

Resolving the Cases that Keep You Awake at Night

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Do you recognize this house?



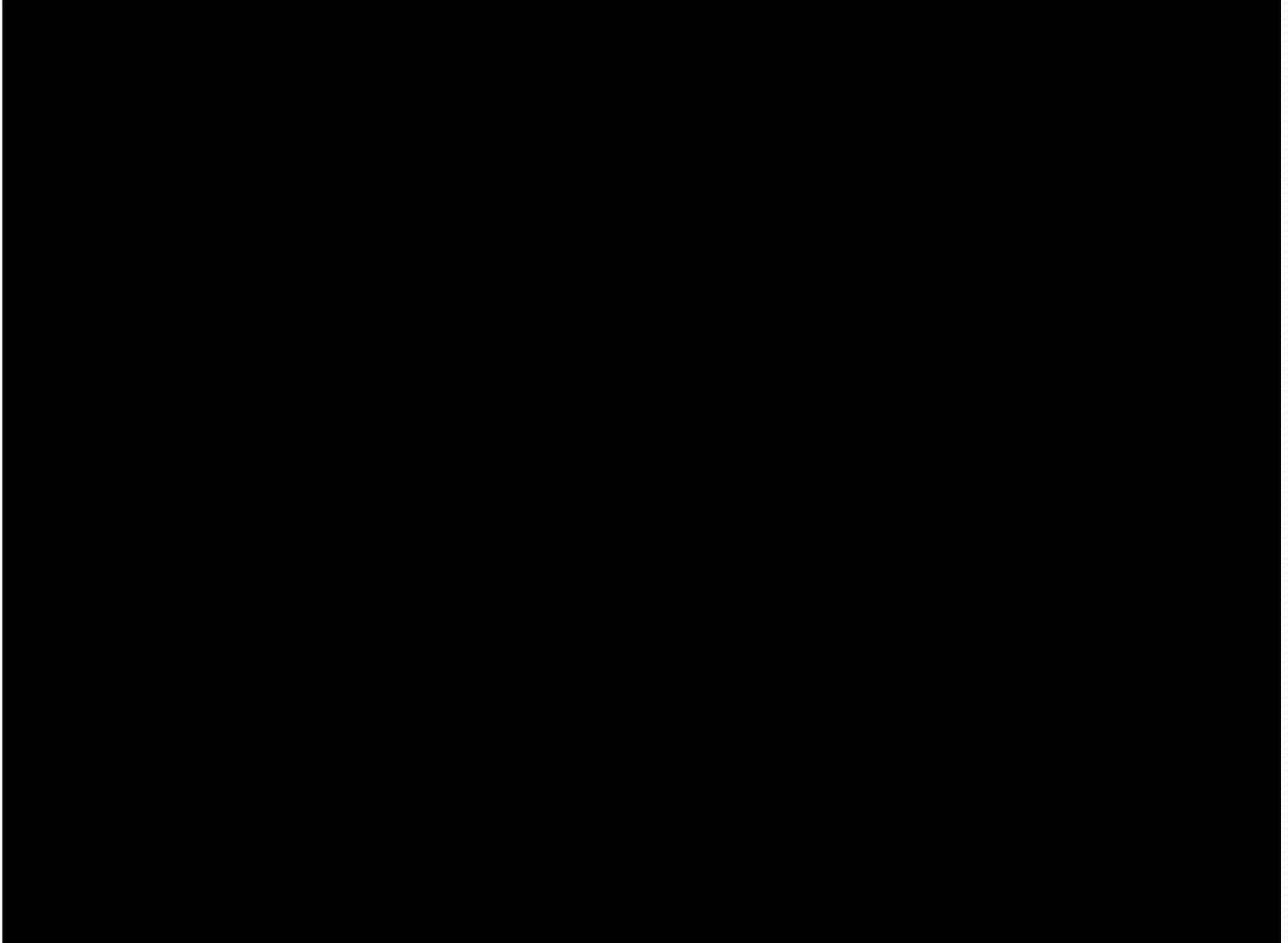
Do you know his name?



Do you remember
this sweet little girl?



Some people find furniture horrific.



Some people find
workers' compensation horrific.



Tamara Gordon v. US Foods Inc.

Verdicts & Settlements

■ \$704,825 SETTLEMENT

Combined settlements resolve injuries from auto accident

WORKERS COMPENSATION, THIRD-PARTY PERSONAL INJURY

■ **Background:** \$700,000 from a third-party liability settlement, \$195,000 from a workers' compensation settlement plus \$198,000 in additional temporary total disability benefits and waived right of subrogation or \$700,000 from a liability settlement and agreed to keep medical expenses open.

■ **Venue:** Division of Workers' Compensation.

■ **Case number/dates:** 05-02969/Order: 2/3, 2012.

■ **Administrative law judge:** John Forst.

■ **Plaintiff's experts:** Dr. David Raskas, St. Louis (orthopedic surgeon); David F. Winkler, Maryland Heights (internal medicine); Robert Gonzalez, St. Louis Hills (neurologist).

