# th RIVALIS LAW

# **Risk Management Procedures & Protocols**

# Comprehensive Framework for Legal Practice Excellence

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# 1. Introduction & Philosophy

# 1.1 Purpose Statement

This Risk Management Procedures manual establishes the comprehensive framework for identifying, assessing, mitigating, and managing risks inherent in legal practice. These procedures protect clients, preserve firm reputation, ensure regulatory compliance, and maintain the highest standards of professional excellence.

# 1.2 Core Principles

#### **Prevention Over Reaction**

- Identify risks before they materialize
- Implement proactive safeguards
- Build risk awareness into daily operations
- Create redundant protection systems

## **Client-Centric Protection**

- Safeguard client confidential information
- Protect client interests above all else
- Maintain attorney-client privilege
- Deliver exceptional service quality

#### **Professional Excellence**

- Uphold highest ethical standards
- Maintain competence through continuing education
- Follow best practices in legal service delivery
- Exceed minimum requirements

# **Continuous Vigilance**

- Monitor risk indicators daily
- Conduct regular risk assessments
- Update procedures as risks evolve
- Learn from near-misses and incidents

# **Collective Responsibility**

- Every team member owns risk management
- Report concerns without fear of reprisal
- Support colleagues in risk identification
- Foster culture of accountability

# **Transparency & Candor**

- Communicate openly about risks
- Escalate concerns promptly
- Document decisions thoroughly
- Address problems honestly with clients

# 1.3 Scope & Application

**Universal Application:** These procedures apply to all attorneys, paralegals, legal assistants, administrative staff, contractors, and consultants working on behalf of Rivalis Law.

**Practice Area Coverage:** All practice areas including but not limited to: AI Governance, Litigation, Startup Formation, Technology Transactions, Immigration, M&A, Corporate Governance, Real Estate, and Crypto/Blockchain law.

Geographic Scope: All offices, remote work locations, and jurisdictions where the firm practices.

# 2. Intake & Conflicts Management

# 2.1 Initial Contact Screening Protocol

**Immediate Actions Upon First Contact:** 

# **Step 1: Information Capture (Within 5 Minutes)**

- □ Full name of prospective client
   □ Contact information (phone, email, address)
   □ Company/organization name if applicable
- □ Nature of legal matter (brief description)
- ☐ All known parties involved
- □ Opposing parties/adverse interests
- ☐ Any deadline or time-sensitive issues
- □ Source of referral
- □ Date and time of contact
- □ Staff member receiving inquiry

#### **Step 2: Preliminary Assessment (Within 15 Minutes)**

- □ Does matter align with firm practice areas?
- □ Is firm licensed in required jurisdictions?
- □ Any obvious conflicts apparent?
- ☐ Statute of limitations concerns?
- $\hfill\Box$  Urgency level assessment
- ☐ Complexity and resource requirements
- □ Initial ethical screening

# **Step 3: Documentation**

- Enter into intake management system immediately
- Assign unique inquiry number
- Flag for conflicts check
- Set follow-up reminder

## **Red Flags Requiring Immediate Escalation:**

**Deadline within 72 hours** - Escalate to practice group leader immediately

- Prior attorney termination Review reason; may indicate difficult client or ethical concerns
- **Requests for unethical actions** Document and decline representation
- **Statute of limitations expiring imminently** Immediate senior attorney review required
- Unusual payment requests May indicate money laundering or fraud concerns
- ► Matter outside expertise Consider referral or co-counsel arrangement
- **Obvious conflict with current client** Do not discuss further; decline immediately

# 2.2 Comprehensive Conflicts Check System

## **Three-Tier Screening Protocol:**

#### **TIER 1: Automated Database Search**

# **Mandatory Search Terms:**

## 1. All Party Names

- Individual names (all variations)
- Corporate entities (including DBAs, former names)
- Parent companies and subsidiaries
- · Affiliated entities
- Trusts, estates, foundations

# 2. Related Individuals

- · Officers and directors
- Partners and members
- Family members in family law matters
- Beneficiaries in estate matters
- Co-defendants or co-plaintiffs

## 3. Opposing Parties & Counsel

- All adverse parties
- Opposing counsel (firm and individual)
- Insurance companies
- Government agencies involved

# 4. Geographic and Industry Terms

- If niche industry, search industry terms
- Real property addresses
- Intellectual property (patents, trademarks)

#### **Search ALL Databases:**

• Current client list

- Former client database (7-year minimum retention)
- Adverse party database
- Prospective client inquiries (declined matters)
- Attorney personal conflict disclosures

# **Automated System Parameters:**

- Fuzzy matching enabled (captures misspellings, variations)
- Wildcards for partial matches
- Phonetic matching for names
- Continuous monitoring for new conflicts in existing matters

# **TIER 2: Attorney Review & Analysis**

# **Senior Attorney Review Requirements:**

# **Conflict Analysis Factors:**

Do we currently represent the adverse party?     □ Have we represented them in the past?     □ Would this matter be directly adverse to a current client?
<ul> <li>2. Positional Conflicts</li> <li>□ Does this position conflict with arguments we're making for other clients?</li> <li>□ Would this create inconsistent legal positions?</li> <li>□ Is this a "hot potato" situation (dropping client to avoid conflict)?</li> </ul>
3. Issue Conflicts  □ Would this matter require attacking our own work?  □ Do we have confidential information relevant to this matter?  □ Is there substantial relationship between matters?
<ul> <li>4. Business Conflicts</li> <li>□ Would this create business disadvantage to current client?</li> <li>□ Investment or ownership conflicts?</li> <li>□ Board service conflicts?</li> </ul>
<ul> <li>5. Imputed Conflicts</li> <li>Lateral attorney conflicts?</li> <li>Conflicts from prior firms?</li> <li>Conflicts through temporary attorneys or contract lawyers?</li> <li>Family relationship conflicts?</li> </ul>
6. Personal Conflicts  □ Attorney family relationships?  □ Personal financial interests?  □ Personal relationships affecting objectivity?

# **Documentation Requirements:**

- Complete conflicts memo for file
- · List all search terms used
- Record all results (including non-conflicts)
- Detail analysis of any potential conflicts
- Include recommendation (clear, waivable, disqualifying)

## **TIER 3: Conflicts Committee Review**

## When Committee Review Required:

- Any potential conflict identified
- High-value matters (over \$500,000)
- High-risk matters (litigation, M&A, etc.)
- Government investigation or regulatory matters
- Matters involving public figures
- Sophisticated waiver situations
- Lateral attorney integration

# **Committee Composition:**

- Managing Partner or designee
- Practice group leader
- Risk management officer
- Outside ethics counsel (for complex situations)

#### **Committee Decision Standards:**

- Clear: No conflict proceed with engagement
- Waivable: Conflict exists but may be waived with informed consent
- Disqualifying: Cannot represent regardless of consent

# **Waivable Conflict Requirements:**

If conflict is waivable:
□ Draft detailed conflict disclosure letter
□ Explain nature of conflict clearly
□ Describe risks of dual representation
□ Confirm client's right to independent counsel review
□ Obtain written informed consent
☐ Implement information barriers if appropriate
□ Document screening procedures
□ Obtain all necessary consents before proceeding
□ Review annually for continued validity

# **Ongoing Conflict Monitoring:**

- Update conflicts database daily
- Run automated conflict checks weekly on all active matters
- Require attorneys to immediately report new conflicts
- Conduct quarterly conflicts audits

# 2.3 Declining Representation - Proper Procedures

## When Declination is MANDATORY:

- **Unwaivable conflict of interest**
- **Use Section 2.1.** Lack of competence/inability to become competent
- **Use Proof** Lack of jurisdiction/unauthorized practice concerns
- **Watter would require violation of law or ethics rules**
- **!** Impaired ability to represent (bias, personal involvement)
- **!** Statute of limitations cannot be saved
- **╚** Client unable∕unwilling to pay required retainer
- **Prospective client refuses engagement terms**
- **Proposition** Resource constraints prevent adequate representation
- **Wisalignment with firm values or risk tolerance**

**Proper Declination Letter Template:** 

[DATE]

[PROSPECTIVE CLIENT NAME]
[ADDRESS]

Re: [MATTER DESCRIPTION]

Dear [NAME]:

Thank you for considering Rivalis Law for your legal needs. After careful review, we have determined that we are unable to accept representation in this matter.

## [SELECT APPROPRIATE REASON - KEEP BRIEF]:

- Schedule conflicts prevent us from providing timely representation
- The matter involves a conflict of interest
- The matter falls outside our areas of practice
- We lack the necessary resources for adequate representation

This declination should not be interpreted as an opinion on the merits of your matter.

## ▲ IMPORTANT DEADLINE NOTICE:

We understand this matter may involve time-sensitive deadlines, including [SPECIFIC DEADLINE IF KNOWN]. We strongly urge you to seek alternative counsel immediately. Failure to timely pursue your legal rights may result in loss of those rights.

#### [IF STATUTE OF LIMITATIONS CONCERN:]

A CRITICAL: Our preliminary review indicates potential statute of limitations concerns with a deadline of [DATE]. You should consult with an attorney immediately to protect your rights.

This letter does not create an attorney-client relationship, and we are not providing legal advice. Do not rely on any statements in this letter as legal counsel.

We wish you the best in resolving this matter.

Sincerely,

[ATTORNEY NAME]

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# **Declination Follow-Up Procedures:**

- 1. Send via email AND certified mail
- 2. Document reason in intake system
- 3. Set tickler for statute of limitations date (if applicable)
- 4. Send follow-up reminder 30 days before SOL expires
- 5. Maintain documentation for 7 years minimum

# 3. Client Engagement & Screening

# 3.1 Comprehensive Engagement Letter

# **Every Engagement MUST Include:**

# A. Scope of Representation

# PRECISELY DEFINE:

- □ Specific legal matter(s) covered
- □ Explicit limitations on scope
- □ Related matters NOT included
- ☐ Geographic limitations
- ☐ Temporal limitations (if any)
- ☐ Transactional vs. general counsel
- □ Services explicitly excluded

#### EXAMPLE - Good Scope:

"We will represent you in connection with the negotiation and drafting of a Series A Preferred Stock Purchase Agreement for your proposed financing round. This representation includes due diligence review, term sheet negotiation, and closing document preparation.

This engagement does NOT include: (1) tax advice; (2) securities compliance filings; (3) employment matters; (4) intellectual property prosecution; or (5) ongoing corporate governance matters."

EXAMPLE - Bad Scope (Too Vague):

"We will provide general legal services related to your business."

# **B. Fee Structure & Payment Terms**

# **Hourly Rate Matters:**

☐ Detailed billing rates for each attorney/staff leve		Detailed	billing	rates	for	each	attorney	/staff	leve	:1
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- □ Rate increase provisions
- ☐ Minimum billing increments
- $\square$  Time rounding procedures
- ☐ Rates for different types of work (if applicable)

#### REQUIRED LANGUAGE:

"Attorney rates: Partners \$650/hour, Associates \$425/hour, Paralegals \$200/hour. Rates subject to annual adjustment with 30 days' notice. Time billed in 6-minute (0.1 hour) increments, rounded up."

## **Flat Fee Matters:**

□ Total flat fee amount
□ Services included in flat fee
□ Services NOT included
□ Payment schedule
□ What triggers additional fees
□ Refund policy if matter terminated early
REQUIRED LANGUAGE:
"Flat fee of \$15,000 for [SPECIFIC SERVICES]. This fee includes
[LIST]. Additional fees will apply for [LIST]. Not included: filing
fees, court costs, or expert fees."

# **Contingency Fee Matters:**

□ Percentage at each stage (pre-litigation, litigation, appeal, etc.)
□ Calculation basis (gross recovery vs. net of costs)
□ Cost responsibility
□ Client's right to reject settlement
□ Attorney's right to withdraw if unreasonable rejection
□ What happens if case dismissed
□ Lien on recovery
Must comply with state-specific requirements:
□ Writing requirement
□ Signature requirement
□ Explanation requirement
□ Copy to client
□ Court approval (if required)

# **Retainer Requirements:**

□ Initial retainer amount
Replenishment trigger and amount
Whether retainer is refundable
□ Treatment of unused retainer
☐ Interest on trust account
□ Application of retainer to final bill
REQUIRED LANGUAGE:
"Initial retainer of \$25,000 required before work commences.
Retainer is refundable and held in trust. Monthly invoices will
be paid from retainer. When retainer balance falls below \$10,000,
client must replenish to \$25,000 within 10 days. Any unused retainer
will be returned within 30 days of matter conclusion."

# C. Client Responsibilities

CLIENT OBLIGATIONS:
□ Duty to cooperate fully and promptly
□ Provide truthful and complete information
□ Respond to communications timely
□ Review documents provided
□ Attend meetings/depositions as required
□ Make timely decisions
□ Pay invoices within specified period
□ Notify of any changes in circumstances
☐ Maintain confidentiality of attorney work product
EXAMPLE LANGUAGE:
"You agree to: (1) respond to our communications within 48 hours;
(2) provide complete and truthful information; (3) review all documents
we send within the time specified; (4) pay invoices within 15 days;
(5) make yourself available for meetings, depositions, and court
appearances; and (6) notify us immediately of any changes in your
contact information or circumstances relevant to this matter."

# **D.** Termination Provisions

FIRM'S RIGHT TO WITHDRAW:
□ Non-payment of fees
□ Client fails to cooperate
□ Client insists on improper conduct
□ Conflict of interest develops
☐ Attorney-client relationship irretrievably broken
□ With court permission where required
CLIENT'S RIGHT TO TERMINATE:
□ May terminate at any time
□ Must be in writing
□ Effect on fees owed
□ Client remains responsible for fees through termination
☐ File transfer procedures
POST-TERMINATION:
□ File retention period (typically 7 years)
□ File return procedures
□ Continuing obligations (e.g., maintaining confidentiality)
□ Responsibility for fees incurred
☐ Transition assistance provided

# **E.** Communication Protocols

# ESTABLISH CLEARLY: | Primary client contact person | Who may give instructions to firm | Who may receive confidential information | Preferred communication methods | Response time expectations | Emergency contact procedures | Limitation on communication methods for sensitive matters | EXAMPLE: | "Our primary contact will be [NAME]. Only [NAME] and [NAME] are authorized to provide instructions or receive confidential information. | We will use email for routine communications but will not send highly sensitive information via unencrypted email. We will respond to your communications within 48 hours. For emergencies, call [NUMBER]."

#### F. Disclaimers & Limitations

DECT	***	TO TO OX	A TA CED C
REOU	JIRED	DISCL	AIMERS:

- □ No guarantee of outcome
- □ Cost estimates are not guarantees
- ☐ Representation limited to matters specified
- □ No duty to monitor future legal developments (unless ongoing representation)
- ☐ May consult outside counsel/experts
- $\ \square$  May use contract attorneys/temporary staff
- □ Junior attorneys may perform work under supervision

# EXAMPLE LANGUAGE:

"Legal matters involve uncertainty and we cannot guarantee any particular outcome. Any cost estimates provided are good-faith projections based on current information and may change as the matter develops. We will use reasonable efforts to keep you informed of material cost increases.

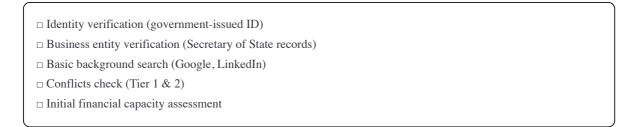
Our representation is limited to the specific matter(s) described above. Unless we have agreed to provide ongoing general counsel services, we have no duty to monitor future legal developments or advise you of new laws that might affect your interests.

We may engage contract attorneys, temporary staff, or outside counsel to assist in your representation. Such individuals will be bound by the same confidentiality obligations that apply to firm attorneys."

