent, taken on the administrative burden of scheduling, lining up speakers, etc. He has numerous contacts based on his past C.L.E. experience, and has been drawing on these liberally in order to find and schedule speakers. We will begin to see the results in the next month or so as this year's series of C.L.E. programs gets under way in May with the evidence program.

I am pleased by the interest and involvement of our Southcentral Committee, most of whom attend meetings regularly. Sandi Saville had originally indicated that she could not participate, but I persuaded her to take on the mandatory C.L.E. project. We will have a proposed rule on mandatory C.L.E. by early May, and the substance of a report to the Sitka convention. As you may know, the C.L.E. portion of the Sitka convention will be taken up primarily by "up-dates" in various areas of law, as well as some videotapes to fill what we assume will be sparsely attended afternoon sessions. So far everything looks good for this program.

Donna C. Willard
April 3, 1979
Page Two

After a rocky beginning, plans for the 1980 Hawaii program are underway. Although there are some who are not particularly happy with leaving the Kuai Surf or scheduling the meeting in mid-January, I think everybody now agrees that this is our only viable option and that we should proceed with it. We are, in any event, working on this assumption. I am certain that we can put together a fine program.

On mandatory C.L.E., which could be a fairly time-consuming matter on the convention agenda, I would expect that our Committee will come up with a fairly low-key, dispassionate recommendation. I do not think that the Committee will use a "hard sell" to get mandatory C.L.E. adopted. Our inclination is to present a proposed rule, taking into consideration all of the factors which we thought were important, and to give the convention some idea of how we think a mandatory program would work. At this point the Committee has not developed a philosophical commitment to pushing mandatory C.L.E. through. In fact, even if the convention did adopt such a proposal, I would be inclined to recommend that we wait at least one year to implement it. I think that we need this time to get some further C.L.E. experience under our belt and to organize ourselves for what will be a fairly substantial task.

One comment on the administration of C.L.E. Ken Jarvi chose, for good reasons I believe, to set up three committees to cover the three major areas of the State. Each has its own chairman. As it has turned out, and as was surely anticipated, the Southcentral Committee does all of the State-wide program planning. In fact, I am not sure what the other regional Committees have done in the way of C.L.E. There has been an interaction between the various Committees. As an example, I expect that there will be little, if any, input from Fairbanks or Southeast on mandatory C.L.E. prior to the convention. Thus the proposal presented to the convention will, of necessity, be the proposal of the Southcentral Committee.

I suppose that we could have a system of sending minutes of meetings back and forth and that sort of thing. But you know how that goes. The work really gets done when several people sit down together face to face. This is not to suggest that the regional committee system be dismantled or that it is not accomplishing exactly what Ken Jarvi thought it should. But I want you to be aware that the

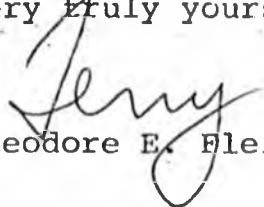
Donna C. Willard
April 3, 1979
Page Three

Southcentral Committee tends to work pretty much in a vacuum, with only occasional opportunities (such as Hawaii and the summer convention) for the entire Committee to get together. This is probably the best we can do. One solution would be to budget some money for Committee travel, so that members from other areas could attend meetings in Anchorage, at least on (say) a bi-monthly basis.

By this letter I would ask that Ron Kull schedule a time during one afternoon at the Sitka convention when all C.L.E. Committee members could get together. Ideally, this would occur before the business meeting so that we could have at least one discussion of the mandatory C.L.E. proposal.

I will appreciate your comments on C.L.E. performance and your expectations for the future.

Very truly yours,


Theodore E. Fleischer

TEF/sg

cc: ✓Ken Jarvi, Esq.
Ron Kull, Esq.

LAW OFFICES OF
CHRISTIANSON, ROYCE & STAHLA
403 Lincoln, P. O. Box 4
Sitka, Alaska 99835

RECEIVED

MAY 11 1979

Richmond, Willoughby & Willard

907 - 747-6681

WARREN C. CHRISTIANSON
WILLIAM O. ROYCE
EDWARD A. STAHLA

May 7, 1979

Ms. Donna Willard
President Elect
Alaska Bar Association
P. O. Box 279
Anchorage, Alaska 99510

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MAY 11 1979

ALASKA BAR
ASSOCIATION

Dear Donna:

Many complaints from the South Tongass Bar Association would be silenced if the CLE programs could be given at the South Tongass Bar locale as well as in the Ketchikan and Juneau locale. Should that occur, Sitka would like to throw in its oar as we believe the scenery is much better in Sitka than it is in the South Tongass Bar locale.

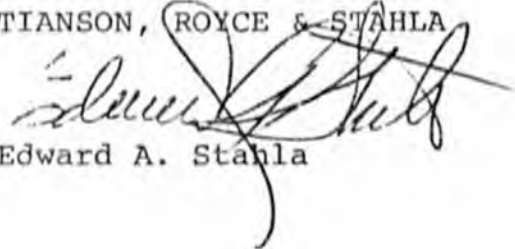
Seriously, the desires of the southeastern Continuing Legal Education Committee are that video tapes be made available at a reasonable price such that those people that cannot attend a seminar where live instructors are provided can view the video tape. In addition, the Bar Association has many video tapes in its library. It is requested that the prior decision of the Board of Governors to permit those video tapes to be rented by Bar Associations at reasonable prices.

Finally, the southeastern segment of the Continuing Legal Education Committee is encouraged that CLE programs are being provided in southeast Alaska.

Yours very truly,

CHRISTIANSON, ROYCE & STAHLA

By


Edward A. Stahl

EAS/nr

cc: Alaska Bar Association
P. O. Box 279
Anchorage, Alaska 99510

COLE, HARTIG, RHODES, NORMAN & MAHONEY

HOYT M. COLE
ROBERT L. HARTIG
JAMES D. RHODES
JOHN K. NORMAN
ROBERT J. MAHONEY
BERNARD J. DOUGHERTY
MICHAEL W. SHARON

G. RODNEY KLEEDERN
J. MICHAEL ROBBINS
ROGER H. BEATY
STEPHEN D. ROUTH
WEV W. SHEA
EDGAR R. LOCKE
C. WALT EBELL
SPENCER C. SNEED

OF COUNSEL:
G. KENT EDWARDS

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

SUITE 201

717 K STREET

ANCHORAGE, ALASKA 99501

(907) 274-3576

April 24, 1979

KODIAK OFFICE:
202 CENTER AVE., BOX 503
KODIAK, ALASKA 99615
(907) 486-3143
(907) 486-3144
C. WALT EBELL

RECEIVED

APR 27 1979

ALASKA BAR
ASSOCIATION

REPLY TO:
Anchorage

RECEIVED

APR 27 1979

Richmond, Willoughby & Willard

Ms. Donna C. Willard
President Elect
Alaska Bar Association
P. O. Box 279
Anchorage, AK 99510

Re: Alaska Bar Association
Environmental Law Committee

Dear Madam President:

Following is a report on the activities of this Committee submitted in accordance with the requirements of the Bylaws of our Association calling for a report to be submitted prior to the annual business meeting of the Alaska Bar Association.

The Alaska Bar Association Environmental Law Committee has been extremely active this year. Thanks to Ken Jarvis' committee reorganizational efforts, we now have a full compliment of active and enthusiastic members. The Committee has held ten meetings during the past year. At several of the meetings representatives of local government agencies and others interested in environmental law in Alaska have attended, given brief presentations, and exchanged ideas with the members.

At our organizational meeting, John A. Reeder was elected Vice Chairman and Jane Pearia was elected Recording Secretary. With the staggered membership terms, the Committee is looking forward to continuity that has been lacking in the past.

Ms. Donna C. Willard
President Elect
April 24, 1979
Page Two

The primary focus of the Committee's activity this year has been on the emerging area of coastal zone management in Alaska. In conjunction with the University of Alaska, the Committee is sponsoring a one-day seminar on the implementation of the Coastal Zone Management Act in Alaska, to be held at the Anchorage campus of the University on Saturday, May 19th. An impressive array of speakers has been assembled for this seminar. They will discuss implementation of coastal zone management at the local, state and federal levels. Jon Tillinghast, Assistant Attorney General, will be the lead-off speaker and will present an overview of the Coastal Zone Management Act. He will be followed by various other speakers from around the state. In addition, Roger Beers, an attorney with the Resources Defense Council in San Francisco, will be a featured speaker, directing his remarks to coastal zone management at the national level.

I am enclosing a copy of our program brochure which will be mailed to the Alaska Bar and to numerous other individuals, organizations and governmental agencies.

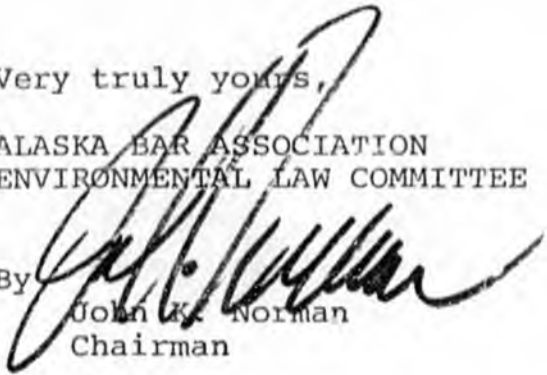
We would like to note that in planning this seminar Mr. Ron Kull has been extremely helpful to this Committee, and we would like to take this opportunity to acknowledge all the help he has given us.

In summary, I can say that it has been a productive year for the Environmental Law Committee. Although my term on the Committee is now expiring, I have every reason to believe that the committee will retain the momentum that we have gathered this year, and that we can continue to look forward to having this Committee be one of the most active committees in our Association.

