#39.70 10/26/72

Memorandum 72-69

Subject: Study 39.70 - Prejudgment Attachment (Review of Responses to Questionnaire)

INTRODUCTION

The staff has received 59 responses to the questionnaire on attachment sent out in September to over 600 lawyers and businessmen. A fairly detailed summary of these questionnaires follows in Parts I, II, III, and IV, and the complete numerical data is in Part V.

The dominant impression one receives from reading the questionnaires is that the respondents by and large favor the law as it was before Randone or, if forced to change, SB 1048. However, about two-thirds said consumer attachment was not necessary (see Part IV, Question 31). Greatest support was for $500 as the minimum claim for which attachment would be available (see Part IV, Question 33). No alternative to prejudgment attachment received any significant approval from the respondents (see Part III, Questions 23-30).

The following analysis follows the order of the questions on the questionnaire form. Where the question called for a yes-no or numerical answer, the analysis will indicate some possible conclusions from the data and refer to the proper column of the tables in Part V where the data is displayed in full. Where the question called for a textual answer, the analysis will sample the responses.

I. ATTACHMENT IN COMMERCIAL CASES

Question 1

Asked whether the respondent had ever used prejudgment attachment in a commercial case.

29 out of 35 lawyers had used the attachment procedure; 22 out of 24 businessmen had.

Question 2

Asked in how many cases per year a writ of attachment was issued or levied. (See Tables 1 and 2, column A.)

	Lawyers	Businessmen
Rarely (less than once a year)	5	3
Seldom (1-3 times)	5	6
Occasionally (4-14 times)	7	5
Moderately (15-50 times)	7	4
Frequently (over 50 times)	5	4

One lawyer indicated that he obtained 800 writs in a year; another said 300 to 500. One businessman said he obtained 750 writs in a year.

Question 3

Was in three parts. Respondents were asked the percentage of cases where the action was based on:

a. An express or implied contract with a resident defendant. (See Tables 1 and 2, column B.)

13 lawyers and 15 businessmen answer that 100% of their actions were so based. In all but three responses, at least 75% were based on a contract with a resident defendant. 24 out of 29 lawyers and 18 out of 22 businessmen answered at or above 90%.

b. A claim against a nonresident defendant. (See Tables 1 and 2, column C.)

One lawyer indicated that 50% of his cases were so based, and one businessman said 40%. However, as indicated above, most respondents based no actions on claims against nonresident defendants.

c. A claim against a defendant who could not be found within the state or who concealed himself to avoid service. (See Tables 1 and 2, column D.)

More respondents handled cases of this type than nonresident defendants but still far fewer than actions on contracts with resident defendants. 10 out of 27 lawyers and 6 out of 21 businessmen had occasion to use writs in this type of case, but no lawyer did so in more than 10% of his cases. One businessman said 50% of his cases were of this type and another said 30%.

Question 4

Asked the percentage of cases in which the amount of recovery sought was less than $200, $200-$499, $500-$1,000, or over $1,000. (See Tables 1 and 2, column E.)

75% of the respondent lawyers had the bulk of their cases in the "over $1,000" bracket; half the businessmen did too. One lawyer had 75% of his cases in the "under $200" bracket; one businessman had 80% of his cases there, and another had 50%. For both lawyers and businessmen, the bulk of the cases fell into the "$500-$1,000" or the "over $1,000" categories although a greater percentage of the businessmen's cases were in the lower bracket. Also, more businessmen had a relatively higher percentage of cases in the "$200-$499" bracket.

Question 5

Asked in what percentage of cases where a writ was obtained was some property initially attached (without regard to whether subsequently the defendant successfully made a claim of exemption or posted a release bond). (See Tables 1 and 2, column F.)

All but three responding lawyers said that they initially attached in 80% or more of their cases, but nine out of 19 businessmen attached in 75% or less of their cases. (Note that some respondents who indicated that they sought writs of attachment did not answer this question.)

Question 6

Asked for percentages of cases in which certain types of property were attached:

Going business (see Tables 1 and 2, column G)

Inventory (see Tables 1 and 2, column H)

Equipment (see Tables 1 and 2, column I)

Motor vehicle (see Tables 1 and 2, column J)

Bank or checking account (see Tables 1 and 2, column K)

Other (see Tables 1 and 2, column L)

Bank accounts were attached most frequently and by more respondents; next were going businesses, then motor vehicles. "Other" included accounts receivable (4 respondents), money due from third persons, "earnings of sale proprietor," escrow proceeds, wages, and real property (6 respondents).

Question 7

Asked the percentage of cases where the defendant secured the release of his property by posting an undertaking. (See Tables 1 and 2, column M.)

Most responses were zero or small percentages, but seven lawyers said 75%, 50%, 40%, and 25%; and three businessmen said 50%, 40%, and 20%.

Question 8

Was in two parts. The first part asked in what percentage of cases the defendant claimed his property was exempt. (See Tables 1 and 2, column N.)

The most frequent response to this question was 0, but some lawyer respondents encountered defendants who claimed exemptions in as many as 25-50% of the cases. The businessmen gave no answer over 10%; 14 out of 19 respondents indicated that no defendants ever claimed exemptions. The lawyer who had 800 cases (#4) indicated that no defendants claimed exemptions; the businessman (#122) who had 750 cases said 10% claimed exemptions.

The second part of this question asked in what percentage of such cases the exemption was allowed. (See Tables 1 and 2, column O.)

For the lawyers, percentages were fairly evenly dispersed from 0 to 100%. However, the highest answer from a businessman was 8%. The type of property in cases where the exemption was granted included the following: motor vehicles (#6, 7, 9, 12, 18, 21, 28, 31, 105, 120), inventory (#31), trust property (#28), bank account (#7, 9, 21, 116), wages (#3, 9, 18, 19, 121), equipment (#18), tools of trade (#11, 12, 28), accounts receivable (#12, 116), furniture (#11), firearms (#11), personal property (#11), pleasure boat (#105), and real estate (#105). (The numbers indicate the respondents in the columns on the left-hand side of each table; numbers from 1 to 35 are lawyers, 101 to 124 are businessmen.)

Question 9

Was in two parts. The first part asked the percentage of cases where the defendant made a motion to increase the amount of the plaintiff's undertaking. (See Tables 1 and 2, column P.)

24 out of 26 lawyers and 16 out of 18 businessmen answered 0. The two lawyers who had encountered such cases answered 10%, and the two businessmen answered 12% and 1%.

The second part of the question asked in what percentage of such cases the defendant was successful. (See Tables 1 and 2, column Q.)

The two lawyers answered 50% and 100%, and the two businessmen 3% and "1/2" (which probably means 50%). In answer to the question as to what types of property were involved in such cases, a lawyer responded "all types" (#11), and the businessmen listed real property (#105 and 121).

Question 10

Asked the respondents to indicate the percentage of cases in which:

(a) Plaintiff secured a default judgment (see Tables 1 and 2, column R)

(b) The parties settled the case and plaintiff obtained a recovery at least equal to the value of the property attached (see Tables 1 and 2, column S)

(c) The parties settled the case and plaintiff obtained a recovery less than the value of the property attached (see Tables 1 and 2, column T)

(d) Plaintiff obtained judgment after the issue of liability, damages, or both was tried to a court or jury and the judgment was for an amount at least equal to the value of the property attached (see Tables 1 and 2, column U)

(e) Plaintiff obtained judgment after the issue of liability, damages, or both was tried to a court or jury and the judgment was for an amount less than the value of the property attached (see Tables 1 and 2, column V)

(f) Defendant obtained judgment or the action was dismissed without plaintiff obtaining any recovery (see Tables 1 and 2, column W)

This question seemed to confuse many respondents and, in several cases, the lawyers' ability to add was exceeded (see #12, whose figures total 275%); the businessmen scored perfectly in this regard.