# 3.2 Enhanced Client Due Diligence

**Risk-Based Due Diligence Levels:** 

Level 1: Standard Due Diligence (All New Clients)



# Level 2: Enhanced Due Diligence (Triggers)

## Required for:

- Matter value > \$500,000
- Cash-intensive businesses
- High-risk industries (real estate, cryptocurrency, gaming, etc.)
- International matters
- First-time clients in litigation
- Referral from unknown source
- Client requests anonymity or secrecy
- Unusual payment structure requests

## **Additional Procedures:**

□ Beneficial ownership identification
□ Source of funds verification
☐ Business financial review (financials, bank references)
□ Credit check (for significant engagements)
☐ More thorough background investigation
□ Professional references
□ Regulatory compliance history
□ OFAC and sanctions screening
□ Adverse media search
□ Litigation history search

# Level 3: Extensive Due Diligence (High-Risk)

# Required for:

- Politically exposed persons (PEPs)
- Foreign government officials or family members
- Matters involving \$5M+
- International M&A or real estate
- Cryptocurrency or blockchain matters
- Gaming or gambling industry
- Cannabis industry (legal compliance critical)
- Matters with significant reputational risk

## **Additional Procedures:**

☐ Third-party due diligence firm engagement	
□ Enhanced beneficial ownership investigation	
□ Complete financial background	
□ International sanctions screening (all jurisdictions)	
□ Adverse media search (international sources)	
□ Source of wealth investigation	
□ PEP database screening	
□ Regulatory action search (all jurisdictions)	
□ Continuous monitoring during representation	

**Red Flags Requiring Escalation:** Previous sanctions violations Criminal history (financial crimes) Regulatory enforcement actions Extensive adverse media coverage Connections to high-risk jurisdictions Unwilling to provide requested information Inconsistent information provided Unusual secrecy or anonymity requests

# 3.3 Special Engagement Situations

# **Limited Scope Representation (Unbundled Services)**

# **Critical Requirements:**

- ✓ Must be permissible under jurisdiction's ethics rules
- ✓ Written agreement defining precise scope
- ✓ Clear disclosure of services NOT provided
- ✓ Client acknowledgment they understand limitations
- ✓ Client acknowledgment of risks of limited representation
- ✓ Confirm client capability to handle excluded matters
- ✓ Cannot create situation where client materially prejudiced
- ✓ May need to withdraw if scope becomes inadequate

# **Required Engagement Letter Provisions:**

## "IMPORTANT - LIMITED SCOPE REPRESENTATION:

You have requested that we provide limited legal services for [SPECIFIC SERVICES]. This is sometimes called 'unbundled' or 'limited scope' representation.

#### WE WILL PROVIDE:

[Detailed list of what attorney WILL do]

#### WE WILL NOT PROVIDE:

[Detailed list of what attorney will NOT do]

#### RISKS YOU SHOULD UNDERSTAND:

- You will be responsible for [tasks client must handle]
- Failure to [do X] could result in [consequence]
- You should consider retaining full-service counsel if [situations]
- We will not monitor [aspects] of your case
- You are responsible for all deadlines except [specific deadlines]

#### ACKNOWLEDGMENT:

I understand the limited nature of this representation. I understand the risks of limited scope representation. I understand which services are and are not included. I have had the opportunity to ask questions and seek independent advice about whether limited scope representation is appropriate for my situation.

I voluntarily choose limited scope representation and agree to be responsible for all aspects of this matter except those specifically included in the attorney's scope.

[CLIENT SIGNATURE]"

# **Contingency Fee Agreements**

## **Jurisdiction-Specific Compliance:**

- Review state rules on contingency fees
- Some states prohibit in certain matters (domestic relations, criminal)
- Some states have maximum percentages
- Some states require court approval
- Some states mandate specific language

## **Required Elements:**

☐ Must be in writing before services commence
□ Must be signed by client
□ State percentage attorney will receive
☐ State how percentage calculated (gross vs. net)
☐ State what litigation expenses client responsible for
□ Explain method of determining expenses
□ Notify client of right to claim itemized statement
□ Provide copy to client
□ [State-specific requirements]
BEST PRACTICES:
BEST PRACTICES:  Use tiered percentages (increase if case proceeds to trial/appeal)
☐ Use tiered percentages (increase if case proceeds to trial/appeal)
☐ Use tiered percentages (increase if case proceeds to trial/appeal) ☐ Clearly define "recovery" (includes non-monetary relief?)
☐ Use tiered percentages (increase if case proceeds to trial/appeal) ☐ Clearly define "recovery" (includes non-monetary relief?) ☐ Address how costs affect net recovery
□ Use tiered percentages (increase if case proceeds to trial/appeal) □ Clearly define "recovery" (includes non-monetary relief?) □ Address how costs affect net recovery □ Specify client's right to reject settlement offers
□ Use tiered percentages (increase if case proceeds to trial/appeal) □ Clearly define "recovery" (includes non-monetary relief?) □ Address how costs affect net recovery □ Specify client's right to reject settlement offers □ Include attorney's rights if client unreasonably rejects

# **Sample Calculation Examples to Include:**

## "EXAMPLES OF FEE CALCULATION:

Example 1 - Settlement of \$100,000 (Gross Recovery Method):

Recovery: \$100,000

Attorney Fee (33.3%): \$33,333 Costs (client responsible): \$8,500

Net to Client: \$58,167

Example 2 - Settlement of \$100,000 (Net Recovery Method):

Recovery: \$100,000

Costs (paid from recovery): \$8,500

Net Recovery: \$91,500

Attorney Fee (33.3% of net): \$30,470

Net to Client: \$61,030

This agreement uses the [GROSS/NET] recovery method."

# **Alternative Fee Arrangements (AFAs)**

# **Types to Document Clearly:**

# **Blended Rates:**

"Rather than bill at individual attorney rates, all work will be billed at a blended rate of \$450/hour regardless of which attorney performs the work. This provides cost certainty while ensuring flexibility in staffing."

# **Capped Fees:**

"Hourly billing at standard rates, subject to a total fee cap of \$75,000. If fees exceed the cap, no additional fees will be charged. Client remains

responsible for all costs and expenses regardless of fee cap.

Excluded from cap: [list any excluded services such as appeals, post-judgment collection, etc.]"

#### **Collared Fees:**

"Estimated fee range (collar): \$40,000 - \$60,000.

If actual fees fall within collar: Client pays actual fees If actual fees fall below \$40,000: Client pays \$40,000

If actual fees exceed \$60,000: [Specify how excess handled - either firm

absorbs or client pays excess up to specified amount]

Circumstances that would justify exceeding collar: [List, such as unexpected dispositive motions, changes in case scope, etc.]"

#### **Success Fees/Bonuses:**

"Base hourly fees at standard rates. Upon successful completion (defined as [SPECIFIC OUTCOME]), client will pay success bonus of [AMOUNT or PERCENTAGE].

Success defined as: [BE VERY SPECIFIC]

Bonus calculation: [FORMULA] Payment timing: [WHEN DUE]

This bonus is in addition to base hourly fees and all costs."

## For All AFAs:

- Define what happens if matter scope changes materially
- Specify how additional services outside original scope are billed
- Address what happens if client terminates early
- Include provisions for renegotiation if circumstances change significantly
- Obtain sophisticated client acknowledgment that client understands structure

# 4. Matter Management & Supervision

# 4.1 Matter Initiation & Planning

Within 7 Days of Engagement - Complete Matter Setup:

## A. Develop Matter Budget & Staffing Plan

### **Budget Components:**

☐ Estimated total legal fees (by phase if applicable)
□ Estimated costs and expenses
□ Payment schedule
□ Assumptions underlying estimates
□ Factors that could increase costs
□ Contingencies/reserves
□ Budget comparison to similar matters
BUDGET PHASES (adjust for matter type):
Phase 1: Initial assessment and strategy
Phase 2: Discovery/Due diligence
Phase 3: [Matter-specific]
Phase 4: [Matter-specific]
Phase 5: Closing/Trial/Resolution
Each phase includes:
- Estimated hours by attorney level
- Estimated costs
- Key deliverables
- Decision points

# **Staffing Plan:**

□ Responsible attorney (primary client contact)
□ Supervising attorney (reviews work, makes key decisions)
□ Staffing team (associates, paralegals)
□ Expected role of each team member
□ Delegation boundaries
□ Review/supervision protocols
□ Backup attorney (if primary unavailable)
STAFFING EFFICIENCY:
- Right person for right task principle
- Junior attorney for research, drafting
- Senior attorney for strategy, negotiations, court appearances
- Paralegal for organization, document management
- Legal assistant for administrative support

**Client Budget Communication:** Provide written budget to client including: ✓ Total estimated fees and costs ✓ Breakdown by phase ✓ Assumptions ✓ Variables that could affect budget ✓ How client will be notified of budget concerns ✓ Request client acknowledgment/approval "If at any time we anticipate fees exceeding the estimated budget by more than 15%, we will notify you before incurring additional fees and obtain your approval to proceed."

# **B.** Create Comprehensive Matter Timeline

# **Deadline Categories:**

# **HARD DEADLINES (Miss = Malpractice):**

Statutes of limitations
Statutes of repose
Court-imposed deadlines
Regulatory filing deadlines
Contractual deadlines
Appellate deadlines
Notice periods that cannot be waived

PROTECTION PROTOCOL:

Enter in primary calendar immediately
Enter in backup calendar immediately
Enter in firm master calendar
Set 3 reminders: 30 days, 7 days, 2 days before
Verify receipt of all reminders
Partner-level review of all court/SOL deadlines within 48 hours

# **IMPORTANT DEADLINES (Not Malpractice But Significant):**

 $\hfill\Box$  Weekly hard deadline review in team meetings

⚠ Discovery deadlines
⚠ Internal project milestones
⚠ Client-imposed deadlines
A Recommended action dates
⚠ Strategic timing deadlines
PROTECTION PROTOCOL:
□ Enter in calendars (primary, backup)
□ Set 2 reminders: 7 days, 2 days before
□ Discuss in team meetings
□ Communicate proactively with client if at risk

# **Matter Timeline Creation:**

Work backwards from known hard deadlines:

 $EXAMPLE \hbox{ - Litigation Matter:} \\$ 

Trial Date: August 15, 2025

↓ (120 days before trial)

Fact Discovery Cutoff: April 17, 2025

↓ (150 days before fact disco)

Initial Disclosures Due: November 18, 2024

↓ (Immediately)

Matter Opened: October 1, 2024

Create Gantt chart or timeline showing:

- All hard deadlines
- All important deadlines
- Planned milestones
- Buffer time built in
- Dependencies between tasks

# C. Initial Risk Assessment

# **Complete Risk Assessment Form:**

MATTER RISK ASSESSMENT
Matter #:
Client:
Matter Description:
Responsible Attorney:
Date:
1. CONFLICT RISK
□ Clean conflicts check completed
□ Ongoing conflict monitoring in place
□ Waiver obtained if applicable
Notes:
2. COMPETENCE RISK
□ Familiar matter type (Rate 1-5):
□ Familiar jurisdiction (Rate 1-5):
□ Adequate training/experience for matter
□ Outside counsel/expert needed?: Y/N
□ CLE or training needed?: Y/N
Notes:
3. DEADLINE RISK
□ Statute of limitations date:
□ Other hard deadlines:
□ Adequate time to complete work?: Y/N
□ Calendar protection in place?: Y/N
Notes:
4. SCOPE RISK
□ Scope clearly defined in engagement letter?: Y/N
□ Client understands scope?: Y/N
□ Risk of scope creep (Rate 1-5):
□ Exclusions clearly stated?: Y/N
Notes:
5. CLIENT RELATIONSHIP RISK
□ Reasonable expectations?: Y/N
□ Good communicator?: Y/N
□ Financially stable?: Y/N
□ Cooperative?: Y/N
□ Red flags (Rate 1-5):
Notes:
6. OPPOSING PARTY/COUNSEL RISK
□ Difficult opposing counsel?: Y/N
□ Opposing party litigation history:
□ Aggressive/unreasonable?: Rate 1-5
□ Well-funded opposition?: Y/N
Notes:
7. COMPLEXITY RISK
□ Novel legal issues?: Y/N

□ Complex facts?: Y/N
□ Multiple parties?: Y/N
□ Experts required?: Y/N
□ Multi-jurisdictional?: Y/N
□ Overall complexity (Rate 1-5):
Notes:
8. FINANCIAL RISK
□ Client payment risk (Rate 1-5):
□ Adequate retainer collected?: Y/N
□ Budget approved by client?: Y/N
□ High-cost matter?: Y/N
□ Fee recovery likelihood if prevail:
Notes:
9. REPUTATIONAL RISK
□ High-profile matter?: Y/N
□ Media attention likely?: Y/N
□ Sensitive subject matter?: Y/N
□ Public interest?: Y/N
□ Overall reputational risk (1-5):
Notes:
10. MALPRACTICE RISK
□ Malpractice-prone matter type?: Y/N
□ Missed deadline risk (Rate 1-5):
☐ Inadequate investigation risk:
□ Overall malpractice risk (1-5):
Notes:
OVERALL RISK RATING: (1-5 scale, 5 = highest risk)
MITIGATION STRATEGIES:
[List specific steps to mitigate identified risks]
REVIEW SCHEDULE:
□ 30-day review:
□ 60-day review:
□ Quarterly reviews:
APPROVED BY:
Responsible Attorney: Date:
Supervising Attorney/Partner: Date:

**Risk Rating Actions:** 

# Rating 1-2 (Low Risk):

- Standard supervision
- Quarterly risk review

## Rating 3 (Moderate Risk):

- Enhanced supervision
- Monthly risk review
- Partner check-ins

# Rating 4-5 (High Risk):

- Close partner supervision
- Bi-weekly risk review
- Weekly team meetings
- Additional review protocols
- Consider increased malpractice insurance
- Document all key decisions

# 4.2 Deadline Management System

## **Three-Tier Calendar Protection:**

## Tier 1: Primary Calendar (Attorney/Team Level)

## **Requirements:**

- ✓ Personal calendar (Outlook, Google, etc.)
- ✓ Enter ALL deadlines immediately upon learning
- ✓ Use specific deadline categories/colors:
- RED = Court/SOL deadlines (cannot miss)
- YELLOW = Important but not court-imposed
- GREEN = Internal milestones
- ✓ Include full details in calendar entry
- ✓ Set multiple reminders
- ✓ Sync across all devices
- ✓ Daily review of upcoming deadlines
- ✓ Weekly review of next 30 days

### **Reminder Protocol:**

HARD DEADLINES (Court, SOL):
- 30 days before
- 14 days before
- 7 days before
- 2 days before
- Morning of deadline
IMPORTANT DEADLINES:
- 14 days before
- 7 days before
- 2 days before
ALL REMINDERS:
□ Pop-up alert
□ Email reminder
□ Acknowledge receipt
□ Verify task completion status
Siar 2. Rackun Calandar (Suparvising Attornay)

# Tier 2: Backup Calendar (Supervising Attorney)

# **Requirements:**

✓ Supervising attorney maintains independent calendar

✓ All team matter deadlines entered

✓ Weekly cross-check with team calendars

✓ Monthly audit of all hard deadlines

✓ Receives duplicate reminders

✓ Reviews weekly deadline report

✓ Approves all extension requests

# **Weekly Deadline Meeting:**

Every Monday morning:	
□ Review all deadlines for next 14 days	
□ Confirm preparation status	
□ Identify any concerns	
□ Adjust staffing if needed	
□ Document meeting notes	

# Tier 3: Firm Master Calendar (Firm-Wide)

# **Requirements:**

✓ All hard deadlines (court, SOL, regulatory)

✓ Maintained by Calendar Administrator

✓ Generates automatic reports:

- Weekly deadline report (sent Monday)

- Daily hard deadline report

- Approaching SOL report (quarterly)

✓ Flags deadlines approaching without apparent activity

✓ Management review monthly

✓ Audit quarterly by Risk Management Committee

# **Deadline Entry Protocol:**

EVERY DEADLINE ENTRY MUST INCLUDE:
1. Matter Information  □ Matter number  □ Client name  □ Matter description
2. Deadline Information  □ Exact date and time  □ Type of deadline  □ Description (e.g., "Answer to Complaint Due")  □ Source (court order, statute, contract, etc.)  □ Consequence of missing
3. Responsible Parties  □ Responsible attorney  □ Backup attorney  □ Supervising attorney
4. Status Tracking  □ Preparation status  □ Drafts location  □ Review status  □ Filing/submission method
5. Related Information  □ Court/agency information  □ Filing requirements  □ Service requirements  □ Fee information

