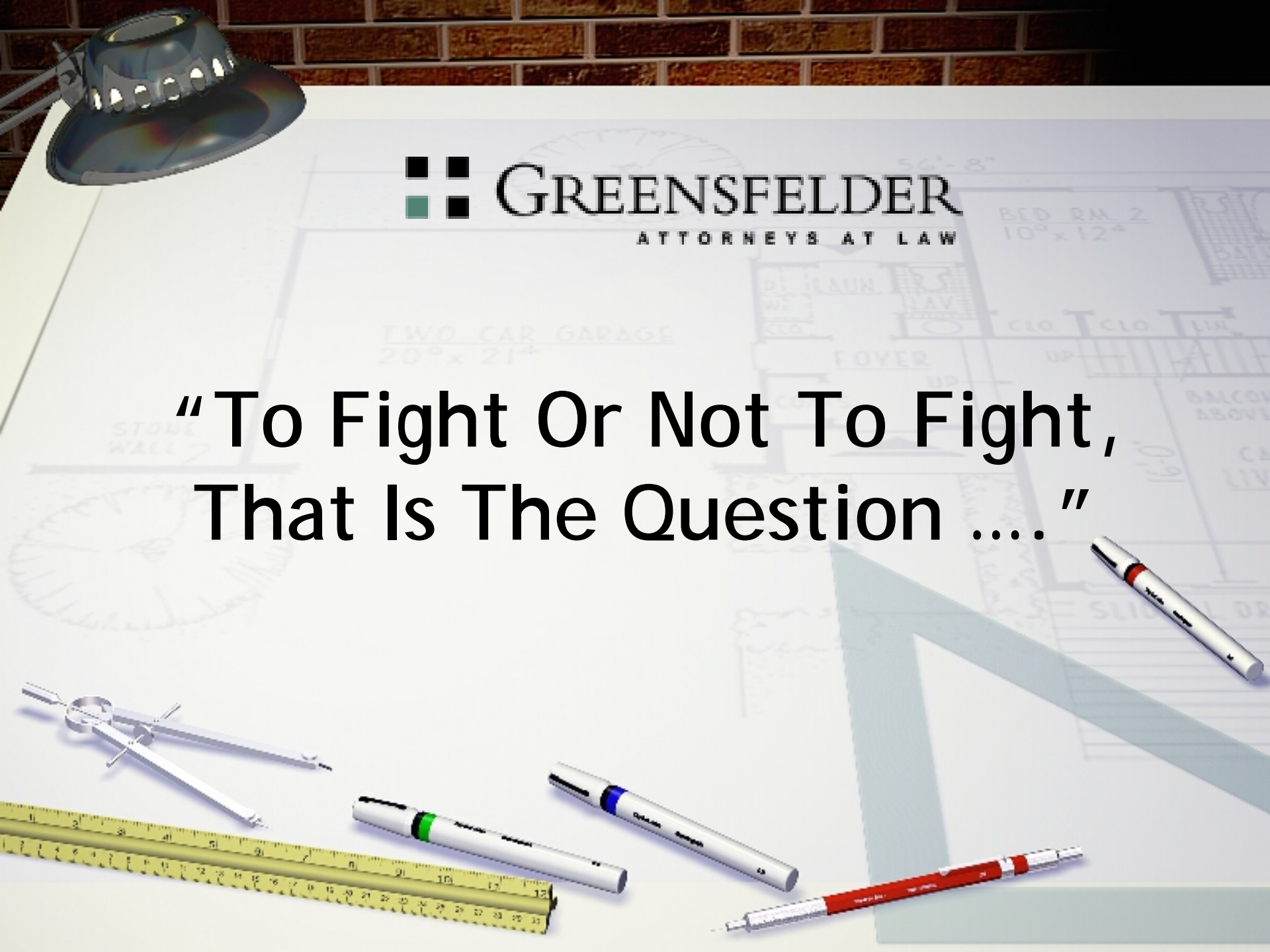
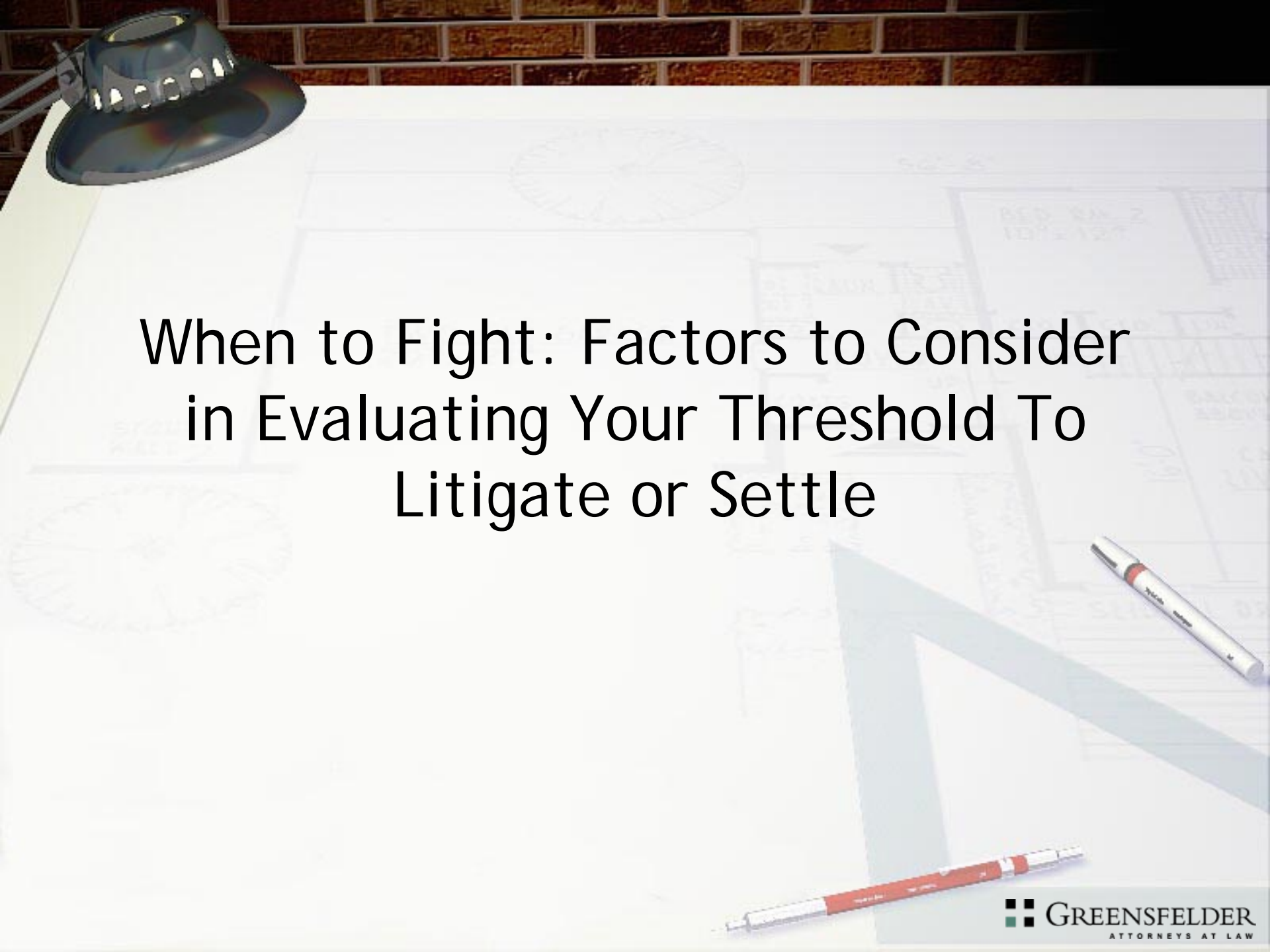


