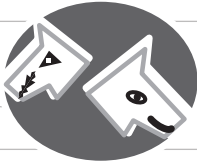


Table of Contents



CH 1: Foundational Workplace Law Skills

The Canine Trainer

1

• **Skills:** Client Interviewing



CH 2: Employee Handbooks

In-House at Big Pharm

7

• **Skills:** Drafting and Counseling



CH 3: Defamation

The High-End Mechanic

15

• **Skills:** Advocacy and Discovery



CH 4: Whistleblowers

The Smart-Tek IPO

23

• **Skills:** Counseling



CH 5: Covenants Not to Compete

The Doctor Is In

33

• **Skills:** Drafting



CH 6: Concerted Activity, Speech & Privacy

The Facebook Post

43

• **Skills:** Fact Investigation and Counseling

**CH 7: Sexual Harassment***A Troublesome Crew*

51

- **Skills:** Advocacy and Pleading

**CH 8: Disability Accommodation***The Sleepy Cashier*

59

- **Skills:** Negotiation

**CH 9: Pregnancy and Medical Leave***A Hasty Decision*

67

- **Skills:** Counseling and Compliance

**CH 10: Arbitration Agreements***The Aging Chocolatier*

77

- **Skills:** Advocacy and Drafting

**CH 11: CAPSTONE: Wage and Hour Collective Actions***At Your Service!*

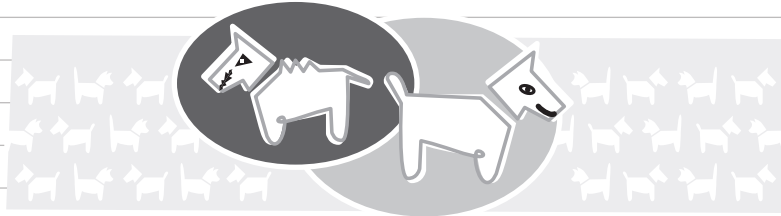
85

- **Skills:** Negotiation and Advocacy

CHAPTER 1

Foundational Workplace Law Skills

The Canine Trainer



Initial Client Interview

Attorney:

Interview Date:

Prospective Client:

Preliminary Matters:

Discussion Points:

Closing Points:

Conflicts Check:

☐ Completed

☐ no conflicts

☐ approved despite conflict

☐ decline due to conflict

Letter to prospective client:

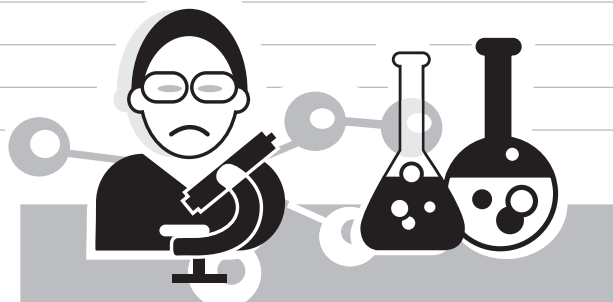
☐ engagement letter/fee agreement

☐ decline representation letter

CHAPTER 2

Employee Handbooks

In-House at Big Pharm



Termination Policy

TERMINATION

It is the policy of PharmCo-Horizon to retain, to the extent consistent with company requirements, the services of all employees who perform their duties efficiently and effectively. However, it sometimes becomes necessary to terminate employees for various reasons. The types of termination at PharmCo-Horizon include:

- *Layoff.* A termination due to lack of work.
- *Discharge due to performance.* A termination based on performance quality.
- *Disciplinary discharge.* A termination due to employee misconduct.
- *Retirement.* A termination on the initiative of the employee based on age.
- *Resignation.* Other termination on the initiative of the employee.

Client Counseling Notes

Explanation of Revisions

Rationale:

-

-

-

Risks:

-

-

-

Additional Recommendations:

-

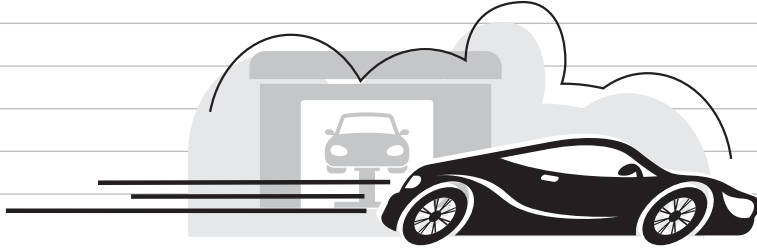
-

-

CHAPTER 3

Defamation

The High-End Mechanic



Defamation Worksheet

Brainstorm what evidence is needed for each element of a defamation claim:

- Element 1:

- Element 2:

- Element 3:

- Element 4:

Defamation Worksheet, continued

Brainstorm what evidence is needed to establish any affirmative defenses to the defamation claim:

Interrogatories Form

IN THE UNITED STATES DISTRICT COURT

BOBBIE JONES,
Plaintiff,
- against -
ASTON MARTIN REPAIR SERVICES, INC.,
Defendant.

PLAINTIFF'S INTERROGATORIES**INSTRUCTIONS**

Each Interrogatory is to be answered fully on the basis of information that is in your possession.

