

REDLINING IS A SKILL

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My name is Stacey, and I teach in the corporate and commercial law program at the University of Denver Sturm College of Law. Talk about long titles. Today, what I want to talk about—but more importantly, what I am going to ask all of you to participate in, as well (I like to be interactive)—is an exercise that I implemented into my corporate drafting class. It is one that has morphed and grown through the years that I have been using it.

Before we dig in, I want to set a little bit of background and then we will move forward. It was probably about two years ago that I incorporated the concept of a redlining exercise into my class and I think it has been a huge success. I do not say that just because I think it has been a huge success, but I also say it because what I have noticed through the years is that students have come to me and said, “You know what, this exercise was very challenging for me. It made me do something that we do not normally do in corporate drafting but, at the end of the day, I feel like I walked away and I really understood the provisions very well and I understood this idea of how to undertake and redline someone else's work.”

I want to start off with a little bit of background—and again, we are going to do a version of the exercise in a little while—but I want to just share some definitions that I found of redlining. I was having a conversation with Will—who is next door—on the way over here and we were talking about redlining versus blacklining. I use that terminology interchangeably. I know for some people it has a different perspective in that sometimes we think of redlining as using track changes in Word versus blacklining—creating a compared document. I use the terminology redlining here but what I ask my students to do is create a compare document. I will talk a little bit about that as well.

Redlining was interesting. I just did a quick Google search and you get all of these definitions of what is a redline but you do not get a whole lot of information that talks to about how to redline. What is the process? What should I be thinking about? How do I undertake this whole exercise? The other thing that I stumbled across in my research of redlining—and I did not know this—is that it is an illegal practice in the

context of neighborhoods viewed as in disrepair in real estate development. I was not familiar with that terminology. Along the way, I learned something new as well.

I felt like these definitions are great definitions but they do not tell students a whole lot. What I know through my years of practicing is that redlining is a skill and it is not a skill that you necessarily learn in law school. I know it was not a skill that I learned in law school. I do not think it is a skill that we incorporate widely in the law school setting, but what I know as a transactional lawyer, and as somebody who did this for over fifteen years full-time, is that you better know how to redline when you get out there and practice. Because if you cannot redline or you do not understand how to do that, it can cause some issues. I feel like this is something that goes back to this whole idea of practical learning.

We do not always teach our law students those practical skill sets that they need when they get out there in the practice world. We are pretty good about teaching them the substance and the theory, but sometimes that day-to-day stuff and how they do it is not understood. So, they get out there and they are not sure what to do. I am going to talk a little bit about how the assignment is set up in my classroom, but I really feel like this is something that you can translate across many types of classes. It does not have to be corporate drafting. I think you could incorporate the idea of a redline exercise into almost any class, whether substantive or practical in nature.

The first thing that I do is use an indemnification provision. I teach my drafting class from a merger and acquisition perspective, so one of the things I should also say is that we do this exercise about two-thirds of the way through the semester. They have already immersed themselves in this particular merger and acquisition scenario, they have a lot of background information, and they have already drafted bits and pieces of the M&A agreement before we hit this point where we look at an indemnification provision and I ask them to redline it.

I post the provision on the TWEN site. But before I ask them to do anything we have a substantive discussion in the classroom about indemnification provisions, what are they in the context, and how they work. They also do some preliminary reading. We do all of this before I ask them to redline the provision. I have to provide context and background because I think everyone sitting in this room knows that indemnification provisions in any context are not easy to tackle.

I am also asking them to tackle a redline. That is something that is a little bit more of a difficult concept and one that maybe they have not necessarily been greatly exposed to. First, I hold probably almost a full class session where we talk about the indemnification provision and then I also talk to them about how to blackline. I never cease to be amazed that students do not know they can create a compared document. You might think that after years and years of doing this I would stop being amazed but I generally say, "So how many people know how to create a compare?" Everyone says, "Oh, you mean use track changes." And I say, "No."

We all get our laptops (whether they are Macs or traditional laptops, most of them are Macs these days in my classroom), we go into Word and the first thing I do is teach them how to create a compare document. It is like a little light bulb goes off in their head for those who have never experienced this. It is much easier to say, "Here's my original. Here's my revised version and now I am going to compare them and Word is going to create a nice compare document for me that shows all of the changes and deletions." I try and get them familiar with that concept because using track changes is not the most user-friendly way to create a compared document.