The bulk of cases fall into the default judgment ((a)) and settlement at least equal to the value of attached property ((b)) categories. The smallest number of cases fell into the (e) and (f) categories where the plaintiff after a trial received less than the value of attached property, or the defendant won, or the case was dismissed with no recovery for plaintiff. Some respondents indicated a significant number of cases where settlement occured for less than the value of attached property ((c)), or plaintiff received a judgment after trial for an amount at least equal to the value of the attached property ((d)).

Question 11

Was in two parts. The first part asked in what percentage of the cases where the issue of liability, damages, or both was tried to a court or jury plaintiff was successful in obtaining a judgment equal to the amount of his claim as set forth in the complaint. (See Tables 1 and 2, column X.)

Almost all respondents answered that 90-100% of cases going to trial resulted in a judgment equal to the amount of the claim.

The second part of Question 11 asked in what percentage of cases the action was dismissed upon the defendant paying to the plaintiff the amount of his claim as set forth in the complaint (exclusive of default judgment cases). (See Tables 1 and 2, column Y.)

Answers to this question followed no pattern but rather ranged from 0 to 100%.

II. ATTACHMENT IN CONSUMER CASES

Question 12

Asked if respondents had used a writ of attachment or had a client against whom a writ of attachment was levied.

16 out of 35 lawyers and 6 out of 24 businessmen answered yes.

Question 13

Asked in how many cases in a year a writ of attachment was issued or levied. (See Tables 3 and 4, column A.)

	Lawyers	Businessmen
Rarely (less than once a year)	4	2
Seldom (1-3 times)	2	2
Occasionally (4-14 times)	4	1
Moderately (15-50 times)	3	-
Frequently (over 50 times)	3	1

One lawyer said he had handled thousands of such cases (#7), and another said 500 (#28); one businessman said 200 (#121). It is clear that consumer attachment was used by fewer respondents and in smaller numbers of cases by almost all respondents who had occasion to use it.

Question 14

Asked the percentage of cases in which the action was based on:

a. An express or implied contract with a resident defendant. (See Tables 3 and 4, column B.)

In all but one response, 80-100% of the cases were based on contract. The most frequent answer from both lawyers and businessmen was 100%.

b. A liability for the support of a spouse, child, or other relative. (See Tables 3 and 4, column C.)

Only four lawyers handled such cases, but for one (#5) this type of case accounted for 50% of his use of noncommercial attachment.

c. A claim for rent in an unlawful detainer action. (See Tables 3 and 4, column D.)

Only three lawyers and one businessman used attachment in such cases.

d. A claim against a nonresident defendant. (See Tables 3 and 4, column E.)

Five lawyers and one businessman used attachment in such cases, but these cases did not amount to more than 10%.

e. A claim against a defendant who could not be found within the state or who concealed himself to avoid service. (See Tables 3 and 4, column F.)

Only four lawyers had such cases.

Question 15

Asked the percentage of cases in which certain amounts of recovery were sought. (See Tables 3 and 4, column H.)

The bulk of cases fell between $200 and $1,000; this was in contrast to commercial attachment where the greatest number was in the "over $1,000" category (see Question 4). No respondent had over 40% of his cases in the "less than $200" bracket, and only three lawyers and two businessmen had 50% or more of their cases in the "over $1,000" category.

Question 16

Asked in what percentage of cases where a writ was obtained some property was initially attached. (See Tables 3 and 4, column I.)

100% was the most frequent answer, and all respondents but three lawyers answered 75% or more.

Question 17

Asked the percentage of cases where certain types of property were attached:

Motor vehicle (see Tables 3 and 4, column J)

Bank or checking account (see Tables 3 and 4, column K)

Credit union account (see Tables 3 and 4, column L)

Savings and loan association account (see Tables 3 and 4, column M)

Salary or wages (see Tables 3 and 4, column N)

Furniture or appliances (see Tables 3 and 4, column O)

Life insurance (see Tables 3 and 4, column P)

The most heavily attached asset by lawyers was salary and wages. Following salary and wages were bank accounts and then motor vehicles. The six respondent businessmen attached bank accounts most heavily and then salary and wages. Both lawyers and businessmen attached credit union accounts, savings and loan accounts, and furniture and appliances only infrequently. No respondent attached life insurance. One lawyer attached real property in 40% of his cases (#30).

The fact that most consumer attachment involved wages has implications for the continuation of consumer attachment in general after McCallop v. Carberry, 1 Cal.3d 903, 464 P.2d 122, 83 Cal. Rptr. 666 (1970), holding prejudgment attachment of wages unconstitutional.

Question 18

Asked for the percentage of cases where the defendant secured the release of his property by posting an undertaking. (See Tables 3 and 4, column R.)

Eight out of 16 lawyers and three out of six businessmen had cases in which the defendant gave undertakings but, in nine out of 11 answers, the figure was 10% or less.

Question 19

Was in two parts. Part 1 asked for the percentage of cases in which the defendant claimed an exemption (see Tables 3 and 4, column S).

Most lawyers indicated that defendants claimed exemptions in from 25-50% of the cases. Three of the six businessmen said that exemptions were claimed in from 5-12.5%.

Part 2 of this question asked what percentage of exemption claims were successful (see Tables 3 and 4, column T).

Most lawyers said that defendants were successful in from 50-90% of their claims, a much higher success rate than in commercial attachment (see Question 8 supra). Where claims of exemption were allowed, the property involved included the following: all types (#32), wages (#3, 5, 7, 9, 11, 12, 14, 21, 31, 101, 121), motor vehicles (#7, 11, 12, 14, 21, 31, 105), bank accounts (#7, 11, 21, 31), furniture (#11), and real property (#105).

Question 20

Part 1 asked in what percentage of cases the defendant made a motion to increase plaintiff's undertaking. (See Tables 3 and 4, column U.)

Apparently this is done only infrequently--five of the 22 respondents indicated that such motions were made. However, one lawyer encountered such motions in 30% of his 15-50 cases (#11).

Part 2 asked in what percentage of such cases the defendant's motion was granted. (See Tables 3 and 4, column V.)

Two lawyers' experience indicated that such motions are fairly successful since one answered 100% and another 50%. Two businessmen answered 1% and 1/2%, however. Where such motions were successful, the property involved included real property, wages, and bank accounts.

Question 21

Asked the percentages of cases in which:

(a) Plaintiff secured a default judgment (see Tables 3 and 4, column W)

(b) The parties settled the case and plaintiff obtained a recovery at least equal to the value of the property attached (see Tables 3 and 4, column X)

(c) The parties settled the case and plaintiff obtained a recovery less than the value of the property attached (see Tables 3 and 4, column Y)

(d) Plaintiff obtained judgment after the issue of liability, damages, or both was tried to a court or jury and the judgment was for an amount at least equal to the value of the property attached (see Tables 3 and 4, column Z)

(e) Plaintiff obtained judgment after the issue of liability, damages, or both was tried to a court or jury and the judgment was for an amount less than the value of the property attached (see Tables 3 and 4, column AA)

(f) Defendant obtained judgment or the action was dismissed without plaintiff obtaining any recovery (see Tables 3 and 4, column BB)

The greatest number of cases for most respondents fell into the default judgment category((a)) as in commercial attachment. However, significant numbers for many respondents also occurred in category (d) and in (b) and (c). As with commercial attachment, the least frequent response was that defendant won ((f)).

Question 22

Part 1 asked for the percentage of the cases where the issue of liability, damages, or both was tried to a court or jury in which plaintiff was successful in obtaining a judgment equal to the amount of his claim as set forth in the complaint. (See Tables 3 and 4, column CC.)

75% of the respondents gave figures ranging from 90-100%.

Part 2 asked in what percentage of cases the action was dismissed upon the defendant paying to the plaintiff the amount of his claim as set forth in the complaint. (See Tables 3 and 4, column DD.)

Answers to this question ranged fairly evenly from 0-100%.