In each of your answers to these Interrogatories, you are requested to provide not only such information in your possession, but also information that is reasonably available. In the event that you are able to provide only part of the information called for by any particular Interrogatory, please provide all the information you are able to provide and state the reason for your inability to provide the remainder.

If you object to or otherwise decline to answer any portion of an Interrogatory, please provide all information called for by that portion of the Interrogatory to which you do not object or to which you do not decline to answer. For those parts of an Interrogatory to which you object or to which you decline to answer, state the reason for such objection or declination.

Interrogatories Form, continued

DEFINITIONS

[Omitted]

INTERROGATORIES

1.

2.

3.

4.

5.

6.

7.

8.

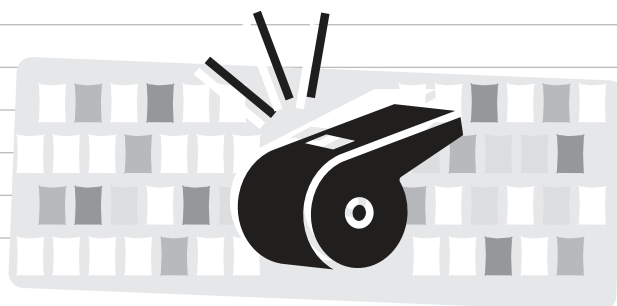
9.

10.

CHAPTER 4

Whistleblowers

The Smart-Tek IPO



[illegible]

Client Counseling Notes

Assessment of Potential Claims

Risks:

-

-

-

Recommendations:

-

-

-

Additional Considerations:

-

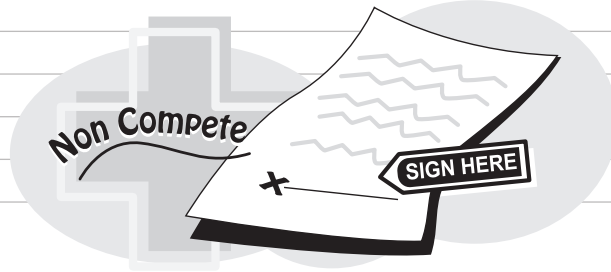
-

-

CHAPTER 5

Covenants Not to Compete

The Doctor Is In



Employment Agreement

10. Post-Termination Competition and Employment.

Dr. Williams acknowledges that Newtown Family Homeopathy (the “Practice”) will expose Dr. Williams to all of the Practice’s business and professional relationships, as well as provide access to its hospital contacts, training, and on-the-job experience. Dr. Williams also acknowledges that practicing medicine in the geographic area served by the Practice following termination of this Agreement for any reason would harm the Practice’s legitimate business interests.

Dr. Williams therefore agrees that during the term of this Agreement and for a period of three (3) years immediately following its expiration or earlier termination, Dr. Williams shall not, directly or indirectly, within the city limits of Newtown:

- i. Engage in the practice of medicine or
- ii. Become employed by, or serve as an officer, director, shareholder, partner, health care consultant or medical director of, any physician’s office, health care provider or managed care organization that provides patient care.

Non-Compete Worksheet			
	Prohibited Conduct	Geographic Range	Temporal Duration
Restrictions Proposed by Employer			
Employer's Legitimate Interests			
Legal Limitations & Employee Concerns			
Client's Proposed Revision			

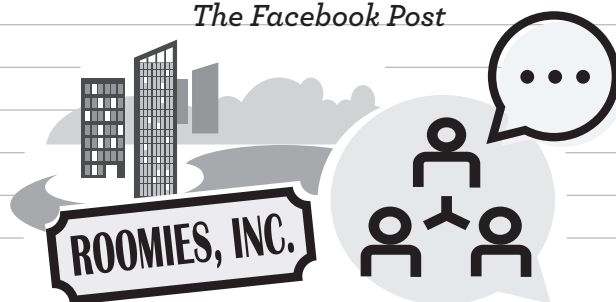
Employment Agreement

10. Post-Termination Competition and Employment.

CHAPTER 6

Concerted Activity, Speech & Privacy

The Facebook Post



Witness Interview Notes

Date:

Witness:

Preliminary Comments:

•

•

•

Questions/Checklist:

•

•

•

•

•

Closing Points:

•

•

•

Client Counseling Notes

Risks:

-

-

-

Recommendations:

-

-

-

Additional Considerations:

-

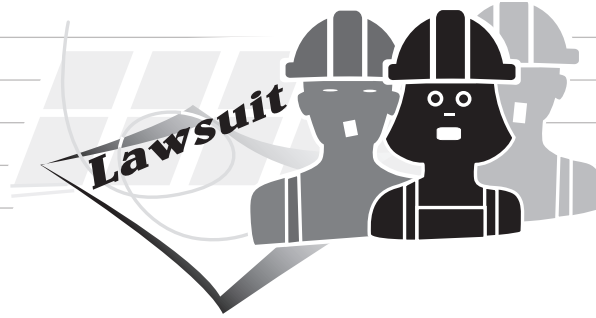
-

-

CHAPTER 7

Sexual Harassment

A Troublesome Crew



**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF _____**

_____,

Plaintiff,

–against–

_____,

Defendant.