Very truly yours,

ALASKA BAR ASSOCIATION
ENVIRONMENTAL LAW COMMITTEE

By


John K. Norman
Chairman

JKN:bw
Enclosure

cc: All Members

STATE OF ALASKA

JAY S. HAMMOND, GOVERNOR

DEPARTMENT OF LAW
OFFICE OF THE ATTORNEY GENERAL

420 "L" STREET, SUITE 100
ANCHORAGE, ALASKA 99501

March 23, 1979

Kenneth O. Jarvi
Attorney at Law
1049 W. Fifth Avenue
Anchorage, Alaska 99501

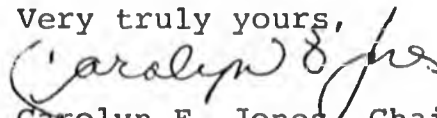
Re: Report from ABA Committee
on Legal Educational
Opportunities

Dear Ken:

At the time our committee was formed, you asked that we present a preliminary report to the Board of Governors at its March meeting. Although plagued by the normal amount of absenteeism, we have stuck it out and managed to define the general direction we think the ABA as a whole and this committee should be moving. I apologize for not having a report prepared in time for the Board to review it in advance of the March meeting and I offer the usual lawyer excuses about briefing schedules, oral arguments, etc.

You will note in the report several items that might properly be considered at the annual meeting. If you think that an oral report from our committee might be effective in generating support for our recommendations, I would be willing to make such a presentation.

Very truly yours,



Carolyn E. Jones, Chairperson
Committee on Legal Educational
Opportunities

CEJ:dr

cc Board of Governors

RECEIVED

MAR 27 1979

GARRETSON & JARVI
ATTORNEYS AT LAW

REPORT TO ALASKA
BAR ASSOCIATION BY COMMITTEE ON
LEGAL EDUCATIONAL OPPORTUNITIES

I

RESTORATION OF WICHE FUNDS
FOR ALASKANS WHO WISH TO STUDY LAW

At present, Governor Hammond has recommended a budget for the Post Secondary Education Commission that is little more than continuation level. Should that budget be accepted by the legislature, the Commission would be able to continue funding all those students presently receiving WICHE funds. With the remaining funds, the Commission would then fund one new applicant for each of the 15 areas of graduate study covered by the WICHE program. Consequently, new applicants for WICHE monies would not be completely eliminated. Any remaining monies would be allocated on a priority basis determined by the estimated employment demand for each field and determined by the number of students in each field applying, as a percentage of the total applicants. If the funding is at the level proposed by the Governor, the Commission would not reach students past the fourth ranking; law is ranked 13th. Therefore, under the Governor's budget, only one new applicant for the study of law would be funded in the coming fiscal year.

The Senate Finance Subcommittee reviewing the Commission's budget has indicated that it will recommend full funding for the Commission. Full funding would allow the Commission to provide WICHE monies for all applicants regardless of the field of graduate study. It is expected, however, that the Governor would veto full funding.

With a total bar membership of 1,320, it is self-evident that there is no shortage of lawyers in Alaska. In 1972 when there were about 500 lawyers admitted to practice, the bar membership has increased at a rate of 11 percent annually. Nor will a cut off of WICHE funds halt this rapid growth because it is estimated that more than 90 percent of recent admittees only qualified as Alaskan residents at the time of taking the bar exam. What will happen if WICHE funds are cut back is that indigenous Alaskan residents, and particularly Alaska's ethnic minorities, will be deprived of an opportunity to study law.

RECOMMENDATION

A. The Alaska Bar Association will immediately send a letter to Governor Hammond and the relevant Senate and House committees outlining the consequences of a cutback in WICHE funds in terms of increasing the number of Alaskan lawyers.

B. The Alaska Bar Association will direct its lobbyist or designated members of the bar to personally speak with the Office of the Governor and the legislature regarding the WICHE cutback and its implications for future Alaskan lawyers.

II

INCREASING THE NUMBER OF ETHNIC MINORITIES INTERESTED IN THE STUDY OF LAW AS A CAREER

The Committee has been able to identify five Alaskan Natives (one retired) and three blacks admitted to practice in Alaska. There are several explanations for the paucity of ethnic lawyers practicing law in Alaska.

1. At present, only five percent of Alaskan Natives and blacks finish in the top quarter of their class in Anchorage. Fifty percent of eleventh grade Alaskan Natives and blacks tested in the lowest quarter of their class. Of those who do finish in the top quarter, most have no career goals or have not prepared themselves for college course work.

2. There is no law school in Alaska.

3. Little money is available for the study of law outside of Alaska.

4. An inordinate number of minorities who do take the Alaska bar exam fail it.

RECOMMENDATIONS

The Alaska Bar Association will:

- (a) Make an affirmative effort to work with the School District to provide a career program that uses lawyers as volunteers. For example, on Career Day, students interested in law could spend an entire day with an attorney. The ABA could also provide speakers at the education fair.
- (b) Identify the law schools that have been making an affirmative effort to attract minorities and bring these schools together with the minority candidates. For example, U. of N.M., U. of Denver, U. of Minn., U.C. at Davis.
- (c) Affirmatively work with Alaska Legal Services to promote interest in law as a career in rural areas.
- (d) Define the role of paraprofessionals.
- (e) Educate the members of the bar regarding the merits of paraprofessionals and work to secure an informal commitment that a certain number of paraprofessional slots will be created. For example, one paraprofessional per ten attorneys in each firm.
- (f) Explore with the University of Alaska, the idea of the University acting as a

collaborator with an Outside law school as a means of providing in-state legal training.

- (g) Validate the Alaska bar exam to ensure that it is not culturally biased.

III

BONEY MEMORIAL FUND

At present, the Fund consists of a time certificate of deposit worth \$5,905. The ABA Tax Committee, and particularly Joseph Vitone, are presently investigating the tax status of the fund. Our Committee has considered various means of increasing the fund. The Committee has rejected the idea of allocating the interest from the client security fund to the Boney Fund on the grounds that \$26,000 in the client security fund is inadequate in itself as a security fund; nor would the interest generated by that fund contribute substantially to building up the Boney Fund. The Committee noted, however, that lawyers and law firms are required to maintain non-interest bearing trust accounts for funds belonging to their clients. In many cases, the interest accruing to any one client is negligible and cannot be identified. Ultimately, the banks are the only ones who profit.

RECOMMENDATIONS

Increasing the Fund

- (a) Future statements of dues owed to the ABA will contain an optional add-on charge

of \$10 to be applied to the Boney Memorial Fund.

- (b) Local bar associations will be formally approached for contributions to the Boney Memorial Fund.
- (c) The Bar Association will investigate the feasibility of passing a rule, to be approved by the Alaska Supreme Court, which will permit the trust monies to be kept in interest-bearing accounts and the interest to be turned over to the Boney Memorial Fund.
- (d) The ABA will offer to provide matching funds out of the Boney Memorial Fund with the Native regional corporations who give grants or loans for the study of law.

Disbursing the Fund

- (a) Structure the Boney Memorial Fund to provide loans to Alaskan students for the study of law. The awards would be based on merit and there would be a partial or complete forgiveness of the loan if the recipient agreed to practice in rural areas for a fixed number of years.
- (b) Allocate a portion of the Boney Fund for use in the newly-created Anchorage School District tutorial program for blacks and Alaskan Natives.

(c) Compile a list of organizations presently giving money to minorities (e.g., BIA, CINA, Alaskan Native Brotherhood, for purposes of coordinating the loans made to minorities and maintaining an accurate count on the number of Alaskan ethnic minorities who are studying law.

(d) Additionally, or alternatively, use the Boney funds to provide loans to take the bar review course and the bar exam. This loan would be repaid.

Dated: March 23, 1979

By: Carolyn E. Jones, Chairperson
Chief Justice Jay Rabinowitz
Pat Anderson
Robert Erwin
John Hedland
Kon Kull

DELANEY, WILES, MOORE, HAYES & REITMAN, INC.

ATTORNEYS AT LAW

SUITE 400
1007 WEST 3RD AVENUE
ANCHORAGE, ALASKA 99501
TELEPHONE 279-3581
AREA CODE 907

STEPHEN M. ELLIS
CLAY A. YOUNG
KAREN L. HUNT
FRANK S. KOZIOL, JR.
RICHARD S. THWAITES, JR.
WILLIAM E. MOBELEY
VAUGHN S. ARMSTRONG

JAMES J. DELANEY
EUGENE F. WILES
DANIEL A. MOORE, JR.
GEORGE N. HAYES
STANLEY H. REITMAN
JOHN K. BRUBAKER
RAYMOND E. PLUMMER, JR.
DANIEL A. GERETY
ROBERT L. EASTAUGH

May 11, 1979

RECEIVED

MAY 15 1979

GARRETSON & JARVI
ATTORNEYS AT LAW

Ken Jarvi, President
Alaska Bar Association
1049 West Fifth Avenue, Suite 101
Anchorage, Alaska 99501

RE: Final Report of
Self-Risk Management Committee

Dear Mr. Jarvi:

As required, attached hereto and incorporated herein as if fully set forth are the final reports of the Self-Risk Management Committee. This committee, formed as a result of Resolution 3 passed at the June, 1978 Annual Meeting of the Alaska Bar Association, has been comprised of Keith Brown, Charles Flynn, Roger Holmes, Karen Hunt, Ken Jarvi, Ronald Kull and Donna Willard. Each of these reports were published in the May, 1979 issue of the Alaska Bar Rag.

Also attached hereto and incorporated herein as if fully set forth is a copy of the membership survey which was mailed to the members during the week of May 7, 1979 and which results, tabulated, will be presented to the Annual Meeting in Sitka in June, 1979 and to the Board of Governors at their meeting preceding the Annual Business Meeting.