III. PROCEDURES IN LIEU OF ATTACHMENT

Question 23

Asked whether plaintiffs have been able to obtain equitable relief (temporary restraining order and/or preliminary injunction) and whether it has been generally satisfactory. (See Tables 5 and 6, columns A and B respectively.)

37% of the lawyers and 32% of the businessmen had tried this remedy; however, less than one-seventh of the lawyers and one-fourth of the businessmen found it satisfactory. Of the 10 lawyers who had tried it, three of them found it satisfactory. Of the seven businessmen who had tried equitable relief, four found it satisfactory.

The most frequent comments by those finding it unsatisfactory are that equitable relief is too costly, too time consuming, and too cumbersome. One lawyer said that the procedure was cumbersome "but protective of defendant, and rightfully so" (#1). A businessman remarked, however, that the "courts favor defendant too much" under such a procedure (#121), and another stated that the courts are "all for the crook" (#108). Another businessman, however, thought that, although delay was involved, "it does offer some protection to creditors" (#116).

Question 24

Asked whether plaintiffs have been able to obtain receivers and whether this relief has been satisfactory. (See Tables 5 and 6, columns C and D respectively.)

One-third of the respondents had obtained receivers. One-third of the businessmen, but only one-sixth of the lawyers found this remedy satisfactory. Three out of eight lawyers who had obtained receivers found it satisfactory while half the businessmen did.

As with equitable relief, the most frequent comments are that the receiver procedure is too expensive, too cumbersome, and too slow. Several respondents said the procedure was useful only in substantial cases (#7, 12). A businessman said that "there is usually no need for such a drastic disruption of the debtor business" (#115). Another businessman termed this procedure "excellent" (#107).

Question 25

Asked whether plaintiffs had attempted to shorten time to judgment by use of summary judgment and if it was of any value for this purpose. (See Tables 5 and 6, columns E and F respectively.)

About two-thirds of the respondents had tried summary judgment, but only one-third of the lawyers found it effective while 39% of the businessmen did. Fewer than half the lawyers who tried summary judgment found it of value while slightly more than half the businessmen who tried it liked it.

Complaints about the summary judgment procedure are that it is time-consuming, that it is usually denied except in unusual circumstances, that courts require the same evidence and witnesses as at trial (#120), and that the standard of proof is too high. Quite a few respondents said that it was too easy for the defendant to delay by a general denial or to "raise issues

which do not exist" (#26). One lawyer found that summary judgment was most effective if preceded by written interrogatories. One lawyer said the courts are "too technical and too protective in even obvious stall cases" (#7). However, another lawyer wrote that "in business collection cases, the courts are becoming much more liberal in use of summary judgment and less concerned about possibility of reversal on appeal" (#2). A businessman said summary judgment was of use "only where there is a written contract or document acknowledging debt" (#121).

Question 26

Asked whether plaintiffs have attempted to obtain a confession of judgment without action (Code Civ. Proc. §§ 1132-1135) in order to shorten time to judgment and whether this procedure had been useful. (See Tables 5 and 6, columns G and H respectively.)

About 55% of the lawyers and 45% of the businessmen had tried confession of judgment. About 50% of the lawyers and 40% of the businessmen found it useful. Two-thirds of the lawyers who tried this procedure and five-eighths of the businessmen who tried it found it of value--the highest percentage of any of the four remedies just discussed.

One lawyer found this remedy of value "if not contained in a contract of adhesion . . . . It has versatility if used to strengthen performance of an installment program" (#28). However, one businessman said he did not use this remedy because he did "not believe in this type of action" (#105), and a lawyer thought the procedure "places debtor at a disadvantage--sometimes creditors overstep bounds" (#21). Other respondents found that it is "cheaper to file a law suit and get a default judgment" (#26) and that this procedure was of value only in a "tiny percentage" of cases since the debtor will rarely hasten collection against himself (#27). A lawyer who found the procedure valuable

said "we simply secure a confess judgment note and this is filed as a judgment in event agreed upon payment schedule does not work out" (#15). Another lawyer felt it "should be outlawed; worse than provisional remedies" (#11). In at least one case, a "court relieved debtor of confession--giving just enough time for debtor to dispose of his inventory over Xmas and thereafter file a no asset bankruptcy" (#10). The most frequently mentioned problem is the difficulty of getting the debtor to agree. Several respondents said this procedure is almost as expensive as a suit or more expensive than expected recovery. However, others indicated the procedure "opens channels of negotiation" (#116). One businessman said "we'd rather pull teeth" (#103).

Question 27

Asked for comments on any other remedies used by plaintiffs in place of attachment. A threshold remedy mentioned by several respondents is the restriction of credit. Some others listed self-help, stipulation for entry of judgment, lis pendens as to real property, and more extensive negotiation for payment plans. A roofing materials wholesaler applies pressure on debtors by filing against their $2,500 contractor's bond (#108).

Question 28

Asked whether there are transactions to which the provisions of Division 9 of the Commercial Code (secured transactions) apply but in which creditors do not obtain a security interest. (See Tables 5 and 6, column I.)

13 respondents said yes and 21 said no. Those answering affirmatively were asked to explain. A lawyer wrote that "the inventory of a retail merchant (floating lien) was excluded, with exceptions, in California" (#28). Other lawyers said that machine sales to plants and certain leases were not covered (#8, 17). A collection agency lawyer said that "buyers may have all

assets pledged to a factor or need 'free assets' to get credit" (#10). Several other respondents indicated that it was just impractical to obtain a security interest or that the debtor would not buy under such an arrangement.

Question 29

Asked whether use of Division 9 procedures had increased since Randone. (See Tables 5 and 6, column J.)

Only three out of 21 lawyers thought that use of secured transactions provisions had increased while seven out of 13 businessmen answered in the affirmative.

Question 30

Asked whether Division 9 offered a satisfactory alternative to attachment assuming adequate judicial repossession procedures are provided. (See Tables 5 and 6, column K.)

About 20% of the businessmen and 30% of the lawyers responding answered yes. Those who said these procedures would not be satisfactory were asked why not. The most frequently listed deficiencies were the lack of effective enforcement procedures, the failure of Division 9 to cover certain subject matter, and that it was too complicated and time consuming. A lawyer said that, since "the first creditor (usually the bank who funded the business) has a security interest on all assets, the trade or merchandise creditor must deal on an unsecured basis or accept second position" (#28). Another lawyer said "collection agencies want full satisfaction (money), not security for installment payments" (#21). Several respondents wrote that such procedures were unsatisfactory because they or their clients had always operated on an unsecured basis and did not want to use Division 9 (no reason given).

IV. NATURE OF LEGISLATION NEEDED

Question 31

Asked if respondents believed attachment is necessary in any case (see Tables 5 and 6, column L) and, if so, in what type (see Tables 5 and 6, columns M through T).

32 out of 35 lawyers and 23 out of 24 businessmen said that attachment is necessary. The breakdown of types of cases where attachment is felt to be necessary is as follows:

	Lawyers			Businessmen			Total		
	Yes	No	%Yes	Yes	No	%Yes	Yes	No	%Yes
(M) A defendant who cannot be found within the state or who conceals himself to to avoid service	31	4	89%	21	3	87%	52	7	88%
(N) A nonresident defendant	32	2	94%	22	2	92%	54	4	93%
(O) A case involving "exceptional circumstances"--defendant threatens to abscond with or conceal or transfer his assets	30	5	86%	22	2	92%	52	7	88%
(P) A commercial case--action against a going business for materials, equipment, services, etc. furnished to the business	25	9	74%	22	2	92%	47	11	81%
(Q) A consumer case--action against individual for goods or services furnished to him for his own use or for the use of his family (such as, for example, medical services, furniture, appliances)	13	20	39%	9	11	45%	22	31	42%

	Lawyers			Businessmen			Total		
	Yes	No	%Yes	Yes	No	%Yes	Yes	No	%Yes
(R) A liability for the support of a spouse, child, or other relative	15	14	52%	13	5	72%	28	19	60%
(S) A claim for delinquent rent in an unlawful detainer case	15	18	46%	16	4	80%	31	22	58%

The only type of case where a majority of the respondents said attachment is not necessary is the consumer case. 61% of the lawyers and about 55% of the businessmen said consumer attachment was not necessary. The respondents overwhelmingly stated that attachment is necessary in cases where the defendant cannot be found or conceals himself (52-7), where the defendant is a nonresident (54-4), where exceptional circumstances exist (52-7), and in commercial cases (47-11). The lawyers split fairly evenly over attachment in support liability cases while 72% of the businessmen favored attachment in such cases. 54% of the lawyers said attachment is not necessary in claims for delinquent rent in unlawful detainer cases, but businessmen favored attachment here by a four to one margin. Assuming that the respondents tended to resolve their doubts in favor of preserving the status quo (and even in favor of a return to the status quo ante Randone), it is fairly clear that consumer attachment is not necessary any longer; and it is somewhat less clear that attachment may be eliminated in support and delinquent rent cases.

