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DEAL PROOF

By

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Most attorneys consider proofreading documents at best a chore that they have to do. In over thirty years of practice, I have heard many attorneys complain about how much they dislike proofreading. Strangely, I do not recall a single attorney ever telling me it was their favorite thing to do. At best most of us see it as a necessary evil. Despite the tedium, we all must do it to minimize the chance that we erred in the preparation of a document.

The task of proofreading, properly done, entails a number of specific checks. We should check for both form (such as numbering consistency) and substance (such as the business terms of a contract) in our review. We use the proofreading process to verify that we have correctly included all of the document's required terms (whether it is the business terms of an agreement or the essential allegations of a pleading). As we generally use defined terms in our documents, we need to confirm that we have defined all the terms we have used as defined terms and it is also useful to check to see if we have established defined terms and then not used them. We need to verify that we have accurately referred to statutory and/or case citations (as well as any citations to secondary reference source materials). Language cited from decisional law requires verification that it has been accurately copied. If we add or delete a paragraph in the document, changing some or all of the other paragraph designations, we need to verify and correct every internal cross reference to paragraphs in the document.

The introduction of spell checkers helped a lot in the proofreading process as it goes through and identifies any suspect spelling for us. For those who are spelling-challenged, it also provides a ready means of correcting spelling errors. Many of the more sophisticated word processors also include grammar-checking abilities. Alternatively, you can acquire separate grammar checking software to run your document through. Such software checks for things such as number and tense consistency, verb agreement and other basic grammar and structural issues. Being a Strunk & White fan

(Strunk & White's *The Elements of Style*), I was pleased to note that the grammar checker in Microsoft Word chides you for the use of passive voice in your writing and encourages you to convert it to active voice.

Other than spelling and grammar checkers, precious little software exists to facilitate the proofreading process. Recognizing this opportunity, the folks at Expert Ease (recently acquired by Thomson) developed Deal Proof and brought it to the market.

1) **Installation:** Deal Proof installed simply and easily with no problem whatsoever. The installation is almost completely automatic. In the course of the installation process, the program connects itself to installed relatively current copies of Microsoft Word and Word Perfect. It also connects to certain installed document management programs, which it can go through to check cross-referenced documents. Although it will run on cutting edge hardware, Deal Proof does not require such hardware. Its minimum hardware requirements are a Pentium 266 Processor or compatible, 64 MB RAM and a hard disk with 12 MB available space. It works with Windows 98, 2000, Windows NT 4.0 – XP. Although it is not compatible with the Mac OS, it will run on a Mac under Virtual PC if the required hardware and software is installed on the Virtual P.C.

Compatible Software Applications:

-Word Processors: Microsoft Word versions 7, 97, 2000, 2002 (XP) and Corel WordPerfect versions 9, 10 (2002). Note that the program does not officially support the most current versions of Word or Word Perfect. I am advised that updates are planned for the late summer or early fall time frame to address that issue.

-Document Management Systems: Docs Open versions 2.5x, 3.5x, 3.7x, 3.8x, 3.9x; Hummingbird DM-5; iManage DMS versions 5.x, 6.x; and Worldox versions 2000, 2002.

2) **Ease of Use:**

Deal Proof works within existing document management and word processing applications to analyze documents. You can choose whether to analyze only the subject document or to include any cross-referenced documents. The software uses a patent software engine to complete the document analysis and tag significant content automatically. The process is simple enough. You open the document from within the Deal Proof program by using the tool bar that appears with the word processor. You tell the program to analyze the document; it does. You view the results on screen or print out a report, go through the issues it flagged and make

whatever changes are appropriate in your document. It is pretty straightforward.

I did encounter some documents that Deal Proof simply did not like. As to those documents, it gave me a message saying that it could not open the documents due to their format. I have not yet figured out what the problem is or how to solve it. The program did, however open all the documents that I tried that I knew were created in recent versions of Microsoft Word or the WordPerfect. Fortunately, there were only a few documents that caused such a response; and once it opened a document, the program worked very well and without any significant difficulty.

You control virtually everything in Deal Proof from its menu icons. I have included a picture of the menu and the legend identifying the functionality of its icons below.



Deal Proof also facilitates verification of your case and statutory citations by listing each citation and offering you the opportunity to link through it to the cite in Westlaw.

3) **Utility:** Deal Proof's summarization process provides documents with a synopsis of key information contained in the document. It provides an index to identify each of the following: (1) key topics, defined terms, laws

cited, cases cited, section references, secondary source citations and cross referenced documents. The program also identifies open issues (incomplete blanks to be filled in). It also checks for numbering consistency. The reports generated by the program provide ready reference to any inconsistent use of defined terms. The reports will also identify terms that are defined, but not thereafter used, as well as terms used as though they were defined, but for which no definition has been offered. By identifying these issues and potential problem areas, the program can save considerable time in the proof reading process and concurrently facilitate a more accurate proof reading that, in turn, helps us generate better quality documents.

