

# What We Know

## ARTICLES & INSIGHTS

### ABOUT THE AUTHOR



[Bettie Kelley Sousa](#) has been practicing law with Smith Debnam since becoming licensed in 1981. She has a wealth of experience in state and federal courts, including bankruptcy courts, at both trial and appellate levels. She represents mostly business owners and businesses --- large and small --- in a variety of matters, including contract review, drafting and disputes.

## Four Ways to Avoid Hiring a Lawyer...From a Lawyer!

March 20, 2019 | by

Yep, you read that right. I'm a lawyer, I've practiced for almost 38 years, and I want to share a few common sense tips for how you can avoid hiring me.

Our firm handles a variety of matters, for big corporations, for small businesses, and for individuals like you. We advise. We draft. We bring court cases and we defend cases brought by other lawyers. We've seen a lot. Here are my tips.

1. **Get insurance.** One of the best ways to avoid hiring a lawyer is to pay for sufficient insurance coverage for things that might result in a claim against you, or your losses if the wrongdoer doesn't have coverage. You have a wreck. The cops say it's your fault. Lots of damaged vehicles. Someone had to go to the hospital. Oh boy. Guess what? Your insurer pays for your lawyer! And, if it isn't your fault, and the real culprit has no coverage or too little coverage, your own insurance company will cover your losses beyond your policy's limits if you have purchased uninsured and underinsured coverage. I recommend you also get an umbrella policy, to provide another level of coverage for claims against you after your regular coverage is used up. Another type of coverage, renters' insurance, helps to pay for your belongings if you are a renter and, say, your apartment gets smoke damage from the grease fire next door, ruining all your stuff. Get a free estimate of how much various coverage and types of insurance will cost you.
2. **Think before signing a non-compete!** Non-competes may be hard to defeat if you get sued. But, if you want a job, you may have to sign one of these employment agreements that limit or prohibit your next job. For the most part, whether the agreement — on its face — will be upheld will depend on how it's worded, how broad the restrictions on you are, and the judge who might be assessing it. Some companies rarely enforce their non-competes. Others threaten to do so, but don't follow through. And, some companies might want to use YOU as an example to keep other employees from jumping ship and swimming to a competitor. So, what's my tip? E-mails. [A lawyer reading this will say the emails wouldn't be admissible in court, and she might be right. But, your goal is to not get sued and not have to hire a lawyer.] Consider the effect of these emails exchanged at the time you were being offered the job?

**YOU:** "Cindy, I'm just not sure about this offer. The non-compete looks

*like I'd have to move to Timbuktu for 2 years if I left and got a job with most companies where my skills could be used."*

**CINDY:** *"Don't worry about that, YOU. We've never sued on one of these in the ten years I've worked here. All we would want is for you to not go to work for BIG COMPETITOR."*

**YOU:** *"I hate BIG COMPETITOR and I'd never work for them."*

**CINDY:** *"Then you'd be just fine. Ready to join our team?"*

Again, what you are hoping is that, when shown the emails, the company feels it may be wasting its money hiring a lawyer to sue you for violating the non-compete. Sometimes you can even work out a compromise after leaving a company for a competitor. I've seen pledges to not call on any of the same accounts work.

3. **Click SAVE!** These days, your every click and every pic are stored somewhere out there. When Jeff Bezos's stuff gets in the hands of the National Enquirer, you're a fool if you think 'delete' means *deleted* as in gone forever. Fortunately, keeping digital records of conversations and agreements, and interpretations can *help*. Texts or emails can confirm meetings, calls, dates, prices, and promises. When assessing a deal gone south, figure out how to get your stuff from the cloud, review it, and print it (okay, I'm a boomer). Perhaps you can use it to solve your dispute without the lawyers getting involved.
4. **Use your sound mind!** We all know what a Last Will and Testament is. News flash: everyone dies. So, do you have a will? And when is the last time you updated it? Some life changes are automatically addressed by state laws. For example, life insurance policies may not necessarily pay out to your ex even if still named as a beneficiary. Other life changes may warrant a new will. How about dear old mom and dad? Still living? Is your evil sibling back from a decade abroad and suddenly spending a lot of time around them? Few things are more painful than post-death battles over the spoils by the spoiled. Have "the talk" with mom and with dad, and get your own house in order. This is one of those times when you should hire a lawyer to help with the will. Not expensive; ask for the cost first. Do not draft your own, or pull a form off the Internet. The lawyer you want to avoid is the one you hire to litigate over someone else's will, or the lawyers your beneficiaries will hire to litigate over yours if it isn't clear.

These helpful tips won't see the light of your screen without a few disclaimers. If your problem involves big bucks, some of my recommendations might not apply. Don't undertake to be your own lawyer. Just don't. These suggestions and opinions are mine. Be kind. Be honest. Read and keep a copy of what you sign. Keep your emails and texts. And, if you need a lawyer, give us a call.

919.250.2000  
mail@smithdebnamlaw.com

The Landmark Center  
4601 Six Forks Road, Suite 400  
Raleigh, NC 27609

Phone: 919.250.2000  
Fax: 919.250.2100

171 Church Street  
Suite 120C  
Charleston, SC 29401

Phone: 843.714.2530  
Fax: 843.714.2541