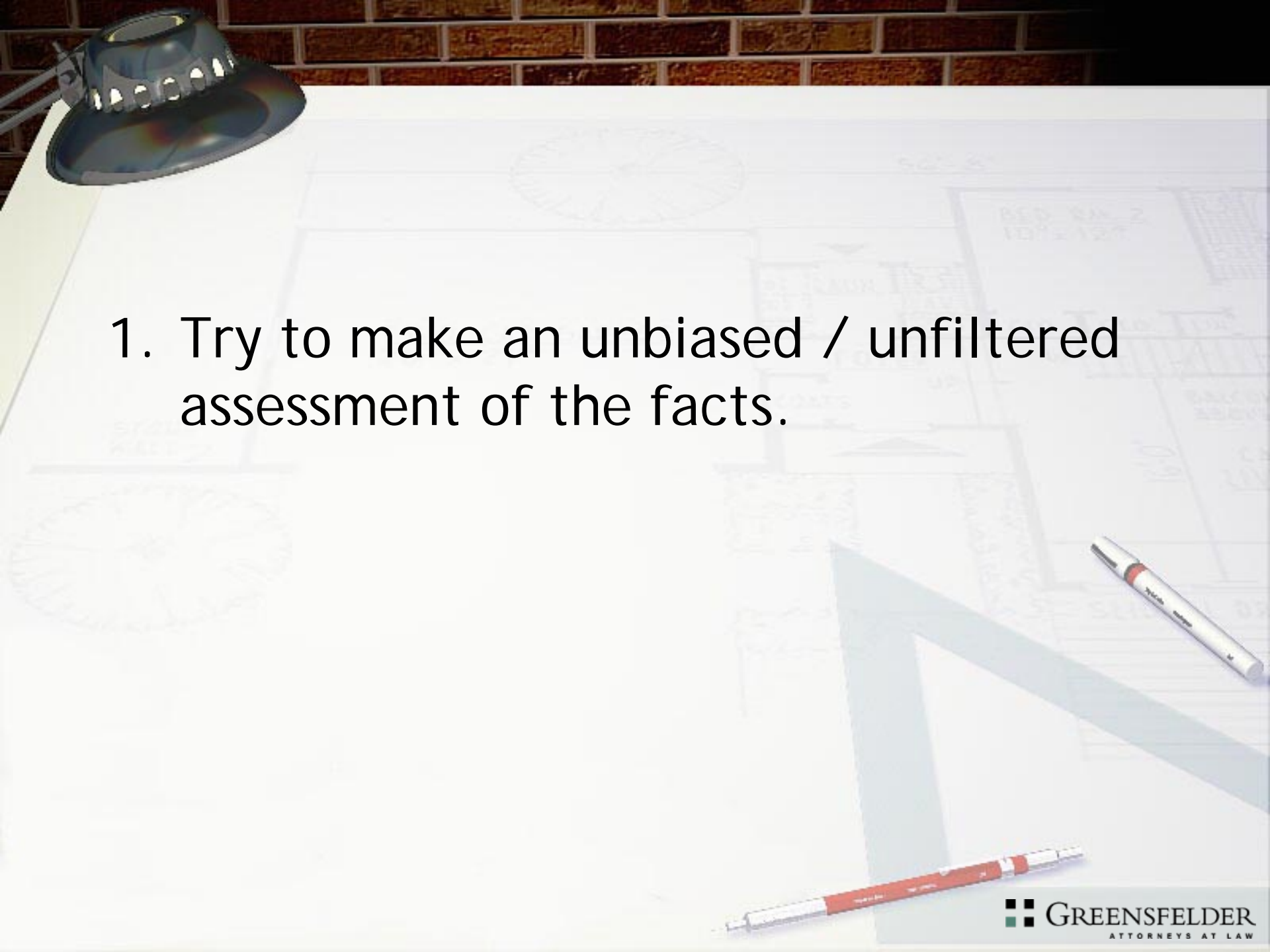


**“To Fight Or Not To Fight,
That Is The Question”**

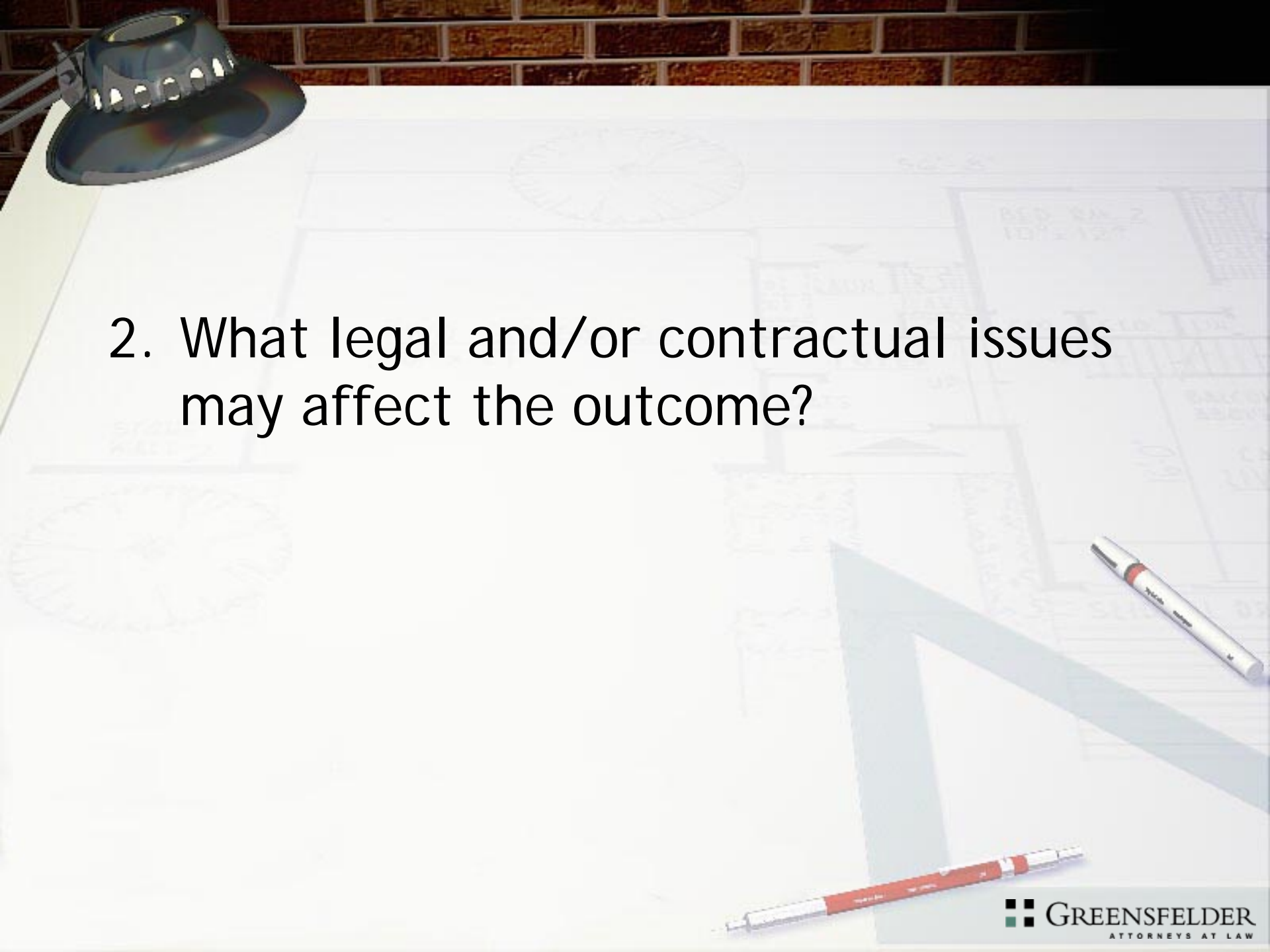


A desk with a lamp, a ruler, and a pen, with a brick wall in the background. The desk is covered with a white sheet of paper that has faint architectural drawings and text on it. A desk lamp is in the top left corner, and a red pen is in the bottom right corner. A large, light blue 'L' shape is drawn on the paper.

When to Fight: Factors to Consider in Evaluating Your Threshold To Litigate or Settle

A desk with a lamp, a ruler, and a pen, with a large number 1 overlaid on the page.

1. Try to make an unbiased / unfiltered assessment of the facts.

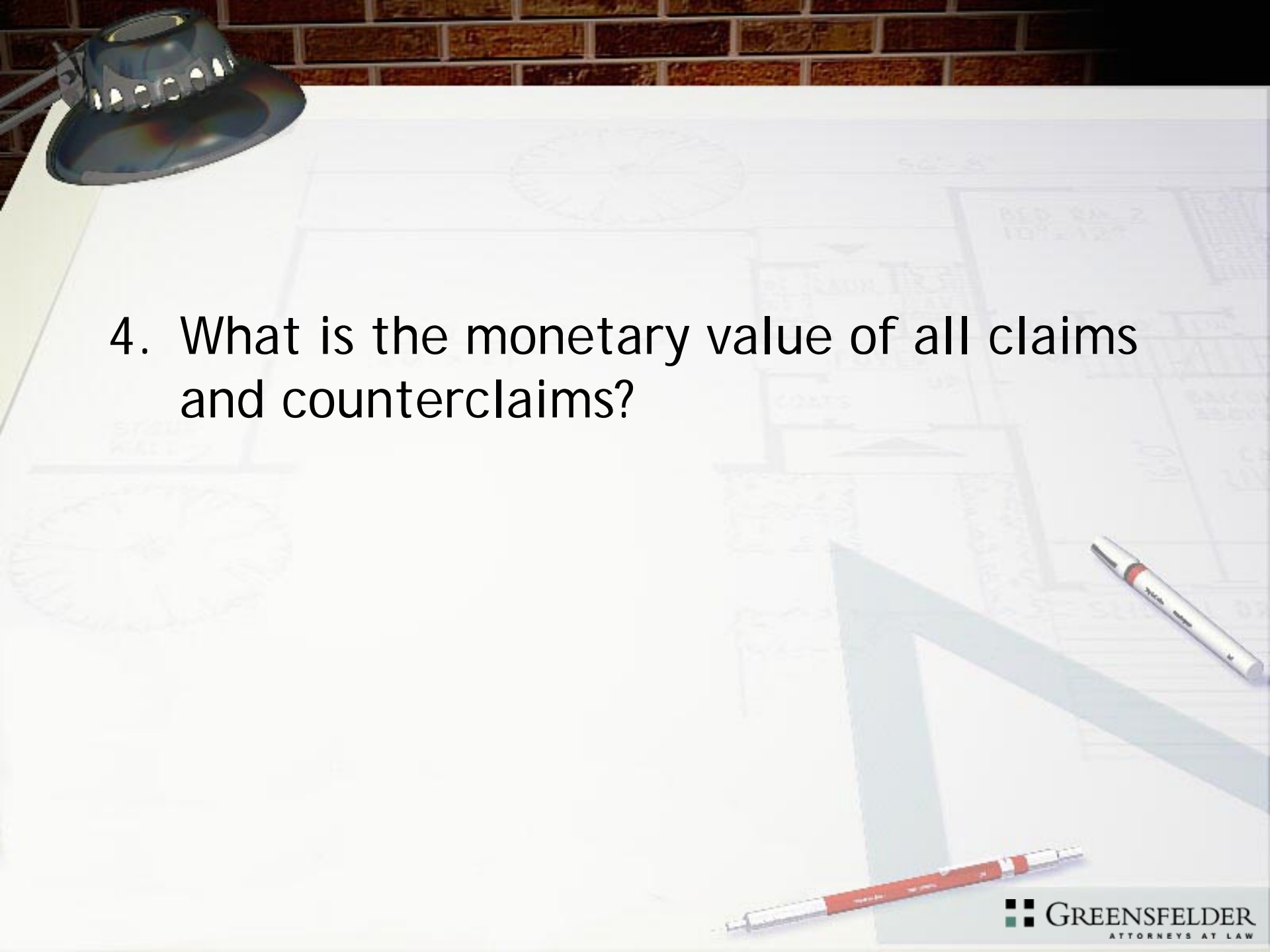
A desk setup featuring a lamp in the top left corner, a large sheet of paper with faint architectural drawings in the background, and two markers (one red, one silver) in the bottom right. The text is centered on the paper.