■ **Defendant's experts:** Dr. James J. Coyle, Green Grove, Mo. (orthopedic surgeon); James M. England, St. Louis (neurologist).

■ **Insurance carrier:** Basic Life Insurance Co., St. Louis insurance.

■ **Copies:** Tamara Gordon v. US Foods Inc.

■ **Plaintiff's attorney:** Dennis Clark Frayne, Law Offices of Dennis Clark Frayne, St. Louis.

■ **Defendant's attorney:** Kim Parks, Evans & Dixon, St. Louis.

BY DAVID BAUGHNER
Special to Missouri Lawyers Media

A lengthy workers' compensation and liability case resulting from an auto accident in St. Louis County settled through mediation for a combined total of more than \$700,000.

"She was on a snowy, icy, two-lane road in Wildwood," said Dennis Clark Frayne, who represented driver Tamara Gordon, a sales representative with US Foods. "Another car was going in the opposite direction. They ended up colliding. It was a he-said, she-said."

The plaintiff ultimately obtained a liability settlement of a half million dollars from the other driver's insurance.

"Normally, you would not settle that until the work comp case was settled," Frayne said. "But in this case, the statute of limitations was running and we either had to file suit or accept the policy limits, so we did."

The late 2005 accident resulted in six surgeries, including

a failed cervical fusion, in an attempt to treat the resulting neck and shoulder problems. By early 2009, the plaintiff was released by Dr. James Coyle at maximum medical improvement. At that point, Frayne said the employee cut off workers' compensation.

"The only thing was that [Dr. Coyle] did say she could use some pain management in the future," she said. "They did agree to keep paying for that."

However, Dr. David Raskas, who had done some of Gordon's earlier surgical work, disagreed.

"We sent her back to Dr. Raskas, who said no, she needs more surgery," Frayne said. "It was a battle of the experts."

Raskas did a fusion surgery in 2010 after the employer ceased authorizing treatment.

Complicating matters further was the plaintiff's application for Social Security disability benefits in February 2009, for which she was initially denied and then had multiple appeals.

The plaintiff's employer also had the right of subrogation against the net proceeds of the auto accident settlement, which totaled \$330,000 after attorney's fees.

Multiple attempts at settlement failed before a tentative agreement was reached early last year. But it later fell through because of complications from the plaintiff's Social Security appeal and the requirement for a Medicare set-aside fund, which would be needed if the employer did not leave the future medical expenses open.

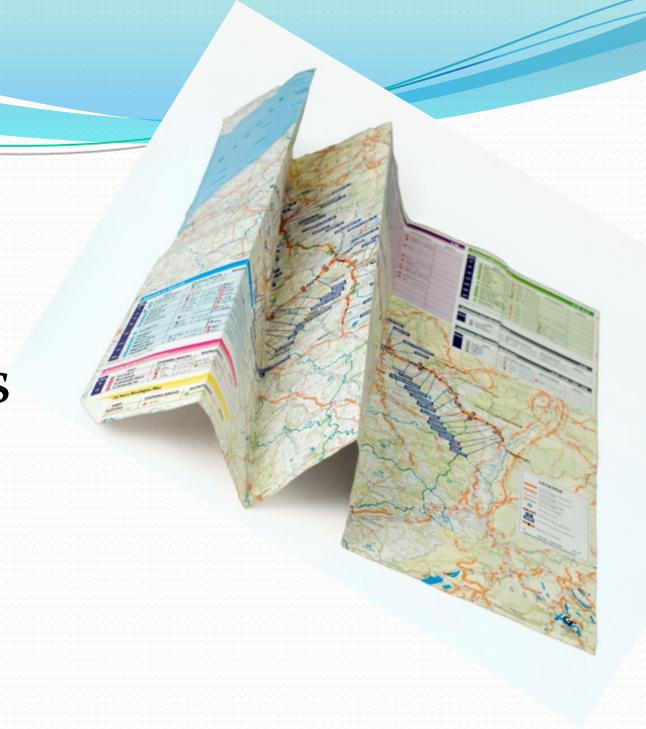
"It was very convoluted, very complicated by other things that were going on," Frayne said.

The plaintiff's Social Security appeal was finally resolved favorably in May 2012. Eventually, Frayne was able to get the employer to waive its right of subrogation to the \$330,000 and pay \$195,000 in additional money while leaving future medical expenses open. Nearly \$100,000 in temporary total disability was also part of the agreement, Frayne said.

Kim Parks, of Evans & Dixon, which represented the employer, declined to comment for this article. ■

Road Map

1. Donna's Nightmare: Gordon v. US Foods
2. Issues causing sleepless nights
 - a) Past conditionals
 - b) MSAs
 - c) Ruediger
3. How to get a better night's sleep
 - a) Many lawyers are not happy
 - b) Why?
 - c) What can be done?



Donna's Nightmare

Claimant suffered MVA on December 8, 2005. Both drivers denied liability and no police report was made.

Injuries suffered at her neck and left shoulder. Underwent six surgical procedures, hardware in, hardware out, three level cervical fusion. PPD claim turned into a PTD claim.