The recommendation of the committee is that the Alaska Bar Association sponsor INAX as the Bar-endorsed malpractice insurance carrier for attorneys practicing law in the State of Alaska.

It is the recommendation of the undersigned, as chairperson of the committee, that the Self-Risk Management Committee be disbanded because the work mandated by the membership in June, 1978 has been completed.

Respectfully submitted,


Karen L. Hunt, Chairperson
Self-Risk Management Committee

KLH/ps
Encl.

Year Long Study Fructified!

Risk Management Committee Makes Recommendations

Resolution #3 passed at the June, 1978 Annual Meeting required a study of malpractice self-insurance by the Alaska Bar Association. The inside pages of this issue of the *Bar Hug* presents the data and recommendations of the Self-Risk Management Committee which has studied the Norman self-insurance proposal and solicited proposals from the insurance market for the past year. The committee members Keith Brown, Charles Flynn, Roger Holmes, Karen Hunt, Ken Jarvi, Ronald Kull and Donna Willard have recommended one of the proposals to the membership. A survey to get membership response has been mailed to each member and the results will be presented at the Annual Business Meeting in Sitka on Saturday, June 9, 1979.

Special Committee

(continued from page 1)

Study was also made of the Professional Liability fund in Oregon and the Southern States Bar Conference group approach to purchasing package coverage from a carrier for 13 southern states and Hawaii.

Only four carriers expressed any interest in writing E & O in Alaska: American Home Group through National Union Fire, the present Bar-endorsed carrier; INAX a subsidiary of INA which purchased GATX in March, 1978; ICA a lawyer-owned Texas insurance company writing coverage in Texas and New Mexico; and the Shand Morahan group comprised of Evanston, Northbrook, and Mutual Fire & Marine and American Banker.

National Union Fire and INAX made specific proposals which are presented in this issue. Shand Morahan declined to make a proposal within the time schedule required by Resolution #3, but has indicated through its Alaska broker that it does plan to enter the Alaska market in the future.

Loss data for Alaska attorneys was made available to each of the interested carriers. The data was gathered not only from the questionnaire results from 88.4 percent private attorneys and 65.83 percent public practice attorneys, but also from present and past carriers in Alaska; defense attorney conferees with Norman; and the Insurance Division of the Alaska Department of Commerce.

The membership survey and committee recommendation will be considered by the Board of Governors at its meeting in Sitka June 5, 6 and 7, 1979.

The Norman Resolution

The Resolution resulted from a presentation by Peter Norman, Risk Consultant of Vancouver, BC to the Board of Governors in Hawaii in February, 1978. Norman was hired by the Board of Governors to do a feasibility study of Bar Association self-insurance in Spring, 1978. A claims loss questionnaire was responded to by the membership in May, 1978. Norman reported to the Board of Governors in June 1978 recommending that the Association institute a mandatory and exclusive self-insurance program with a \$2,500 individual deductible. The Association would handle all claims up to \$25,000 exposure. Coverage up to \$75,000 would be purchased from an insurance company making the limit of liability \$100,000 per insured member.

The Norman Proposal

Norman was subsequently rehired as a consultant to verify the loss data, make a coverage proposal to the committee and to solicit a private carrier willing to provide the second layer of coverage from \$25,000 to \$100,000. Although Norman has declined to identify the carrier, he has advised the Association that he has a commitment from it to write the second layer and to enter into a reinsurance agreement with the Bar Association self-insurance fund for a present price of \$220 per member. In addition, Norman has recommended that each insured member pay the Bar Association Liability Fund \$480 to cover all expenses and pay claims from \$2,500 to \$25,000 and to pay all claims expenses up to \$100,000 liability limit.

The committee, with Board of Governors approval, also contacted representatives of each of the only ten carriers presently writing E & O coverage for lawyers in the country.

(continued on page 2)

Committee Recommends INAX

Alaska Claims Follow National Trend

After a year of study of the current availability and cost of malpractice insurance in Alaska including the Norman proposal for Bar Association self insurance, the Self-Risk Management Committee comprised of Keith Brown, Charles Flynn, Roger Holmes, Karen Hunt, Ken Jarvi, Ron Kull and Donna Willard unanimously recommends that INAX be sponsored by the Bar Association as the Bar-endorsed malpractice carrier for Alaskan attorneys. Committee recommendation is based upon the following nine factors which the committee considered to be weighted in favor of the INAX proposal:

1. INAX covers paralegals, investigators, abstractors and law clerks at no additional charge to the policyholder, but they are not named insureds.
2. INAX coverage includes libel, slander and malicious prosecution claims.
3. Under the INAX policy, defense costs are paid in addition to coverage limits and are not deducted from liability limits.

4. INAX liability coverage is available in Alaska up to a 5 million dollar limit.

5. Under the INAX policy, if the policyholder does not agree to a settlement offer that is less than its policy limits, the company does not limit its liability to the amount for which the claim(s) could have been settled. It continues to defend. Additional defense costs will be paid by the company on a pro rata basis, but future settlement or judgment will be paid up to policy limits.

6. The INAX-furnished defense is not withdrawn should policy limits be exceeded but the company continues to defend and pays its pro rata share of expenses if liability limits are exceeded.

7. For the attorney who has been in practice with two or more years of prior acts exposure, the premium rate is less. The premium for zero or one year of prior acts exposure is greater under the INAX policy, but the committee weighted

Loss Control Program to be Considered

A mandatory feature of the Norman self-insurance proposal is a loss prevention program to attempt to prevent malpractice claims. The program is based upon the fact that the number, scope and cost of attorney malpractice suits in Alaska have doubled in the past five years. The resultant high damages paid have resulted in insurance carriers withdrawing or limiting their coverages; lawyers paying higher premiums or going bare; and the Bar Association attempting to find solutions to the underlying causes.

In order to effectuate a self-insurance program which can aid in loss prevention, the Self-Risk Management Committee recommends the following:

1. Mandatory reporting of all claims to the Bar Association office in order that the type of claims being alleged can be known for use in planning CLE seminars.

2. Because the majority of claims are made regarding errors or omissions in law office management, a rule change be proposed to the Supreme Court requiring each active practitioner to attend six hours of law office management CLE in a three year period. A bylaw change should be passed by the Board of Governors mandating that the Association present six hours of such CLE every year rotating the program between districts two and four, district three and district one.

3. The Board of Governors elect

[continued on page 12]

the cost break given to the more experienced attorney as affecting more members of the Association. Thus, the premium structure of the INAX policy was considered more favorable to most of the members.

8. INAX has recognized the value of and need for a loss prevention program in those areas where most claims arise. Thus it has developed and provided, at no cost to the Association or to the policyholder, an in-house loss prevention program which includes two annual CLE seminars with expert speakers, films, video and brochures.

9. INAX will select an in-state adjuster to develop knowledge and expertise in handling attorney malpractice claims.

The committee recommends INAX realizing that INAX did not have as favorable provisions as National Union Fire in three areas. INAX does require that the policyholder deductible be paid for each occurrence which results in claims made in one policy period. National Union Fire requires only one deductible per policy period regardless of the number of occurrences which gives rise to claims. Loss data indicates very few attorneys have more than one occurrence per policy period that results in malpractice

Loss Prevention Program Proposed

A mandatory feature of the Norman self-insurance proposal is a loss control program to attempt to control the scope and severity of malpractice claims once an act or omission has occurred but which act or omission may potentially be controlled to lessen or eliminate the damage to the client.

In order to effectuate a self-insurance program which can aid in loss control once an attorney is aware of a potential malpractice problem, the Self-Risk Management Committee recommends the following:

1. Because many malpractice claims may be capable of repair before reaching the lawsuit stage, the Board of Governors should propose a rule to the Supreme Court requiring attorneys to report possible claims to the Association as soon as the lawyer reasonably foresees a potential claim.

2. The Board of Governors should create a standing claims repair committee to which three lawyers are appointed to serve staggered terms of three years each. The committee should function as follows:

- A. The lawyer gives notice of a potential claim to the insurer and to the committee which within five days selects a Repair Expert who has at least five years of experience in the area of potential claim. Said expert's fees to be paid as defense costs from the Association Self-Insurance funds. Client disclosure must also be made.

- B. Within 20 days after his appointment, the Repair Expert takes whatever action, if any, is possible to repair the error or omission. Disclosure of all such activities must be made to the client.

- C. Neither members of the Repair Committee, the Repair Expert nor any member of their firms can represent any party if repair is not accomplished and a lawsuit results.

- D. The Bar Association indemnifies members of the Repair Committee and the Repair Expert should they be sued in any resultant lawsuit.

3. The Conciliation Panel procedures of new Bar Rule 16 should be developed to encourage disoriented clients who have neither a fee dispute nor an ethical complaint to utilize the procedures to achieve resolutions of their complaints.

claims.

INAX does not have as favorable an extended reporting endorsement or tail available in that it only provides an unlimited tail for 225 percent of the last annual premium due 30 days after termination of the policy. National Union Fire provides the same unlimited tail at the same premium rate, but also provides an optional three year and six year tail at reduced charges. The National Union tail premium can also be paid in installments.

Finally INAX does not provide discounts for CLE as does National Union Fire. However, the committee determined that the CLE discount offered may be of limited value to many of the members because it requires the individual attorney to first pay at least a \$1,000 annual premium before the discount is applicable.

The committee evaluation of the Norman self-insurance proposal is reported elsewhere in this issue of the Bar Rag.

Self Insurance Is Not Recommended

Peter Norman, Risk Management Consultant hired by the Board of Governors, has made the following proposal to the Association recommending that it initiate a self-insurance malpractice program for Alaska attorneys. Norman's proposal requires mandatory participation by each attorney engaged in any form of private practice in the State of Alaska. Each attorney would be required to pay a flat fee per year of \$480 to a group fund managed by the Bar Association or lose the license to practice law.