# **Deadline Change Protocol:**

IF DEADLINE CHANGES:
□ IMMEDIATE update to all three calendar systems
□ Confirm change in writing from source
□ Email confirmation to entire matter team
□ Document reason for change in matter file
□ Update client on deadline change
□ Adjust related deadlines as necessary
□ Notify Calendar Administrator
□ Update reminders
DO NOT:
X Rely on oral deadline extensions
X Delay updating calendars
X Assume everyone aware of change
X Forget to adjust dependent deadlines

# **Missed Deadline Protocol:**

IF DEADLINE MISSED:
IMMEDIATE ACTIONS (Within 1 hour):  □ Notify supervising attorney □ Notify Risk Management Committee □ Assess prejudice and remedies available □ Research procedural options: - Motion for extension - Motion to set aside default - Other relief available □ Determine if malpractice carrier notification needed □ Document circumstances thoroughly
WITHIN 24 HOURS:  Notify client of missed deadline Explain consequences Explain remedial actions being taken Document client conversation File motion for relief if appropriate Prepare incident report
WITHIN 1 WEEK:  Complete root cause analysis  Identify system failures  Implement corrective measures  Update procedures to prevent recurrence  Risk Management Committee review  Consider whether to report to malpractice carrier  Document all actions taken

# **4.3** File Review & Supervision Requirements

# **Mandatory Review Checkpoints:**

# **30-Day New Matter Review**

# Conducted by: Supervising Attorney Timing: Within 30 days of engagement

REVIEW CHECKLIST:	`
□ Engagement Letter  - Properly executed?  - Scope clearly defined?  - Fee arrangement documented?  - Client acknowledgments obtained?	
□ Conflicts Check  - Properly documented?  - All parties searched?  - Committee approval if needed?  - Ongoing monitoring in place?	
<ul> <li>□ Matter Setup</li> <li>- Risk assessment completed?</li> <li>- Budget developed and communicated?</li> <li>- Timeline created?</li> <li>- Team staffing appropriate?</li> <li>- Calendaring complete?</li> </ul>	
□ Initial Work Quality  - Research thorough?  - Strategy sound?  - Client communication appropriate?  - File organization adequate?  - Deadlines identified and calendared?	
□ Early Risk Identification  - Any red flags identified?  - Scope creep concerns?  - Budget concerns?  - Client relationship issues?  - Competence concerns?	
DOCUMENT REVIEW:  Date:  Reviewer:  Issues Identified:  Action Items:  Follow-up Date:	

**Quarterly File Review** 

Conducted by: Supervising Attorney Timing: Every 90 days for active matters

COMPREHENSIVE REVIEW:
□ Budget Status
- Actual fees vs. budget
- Variance explanation
- Projected final fees
- Client notification if exceeding
- Adjustment needed?
Adjustificiti ficeded.
□ Strategy Effectiveness
- Is strategy working?
- Should strategy change?
- New information affecting approach?
- Client satisfaction with progress?
□ Timeline Status
- On track for deadlines?
- Any delays?
- Adjustment needed?
- Client expectations managed?
□ Quality Control
- Work product quality
- Research current and accurate?
- Compliance with procedures?
- File organization maintained?
□ Client Relationship
- Communication frequency adequate?
- Client satisfaction?
- Expectation management?
- Payment status?
□ Risk Assessment Update
- New risks identified?
- Existing risks changed?
- Mitigation strategies effective?
- Overall risk rating change?
□ Staffing
- Current staffing appropriate?
- Junior attorneys supervised?
- Efficiency opportunities?
- Training needs?
DOCUMENT REVIEW:
Quarter:
Date:
Reviewer:
Overall Status: (Green/Yellow/Red)
Issues/Concerns:

Action Plan:
Next Review:

**Pre-Filing Review (Litigation)** 

Conducted by: Senior Attorney or Partner Timing: Before filing any complaint, answer, motion, or appeal

#### MANDATORY PRE-FILING CHECKLIST:

- □ Statute of Limitations
- Verified not expired
- Supporting research attached
- Tolling analyzed if applicable
- □ Jurisdiction & Venue
- Proper court selected
- Subject matter jurisdiction confirmed
- Personal jurisdiction confirmed
- Venue proper
- Research supporting conclusion
- □ Parties
- All necessary parties included
- Real parties in interest identified
- Capacity issues addressed
- Service of process planned
- □ Causes of Action
- Elements satisfied
- Evidence supports claims
- Legal research current
- Alternative theories considered
- □ Damages/Relief
- Properly pleaded
- Supported by facts
- Within court's jurisdiction
- Specific enough
- ☐ Client Authorization
- Client approved filing
- Client understands risks and costs
- Settlement discussion attempted?
- Authorization documented
- □ Compliance
- Court rules complied with
- Rule 11 certification proper
- Certification requirements met
- Attorney signature proper
- □ Quality Control
- Spelling/grammar check
- Citations verified
- Exhibits attached
- Proper formatting
- E-filing requirements met
- □ Strategic Considerations
- Is filing strategically sound?

- Timing appropriate?
- Alternative approaches considered?
- Likely response anticipated?
APPROVAL:
Reviewing Attorney:
Date:
Approved to File: Yes / No
Conditions/Comments:

# **Settlement Authority Review**

When Required: Before accepting settlement over threshold amount

# SETTLEMENT THRESHOLDS REQUIRING PARTNER APPROVAL: - Any settlement > \$100,000- Any settlement with non-monetary terms - Any settlement with admission of liability - Any settlement with ongoing obligations - Any settlement with confidentiality beyond standard - Class action settlements (any amount) SETTLEMENT APPROVAL CHECKLIST: □ Client Authority - Client consulted - Client approved terms - Client understands tax implications - Client authorization in writing ☐ Settlement Terms Review - All terms acceptable - Release scope appropriate - Confidentiality reasonable - Payment terms clear - Default provisions fair □ Strategic Analysis - Better than likely trial outcome? - Costs of continuing considered? - Risks of continuing evaluated? - Client's goals met? $\hfill\Box$ Tax and Other Implications - Tax consequences analyzed - Structured settlement considered? - Allocation issues addressed - Other legal implications considered □ Documentation - Settlement agreement drafted - Release drafted - Dismissal documents prepared - Distribution plan clear PARTNER APPROVAL: Partner: \_\_\_ Date: \_\_\_ Settlement Amount: \$\_\_ Approved: Yes / No Comments: \_\_\_

# **Matter Closing Review**

When Required: Before closing any matter

CLOSING CHECKLIST:
□ Matter Completion
- All tasks completed
- All deliverables provided
- Client objectives met
- Final work product delivered
□ Financial Closeout
- Final invoice prepared
- All time entered
- All costs billed
- Trust account reconciled
- Retainer returned if applicable
- Closing statement provided
□ File Organization
- Complete file review
- Documents organized
- Indexes created
- Digital files backed up
- Retention labels applied
Claring Letters and
- Closing letter sent
- File retention explained - Future obligations noted
- Contact for questions provided
Contact for questions provided
□ Post-Closing Obligations
- Monitoring obligations identified
- Ticklers set if needed
- Client advised of next steps
- Referrals made if needed
□ Knowledge Management
- Forms/precedents saved
- Lessons learned documented
- Best practices noted
- Research memoranda filed
□ Statistical Information
- Matter statistics updated
- Realization tracked
- Client satisfaction survey sent
CLOSING APPROVAL:
Closing Attorney:
Date:
Supervising Attorney:
Date:
Closed to: Archive / Active Monitoring

# **5. Communication Protocols**

# **5.1 Client Communication Standards**

# **Response Time Requirements:**

Priority Level	Response Timeframe	Examples
EMERGENCY	Same day (within 4 hours)	RFE deadline, court order received, adverse event, client crisis
URGENT	Within 24 hours	Impending deadline, time-sensitive negotiation, client distress
ROUTINE	Within 48 hours	Status updates, non-urgent questions, document review requests
ADMINISTRATIVE	Within 3 business days	Billing questions, scheduling, non-urgent administrative matters

# **Client Update Requirements:**

#### PROACTIVE CLIENT UPDATES:

## □ IMMEDIATE Updates Required For:

- Significant developments
- Court orders/decisions
- Settlement offers
- Adverse developments
- Deadline extensions/changes
- Material strategy changes
- Budget concerns (exceeding by >15%)
- Any "bad news"

# ☐ MILESTONE Updates (Within 48 Hours):

- Complaint filed/served
- Answer filed
- Discovery completed
- Motions filed/decided
- Key depositions completed
- Expert reports exchanged
- Trial date set
- Settlement negotiations commenced

## □ REGULAR Updates (Even When "Nothing Happening"):

- Monthly status update minimum
- Explain current status
- Explain next steps
- Address any client concerns
- Confirm strategy still appropriate
- Budget update if applicable

# □ AD HOC Updates:

- Respond promptly to client inquiries
- Never ignore client communications
- If unable to provide substantive response, acknowledge receipt and provide timeline

# **Communication Best Practices:**

#### ✓ USE PLAIN LANGUAGE

- Avoid legalese
- Explain legal terms
- Use examples
- Provide context

## ✓ CONFIRM UNDERSTANDING

- Ask if client has questions
- Invite follow-up discussion
- Check client comprehension of key points
- Provide written summaries after complex discussions

## ✓ DOCUMENT IMPORTANT CONVERSATIONS

- Follow up verbal discussions in writing
- Document advice given
- Document client decisions
- Document client instructions

#### ✓ SET REALISTIC EXPECTATIONS

- Never guarantee outcomes
- Explain uncertainties
- Provide range of possible outcomes
- Explain factors outside control

## ✓ ADDRESS BAD NEWS PROMPTLY

- Don't delay difficult conversations
- Explain situation honestly
- Provide options/remedies
- Show empathy but maintain professionalism

## ✓ MAINTAIN PROFESSIONALISM

- Always respectful tone
- Respond even when client difficult
- Don't take criticism personally
- Escalate if relationship breaking down

#### ✓ STRATEGIC CONTEXT

- Explain "why" not just "what"
- Connect actions to client's goals
- Explain decision trade-offs
- Involve client in strategy decisions

**Template: Monthly Status Update** 

[DATE]
[CLIENT NAME] [ADDRESS]
Re: [MATTER DESCRIPTION] Matter No: [NUMBER]
Dear [CLIENT]:
I am writing to provide a monthly status update on your matter.
CURRENT STATUS: [2-3 sentences on where matter currently stands]
RECENT DEVELOPMENTS: [Bullet points of significant activities since last update]
NEXT STEPS: [Bullet points of anticipated next actions and approximate timing]
DEADLINES:
DEADLINES: [Any upcoming deadlines or important dates]
[Any upcoming deadlines or important dates]  BUDGET UPDATE: Fees incurred to date: \$[AMOUNT]  Original budget estimate: \$[AMOUNT]  Projected final fees: \$[AMOUNT]
[Any upcoming deadlines or important dates]  BUDGET UPDATE: Fees incurred to date: \$[AMOUNT]  Original budget estimate: \$[AMOUNT]  Projected final fees: \$[AMOUNT]  [If exceeding budget, explain why and obtain approval]  QUESTIONS/CONCERNS:  [Address any issues client has raised or proactively address
[Any upcoming deadlines or important dates]  BUDGET UPDATE: Fees incurred to date: \$[AMOUNT] Original budget estimate: \$[AMOUNT] Projected final fees: \$[AMOUNT] [If exceeding budget, explain why and obtain approval]  QUESTIONS/CONCERNS: [Address any issues client has raised or proactively address potential concerns]  Please feel free to contact me if you have any questions or would like to discuss this matter further. I am available at [PHONE] or

## **5.2 Internal Communication Protocols**

## **Matter Team Communication:**

WEEKLY TEAM MEETINGS:
Required for all active matters with multiple team members.
AGENDA:
□ Review calendar - upcoming deadlines
□ Status of tasks assigned last meeting
□ New developments since last meeting
□ Budget status
□ Strategy discussion
□ Task assignments for coming week
□ Issues/concerns
□ Client communication plan
DOCUMENTATION:
☐ Meeting notes maintained in matter file
□ Action items with assigned responsibility
□ Decisions documented
□ Follow-up items tracked
□ Next meeting scheduled
ATTENDANCE:
□ All team members required
□ Supervising attorney required monthly minimum
□ Client participation as appropriate

## **Shared Matter Management:**

### USE FIRM COLLABORATION TOOLS:

- $\ \square \ Matter \ Management \ System$
- All team members have access
- Document current status
- Track tasks and assignments
- Monitor deadlines
- Share research and forms
- Centralize communications
- $\hfill \square$  Shared Matter Folder
- Organized structure
- Version control
- Access permissions appropriate
- Regular backups
- Clear naming conventions
- □ Internal Communication
- Use firm messaging system for quick questions
- Use email for important information
- Document substantive discussions
- Copy supervising attorney on significant communications

# ISSUES REQUIRING IMMEDIATE ESCALATION: ☐ Missed deadline or deadline at risk $\hfill\Box$ Potential malpractice or ethical issue ☐ Significant adverse development □ Client relationship seriously deteriorating □ Conflict of interest discovered □ Fee dispute developing □ Competence concerns □ Discovery of client dishonesty □ Opposing counsel misconduct □ Court misconduct or bias concerns □ Budget significantly exceeded □ Matter complexity beyond capability ESCALATION PROTOCOL: Step 1: Notify supervising attorney immediately (within 24 hours, or same day if urgent) Step 2: Document issue thoroughly - What happened - When discovered - Potential consequences - Proposed solutions Step 3: Supervising attorney assesses and escalates to partner if necessary Step 4: Risk Management Committee involved if potential malpractice/ethical issue Step 5: Document resolution and follow-up NO PENALTY for escalating concerns. Failure to escalate IS grounds for discipline.

## **Attorney Departure/Transition Protocol:**

## IF RESPONSIBLE ATTORNEY LEAVING FIRM OR MATTER: ☐ Immediate notification to all matter teams □ Identify successor attorney for each matter □ Schedule transition meetings □ Complete transition memoranda for each matter: - Current status - Pending deadlines - Open issues - Strategy and next steps - Client relationship notes - Budget status - Any concerns or risks ☐ Client notification letters ☐ File organization and turnover □ Calendar transfer and verification □ Client relationship transition □ Outstanding billing resolved □ Post-transition follow-up (30/60/90 days)

## **5.3 Opposing Counsel Communication**

#### **Professional Standards:**

#### ALL COMMUNICATIONS WITH OPPOSING COUNSEL:

- ✓ Professional and courteous tone always
- ✓ Confirm significant communications in writing
- ✓ Copy client on substantive communications
- ✓ Document conversations/meetings promptly
- ✓ Never agree to deadlines without calendaring immediately
- ✓ Never make commitments without client authorization
- ✓ Never discuss case without authority
- ✓ Be truthful always (ethical obligation)
- ✓ Don't disclose confidential information
- ✓ Consider recorded lines/emails are discoverable

#### ORAL COMMUNICATIONS:

- Follow up important discussions in writing
- Document in file contemporaneously
- Note any agreements made
- Confirm deadlines in writing

#### WRITTEN COMMUNICATIONS:

- Professional tone (not inflammatory)
- Clear and concise
- No unnecessary copies/blind copies
- Retain all communications
- Consider all emails may be shown to court/client

#### **Extension Requests:**

## WHEN OPPOSING COUNSEL REQUESTS EXTENSION: □ Verify you can agree under court rules □ Assess impact on client ☐ Obtain client approval if material □ Confirm in writing: - Original deadline - New deadline - Scope of extension - Any conditions - Whether further extensions will be opposed □ Update all calendars immediately □ Document client notification ☐ File stipulation with court if required TEMPLATE EXTENSION CONFIRMATION: "This letter confirms our telephone conversation on [DATE] in which you requested and I agreed to extend the deadline for [WHAT] from [ORIGINAL DATE] to [NEW DATE]. This extension is without prejudice to any party's rights and does not waive any objections. Please confirm your agreement by return email."

