

Maricopa Lawyer

The Official Publication
of the Maricopa County
Bar Association



Display and Classified
Advertising Rate Card

Reach Your Legal Community



www.maricopabar.org

Reach Maricopa County Attorneys and Legal Professionals

The *Maricopa Lawyer* is the official publication of the Maricopa County Bar Association. Mailed monthly to nearly 2,500 members of the MCBA, it also has a significant pass-along readership close to 10,000 in the county's law firms, both large and small.

The newspaper is published for the purpose of educating and informing Valley lawyers about legal issues and events in the local legal community, and keeping them up-to-date on Association news and programs. It also includes letters, commentary, and columns by Association leaders.

MCBA members include judges, paralegals and law students, but the majority are attorneys working in private firms of all sizes and in public agencies. Many practice as legal counsel in corporate, financial, real estate and insurance arenas. Our members tend to be active in professional as well as civic and charitable organizations. MCBA attorneys, as well as our paralegal members, are also likely to have influence over buying decisions for their firms.

Companies who take advantage of the advertising opportunities provided by the *Maricopa Lawyer* will reach an upscale market of professionals in Maricopa County with significant purchasing power. Entertainment, real estate, insurance, banking, financial services, temporary personnel services, printing, marketing, health care and many other products and services are sought by our readers.

MARICOPA LAWYER
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REDISCOVER YOUR MCBA

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Tax Considerations: Claiming a Child After Divorce
By Josephine Gordon, Esq. and Richard Fleishman, PC
Often in divorce cases which parents may claim a child on their taxes. This can also be used as a bargaining chip when negotiating an agreement. But what does the Internal Revenue Service (IRS) say about who can claim a child? While a local court may decide who will claim a child in future tax years, it is important for divorcing parents to understand the IRS rules that govern an individual's right to claim a child as a dependent and all the various tax credits that follow.
The first consideration is whether a child qualifies as a dependent. To qualify as a dependent, the child must meet all the following conditions (Internal Revenue Service Publication 504, page 9):
1. The child must be the taxpayer's biological or adopted child, stepchild, foster child, full or half brother or sister, or a descendant of any of them.
2. The child must also have lived with the taxpayer for more than half the year.
3. The child must not have provided more than half their own support.
4. The child must not file a joint tax return, and
5. The child must be under the age of 19, a full-time student under the age of 24, or any age if totally and permanently disabled.
IRS Publication 504 details how a child claimed by a non-custodial parent. But what qualifies as a "custodial parent"? The IRS determines this first by determining the number of nights a child spends with each parent. The parent with whom the child spends the most nights during the tax year is considered the custodial parent. It is not always based on the number of nights of parenting time specified in a custody agreement. Instead, a child is treated as living with a parent if the child spends at least one night with the parent in a calendar year. Should the child be shared between two parents—such as a parent, such as a grandparent, or a stepparent with a friend or another relative's stepparent with a friend or another relative's spouse—the child is treated as having lived with the parent with whom they normally would be for that night. If the child spends an equal number of nights with both parents, the IRS will treat the qualifying child as a dependent of the parent with the higher adjusted gross income (AGI).
For a non-custodial parent to claim a qualifying child, it is necessary for the custodial parent to complete IRS Form 8332 if the child is to be claimed by the non-custodial parent. This form should be completed by the custodial parent annually after the IRS digital custodial parent has been identified. Once completed, the form must be attached to the non-custodial parent's tax return, when their child (TCIA) return, when the Tax Court and Jobs Act (TCIA) legislation was enacted and present claiming the child was no longer able to deduct the deduction were no longer able to deduct the child's income. For each dependent, each child under age 17 may deduct \$2,000 from their income. Tax credit which reduces the parent's tax liability dollar for dollar. Another TCIA change now makes the child tax credit partially refundable.
See Tax Considerations page 11