2. What legal and/or contractual issues may affect the outcome?



3. What will the dispute resolution forum be?

- Litigation / forum
- Arbitration / locale

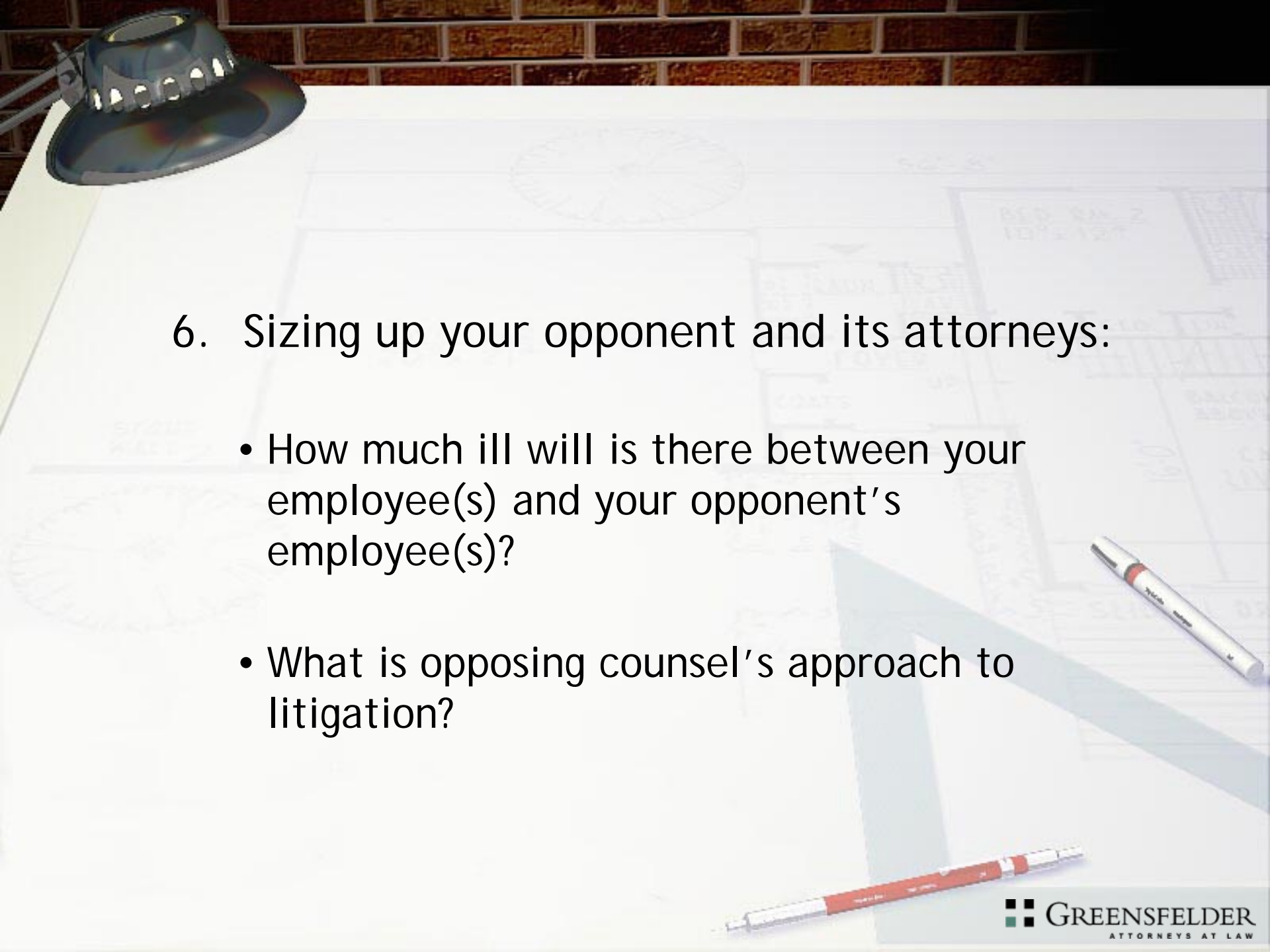


4. What is the monetary value of all claims and counterclaims?



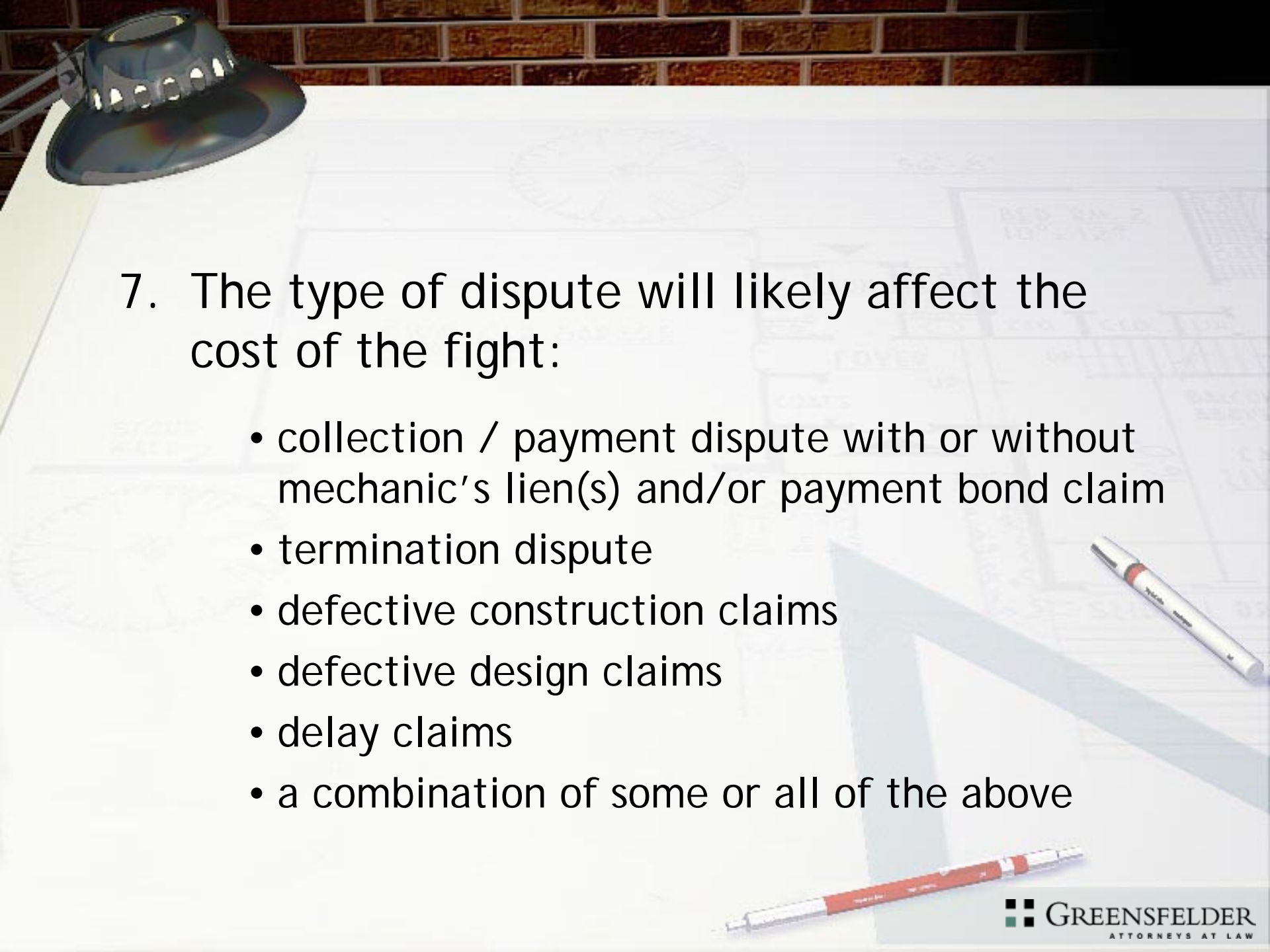
5. Nonmonetary factors to consider:

- Reputation of your company
- Reputation of certain employee(s)



6. Sizing up your opponent and its attorneys:

- How much ill will is there between your employee(s) and your opponent's employee(s)?
- What is opposing counsel's approach to litigation?



7. The type of dispute will likely affect the cost of the fight:

- collection / payment dispute with or without mechanic's lien(s) and/or payment bond claim
- termination dispute
- defective construction claims
- defective design claims
- delay claims
- a combination of some or all of the above

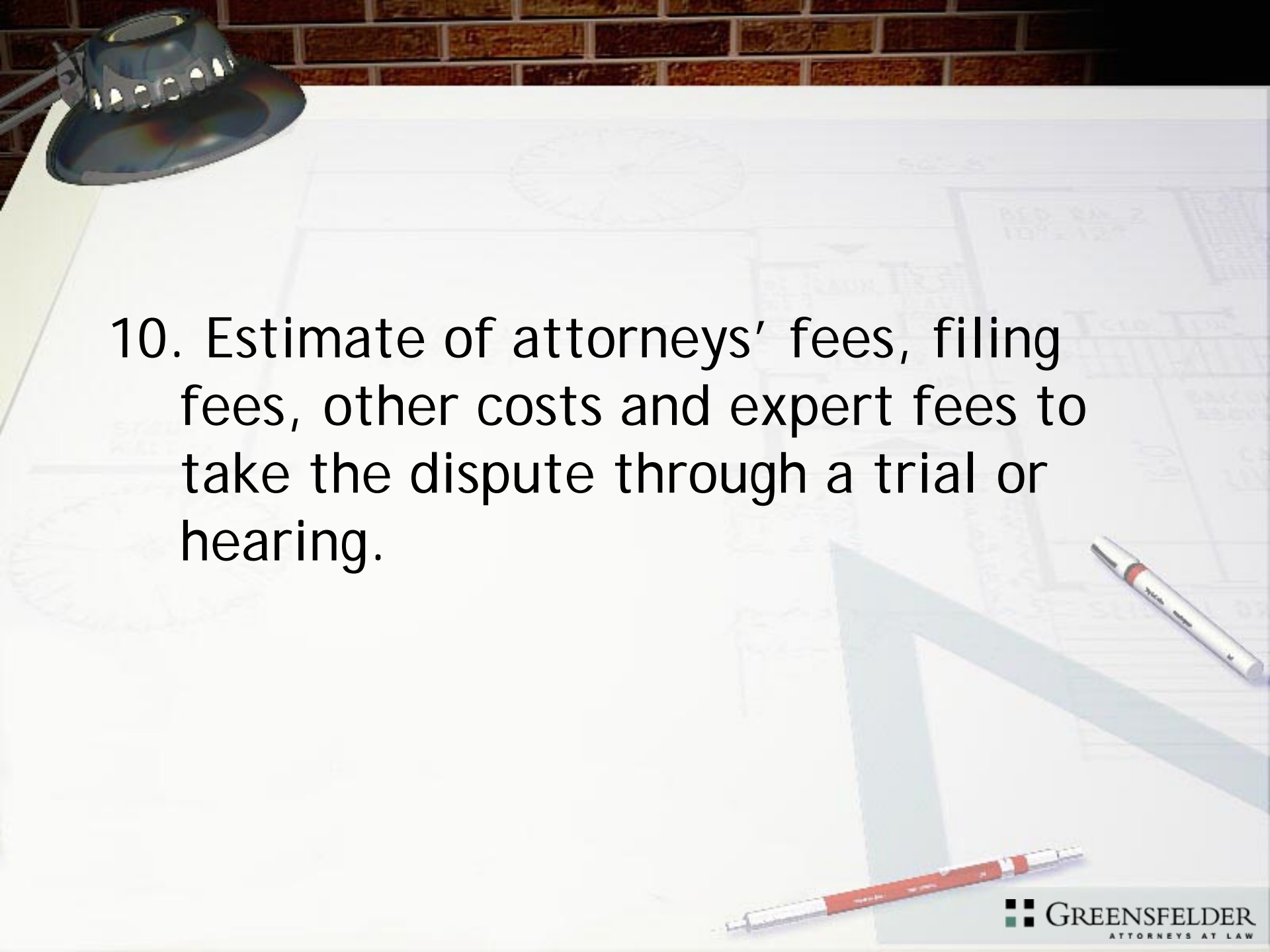
A desk lamp is positioned in the upper left corner, casting light on a large blueprint spread across a table. The blueprint features various architectural drawings, including floor plans and circular diagrams. A red marker lies on the blueprint in the lower right area.

