

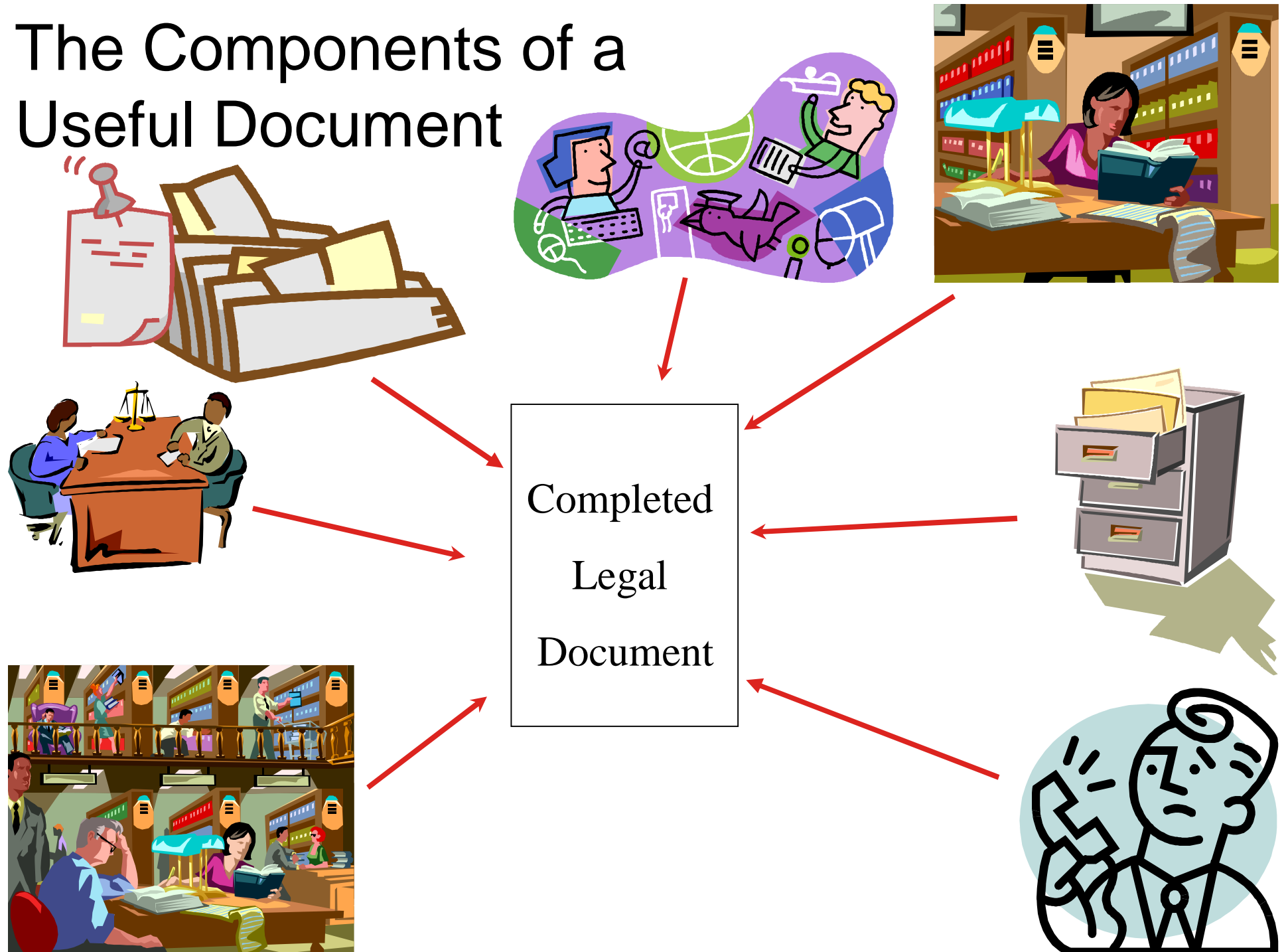


# Avoiding Knowledge Manglement: Roadkill and Heroes on the KM Highway

Ross L. Kodner, Esq.  
MicroLaw, Inc.