The fund would pay costs, defense fees and damages for malpractice claims between the limits of \$2,501 and \$25,000. The fund would also pay defense costs on all claims up to \$100,000. The individual attorney would pay the first \$2,500. For an additional \$220, each attorney would be covered up to \$100,000 liability limit with coverage obtained by the Bar Association from an insurance carrier. The carrier would also provide stop-gap coverage in the event that fund monies were exhausted during the policy year.

Attorneys that wanted more than \$100,000 limits would need to secure the additional coverage from an insurance carrier. Prior acts would be covered up to the \$100,000 limit. Upon retirement or appointment to the Bench, an attorney could purchase "tail" coverage for \$100 per year for claims presented in the future for some act or omission during the policy period.

Participation Required

All attorneys licensed to practice law in Alaska would be required to participate in the program except government employed attorneys; corporation employed lawyers (this does not exempt professional corporations); public aid attorneys; and admitted attorneys not engaged in the private practice of law in Alaska. Exempted attorneys would be required to participate in the fund if they did any pro bono, family or friends' legal work, however.

The Bar Association would administer the fund, issue policies, bill for premiums, and investigate, adjust and otherwise handle the claims. The Association would also be responsible for either complying with the Alaska Insurance Code requirements or getting legislative exemption, in part or in whole, for its insurance program. If legislative exemption resulted in the insurance industry antitrust exemptions being non-applicable, the Association would also be responsible for complying with the state and federal anti-

E & O claims against Alaska lawyers have followed three national trends. (1) The number of claims has drastically increased. (2) Majority of claims are based upon acts or omissions in meeting filing dates; ignoring statutes of limitations; or delayed advice to clients causing most of them. These claims are frequently classified as law office management problems. (3) Finally, damages paid in settlement or judgments have skyrocketed.

The major E & O carrier in Alaska for 1970-1975 was Mission Insurance Company. During that period Mission collected \$152,637 and paid out \$187,750 in claims and \$26,623 in defense expenses for a loss ratio of 140 percent.

In 1974 six claims were made. The figures for 1975 when National Union Fire became the Bar-endorsed carrier reveal that eight claims were made. In 1976 eight claims were made. The number of claims made in 1977 and 1978 jumped to 12 each year. Through March, three claims have been reported to the Bar-endorsed carrier for 1978.

No E & O lawsuit against attorneys has been tried to date. Settlements range from dismissed for no dollars to over a quarter of a million dollars. Defense costs have ranged from less than 10 percent of the settlement figure to as high as 50 percent of the settlement paid. The majority of closed cases incurred defense costs of approximately 25 percent of the settlement amount.

For the years 1974 through 1978 at least nine claims were made alleging missed statute of limitations or other filing dates. A possible additional 13 claims may have alleged similar negligence. Research has revealed 44 known claims in the past five years. Additional claims may not be known because they were not listed on the questionnaires or not discovered because the coverage was placed through out-of-state brokers and written by international carriers not admitted to write in the State of Alaska.

DISCLAIMER

The information contained within the Bar Rag regarding coverage terms and premium costs is information furnished to the Self-Risk Management Committee by the named brokers and/or insurance carriers and/or Peter Norman. Each broker and carrier was given an opportunity to review information and to advise of errors or misrepresentations. The Bar Association, Board of Governors and committee members disclaim any and all responsibility for the accuracy of the information presented. The reader relies upon the information to his/her detriment at his/her own risk.

trust laws. The tax exemption issues would also be the responsibility of the Association.

Norman's proposal also mandates aggressive loss prevention/loss control programs to be administered by the Bar Association. See articles elsewhere in this issue of the Bar Rag for an explanation of these two programs.

Norman suggests that there are several advantages to the members if the Board of Governors adopts his proposal. The primary advantage is Bar Association control over attorney malpractice problems in Alaska. Through the mandatory loss prevention and loss control programs, both the extent of and type of claims would be under the continuous scrutiny and management of the Association.

Coverage Always Available

A second advantage proposed by Norman is that minimum coverage of \$25,000 would always be available to each privately practicing attorney

[continued on page 12]

Self Insurance Not Recommended

(continued from page 7)

in Alaska thereby eliminating the risk that any attorney would need to be without malpractice insurance either because the cost was too great or carriers refused to write coverage in Alaska for that attorney.

Finally, Norman points to an annual premium of \$700 per year per attorney for \$100,000 coverage as a lower cost policy than what is available from the insurance carriers willing to write \$100,000 levels of coverage in Alaska for attorneys.

After spending a year studying the current malpractice insurance market and the Norman self-insurance proposal, the Self-Risk Management Committee is unanimous in not recommending that the Alaska Bar Association self insure its members for malpractice claims. The committee, comprised of Keith Brown, Charles Flynn, Roger Holmes, Karen Hunt, Ken Jarvi, Ron Kull and Donna Willard, found the following factors weighed against recommendation that the Bar adopt the Norman self-insurance program.

The program would have to be mandatory and exclusive malpractice coverage which would require that every member of the Bar Association who did any private practice for friends, family, etc. would have to

pay a premium and participate in the Fund.

The program would require the Bar Association to purchase a group deductible policy of \$25,000 per member from an insurance carrier. Oregon, with a membership of over 5,000 lawyers, has been unable to purchase such coverage although it has a group deductible of \$100,000.

Although the Association Fund would operate on the one hand as a group deductible in relationship to an insurance carrier, on the other hand the Bar Association would become an insurance carrier itself for the first \$25,000 of coverage thereby requiring it to either meet the minimum one million dollar capitalization requirement of the Insurance Code or to get statutory exemption from the Legislature.

Statutory Exemption

If statutory exemption were granted to the Bar Association by the Legislature, depending upon the scope of the exemption, the Fund could be subject to antitrust considerations. Because insurance companies are regulated by the insurance codes, they are exempt from antitrust legislation. If it is exempted from insurance code regulations, the Association becomes exposed to antitrust determinations particularly because to be economically feasible, the Fund must be mandatory and exclusive malpractice coverage for Alaska lawyers.

Also, if exempted from the code, individual attorneys lose the scope of Insurance Code protections developed for policyholders or regular insurance companies.

In order to avoid depleting the Fund in a single year when high damage claims are paid, re-insurance of the Fund must be obtained from the insurance market. Oregon has been unable to secure such coverage to date although it has over 5,000 attorneys participating at \$500 per attorney per year.

If re-insurance of the Fund cannot be obtained, the individual attorneys in Alaska in the private practice of law become subject to an additional assessment above the normal premium charge to cover the amounts necessary to pay the defense costs and damages incurred in one year. The defense costs for all claims up to the \$100,000 limit must be paid

by the Fund although it is liable only for the first \$25,000 in damages.

Costs to Association

Self-insurance requires the Bar Association to go into the insurance business which means incurring all of the policy writing, publishing and billing costs which would require the Association administration and Board of Governors to become experts in the insurance business.

Because the Fund would earn interest on the premium collected, tax liabilities will also be incurred by the Association. Bookkeeping, auditing and tax reporting costs would also have to be met from the premium charged. For merely \$25,000 of Fund provided coverage, these costs are uneconomical.

The premium for a \$2,500 individual deductible on every claim, \$22,500 Fund liability and \$75,000 carrier liability program is proposed at \$700 per lawyer. The sum of \$220 is the projected figure per member for the level of insurance from \$25,000 to \$100,000 with \$480 remaining in the Association Fund to pay all administrative costs, defense costs up to the \$100,000 limit and claims damages up to \$25,000 (minus the individual \$2,500 deductible). The cost is uneconomical when compared with the same limits and deductible from National Union Fire (\$720) or INAX (\$560) for attorneys with five or more years of experience. With less experience, the carriers' premiums are less.

The projected revenues collected for the fund for one year are \$399,000, calculated as follows.

750 private practice attorneys pay	\$480	\$336,000
100 part-time attorneys pay	\$480	= 48,000
150 judges and/or retired attorneys (not practicing law anywhere) pay	\$100	= 15,000
		\$399,000

The cost projections by Norman are as follows:

(a) Broker's fee for securing coverage from \$25,000 to \$100,000	\$25,000
(b) Norman's consulting fee (payable for two years)	25,000
(c) Administration cost for part-time secretary	8,000

(d) Accounting and office expenses	8,000
(e) Estimated adjusting and defense costs per year	100,000
(f) Maximum of six claims paid per year	136,200
	<u>\$302,200</u>

The committee considers these costs projections to be unrealistic because Norman is suggesting that actually to run the program, a part-time secretary paid \$8,000 a year, can be an expert able to run an insurance company and be a claims handler for active files.

Defense Costs Not Included

Secondly, the defense cost allocation permits only approximately \$17,000 per file for legal defense fees at \$75 per hour for six active claims per year. No defense costs are included in this breakdown. Last year, one claim settlement plus the defense costs and fees would have required more monies than the amount allotted for all claims and all defense costs for the entire year. Likewise, given that the known number of claims for the past two years have been double the projected number, the committee thinks that the estimate of only six claims per year is unrealistic.

The considerations discussed above were the major reasons for committee rejection of the Norman self-insurance proposal. The final determination of the committee is to recommend that INAX be the Bar-sponsored malpractice carrier for attorneys in Alaska.

The premium charge for equal coverage is less expensive than the self insurance proposal and offers coverage options up to five million liability limits. Therefore, based upon availability of coverage and cost considerations, self-insurance was not, in the committee's opinion, economically necessary or feasible at this time.

Loss Control Program

(continued from page 7)

a bylaw change requiring the Association to present CLE seminars in every area of substantive law where two or more claims have been made. The Board of Governors should also strongly consider a proposal to the Supreme Court requiring attorneys who have a claim made against them to attend CLE in areas of substantive law where E & O is alleged.