8. Is there insurance involved?

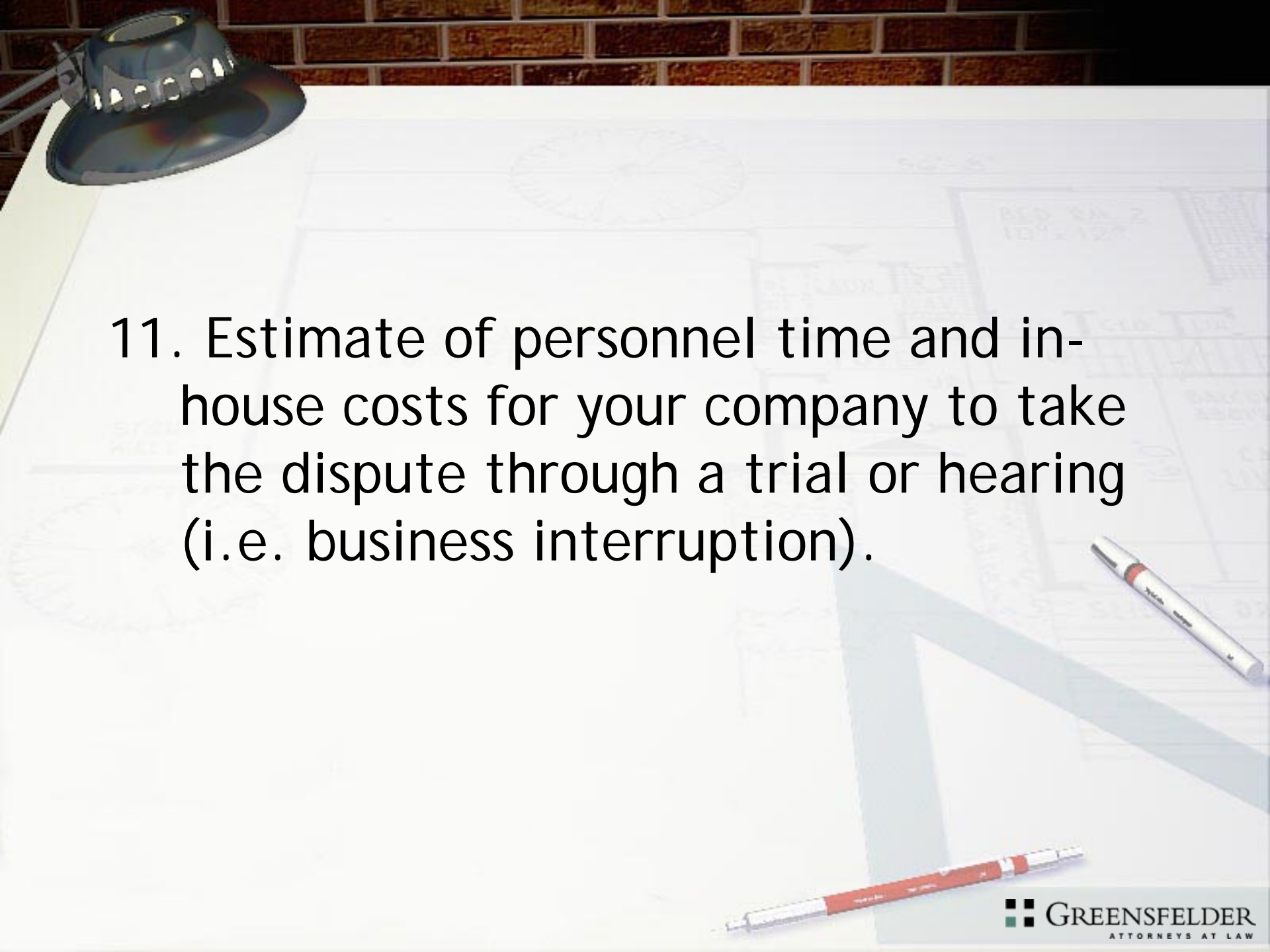
- Commercial General Liability (CGL)
- Professional Liability (Errors & Omissions)
- Property Policy - Builder's Risk

A desk with a lamp, a blueprint, and markers. The background is a brick wall. A desk lamp is in the top left corner. A blueprint is spread across the desk, featuring a large 'N' shape and various technical drawings. Two markers are on the desk: a red one at the bottom and a white one on the right.