Claimant was released from care on January 27, 2009, and was recommended ongoing pain management. Employer authorized pain management and cut off TTD.

In February 2009, claimant applied for SSD and was denied. A separate law firm handled claimant's multiple appeals, which were also denied.

In the third party auto claim, Defendant driver may not have been acting within the course and scope of his employment, which affected the amount of insurance coverage available.

Donna's Nightmare

In March 2010, the auto insurance tendered its policy limits, \$500,000, just prior to the statute of limitations running. Plaintiff (claimant) accepted and co-counsel gave claimant \$55,000.

Net proceeds from the third party was \$330,000, to which employer had a right of subrogation. Employer refused to authorize other treatment than the pain management, so claimant sought treatment on her own...another cervical fusion in July 2010.

In February 2011, employer began a payment "holiday" based on its right to subrogation and stopped paying for pain management.

Settlement negotiations began but were complicated by several factors:

1. claimant made veiled threats of filing a Bar complaint
2. SSD appeal made approval of MSA not possible
3. Employer refused to waive its right to subrogation
4. Employer refused to leave future medical open.

Donna's Nightmare

May 2013, Claimant was awarded SSD benefits. Employer agreed to waive its subrogation right and leave future medical open. Employer agreed to pay \$195,000 in “new” money.

Including all benefits, the final settlement amount totaled \$704,825,00 plus open medical for life.

In Donna's words,

“The moral of this story is to NEVER EVER EVER NEVER EVER settle a third-party claim before the work comp claim is settled. The only way I got through the case was to never let her see my fear and got in her face multiple times.”

By the way...

Horror Movie Statistics

- Between 1995 and 2015
 - 426 movies considered Horror were made (average of 21.3 movies per year);
 - 1,281,046,294 tickets were sold;
 - And total box office sales grossed \$8,085,776, 382.



Issues Causing Sleepless Nights

- a) Resolving Past Conditional payments
- b) Obtaining an MSA, or not... defense counsel vote no!
- c) 3rd party settlements and the application of Ruediger

Road Map ... we're moving on.

1. Donna's Nightmare: Gordon v. US Foods

2. Issues causing sleepless nights

- a) Past conditionals
- b) MSAs
- c) Ruediger



1. How to get a better night's sleep

- a) Many lawyers are not happy
- b) Why?
- c) What can be done?

Legislative History

- July 30, 1965 Medicare is enacted.
- December 5, 1980 Omnibus Reconciliation Act, included Medicare Secondary Payer Act
- 1991 to 1998 Medicare paid 43 billion for workers' compensation related medical care.
- July 23, 2001 Parasher V. Patel Memo signaled the change.
- December 8, 2003 Medicare Prescription Drug and Modernization Act
- December 29, 2007 MMSEA, Medicare Medicaid SCHIP Extension Act
- January 10, 2013 SMART Act, Strengthening Medicare and Repaying Taxpayers Act

The Result of this legislation

- Past Liability: Conditional Payments
 - Recovery asserted by Medicare for conditional medical payments made by Medicare.
- Future Liability: Medicare Set-Asides
 - Medicare mechanism of having the parties protect Medicare's future interests through monetary fund designed to pay for claim-related Medicare covered medical expenses that occur post-settlement.

Determine Status of Past Conditionals

What is a Past Conditional payment?

A conditional payment is a payment previously made by Medicare for which another payer is claimed to be responsible. The payment is considered conditional because if a primary payer is identified, Medicare, the secondary payer, expects to be reimbursed.42 C.F.R. 411.21

Why is the Past Conditional payment important to know?

Pursuant to the MSP, all parties to the settlement are potentially liable to reimburse Medicare for past conditional payments made by Medicare for the claimant's claim-related treatment.

Past Conditional Payments

How do you discover whether there have been past conditional payments made?

1. You can write or call:
COBC at Medicare-Coordination of Benefits
(Coordination of Benefits Contractor)
P.O. Box 33847
Detroit, MI 48232-547
Telephone: 1-800-999-1118
Fax: 1-646-488-6762

2. MSPRC Web Portal (Medicare Secondary Payer Recovery Contractor)

The screenshot shows the Medicare Secondary Payer Recovery Portal (MSPRP) website. At the top left is the CMS logo (Centers for Medicare & Medicaid Services). To its right is the title "Medicare Secondary Payer Recovery Portal" and a photo of a smiling couple. Below the header is a green navigation bar with links: "About This Site", "CMS Links", "How To...", "Reference Materials", and "Contact Us". A "Skip Navigation" link is also present. The main content area is divided into two columns. The left column contains a "Welcome to the MSPRP" section with introductory text, a link to auxiliary aids information, an "MSPRP Message" section, and a "Getting Started" section with instructions for Medicare beneficiaries. At the bottom of this column are two buttons: "STEP 1 New Registration" and "STEP 2 Account Setup". The right column contains a "Sign in to your account" section with input fields for "User Name:" and "Password:", and links for "Forgot ID" and "Forgot Password". "Login" and "Clear" buttons are at the bottom of the sign-in section.