The next thing I do is introduce them to the assignment and give them about a week from the discussion on indemnification to review the posted provision. We are going to do an exercise with an abbreviated version of that indemnification provision. Just so you know, the one they look at is probably about three to five pages long. I post the indemnification provision and I say, "You have a week to take what you learned in our discussion in class, to do some additional reading on your own, and to read this indemnification provision so you can start wrapping your mind around what this means."

At this point after the indemnification lecture in class, I am no longer their professor when it comes to the indemnification provision. I give them a week to review it, and I say:

You're going to come back in a week and when you walk into this room, I am your client. You cannot address me as the professor. You cannot ask me questions that you would ask a professor. You cannot ask me to explain what is indemnification

or to help you understand the substance of it.

When the students come into the classroom in a week, I am going to be the client and every student can ask me questions to help them know how they are going to redline this indemnification provision in a way that meets their client's objectives. It is kind of fun. You get to not be the professor for a change. I will not answer questions that are substantive-driven. They have to be very specific questions. So that is another element to this whole redlining exercise too—this idea of how to communicate with the client. I will tell you that when they ask me a question as the client, I will say, “Well, I do not think I really understand what you are saying. Can you give me some more context or can you give me some background?”

Sometimes they come in and know I am playing that role, but they have to get used to the idea that, “Oh, she's really going to react as if she was the client.” If I do not understand what it is that you are asking me, you have to give me the context for me, as the client, to be able to answer that question for you. There is a dual aspect going on here with this redlining exercise. Then I give them a week from that interview to submit their redline. It is a little bit of a lengthy process. That is not to say that other things are not going on in the classroom at the same time and that we are not moving on to additional topics or they are not doing other writing. But that is really how it plays out in my classroom.

One thing that I also like to do—and this generally is dependent on how I am doing timing-wise in my classroom (where I am and how far behind I am)—is this after they have submitted the initial redline, I give them feedback. If I have time, I will again hold a class session where I play the role of the client. They can come in and ask clarifying questions because I have mandatory rewrites on many of my assignments, and this is one of them. If we have enough time, I will do that again, and they can come in and based on the prior feedback I have given them, obviously as the professor, they can ask clarifying questions before they do a resubmission of their assignment.

Audience:

Are those clarifying questions of you as a professor or as a client?

Bowers:

Of me as a client, again.

Audience:

Okay.

Bowers:

They ask me questions as a client again, so I have that same perspective when they come in—I am going to fill the role of the client. I also want to say that when they submit the initial redline assignment, the students have to submit it with a cover email to the client. You can see I am incorporating multiple things here at once so they have to submit that redline to the client and say, “This is what I am proposing to send back to the other side.” They also have to be able to articulate the matters that they think the client should pay particular attention to or be cognizant of before this goes back to the other side's counsel.

That is a balancing act too because I say, “You do not need to tell me, as the client, about every one of your changes.” They are sending it to me as if I am the client. You need to alert me to those things that maybe you want to make sure that it is what I wanted, or you need some additional clarification on. There is a lot going on in this exercise, I confess. Thinking from a points perspective in my class, generally this assignment is usually worth about anywhere from ten to fifteen percent of their grade because there is so much going on here.

With that, we are going to partake in this redline exercise a little bit so you can get a sense of how it works. I am going to set the stage for you because you have not been in my classroom for part of the semester and you do not have all the facts. So let me give you a little bit of background for this. There is a small landscaping services company. By landscaping, I am not talking about mowing. I am talking about major landscaping, taking care of trees—this is the company in my fact pattern. They might take care of golf courses. They might work in large residential apartment complexes or office parks.

This is a pretty well-established local landscaping company and its predominantly just in one state. It has built up a big presence in one state. It has three shareholders. They are the original founders. They have been running the company since the beginning. They do not need to sell their company. They are doing very well financially. They are very comfortable with how their business is running. They have a very good reputation. There is no impetus for them to have to sell, but a national company who

has not been able to forge a presence in this state is interested in acquiring them.

Obviously, my state is Colorado since that is where I am from. The national company who has not been able to break into the Colorado market approaches them and says, "You know what, we would like to buy your company. We really want to have a presence here. We have not been able to do it." The three shareholders say, "That is really great. If we can get the offer that we want, we are going to take it." To give you a sense of this small company, it is in a pretty good power position. They do not need to sell. They do not need to really capitulate to what the other side might demand.