4. The Board of Governors enact a bylaw change mandating the Association to present, as a part of the annual meeting, an annual update on current developments in the substantive areas of law.

E & O Insurance Programs Compared

AREA COVERED	PRESENT BAR-ENDORSED AMERICAN HOME (NATIONAL UNION FIRE)	INAX	NORMAN
INSURED	<p>Sole proprietors, partners of a partnership, stockholders or members of professional corporations or professional associations.</p> <p>Any lawyer who is an employee of the named insured.</p> <p>Any lawyer who was previously a named insured (other than sole proprietor) who terminated his relationship with the firm, but only for professional services rendered prior to termination. Changes in firm must be reported to company within 30 days. For additional charge, paralegals, law clerks, abstractors and investigators may be covered.</p>	<p>The named insured and predecessor firms; any partner, officer, director, stockholder, or employed lawyer of the named insured or lawyer who, during policy period becomes such: any former partner, officer, director, stockholder, or employed lawyer acting in his professional capacity on behalf of the named insured; the heirs, executors, administrators, and legal representatives of each insured in the event of death, incapacity, or bankruptcy. The lawyer is covered for acts or omissions of his non-attorney staff without additional charge; however, they are not "additional insureds."</p>	<p>Mandatory participation required as a condition to maintain an active license to practice law in Alaska except for the following:</p> <ol style="list-style-type: none"> 1) Attorneys elected or employed exclusively on a full-time basis by a governmental entity. 2) Attorneys employed exclusively on a full-time basis by a public or private corporation, association or other business entity except for a professional corporation whose business is the practice of law. 3) Attorneys employed by legal aid services corporations who are eligible for professional liability insurance through the National Legal Aid and Defenders Association. 4) Attorneys not engaged either full-time or part-time in the private practice of law in Alaska.
COVERAGE	<p>Covers claims arising out of acts or omissions of the insured and any other person for whom the insured is legally responsible for professional services rendered, or which should have been rendered in the insured's capacity as a lawyer.</p> <p>When the insured acts as a fiduciary, such services shall be deemed professional legal services but only to the extent that the insured would have been legally responsible in the usual attorney-client relationship as attorney for a fiduciary, except for any loss sustained by the insured as the beneficiary or distributee of any trust or estate. Libel, slander and malicious prosecution are excluded.</p>	<p>Claims first made against the defined insured for any act or omission in professional services rendered or which should have been rendered in the insured's capacity as a lawyer or Notary Public.</p> <p>When the insured acts in a fiduciary capacity, such services shall be deemed professional services but only to the extent that the insured would be legally responsible in the usual attorney/client relationship as attorney for a fiduciary except for any loss sustained by the insured as the beneficiary or distributee of any trust or estate. Claims for libel, slander and malicious prosecution (personal injury) arising out of the conduct of professional services of the insured as a lawyer or Notary Public.</p>	<p>Claims arising from any act or omission of the defined insured arising out of the performance or failure to perform professional services for others, in the insured's capacity as an attorney except that, the insured when acting in a fiduciary capacity, shall be covered only for acts or omissions in the usual attorney/client relationship. Unknown as to whether libel, slander and/or malicious prosecution are covered.</p>
DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS	<p>The company shall defend.</p> <p>Written consent of the insured before settlement. If the insured refuses to settle as recommended by the company and elects to contest the claim, company's liability shall not exceed the amount for which the company would have been liable at that time.</p> <p>Company shall not be obligated to pay any claim, claims expense, or continue defense after limits of liability have been exhausted.</p> <p>Claims expense included within limits of liability, and if limits are exhausted the company shall have the right to withdraw, tendering control of defense to the insured.</p>	<p>The company shall defend even if suit is groundless, false, or fraudulent; make such investigation and negotiation as it deems expedient; but written consent of the insured is required before the company can settle a claim. If consent is refused, applicable policy limits are still available.</p> <p>Defense costs are payable in addition to the limit of liability, however, in the event of payment of a claim in excess of the limit, the company shall pay such proportion of claim expenses as the amount of the limit of liability bears to the total amount paid to dispose of the claim.</p>	<p>The Bar Association shall defend even if allegations are groundless, false or fraudulent; but the Bar Association may make such investigation and, with the consent of the insured, such settlement of any claim or suit as it deems expedient; if the insured and Bar Association fail to agree on whether settlement shall be made then such issue shall be decided by an arbitrator being a member of the Alaska Bar Association appointed by the Chief Justice of the Supreme Court of Alaska whose decision shall be binding. Total defense costs are deducted from first \$25,000 layer including costs incurred for damages payable from \$75,000 layer.</p>
CLAIMS MADE FORM	<p>Applies to acts or omissions if claim is first made during the policy period or extended reporting period. Claim is first made if:</p> <ol style="list-style-type: none"> a) during the policy period or extended reporting period insured knows or becomes aware of a possible claim and gives written notice to the company; b) if payable claim is made, any additional claims brought subsequently to that policy year resulting from the same or related acts shall be considered part of the claim first made during the policy year. <p>A claim is considered first made when company first receives notice.</p>	<p>Applies to acts or omissions if claim is first made during the policy period or extended reporting period. Claim is first made if:</p> <ol style="list-style-type: none"> a) during the policy period or extended reporting period insured knows or becomes aware of a possible claim and gives written notice to the company; b) if payable claim is made, any additional claims brought subsequently to that policy year resulting from the same or related acts shall be considered part of the claim first made during the policy year. <p>A claim is considered first made when company first receives notice.</p>	<p>Applies to claims first made during policy period if insured first knows or becomes aware of claim or possible claims and gives written notice to the Bar Association during such period.</p>
PRIOR ACTS	<p>Prior acts included if the insured did not know nor could have foreseen a possible claim before effective date of policy.</p> <p>If other valid and collectible insurance exists, this policy shall apply as excess with claims expense included in the limits of liability.</p>	<p>Prior acts covered if the insured had no knowledge, nor could have reasonably foreseen a possible claim before the beginning date of the policy when there is no other valid and collectible insurance applicable to the claim. If other valid and collectible insurance exists, this policy shall apply as excess.</p>	<p>Unlimited coverage if insured did not know and could not reasonably have foreseen claim prior to policy period and if no other insurance is applicable.</p>
POLICY PERIOD	<p>The period of time between the inception date and effective date of termination, expiration or cancellation of coverage, specifically excluding any extended reporting period.</p>	<p>The period from the effective date of the policy to the expiration date or earlier termination date, if any. Policies are issued for one year.</p>	<p>From the time when coverage has been effected through the Alaska Bar Association and for which a premium has been paid, until either the expiration date or until cancellation of coverage, whichever first occurs.</p>
TERRITORY	<p>Worldwide providing claim is made or suit is brought within the United States or Canada.</p>	<p>Worldwide.</p>	<p>Worldwide providing claim is made or suit is brought within the United States.</p>

EXTENDED REPORTING ENDORSEMENT (TAIL)

In cases of cancellation or non-renewal by either the insured or the company, the insured may purchase an endorsement providing an unlimited extended reporting period for claims which occurred prior to the termination of the policy period but which are first made in the extended reporting period. The insured shall pay a premium equal to 225% of the last annual premium. A three year limited tail is available at 100% last annual premium. A six year limited tail is available at 150% last annual premium. Premiums may be paid in installment.

Unlimited extended reporting endorsement is available to the insured for 225% of the last annual premium in the event of cancellation or nonrenewal by the company of the insured. Covers claims which arise during the policy period but are reported during the extended reporting period. Payment of the additional premium is due within 30 days of the termination.

For an annual charge of \$100 unlimited tail is available. Because coverage is mandatory for all active members of the Bar Association in full or part-time private practice, tail is available only to members who cease practicing law or change to judicial status.

LIMITS OF LIABILITY

Claims expenses are included within the limits of liability. All claims expenses shall first be subtracted from the limits of liability with the remainder being the amount available to pay money damages. The first limit is applicable to all claims and expenses arising out of the same or related professional services without regard to the number of claims. The aggregate limit is available for all claims made in a policy period. Deductible applies only once during policy period regardless of number of claims during same period.

Claims expenses are not deducted from limits of liability. The "aggregate" amount is limit for all claims made during each policy year or last policy year plus extended reporting endorsement if purchased regardless number of lawyers in firm. Deductible is subtracted from total amount of damages and claims expenses paid and company is liable only for difference. Deductible is applicable to each claim made during policy period regardless of number of claims made during same period.

\$100,000 per occurrence includes \$2,500 deductible and the \$75,000 liability limit obtained by Bar Association from private insurance carrier for all damages arising out of all acts or omissions in connection with the same professional services regardless of the number of claims or claimants, and regardless of the number of certificates that have been issued to the partnership or corporation, its members or employees against who claim or claims are being made. Deductible is paid per claim.

CLAIMS EXPENSE

Fees charged by attorney(s) designated by the company. All other fees, costs, and expenses resulting from the investigation, adjustment, defense and appeal of claim if incurred by the company or by the insured with written consent of the company. Does not include salary charges of regular employees or officials of the company. Deductible applies to these expenses.

Legal expenses arising from the defense of any claim, including attorney's fees, arbitrator's fees, court costs, expert's fees, and costs incurred in connection with the attendance of witnesses at a trial or arbitration proceedings. The deductible applies to these expenses.

All adjusting costs and fees, defense costs and fees are borne by the self-insurance fund of the Bar Association.

The cost of investigation and adjustment of claims by salaried employees of the company (including attorneys) and fee adjusters shall be borne by the company.