3. www.mymedicare.gov

Available to Medicare Beneficiaries to request case information.

Past Conditional Payments...

The Nightmare Begins

- Conditional Payment Letter, CPL

At any time during the course of the claim, parties may request an interim conditional payment letter, CPL, which lists payments to date. This letter does not constitute a demand for payment and no payment is due when this letter is received. This information is updated at least every 90 days after the initial CPL is issued.

- Payment Summary Form, PSF

The CPL includes a PSF, which is an individual listing of each payment claimed as recoverable including provider name, diagnosis code, period the payment covers, total charge, reimbursed amount and claimed conditional payment amount.

- Confirmation of no payments

The MSPRC will issue a blank Final Settlement Detail Document when Medicare conditional payments have not been made at the present time. (Note that even if no conditional payments have been made at this time, this will not be finalized until the final demand letter is filed).

Past Conditional Payments

After the worker's compensation claim has settled, notice of the settlement must be reported according to section 111 of the MMSEA.

- Conditional Payment Notice, CPN
 - The CPN is issued in lieu of the CPL and provides conditional payment information, advising the beneficiary what action must be taken. The CPN is issued because the MSPRC has been notified of the settlement, judgment, award or other payment through mandatory section 111 reporting.
- Final Settlement Detail Document
 - The blank Final Settlement Detail Document is then completed by the parties and sent to MSPRC. Thereafter, MSPRC will issue their Final Demand Letter, indicating the amount of recoupment MSPRC is seeking from the settlement, as well as advising the beneficiary of rights to request a waiver or appeal.
- MSPRC_NGHP
P.O. Box 138832
Oklahoma City, OK 73113

SMART Act

Strengthening Medicare and Repaying Taxpayers Act

enacted January 10, 2103

aka “Saving Me A Lot of Ridiculous Time Act”

1. Section 201 of the SMART Act requires CMS to issue a final demand for repayment of conditional payments before a settlement, judgment or award.
2. CMS issued an interim final rule which states it will create a conditional payment web portal which will roll out January 1, 2016.
3. Section 205 of the SMART Act provides for a three-year statute of limitations, which is effective the beginning July 10, 2013. Recovery efforts by CMS will run and be barred by the statute of limitations, three years after the date of receipt of notice of a settlement, judgment or award.

Example:

Nightmare on Diane's Street

I can tell you this story if and only if...

- 7 pending cases for one claimant resolved after 30 years of litigation.
- The oldest injury occurred on 6-8-1984 and the newest injury occurred on 8-6-2003.
- All cases settled July 2014.
- Both claimant's and employer's attorneys were in middle school when this case started!
- Issues involved PPD, past conditionals and future medical.
- Thankfully, all cases were accepted as compensable.
- Sadly, past conditionals were a nightmare!

Past Conditional Nightmare

7 Claims	DOI	CMS corr dated	Past conditional amount
1.	6/8/1984	6/29/2009	\$0.00
2.	6/18/1984	3/27/2012	\$0.00
		10/12/2012	\$3,632.58
3.	3/18/1985	11/28/2011	\$48,981.93
		2/7/2012	\$13,089.74
		10/23/2012	\$12,314.05
4.	10/8/1997	3/27/2012	\$0.00
		10/12/2012	\$1,133.07
5.	10/10/1997	11/9/2011	\$9,793.13
6.	5/16/2001	No correspondence received.	
7.	8/7/2003	10/12/2012	\$232.04
		12/27/12	\$0.00

MSPRC also sent lien letters on three other alleged dates of injuries, claiming \$21,467.97 due, but no claims of injuries were ever pled.

How did we resolve this nightmare?

7 Claims	DOI	Past conditional amount	
1. Low back	6/8/1984	\$0.00	
2. Low back	6/18/1984	\$3,632.58	Employer paid
3. R knee	3/18/1985	\$12,314.05	Left open for future medical
4. Low back	10/8/1997	\$1,133.07	Employer paid
5. Low back	10/10/1997	\$9,793.13	Left open for future medical
6. Low back and R knee	5/16/2001	\$0.00	
7. Low back and L knee	8/7/2003	\$0.00	Left open for future medical

Nightmare on Diane's Street

- Total past conditional lien amount due was \$26,872.83.
- The employer paid only \$4,765.65 and agreed to leave three cases open for future medical.
- The employer did this
 - 1. to avoid paying past conditionals in the largest cases;
 - 2. to avoid funding a MSA that was projected at \$35,712.00.

What if I don't resolve the Past Conditional Payments

1. Right of Recovery applies to ALL

Under MSP Medicare has a priority right of recovery from the primary payer, as well as, from parties in receipt of third-party payments such as a beneficiary, provider, supplier, physician, attorney, state agency or private insurer pursuant to 42 CFR 411.25 (g).

2. Recovery can include

- a) the claimed amount with or without reduction for procurement costs,
- b) full value of the workers' compensation settlement,
- c) or double the value of the claimed amount if not reimbursed within 60 days.

Road Map ... we're moving on.