Deal Proof provides substantial assistance in the proofreading process. It automates some of the most tedious parts of proof reading so that we can quickly identify and correct any problems. While touted as intended for use in all practice areas, clearly it helps most in the process of proofreading documents with complex structures and internal paragraph cross references. While you certainly can use it in the preparation of a pleading, it will not help as much there as it will with complex structured documents

The program can also generate a Table of Authorities as well as a Table of Contents as part of its report structure.

4) Accuracy:

In the tests that I ran, I found everything that the program flagged or otherwise identified, where Deal Proof located it in the document (at least by section and/or paragraph number) and in the condition Deal Proof reported. I did have a problem with some documents in that for some reason, the program correctly read section and paragraph numbers, but read all pages as page number 1; accordingly, it reported everything as being on page number 1. If the document did not have paragraph numbers, the reports would have been far less useful in such a case and perhaps even worthless. I called technical support to discuss the problem and was told that some documents that are not originally created as Word or WordPerfect documents from within those programs do not contain the expected page coding. As a result, Deal Proof misread the page numbers. It is also possible that the problem I experienced resulted from the fact that my initial testing was done in Word 2003, which Deal Proof does not yet officially support. That is a likely explanation, as the problem did not occur with the same document on a computer using Word XP.

As one might expect, the program flagged a number of things as potential issues that, upon review, required no changes. For example, Deal Proof treats words with initial capitals that are not the first word of a sentence as “defined terms”. It then includes them in its analysis of defined terms. As a result the program erroneously included proper names as defined terms. Similarly, references to recorded documents as being recorded in the “Official Records” of a particular county resulted in Deal Proof treating “Official Records” as a defined term.

The bottom line appears to be that if Deal Proof likes the format and can read it and it was created in a current version of Word or Word Perfect, the program does a decent job of reviewing and summarizing the document and providing accurate reportage and identification of potential problems to review for corrections.

5) Value:

Obtaining a purchase price from Expert Ease proved to be a somewhat difficult task. The website lists no price and, for whatever reason, the company does not like to release its pricing information, except in conjunction with a sales proposal. After some inquiries I finally ended up talking to a sales person who explained that the problem resulted from the fact that Thomson had recently acquired the Expert Ease and nobody wanted to commit to a price until everything was reviewed. Ultimately, the sales person quoted me \$500 for a single copy (one user) of Deal Proof. He explained that the company really preferred issuing enterprise licenses and that it discounted prices to reflect that. He informed me that instead of the one \$500 copy, he would rather sell me an enterprise license for \$850, which would provide software for two lawyers and secretaries. He explained that they calculate the number of copies for an enterprise license by the number of attorneys in the firm; they do not charge extra for the attorney’s secretary to use the product. Additionally there is a \$100 per user per year charge for maintenance, support and updates.



The Summation:

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| 1) Installation: The program installed easily and without problems. |
| 2) Ease of Use: The program works simply and easily. |
| 3) Utility: The program will prove more useful in practices that deal with |

complex transactions and complicated transaction documents. It will also prove somewhat useful in connection with some litigation work (such as extended Points and Authorities or briefs).

4) **Accuracy:** The program appears to accurately report on and summarize the condition of the subject document and word/phrase usage within the document.

5) **Value:** Depending on the size and nature of your practice, the program will prove more or less of a good value. An enterprise license can end up being a good value by comparison to buying individual copies, for example. At approximately \$400-500 per copy and an additional maintenance/upgrade fee of \$100/year, the program can easily pay for itself in a short time period through time saved in connection with proof-reading and checking documents. On the other hand, by comparison to a product like Microsoft Office, you get a lot more bang for the buck buying Office for substantially the same price (and you need to have either MS. Word or Word Perfect for Deal Proof to work anyway).

The Verdict:

Deal Proof does a good job in checking for consistency in the structure and organization of complex documents. The buy-in cost for the product is a concern. The issue becomes at what point the firm can recover a sufficient savings of its time to offset the cost of the software. Although you can put any document or pleading through Deal Proof, my own analysis is that the program does not really effect much of a savings when it comes to short documents or simply constructed documents. In other words, it is much less likely to make a difference in the review of a simple complaint or answer than it is in the review of a 30 page Deed of Trust or a 35 page commercial lease which includes sections, paragraphs, subparagraphs and any number of internal cross references. With respect to such “complex” structured documents, Deal Proof will greatly expedite the proofreading process and facilitate the creation of a higher quality document than you might otherwise achieve. If your practice involves the regular creation of such complex-structured documents, the investment in Deal Proof will prove well made and you should be able to recover the cost of the investment in time saved in proofreading such documents in a reasonable time period. If your practice does not involve the regular creation of such documents, you will likely be happier spending the money on some other piece of technology.