Several respondents indicated that they would like to see attachment in some additional types of cases. One lawyer said it should be allowed in "all cases, if adequate bonding and penalties" for wrongful attachment are provided (#32). Another lawyer suggested it be allowed in cases of civil fraud,

by which he meant "fraudulent financial statement, forgery, and misrepresentation of identity or status" (#28). A businessman suggested attachment be allowed in any case against real estate (#115).

Question 32

Asked for the reasons attachment is necessary in the sorts of cases checked by the respondent in Question 31.

A sample of comments follows:

A lawyer in collection practice for over 10 years wrote:

> By the time a judgment is secured many defendants have either skipped, moved, closed business, or disposed of attachable assets. (#7)

A lawyer in business practice said:

> The main need is for attachment availability where the assets and/or the defendant are likely in the normal course of events to disappear. This leaves the legal remedy illusory. (#27)

A lawyer in collection practice argued:

> Lien of attachment will secure to the creditor--
> 1) Speedy remedy, with settlement, compromise, etc.
> 2) Reduced cost.
> 3) Security in case of bankruptcy.
> 4) Recovery while money useable at prevailing interest.
> 5) Greater risk in granting credit.
>
> Lien will secure to debtors--
> 1) Reduced costs.
> 2) Speedy settlement and compromise of claim.
> 3) More liberal credit policies permitting marginal debtors credit they do not now enjoy. (#21)

A lawyer in collection and business practice wrote:

> Creditors are powerless to deal with the dishonest debtor. It is extremely difficult to show "intent to abscond". Debtors have an incentive to file answers solely for purposes of delay. Canon 13 of California Ethics is being violated by attorneys with abandon. A debtor who is in trouble can dictate the method of liquidation of his business. Creditors must accept or file bankruptcy. Bankruptcy is a very expensive and difficult remedy to creditors; a debtor has at least 45 days from suit before a judgment. That is sufficient to rape any business inventory, pocket the cash and leave the bones to creditors. (#10)

A Bakersfield lawyer in business practice responded:

> Without some remedy for attachment experience has shown debtors will secrete or transfer assets to avoid payment of judgments and procedure to set aside conveyances in fraud of creditors are expensive and in most cases difficult to prove. (#3)

A credit manager for a sporting goods firm said:

> It takes 45 to 60 days to default--enough time for assets to disappear. (#122)

The president of a finance newspaper company wrote:

> Debtors operate on the credit extended by wholesalers who need quick recovery. Also it is the only available remedy to prevent fraud in connection with bulk transfers. Attachment also speeds court procedures. (#119)

A credit manager for a cement company reported:

> I have never been threatened by a debtor indicating he was going to conceal. Usually he has concealed assets or is in the process when caught. (#116)

A vice-president of a wholesale plumbing firm asserted:

> Individuals or consumer cases are generally not schooled enough in legal matters and a prejudgment attachment is an infringement on a person's necessary items. (#112)

A lawyer in collection practice for more than 10 years said:

> In the area of commercial cases or nonconsumer debtors, the need for a creditor's ability to restrain disposition of property or assets under steps designed to meet the constitutional due process requirements as outlined in Senate Bill 1048, are in my opinion, indispensable. We have had several cases involving claims against going businesses where the debtor simply files an answer with knowledge that many months, perhaps years, would elapse before the matter could be brought to trial and an otherwise just claim collected. (#12)

The manager of a San Francisco collection agency declared:

> I think that a pre judgment attachment should be available in all cases where the defendant refuses to cooperate. It has been my experience for 25 years that when a defendant refuses to cooperate the only way you can get him to cooperate and satisfy his obligation is by an attachment.
>
> In many cases when an agency files suit against a defendant they skip and leave town and the agency never recovers its court costs. In many cases we never find the defendants again. In most cases I attach and they will immediately make arrangements to pay their obligations. At the same time we can help educate them to their responsibilities. (#121)

A San Diego lawyer in business practice said:

> Prejudgment attachment after an appropriate hearing could force the parties to an earlier settlement, particularly where as a condition to obtaining the attachment, a court must determine the probable validity of the claim. (#13)

The manager of a Los Angeles collection agency stated:

> Too many instances of "fly by night" operators obtaining credit and milking the assets for personal benefit and gain.
>
> Credit wise debtors take refuge behind their security agreements with lending institutions and by the time judgment is rendered, a great many are then virtually insolvent with large losses to creditors.
>
> Additionally, many debtors will use the fact of no pre judgment remedies to impose arbitrary and costly terms of repayment upon creditors who may accept rather than choose legal action. (#120)

The president of a Long Beach roofing firm opined:

> When the liabilities of people or Companies become too great they tend to hide, divert, transfer, skip & disappear. One or more creditors should be able to attach any & all assets & require court to demand disclosure of any & all assets of defendant. Anyone who receives materials, services, or money should be made to pay for it & if there is no other way, to work for Plaintiff until paid. I am tired of seeing no-goods go from one place to another, or to other states & just keep swindling other people. They are parasites & a central computer agency should be available to check on prior records & a place to report. . . . Make laws tough--not this pampering type. (#108)

A chap in the wholesale liquor business responded:

> Prejudgment attachments are a last "straw" as far as a creditor is concerned. There is no creditor who will make an attachment whereby:
>
> (1) He can be counter sued,
> (2) He hasn't been in contact with debtor,
> (3) He hasn't advised debtor of his intentions,
> (4) He hasn't been able to cement a <u>new</u> payment plan without attachment. (#107)

A credit manager in a Los Angeles TV-radio wholesale firm said:

> In our business, the right to obtain prejudgments is necessary because otherwise a debtor can purchase merchandise from us and deliberately not pay us. If he forces us to exhaust the legal process, we can do nothing for 3 or 4 years if we go to Superior Court. In the meantime, he can sell all of our merchandise and skip or merely sit back and laugh at our collection efforts. We have absolutely no recourse against this type of situation. If we are unable to talk him into paying us or returning the

merchandise, we face complete loss. We have been fortunate during this interim period that we haven't faced large losses. As "slick operators" become more sophisticated and better acquainted with our legal collection problems some of them will certainly take advantage of it. Because we are aware of this problem, we must be more cautious in extending credit to try to avoid this situation. As a result, many honest financially marginal TV dealers are being hurt because we must restrict our sales to them and in turn we are hurting their sales. We don't believe any Credit Manager is capable of always knowing who will pay him and who will not. (#113)

An insurance company credit manager pointed out:

There has been a marked increase in our legal account balance. This is, of of course, because the debtor can now stall up to two or three years before the matter goes to trial. The debtor will request Jury Trial but will change to Judge on the day of Trial.

We have also had instances wherein the debtor transferred successfully all assets by the time the matter came to Trial. We have had instances wherein the debtor further extended himself after our debt was incurred and subsequently filed bankruptcy over one year after we would have been paid in full if prejudgment attachment had been available.