1. Donna's Nightmare: Gordon v. US Foods

2. Issues causing sleepless nights

- a) Past conditionals
- b) **MSAs**
- c) Ruediger

3. How to get a better night's sleep

- a) Many lawyers are not happy
- b) Why?
- c) What can be done?



By the way...

Top 10 Horror Films of All Time

(Rolling Stone Readers' Poll, October 8, 2014)

10. Poltergeist (June 4, 1982)
9. The Thing (June 25, 1982)
8. Night of the Living Dead (October 1, 1968)
7. The Haunting (September 18, 1963)
6. Alien (May 25, 1979)
5. Texas Chainsaw Massacre (October 18, 1974)
4. Halloween (October 17, 1978)
3. Psycho (March 8, 1960)
2. The Shining (May 23, 1980)
1. The Exorcist (December 26, 1973)

Obtaining an MSA, or not...
I vote NO, but I'm defense counsel.



Obtaining an MSA or not....

- Medicare Set Aside, MSA
 - It is CMS' preferred method: to fund an account with money designed to provide for claimant's future medical needs that are related to the work injury.
 - There is no statute or regulation requiring any party obtain an MSA.

MSAs

- Workers' Compensation Medicare Set-Aside Arrangement (WCMSA) Reference Guide
 - The original is dated March 29, 2013
<http://www.cms.gov/Medicare/Coordination-of-Benefits-and-Recovery/Workers-Compensation-Medicare-Set-Aside-Arrangements/Downloads/March-29-2013-WCMSA-Reference-Guide-Version-13-copy.pdf>
 - The updated Reference Guide is dated November 6, 2013
<http://www.cms.gov/Medicare/Coordination-of-Benefits-and-Recovery/Workers-Compensation-Medicare-Set-Aside-Arrangements/Downloads/November-06-2013-WCMSA-Reference-Guide-Version-2.pdf>
 - The newest version of the Reference Guide is dated January 5, 2015
<http://www.cms.gov/Medicare/Coordination-of-Benefits-and-Recovery/Workers-Compensation-Medicare-Set-Aside-Arrangements/Downloads/WCMSA-Reference-Guide-Version-2-3.pdf>

As a side note:

Nightmare of the Acronym!

- MSPRC
- CMS
- MSA
- RRE
- COBC
- ORM
- MMSEA
- SCHIP
- HOIC
- MSP
- SMART
- CPL
- PSF
- CPN

What if I don't get my MSA approved?

- CMS is not bound by the amount proscribed in a non approved MSA.
- If there is an allocation of funds in the settlement agreement for future medical treatment, CMS may or may not agree the allocation adequately protects their interests.
- If the settlement stipulation reflects no allocation for future medical treatment, CMS will consider the settlement amount to be entirely for future medical treatment.

What if I don't get an MSA at all?

- Claimant may be refused medical treatment.
- Claimant's Social Security benefits may be affected or denied completely.
- Regarding CMS pursuing recovery, there is no clarity whether CMS's right to recovery also applies to payments made by Medicare after the settlement.

How to settle when MSA is an issue?

- 1. Do nothing. If claimant's attorney is not concerned with an MSA, nor should defense. The only time defense counsel should agree to obtain and fund an MSA is when: compensable, certain future treatment, claimant refuses to settle without.

2. Leave future medical open:
 - If the projected/approved MSA is huge, consider leaving future medical open.
 - There is always a risk in doing so, but based on the specific facts of your case, it may be a good calculated risk to leave future medical open.

- 3. Legal Zero MSA
 - In a completely denied case, request a legal zero MSA.
 - It is recommended that the total settlement amount should be considered nuisance or significantly compromised.
 - No medical expenses or indemnity benefits can be paid prior to settlement.

How to settle when MSA is an issue?

- 4. Trial on all issues:
 - In a strong denial, consider going to trial on all issues.
 - If you are successful in denying the compensability of the claim, you don't have to deal with past liabilities or future liabilities of Medicare.
- 5. Trial on future medical only:
 - In a weak denial, consider stipulating to all issues except future medical.
 - You may or may not be ordered to provide future medical treatment and if you are, you are in a no poorer position, but you limit your exposure by stipulating to PPD and TTD. If the case is determined compensable, you must still consider the past conditional payments made.

Nightmare for the employer or employee?



Road Map ... we're moving on.

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3rd Party Settlements

Ruediger v. Kallmeyer Brothers Service, 501 S.W.2d 56 (1973)

Question #1: What is the value of the third party settlement?

- What is gross amount?
- Are there insurance policy limits?
- What is net amount, after attorney's fees and costs?
- Are there any other reductions? Loss of consortium?

“In our opinion, Subsection 3 of s 287.150, requires the following method of calculation: (1) the expenses of the third party litigation should be deducted from the third party recovery.”

Example of net 3rd party value

- Gross 3rd party was \$730,000.
- Fees and costs are \$312,134.94.
- Total is \$417,865.06
- If 50% reduction for loss of consortium, there remains a total of \$208,932.53.

3rd Party Settlements

Question #2: What is the value of the employer's lien?