Settlement Communication:
DISCUSSING SETTLEMENT WITH OPPOSING COUNSEL:
□ Ensure client has authorized you to discuss
□ Understand client's settlement authority limits
□ Never make offer without authorization
□ Never accept offer without authorization
□ Document all offers made and received
□ Confirm offers/demands in writing
□ Include expiration dates
□ Note any conditions
□ Inform client immediately of offers received
□ Document client response
□ Communicate client response to opposing counsel
☐ If settlement reached, confirm all terms in writing
before informing client "deal is done"
CONFIDENTIALITY:
- Consider whether settlement discussions
protected by Rule 408 or other rules
- Mark communications appropriately
- Don't waive privilege inadvertently

## **Difficult Opposing Counsel:**

## IF OPPOSING COUNSEL IS UNREASONABLE/DIFFICULT: □ Remain professional always $\hfill\Box$ Don't reciprocate bad behavior □ Document all interactions thoroughly □ Confirm conversations in writing □ Copy supervising attorney □ Involve court if necessary ☐ Consider whether conduct warrants complaint □ Never threaten to report unless serious misconduct □ Protect client interests despite difficulties □ Don't let personality conflicts affect representation HARASSMENT/MISCONDUCT: - Document specifically - Report to supervising attorney - Report to court if appropriate - Report to bar if warranted - Protect yourself and client

## 6. Document Management & Security

## **6.1 File Organization Standards**

**Physical Files:** 

STANDARDIZED FILE ORGANIZATION:
Section 1: Administrative
□ Engagement letter
□ Conflicts check documentation
□ Fee agreements
□ Correspondence index
□ Client contact information
□ Billing records
Section 2: Pleadings (Litigation)
□ Complaint
□ Answer
□ Motions (chronological)
□ Court orders (chronological)
□ Correspondence with court
Section 3: Discovery (Litigation)
□ Interrogatories
□ Requests for production
□ Depositions
□ Expert reports
□ Discovery correspondence
Section 4. Descende & Strategy
Section 4: Research & Strategy
□ Legal research memoranda □ Strategy memoranda
□ Strategy memoranda □ Case law
□ Applicable statutes/regulations
1. Ipplicable statutes regulations
Section 5: Correspondence
□ Client correspondence (chronological)
□ Opposing counsel correspondence (chronological)
□ Third party correspondence
Section 6: Transactional Documents (Transactions)
□ Term sheets/LOIs
□ Due diligence materials
□ Draft agreements (version controlled)
□ Final executed agreements
□ Closing documents
Section 7: Notes & Miscellaneous
□ Attorney notes
□ Meeting notes
□ Phone logs
□ To-do lists
□ Miscellaneous
REQUIREMENTS:
Labeled dividers between sections
Documents within sections in chronological order
□ Index for files over 100 pages

- $\ \ \Box \ Client \ confidential \ stamp$
- $\hfill \square$  Matter number on every document
- $\hfill\Box$  Digital backup of all paper documents

## **Electronic Files:**

STANDARDIZED FOLDER STRUCTURE:
[Client Name]-[Matter #]/
├── 02-Pleadings/
├── 04-Research/
├── 05-Correspondence/
Under the control of
NAMING CONVENTIONS: YYYY-MM-DD_Document-Description_v#.ext
Examples: 2025-01-15_Complaint_v1.docx 2025-01-20_Complaint_v2_FINAL.docx 2025-01-22_Complaint_FILED.pdf 2025-02-10_Discovery-Request_Client-To-Us.pdf 2025-02-15_Memo_Statute-of-Limitations.docx

RULES:
□ Dates at beginning for chronological sorting
□ Descriptive names
□ Version numbers
□ Mark FINAL versions
□ Mark FILED versions
☐ Indicate direction of correspondence (To/From)
□ No spaces (use hyphens or underscores)
☐ Keep names under 50 characters

## **Version Control:**

VERSION CONTROL PROTOCOL:
□ Save new version for significant changes
□ Increment version number (v1, v2, v3)
□ Do not delete prior versions until final
□ Mark final version clearly: "_FINAL"
□ Lock final version (read-only)
□ If changes to final needed, create "_FINAL_v2"
□ Save versions with comments showing changes
□ Track redlines between major versions
□ Preserve clean and redlined copies
□ Document decision-makers approving final
IMPORTANT DOCUMENTS:
For critical documents (contracts, pleadings, etc.):
□ Maintain drafts folder
□ Save each significant revision
□ Document who made changes
□ Track comments and suggestions
□ Preserve decision-making record
□ May be needed to defend against malpractice claim

## **6.2 Document Security & Confidentiality**

## **Access Controls:**

DOCUMENT ACCESS RULES:
□ Need-to-know basis only
□ Matter team has access to matter files
□ Administrative staff has limited access
□ Outside vendors require confidentiality agreements
□ Temporary staff requires security screening
□ Document sharing requires approval
□ Remote access requires VPN
□ Mobile devices require encryption
□ Terminated employee access revoked immediately
ACCESS LEVELS:
- Level 1 (Full): Attorneys on matter team
- Level 2 (Substantive): Paralegals on matter team
- Level 3 (Administrative): Legal assistants (limited)
- Level 4 (Billing): Accounting (billing documents only)
- Level 5 (IT): As needed for technical support (supervised)
HIGHLY SENSITIVE MATTERS:
□ Restrict access further
□ Use separate secure folders
□ Encrypt documents
□ Limit printing
□ Watermark documents
□ Track document opens/downloads
□ Disable forwarding/copying
□ Require separate password

## **Confidentiality Markings:**

#### ALL CLIENT DOCUMENTS MUST BE MARKED:

Header/Footer:

"CONFIDENTIAL & PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

[Client Name] - Matter #[Number]

© Rivalis Law [Year]"

For Privileged Documents Add:

"ATTORNEY WORK PRODUCT - PREPARED IN ANTICIPATION OF LITIGATION"

For Settlement Communications Add:

"CONFIDENTIAL SETTLEMENT COMMUNICATION - FED. R. EVID. 408"

For Expert Materials Add:

"CONFIDENTIAL EXPERT WORK PRODUCT"

#### EMAIL FOOTERS:

All client-related emails must include:

"CONFIDENTIAL: This email and any attachments may contain confidential and privileged information protected by the attorney-client privilege. If you are not the intended recipient, please notify the sender immediately and delete this email. Any unauthorized disclosure, copying, or distribution is prohibited."

#### **Document Destruction:**

## DOCUMENT DESTRUCTION POLICY: **NEVER DESTROY:** □ During active representation ☐ If litigation reasonably anticipated ☐ If government investigation possible $\hfill\Box$ If under legal hold ☐ Within retention period (7 years minimum) ☐ If historical/precedential value APPROVED DESTRUCTION: □ Only after retention period expired □ Only after client permission obtained □ Only after supervising attorney approval □ Document destruction in log □ Use secure destruction method: - Shred paper documents (cross-cut) - Wipe electronic files (DOD standard) - Destroy backup media properly □ Retain destruction log permanently **DESTRUCTION LOG ENTRIES:** - Date of destruction - Matter name/number - Date matter closed - Retention period expired date - Approving attorney - Method of destruction - List of general categories destroyed - Reason for destruction

## **6.3 Email & Communication Security**

## **Email Security Protocols:**

### SENSITIVE INFORMATION BY EMAIL:

- $\square$  Use encrypted email for:
- Social Security numbers
- Financial account information
- Medical information
- Trade secrets
- Highly confidential business information
- Settlement negotiations (consider)
- □ Never send via regular email:
- Passwords
- Credit card numbers (full)
- Authentication codes
- Unencrypted confidential documents
- □ Use secure file sharing for:
- Large document sets
- Highly sensitive documents
- Documents requiring access controls

### **ENCRYPTION OPTIONS:**

- Firm-provided encrypted email system
- Third-party secure file sharing (approved vendors)
- Password-protected zip files (separate password delivery)
- Client-provided secure portal

#### **Email Retention:**

EMAIL RETENTION RULES:
PRESERVE:
☐ All substantive client communications
□ All communications with opposing counsel
□ All communications with courts
□ All settlement communications
□ All communications regarding strategy/decisions
□ Any communication that might be needed later
DELETE (after reviewing):
□ Spam
□ Purely administrative emails
□ Duplicate copies
□ Marketing emails
□ Personal emails (if on work account)
ORGANIZATION:
□ Create matter-specific folders
□ Move emails to appropriate folders
□ Don't rely solely on search
□ Print/PDF important emails to matter file
□ Backup email regularly
□ Export emails when matter closes
RETENTION PERIOD:
□ Same as matter files (7 years minimum)
□ Consider permanent retention for significant matters

## Metadata Management:

## METADATA AWARENESS: DOCUMENTS SENT TO: - Opposing Counsel: Remove metadata - Third Parties: Remove metadata - Court (unless required): Remove metadata - Client: Generally okay to include **REMOVAL METHODS:** □ Use "Remove Metadata" feature in Word ☐ Save as PDF (flattened) $\square$ Print to PDF $\hfill \Box$ Use metadata removal tools □ Review properties before sending □ Check for: - Tracked changes - Comments - Author information - Edit history - Hidden text RECEIVING DOCUMENTS: □ Check opposing counsel documents for metadata $\hfill\Box$ Ethical obligations - check jurisdiction rules □ Some jurisdictions prohibit reviewing metadata □ Some jurisdictions allow □ Document any inadvertent disclosures found □ Consider notifying opposing counsel (check rules)

#### **Inadvertent Disclosure Protocol:**

## 7.1 Fee Agreements & Collection

## Fee Agreement Requirements:

EVERY FEE AGREEMENT MUST ADDRESS:
□ Scope of services
☐ Fee structure (hourly/flat/contingent/alternative)
□ Billing rates (if hourly)
□ Retainer requirements
□ Payment terms
□ Late payment consequences
□ Cost/expense responsibility
□ Billing frequency
□ Fee dispute resolution
□ Termination impact on fees
REVIEW REQUIREMENTS:
□ Client receives copy
□ Client acknowledges receipt and understanding
□ Attorney explains fee structure
□ Questions answered
□ Executed before work begins
□ Kept in administrative section of file

## **Retainer Best Practices:**

## **INITIAL RETAINERS:** SIZE RECOMMENDATIONS: - Litigation matters: \$15,000 - \$50,000+ - Transactional matters: \$10,000 - \$25,000 - Immigration matters: \$5,000 - \$15,000 - Ongoing counsel: \$5,000 - \$10,000 - High-risk matters: 3-6 months estimated fees FACTORS INCREASING RETAINER: - New client (no payment history) - High-risk matter - Complex matter - Multiple parties - Anticipated high costs - Client financial concerns - Litigation matter - Long duration expected RETAINER REPLENISHMENT: □ Specify trigger point (e.g., falls below \$10,000) □ Specify replenishment amount ☐ Specify deadline to replenish (e.g., 10 days) □ Specify consequences of non-replenishment ☐ Monitor retainer balance monthly ☐ Provide advance notice before trigger reached ☐ Have plan if client cannot replenish TRUST ACCOUNT COMPLIANCE: □ Deposit to trust account only □ Never commingled with firm funds □ Transfer to operating account only upon earning ☐ Monthly reconciliation required □ Annual audit □ Immediate reporting of any discrepancies □ Documentation of all transfers

### **Billing Practices:**

BILLING FREQUENCY:
Monthly Billing (Recommended):
□ Invoice prepared by 5th of month
□ Sent by 10th of month
□ Due within 15 days of invoice date
□ Follow up on 30-day past due
□ Firm action on 60-day past due
Progress Billing (Alternative):
Bill after major milestones
Specify milestones in engagement letter
□ Not recommended for litigation
BILLING DETAIL:
Required Information:
□ Date of service
□ Attorney/staff performing service
☐ Time spent (if hourly)
□ Description of service □ Task/activity code
□ Running total
□ Costs separately itemized
a Costs separately termized
DESCRIPTION GUIDELINES:
✓ Specific enough to justify time
✓ Protect work product/privilege
✓ Value-focused when possible
EXAMPLES:
Good: "Research motion to dismiss standards for [specific issue];
draft legal memorandum analyzing likelihood of success (3.5 hrs)"
Adequate: "Research motion to dismiss; draft memorandum (3.5 hrs)"
Poor: "Legal research (3.5 hrs)"
Too Detailed (May Waive Privilege):
"Research showing our case is weak on [issue]; draft memo
advising client to settle"
BILLING REDUCTIONS:
□ Block billing multiple activities into single entry (if excessive)
□ Administrative tasks
□ Clerical tasks
□ Travel time (consider reducing by 50%)
□ Training/learning time
□ Excessive time due to inefficiency
□ Duplicate efforts
□ Non-value-added work

## **Collection Procedures:**

COLLECTION PROTOCOL:
Day 1: Invoice sent to client
Day 15: Invoice due date
Day 20: Friendly reminder (if not paid)  "Just a reminder that invoice #[NUMBER] was due on [DATE].  Please let me know if you have any questions."
Day 30: Past due notice Suspend non-urgent work pending payment discussion
Day 45: Collection letter from responsible attorney  "We have not received payment for invoice(s) [NUMBERS]  totaling \$[AMOUNT], now [X] days past due. Please contact  us immediately to discuss payment. We may need to suspend  work or withdraw from representation if this remains unpaid."
Day 60: Final demand before withdrawal  May include:  Interest charges (if authorized in agreement)  Collection cost warnings  Withdrawal notice if matter not time-sensitive  Lien notice if applicable
Day 75: Withdrawal process if appropriate OR Collection agency/lawsuit (after matter concluded)
SPECIAL CONSIDERATIONS:
Litigation Matters:  May not be able to withdraw without court permission  Cannot prejudice client (time before trial, etc.)  Must file motion to withdraw  Must protect client's interests pending withdrawal
Ongoing Non-Payment:  □ Do not continue working without payment  □ Unpaid bills accumulate quickly  □ May be unable to recover later  □ Risk client claiming work was substandard to avoid payment
Communication:  Address promptly and professionally  Understand if client has temporary hardship  Offer payment plans if appropriate  Document all payment conversations  Get payment plan in writing  If payment plan offered, reduce to writing with consequences

## **Client Liens:**

ATTORNEY LIEN PROVISIONS:
TYPES OF LIENS:
Retaining Lien:
Right to retain client documents until fees paid
☐ Generally not enforceable for documents client needs  for case
□ Check jurisdiction rules carefully
□ Primarily leverage for payment
□ Questionable enforceability
Charging Lien:
☐ Lien on judgment or settlement proceeds
□ Must be properly asserted
□ May require notice to court/opposing party
□ Check jurisdiction requirements
□ File early if litigation matter
□ Usually enforceable
ENGAGEMENT LETTER LANGUAGE:
"Client grants Attorney a lien on any recovery in this matter
to secure payment of fees and costs. Attorney may assert this
lien and take necessary action to perfect and enforce it, including
providing notice to opposing parties and/or the court, and withholding
Client's share of any recovery until fees and costs are paid."
POST-SETTLEMENT:
□ If funds coming to firm, hold pending fee payment
□ Provide accounting to client
□ Do not distribute funds until fees resolved
□ If fee dispute, hold disputed amount pending resolution
□ Consider interpleader if multiple claims to funds

## **7.2 Malpractice Insurance Compliance**

## **Insurance Requirements:**

FIRM INSURANCE COVERAGE:
Required Coverage:
□ Professional liability (malpractice) insurance
□ Cyber liability insurance
□ General liability insurance
□ Employment practices liability
□ Directors & officers liability (if applicable)
Minimum Limits:
□ Professional liability: \$5,000,000 per claim
□ Cyber liability: \$2,000,000 per claim
□ General liability: \$2,000,000 per occurrence
□ Employment practices: \$2,000,000 per claim
Coverage Features:
□ Prior acts/tail coverage
□ Defense costs outside limits
□ Disciplinary proceedings coverage
☐ Consent to settle provision (review carefully)
□ Extended reporting period
Annual Review:
□ Verify coverage adequate for practice
□ Review exclusions
□ Confirm coverage for all practice areas
□ Verify coverage for all attorneys
□ Update for new practice areas/attorneys

