
PHASE 6: Feasibility Assessment

Feasibility Assessment answers the ultimate question:

Should you pursue your case, and if so, how?

Feasibility assessment gives you the fruits of the labor you have put into answering Lawsuit Analyzer's® multitude of questions. In the days and weeks ahead read and ponder your recommendations carefully, some of which may be:

- What steps should you take before moving forward?
- Should you reduce your claim to fit into Small Claims?
- Is collectability a big problem for you?
- What are the most important issues for you to consider?
- If your contract has an Attorney Fee provision, are you prepared to take the risk that you might lose and have to pay your adversary's attorney fees?

Don't allow yourself to just barrel ahead with an emotional charge. Take the steps recommended. Consider all consequences. Go slowly with a clear state of mind.

Your Case Feasibility Rating is 50% and below

There are many variables that put you in this feasibility category, so take what applies to your case and skip what does not.

- Review your Phase 5 Comprehensive Case Analysis to better understand the strengths and weaknesses of your case and try to improve on weaknesses.
- When you complete Lawsuit Analyzer® go to the [Lawsuit Analyzer®](#) to get more insight into your results (your results pages will be e-mailed to you as a reminder).

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- If your Collectability Assessment is low, again consider reducing your settlement demand or reducing your damages to fit within the Small Claims limit so you will have resolution quickly and economically.
- Prepare and send a Demand Letter to your adversary. Review the [Demand Letter](#). With this low of a feasibility rating, especially if you are in the lower range, consider reducing your settlement demand from the amount recommended in Phase 5 or reducing your damages to fit within the Small Claims limit so you will hopefully have resolution quickly and economically.
- If Small Claims or Arbitration is your first or second Forum, as you will discover soon, move forward if settlement efforts fail. Your dispute should be determined relatively soon and there isn't much downside aside from losing if:
 - You are at the high end of this range, and
 - You feel reasonably confident about your case, and
 - Your damages are high enough to warrant proceeding.
 - If you are headed to Arbitration and you discover that your adversary will hire an attorney, think twice if there is an Attorney Fee provision in an agreement with your adversary since you could lose a whole lot more than your case.
- If your answers to Lawsuit Analyzer® change during the course of your case, work your case through Lawsuit Analyzer® again since your results may change.
- Constantly evaluate your case as it proceeds through the litigation process and make adjustments to your strategy. What worked before may no longer. With this low of a feasibility rating, if you encounter a bump in the road you might want to just give up. It's simple to dismiss a case and might be a wise decision for you.

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- If a contract with your adversary includes an Attorney Fee provision:
 - Keep in mind that if you lose you could end up paying your adversary's attorney fees.
 - Keep in mind also that an Attorney Fee provision does not mean the court will approve all the attorney fees incurred, as some may not be deemed 'reasonable', nor does it mean that you will actually collect on any Attorney Fee award you receive. Review your Collectability Assessment in Phase 4.
 - If you plan to hire an attorney, continually evaluate your attorney fees and work with your attorney as a team. To learn more go to the [Hiring an Attorney](#). Frequently weigh whether your potential recovery justifies spending so much, especially with this low of a feasibility rating.
- If you plan to hire an attorney and do not have an Attorney Fee provision in a contract with your adversary, you could end up with a large attorney fee bill. Continually evaluate your attorney fees and work with your attorney as a team as described in our [Hiring an Attorney](#). Frequently weigh whether your potential recovery justifies spending so much especially with this low of a feasibility rating.
- If the Upper Civil Court (UCC) system is your Forum:
 - Taking a below average case down the long and winding road of the UCC system could have grave consequences. Move forward with your case only after proposing a Multi-Step ADR agreement to your

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adversary available in our [Mediation](#) or [Arbitration](#). You need to contain your costs and time. Make sure the ADR Agreement states that Mediation will be no more than a half or full day. For Arbitration, provide that there will be no or little discovery and the Arbitration hearing will be limited to one day only. If your adversary does not agree, proceed cautiously if:

- You are at the high end of this range, and
 - You feel reasonably confident about your case, and
 - Your damages are high enough to warrant proceeding.
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- If your feasibility is on the lower side of this range, you should give great thought to not pursuing your case. If you move ahead proceed very cautiously.
 - Mediation or some type of settlement procedure should be considered again and again as your case winds through the system. To learn more go to our [Upper Civil Courts](#) which targets specific points when settlement evaluation should be considered. It's never too late to settle and to be in charge of your own destiny instead of waiting for an overworked judge or disinterested jury to decide your fate.
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- If your adversary counter sues you, adopt more of a conciliatory stance since you are now also a defendant.
 - Make sure your decisions are made as objectively as possible and are not clouded by ego.

The Case of the Crafty Computer Consultant

Betty's feasibility rating is 78% out of 100% which is reasonably good. She followed her Feasibility Recommendations and recapped her situation like this.

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She's had about five discussions with Crafty trying to resolve their dispute. She recently sent a demand letter advising that she intends to proceed with a lawsuit against him. Betty feels she has done everything she can to settle without the help of a Mediator. She is headed for the complex Upper Civil Court system and the least expensive attorney she could find to represent her is \$350 per hour. She'll get most of what she pays back since her agreement with Crafty includes an Attorney Fee provision (if she is able to collect on her judgment), but she'll be out-of-pocket those attorney fees as her case proceeds the slow road to trial.

She does not have an Arbitration agreement with Crafty, so she will now present Chris with an ADR Agreement first calling for Mediation and if unsuccessful Arbitration, making the long and expensive road ahead the enemy instead of one another. If Crafty does not agree to these alternative procedures, Betty should again consider reducing her claim to an amount that fits the Small Claims limit. Betty's Recoverable Damages are \$9,720, but her Net Damages projected to reflect her result after trial are \$7,498, closer to the Small Claims limit of \$3,500 in her state. Is it worth it to her to give up \$4,000 to obtain a quick and easy judgment before the Small Claims court?

She will talk to her accountant and see if she can write off the difference and make her decision after that. She's feeling that she just wants to end it all soon, gaining something but not all she feels entitled to. She feels that putting her energy into growing her business is far more productive than a long, involved court battle. She also understands the court system is far from perfect and she could end up a loser paying Crafty's attorney fees in the process. She doesn't feel like taking this risk. Next up is Phase 7, the concluding segment of Lawsuit Analyzer® which directs you to the appropriate Forum for your dispute and provides you with the resources you need to move ahead.