- Amounts paid in medical benefits
- Amounts paid in TTD/TPD
- Amounts paid in PPD/PTD
- Amount paid by the employer at the time of the third party recovery

“(2) the balance should be apportioned in the same ratio that the amount paid by the employer at the time of the third party recovery ...”

3rd Party Settlements

Question #3: Has the 3rd party case settled?

Isn't it obvious?



Again question #3:

So, has the 3rd party case settled?

287.150.3, “Whenever recovery against the third person is effected by the employee...”

“Effecting recovery,’ within the meaning of workers’ compensation subrogation statute addressing distribution of recovery, does not equal negotiating settlement; the word effecting means accomplishing, bringing to pass, completing, producing, carrying to completion, or consummating.” *Bi State Development Agency v. Gurley*, 101 S.W.3d 344 (Mo.App.E.D. 2003).

The settlement is “effected” when the moneys were actually paid over in settlement of the third party action...” *Liberty Mutual Insurance Company v. Borsari Tank Corp.*, 248 F.2d 277 (2nd Cir. 1957).

3rd Party Settlements

Question #4: Why does it matter that the 3rd party settled before or after the workers' compensation case settled?

- Compensation paid by employer prior to 3rd party settlement, subject to Ruediger calculation.
- Compensation owed by the employer after the 3rd party has settled, employer gets dollar for dollar credit.

Ruediger says:

- Compensation paid prior to 3rd party settlement:

The expenses of the third party litigation should be deducted from the third party recovery;

The balance should be apportioned in the same ratio that the amount paid by the employer at the time of the third party recovery bears to the total amount recovered from the third party.

- Compensation paid after 3rd party settlement:

The amount paid the employee should be treated as an advance payment on account of any future installments of compensation.

In a case such as presented here, the employee should be entitled to future compensation benefits in the event the amount paid him as an advance is exhausted under the provision of the statute.

Ruediger Calculation

Example #1, work comp case settled first

Divide the compensation paid	\$25,000
By the gross third party recovery	\$60,000
Giving a percentage figure of	.41666666%
Take gross recovery figure (#2 above)	\$60,000
Deduct expense of recovery (attorney's fees and costs)	\$36,000
Multiply this figure by the percentage (to eight decimals, per <i>Kerperien v. Lumbermen's Mutual Casualty Company</i> , 100 S.W. 3d. 778 (Mo. App. 2003))	.41666666%
Employer's/insurer's subrogation recovery interest	\$14,999.99

Ruediger Calculation

Example #2: 3rd party settled, work comp still open

Divide the compensation paid	\$157,735.17
By the gross third party recovery	\$725,000
Giving a percentage figure of	.2175657%
Take gross recovery figure (#2 above)	\$725,000
Deduct expense of recovery (attorney's fees and costs)	\$458,461.50
Multiply this figure by the percentage (to eight decimals, per <i>Kerperien v. Lumbermen's Mutual Casualty Company</i> , 100 S.W. 3d. 778 (Mo. App. 2003))	.2175657%
Employer's/insurer's subrogation recovery interest	\$99,745.49

Ruediger Calculation

Still Example #2: 3rd party settled, work comp still open

Net settlement of \$458,451.50 less employer's
Subrogation, leaves employee's share \$358,716.01

Which is considered an advance on any of
Employer's future installments, divide by weekly
Rate of \$599.96, equals a total of weeks 597.899

Divide the weeks by 52, years of employer TTD credit 11.498

The 3rd party settled 11-1-2005.

Employer has TTD pay holiday through 5-1-2015.

Ruediger Calculation

Example #3

Divide the compensation paid	\$406,053.00
By the gross third party recovery	\$300,000.00
Giving a percentage figure of	1.35351%
Take gross recovery figure (#2 above)	\$300,000.00
Deduct expense of recovery (attorney's fees and costs)	\$191,758.76
Multiply this figure by the percentage	1.35351%
Employer's/insurer's subrogation recovery interest	\$259,547.39

Pursuant to *McCormick v. Stewart Enterprises*, 916 SW.2d 219, (interpreting and cited recently by the Southern District Court of Appeals on July 15, 2013 in *Demore v. Demore*, 2013 WL 3548319 (Mo.App.S.D.)), if an award contemplates future compensation payments, settlement credit offsets future payments, not unpaid past benefits.

3rd Party Settlements

Question #5: What if Ruediger calculation produces seemingly ridiculous result?

- “We recognize that the statutory formula followed in this opinion is vulnerable to the charge that it is inequitable to the employee because it relieves the employer and insurer of ‘having to pay a portion of expenses based on the benefit to them of being saved future obligations’ However, we cannot read something into a statute that is not there. We urge the General Assembly to reexamine s 287.150.”
- Settling these 3rd party claims may not be in the claimant’s interests
- 1/3, 1/3, 1/3

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a) Many lawyers are not happy

b) Why?

c) What can be done?

Many Lawyers are Unhappy

- Of 28 occupations studied,
 - lawyers were the most likely to suffer depression,
 - 3.6 times more likely than average.