## **Claims Reporting:**

WHEN TO REPORT TO MALPRACTICE CARRIER:
MUST REPORT:
□ Demand letter alleging malpractice
□ Lawsuit alleging malpractice
□ Bar complaint alleging malpractice-level conduct
☐ Missed statute of limitations
□ Missed court deadline causing prejudice
□ Discovery of serious error
□ Client alleging serious error
□ Potential claim identified in ethics hotline call
SHOULD CONSIDER REPORTING:
□ Significant error even if not prejudicial
□ Near-miss on major deadline
☐ Client relationship seriously deteriorating
☐ Fee dispute where client alleging poor quality
☐ Matter significantly more complicated than anticipated
□ Opposing party suggesting malpractice
☐ Withdrawal from representation under difficult circumstances
REPORTING PROCESS:
Step 1: Notify Risk Management Committee immediately
Step 2: Complete incident report (see below)
Step 3: Gather relevant documentation
Step 4: Committee reviews and determines whether to report
Step 5: If reporting, contact carrier via phone immediately
Step 6: Follow up with written notice within timeframe specified
in policy (usually 30 days)
Step 7: Cooperate fully with carrier investigation
Step 8: Do not admit liability
Step 9: Do not discuss with client without carrier approval
Step 10: Maintain confidentiality
REPORTING DEADLINE:
☐ Check policy requirements (usually 30-60 days)
□ Report as soon as reasonably possible
□ Late reporting can jeopardize coverage
□ When in doubt, report
WHAT TO INCLUDE IN REPORT:
□ Detailed description of facts
□ Timeline of events
□ Copies of relevant documents
□ Amount of potential claim
□ Status of client relationship
□ Any communications with client about issue
□ Potential defenses
□ Recommendations for next steps

CONFIDENTIAL MALPRACTICE INCIDENT REPORT
[Prepared at Direction of Legal Counsel - Privileged]
Date of Report:
Reporting Attorney:
Matter Name/Number:
Client Name:
INCIDENT SUMMARY:
[Provide detailed description of what happened]
DISCOVERY:
How was issue discovered:
Date discovered:
Who discovered:
TIMELINE:
[Chronological sequence of relevant events]
POTENTIAL HARM/DAMAGES:
[Describe potential harm to client and estimated amount]
[Describe potential narm to enem and estimated amount]
CLIENT COMMUNICATION:
Has client been informed: Y / N
If yes, when and how:
Client's response:
CURRENT STATUS:
Current status of matter:
Immediate actions taken:
Potential remedies available:
CONTRIBUTING FACTORS:
[What led to this incident]
ROOT CAUSES:
[Underlying system or process failures]
LESSONS LEARNED:
[What can be done differently]
[What can be done differently]
RECOMMENDATIONS:
[Next steps, system improvements]
ATTACHMENTS:
□ Relevant documents
□ Timeline
□ Related correspondence
□ Research on issue
REVIEW AND APPROVAL:
Risk Management Committee Chair: Date:
Managing Partner: Date:

Outside Counsel (if consulted): Date:	
INSURANCE REPORTING:	
Reported to carrier: Y / N	
Date reported:	
Carrier claim number:	
Carrier contact:	

## 8. Professional Liability Mitigation

## 8.1 Common Malpractice Scenarios & Prevention

The "Big Six" Malpractice Risks:

### 1. MISSED DEADLINES

### **Prevention Strategies:**

- ✓ Three-tier calendar system (attorney/supervisor/firm)
- ✓ Multiple reminders (30/14/7/2 days before)
- ✓ Partner review of all hard deadlines
- ✓ Weekly deadline meetings
- ✓ Immediate calendar entry upon learning of deadline
- ✓ Written confirmation of all deadline extensions
- ✓ Buffer time built into schedules
- ✓ Backup attorney system
- ✓ Deadline management software
- ✓ Annual calendar audit

#### **RED FLAGS:**

- ► Deadline discovered late
- Compressed timeline
- ► Multiple simultaneous deadlines
- ► Vacation/leave scheduled near deadline
- ► Staffing changes during critical period
- ► Unclear deadline (research immediately)

#### 2. CONFLICTS OF INTEREST

## **Prevention Strategies:**

- ✓ Comprehensive three-tier conflicts check
- ✓ Search all parties and related entities
- ✓ Ongoing conflict monitoring
- ✓ Immediate database updates
- ✓ Lateral attorney integration protocol
- ✓ Annual conflicts system audit
- ✓ Attorney personal conflict disclosures
- ✓ Conflicts Committee for difficult cases
- ✓ Detailed conflicts documentation
- ✓ Waiver letters when appropriate

#### **RED FLAGS:**

- Familiar party name
- Uncertain about prior representation
- Related parties to current clients
- Adverse to someone you know
- Positional conflict with current case
- Representing co-parties with divergent interests

#### 3. LACK OF COMMUNICATION

#### **Prevention Strategies:**

- ✓ Response time standards (Emergency: 4hrs, Urgent: 24hrs, Routine: 48hrs)
- ✓ Monthly status updates minimum
- ✓ Immediate notification of significant developments
- ✓ Bad news delivered promptly and honestly
- ✓ Document important conversations in writing
- ✓ Return all client calls/emails promptly
- ✓ Set clear expectations about communication
- ✓ Provide direct contact information
- ✓ Emergency contact procedures
- ✓ Client communication log

#### RED FLAGS:

- Client complaining about lack of updates
- ► Multiple unreturned calls/emails
- Avoiding difficult conversation
- Client hearing about developments elsewhere
- Unclear who client contact person is

### 4. INADEQUATE INVESTIGATION/RESEARCH

### **Prevention Strategies:**

- ✓ Thorough initial case investigation
- ✓ Written case analysis memoranda
- ✓ Legal research before major decisions
- ✓ Research verification (Shepardize/KeyCite)
- ✓ Multiple source verification for critical facts
- ✓ Expert consultation when needed
- ✓ Peer review of research
- ✓ Document all investigation steps
- ✓ Preserve research trail
- ✓ Update research periodically

#### **RED FLAGS:**

- Unfamiliar area of law
- Complex or novel issues
- Conflicting authorities
- Relying on old cases without updating
- Client facts not fully investigated
- Assuming facts without verification

#### 5. SCOPE CREEP / EXCEEDING AUTHORITY

#### **Prevention Strategies:**

- ✓ Clearly defined engagement scope in writing
- ✓ Explicit limitations stated
- ✓ Client authorization for major decisions
- ✓ Document all client instructions
- ✓ Written authorization for settlements
- ✓ Don't assume authority
- ✓ Clarify decision-making authority at outset
- ✓ Confirm scope if matter changes
- ✓ New engagement letter if scope expands significantly
- ✓ Say "no" when appropriate

#### RED FLAGS:

- ► Vague engagement scope
- ► Matter evolving beyond original scope
- Handling related matters without new agreement
- ► Making strategic decisions without client input
- Settling without express authority
- Client asking for services outside agreement

### 6. INADEQUATE SUPERVISION

#### **Prevention Strategies:**

- ✓ Clear supervisory structure
- ✓ 30-day new matter review
- ✓ Quarterly comprehensive reviews
- ✓ Pre-filing review by senior attorney
- ✓ Partner approval for major decisions
- ✓ Junior attorney work closely supervised
- ✓ Regular team meetings
- ✓ Open door policy for questions
- ✓ Document supervisory reviews
- ✓ Training for supervisors

#### **RED FLAGS:**

- ► Junior attorney handling matter alone
- Complex matter without senior involvement
- No supervisory reviews conducted
- Supervisor uninvolved in major decisions
- Delegation without oversight
- Junior attorney uncomfortable asking questions

### 8.2 High-Risk Practice Areas

### **Special Protocols for High-Risk Matters:**

#### LITIGATION

#### ADDITIONAL SAFEGUARDS:

- ☐ Pre-filing checklist mandatory (SOL, jurisdiction, venue, claims)
- □ Partner approval before filing complaint or answer
- □ Discovery plan developed early
- □ Privilege log maintained meticulously
- □ Expert deadline tracking
- ☐ Trial preparation timeline
- □ Settlement authority documented
- □ Appeal deadlines calendared automatically
- □ Post-trial motions tracked
- $\ \ \Box \ Judgment \ enforcement \ plan$

### HIGH-RISK MOMENTS:

- Filing complaint (SOL verification)
- Discovery responses (completeness, privilege)
- Depositions (preparation, objections)
- Dispositive motions (research, briefing quality)
- Settlement negotiations (authority, terms)
- Trial (preparation, presentation)
- Appeals (deadline calculation, preservation of issues)

### REAL ESTATE TRANSACTIONS

## ADDITIONAL SAFEGUARDS: □ Title examination by qualified attorney □ Survey review □ Zoning compliance verification □ Lien search □ Environmental due diligence □ Escrow instructions clear $\square$ Closing checklist $\hfill \square$ Recording deadlines tracked □ Post-closing follow-up ☐ Trust account reconciliation **HIGH-RISK MOMENTS:** - Title examination (missing liens/encumbrances) - Purchase agreement (contingencies, deadlines) - Escrow management (trust account compliance) - Closing (recording, disbursement) - Post-closing (deed recording, final title policy)

#### **ESTATE PLANNING**

ADDITIONAL SAFEGUARDS:
□ Capacity assessment documented
□ Undue influence screening
□ Will execution formalities
□ Witness independence verified
□ Tax consequences analyzed
□ Beneficiary conflicts identified
□ Asset inventory complete
□ Fiduciary duties explained
□ Review and update schedule
□ Original documents safeguarded
HIGH-RISK MOMENTS:
- Will/trust execution (formalities, capacity)
- Beneficiary designations (conflicts, challenges)
- Trust funding (asset transfer)
- Estate administration (fiduciary duties)
- Tax returns (deadlines, accuracy)

## **MERGERS & ACQUISITIONS**

## ADDITIONAL SAFEGUARDS: □ Comprehensive due diligence checklist $\hfill\Box$ Deal timeline with all deadlines □ Regulatory approval tracking ☐ Material adverse change monitoring $\hfill\Box$ Closing conditions verification □ Escrow arrangement review □ Post-closing obligations tracking □ Integration support scope defined □ Document retention protocol $\hfill\Box$ Cross-border compliance if applicable HIGH-RISK MOMENTS: - LOI/term sheet (binding vs. non-binding) - Due diligence (thoroughness, time pressure) - Purchase agreement (reps, warranties, indemnification) - Regulatory approvals (HSR, CFIUS, industry-specific) - Closing (conditions satisfaction, escrow) - Post-closing (earnouts, disputes, integration)

#### **IMMIGRATION**

ADDITIONAL SAFEGUARDS:
□ Eligibility analysis documented
□ Deadline tracking (RFEs, visa expiration, I-94)
□ Admissibility screening thorough
□ Document authentication verified
□ Translation quality controlled
□ USCIS policy changes monitored
□ Client availability confirmed
□ Emergency contact procedures
□ Government processing times tracked
□ Premium processing decisions documented
HIGH-RISK MOMENTS:
- Eligibility determination (missed issues, qualifications)
- RFE responses (deadline, comprehensiveness)
- Interviews (preparation, representation)
- Denials (appeal deadlines, options)
- Status changes (timing, gaps in status)
- Deportation proceedings (immediate response required)

## 8.3 Withdrawal from Representation

#### **Grounds for Withdrawal:**

#### **MANDATORY WITHDRAWAL:**

Must withdraw if:
□ Representation will result in violation of law or rules
☐ Lawyer's physical or mental condition materially impairs ability
□ Lawyer discharged by client
□ [Jurisdiction-specific mandatory grounds]
MUST OBTAIN COURT PERMISSION if:
□ Litigation matter
□ Court has entered appearance
□ Withdrawal would prejudice client

## PERMISSIVE WITHDRAWAL:

May withdraw if:
□ Withdrawal can be accomplished without material adverse effect
□ Client persists in criminal/fraudulent conduct
□ Client using services for crime/fraud
□ Client's objective is repugnant or imprudent
□ Client fails to fulfill obligations (e.g., pay fees)
□ Client insists on unreasonable conduct
□ Unreasonable financial burden on lawyer
□ Other good cause
AND (if litigation):
□ Court grants permission

## Withdrawal Procedures:

STEP 1: ASSESS GROUNDS
□ Review ethics rules
□ Confirm valid grounds exist
□ Consider client prejudice
□ Review engagement letter terms
□ Consult with supervising attorney
□ Document reasons thoroughly
STEP 2: CLIENT COMMUNICATION
□ Provide written notice to client
□ Explain reasons (within ethics rules)
□ Provide adequate time for client to find new counsel
□ Warn of deadlines and time-sensitive issues
□ Offer to cooperate in transition
□ Do not abandon client
STEP 3: COURT PROCEDURES (if litigation)
□ File motion to withdraw
□ Serve client with motion
□ Provide notice to opposing counsel
□ Appear at hearing if required
□ Obtain court order granting withdrawal
□ Serve withdrawal order
□ Comply with court's conditions
OTTED A FILE TO ANGLED
STEP 4: FILE TRANSFER
□ Provide client with complete file copy
Retain original file for firm records
Provide index of file contents
Return original documents to client  Finals in file protection position.
□ Explain file retention period □ Provide instructions for obtaining file later
Trovide instructions for obtaining the fater
STEP 5: TRUST ACCOUNT
□ Provide final accounting
Return unearned retainer
□ Resolve fee disputes
□ Address costs advanced
□ Document disbursements
□ Obtain client acknowledgment
STEP 6: DOCUMENTATION
□ Complete withdrawal checklist
□ Document all communications
□ Close matter properly in system
□ Update conflicts database
☐ Update conflicts database ☐ Retain complete withdrawal file

## $\label{lem:withdrawal} \textbf{Withdrawal Letter Template:}$

[DATE]

## [CLIENT NAME]

[ADDRESS]

Via [Email and Certified Mail, Return Receipt Requested]

Re: Withdrawal from Representation

Matter: [DESCRIPTION]

#### Dear [CLIENT]:

This letter confirms that Rivalis Law is withdrawing from representation in the above-referenced matter, effective [DATE].

#### [SELECT APPROPRIATE REASON]:

- At your request
- Due to non-payment of fees
- Due to conflict of interest that has arisen
- [Other permissible reason be general, not specific]

#### ♣ CRITICAL DEADLINES:

You have the following approaching deadlines that require immediate attention:

- [LIST ALL DEADLINES WITH DATES]
- [HIGHLIGHT ANY IMMINENT DEADLINES]

You should retain new counsel immediately to protect your interests.

#### TRANSITION ASSISTANCE:

We have prepared your complete file for transfer to your new attorney. The file includes [GENERAL DESCRIPTION]. You may pick up the file at our office or we can send it to your new attorney upon written authorization.

We will cooperate with your new counsel to ensure a smooth transition.

#### [IF LITIGATION AND COURT PERMISSION REQUIRED:]

Please note that in litigation matters, our withdrawal is not effective until approved by the court. We have filed [or will file] a motion to withdraw and will continue to represent you until the court grants permission for our withdrawal. You should still retain new counsel immediately.

#### FINAL BILLING:

[Include final billing information, return of retainer details, etc.]

#### FUTURE CONTACT:

After [DATE], you should not contact us regarding this matter. We will not be monitoring developments or deadlines. All future responsibility for this matter rests with you and your new attorney.

We wish you the best in resolving this matter.