My experience has been that when attachment was made, the matter usually did not go to Trial. Now much additional expense is incurred because the same type of matters nearly always go to trial.

Without prejudgment attachment there seems to be no Creditors Remedy to Protect Themselves against the Companies that become defunct and border on outright credit fraud. These Chiselers have no intention of paying their Obligations. (#103)

A credit manager for a wood products company concluded:

It is imperative that a creditor business is able to take immediate, responsible, unilateral action to recover money due from a reluctant debtor business in preference to his other creditors. Attaching stock in trade, finished good, accounts and such frequently results in a note of reasonable duration secured by the assets, or excess of assets attached. In fourteen years experience there has never been a sheriffs sale over one of my attachments. Some do result in a petition in bankruptcy, which is its own justification.

It is easy to either conceal or transfer assets and become hard to find.

With prejudgment attachment available and known to be available, secured arrangements for payment due are easy and beneficial. For the past year the debtor invites suit knowing he has put the creditor aside for a year or more for no more than a moderate attorneys fee. Businesses compete for business and if not permitted to compete for payment will lose vitality.

Real property is an excellent subject for attachment. It is unmoving, but title to it is easily moved, either to obscure ownership or prefer business principals. Fraud is an exercise for attorneys. (#115)

A Los Angeles lawyer in general practice announced:

> The law has increasingly expanded in the direction of making the collection of debts more difficult and the ability to avoid payment more easy. I see no moral or sociological virtue to that and do not believe that there exists greater abuse by creditors than by debtors of their underlying rights and obligations. I disagree with supreme court's decision but to the extent that law can be drafted within limitations thereof, such law should permit attachment before judgment in as many conceivable ways as possible under the least restrictive procedures as possible. The elimination of a reasonable method of debt collection always injures the small creditor more than the larger one who can more easily spread the cost. All this results in is a lessening of competition by elimination of the smaller competitor. (#32)

A lawyer in business practice in Oakland wrote:

> In most business situations, the parties involved are sophisticated businessmen who are aware of the legal ramifications of defaulting on an obligation. The free extension of credit is extremely important to the orderly operation of businesses. If prejudgment remedies are not available to provide a businessman with the immediate ability to secure a delinquent account, the whole credit structure must be reevaluated and tightened to the point where business in general suffers. (#2)

The president of a San Francisco collection agency maintained:

> We have always tried to withhold prejudgment attachment on disputed cases, therefore, almost no problem with proving claim due. Defendant would have protection through exemption or bond to avoid hardship. Since 1971 truly believe creditors have lost much because (1) assets do not exist after waiting for judgment (used up or protected by debtor), (2) with prejudgment attachment it was sometimes possible to gain cooperation (perhaps not voluntary) of defendant whereas now quite often months go by attempting service, (3) visible loss of assets such as sale of real property before judgment (before attachment would have held this with no loss of ability of defendant to continue his life style). (#101)

Question 33

Asked those respondents who think attachment necessary to indicate the minimum claim, exclusive of interest and attorney's fees, in which the remedy should be allowed. (See Tables 5 and 6, column U.)

	Lawyers		Businessmen		Total	
	#	%	#	%	#	%
$0 (i.e., no dollar limit)	7*	22	6*	26	13	23.5
$200	5	15.5	5	22	10	18
$500	11	34	9	39	20	36.5
$1,000	6	19	2	8,5	8	14.5
$5,000	3	9.5	1	4.5	4	7.5

*One businessman and one lawyer who said attachment is not needed checked the $0 amount (#9 and 117); their answers are not included in these totals.

The median amount for both lawyers and businessmen is $500. However, as the percentages show, the lawyers as a group favored slightly higher minimum amounts than the businessmen. The Commission recommendation of $1,000 would not fare too well with these respondents. Assuming that the level will be either $500 or $1,000, these respondents would favor the lower amount by about 78% to 22%. Lawyers would prefer $500 to $1,000 by 71% to 29% while businessmen would by 87% to 13%.

Question 34

Asked the respondents to comment on any problems that they encountered under the attachment procedures prior to 1971.

Ten or 15 said they found the procedures acceptable or even ideal. Here is a sample of other comments:

A lawyer in general practice contended:

> We encountered few, if any, procedural problems under law in effect prior to 1971. Naturally, in any scheme of balancing equities, there will be exceptional cases that create inequities. Perhaps the trend of due process cases striking down all remedies have simply shifted a substantial number of equities in favor of the debtor to the injustice of the creditor. It is my opinion that SB 1048 and AB 1623 have balanced these equities. (#12)

Another lawyer said:

> Release bonds procedures were inadequate and there were unreasonable hurdles to collect on them. (#32)

A lawyer in collection practice concluded:

> The third party claim sections 689 and 689b were cumbersome. (#28)

A general practitioner in Monterey commented:

> Certainly a more streamlined system could be devised, but I could not begin to outline all shortcomings. Basically, the process was a procedural maze that was more complicated and intricate than necessary, a patchwork effort to protect the plaintiff on one hand and the debtor on the other. (#35)

The credit manager for a cement company wrote:

> By being able to exercise those instruments of protection available the matter of recovery was certain. The major problem following attachment was getting on the calendar. The security interest was maintained but the value was diminished by lengthy delays in getting a court date. (#116)

A lawyer specializing in insolvency and collection practice stated:

> Many problems with threats of suit for wrongful attachment or abuse of process, which did not materialize. The hearing provisions of new law eliminate most of that problem. (#10)

A lawyer in general practice in Los Angeles said:

> It placed too much bargaining power in hands of creditors. Too hard to collect on undertaking bonds. Unusually savvy debtors could avoid by interminable third party claims, etc., but abuse rare. Claims of exemption for small amounts economically infeasible for both sides. (#11)

A lawyer in business practice responded:

> Even a delay of a few days could seriously damage a business with a keeper in possession. The abuses by collection agencies especially on relatively small claims were numerous. (#18)

Another business lawyer concluded:

> The remedy for wrongful attachment is inadequate. If it had teeth, then plaintiffs might think twice before attaching. (#23)

A Beverly Hills lawyer in business practice suggested:

> Attachment was undoubtedly abused by collection agencies and some attorneys and used to blackmail payment in return for release of assets. Some kind of court scrutiny, as with a temporary restraining order should be required. Also, there should be a provision for a hearing for establishment of probable cause by the plaintiff, as with a preliminary injunction. (#27)

A lawyer in collection practice in San Jose complained:

> The problem we had was on claims under $5,000 payable outside California; we had many claims that we could not attach based on that limitation. (#4)

A lawyer in business and collection practice insisted:

> Claims of exemption were not handled uniformly by judges. Never knew what to expect at a wage claim hearing. Justification of sureties didn't work well--how could one ever be certain that a surety (personal) would have assets after a case was over, should you want to proceed against him. Bonding procedures were sometimes unfair. If the claim were for a particular amount and you wanted to levy for less, and it was a joint account, your bond had to be twice the amount of the claim, and this was silly and too expensive a bond to purchase. (#9)

Question 35

Asked for comments on the attachment bill enacted in 1971 (SB 1048, Ch. 550) and any anticipated problems. Many respondents said they were not familiar with the new law or that they had had no cases where they would use attachment since it was enacted. Some other respondents answered as follows:

A credit manager concluded:

> The main problem may arise in the definition of a "commercial transaction" when dealing with a sale owner/operator who is the only employee. Delays caused by a crowded calendar may be avoided by the hearing procedure, however the secured status of the creditor will provide the protection necessary. (#116)

A lawyer in collection and insolvency practice wondered:

> What criteria will the judge use to issue attachment? Any claim of defense will be sufficient to defeat the levy? Will the court weigh facts? The remedy will depend on the whim of the judge. (#10)

A lawyer in business practice alleged:

> I believe the provisions are still too onerous for a business dependent. He is put to additional time and expense to be at the hearing on the TRO which is over and above the cost of defending the suit. I feel that the moving party should pay all reasonable costs and attorney's fees if he does not prevail at the hearing or ultimately in any litigation. SB 1048 is still highly discriminatory against defendants in business and probably represents an unconstitutional preference on consumer versus commercial debts. (#18)

A Los Angeles lawyer in business practice asked:

> What's a necessity? SB 1048 won't resolve the problem of the sneaky businessman who loads up his merchandise and slips out of town. (#23)

A credit manager in a San Francisco wholesale firm commented:

> As far as I can see about all the current attachment laws will do is load the courts. Currently we sue and secure judgment just as fast as we can. (#105)

The president of a Long Beach roofing company complained:

> The new law is only making it easier for people to get away with something for nothing--nothing but problems under this law. Eliminate the 1971 changes--go back to prior laws and improve them by making them tougher. (#108)

A San Francisco credit manager said:

> The attitude of the various courts as to what constitutes reasonable defense, or adequate showing of debt. Unless the restraining order acts as an attachment it will simply give notice to the debtor to conceal or transfer and other creditors to act. Attachment leads to fewer hearings--the procedure under 1048 to more. There is no real penalty for concealing or transferring and many legal ways to accomplish it. (#115)

An Oakland lawyer in business practice wrote:

> In general the statute will not enable a creditor to move quickly enough to insure success in attaching property. The law would be more workable if the property could be secured prior to a hearing on the merits. (#2)

A San Jose lawyer stated:

> Procedure may prove cumbersome and jam up the courts. (#4)

A lawyer in collection practice responded:

> Considering the usual size of commercial collection cases which I have handled, the new procedures seem to be time consuming and expensive in comparison to the expected returns. Additionally the restraining order provisions would appear to be difficult to enforce. Suggested solution: No prejudgment attachment, but rather shorten the time for answer or appearance after service of summons and complaints to 5 days as in unlawful detainer cases. In that case, a judgment could be obtained in a short time. (#17)

A lawyer in collection practice predicted:

> The procedure will only be used in exception cases and will not reduce the cost of credit which should be the goal of any creditor oriented legislation. Cost of credit is in direct proportion to ease and cost of enforcement of obligations and this legislation is too expensive to have any effect. (#21)

Question 36

Asked whether a provision permitting attorney's fees to be awarded to the plaintiff if he recovers an amount equal to or in excess of a statutory offer (or an amount equal to the amount set out in his complaint) would be a satisfactory substitute for prejudgment attachment in commercial and consumer cases (i.e., would this sanction effectively preclude the frivolous answer, thus avoiding delay and permitting early utilization of postjudgment remedies). (See Tables 5 and 6, column V.)

31 out of 35 lawyers and 14 out of 20 businessmen answered no.

Question 37

Asked for comments on the sort of prejudgment remedies respondents believe should be provided to plaintiffs. A sample of comments follows; many respondents did not answer or indicated their satisfaction with former or current law.

A credit manager for a wholesale electronics firm said:

> In view of the recent court decisions, I believe SB 1048 is about as much protection as we, as suppliers can expect. I do think the time limit from the start of the action until the attachment is actually in effect should be as short as possible and I also believe a more restrictive control should be possible over the sale of inventory during that interim period. If the defendant is allowed to continue to sell inventory or, under claim and delivery, secured merchandise, it would seem logical that the proceeds should be kept available for the creditor if he is given the right to an attachment. I'm sure there is a very small percentage of creditors who will abuse any legal remedy available, but I am also sure 99% of all creditors will use legal action only as a last resort. They need the right to effective legal action, but will seldom use it. It is extremely unfortunate that here again we let the questionable tactics of a very few unscrupulous creditors dictate the need for very restrictive laws which will hurt the supplier by requiring him to be more conservative in extending credit and will hurt honest, deserving, financially marginal dealers because they cannot obtain sufficient merchandise to properly operate their business successfully. (#113)

The credit manager of a cement company suggested:

> Providing a clearer picture of the bonding sources available to overturn an attachment and restraining orders should alleviate the claims which are filed as nuisance suits. This bonding provision would be used for the benefit of the claiming creditor and could free attached property or assets for continued use by the defendant but would assure protection to the creditors against dissipation of assets. (#116)

A lawyer in business and collection practice recommended:

> A summary procedure should be established for all commercial matters under $1,000--maybe $2,000. A creditor with or without an attorney should be able to file a declaration accompanied by a statement of debt. Debtor within 15 days must file a specific answer as to why the debt is not due, e.g., non delivery, defect in goods, etc. Trial would be held 15 days thereafter--NO CONTINUANCES--NO DELAYS--on the issues raised by debtor only--all else would be deemed admitted. Evidence would be in person or by affidavit if the witness were not available.
>
> Advantage: 1) The out of state creditor could afford to try to collect a debt he cannot now afford to collect; 2) The court would be relieved of the paper work and judge work involved in these small commercial cases; 3) because of the short time to trial there would be no incentive to a debtor to file an answer to delay--unless a notorious debtor-minded judge was hearing these cases.
>
> Disadvantages: 1) "Traditional rules of evidence" not available; 2) not enough time to prepare the case. (#10)

A lawyer engaged in business and collection practice reckoned:

> My experience is that when I attached, I was almost always right. I believe legislation guaranteeing a successful defendant more than just interest on an attached bank account or the like would be a proper deterrent, maybe attorney fees and punitive damages--non dischargeable in bankruptcy or something like that. (#9)

Another lawyer for a collection agency wrote:

> I feel any creditor having a claim of 500 or more should have a prejdugment remedy against any debtor. I feel the remedy against the consumer-debtor should be in the nature of a lien while against a business the remedy should be a seizure. The courts have underestimated the typical businessman's sophistication by putting him in the same class of a consumer. (#4)

A manager of a collection agency divulged:

> I strongly do feel that the law was fair to all concerned before the attachment was declared outlawed. There normally is not any legal action filed against any one if they show cooperation. It is when people will not cooperate and ignore all demands that legal action was filed and an attachment levied on their wages or assets. I strongly feel that if

> legislation keeps going in the direction that it is going at the present time it will hurt our economy to a great extent as merchants, and creditors feel that they have no protection. They will then demand cash and there will not be a lot of credit available. (#121)

A businessman responded:

> My experience is limited to commercial cases; however, if an attempt is made to draft legislation which treats commercial and consumer cases as one, in light of todays consumer protection crusade, most of which I agree with, we can be almost certain of either no bill or one which would be virtually useless to everyone. The legitimate business creditor should have no objection to a bill which covered debts in an amount exceeding the Small Claims Court limit, for goods delivered, that included severe penalties for frivolous prejudgment attachments. (#118)

A collection lawyer suggested:

> I don't believe that a prejudgment remedy is necessary in a commercial collection case. . . . My suggested solution [is to] shorten the time for answer or appearance. Using that solution, a defendant would have time to be heard on a contested case if there is any basis for a defense, but if no basis, then the creditor would not be unduly prejudiced by the lapse of time as is the case now. (#17)

A credit manager of a wholesale firm proposed:

> In unsecured items, commercial only, the courts should be instructed to hear the case within 24 hours of filing. If the court can't, the creditor should be allowed to attach, or place a keeper in business location. I believe the debtor should be allowed to post bond for 125% of the amount attached on amount due. In lieu of bond, a bank can be instructed to hold such funds in their possession with interest to debtor. (#105)

Finally, a lawyer in business practice argued:

> In most commercial disputes, either party will be damaged by waiting until a trial of the issues on the merits before attaching the debtor's property. If the creditor feels that he must make an early move to protect himself then he should bear the risk of an error in judgment and at least make the debtor whole for the costs incurred in defending an action he did not bring. (#18)