W.W. Eaton, J.C. Anthony , W. Mandel & R. Garrison, Occupations and the Prevalance of Major Depressive Disorder, 32 J. Occupational Med. 1079(1990).
- The legal profession ranks 4th for its high rate of suicide.

According to age-adjusted information provided to CNN by the Centers for Disease Control and Prevention.
- The top five are:
 1. Dentists
 2. Pharmacists
 3. Physicians
 4. Lawyers
 5. Engineers

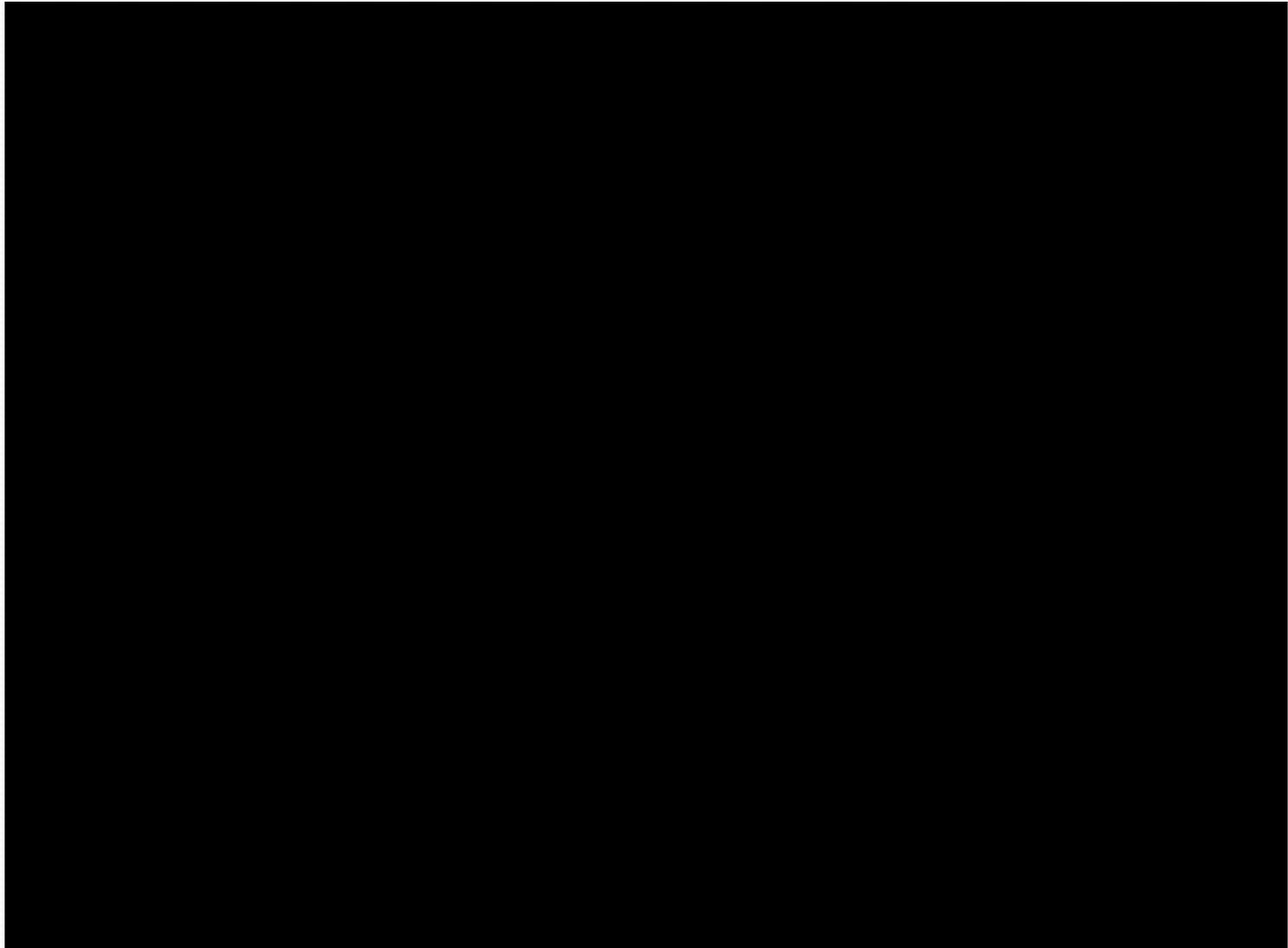
Many Lawyers are Unhappy

- Research indicated that attorneys are at a heightened risk to develop problems with substance abuse.
- International Journal of Law and Psychiatry reported
 - that the rate of problem drinking for attorneys was 18% compared to 10% in the general population.
 - Evidence suggests that individuals in the legal profession experience problems with substance abuse early in their careers and these problems worsen over time. 8% of prelaw students, 15% of 1Ls, 24% 3Ls and 26% of law grads.

Why are many lawyers unhappy?