# The Components of a Useful Document



# The Cost to Gather all that Information



Phone Calls: One Hour

E-Mail Exchange: Two Hours

Legal Research: Eight Hours

Digging through old files looking for a perfect  
example or model: Days & Days





Having a tool

like

**Q**Shift<sup>TM</sup>.

...

priceless

**QShift**.<sup>TM</sup>

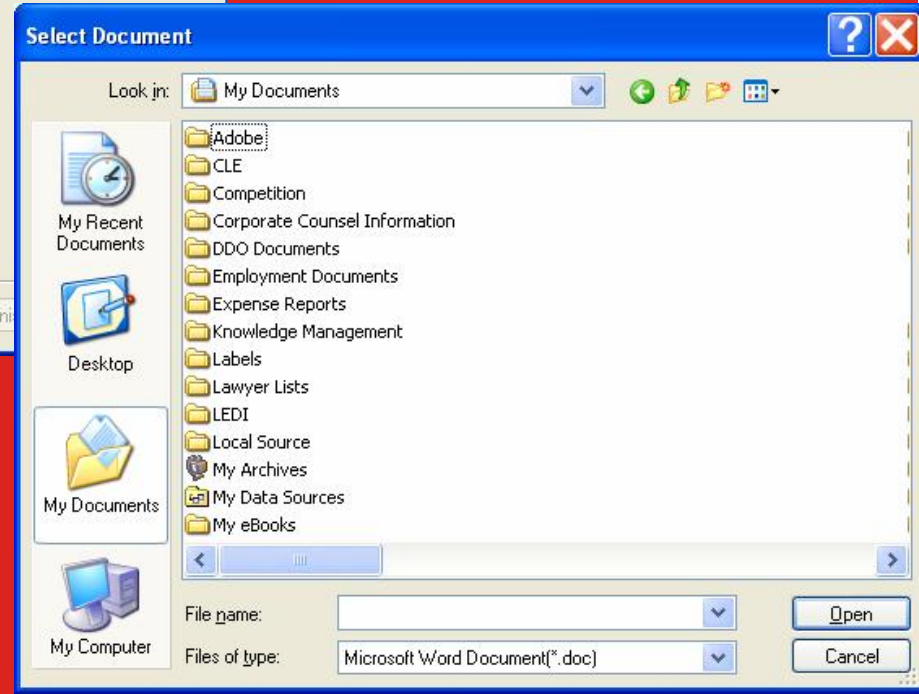
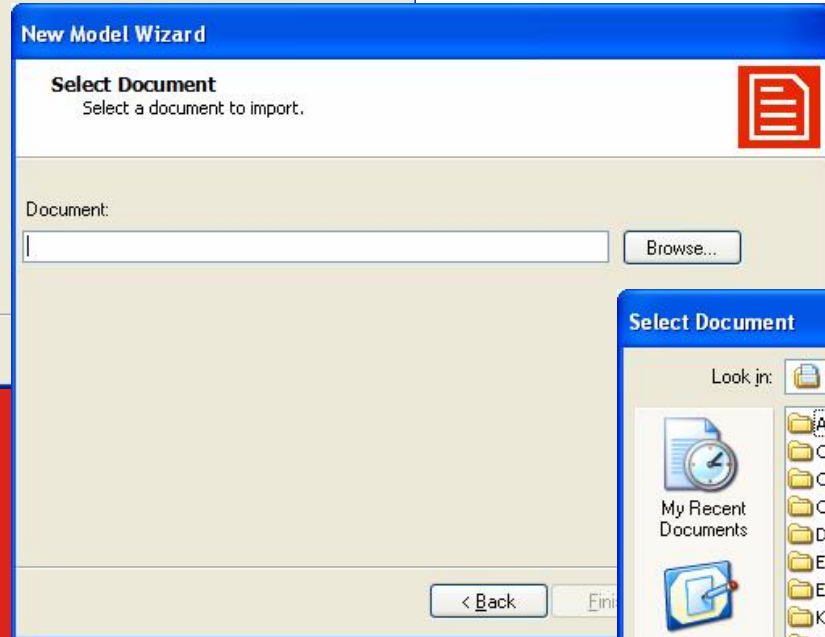
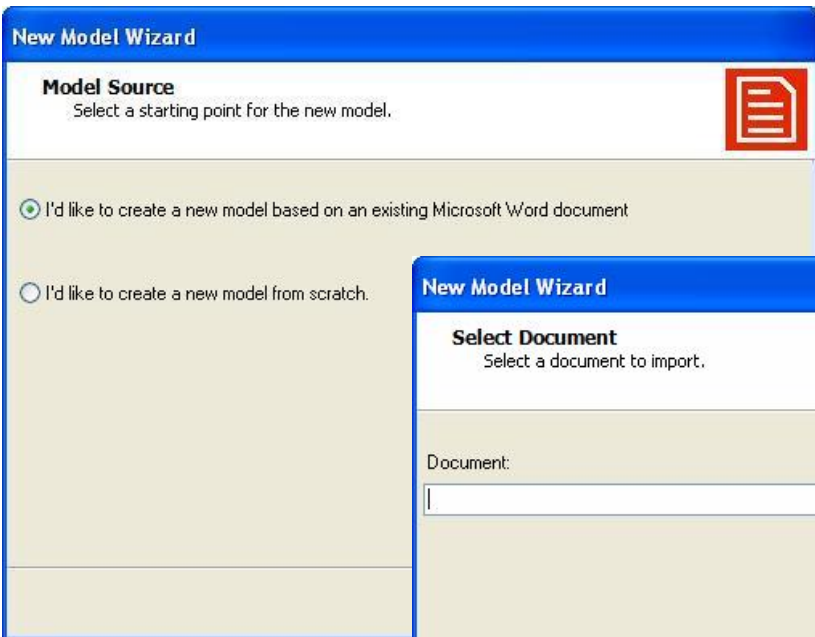