EXCLUSIONS

1. Criminal or malicious acts.
2. Deliberate, dishonest or fraudulent acts.
3. Employer's claim against salaried employee.
4. Bodily injury or property damage.
5. Insured's activities as officer, director of any employee trust, charitable organization, corporation, company or business other than that of the named insured.
6. Punitive or exemplary damages.
7. Claim arising out of any other business enterprise owned, controlled or managed by the insured, including property.
8. Prior acts if the insured knew or could have reasonably foreseen a possible claim before effective date of policy.
9. Standard Nuclear Energy Liability Exclusion.
10. Libel, slander and malicious prosecution.

1. Criminal, or malicious acts.
2. Deliberate, dishonest or fraudulent acts.
3. Claims arising out of any other business enterprise owned, controlled or managed by the insured including property.
4. Insured's activities solely as a partner, officer, director, or stockholder of any firm or corporation not named in the declarations.
5. Bodily injury, sickness, disease, death or property damage.
6. Insured's activities as a public official or as an employee of a governmental body, subdivision, or agency thereof.
7. Standard Nuclear Energy Liability exclusion.
8. To discrimination by the insured on the basis of race, creed, age, or sex.
9. Lawyers who practice patent/copyright law for over 51% of total practice.
10. Lawyers who practice entertainment law for over 16% of total practice.
11. Lawyers who practice title/abstracting law for over 76% of total practice.
12. Punitive damages are not specifically excluded, but all intentional acts are excluded which may lead to coverage questions.

- 1) Any dishonest, fraudulent, criminal or malicious act or omission of any insured.
- 2) To any claim made by an employer against an insured who is a salaried employee of such employer.
- 3) Bodily injury to, or sickness, disease or death of any person, or to injury to or destruction of any tangible property, including the loss of use thereof; unless arising out of the performance of professional services, which is covered hereunder.
- 4) Acts or omissions committed prior to the policy period if the insured on the effective date of this policy had knowledge that such acts or omissions might be expected to be the basis of a claim or suit.
- 5) Conduct of any business enterprise owned by the insured or in which the insured is a partner, or which is controlled, operated or managed by the insured, either individually or in a fiduciary capacity, including the ownership, maintenance or use of any property in connection therewith.
- 6) Any punitive or exemplary damages.

WAIVER OF EXCLUSION AND BREACH OF CONDITIONS

Coverage is provided for the "innocent partner." If a dishonest, fraudulent, malicious or criminal act is committed without the personal knowledge or personal acquiescence of other named insureds or personal passivity after acquiring such knowledge.

Coverage is also provided to the "innocent partner" relating to the giving of notice to the company with respect to which any other insured is in default.

After receiving knowledge, the insured will comply with such condition promptly.

Coverage is provided for the "innocent partner." If a dishonest, fraudulent, malicious or criminal act is committed without the personal knowledge or personal acquiescence of other named insureds or personal passivity after acquiring such knowledge.

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Coverage is also provided to the "innocent partner" relating to the giving of notice to the company with respect to which any other insured is in default.

After receiving knowledge, the insured will comply with such condition promptly.

OTHER INSURANCE

If the insured has other applicable insurance, the company shall respond pro rata. With respect to prior acts coverage, the insurance will only apply as excess over any other valid and collectible insurance and shall then apply only in the amount by which the applicable limits of this policy exceeds the sum of applicable limits of all other insurance. If this policy is treated as excess, any claims expense allowed shall be included in the limit of liability.

With respect to prior acts coverage, the insurance will only apply as excess over any other valid and collectible insurance and shall then apply only in the amount by which the applicable limits of this policy exceeds the sum of applicable limits of all other insurance.

If the insured has other insurance against a loss covered by this policy, except insurance specifically arranged to apply as excess over the insurance provided by this policy, the insurance hereunder shall apply only as excess insurance over any other valid and collectible insurance and shall not be called upon in contribution.

CONFORMANCE TO STATE STATUTES

No such provision.

Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

Terms of this policy in conflict with Alaska Statutes are hereby amended to conform to such statutes.

MAXIMUM LIMITS AVAILABLE

\$1,000,000/\$1,000,000

\$5,000,000/\$5,000,000

\$100,000/\$100,000

[continued on page 10]

NOTICE OF CLAIM OR SUIT

As soon as the insured becomes aware of any act or omission which would reasonably be expected to be the basis of a claim or suit covered by the policy, written notice shall be given to the company as soon as practicable together with the fullest information obtainable.

If claim is made or suit is brought, all documents shall immediately be forwarded to the company.

If during the policy period or the extended reporting period, the company receives written notice of any act or omission which could be expected to give rise to a claim, any claim which subsequently arises shall be considered to be a claim reported during the policy year when written notice was received.

During the policy period or the extended discovery period, the company shall be given written notice of any act, error or omission which could reasonably be expected to give rise to a claim against the insured under this policy. Any claim which subsequently arises out of such act, error or omission shall be considered to be a claim reported during the policy year or extended discovery period in which the written notice was received.

Upon the insured or the named insured becoming aware of any act or omission which might reasonably be expected to be the basis of a claim or suit covered herein, written notice shall be given by or on behalf of the insured to the Bar Association as soon as practicable. If claim is made or suit is brought against the insured, the insured shall immediately forward to the Bar Association every demand, notice, summons or other process received by him or his representative.

ASSISTANCE AND CO-OPERATION OF THE INSURED

The insured shall cooperate with the company and upon request, assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any insured who may be liable to the insured.

The insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense.

The insured shall cooperate with the company and upon request, assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization other than an employee of any insured who may be liable to the insured.

The insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense.

The insured shall cooperate with the Bar Association and, upon the Association's request assist in making settlements, in the conduct of suits, and in enforcing any right of contribution or indemnity against any person or organization other than an employee or any insurer who may be liable to the insured because of acts or omissions with respect to whom insurance is afforded under this policy, and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses.

SUBROGATIONS

The company shall be subrogated to all the insured's rights of recovery against any person or organization other than an employee of an insured.

The insured shall assist however necessary to secure such rights and do nothing after the loss to prejudice them.

The company shall be subrogated to all the insured's rights of recovery against any person or organization other than an employee of an insured.

The insured shall assist however necessary to secure such rights and do nothing after the loss to prejudice them.

In the event of any payment under this policy, the Bar Association shall be subrogated to all insured's rights of recovery therefore against any person or organization other than (i) an employee of any insured, (ii) an employee or member of any insured partnership, (iii) any corporation or an employee or member of any corporation owned by the insured but only with respect to services in connection with the practice of law, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

ASSIGNMENT

The interest hereunder of any insured is not assignable. If the insured shall die or be adjudged incompetent, this policy shall cover the insured's legal representative.

The interest of the insured shall not be assignable. In the event of the death or incompetency of the insured, this policy shall cover the insured's legal representative as an insured as respects any liability previously incurred and covered by this policy.

The interest hereunder of any insured is not assignable. If the insured shall die, be adjudged incapable of managing his affairs or become bankrupt or insolvent, this policy shall cover the insured's legal representative as an insured with respect to acts or omissions covered by this policy. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the insurer of any of its obligations hereunder.

CANCELLATION

The insured may cancel by surrendering the policy or by giving written notice stating when cancellation should be effective. Return premium shall be computed short rate.

The company must give 30 day written notice of cancellation.

Return premium shall be computed pro rata.

The insured may cancel by surrendering the policy or by giving written notice stating when cancellation should be effective. Return premium shall be computed short rate.

The company must give 30 day written notice of cancellation.

Return premium shall be computed pro rata.

First \$25,000 level of insurance through the Bar Association is mandatory and exclusive. Cancellation by individual member and/or Bar Association not permitted. Second level of insurance covering claims in excess of \$25,000 up to \$100,000 limit will be subject to cancellation by carrier and/or Bar Association as per terms of the agreement entered into.

CLE DISCOUNTS

5% if premium in excess of \$1,000 or individual participates in Bar Approved CLE. 10% if premium in excess of \$1,000 and individual participates in Bar Approved CLE. 15% if premium in excess of \$5,000 and 50% or more of firm members participate in Bar Approved CLE.

None.

None.

LOSS PREVENTION PROGRAM

None.

In-house loss prevention program which provides at least two law office management seminars per year at company expense. Program includes expert speakers, video and brochures. Mandatory participation by Association; does not require attendance by policy holders however.

Mandatory loss prevention and loss control programs both as explained elsewhere in Bar Rag this issue.

RULE OF ATTORNEY FEES

Covered by policy. No endorsement necessary.

Covered by policy. No endorsement necessary.

Unknown.

BROKER

Clary Insurance Agency.

Dougan, Eader, Reynolds, and Wheller

None selected to date.

E & O Insurance Premium Information

AMERICAN HOME PRESENT PREMIUMS

Deductible	Limit	No Prior Exposure	1 Year Prior Exposure	2 Years Prior Exposure	3 Years Prior Exposure	4 Years Prior Exposure	5 years or more Prior Exposure
- 0 -	100,000/	400	540	630	720	810	900
1,000	300,000	320	432	504	576	648	720
2,500		300	370	441	504	567	630
10,000		260	351	410	468	527	585
25,000		200	270	315	360	405	450
50,000		160	216	252	288	324	360
100,000		80	108	126	144	162	180
- 0 -	200,000/	500	675	780	900	1011	1125
1,000	600,000	420	567	667	756	851	945
2,500		400	540	630	720	810	900
5,000		380	513	599	684	770	855
10,000		360	486	567	648	729	810
25,000		300	405	473	540	608	675
50,000		260	351	410	468	527	585
100,000		180	243	284	324	365	405
- 0 -	500,000/	600	810	945	1080	1215	1350
1,000	500,000	520	702	819	936	1053	1170
2,500		500	675	780	900	1011	1125
5,000		480	648	756	864	972	1080
10,000		460	621	729	828	932	1031
25,000		400	540	630	720	810	900
50,000		360	486	567	648	729	810
100,000		280	378	441	504	567	630
- 0 -	1 million/	700	945	1103	1260	1418	1575
1,000	1 million	620	837	977	1116	1256	1395
2,500		600	810	945	1080	1215	1350
5,000		580	783	914	1044	1175	1305
10,000		560	756	882	1008	1134	1260
25,000		500	675	780	900	1011	1125
50,000		460	621	725	820	912	1015
100,000		380	513	599	684	770	855

- 1) No surcharges applied to any type practice.
- 2) CLE deduction: Deduct 5% if premium over \$1000 or individual participates in CLE
Deduct 10% if premium over \$1000 and individual participates in CLE
Deduct 15% if premium over \$5000 and at least 50% of firm participates in CLE.
- 3) To cover paralegals, law clerks, abstractors and investigators, add 50% of lawyers' average annual rate to total firm rate. (e.g. in a ten person firm, take average years of experience of lawyers, find premium rate applicable to that experience and add 50% of that charge to total firm premium.)
- 4) Broker has binding authority unless applicant has had three or more claims in five years of practice.
- 5) Company requires that coverage under one policy be purchased for all attorneys who share space, staff and/or otherwise give appearances of an existing partnership.