- Some argue that while a lawyer's job is filled with action and excitement, it is also full of stress and anxiety.
- The thrill of a courtroom victory is tempered with looming burdens of next week's caseload and motion due dates.
- A lawyer's day may be filled with deadlines, client complaints and the pressure to succeed.
- Unlike a physician, where everyone in the operating room is on the same team, lawyers are amidst adversaries in every situation.

What is there to do about a lawyer's unhappiness?



MOLAP: Missouri Lawyers' Assistance Program

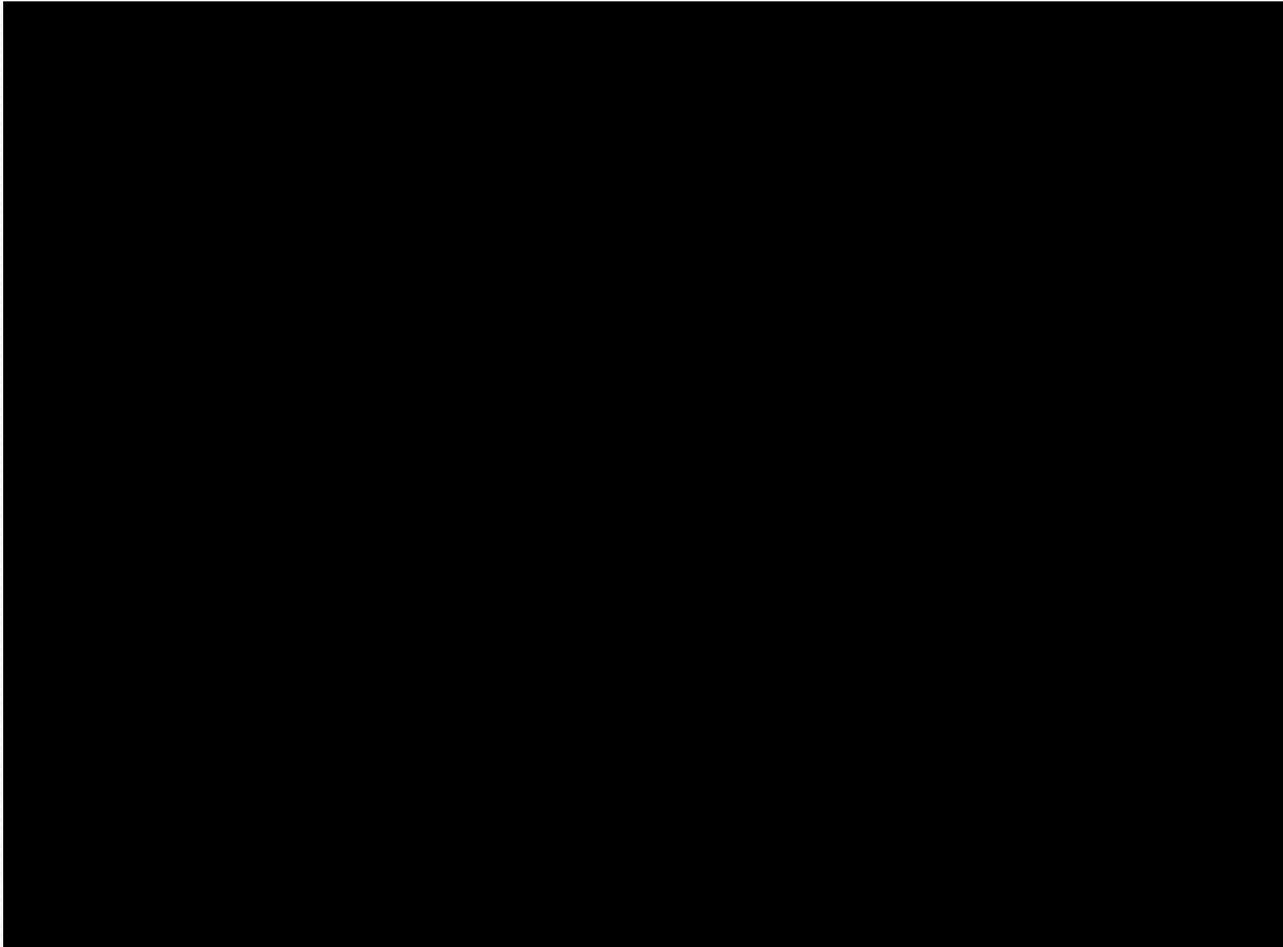
- **Counseling.** All Bar members have unlimited, 24/7 access by phone to a licensed clinical social worker (call (800) 688-7859). MOLAP also makes referrals to professional resources as indicated.
- **Crisis intervention.** MOLAP coordinates crisis intervention services for individuals and law firms.
- **Education and Prevention.** MOLAP offers educational programs and articles on topics such as stress, substance abuse, depression, and quality of life. In addition, a series of questionnaires helps members screen themselves for a variety of problems.
- All MOLAP services are free of charge and strictly confidential.



**Anne Chambers,
Director
Missouri Lawyers'
Assistance Program**

Don't be overwhelmed.

Be challenged. Try to find the humor in everything...including getting dressed. And if you need help, ask.



Resolving the Cases that Keep You Awake at Night

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