Also keep in mind that this indemnification provision is written from the buyer's perspective. So buyer's counsel drafted the M&A agreement and as a part of that M&A agreement they drafted this indemnification provision. What I am going to ask you to do is take a couple minutes and take a quick read through that indemnification provision. Then I am going to give you a chance to ask me some questions as if I am a representative for the client. I will be one of the original founders and shareholders of this small company. I know you did not think you were going to have work to do.

Audience:

Or think.

Bowers:

Or think. Exactly. That is probably the bigger thing. I am looking at everyone's faces concentrating. Try not to look up because you might ask me a question. I get the sense that most people are done reading? I am now going to be the client. My name is Melissa Shrub. I am one of the founders of this company and it is called Tree Services, Inc. With that, does somebody want to ask a question? And know that I will repeat them so they get recorded. Yes?

Audience:

Is it a fair assumption that the lawyer and the client have talked about indemnification in general?

Bowers:

A little bit. They have talked about it generally, but they have not necessarily discussed it in depth. Both parties are seeing this provision at

the same time, so they have received a draft. They have had some general discussion about indemnification, but not at a detailed level.

Audience:

I guess one thing I would want to know is what is potentially out there? I do not feel as if I can really figure out how much protection my client needs unless I know what the potential exposure is.

Bowers:¹

I think you did a good job [asking that question]. If you were in the classroom, I would say that was a good question. I would say to you:

You know what, we have very little exposure, but probably some of our biggest exposures are workers' compensation claims because sometimes our employees get injured on the job. We are dealing with two litigation matters right now, one of which involves a workers' compensation claim, as well as potentially something more. Specifically, as one of our workers was working, a tree limb was cut, it fell on her, and it broke her arm, which is the workers' compensation part; she also claims emotional distress because she thinks she is now afraid to do this job—she is afraid to walk under trees.

The other claim that we are dealing with is that our employees, while on the job, on a rather windy day had a branch get away from them and it knocked over some antennas and did some damage on the roof of the building and to the HVAC. Other than that, right now, we do not really have anything ongoing. Those are our primary litigation matters that we are facing.

¹ [Throughout the remainder of this presentation, Professor Bowers interacts with the audience as she would students in her class. To show when this occurs, the editorial board chose to note these passages using block quotes.]

Audience:

Okay.

I would like to ask about insurance. Do you feel like insurance is going to cover those claims?

Bowers:

We have very traditional insurance. We have a standard workers' compensation policy in place that we need to carry. We also have general commercial liability insurance. We feel confident with the workers' compensation claim that insurance is going to step in and cover it. We are a little bit unclear on how that emotional distress claim is going to play out. As far as the damage to the roof, we are hoping that our general policy will cover it.

As far as the damage to the roof, our sense is that it was no fault of our employees. It happened to be a force of nature that caused this to happen. We are feeling pretty good that the insurance is going to step in and cover it. To answer your question, I think the risk of us having to come out of pocket for any of those is clearly minimal.

Any other questions? Maybe at least one or two more. Yes, ma'am.

Audience:

Similar to that previous question, but broader: I would ask more generally what are you worried about and why?

Bowers:

I am going to pretend you are my student and I would say:

Could you give me a little bit of context as that feels a little bit broad for me? Can you give me

an idea of what you're trying to get to with that question?

Audience:

What I am trying to get at is that you are trying to achieve something by selling your company. There are some upsides to you, but what are some of the downsides? Therefore, what would make you feel comfortable with this indemnification provision?

Bowers:

Obviously, the upside is we are going to walk away with a chunk of money. We are a fairly debt-free business so we do not have a lot of obligations to pay off—the upside is money is going to come into our pocket.

I guess from my perspective, as the client, and this what I would do on my classroom, I would say:

When I read this indemnification provision, I am not 100% clear, but I feel like there is that provision in there that says they can take all our money back.

Everything they pay us they can take back. That is not going to work for us because at the end of the day, we do not need to sell our company and if we are going to sell our company, we are selling it because we want some money. And we as the founders we do not want to have to give any of our money back. Maybe I am not quite reading that correctly—correct me if I am wrong as my lawyer—but our sense is, Gosh, that seems like a deal-killer to us because we are not giving up our money. We want our money. We are not giving it up.

Audience:

Yeah. That won't be in our provision, I can assure you. If we agree to an indemnification provision, I can assure you this will be red-lined.

Audience:

I was wondering-

Excuse me. As well as the three-day time to pay it back—that is gone too.