9. What is the financial status of your opponent?

A desk setup featuring a silver desk lamp in the top left corner. A large sheet of light blue paper with faint architectural or legal drawings is spread across the desk. Two pens, one red and one silver, are positioned on the paper. The background is a brick wall.

10. Estimate of attorneys' fees, filing fees, other costs and expert fees to take the dispute through a trial or hearing.

A desk with a lamp, a ruler, and markers on a brick wall background. The lamp is in the top left corner, casting light on the desk. A ruler is in the bottom right corner. Two markers are also visible. The background is a brick wall.

11. Estimate of personnel time and in-house costs for your company to take the dispute through a trial or hearing (i.e. business interruption).

A desk with a lamp, papers, and markers. The background is a brick wall. A desk lamp is in the top left corner. A large sheet of paper with faint text and diagrams is spread across the desk. Two markers, one red and one silver, are visible on the right side of the desk.

12. Mediation and/or formal settlement conferences (i.e. can we settle this before we spend a lot of money on attorneys' fees and costs).

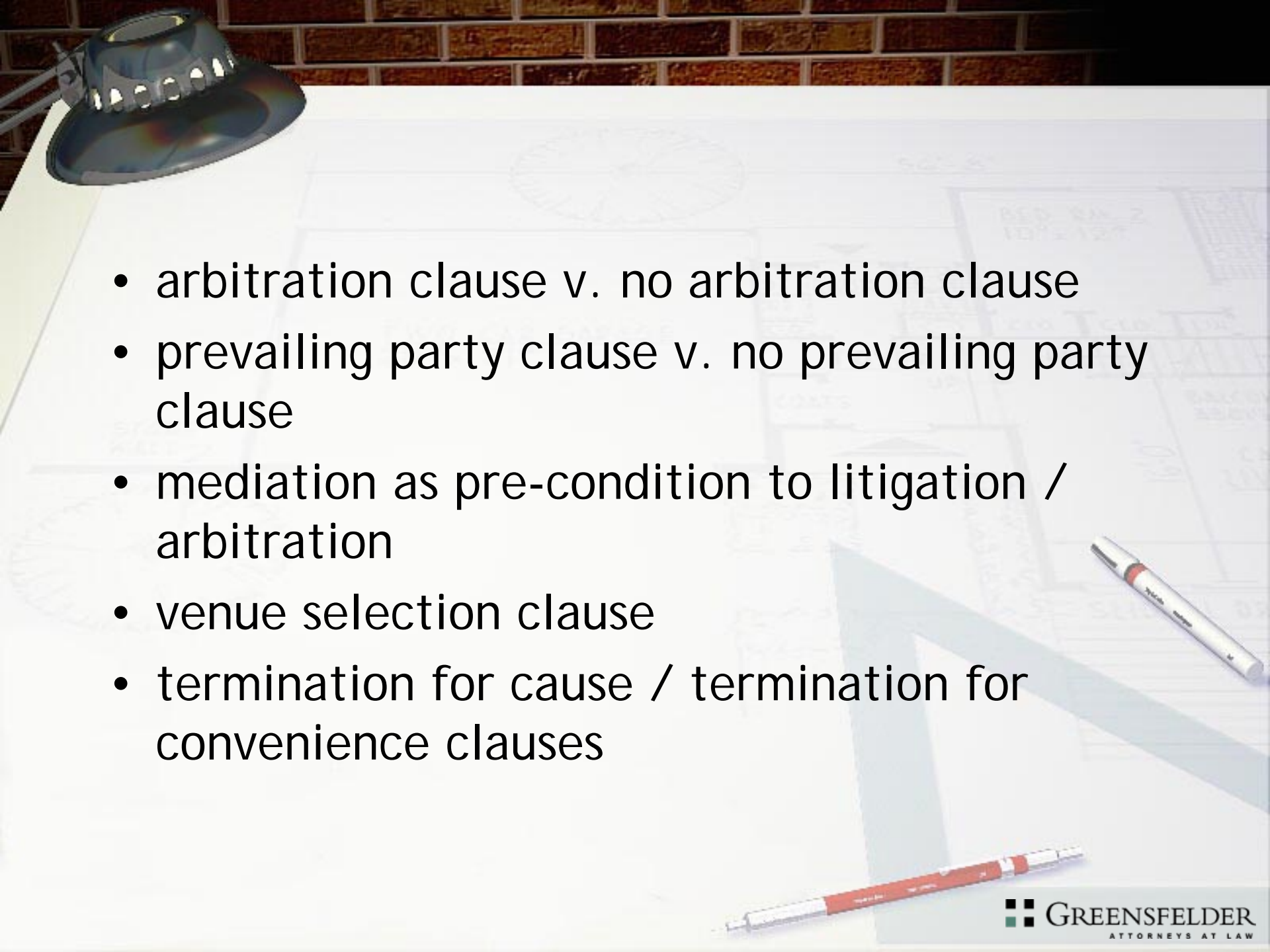
- Strategies to consider
- Realistic expectations

Contract Language: Discouraging Contract Claims and Limiting Your Risk



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"BUILD IT, AND THEY WILL SUE."

- 
- arbitration clause v. no arbitration clause
 - prevailing party clause v. no prevailing party clause
 - mediation as pre-condition to litigation / arbitration
 - venue selection clause
 - termination for cause / termination for convenience clauses



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