INAX PROPOSED PREMIUMS **

Deductible *	Limit	No Prior Exposure	1 Year Prior Exposure	2 Years Prior Actx Exposure	3 Years Prior Exposure	4 Years Prior Exposure	5 Years or More Prior Exposure
\$1000 (Minimum)	100,000/ 100,000	400 (base)	440	480	520	560	600
	250,000/ 250,000	560	600	640	680	720	760
	500,000/ 500,000	640	680	720	760	800	840
	1,000,000/ 1,000,000	720	760	800	840	880	920
	2,000,000/ 2,000,000	1000	1040	1080	1120	1160	1200
	3,000,000/ 3,000,000	1180	1220	1260	1300	1340	1380
	4,000,000/ 4,000,000	1332	1372	1412	1452	1492	1532
	5,000,000/ 5,000,000	1440	1480	1520	1560	1600	1640

* For \$2500 deductible subtract \$40 from the rate applicable to the number of years in practice and the limits wanted. For \$5000 deductible subtract \$60 from the rate applicable to the number of years in practice and the limits wanted. For \$10000 deductible subtract \$80 from the rate applicable to the number of years in practice and the limits wanted. For \$25000 and higher, application must be submitted to underwriters for rate determination.

- ** Surcharges on some types of practice
1. BI-Plaintiff: If 50 to 75% of total practice add \$60 to applicable rate.
 2. BI-Plaintiff: If 76 to 100% of total practice add \$100 to applicable rate.
 3. Patent/Copywrite: If 25 to 50% of total practice add \$100 to applicable rate (if more, coverage unavailable).
 4. Real Estate: If 50 to 75% of total practice add \$60 to applicable rate.
 5. Real Estate: If 76 to 100% of total practice add \$100 to applicable rate.
 6. Entertainment: If 1 to 15% of total practice add \$40 to applicable rate (if more, coverage unavailable).
 7. Title/Abstracting: If 50 to 75% add \$100 to applicable rate (if more, coverage unavailable).
 8. SEC: Submit to underwriting because modification factors will vary depending on nature of practice.
 9. \$200 is maximum amount that can be added to applicable rate regardless of number of modification factors applicable to applicant.

Deductions possible:

1. If using a computerized system of docket control deduct \$60 from applicable rate.
2. If law firm has over 25 lawyers \$80 deduction from applicable rate may be available depending on length of establishment, loss experience and type of practice.

1. Paralegals, law clerks and secretarial staff are covered without additional charge.
2. Broker has binding authority unless applicant has SEC practice.
3. Company requires that coverage under one policy be purchased for all attorneys who share space, staff and/or otherwise give appearance of an existing partnership.

ALASKA BAR ASSOCIATION SELF-INSURANCE PREMIUMS

Deductible	Limit	Premium regardless of years in practice or prior claims
\$2500	100,000/100,000 *	\$100 } full-time or part-time private practice } (\$720 paid to insurance carrier; \$480 paid to Bar Association)

* Of this limit, the individual attorney is responsible for \$2,500 payable for claims and/or expenses. the Alaska Bar Association is responsible for \$22,500 payable for claims and/or expenses. an insurance carrier will be responsible for \$75,000 payable for claims and for stop-gap re-insurance for the Bar Association fund.

- 1) At inception, no surcharge is added for prior claims, type of practice or law clerks, secretarial staff or paralegals.

F
Committee Reports

W. EUGENE GUESS, 1932-1978

ROBERT C. ELY
JOSEPH RUDD
THEODORE E. FLEISCHER
FRANCIS E. SMITH, JR.
HERBERT BERKOWITZ
MICHAEL G. BRIGGS
AVID H. BUNDY
ARRIS SAXON
HILLIP J. EIDE
GARY A. ZIPKIN
JOSEPH M. WILSON
PAUL DESTEFANO
GENE R. NICHOL
ROBERT H. WOLFE
LOUIS R. VEERMAN
CLIFFORD W. HOLTZ
JOHN FOSTER

LAW OFFICES OF
ELY, GUESS & RUDD

A PROFESSIONAL CORPORATION
510 L STREET
ANCHORAGE, ALASKA 99501
CABLE ADDRESS: "NORTHACRE"
TELEX [090] 25-292
TELECOPIER [907] 279-8354
TELEPHONE [907] 276-5121

JUNEAU OFFICE
SUITE A
MENDENHALL BUILDING
JUNEAU, ALASKA 99801
TELEX [099] 45-365
TELEPHONE [907] 586-3210

NORMAN C. GORSUCH
STEPHEN J. PEARSON
GORDON E. EVANS
MONTE L. BRICE

JOSEPH A. McLEAN
OF COUNSEL

May 8, 1979

RECEIVED
MAY 8 1979
ALASKA BAR ASSOCIATION

Donna C. Willara
President-Elect
Alaska Bar Association
P. O. Box 279
Anchorage, Alaska 99510

Re: Statutes, By-Laws & Rules Committee

Dear Donna:

In response to your letter of April 19, 1979, this letter will constitute an annual report of the above committee.

During the past year, this committee has been engaged in consideration and drafting of proposed amendments to the Association's by-laws and to the Bar Rules. Principal projects included revisions to the discipline rules, which were adopted by the Supreme Court earlier this year, and the drafting of a definition of "the practice of law".

The committee's work generally is assigned to it by the Board, or the Executive Director, and the projects are routed through the chairman of the committee to various committee members. The committee's proposals are then sent to the Board for its consideration and review.

I would anticipate that the work of the committee during the next year will be conducted along the same lines as previously, although various members of the committee may wish to originate projects of their own.

Very truly yours,

David H. Bundy

DHB:gm

MAY 4 1979

Richmond, Willoughby & Willard

TAXATION COMMITTEE ANNUAL REPORT FOR 1979

In late 1978, the Board of Governors of the Alaska Bar Association approved the formation of a Taxation Committee, and appointed the initial membership of the committee. Subsequently, on January 18, 1979, the Taxation Committee held its organizational meeting. The membership discussed the goals of the committee, and created the following subcommittees:

(1) Legislative Subcommittee. The four members of this committee (representing Anchorage, Fairbanks and Juneau) will attempt to keep a constant monitoring upon tax and tax-related legislation which is before the legislature. The Committee intends to review such legislation, and where appropriate, make recommendations to the legislature. In addition, we plan to recommend needed legislation in the tax area. We will work with the Taxation Committee of the CPA Society, and propose unified legislative recommendations, where possible. George Goerig and Ralph Duerre are Co-Chairmen of this subcommittee, and the other members are Franklin Fleeks and Steve Pearson.

In April, the Taxation Committee met and discussed tax legislation pending before the legislature in Juneau. The committee's conclusions and recommendations were subsequently drafted and sent to the Chairman of the Senate and House Finance Committees.

(2) New Tax Law Developments Subcommittee. The purpose of this subcommittee is to monitor new developments in the area of state taxation. This subcommittee will bring such developments before the Taxation Committee for general discussion. In addition, this subcommittee will coordinate the preparation of monthly tax articles which will be published in the Bar Rag. The purpose of the articles is to provide practical, useful tax information to the members of the Bar. William Van Doren and Bernard J. Dougherty are Co-Chairmen of this subcommittee, and all of the members of the Taxation Committee will work upon the projects of this subcommittee.

(3) Continuing Education and Public Education Subcommittee. This subcommittee will coordinate, organize and assist the presentation of continuing education programs in the field of taxation. In addition, this subcommittee will provide organization and personnel for the presentation of programs to the public relating to taxation matters. Peter Ginder is the Chairman of this subcommittee, and Stanley Reitman and David Shaftel are also members.

Page two

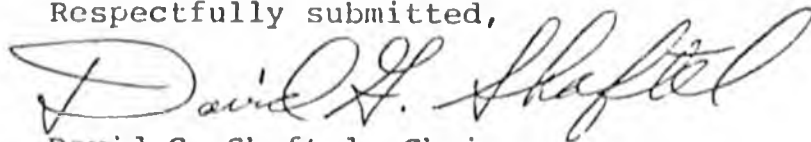
In addition to the above subcommittees, Stanley Reitman has agreed to serve as liason between the Tax Committee and the CPA Society, and has agreed to be the Law Library Resources representative.

The membership of the Taxation Committee for 1979 is:

Peter Bartlett	A. Fred Miller
Bernard J. Dougherty	Steve Pearson
(Vice Chairman)	Stanley H. Reitman
Anthony J. Doyle	David G. Shaftel
Ralph Duerre	(Chairman)
Franklin D. Fleeks	William Van Doren
Peter Ginder	Joseph A. Vittone
George F. Goerig	Thomas Yerbich
Bill Lawrence	

The Taxation Committee has monthly meetings on the second Friday of each month at the conference room of Cole, Hartig, Rhodes, Norman & Mahoney.