Respectfully submitted,

Stan G. Ulrich
Legal Assistant

TABLE 1

COMMERCIAL ATTACHMENT - LAWYERS

	A (No. of Lawyers)	B	C	D	E ($) <200	E 200-499	E 500-1000	E >1000	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
1	1-3	100						100	100					100		50	0		0			100						100
2	4-14	100					20	80	85			20		60	20	0	0		0		40	20	10	30			90	50
3	4-14	100					1	99	95	10			40	50		1	2	100	0		5			100			99	75
4	800	95		5			25	75	100	75				25		.05	0		0		20	40	40	19	1		99	45
5	4-14	75	10	10	10	15	25	50	90			25	25	25		75	25	25	0		25	25		25			25	25
6	4-14	90		10		20	30	50	100	20		30	40	10		30	25	30	0		50	40		10			100	30
7	100s	97		3		35	50	15	80	70	5		5	20		2	4	1	0		80	3		1	15	1	90	50
8	<1	(50)	(50)					(100)						(100)														
9	>50	100				0-25	75-100		90	5			1	90	5	10	1	≤1	0		40-50	25-40	10	10	1	1/2	90	25-40
10	300-500	99			10	25	30	35	99	75				50		5	5	75	0		50	35		10		2	95	35
11	15-50	80	20				10	90	10	40	10	10		30	10	0	20	50	10	50	40	20	10		10	20	0	5
12	>50	90	5	5		5	25	60	90	25	10	25	25	10	5	5	10	5	0		70	60	40	90	10	5	90	5
13	4-14	100			75	10	10	5	10	25				75		1/3	1/3	100	0		75	25					10	30
14	0																											
15	0																											
16	0																											
17	15-50	99	1				10	45	45	95	99				1		2	0	0		1	97	1	1			100	98
18	1-3	100				20		80	100	100	80	20	20	20	20	40	40	40	0			20	20			20		20
19	<1	100						100	50			20		80		10	20	50	0		50	50						
20	1-3	100					50	50	100	10			40	50		10	0		0		66	16	16					
21	15-50	80	15	5	10	70	10	10	95	75	5	10	5	5		5	10	10	0		50	10	10	10	5	5	50	50
22	4-14	100						100	100	50				50		0	0		0			75		25			100	75
23	4-14	100						100	100	18		2		80		0	0		0		5	85	10					
24	0																											
25	1-3	100						100		10			10	80		5-10	0		0		10	10	80					10
26	15-50	95		5				100	100	20	20	20		60		0	0		0		100							0
27	1-3	90	10					100	80	25	25	25		25		25	0											
28	15-50	90	5	5		10	80	10	95	60	5	5	15	5	10	5	5	50	0		75	10	10	5			75	10

TABLE 1

COMMERCIAL ATTACHMENT - LAWYERS (cont.)

	A (No. of Yrs)	B	C	D	E ($) <$200	E ($) $200-499	E ($) $500-1000	E ($) >$1000	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
27	–																											
30	<1	80	10	10			100		100				75	25		0	10	0	0		50	50						
31	1-5	94	5	1		10	90		80	5	2	5	70	15		3	50-60	95			10	70	5	5	10			
32	<1	100			10	20	30	40	90	10			60	30		50	20	50	10	100	60	30		10			100	100
33	1-3	100					100		100					90	10	0	0		0			90		10			90	
34	–																											
35	15-50	90	10			5	10	85	75	5	15	15	20	40	5	40	10	25	0		20	40	10	30			$66\frac{2}{3}$	30

TABLE 2

COMMERCIAL ATTACHMENT – BUSINESSMEN

	A (No. yr.)	B	C	D	E ($) <200	E ($) 200–499	E ($) 500–999	E ($) >1000	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y
101	75–100	100			10	50	20	20	60	5				80	15	1	0	0	0		84	10		3		1	99	8
102	1–3	50	50		50			50	50			50	50			50			0		50		50				100	
103	4–14	100					10	90	100	20		10		70		0	0		0		5	90		5			100	90
104	1–3	100				20	30	50	70	15		40		45		0	0		0		100							
105	15–50	30	40	30		5	50	55	91	20	20	10	2	38	10	1	4	1	12	3	75	5	4	4	2	10	95	12
106	4–14	100				50	50			100						0	0		0		10	80	10					
107	15–50	100				20	30	50	82	75	5	10	5	5		40	0		0		30	20	30	10	10		90	1
108	1–3	90	10			20		80	75		20	30		50		0	0		0		80	20					100	0
109	4–14	100				20	70	10	0																			
110	1–3	100					80	20	100	80	10		10			0	0		0			50				50	80	20
111	0																											
112	1–3	100						100	0													30	70				0	30
113	<1	100				40	30	30	100	40			20	20	20	0	10	0	0		10	60	30					
114	15–50	85	15			35	55	10	100	100	100	100		35		5	0		0				100				85	15
115	4–14	100						100	100	10	25	25			40	0	0		0		40	50		10			100	0
116	1–3	90	10					100	90	90				10		0	0		0		60	25	5	5	5		90	0
117	–																											
118	4–14	100						100	100	60				40		20	0				20	80						
119	15–50	100			80	20			100				80	20		0	0		0			90–100						90
120	100	100				10	70	20	1	60			10	20	10		1	½	0		10	80	7	2½	½		2½	80
121	200	85	5	10	5	80	10	5	10	5	5	5	5	80		10	5	5	1	½	90			10			98	5
122	750	95	5			60	30	10	100	99			1			10	10	8			50	50						
123	<1	100						100		90	10					0	0		0			95	5					
124	<1	100					25	75				30	40	30		0	0		0			50		50			100	100

TABLE 3

CONSUMER ATTACHMENT - LAWYERS

	A (No. of Att.)	B	C	D	E	F	G	H (#) <200	H (#) 200-499	H (#) 500-1000	H (#) >1000	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD
1	0																																
2	0																																
3	4-14	100								100		85	48	48		3	1				0	10	50	0		5	25		70			100	50
4	0																																
5	<1	25	50	15	10			10	15	25	50	10	50	25	10	10	5				10	25	50	0		25	25		25	5		75	50
6	1-3	100							50	50		100	75	25							0	33	0	0		100							
7	1000's	95	2		2	1		40	50	7	3	65	5	10		2	83				0	5	40	0		70	15	5	2	7	1	90	20
8	0																																
9	<1	100							50	50			5	5		90					0	25	50-75	0		25	25	25	25			90	25-50
10													50								5	5	75	0		50	35		10		2	95	25
11	15-50	100						20	20	30	30	75	20	20		40	10		10		0	50	90	30	100	35	10	20	5	10	20	0	0
12	<1	100							10	50	40	50	10	10		70			10		10	60	40	0		70	20	10	80	10	10	90	10
13	0																																
14	4-14	100						10	45	45			15	10		75					0	100	90	0			50	50				0	
15	0																																
16	0																																
17	0																																
18	<1	100							33⅓	66⅔			33⅓			66⅔					0	0		0		33⅓	33⅓			33⅓		33⅓	
19	0																																
20	0																																
21	>50	80		10		10		10	70	10	10	95	10	5	5	5	75				5	25	50	0		70	25		10	80	5	95	30
22	4-14	95	5						10	70	20	100	25	20		5	50				10	25	50	0		25	50		25			100	50
23	0																																
24	0																																
25	0																																
26	0																																
27	0																																
28	500	95		2½		2½																		1	0	80	10	5	4	1		95	10

TABLE 3

CONSUMER ATTACHMENT - LAWYERS (cont.)

	A (No. yrs)	B	C	D	E	F	G	H ($) <200	H ($) 200-499	H ($) 500-1000	H ($) >1000	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD
29	-																																
30	4-14	80			10	10			25	50	25	95	10	30		20				40	5	10	0	0		50	20	20		10			
31	15-50	100							60	30	10	100	30	30			40				0	70	90	0		30	20	40		10		15	
32	1-3	80	7	7	6			30	30	30	10	85	50	30			20				20	30	33⅓	5	50	60	30		10			100	100
33	-																																
34	-																																
35	15-50	100							25	45	30	60	30	40			25			5	10	40	50	0		40	30	10	10	5	5	75	40

TABLE 4

CONSUMER ATTACHMENT - BUSINESSMEN

	No./yr A	B	C	D	E	F	G	H (#) <200	H (#) -499	H (#) -1000	H (#) >1000	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD
101	4-14	100						20	50	30		100		75			25				0	12½	100	0		90	10					100	10
102	0																																
103	<1	100								100			10	90							0	0		0		25	25		50			100	25
104	-																																
105	1-3						100		40	55	5			4							3	15	11	4	1	65	10	4	10	8	3	4	35
106	0																																
107	0																																
108	1-3	100							50	50		75		50						50	0	0											
109	-																																
110	0																																
111	0																																
112	<1	100								100		100		100							100	0		0			100						
113	0																																
114	-																																
115	0																																
116	0																																
117	-																																
118	0																																
119	-																																
120	-																																
121	200	85		10	5			5	80	5	10	90		15		5	80				5	5	10	1	½	90		10				99	15
122	0																																
123	0																																
124	0																																

TABLE 5 OTHER PROCEDURES & RECOMMENDATIONS - LAWYERS

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U (1) 0 200 500/1000 5000	V
1	Y	Y	Y	Y	Y	N	N	N	N	N		Y	Y	Y	Y	N	N	N	N		✓	N
2	N		Y	Y	Y	Y	Y	Y		N	Y	Y	Y	Y	Y	Y	N	N	N		✓	N
3	N	N					N					Y	Y	Y	Y	Y	Y	Y	Y		✓	N
4	Y	N			Y	Y	N				N	Y	Y	Y	Y	Y			Y		✓	N
5	N	N	N	N	N	N	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	N	N		✓	N
6	Y	N	Y	N	N		Y	Y	N	N	N	Y	Y	Y	Y	Y	Y		Y		✓	N
7	Y	N	Y	N	Y	N	N	N		N	N	Y	Y	Y	Y	Y	Y	Y	Y		✓	N
8	N	N	N	N	Y	N	N	N	Y	N	N	Y	Y	Y	Y	N	N	Y	N		✓	Y
9	N	(N)	N		Y	Y	Y	Y	Y	N	N	N	N	Y	N	N	N	N	N		[✓]	N
10	N	N	N	N	Y	N	Y	N	Y	Y	N	Y	Y	Y	Y	Y	N		Y		✓	N
11	Y	Y	Y	Y	Y	(N)	Y	Y	N	N	Y	Y	Y	Y	Y	N	N	(N)	N		✓	N
12	N	N	N	N	Y	N	Y	N	N	N	Y	Y	Y	Y	Y	Y	N	Y	N		✓	N
13	N		N		N	N	N		N	N		Y	Y	Y	Y	Y	Y	Y	N		✓	N
14	N		N		Y	N	Y	Y		N	Y	Y	Y	Y	N	Y	Y	Y	Y		✓	N
15					Y	Y	Y	Y	N			Y	Y	Y	Y	Y	N	N	N		✓	N
16	Y	Y	N	N	N		N		N	N	Y	Y	Y	Y	N	Y	Y	Y	Y		✓	N
17	N	N	Y	N	Y	N	Y	Y	Y	N		N	(N)	(N)	(N)	(N)	(N)	(N)	(N)			Y
18	N		N		N		N				Y	Y	Y	Y	Y	N	N	Y	N		✓	N
19												Y	Y	Y	Y	N	N	Y	N		✓	N
20												Y	Y	Y	Y						✓	N
21	Y	N	Y	N	Y	Y	Y	N	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y		✓	N
22		N			N	N	N	N			N	(Y)	Y	Y	Y	Y	Y	Y	Y		✓	N
23	N	N	N	N	N	N	N	N	N	N	N	Y	N		Y	Y	N		N		✓	Y
24	N	N	N	N	Y	N	Y	N	N	Y	N	Y	Y	Y	Y	Y	N	N	N		✓	(N)
25	Y	(N)			Y	(Y)						Y	Y	Y	Y	Y	N	Y	Y		✓	Y
26	N	N	N	N	Y	Y	N	N	N	N	N	Y	Y	Y	Y	Y	N	N	Y		✓	N
27	N	N	N	N	Y	N	Y	N				Y	Y	Y	Y	Y	N	N	Y		✓	N
28	Y	N	Y	N	Y	Y	Y	Y	Y	N	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	✓	N

TABLE 5 OTHER PROCEDURES & RECOMMENDATIONS - LAWYERS (cont.)

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U (#) 0	200	500	1000	5000	V
29												N	(N)	(N)	(N)	(N)	(N)	(N)	(N)							N
30	N		N		N		N		N	Y	N	Y	Y	Y	Y	Y	Y						✓			N
31							Y	Y				Y	Y	Y	Y	N	N	N	N					✓		N
32	N	N	N	N	Y	N	N	N				Y	Y	Y	Y	Y	Y	Y	Y		✓					(N)
33									N			Y	Y	Y	Y	Y	Y	Y	Y		✓					N
34												Y	Y	Y	Y	Y	N	N	N				✓			N
35	Y	N	N		N		Y	Y		N	N	Y	Y	Y	Y	N	N	N	N	Y		✓				N

TABLE 6 OTHER PROCEDURES & RECOMMENDATIONS - BUSINESSMEN

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U ($) 0	200	500	1000	5000	V
101	N		N		N	N	N	N				Y	Y	Y	Y	Y	Y	Y	Y			✓				N
102	Y	Y	Y	N	N				Y		N	Y	Y	Y	Y	Y	Y	Y	Y		✓					
103	N	N	N	N	N	N	N	N	N.A.	N.A.	N.A.	Y	Y	Y	Y	Y	Y	Y	Y				✓			Y
104	N	N	N				N					Y	Y	Y	Y	Y			Y				✓			
105	N	N	(N)	(N)	Y	Y	(N)		Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y				✓			N
106	Y	N	Y	N	Y	N	Y	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	Y		✓					N
107	Y	Y	Y	Y	Y	Y	Y	N	N	Y	N	Y	Y	Y	Y	Y	Y	Y	Y			✓				N
108	Y	N	N		N	N	N	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y		✓					N
109	Y	N										Y	N	Y	Y	Y	N	Y	Y			✓				Y
110												Y	Y	Y	Y	Y	N	N	N			✓				N
111	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	N						✓			
112	N	(N)	N		Y	N	Y	Y	N	Y	Y	Y	N	N	N	N	Y	Y	Y					✓		Y
113	N	N			N		Y	N	Y	N	N	Y	Y	Y	Y	Y						✓				N
114	N		N		Y	Y	Y	Y	N	N	N.A.	Y	Y	Y	Y	Y					✓					N
115	N	N			Y	N	N	N	Y	N	N	Y	Y	Y	Y	Y	N	Y	Y	Y			✓				N
116	Y	Y	Y	Y	Y	Y	Y	Y	N	Y	N	Y	Y	Y	Y	Y	N	N	Y					✓		Y
117												N	(N)	(N)	(N)	(N)	(N)	(N)	(N)		[✓]					Y
118	N		N		N		N				N	Y	Y	Y	Y	Y	N	Y	Y				✓			N
119	N		N						N	N	N	Y	Y	Y	Y	Y			Y		✓					N
120	N	(N)	(N)	(N)	Y	N	Y	Y				Y	Y	Y	Y	Y	N	Y					✓			N
121	N	N	Y	N	Y	Y	N	N	Y	Y	N	Y	Y	Y	Y	Y	Y	Y	Y						✓	N
122	N		N		Y	N	N		N			Y	Y	Y	Y	Y	N	N	N				✓			
123	N	N										Y	Y	Y	Y	Y	(N)	(N)	(N)		✓					Y
124	N	N			N		N		N	N	N	Y	Y	Y	Y	Y	Y		Y				✓			N