Sincerely,		
[ATTORNEY NAME] Rivalis Law		

# 9. Cybersecurity & Data Protection

## **9.1 Information Security Framework**

## **Cybersecurity Duties:**

ETHICAL OBLIGATIONS:
Attorneys must:
☐ Make reasonable efforts to prevent unauthorized access to
client information
☐ Monitor developments in information security
☐ Implement appropriate security measures
☐ Train staff on security protocols
□ Have incident response plan
□ Notify clients of breaches when required
Factors in determining "reasonable":
- Sensitivity of information
- Likelihood of disclosure
- Cost of additional safeguards
- Difficulty of implementing safeguards
- Extent to which safeguards adversely affect service quality

## **Security Layers:**

## PHYSICAL SECURITY

□ Controlled office access (key cards, keys, codes)
□ Visitor sign-in and escort
□ Secure document storage
□ Locked file cabinets for sensitive files
□ Clean desk policy
□ Secure destruction (shredders)
□ After-hours security
□ Camera surveillance
□ Alarm system
□ Secure backup storage
HOME/REMOTE WORK:
□ Secure workspace away from family/visitors
□ Locked storage for documents
□ Shredder for home office
□ Secure Wi-Fi network
□ Physical device security
□ Privacy screens on monitors

## **NETWORK SECURITY**

□ Firewall protection
□ Intrusion detection/prevention
□ Virtual Private Network (VPN) for remote access
□ Secure Wi-Fi (WPA3 encryption, strong password)
□ Network segmentation
☐ Guest network separate from business network
□ Regular security updates/patches
□ Network monitoring
□ Disable unused services/ports
□ Regular security audits
PROHIBITED:
X Public Wi-Fi for accessing client data
X Unencrypted Wi-Fi
X Personal devices on business network (without approval)
X Sharing passwords
X Disabled security features

### **DEVICE SECURITY**

LAPTOPS/DESKTOPS:
□ Full disk encryption (BitLocker, FileVault)
□ Strong password or biometric login
□ Automatic screen lock (5 minutes idle)
□ Antivirus/anti-malware (current)
□ Automatic updates enabled
□ Personal firewall
□ Software from authorized sources only
□ No unauthorized software installation
□ Remote wipe capability
□ Asset tracking
MOBILE DEVICES:
□ Strong passcode/biometric
□ Device encryption enabled
□ Mobile device management (MDM) enrolled
□ Remote wipe enabled
□ Automatic lock (2 minutes)
□ Security updates current
□ App restrictions
□ Lost/stolen reporting immediately
□ No jail-breaking/rooting
PORTABLE MEDIA:
□ Encrypted USB drives only
□ No personal USB drives
□ Inventory controlled
□ Virus scan before use
□ Secure destruction when no longer needed

### **ACCESS CONTROLS**

USER ACCOUNTS:
□ Unique username for each user
□ Strong password requirements:
- Minimum 12 characters
- Upper and lowercase
- Numbers and symbols
- No dictionary words
- No personal information
- No password reuse
- Change every 90 days (or use MFA instead)
□ Multi-factor authentication (MFA) required
□ Least privilege principle (minimum access needed)
☐ Immediate access revocation upon termination
□ Regular access review (quarterly)
□ Privileged account monitoring
□ Separate admin accounts
AUTHENTICATION:
□ MFA for all remote access
□ MFA for email access
□ MFA for cloud services
□ MFA for admin accounts
□ MFA for sensitive data access
□ Biometric authentication where available
☐ Single sign-on (SSO) where appropriate

### **DATA PROTECTION**

DATA AT REST:
□ Laptop/desktop encryption
□ Server encryption
□ Database encryption
□ Cloud storage encryption
□ Backup encryption
□ Encryption key management
□ Portable device encryption
DATA IN TRANSIT:
□ TLS/SSL for all web traffic
□ Secure email (encryption option)
□ VPN for remote access
□ Encrypted file transfer (SFTP, etc.)
□ No unencrypted transmission of sensitive data
DATA CLASSIFICATION:
Level 1 - Public: No restrictions
Level 2 - Internal: Firm confidential
Level 3 - Confidential: Client data
Level 4 - Highly Confidential: Privileged, PII, financial
Protection requirements increase with classification level.

## 9.2 Email & Communication Security

## **Email Security Protocols:**

# GENERAL EMAIL SECURITY: □ Spam filtering enabled □ Phishing protection enabled □ Malware scanning □ Attachment scanning □ Link protection □ Spoofing detection □ DMARC/SPF/DKIM configured □ Email retention policy ☐ Auto-forwarding restrictions □ External sender warnings SENDING SECURE EMAIL: When to use encrypted email: - Social Security numbers - Financial account information - Medical information - Trade secrets - Attorney-client privileged information - Work product - Confidential client information - Settlement negotiations (consider) Encryption methods: ☐ Firm-provided encrypted email system ☐ Third-party secure portal $\hfill \ensuremath{\square}$ Password-protected attachments □ Secure file sharing link EMAIL DISCLAIMERS: Add to all business emails: "CONFIDENTIAL: This email and any attachments contain information that may be confidential and privileged. If you are not the intended recipient, please notify the sender immediately and delete this email. Unauthorized use, disclosure, or distribution is prohibited." For privileged communications: "ATTORNEY-CLIENT PRIVILEGED AND CONFIDENTIAL: This communication contains privileged and confidential information intended only for [RECIPIENT]. If you have received this in error, notify us immediately and delete without reading, copying, or forwarding."

#### **Phishing Prevention:**

#### RED FLAGS - Do Not Click/Respond:

- Urgent action required
- ► Verify account information
- Password reset (unsolicited)
- Unexpected invoice/payment
- ► Prize/lottery winnings
- Strange sender address
- ► Generic greeting ("Dear User")
- ► Poor grammar/spelling
- Suspicious links
- Unexpected attachments
- ► Requests for sensitive information
- ► "Too good to be true" offers

#### HOVER TEST:

- Hover over links (don't click)
- Check actual URL
- Verify destination before clicking
- Type URLs manually if suspicious

#### VERIFICATION:

- If claiming to be from known company, call directly
- Use phone number from official website
- Don't use contact info from suspicious email
- Report suspected phishing to IT immediately

#### TRAINING:

- ☐ Annual phishing awareness training
- □ Periodic phishing simulations
- □ Report suspicious emails to IT
- $\hfill\square$  No penalty for reporting false alarms
- □ Praise for catching phishing attempts

### 9.3 Data Breach Response Plan

#### **Breach Response Team:**

Core Team:    Managing Partner (Incident Commander)   Risk Management Officer   IT Director/Manager   Outside Cybersecurity Firm (on retainer)   Outside Privacy Counsel   Insurance Broker/Carrier   Communications/PR Advisor    Extended Team (as needed):   Practice group leaders   HR Director   In-house counsel (if applicable)   Forensics team   Law enforcement liaison   Credit monitoring vendor   Notification vendor    CONTACT INFORMATION:   Maintain current 24/7 contact information for all team members.   Update quarterly.	TEAM COMPOSITION:
Risk Management Officer  IT Director/Manager Outside Cybersecurity Firm (on retainer) Outside Privacy Counsel Insurance Broker/Carrier Communications/PR Advisor  Extended Team (as needed): Practice group leaders HR Director In-house counsel (if applicable) Forensics team Law enforcement liaison Credit monitoring vendor Notification vendor  CONTACT INFORMATION: Maintain current 24/7 contact information for all team members.	Core Team:
□ IT Director/Manager □ Outside Cybersecurity Firm (on retainer) □ Outside Privacy Counsel □ Insurance Broker/Carrier □ Communications/PR Advisor  Extended Team (as needed): □ Practice group leaders □ HR Director □ In-house counsel (if applicable) □ Forensics team □ Law enforcement liaison □ Credit monitoring vendor □ Notification vendor  CONTACT INFORMATION: Maintain current 24/7 contact information for all team members.	□ Managing Partner (Incident Commander)
<ul> <li>□ Outside Cybersecurity Firm (on retainer)</li> <li>□ Outside Privacy Counsel</li> <li>□ Insurance Broker/Carrier</li> <li>□ Communications/PR Advisor</li> </ul> Extended Team (as needed): <ul> <li>□ Practice group leaders</li> <li>□ HR Director</li> <li>□ In-house counsel (if applicable)</li> <li>□ Forensics team</li> <li>□ Law enforcement liaison</li> <li>□ Credit monitoring vendor</li> <li>□ Notification vendor</li> </ul> CONTACT INFORMATION: Maintain current 24/7 contact information for all team members.	□ Risk Management Officer
□ Outside Privacy Counsel □ Insurance Broker/Carrier □ Communications/PR Advisor  Extended Team (as needed): □ Practice group leaders □ HR Director □ In-house counsel (if applicable) □ Forensics team □ Law enforcement liaison □ Credit monitoring vendor □ Notification vendor  CONTACT INFORMATION:  Maintain current 24/7 contact information for all team members.	□ IT Director/Manager
□ Insurance Broker/Carrier □ Communications/PR Advisor  Extended Team (as needed): □ Practice group leaders □ HR Director □ In-house counsel (if applicable) □ Forensics team □ Law enforcement liaison □ Credit monitoring vendor □ Notification vendor  CONTACT INFORMATION:  Maintain current 24/7 contact information for all team members.	□ Outside Cybersecurity Firm (on retainer)
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□ Law enforcement liaison □ Credit monitoring vendor □ Notification vendor  CONTACT INFORMATION:  Maintain current 24/7 contact information for all team members.	□ In-house counsel (if applicable)
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□ Notification vendor  CONTACT INFORMATION:  Maintain current 24/7 contact information for all team members.	□ Law enforcement liaison
CONTACT INFORMATION:  Maintain current 24/7 contact information for all team members.	□ Credit monitoring vendor
Maintain current 24/7 contact information for all team members.	□ Notification vendor
Maintain current 24/7 contact information for all team members.	
Update quarterly.	Maintain current 24/7 contact information for all team members.
	Update quarterly.

## **Incident Response Phases:**

## PHASE 1: DETECTION & ASSESSMENT (Hour 0-4)

IMMEDIATE ACTIONS:
□ Isolate affected systems (don't shut down - preserve evidence)
□ Notify IT Director immediately
□ Activate Breach Response Team
□ Preserve logs and evidence
□ Document everything (who, what, when, how discovered)
□ Initiate investigation
□ Assess scope of breach:
- What systems affected?
- What data potentially compromised?
- How many clients affected?
- When did breach occur?
- Is breach ongoing?
□ Notify cyber insurance carrier
□ Engage forensics firm
□ Legal hold on all related data
DO NOT:
X Announce breach publicly
X Notify clients yet (assess first)
✗ Destroy evidence
X Delay notification to carrier
X Attempt cleanup before forensics

### PHASE 2: CONTAINMENT (Hour 4-24)

## CONTAINMENT ACTIONS: □ Stop the breach: - Change passwords - Disable compromised accounts - Block malicious IPs - Patch vulnerabilities - Remove malware - Isolate compromised systems $\hfill\square$ Prevent lateral movement □ Protect backups □ Enhance monitoring □ Document all actions taken INVESTIGATION: □ Forensics team analyzes: - Attack vector - Attacker identity/attribution - Data exfiltrated - Duration of breach - Other systems potentially affected □ Preserve evidence for law enforcement □ Document findings $\hfill\Box$ Assess whether to involve law enforcement

### PHASE 3: NOTIFICATION (Day 1-7)

NOTIFICATION OBLIGATIONS:
Determine notification requirements:
☐ State breach notification laws (vary by state)
□ Federal requirements (HIPAA, GLBA, etc.)
□ Professional responsibility rules
□ Contractual obligations
☐ Insurance policy requirements
TIMING:
- Most states: "Without unreasonable delay"
- Some states: Specific timeframes (e.g., 30-90 days)
- Balance speed with accuracy
WHO TO NOTIFY:
□ Affected clients
☐ State attorneys general (if required)
□ Regulatory agencies (if required)
□ Consumer reporting agencies (if large breach)
□ Payment card companies (if card data)
□ Insurance carrier
□ Bar association (if required)
NOTIFICATION CONTENT:
Must include:
□ Description of breach
□ Types of information compromised
☐ Date of breach (or estimated date)
□ Date breach discovered
□ Actions taken to protect data
□ Steps individuals can take
□ Contact information for questions
□ Offer of identity protection services (if appropriate)
Sample notification letter:
"[DATE]
[CLIENT NAME]
[ADDRESS]
Re: Data Security Incident Notification
Dear [CLIENT]:
We are writing to inform you of a data security incident that may have affected your personal information.
anceted your personal information.
WHAT HAPPENED:
On [DATE], we discovered [DESCRIPTION OF INCIDENT]. We immediately
launched an investigation with the assistance of cybersecurity experts

and law enforcement.

#### WHAT INFORMATION WAS INVOLVED:

The investigation determined that the following types of information may have been accessed: [LIST].

#### [IF APPLICABLE:]

At this time, we have no evidence that your information has been misused.

#### WHAT WE ARE DOING:

We have taken the following steps: [LIST ACTIONS].

We are also offering [X MONTHS] of complimentary credit monitoring and identity protection services through [VENDOR]. To enroll, [INSTRUCTIONS].

#### WHAT YOU CAN DO:

We recommend you: [SPECIFIC RECOMMENDATIONS such as:

- Monitor accounts
- Review credit reports
- Consider fraud alerts/credit freeze
- Be alert for phishing attempts
- Enroll in offered services]

### FOR MORE INFORMATION:

We have established a dedicated response line at [NUMBER] available [HOURS]. You may also contact [NAME] at [EMAIL].

We sincerely apologize for this incident and any inconvenience. The security of your information is of utmost importance to us.

Sincerely,

[ATTORNEY NAME]"

#### PHASE 4: RECOVERY & REMEDIATION (Week 1-4)

RECOVERY ACTIONS:
□ Restore affected systems from clean backups
□ Rebuild compromised systems
□ Implement additional security controls:
- Enhanced monitoring
- Stronger authentication
- Network segmentation
- Additional encryption
- Security software upgrades
□ Verify systems clean before production
□ Gradually restore operations
□ Maintain enhanced vigilance
REMEDIATION:
□ Address root cause
☐ Fix vulnerabilities exploited
□ Implement security improvements
□ Update security policies
□ Provide additional training
□ Review and update incident response plan
□ Consider security audit
□ Document all changes

PHASE 5: POST-INCIDENT REVIEW (Week 4-8)

LESSONS LEARNED:
Conduct comprehensive review:
□ What happened and why?
□ How was it detected?
□ What worked well in response?
□ What could be improved?
□ Were procedures followed?
□ Were tools adequate?
□ Was communication effective?
□ Were notifications timely?
□ What prevented this from being detected earlier?
□ What could have prevented this entirely?
ACTION PLAN:
□ Document findings
□ Develop improvement plan
□ Assign responsibilities
□ Set deadlines
□ Track implementation
□ Update policies/procedures
□ Provide additional training
□ Schedule follow-up review
REPORT TO:
□ Management
□ Board (if applicable)
☐ Insurance carrier (final report)
□ Regulatory agencies (if required)

## 9.4 Vendor Management

**Third-Party Risk Management:** 

VENDOR CATEGORIES:
High Risk (Direct access to client data):
- Cloud storage providers
- Practice management software
- Email providers
- Document management systems
- e-Discovery vendors
- Litigation support services
- Expert witness services (with access to data)
Medium Risk (Indirect access or limited data):
- IT service providers
- Copy/print services
- Marketing services
- CLE providers
- Court reporting services
Low Risk (No client data access):
- Office supplies
- Facilities services
- Food services
DUE DILIGENCE REQUIREMENTS BY RISK LEVEL:
HIGH RISK VENDORS:
□ Security questionnaire
□ SOC 2 Type II report (or equivalent)
□ Cybersecurity insurance verification
□ Data protection agreement
□ Breach notification requirements
□ Right to audit
□ Compliance certifications
□ References from legal industry clients
□ Annual security review
□ Incident response coordination
MEDIUM RISK VENDORS:
□ Basic security questionnaire
□ Cybersecurity insurance
□ Data protection agreement
□ Breach notification requirements
□ Biennial review
LOW RISK VENDORS:
□ Standard contract terms
□ General liability insurance
VENDOR CONTRACTS MUST INCLUDE:
□ Confidentiality obligations
□ Data protection requirements
□ Security standards to be maintained

☐ Breach notification obligations (24-48 hours)
□ Right to audit
□ Data deletion upon termination
□ Indemnification for security failures
□ Limitation of liability review
□ Sub-processor restrictions/notifications
□ Insurance requirements
□ Compliance with applicable laws
□ Termination for security breach
VENDOR MONITORING:
□ Annual security review
□ Monitor for security incidents
□ Review security reports (SOC 2, etc.)
□ Update contact information
□ Track contract renewals
□ Reassess risk periodically
☐ Test breach notification procedures

# 10. Compliance & Regulatory Risk

## **10.1 Ethics Compliance**

**Professional Responsibility Framework:** 

ETHICS INFRASTRUCTURE:
□ Rules of Professional Conduct (each jurisdiction)
□ Ethics hotline (access to ethics counsel)
☐ Annual ethics training (CLE requirement)
□ Ethics resource library
□ Ethics opinions database
□ Regular ethics updates/alerts
□ Ethics consultation availability
□ Documentation of ethics advice
□ Disciplinary rules awareness
ETHICS CONSULTATION:
Situations requiring ethics consultation:
□ Conflicts of interest questions
□ Scope of representation questions
□ Fee arrangement concerns
□ Withdrawal from representation
□ Confidentiality questions
□ Former client matters
□ Communication with represented persons
□ Dealing with unrepresented persons
□ Safekeeping property
□ Trust account questions
□ Any uncertainty about ethical obligations
Process:
1. Contact ethics counsel immediately
2. Document situation in writing
3. Obtain advice in writing when possible
4. Follow advice received
5. Document advice in matter file
6. Revisit if circumstances change

### **Common Ethics Pitfalls:**

### **CONFIDENTIALITY BREACHES**

## AVOID: X Discussing client matters in public places X Leaving confidential documents visible **X** Emailing unencrypted sensitive information X Posting about clients on social media **X** Gossiping about clients with colleagues X Working on confidential matters in public X Disposing of documents improperly X Using client information for firm marketing without permission SAFEGUARDS: □ Privacy screens on monitors ☐ Secure document disposal □ Encrypted communications for sensitive information □ Private meeting spaces ☐ Pseudonyms when discussing in training/supervision □ Social media policy □ Clean desk policy □ Visitor restrictions in work areas

#### TRUST ACCOUNT VIOLATIONS

STRICT COMPLIANCE REQUIRED:
☐ Client funds in trust account only (never operating account)
□ Never commingled with firm funds
☐ Separate account for each jurisdiction (if required)
□ Detailed records for each client
☐ Monthly reconciliation (three-way):
- Bank statement balance
- Trust account ledger
- Sum of individual client ledger balances
☐ Immediate investigation of any discrepancy
□ Annual audit (CPA or internal)
□ Retain records per jurisdiction requirements (usually 5-7 years)
□ Interest handling per jurisdiction rules (IOLTA)
□ Prompt distribution of client funds
□ Written accounting to client
□ No personal funds except for bank fees
□ No advances from trust account
PROHIBITED:
X Borrowing from client trust funds
X Using trust funds to cover firm expenses
X Disbursing against uncollected funds
X Failing to maintain required balance
X Inadequate recordkeeping
X Delayed reconciliation

# WAIVABLE VS. NON-WAIVABLE: Generally Non-Waivable: - Directly adverse representation (same matter) - Representation prohibited by law - Representation of both parties in litigation - Impaired ability to represent (bias, prejudice) Generally Waivable (with informed consent): - Materially limited representation - Former client matters (substantially related) - Business transactions with clients - Prospective client conflicts - Multiple representation (if not directly adverse) WAIVER REQUIREMENTS: For waivable conflicts: □ Full disclosure of conflict □ Explanation of risks ☐ Description of advantages/disadvantages □ Recommendation to seek independent counsel □ Opportunity to ask questions □ Written informed consent □ Each client must consent □ Continuing assessment of viability ☐ May need to withdraw if conflict becomes unwaivable SAMPLE WAIVER LETTER: "[DATE] [CLIENT NAME] Re: Conflict Waiver - [Matter Description] Dear [CLIENT]: We are writing to disclose a potential conflict of interest and obtain your informed consent to our continued representation. THE CONFLICT: [Detailed description of the conflict, including all relevant facts] RISKS TO YOU: [Explain specific risks this conflict presents]

#### YOUR OPTIONS:

You have three options:

- 1. Consent to our continued representation with this conflict
- 2. Retain independent counsel to represent you in this matter
- 3. Have us withdraw from representation of [other client/matter]

RECOMMENDATION:
[If appropriate, recommend independent review of this waiver]
CONSENT:
If you wish to consent to our continued representation despite this
conflict, please sign below. You may withdraw this consent at any time.
I have read and understand the conflict described above. I have had the
opportunity to ask questions and seek independent advice. I voluntarily
consent to [FIRM]'s continued representation despite this conflict.
Client Signature Date"

# 10.2 Regulatory Compliance

## Firm-Level Compliance:

ONGOING COMPLIANCE MONITORING:
□ Attorney licensing (annual renewal)
□ CLE requirements tracking
□ Malpractice insurance maintenance
□ Trust account compliance
☐ Tax compliance (federal, state, local)
□ Employment law compliance
□ IOLTA compliance
□ Professional association memberships
□ State bar dues
□ Client trust account reporting
□ Record retention compliance
JURISDICTION-SPECIFIC:
Track requirements for each jurisdiction:
□ Pro hac vice applications
□ Multi-jurisdictional practice rules
□ Fee splitting rules
□ Referral fee rules
□ Advertising rules
□ Solicitation rules
□ Website disclaimer requirements
□ Social media rules
□ Cloud storage rules
□ Data storage location rules (international clients)

## **Practice Area Specific Compliance:**

### **IMMIGRATION LAW**

☐ EOIR registration (if applicable)	
☐ BIA accreditation (if applicable)	
□ USCIS Form G-28 on file	
□ Premium processing rules	
□ Public charge provisions	
□ Travel ban compliance	
□ Asylum application deadlines	
□ Naturalization requirements	
☐ Employment verification (Form I-9)	
☐ E-Verify compliance (if applicable)	
□ Employer obligations	
□ Document authentication	
☐ Translation requirements	
SECURITIES/CORPORATE	
☐ Securities registration requirements	
□ Accredited investor verification	
□ Reg D compliance	
□ Reg CF compliance (crowdfunding)	
□ State blue sky laws	
□ Form D filing	
□ Bad actor disclosure	
□ Disclosure requirements	
□ Integration rules	
☐ Beneficial ownership reporting	
□ Hart-Scott-Rodino Act (M&A)	
☐ Corporate governance requirements	
DATA PRIVACY	
☐ GDPR compliance (if EU data subjects)	
□ CCPA/CPRA compliance (California)	
□ Other state privacy laws	
☐ HIPAA (if health information)	
☐ GLBA (if financial information)	
□ FERPA (if education records)	
□ COPPA (if children's data)	
□ Biometric privacy laws	
☐ Breach notification requirements	
□ Data processing agreements	
□ Privacy policy requirements	
□ Cookie consent (if applicable)	

## 10.3 Audit & Compliance Review

## **Internal Audit Schedule:**

CONTINUOUS:
□ Time entry review (daily/weekly)
□ Conflicts check (each new matter)
□ Deadline monitoring (daily)
□ Email security monitoring (continuous)
MONTHLY:
□ Trust account reconciliation
□ Budget vs. actual review
□ Accounts receivable aging
□ WIP review
□ Deadline compliance review
QUARTERLY:
□ Matter file reviews
□ Risk assessment updates
□ Insurance coverage review
□ Vendor compliance review
□ CLE tracking
□ Marketing compliance review
ANNUAL:
□ Trust account audit
□ Conflicts database audit
□ Record retention audit
□ Cybersecurity assessment
□ Insurance policy renewal
□ Compliance training
□ Procedure manual update
□ License renewals
□ Disaster recovery plan test

## **Compliance Certifications:**

ANNUAL ATTORNEY CERTIFICATION:
Each attorney must certify annually:
"I certify that during the past year:
□ I have complied with all applicable Rules of Professional Conduct
□ I have reported any potential ethics violations
□ I have completed required CLE hours
☐ I have disclosed any personal conflicts of interest
☐ I have maintained client confidences
□ I have properly used trust accounts
□ I have complied with all firm policies
□ I have completed required training
☐ I have maintained malpractice insurance
☐ I am not aware of any unreported compliance issues
I understand that any false certification may result in discipline
up to and including termination.
Attorney Signature Date"

# 11. Crisis Management & Incident Response

## 11.1 Crisis Categories & Response

Crisis Types:

#### CATEGORY 1: LEGAL MALPRACTICE

- Missed deadline
- Conflicts of interest
- Inadequate representation
- Breach of fiduciary duty
- Fee disputes escalating
- Client injury from advice

#### CATEGORY 2: ETHICS/DISCIPLINARY

- Bar complaint filed
- Ethics violation alleged
- Trust account irregularity
- Confidentiality breach
- Conflicts violation
- Unauthorized practice

#### **CATEGORY 3: CYBERSECURITY**

- Data breach
- Ransomware attack
- Email compromise
- Unauthorized access
- Lost/stolen device
- Malware infection

#### CATEGORY 4: FINANCIAL

- Embezzlement
- Fraud
- Payment default
- Trust account shortage
- IRS audit
- Bankruptcy consideration

#### **CATEGORY 5: REPUTATIONAL**

- Negative media coverage
- Social media crisis
- Client public complaint
- Adverse court sanctions
- Whistleblower allegations
- Discrimination allegations

#### CATEGORY 6: OPERATIONAL

- Natural disaster
- Office damage (fire, flood)
- Extended power outage
- Key personnel loss
- Technology failure
- Pandemic/health crisis

#### **Crisis Response Framework:**

### **IMMEDIATE RESPONSE (Hour 0-4)**

STEP 1: ASSESS & ACTIVATE
□ Identify crisis category
□ Assess severity (1-5 scale)
□ Activate appropriate response team
□ Notify Managing Partner immediately
□ Secure the situation (stop ongoing harm)
□ Preserve evidence
Document everything
□ Initiate communication protocols
SEVERITY SCALE:
1 = Minor (internal, easily remedied)
2 = Moderate (may affect clients, manageable)
3 = Serious (client harm likely, significant response needed)
4 = Severe (multiple clients, regulatory attention probable)
5 = Critical (firm survival threatened, immediate action required)
STEP 2: CONTAIN & PROTECT
□ Prevent further harm
□ Isolate affected areas/systems/matters
□ Implement emergency procedures
□ Protect attorney-client privilege
□ Protect work product
□ Secure physical premises if necessary
□ Preserve documents and evidence
□ Implement legal hold if litigation likely
inflicincia regar note it intigation likely
STEP 3: NOTIFY KEY PARTIES
Internal notifications:
□ Response team members
□ Managing Partner
□ Risk Management Officer
□ Affected attorneys/staff
□ Board of directors (if applicable)
External notifications (as appropriate):
□ Malpractice insurance carrier (immediately)
□ Cyber insurance carrier (if cyber incident)
□ Legal counsel (crisis counsel)
□ Public relations advisor (if reputational)
□ Law enforcement (if criminal activity)
□ Clients (if affected - after assessing obligations)
□ Regulators (if required)

## SHORT-TERM RESPONSE (Day 1-7)

CTED 4. INVIECTIC ATE
STEP 4: INVESTIGATE
Engage qualified investigators  Potential facts the small live.
Determine facts thoroughly
□ Identify root causes
Assess scope and impact
□ Identify all affected parties
Document findings
□ Maintain privilege protection
□ Provide regular updates to leadership
STEP 5: DEVELOP ACTION PLAN
□ Define objectives
□ Identify required actions
□ Assign responsibilities
□ Set deadlines
□ Allocate resources
□ Establish communication protocols
□ Plan for various scenarios
□ Get buy-in from leadership
STEP 6: EXECUTE RESPONSE
□ Implement action plan
□ Monitor progress
□ Adjust as needed
□ Communicate regularly
□ Document all actions
□ Coordinate with advisors
□ Manage stakeholders
□ Address media if necessary
·
CLIENT NOTIFICATION:
If clients affected:
□ Determine notification obligations
□ Draft notification communications
□ Legal counsel review
□ Coordinate timing
□ Prepare for questions
□ Prepare for questions □ Provide support resources
□ Prepare for questions

## LONG-TERM RESPONSE (Week 1+)

STEP 7: REMEDIATE
□ Address root causes
□ Implement corrective measures
□ Strengthen controls
□ Update policies/procedures
□ Provide additional training
□ Monitor effectiveness
□ Report to board/leadership
□ Close any gaps
STEP 8: RESOLVE
□ Address claims/complaints
□ Work with insurance carriers
□ Settle disputes if appropriate
□ Defend if necessary
□ Fulfill regulatory requirements
□ Complete investigations
□ Document resolutions
□ Apply lessons learned
STEP 9: RECOVER & REBUILD
□ Restore normal operations
□ Rebuild trust with clients
□ Rebuild team morale
□ Address reputation concerns
□ Communicate progress
□ Celebrate recovery milestones
□ Thank response team
□ Update crisis plan based on lessons learned

## 11.2 Crisis Communication Plan

### **Communication Protocols:**

INTERNAL COMMUNICATION:
Principles:
- Transparency (within legal constraints)
- Timeliness
- Consistency
- Accuracy
- Compassion
Channels:
□ Emergency notification system
□ All-hands meetings
□ Email updates
□ Intranet postings
□ Direct supervisor communication
□ Anonymous hotline for concerns
Frequency:
- Crisis onset: Immediate notification
- First 24 hours: Updates every 4-6 hours
- Days 2-7: Daily updates
- Week 2+: Updates as needed, minimum weekly
EXTERNAL COMMUNICATION:
Principles:
- Protect client confidences
- Protect attorney-client privilege
- Maintain professional dignity
- Honest but measured
- One voice (designated spokesperson)
Channels:
□ Client notifications (written/verbal)
□ Media responses (if applicable)
□ Website updates
□ Social media responses
□ Regulatory communications
□ Industry communications
Chaltagnagram
Spokesperson:  Designated in advance
□ Trained in crisis communication
□ Supported by PR advisor
□ Coordinated with legal counsel
□ Authorized by leadership
2. Tatalonica of leadorning
MESSAGE DEVELOPMENT:
Key messages must:
□ Acknowledge situation appropriately
□ Express concern for affected parties
□ Describe actions being taken

□ Commit to resolution
□ Provide contact for questions
□ Be consistent across channels
SAMPLE STATEMENT:
"[DATE]
Rivalis Law is aware of [DESCRIBE SITUATION GENERALLY] and takes this matter very seriously. The security and privacy of our clients' information is our highest priority.
Upon learning of this [incident/situation], we immediately [ACTIONS TAKEN].  We have engaged [outside experts/law enforcement/etc.] to assist in our [investigation/response].
We are [contacting/have contacted] affected [clients/individuals] to inform them of this situation and the steps we are taking to [protect their interests/prevent recurrence].
We are committed to [resolution/prevention/support] and will provide updates as appropriate.
For questions, please contact [NAME] at [CONTACT].
We deeply regret any concern this may cause and appreciate your patience as we work to resolve this matter."
MEDIA RELATIONS:
If media contact occurs:
□ Direct to designated spokesperson
□ Document all media inquiries □ Coordinate response with PR advisor
<ul><li>□ Provide approved statement only</li><li>□ Do not speculate</li></ul>
□ Do not provide details that could waive privilege
Consider "no comment" vs. brief statement
□ Monitor media coverage
□ Correct misinformation when appropriate

# 11.3 Business Continuity Planning

## **Continuity Framework:**

CRITICAL BUSINESS FUNCTIONS:
Priority 1 (Resume within 24 hours):
□ Client communication
□ Court deadline compliance
□ Email access
□ Calendar/deadline system
□ Client data access
□ Emergency client service
Priority 2 (Resume within 72 hours):
□ New matter intake
□ Billing system
□ Document management
□ Research tools
□ All client work
□ Phone system
Priority 3 (Resume within 1 week):
□ Marketing
□ Business development
□ Training
□ Non-urgent administrative functions
RECOVERY TIME OBJECTIVES (RTO):
By Function:
- Court deadlines: 0 hours (must never be impaired)
- Email: 4 hours
- Document access: 8 hours
- Phone system: 12 hours
- Case management: 24 hours
- Billing: 72 hours
RECOVERY POINT OBJECTIVES (RPO):
Maximum data loss tolerable:
- Client data: 1 hour (continuous backup)
- Financial data: 4 hours
- Administrative data: 24 hours