Bowers:

You mentioned this three-day time to pay it back. Could you explain it to me? Could you make me understand that a little bit more? I do not think I quite grasp what was going on there. It sounds like you think that is pretty serious, so could you make me understand that a little bit more?

Audience:

Yes. According to § 10(5) of this provision, if there is a claim you have three business days to pay that claim. You may not even be able to pay, depending on how much the claim is. I know there are other provisions in here that are set for other kinds of business and so forth, and they do not apply to us as a landscaping company. That could cause some serious detrimental recourse. You may not have that money available within three days. I mean, that is a horrible provision for you as a seller.

Bowers:

Great. I am glad you explained that to us. The three of us were talking about this three-day provision and trying to understand it. That is what we thought it meant but we said, 'Are they crazy?' How are we going to come up with that in three days? We're thinking, 'We got the money, we're gone.' If we're going to sell this business, we're done. We're all in our late-fifties or early-sixties. We've been doing this for a while. Honestly, to the other

question, we are partially motivated because we are hoping maybe not to work again, so yeah, absolutely. That three days just seems unmanageable, so thanks for helping me understand that a little bit better.

Audience:

Is there a cap on how much they would be willing to pay? That may be a problem and I do not know what the purchase price is, but you are right. To the extent that this agreement says the liability can go up to the purchase price, it does not seem like the client would be willing to want to pay that much but how much do they want to pay?

Bowers:

Remember, I am the client.

Audience:

I know. How much are you willing to pay? There is a connected question to that also and again this is sliding between client question and that because I would want to know what they have represented and warranted. I said I do not know if I would actually have the rest of the agreement to know that, but I might want to review the representations and warranties or the covenants as an attorney and then go through each one of those with the client. In particular, the representations and warranties because those at least are a specific point in time so they may be true at the time they were made and that is all they have to read. But with the covenants, I am not sure what the client has promised. How would I teach my students this and the information I need from the client?

Bowers:

Let me parse that. Let me answer the first question as the client asking me the purchase price:

The purchase price generally—early on they negotiate the purchase price—is somewhere between one and a half and three million dollars depending on how well my sellers have done on negotiating. This is because there is also a trademark that has some value here as well.

But then to step out of this role and talk about this exercise a little bit and how it works. To answer your question, yes.

Again, we are pretty much two-thirds through the semester. At this point, they have been exposed to the facts. They have negotiated the purchase price. They have drafted the purchase price provision. I will also tell you at this point that they have learned about representations and warranties. We have talked about them broadly, depending on the semester. Sometimes they have actually drafted some of those representations and warranties. Do they have the full-blown agreement? No, not per se, but we have talked about representations and warranties and covenants. Do they know the purchase price? By the time they hit this point in this semester when we are talking about indemnification, they have a pretty good background on the entire M&A agreement. You are a little bit in a disadvantage whereas they know walking into this.

Audience:

I want to know what they represented and warranted, and I also want to ask what have they promised?

Bowers:

They have a pretty good idea about that. They know the standard representations and warranties. We have looked at them. We have talked about them as a class. We do a class session where we talk about what would be the representations and warranties that would show up in this type of transaction and then again depending on the semester they may have drafted some of those representations and warranties. Also, at this point we have talked about covenants and closing conditions. We have done similar exercises as well and then sometimes if they are not drafting representations, they might be drafting closing conditions.

The students have a strong foundational base and that is one of the reasons I do this late in the semester—they really need to have most of that information. They need to have a pretty good understanding of this transaction. When they come in on the day that I am the client, I will not answer substantive questions to help them understand the concept of indemnification because part of what I am trying to do with this exercise is to push them to have to go out there and learn it. We have had a class session about it, we talked about it, they have read it, and now they have to go out and do a lot of extra reading.

They have to understand and know what indemnification is, but they really need to understand it more in the merger and acquisition context. When I walk back into the classroom two class sessions later, they have to know how Professor Bowers is going to be and how she is going to take this tact of “Okay, you asked me this question. I do not think I quite understand what you are asking me. Can you elaborate on that? Can you give me more details?” As the client, I cannot answer your question. One of the things I learned from the students is they have come to me and they have said:

Gosh, I really understand indemnification now because in order to be prepared to come in and talk to you as the client, ask you questions, and then prepare a redline that was well done, I had to research and understand indemnification provisions.

It was not enough to just base it on the conversation that we have in class for seventy-five minutes. I went out. I did a bunch of additional reading. I actually went and read indemnification provisions in a number of other merger and acquisition contexts.

The one thing I have discovered that leads back to why I think this exercise is a success is because I think drafting is great. I can teach them enough substance to draft but now, all of a sudden, they are drafting. They have to understand it enough to edit. All of a sudden, they have to do extra work. They do not have to just go out and find a good example, use it, and customize it. They have to read this provision and really understand it. Most of them tell me that they read it anywhere from four to six times just to be okay and grasp the meaning.

I get there is a lot going on, so some of the things that you are missing here to give you a sense is there is an escrow. To your point about the three-day payment, one of the things that they should really capture is why we have to pay out of pocket when we are putting money in an escrow.

To pick up on that—well, with that provision it might be okay that it has to be paid in three days, but it needs to be clear that, “Hey, escrow agent, release these funds. This is not money coming out of our pockets.” Also creating those situations where they need to understand how pieces fit together.

Audience:

A follow up on my original question: As a lawyer, I might ask the client what percent of the purchase price would you be willing to spend by way of indemnification? Of course, I do not know if they are negotiating with other students in the class or how that plays out.

Bowers:

Early on, they negotiated with other students in the class.

Audience:

You have that dilemma between the lawyer's deal killer and the lawyer protecting the client. You do not want to tell your clients, [to] protect the client, they should pay more than a certain amount of money and the client does not have to sell so that may be fine but if they have to go back and continue negotiating, then they end up with both of them deciding to walk away and end the negotiation. The other thing that I would ask the client is “How long do you want to be on the hook for this?”

Bowers:

I will take those two questions and then I think we will wrap up the exercise portion. We combined Q&A with proposed changes. There were two questions there. The first question is essentially “What percentage of the purchase price would we be willing to lose?” The second question is “How long are we willing to be on the hook?”

I will be honest with you. If my student asked me probably the first question, I would answer as is. If they asked me this second question about how long we are willing to be on the hook, I would put it back in the student's court and say, “Can you explain more what that means, how that plays out, and what that means to us as the founders and the shareholders?”

Again, I am making sure they have done their legwork. Typically, and it depends on any given semester and how crazy I am feeling, I might see if I want to force them to think about, “Gosh, I cannot go back to the other side with this,” or maybe, “we are willing to lose one percent.” Good students would come back and have a conversation with me as the client and say, “I understand why you are saying that, but here is why we might not be able to sell that to the other side.” To your point of how long are we willing to be on the hook, I will do the same thing.

Sometimes I will be realistic, sometimes I will be crazy. I mix it up. It is the good part of getting to play the client. You can say some crazy stuff but it is fun to watch the students sit there and think, “Oh my gosh, that is not what I was expecting. How do I respond to that and how do I counsel my client? How do I come back and counsel the client that isn't going to quite work?”

With all of that in mind, thank you for participating, I appreciate it. Let me take a step back and talk about some of the things that I discussed with the students before they come in to the classroom and ask questions of the client. I think it goes to part of what you were trying to understand.

We have had the conversation on indemnification and the provision is posted. We will then probably spend maybe twenty to thirty minutes talking about the things that you should think about when you are redlining. Some of the things that I touched on, I have just culled from multiple resources. There is not one great resource out there that I would point you to for these tips and strategies. Some of it comes from a lot of years of practice. Some of it comes from coaching the LawMeet's teams and thinking about what do I tell my transactional teams when they are getting ready to do their redlines.

The first thing I tell them is that they need to understand the deal. If you are going to redline a document or a provision, you need to really understand the deal. That means you need to understand your client's objectives. I have a frank conversation with them. I say, “You know what, as a young associate, sometimes that is easier said than done because a partner walked in to your office and said redline the indemnification provision.” You do not get to interact with the client, you have not necessarily been at all the meetings, so how do you understand the deal? I encourage them, to look at examples, and ask things like “Are there meeting notes? Is there a letter of intent? Are there some email exchanges that can give

me some of that background information that I'm going to need to be able to draft this redline?"

I really encourage them that being good at redlining means you have to understand the deal. You also have to understand how the components fit together and this idea of, I do not necessarily expect every student to understand that, "Gosh, they should not have to pay out of pocket if there is an escrow," because that is a fairly sophisticated concept, but I am also always pleasantly surprised about how many of them see that. But they are not necessarily sure how do I fix it, or can I fix it, but they recognize it as there is a disconnect here and there is something going on.