So how does  
it work?

Finally, Smart  
Document  
Drafting  
—on Demand

Simply use  
your PC,  
Microsoft  
Word, and an  
Internet  
connection to  
automate your  
document  
creation  
process.





# 1. Choose a reference doc



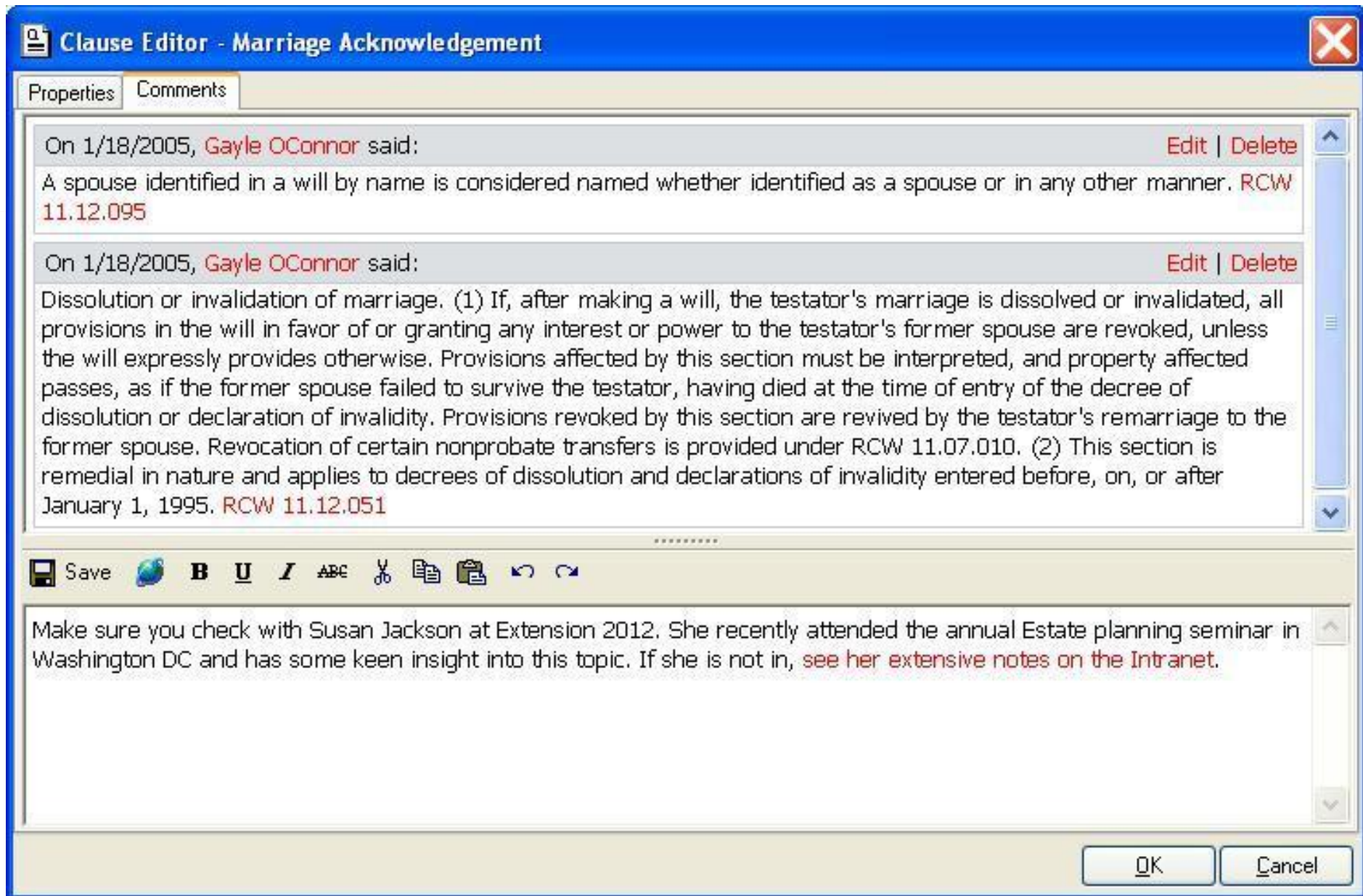
#### PARTNERSHIP AGREEMENT

(NAME), and (NAME), the below signed hereby enter into this Partnership Agreement on behalf of themselves, their heirs, successors and assigns, and set forth following terms and conditions as constituting the Partnership Agreement in its entirety:

1. The partnership shall go by the following name: (NAME).
2. The partnership's principle place of business shall be (DESCRIBE).
3. The first day that the partnership shall begin business is: (DATE) and it will continue until the partners agree to terminate it or until forced cease its operations by law.
4. The partnership's operations shall be primarily in the following field or area: (DESCRIBE)
5. The partnership shall be capitalized as follows: For each \$ (AMOUNT) (dollars) each partner shall receive (#) shares with contribution being made as follows:  
  
Partner A contributes \$(AMOUNT) and shall receive (#) shares, the same being (#%) of the total shares available.  
  
Partner B contributes \$(AMOUNT) and shall receive (#) shares, the same being (#%) of the total shares available.
6. Losses and gains on contributed capital and other property shall be assigned as follows: (DESCRIBE)  
  
The IRS's general allocation rule shall apply, and gains and losses shall be allocated according to the % of total capital contributed by each partner as set out in paragraph #5 above.
7. Profits and losses shall be allocated according to the same percentage allocation set forth in paragraph 6. above.
8. Salary, if any, for the services rendered shall be determined by unanimous approval of the partners.
9. Control and management of the partnership shall be split equally amongst the partners.
10. Each partner shall maintain both an individual drawing account and an individual capital account. Into the capital account shall be placed that



## 2. Import to QShift



### 3. Add your expertise



Text

**CHOICE OF LAW AND VENUE.** This Option to Purchase Agreement shall be construed according to the laws of the State of **State name** and is executed in **County Name** County. All parties agree that the venue for any dispute regarding this Option to Purchase Agreement shall be **County Name** County, **State name** .

Comments

On 1/27/2005, **Gayle OConnor** said:  
Jack Anderson is the resident authority on this. I spoke with him last week and he told me that Washington Statutes have been recently modified. The new statutes are not codified yet, however they are available in hard copy in the library or [on the Intranet](#).

On 1/27/2005, **Gayle OConnor** said:  
The ruling case on this issue was decided in 1995 and is online. [Click here](#).

On 1/27/2005, **Gayle OConnor** said:  
CLE material specific to Choice of Venue is on the [Intranet](#). The material is from a conference here in Seattle held January 15, 2005. Video of the presentation is in our library.

# 4. Add hyperlinks and fields

The screenshot shows a software window titled "New Articles of Incorporation Document5 - QShift Document Tasks". The interface includes a menu bar (File, Edit, View, Tools, Help), a toolbar, and a tabbed interface with "Start", "Documents", "Models", "Library", "Styles", and "Fields".

On the left, a tree view lists document components with checkboxes:
 

- Articles of Incorporation (checked)
- NAME OF CORPORATION (checked)
- CORPORATE DURATION (checked)
  - Perpetual (selected)
  - Temporary Duration Period
- PURPOSE OR PURPOSES (checked)
- CAPITALIZATION (checked)
- REGISTERED OFFICE AND AGENT (checked)
- DIRECTORS (checked)
- INCORPORATORS (checked)
- Executed by the undersigned at (checked)
- STATE OF WASHINGTON, COUNTY OF (checked)
- NOTARY SIGNATURE BLOCK (checked)

The main area is a "Word Preview :: Read Only" window showing the following text:
 

**ARTICLES OF INCORPORATION**

The undersigned, for the purpose of forming a corporation under the laws of the State of Washington do hereby adopt the following Articles of Incorporation:

- ARTICLE ONE: NAME OF CORPORATION**  
The name of the corporation is [Name of Corporation]
- ARTICLE TWO: CORPORATE DURATION**  
2.1. The corporation is perpetual.
- ARTICLE THREE: PURPOSE OR PURPOSES**  
The general purposes for which the corporation is organized are:  
To engage in the business of \_\_\_\_\_  
To engage in any other trade or business which can, in the opinion of the board of directors of the corporation, be advantageously carried on in connection with or auxiliary to the foregoing business.

At the bottom, a table displays details for the selected clause:

Comments	Text	Properties
On 12/9/2004, Gayle OConnor said: (1) Unless its articles of incorporation provide otherwise, every corporation has perpetual duration and succession in its corporate name. RCW 23B.03.020	ARTICLE TWO: CORPORATE DURATION	Required: Yes Default: No Numbering: Always (Start Numbering or Continue Previous List)

The status bar at the bottom indicates "Ready".

5. Choose your clauses, preview your document & your model is ready



QShift v.  
What You  
Use Now

**Q**Shift<sup>TM</sup>.



# Knowledge Assembly v. Document Assembly

KA is what DA must  
become . . .





Document Assembly:  
build “static” documents  
by filling in variables

You could end up with . . .

**QShift**.<sup>TM</sup>



A perfectly “filled-in”  
document that doesn’t fit  
your client’s situation at  
all . . . Not good . . .





Knowledge Assembly  
(KA) is different.

Documents are built from  
clauses, injecting your  
practice “smarts” . . . .

**QShift**.<sup>TM</sup>



What you get:

A smarter document you  
create instead of one  
created by software . . .

Which would you prefer?

**QShift**<sup>TM</sup>.



In other  
words, QShift  
happens

**Q**Shift<sup>TM</sup>.



No software to buy.  
Just download the client.  
Use it any time, anywhere.

**Q**Shift™



Finally,  
Smart Document  
Drafting—on Demand

**Q**Shift™



Only **\$55.00** a month

**Q**Shift<sup>TM</sup>.



What is the cost of NOT QShifting  
your practice?  
Let's Look . . .

**Q**Shift<sup>TM</sup>.



**Q**Shift.™

**How can you NOT  
afford it?**