## **Backup & Disaster Recovery:**

# DATA BACKUP SYSTEM: 3-2-1 RULE: - 3 copies of data (original + 2 backups) - 2 different media types - 1 off-site/cloud backup **BACKUP SCHEDULE:** □ Critical data: Continuous/real-time backup □ Client files: Hourly incremental, daily full backup □ Email: Continuous backup ☐ Financial data: Daily backup □ System configurations: Weekly backup □ Databases: Hourly backup BACKUP TESTING: □ Monthly restore test (random sample) $\hfill \ensuremath{\square}$ Quarterly full system restore test ☐ Annual disaster recovery drill □ Document test results □ Address any failures immediately **OFF-SITE STORAGE:** $\hfill\Box$ Geographically separate location ☐ Secure cloud storage (encrypted) □ Redundant cloud regions □ Physical backup media in secure facility □ Regular rotation of physical media ALTERNATIVE WORK LOCATIONS: Primary Options: ☐ Remote work from home (with VPN) ☐ Disaster recovery site (if available) □ Co-working space (pre-identified) ☐ Another office location (if multi-office) □ Client office space (if pre-arranged) Requirements for Alternative Location: □ Internet access □ Phone access □ Secure workspace □ Access to systems via VPN □ Privacy for client calls/meetings □ Printing capability (if needed) **EMERGENCY RESOURCES:** Pre-Positioned Resources: ☐ Emergency contact list (physical copies) □ System access credentials (secure storage) □ Key vendor contacts ☐ Backup hardware (if practical)

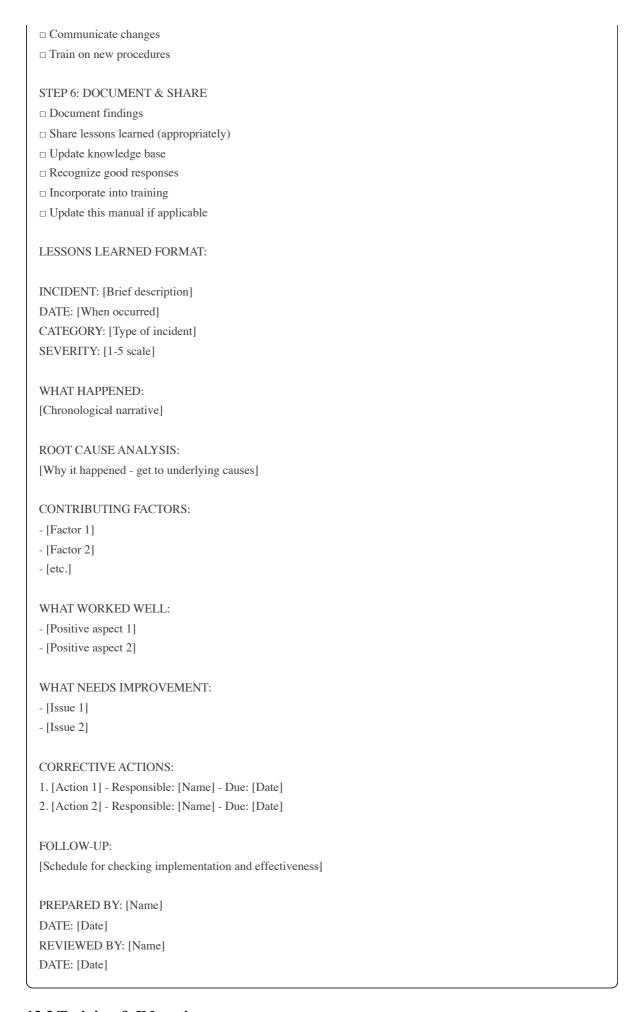
□ Office supplies cache
□ Emergency fund
□ Communications equipment
Vendor Relationships:
□ IT support (24/7 availability)
□ Telecommunications provider
□ Cloud service providers
□ Hardware vendors
□ Office space providers
□ Document recovery services
□ Emergency equipment rental

# 12. Continuous Improvement

## **12.1 Lessons Learned Process**

**Post-Incident Review:** 

WHEN TO CONDUCT:
□ After any significant incident
□ After near-miss events
□ After external audit/review
□ After client complaints
□ Periodically for complex matters (conclusion)
□ After system failures
□ After ethics violations
□ After policy breaches
REVIEW PROCESS:
REVIEW TROCESS.
STEP 1: GATHER DATA
□ Incident reports
□ Documentation
□ Timeline of events
□ Involved party interviews
□ System logs/records
□ Client feedback
□ External reports
STEP 2: ANALYZE
□ What happened? (facts)
□ Why did it happen? (root cause)
□ What worked well?
□ What didn't work well?
□ Were procedures followed?
□ Were procedures adequate?
□ What could have prevented this?
□ What could have reduced impact?
a what could have reduced impact.
STEP 3: IDENTIFY IMPROVEMENTS
□ Policy changes needed
□ Procedure updates needed
□ Training gaps identified
□ System improvements needed
□ Resource needs identified
□ Monitoring enhancements needed
STEP 4: DEVELOP ACTION PLAN
□ Specific improvements identified
□ Responsibility assigned
□ Deadlines established
□ Resources allocated
□ Success metrics defined
□ Follow-up scheduled
STEP 5: IMPLEMENT & MONITOR
□ Execute improvements
□ Track progress
□ Verify effectiveness
□ Adjust as needed



### 12.2 Training & Education

#### **Comprehensive Training Program:**

NEW ATTORNEY ORIENTATION:
Week 1:
□ Firm policies and procedures
□ Risk management overview
□ Practice management systems
□ Conflicts check procedures
□ Time entry and billing
□ Client communication standards
□ File organization requirements
Week 2:
□ Document management
□ Cybersecurity policies
□ Email and communication security
□ Trust account rules
□ Ethics overview
□ Professional responsibility
Week 3-4:
□ Practice area-specific training
☐ Mentorship program initiation
□ Shadowing experienced attorneys
□ Sample matter review
□ Template and form library tour
□ Q&A with partners
NEW STAFF ORIENTATION:
Week 1:
□ Firm overview and culture
Role-specific procedures  Confidentiality obligations
Communication parts also
Communication protocols  Tasks also as suctions.
□ Technology systems
□ Time tracking
□ Administrative procedures
Week 2:
□ Client service standards
□ File management
□ Calendar management
□ Billing procedures
□ Security policies
□ Emergency procedures
ONGOING TRAINING:
Appual Training (All Parsonnal):
Annual Training (All Personnel):
Ethics and professional responsibility (CLE)
□ Cybersecurity awareness
□ Risk management updates □ Confidentiality refresher
TT CONTIDENDAMY TELESHER

□ Trust account compliance (attorneys) □ Discrimination and harassment prevention □ Emergency response procedures  Quarterly Training:	
□ Practice area updates	
□ Technology tools	
□ Emerging risks	
□ Case studies and lessons learned	
□ Skills development	
As-Needed Training:	
□ New systems implementation	
□ Procedure changes	
Response to incidents	
□ New regulations	
□ Client feedback themes	
TRAINING METHODS:	
□ In-person workshops	
□ Online courses	
□ Lunch-and-learn sessions	
□ CLE programs	
□ External conferences	
□ Webinars	
□ Peer learning groups	
□ Mentorship	
□ Self-study materials	
□ Case simulations	
□ Table-top exercises	

## **Knowledge Management:**

KNOWLEDGE RESOURCES:
Forms & Precedents Library:
□ Engagement letters
□ Fee agreements
□ Court forms
□ Transactional documents
□ Research memoranda
□ Pleadings
□ Discovery templates
Client communications
□ Opinion letters
Output in all hou
Organized by: - Practice area
- Document type - Jurisdiction
- Jurisdiction - Searchable database
- Searchable database - Version control
- Version control - Usage notes
- Osage notes - Related resources
Notation resources
Best Practices Database:
□ Client service excellence examples
□ Efficient processes
□ Problem-solving approaches
□ Strategic insights
□ Lessons learned
□ Innovation examples
Legal Research Resources:
□ Case law database
□ Statutes and regulations
□ Legal news and updates
□ Practice guides
□ CLE materials
□ Expert witnesses database
□ Vendor resources
SHARING CULTURE:
Encourage:
□ Knowledge sharing meetings
□ Practice group presentations
□ Cross-training opportunities
□ Mentorship
□ Collaborative problem-solving
□ Documenting solutions
□ Asking questions
□ Teaching others
December
Recognize:
□ Contributions to knowledge base

□ Mentorship excellence	
☐ Innovation and improvement	
□ Training participation	
□ Best practice sharing	

## 12.3 Performance Metrics & Monitoring

**Key Risk Indicators (KRIs):** 

#### LEADING INDICATORS (Predict Future Issues):

#### Client Relationship Health:

- Client communication response time
- Client satisfaction scores
- Complaint frequency
- Billing dispute rate
- Client retention rate
- Referral rate

#### Quality Indicators:

- Peer review scores
- Document error rate
- Research verification completion
- Supervisory review completion
- CLE compliance rate
- Training participation

#### Operational Indicators:

- Deadline compliance rate
- Time entry timeliness
- Budget variance
- Realization rates
- Work in progress age
- Collection rates

#### Security Indicators:

- Phishing test success rate
- Security training completion
- Password policy compliance
- System patch currency
- Security incident frequency
- Vendor security reviews completed

#### LAGGING INDICATORS (Show Past Issues):

- Malpractice claims filed
- Ethics complaints
- Client terminations
- Fee disputes litigated
- Missed deadlines
- Conflicts violations
- Trust account errors
- Data breaches
- Regulatory violations
- Staff turnover rate

#### TARGET METRICS:

- $\hfill\Box$  Deadline compliance: 100%
- ☐ Client response time: 95% within SLA☐ Client satisfaction: 4.5/5.0 average
- $\hfill\Box$  Realization rate: >90%

l	□ Collection rate: >95%
	□ CLE compliance: 100%
	□ Phishing test success: <10% click rate
	□ Training completion: 100%
	□ Conflicts errors: 0
	□ Malpractice claims: 0

# Dashboard & Reporting:

RISK MANAGEMENT DASHBOARD:
Monthly Report Includes:
□ KRI summary and trends
□ New incidents/issues
□ Open risk items
□ Corrective action status
□ Training completion rates
□ Audit findings
□ Client feedback summary
□ Deadline compliance
□ Conflicts check statistics
- Connets check statistics
Distribution:
- Management team: Full dashboard
- Partners: Summary dashboard
- Risk Management Committee: Full detailed report
- Board: Quarterly summary
2000 (0000)
ESCALATION TRIGGERS:
Automatic escalation when:
□ Any deadline missed
□ Any conflicts violation
□ Client complaint (severity level)
□ Malpractice claim potential
□ Ethics inquiry
□ Data breach/security incident
□ Trust account discrepancy
□ Regulatory inquiry
□ Significant KRI deviation
□ Multiple minor issues (pattern)

# 12.4 Annual Risk Assessment & Planning

### **Annual Review Process:**

COMPREHENSIVE ANNUAL REVIEW:
Q4 Each Year: Risk Assessment
STEP 1: ENVIRONMENTAL SCAN
□ Legal industry trends
□ Regulatory changes
□ Technology developments
□ Cybersecurity threats
□ Economic factors
□ Competitive landscape
□ Client needs evolution
STEP 2: INTERNAL ASSESSMENT
□ Review prior year incidents
□ Analyze KRI trends
□ Survey attorneys and staff
□ Client feedback analysis
□ Financial performance review
□ System and infrastructure review
□ Vendor performance review
STEP 3: RISK IDENTIFICATION
□ New risks identified
□ Existing risks reassessed
□ Risk scoring updated
□ Impact and likelihood ratings
□ Risk appetite discussion
□ Risk tolerance evaluation
STEP 4: PRIORITIZATION
□ Rank risks by score (impact × likelihood)
□ Consider risk velocity
□ Identify quick wins
Determine multi-year efforts
□ Resource allocation
STEP 5: MITIGATION PLANNING
□ Assign risk owners
□ Develop mitigation strategies
□ Set objectives and metrics
□ Budget resources
□ Create implementation timeline
□ Define success criteria
STEP 6: APPROVAL & COMMUNICATION
□ Present to leadership
Obtain approval and resources
Communicate plan  Undertained and a second
□ Update procedures □ Launch initiatives
Launen mittatives

STEP 7: IMPLEMENTATION & MONITORING

	□ Execute risk mitigation plans
l	□ Track progress monthly
l	□ Report quarterly
l	□ Adjust as needed
l	□ Prepare for next annual review
ı	

## **Strategic Risk Planning:**

THREE-YEAR RISK MANAGEMENT GOALS:
Year 1 Objectives:
□ [Specific goal 1]
□ [Specific goal 2]
□ [Specific goal 3]
Year 2 Objectives:
□ [Specific goal 1]
□ [Specific goal 2]
□ [Specific goal 3]
Year 3 Objectives:
□ [Specific goal 1]
□ [Specific goal 2]
□ [Specific goal 3]
INVESTMENT PRIORITIES:
Technology Investments:
□ Practice management upgrades
□ Cybersecurity enhancements
Backup and disaster recovery
□ Communication tools
□ Automation opportunities
Training Investments
Training Investments:
□ Leadership training
□ Technical skills
□ Cybersecurity awareness
□ Client service excellence
Process Improvements:
□ Workflow optimization
□ Quality control enhancements
□ Communication protocols
□ Client onboarding
□ Matter management
People Investments:
□ Risk management staff
□ Compliance personnel
□ IT security staff
□ Training coordinators
□ Quality assurance
CONTINUOUS IMPROVEMENT CULTURE:
Foster environment where:
☐ Mistakes are learning opportunities ☐ Innovation is encouraged

□ Best practices are shared
□ Excellence is recognized
□ Improvement is constant
□ Feedback is valued
□ Change is embraced

#### Conclusion

Effective risk management is not a one-time project but an ongoing commitment to excellence, integrity, and continuous improvement. This manual provides the framework, but successful risk management requires:

- Active participation by every member of the firm
- Constant vigilance in identifying and addressing risks
- Open communication about concerns and issues
- Accountability at all levels
- Learning from mistakes and near-misses
- Adaptation as risks and circumstances evolve

By embracing these principles and following these procedures, Rivalis Law will protect our clients, preserve our reputation, and build a sustainable practice that delivers exceptional legal services.

#### **Document Version Control**

#### This risk management manual is a living document and should be:

- Reviewed annually by Risk Management Committee
- Updated when new risks identified
- Updated when procedures change
- Updated when jurisdiction rules change
- Distributed to all attorneys and staff
- Acknowledged by all attorneys and staff annually
- Used for training new hires
- Referenced in continuing education

#### **Version History:**

- Version 1.0: Initial release (January 2024)
- Version 2.0: Comprehensive update (January 2025)

### Acknowledgment

I acknowledge that I have received, read, and understand the Rivalis Law Risk Management Procedures. I

agree to comply with all procedures outlined in this manual. I understand that failure to follow these procedures may result in discipline up to and including termination, and may expose me to personal liability.

#### I further acknowledge that:

- I am responsible for knowing and following all applicable rules of professional conduct
- I must immediately report any potential violations or risk issues
- I must seek guidance when uncertain about ethical obligations
- I must participate in required training programs
- I must maintain client confidences and protect privileged information
- I will support the firm's risk management culture

Signature:	
Print Name:	
Position:	
Date:	_

#### For questions about these procedures, contact:

#### **Risk Management Committee**

Email: <u>risk@rivalislaw.com</u> Phone: (202) 555-0100

Emergency Hotline: (202) 555-0199

#### ಶು RIVALIS LAW

Strategic Legal Solutions for Forward-Thinking Businesses

Commitment to Excellence | Protection of Clients | Integrity in All We Do

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