We have conversations about that. I talk about that it is important to do a little bit of research. You should understand, "Are there industry standards? What are those industry standards and, if I'm going to deviate from them, I better have a pretty good explanation," and I encourage them as they are heading down this path of redlining that one of the most important things to, I hate to use the word "win," but win for your client when it comes to redlining is to have hard facts. "Why are we deviating, or what if you're not deviating? But why do we need this? Why does it have to be this way in this particular deal?"

This is my chance to also tell them just because somebody says to you, "Well, that is standard," you get to say, "That is great. That might be standard, but this deal is unique, and this situation is unique, and this is why. While that might be standard in other deals, it doesn't work here and let me tell you why." Get them thinking about that ability to not be afraid to push back a little bit. I try to emphasize redlining—it is a type of negotiation when what you are really doing is negotiating on behalf of your client, but you are doing it through this concept of redlining.

Then I try and get them to recognize that this is not a chance for you to retaliate for your three years of law school, or for you to retaliate because the partner marks up your draft in red ink from start to finish, that the idea behind redlining is not about fixing every little grammatical mistake or every typo. The focus should be on the big point of view. I think what is interesting is that this is the hardest thing for them to let go of. I can appreciate that because it is probably the hardest thing for me to let go of because I teach drafting and still do a little practice on the side.

It makes me crazy when I see all kinds of typos and I want to fix them. I want to fix them but say, "There is a bigger purpose here." I

understand that angst and where they are trying to come from, so I encourage them to let go of some of that and focus on the big stuff. The other thing that I think has impact is to say to them, “You are done redlining. You take a look at that and take a step back and think if this was my work product and someone else redlined it and it came back to me like this, how am I going to react?”

Are you going to say, “Okay. They are redlining about as much as I expected them to. These are the issues I thought that were going to bother them.” Or are you going to say, “Holy crap. What is wrong with this person? They redlined the whole entire document. This is crazy.” It is amazing that if you can get them to take that step back and think about it, most of them tell me they redline it and then they start un-redlining some things because they have that moment of realization. They do that compare and they look at it and think, “Oh my gosh, that is just over the top. I need to take a step back and think about whether some things are necessary or if they are still necessary.”

I also encourage them. I say, “With wholesale changes, be proactive.” It is one thing to get a document that is really redlined if you have had a cover email or you have had a phone call that says, “Hey, I want you to know I am sending you this document back. I have had to make some wholesale changes. I have made them because this was my client's perspective. This is what they thought the deal was. This was not representative of the deal. I want to give you a heads-up because when you open up this document I do not want you to have this adverse reaction.”

This is where also I struggle with law students, and I think many of you do too. They do not like to talk on the phone anymore and I say, “You know what, pick up the phone. Call this person. It is not going to hurt you to have a sixty-second actual live conversation and you will be amazed at how much easier this process goes moving forward if you pick up the phone and you have that conversation.” Again, I am getting them to think about how would you react in that situation and communicating with the other side.

Then lastly, I really encourage them to make sure that first redline, as it goes out the door, does not miss something. Take the time to make sure you have incorporated all the changes that you think need to be there and that your client wants to be there. This is your chance because if you miss something big on this first one, it is a little bit hard to argue for it later. That is not to say you are not going to have additional redlines as

you go back and forth in the process, but you do not want to miss something big here.

Then again, it is my chance to say:

Talk to the client. Ask them questions if you are not sure. Ask the client. Explain it to them. Ask them the question. Maybe they say something like, “You know what? No. That is not what we agreed to. We agreed to something else, and so that provision, the way we've written it, is what we agreed to. We are okay with it.”

To your point, make sure they understand, when they are agreeing to some of these things, what are they actually agreeing to and what the implications for them are as they move forward. That leaves me, I think, a minute for any thoughts. I will ask, does anyone else do this in this classroom? Carol? What has been your experience a little bit?

Audience:

We do a lot of redlining. Students have to redline documents. It is a skill. They do not really have a clue on how to do it. I like the way you have combined having the client interviewed.

Bowers:

It is fun. I really encourage you, if you are going to think about incorporating this, to also have some fun with it—because you can. Like I said on any given day, I will just throw something crazy out there as the client and they will say, “Oh my gosh, what do I do about that?” I will also tell you it is an opportunity after the fact to have some deconstruction with them about how do you counsel a client. A lot of times after I step out of that role of client, and I am back in that hat of professor, we have that conversation about how should they have asked the question of the client. How would you have phrased it in such a way to get the information you need or what do you do when the client is being unrealistic, how do you move them along to get them to a point where you think they should be.