COMPLAINT

Jury Trial Demanded

Plaintiff _____ for her complaint against defendant alleges and avers as follows:

NATURE OF THE ACTION

1. This action is commenced by _____ (hereafter “Plaintiff”) against _____ (hereafter “Defendant”), in order to remedy and seek relief for Defendant’s unlawful and discriminatory employment practices, in violation of: _____.

THE PARTIES

Plaintiff

2. _____ is an adult individual who is a resident of _____, who worked for _____, as a _____ during the times alleged in this Complaint.
3. At all times relevant to this action, Plaintiff resided in _____, in this judicial district, which is the district where some or all of the Defendant’s wrongful acts as alleged occurred.

Defendant

4. Defendant is incorporated in state of _____ and has its principal place of business in _____.

JURISDICTION AND VENUE

5. This Court has jurisdiction over Plaintiff's claims under 28 U.S.C. § 1331.
6. Venue is proper in this judicial district pursuant to, among other provisions, 28 U.S.C. § 1391(b), because this is the judicial district in which a substantial part of the events giving rise to Plaintiff's claims occurred, and Defendant resides here.

ADMINISTRATIVE EXHAUSTION

7. Plaintiff timely filed a Charge of Discrimination with the EEOC office alleging claims of gender discrimination and sexual harassment and received her Notice of Right to Sue from the EEOC within 90 days of the filing of this Complaint.

STATEMENT OF FACTS AND CLAIMS

8. [Insert paragraphs with factual allegations from Plaintiff's Charge of Discrimination relevant to her claim of sexual harassment and hostile work environment.]

CAUSE OF ACTION**SEXUAL HARASSMENT**

9. Plaintiff re-alleges and incorporates by reference each and every allegation contained in each and every aforementioned paragraph as though fully set forth herein.
10. [Insert paragraphs enumerating claims based on the elements required for a sexual harassment claim.]

PRAYER FOR RELIEF

Plaintiff is requesting relief for declaratory judgment; actual damages; compensatory and punitive damages; attorneys' fees and litigation expenses; and any other relief the Court deems proper and just.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury on all questions of fact raised by this Complaint.

[Sign and Date Complaint.]

CHAPTER 8

Disability Accommodation

The Sleepy Cashier



Strategy Notes

Preliminary Comments:

-

-

-

Proposed Accommodations:

-

-

-

Rationale:

-

-

-

Closing Points/Next Steps:

-

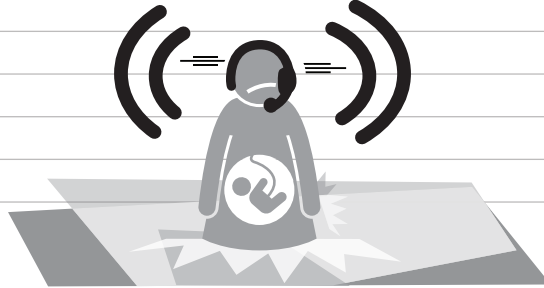
-

-

CHAPTER 9

Pregnancy and Medical Leave

A Hasty Decision



Time Sheet

Attorney:

Client:

Billing No.

Date	Description	Time
------	-------------	------

[illegible]

Email to Client

To: djohnston@SSE.com

From: [Your email address]

Re: Joelle Benson

Dear Daryl,

You contacted me regarding Joelle Benson, who has been frequently absent and tardy for reasons related to pregnancy. I understand that you wish to terminate her.

For the reasons that follow, I advise:

[State your recommendation and legal rationale]

I will follow up with you by phone to further discuss this matter.

Sincerely,

CHAPTER 10

Arbitration Agreements

The Aging Chocolatier



Form Memorandum of Law (Brief) Form

IN THE UNITED STATES DISTRICT COURT

SAM CALDWELL,

Plaintiff,

-against-

MASON'S CHOCOLATES,

Defendant.

MEMORANDUM OF LAW IN SUPPORT OF
DEFENDANT'S MOTION TO COMPEL ARBITRATION

PRELIMINARY STATEMENT

CHAPTER 11

CAPSTONE: Wage and Hour Collective Actions

At Your Service!



[Attorney Name]

123 Main Street

Anycity, US 11223

Date _____

Highland Eateries

456 Broad Street

Highland, US 44556

RE: _____

Dear _____:

[Introduction. Identify yourself and who you are representing.]

[Factual background]

[Legal argument/precedents]

[Conclusion. Request to commence negotiation by a
designated date prior to intended filing date.]

Sincerely,

[Signature]

[Attorney Name]

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release, dated _____, 20____, is entered between Chris Bronfeld, as an individual and as representative of the class, and Highland Eateries (collectively “the Parties”).

WHEREAS the parties have engaged in significant negotiations and have come to an agreement regarding Bronfeld’s individual and class FLSA claims,

The Parties agree as follows:

1.

2.

3.

4.

5.

To evidence the parties’ agreement to this Agreement, they have executed and delivered it on the date set forth in the preamble.

Chris Bronfeld

By:

Highland Eateries

By:
