

FREE, NO CALL REQUIRED

The Intake Leak Audit

Seven places a firm loses a signed case between the first contact and the signed retainer. The test for each one, and what the fix costs in staff time.

Every firm that has ever looked at its own intake has found the same thing: the cases it lost were not lost in the consultation. They were lost in the hours around it, in a gap nobody owned.

This is not a benchmark and it does not contain an industry loss percentage, because no honest one exists for South Florida firms of your size in your practice area. What it contains is seven tests. Run them on your own firm this week and you will have seven numbers that are actually yours. That is worth more than a statistic you cannot verify, and it is the only kind of figure your firm can repeat in its own advertising.

Do them in order. The first three cost nothing but a phone and twenty minutes.

How to use this

- Block one hour. Do not delegate the tests to the person whose work they measure; ask a partner, a spouse, or anyone outside the intake chain to place the calls and submit the forms.
- Write the answer down before you discuss it. The interesting part is the gap between what a firm believes its intake does and what it actually did on a Tuesday night.
- Test in Spanish as well as English if any part of your market is Spanish-speaking. In Miami-Dade, the Census Bureau puts the share of residents speaking Spanish at home above sixty percent, and a leak that only appears in Spanish is still a leak.

The seven

- 1. The call that arrives after the office closes**
- 2. The form that only exists in English**
- 3. The first reply, and how long it took**
- 4. The conflict check that happens too late**
- 5. The consultation that was booked and never confirmed**
- 6. The fee conversation nobody actually had**
- 7. The retainer that went out and never came back**

1 The call that arrives after the office closes

A person who has just been in a crash, arrested, or served does not wait for business hours, and does not call one firm. The call that rings out is not a lost call, it is a retained client at another firm.

THE TEST

Call your own published number at 9pm on a weekday, and again on Sunday afternoon. Do not announce yourself. Count what happens: a person, a human-sounding recording, a generic voicemail, or nothing. Then do it again in Spanish and note whether the language choice comes before or after the greeting.

WHAT THE FIX COSTS

Routing an after-hours call to something that answers and takes a callback number is configuration, not headcount. Budget an afternoon once. If a live answering service is the answer instead, that is a recurring bill, and the comparison is on our site.

The rule: If an automated voice answers, it must not discuss the merits of the case. Scoped to taking the name, the callback number, and the reason for the call, it is scheduling. Asked "do I have a case", it would be practising law.

2 The form that only exists in English

A Spanish-speaking prospective client who reaches an English-only form either leaves or fills it in imperfectly and is then treated as a lower-quality inquiry because of how the form reads, not because of the case.

THE TEST

Open your intake form on a phone. Is there a Spanish version, and is it a real one, or a machine translation of the English? Submit it in Spanish with a plausible fact pattern. Now the important half: what language does the reply come back in, and how long does it take?

WHAT THE FIX COSTS

One form that produces both language versions from the same field set, so the two cannot drift apart. A day of work, once. Maintaining two separate forms by hand is what creates the drift.

3 The first reply, and how long it took

This is the single variable most firms have never measured, and the one they can change fastest. The firm that replies first is often the firm that gets the consultation, and that is a fact about how people in distress behave, not a promise about your signing rate.

THE TEST

From the test submission above, record the exact minutes to the first human or automated reply. Do it for a Tuesday 10am inquiry and an 11:40pm one. Two numbers.

WHAT THE FIX COSTS

An automatic first reply is configuration. The cost is not staff time, it is the attorney review of one template, once.

The rule: That first automatic reply is advertising under Chapter 4-7. It can say the firm received the inquiry, when a person will follow up, and how to reach a human sooner. It cannot say the firm will win, cannot characterise the strength of the case, and should not imply a lawyer has reviewed it when none has. Your firm's attorney approves that template, not your vendor.

4 The conflict check that happens too late

When the adverse party's name is first collected during or after the consultation, a firm periodically discovers the conflict after the meeting has happened. That is time nobody bills and, in family and criminal matters, a genuine problem rather than an inconvenience.

THE TEST

Ask whoever runs intake: at what exact step do we first write down the other side's name? If the answer is the consult, the check is late. Then ask to see where that name is stored and whether it is searchable against current matters.

WHAT THE FIX COSTS

A conflict field on the intake form and a stage before the consult that cannot be skipped. Configuration, an afternoon. The recurring cost is zero; the recurring saving is the consults that no longer happen.

5 The consultation that was booked and never confirmed

A consult booked four days out with no confirmation and no reminder is a coin flip. The no-show is usually read as a bad lead. It is more often a person who forgot, or who could not find the link.

THE TEST

Book a consultation with your own firm as a stranger. Count what arrives: an immediate confirmation, a reminder before the meeting, a working link or address, and in which language. Then do not attend, and count what arrives after.

WHAT THE FIX COSTS

Confirmations and reminders are configuration. Once set they cost nothing per consult and remove the most common reason a first meeting does not happen.

The rule: A text reminder needs prior express consent from the person, captured at intake, and the content of each message is still advertising your attorney has approved. Consent to be texted is not permission to say anything in the text.

6 The fee conversation nobody actually had

A prospective client who leaves the consultation without understanding how the fee works does not sign, and rarely says that is why. In contingency practice they may believe they owe something up front; in flat-fee criminal work they may believe the number quoted covers a trial it does not.

THE TEST

Ask your intake person to state your fee structure out loud, from memory, the way they say it on the phone. Then read your own fee language on your website beside it. If the two differ, prospective clients are hearing the version that is not written down.

WHAT THE FIX COSTS

Writing the fee explanation once, in both languages, and putting it where intake reads it. An afternoon. This is the cheapest item on the list and the one most often skipped.

The rule: Fee language is advertising. A contingency description has to make clear whether costs are owed if there is no recovery. "No fee unless we win" is a sentence that needs the costs qualifier to survive Rule 4-7.14, and the qualifier cannot be in smaller type than the claim.

7 The retainer that went out and never came back

This is the most expensive leak and the easiest to count, because the work has already been done. The consult happened, the agreement was drafted, and then it sat.

THE TEST

Pull every retainer agreement sent more than thirty days ago with no signature returned. For each, find the date of the last follow-up. The number of those with no follow-up at all is your answer, and it is usually higher than the partner expects.

WHAT THE FIX COSTS

A sequence that follows an unsigned agreement on a schedule until it is signed or declined. Configuration. The saving is the whole value of cases already won and then let go.

The rule: Following up with someone who has already asked you to represent them is not a solicitation problem. Rule 4-7.18 is about the first contact with a prospective client who did not ask; this person did.

What to do with the seven numbers

Put them on one page and look at which is largest. In most firms it is number seven, because the cost of that leak is a case that was already won. In firms with a Spanish-speaking market it is often number two, and it is invisible from inside an English-speaking office.

Fix them in that order, and re-run the tests in thirty days. Two measurements of your own firm beat any number anybody publishes about firms in general.

Six of the seven fixes are configuration rather than hiring, which is why a firm can do this itself. Whether it is worth doing yourself depends on what an afternoon of a partner's attention is worth against a fixed monthly cost.

If you would rather not build it

LegalCRM.pro is the seven fixes already built, for a fixed monthly subscription: bilingual intake forms from one field set, a conflict field before the consult stage, an automatic first reply your attorney approves once, confirmations and reminders, a pipeline that shows every unsigned retainer and its age, and reporting that separates English from Spanish so leak two cannot hide.

It is a monthly software subscription, never a fee per case, per inquiry, or per referral, which is what Rule 4-7.17 requires of anyone a firm pays to help it advertise. Month to month, no lock-in.

Run the seven tests first. If the numbers are already good, you do not need us, and we would rather you found that out from your own audit than from a call.

See what it costs: legalcrm.pro/pricing/

Or run the calculator on your own numbers: legalcrm.pro/tools/missed-inquiry-calculator/

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