Respectfully submitted,



David G. Shaftel, Chairman

BERNARD P. KELLY
L. AMES LUCE

LAW OFFICES
KELLY & LUCE
A PROFESSIONAL CORPORATION
1015 WEST SEVENTH AVENUE
ANCHORAGE, ALASKA 99501
(907) 279-9571

KENAI OFFICE
HIGHLAND BUILDING
P. O. BOX 3762
KENAI, ALASKA 99611

May 8, 1979

✓ Kenneth O. Jarvi, Esq.
President, Board of Governors
Alaska Bar Association
Anchorage, Alaska 99501

Ms. Donna Willard
President Elect, Board of Governors
Alaska Bar Association
Anchorage, Alaska 99501

RECEIVED

MAY 9 1979

GARRETTSON & JARVI
ATTORNEYS AT LAW

Re: Tort Committee, Alaska Bar Association

Our Tort Committee has met three times this year, and as you know, we are one of the active forces behind having a lobbyist in Juneau. Attendant to that, Norman Gorsuch was hired by the State Bar. I have discussed with Mr. Gorsuch the legislative areas of concern and can report as follows:

1) That a bill which would reduce the civil liability of the State for highway road defects did not get out of its original committee of recommendation.

2) That the bad products liability bill that would set a short statute of limitations and curtail consumers' rights did not get out of committee of original referral. We will probably see this bill again, since there is a big push in the State of Washington, and that state may have passed a bill similar to that introduced here. I may have that information by the time of the Alaska Bar convention.

3) That no-fault auto liability insurance did not get out of its committee of original referral and it seems to have lost a lot of its appeal with the legislature.

4) That a bill to exempt gratuitous furnishers of alcoholic beverage from liability, according to my understanding, is still in committee and will not pass this year.

As you know, the legislature adjourned on Sunday, May 6, 1979.

We are told that hearings will be held this summer on the matter of Superior Court judgeships for Anchorage, and it seems to be agreed that we will get one Superior Court judge. Our Tort Committee

Kenneth O. Jarvi, Esq.
Ms. Donna Willard
May 8, 1979
Page Two

will probably try to fight for more - probably three Superior Court judgeships for the Third Judicial District.

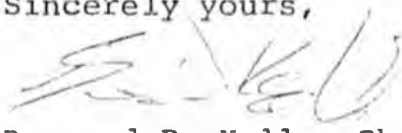
The intermediate Court of Appeals bill was defeated, but prospects for that bill also may be pretty good in the upcoming legislature.

We plan to hold one more meeting of our Tort Committee - if possible, before the State Bar convention - and I could report further at that time if you so desire. We would like to keep as much of our committee intact as possible, since we have a good working group.

We also recommend the lobbyist for next year, and we would like to remain active at the legislative level. I will try to keep a legislative file and note bills of concern that could be discussed with the Board of Governors for a position.

I hope this report is satisfactory and self-explanatory.

Sincerely yours,



Bernard P. Kelly, Chairman
Tort Committee

BPK:de

Judge ready for Circuit job

Alaska Supreme Court Justice Robert Boochever is looking forward to what he hopes is a new job on the Ninth Circuit Court of Appeals.

But Boochever, who is staying at his Anchorage condominium this weekend, said he will regret "the loss of association with the other Justices on the Alaska Supreme Court."

Like Fairbanks Chief Justice Ray Rabinowitz, Boochever maintains his main residence outside Anchorage and travels to Anchorage for Supreme Court sessions.

Boochever said he will retain one of his Alaska residences, probably his home in Juneau, and plans to visit the state periodically.

Sen. Ted Stevens announced the White House's decision to nominate Boochever for the San Francisco court Feb. 4.

Boochever's nomination will go to the Senate for approval once routine background checks have been completed. Senate approval is usually routine for appeals court judgeships.

If confirmed, Boochever will be the first Alaskan to serve on the appeal court.

"I'm looking forward to the challenge of getting more familiar with different laws and types of cases," the justice said.

"I expect to see more cases involving federal regulations and environmental issues" in the federal appeal court than in the Alaska Supreme Court.

Boochever, who has a reputation for being a strong supporter of the rights of privacy, said he expects to face different types of problems in the federal court.

The Alaska Constitution has a particular provision dealing with the right of privacy, while the United Constitution does not. Consequently the judge is dealing with inferred rights in federal cases.



BOOCHEVER

Random Potshots

"Can the Supreme Court Define the 'Practice of Law'?"

by John Havelock

On receiving his 25 year membership award at a September Bar lunch, Verne Martin recalled the circumstances of his first case. A dozen or so lawyers, the entire Anchorage Bar of the day, made a point of being on hand to congratulate Martin on his humiliation by a lay practitioner.

Willkey Jefferson, already a "living legend" 25 years ago, still enlarges his career. At perhaps its high point, Jefferson cost the Anchorage borough hundreds of thousands of dollars in legal defense expenses and costs of interest and bond sales disrupted by litigation. One might fairly ask "if the Bar couldn't put Willkey out of business, what is it doing asking the Supreme Court to adopt a definition of the "practice of law" reaching conduct far beyond Mr. Jefferson's busy practice?

Unfazed By Cannon

The Bar Association was evidently unfazed by Canon Three of the ABA Code of Professional Responsibility which recites, "It is neither necessary nor desirable to attempt the formulation of a single, specific definition of what constitutes the practice of law."

Perhaps the adoption of AS 08.08.230 brought this knotty task to the fore. There the legislature, while going out of its way to announce that its actions were founded on "the legislature's inherent power," criminalized the unlicensed practice of law "as that term is defined in the Alaska Bar Rules..." It may be that there is no prohibition on unauthorized practice until such a definition is promulgated. Take note Willkey imitators but first consult a lawyer.

Draft Ruminations

The Board of Governors approved a draft rule at the end of March of this year, a draft upon which the Supreme Court still ruminates.

It is not without its difficulties. One of the problems is that the same section of statute which calls for a definition excludes from the definition "the use of paralegal personnel as defined by the rules of the Alaska Supreme Court." How does one define the principle without also defining the exception?

The legislative action places in confusing juxtaposition two "inherent" powers. It makes sense that the power of courts should include, without specific constitutional recita-

tion, the power to control who may appear in courts, the conduct of parties and their representatives therein and closely related conduct outside the court having a major impact on the judicial forum. But, absent specific legislative authorization, what stretch of imagination and power allows the court to control the modalities used in transactional counseling?

Fiduciary Flimflam

There is a public interest in the control of various classes of fiduciary conduct. The giving of legal advice and the preparation of documents having legal effect may be activities which the legislature has a legitimate interest in controlling in the interest of consumer protection at least to the point where First Amendment rights take over. But does the court have a legislative power over such transactional management? It seems unlikely.

Claiming The World

Arguendo, the court may have an inherent interest in controlling the management of disputes which may clearly be heading for the courts. But of the sea of law which envelopes virtually all transactional activity in the modern era, pre-litigation disputes are but a small fraction. To claim an interest in the management of all transactions which could become disputes which could come to court is to claim a legislative power covering the entire world of human affairs.

Court claims to regulate the rendering of advice beyond the context of litigation are on soft ground. Is the ground firmed up by a delegation under "the legislature's inherent power?" The Court itself would probably say no. At least it said that in the Sabre Jet case when the court disclaimed power granted by the legislature to license liquor dealers.

Turf Tussles

With the integrated bar now under intensive review and lawyers' turf claims challenged on several fronts, the court today may be reluctant to move into an arena where it could end up with a legislatively bloodied nose. No inside knowledge is claimed, but it does not surprise this observer that the definition of the practice of law has been sitting in the Justices' in-basket for some time.

BOG Meets for Four Days in September

The Board of Governors of the Alaska Bar Association met in Anchorage, Alaska on September 6, 7, and 9, 1979. In addition to handling five bar examination matters and recommending to the Supreme Court disciplinary action in a matter before it as the Disciplinary Board the Board also heard reports from Nancy Gordon, CLE Committee Chair, Carolyn Jones, Legal Education Opportunities Committee and Mike Rubinstein, Executive Director of the Judicial Council.

The following actions were taken by the Board. Special committees on Specialization and Prepaid Legal Services were established to report to the Board in March, 1980 and report to the membership in June, 1980 at the Annual Meeting. A standing insurance committee was established and assigned the task of monitoring the Bar endorsed Professional Malpractice program and the Bar sponsored group health and life programs.

The proposal of Bill Erwin and Joe Kalamarides to prepare and write a Workmen's Compensation manual for members of the Alaska Bar Association was tentatively accepted by the Board. The Board considered budgeting \$5,000 in 1980 to pay for secretarial and manuscript preparation. Erwin and Kalamarides agreed to present a CLE program at which the manual would be distributed. They also agreed to present a CLE program at which the manual would be distributed. They agreed to present a budget to the Board in December.

The Board approved a line item budget procedure and determined that the budget for each year would be considered at the December meeting. By unanimous vote, the Board decided to publish for membership response an amendment to the By-laws of the association which would provide for the election of a Treasurer. In the interim, Pat Kennedy was selected to act as Fiscal Responsibility Officer until the Annual Meeting in 1980.

The Board adopted a policy requiring support staff evaluation in December for annual merit raises. To effectuate the policy, merit raises will be considered in December, 1979, which raises, if any, will be effective July 1, 1979 for the remainder of 1980.

Several rule changes were forwarded to the Supreme Court for its consideration. These changes make all time periods for Committee appointments consistent. The Board also approved an Association By-law change establishing an adjunct membership available to lawyers employed in the State of Alaska by the Federal Government and in-house Counsel. Without taking the Bar Exam, such attorneys can apply for

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