How Real Estate is Impacted by the Coronavirus
By Barbara Wovak, Certified Divorce Real Estate Expert
In March 2020, the impact of the Novel Coronavirus hit critical mass. This pandemic's full effect on the market is still to be determined, but there are many lessons to be learned when a market shifts. How can you best serve your clients, and how will changes in the market affect you?
Mortgage Payments
Many are comparing the current challenges to the recession of 2008. While there will be similarities, let's focus on the differences. Today, the vast majority of houses have equity, meaning that if banks foreclose on homeowners, these lenders will recoup what they have lost because of the value of the house. However, many banks are offering more payment arrangements to delay a foreclosure. Since their cooperation with government plans is a requisite for government assistance. The government's authority over individual mortgage programs depends on whether it was a public or private loan and how it was structured. Clients should be advised to contact their mortgage company about their specific policies and not to assume anything.
Mortgage Approvals
The Fed has dropped interest rates, which many people misunderstand to mean that mortgage rates have also dropped. The most mortgage rates have also not correlated on page rate and fed rates are not correlated as banks adjust mortgage rates based on their own view of the market's current risk level. This is why lenders have not aggregated their dropped rates to match the Fed's more. Largely due to market uncertainty, so increased lending power has not reached most lenders. Additionally, many buyers are seeing credit challenges at the same time that lenders are tightening their requirements. Clients who are looking to buy property should keep close track of their credit and should reach out to lenders to check for altered regulations.
The Effect on Real Estate Practice
Even if buyers are approved and both sides want to move forward, the transaction still has to close. While real estate has been deemed an "essential business," many buyers and sellers have been reluctant in place. Agents have learned to be creative in how they lead transactions using virtual tours, FaceTime, and video-conference closings to move transactions forward. Sales are still happening, yet COVID-19 contingencies and delayed closings have increased.
In the end, the most important thing to understand is how your own client are doing. How is their employment? Have they asked for mortgage forbearance? If you have potential buyers for their property, how are those buyers weathering this storm? Find out from the Realtor how they are structuring the process for success.
Reported with permission from Barbara Wovak, M.B.A., C.R.E., ABR, Certified Divorce Real Estate Expert, Keller Williams Realty Advantage Living. Barbara can be reached at barbarawovak@kw.com or email: barbarawovak@kw.com

MAKE A DIFFERENCE
Support the Volunteer Lawyers Program which is in partnership with the Maricopa County Bar Association to ensure justice in the civil legal system for low-income Arizonans.
claz.org/donate
See page 10 for details

AZTLC FOR THE VLP

MARICOPA COUNTY BAR ASSOCIATION
maricopabar.org

PUBLISHER

The *Maricopa Lawyer* is published monthly by the Maricopa County Bar Association.
3030 N. 3rd Street
Suite 1260
Phoenix, AZ 85012
Phone: (602) 257-4200
www.maricopabar.org

EDITORIAL PERSONNEL

Beth Sheehan
bsheehan@maricopabar.org

PUBLICATION DESCRIPTION

Type: Tabloid (11-1/4 x 14 inch page size), newsprint. Number of pages: 12-24 pages

SUBSCRIPTION AND CIRCULATION

Provided as a benefit of membership.
Average monthly circulation: 2,500

ISSUE AND CLOSING DATES

Published monthly. Issued on the 1st of publication month. closing date for all advertising is the 10th of the month preceding the month of issue.

RATE POLICY

The publisher reserves the right to change rates at any time upon 60 days written notice.

PAYMENT POLICY

MasterCard, Visa, Discover, AMEX or check accepted. First time advertisers are required to pay for the first insertion in advance by closing date (10th of the month before the month of publication). Established advertisers will be billed with terms set at net 30 (balance due in full within 30 days of invoice date). Advertisers who have purchased multiple insertions may have their ads cancelled at MCBA's discretion failing timely payment.

ADVERTISING POLICIES

Advertisers are solely responsible for the content of their advertisements. MCBA reserves the right to reject any advertisement for any reason. A signed contract and prepayment when applicable, is required before an advertisement is published. See complete policy on back.

DISPLAY AD RATES

Members receive a 25 percent discount for advertising in *Maricopa Lawyer*.

Those outside the legal community can join as a Community Member for \$75 per year. Contact Laurie Williams to join, lwilliams@maricopabar.org or 602.257.4200 ext. 104.

Ad Size	1x	3x	6x	12x
BLACK & WHITE (per run)				
Full page	2,368	2,126	1,811	1,365
2/3 page	1,685	1,523	1,292	971
1/2 page	1,250	1,129	961	719
1/3 page	919	824	698	525
1/4 page	635	572	488	368
1/8 page	341	305	259	194
CENTERSPREAD (includes four-color charge)	5,209	4,678	3,985	3,003
BACK COVER POSITION (includes four-color charge)				
Full page	3,077	2,811	2,672	1,974

COLOR

Four-color: \$100 per insertion, plus applicable display rate.

PREFERRED POSITION

All ads are positioned at the discretion of the publisher unless a specific position is contracted for and agreed upon in writing. Guaranteed position: Add 10% to earned display rate.

INSERTS

\$1,500. Please call us for specifications.

DESIGN CHARGES

Assistance is available for the creation of advertisements. This work is charged at a minimum of \$80 per ad.

MATERIALS

Required: High resolution digital files.

Bleeds: Not available.

Acceptable Digital File Formats: Adobe PDF, Adobe Illustrator CC or Adobe Photoshop CC tiff or jpg.

Image Requirements: Minimum resolution for print materials is 300 dpi. Images from the internet generally do not print clearly.

MAILING INSTRUCTIONS

Electronic art/graphic files, correspondence, etc., should be emailed to:

Beth Sheehan, bsheehan@maricopabar.org

Contracts must be signed and, along with payment, mailed to:

Attn: Beth Sheehan, 3030 N. 3rd Street, Suite 1260,

Phoenix, AZ 85012. Please call (602) 257-4200 with questions.

AVAILABLE AD SIZES



Full page
10¼ x 12½



2/3 page
10¼ x 8¼



1/2 page
horizontal
10¼ x 6¾



1/2 page
vertical
7¾ x 9½



1/3 page
horizontal
10¼ x 4



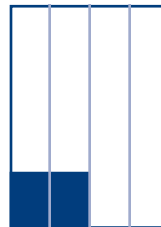
1/3 page
vertical
5 x 8¼



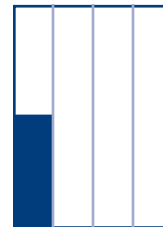
1/4 page
horizontal
7¾ x 5



1/4 page
vertical
5 x 6¾



1/8 page
horizontal
5 x 3



1/8 page
vertical
2¾ x 6¼

CLASSIFIEDS

WORD COUNT AND CONTENT

To standardize the process, we use Microsoft Office to count the total number of words in an ad. This number will determine the cost. All advertising content must be approved by the MCBA.

PRICING

\$20 for the first 15 words, and \$0.50 per word thereafter.

Examples:

- 30 words \$20 + 7.50 = \$27.50
- 50 words \$20 + 17.50 = \$37.50
- 100 words \$20 + 42.50 = \$62.50

PAYMENT

First-time runs are PRE-PAID ONLY. We accept VISA, MasterCard, Discover, AMEX or check. Additional runs can be billed monthly (with terms set at net 30), or charged automatically to a credit card.

CUT-OFF DATES

(NEW ADS, DELETIONS OR CHANGES)

The 10th of the month prior to cover date (Example: January 10th for the February issue).

CATEGORIES

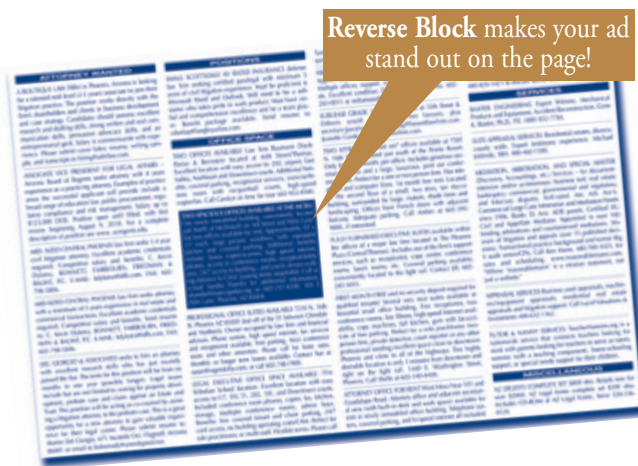
Your ad will be placed within one of the following categories:

- Attorney Wanted
- Positions
- Employment Wanted
- Office Space
- Services
- Miscellaneous

Other categories can be created upon approval. The order of the ads within the category is random. To be placed first under a heading, an additional \$5.00 fee will be added to your invoice.

REVERSE BLOCK

To make your ad stand out from the rest, we offer a “reverse block” around your ad. (See example below.) We limit each issue to two reverse blocks. Please inquire regarding availability. To place the reverse block around your ad, an additional 10% fee is added to your invoice.



ADVERTISING POLICY

1. All advertising is subject to MCBA approval. MCBA reserves the right to reject any advertising at any time that MCBA determines is not in keeping with the standards of the Association.
2. As a matter of policy, the following are not accepted:
 - (a) Advertising for products or services that are illegal or whose movement in interstate commerce is illegal.
 - (b) Advertising relating to contests lotteries, or the offering of prizes based on chance, unless first cleared by the U.S. Postal Service.
 - (c) Advertising relating to alcoholic beverages or tobacco products.
 - (d) Advertising by or on behalf of political candidates, except that those who are candidates for the State Bar of Arizona Board or the MCBA Board of Directors may advertise in the Maricopa Lawyer.
 - (e) Advertising advocating positions on controversial political or social issues.
 - (f) Advertising which may violate or may enable another to violate the Rules of the Supreme Court, Arizona Rules of Professional Conduct, or the Arizona Code of Judicial Conduct.
 - (g) Advertising which is on its face false and/or misleading to the “reasonable reader” of MCBA media.
 - (h) Advertising for products or services which MCBA determines may negatively impact the Association’s own or MCBA-endorsed products or services.
3. Advertising may not in subject matter, content, material or design jeopardize the mailing status of the publication in which it appears. MCBA reserves the right to obtain an opinion from the U.S. Postal Service on this question.
4. Advertising which by its subject matter or content may imply or lead to an implication of MCBA endorsement.
5. No unpaid advertising space will be provided for public service, nor will any other unpaid advertising be published or posted except:
 - (a) Advertising for products, services and events of the Maricopa County Bar Association and MCBA-generated advertising of endorsed member benefit providers’ products or services shall be published on a space available basis.
 - (b) Members and organizations affiliated with MCBA are entitled to a 30% discount on display advertising space.
 - (c) Advertising that is stipulated in contracts with MCBA-endorsed member benefit providers.
6. If an advertisement offers the sale of a product by mail order, MCBA reserves the right to examine the product a purchaser will receive, but MCBA is not obliged to do so. Examination of the product or publication of the advertisement does not constitute a guarantee or warranty of said product nor the endorsement, recommendation, support or approval of the product by MCBA.
7. MCBA reserves the right to request full or partial payment before publishing any advertisement and to cease publishing ordered advertisements when payment for previous advertising is more than 60 days overdue. The entity whose product and/or service is advertised is ultimately liable for the costs of such advertisements even if such entity chooses to use the services of an independent advertising agency to place advertisements with MCBA.
8. **Cancellation Policy:** Advertisements scheduled for insertion may be cancelled if MCBA is notified in writing by mail, fax or email on or before the advertising deadline date of the publication. When an advertiser or its agency cancels all or part of a multiple insertion order or contract, the advertiser or its agency is responsible for payment of the rate differential resulting from such cancellation.
9. The advertiser agrees to pay on behalf of and indemnify the Maricopa County Bar Association against any and all liability, loss, or expense (including attorneys’ fees) arising from claims for libel, unfair competition, unfair trade practice, infringement of trade names or patents, violation of rights of privacy, and infringement of copyrights and proprietary rights resulting from the publication by the Association of the advertiser’s advertisement.
10. The MCBA will not be liable for failure to furnish advertising space or to publish any advertisement due to strikes, labor disputes, government action, war, fire, breakdown of equipment, or any other circumstances beyond the Association’s control.