

Tucker Griffin Barnes P.C.

2018 Employee Handbook

Your employment with Tucker Griffin Barnes P.C. is a voluntary one, and is subject to termination by you or Tucker Griffin Barnes P.C. at will, with or without cause, and with or without notice, at any time. Nothing in these policies shall be interpreted to be in conflict with or eliminate or modify in any way the employment-at-will status of Tucker Griffin Barnes P.C. employees.

These personnel policies are not intended to be a contract of employment.

1. Employment Status:

- Permanent Full-Time Employees. Salaried employees working 40 hours per week, year round, between the hours of 8:30 a.m. to 5:15 p.m. Full benefits package available.
- Permanent Part-Time Employees. Salaried / hourly employees working less than 30 hours per week, year round, with a set schedule. Partial benefits package included.
- Temporary Employees. Hourly employees working with a set schedule on a limited time frame. (Required to submit a semi-monthly time sheet.) Paid holidays included. No other benefits included.

2. Hours of Work:

- Office hours are from 8:30 a.m. to 5:15 p.m., Monday through Friday. Work schedules for each department may vary, depending upon the firm's requirements and the needs of our clients. The workday includes one hour for lunch for full-time employees and a 30 minute lunch for part-time employees.

3. Attendance:

- Each employee is responsible for punctual attendance at work. An unauthorized absence from the job will result in a deduction in the employee's pay, Paid Time Off or other corrective action that the firm deems appropriate.

FIRM BENEFITS

Summary:

- **Paid Time Off** -- (Start w/10 days; increases up to 20 Days)
- **Paid Holidays** -- (10 days each year)
- **Bereavement Leave** -- (40 hrs per year. Prorated for PT salaried employees to equal 5 days)
- **Health Insurance** -- (Multiple Tiered Plans)
- **Dental Insurance** -- (Single Plan)

- **Flexible Spending Account** -- (Pay qualifying expenses w/pre-tax dollars)
- **ST & LT Disability Insurance** -- (Employee must pay 50% of ST premium; mandatory participation)
- **Group Life Insurance** -- (\$60K Term and matching AD&D)
- **401K Plan** -- (100% match up to 4% of base salary; 12 mo waiting period, 1000 Annual Hours)
- **Profit Sharing Plan** -- (Discretionary firm contribution to individual 401K accts)

4. **Paid Time Off (PTO):**

- The firm provides PTO for permanent full-time employees and a pro-rated amount for permanent part-time employees. PTO is used for vacation, illness, errands, doctor appointments, etc. PTO is earned hourly, on a monthly basis. Eight hours of PTO equals one day. (First year of PTO is prorated based on hire date)

Time with Firm:	Earned PTO (Full-Time):
Hired	80 Hrs (10 Days per Year)
After 1 Year	88 Hrs (11 Days per Year)
2 Years	96 Hrs (12 Days per Year)
3 Years	104 Hrs (13 Days per Year)
4 Years	112 Hrs (14 Days per Year)
5 Years	120 Hrs (15 Days per Year)
6 Years	128 Hrs (16 Days per Year)
7 Years	136 Hrs (17 Days per Year)
8 Years	144 Hrs (18 Days per Year)
9 Years	152 Hrs (19 Days per Year)
10 Years and beyond	160 Hrs (20 Days per Year)

- Employees may carry over 80 hours per year. Employees voluntarily or involuntarily terminating their employment with TGB will not be compensated for accrued time not used. Employees voluntarily or involuntarily terminating their employment with TGB are ineligible to use PTO once notice has been given.
- Employees requesting PTO for vacation should confirm approval with their supervisor first, then enter their request into SoftTime. The software will notify the office manager and supervisor of a pending request, which will either be approved or denied. **Taking PTO without approval through SoftTime will be charged as non-paid time off.**
- Employees who are unable to report to work due to illness must enter their sick status into SoftTime, which will send an email notification to the office manager and their supervisor. This should be done before the scheduled start of their workday if possible. The office manager and supervisor must be contacted on each additional day of absence using SoftTime.
- PTO balance can be obtained from SoftTime. Errors should be reported to the office manager immediately.

- Employees exceeding their allowed PTO balance for the year will have their pay reduced accordingly, unless Advanced PTO is approved.
- Employees may obtain advanced PTO by submitting a request for approval to the Officer Manager. If approved, the hours will be borrowed from the next year's balance. No more than 40 hours may be borrowed. Should employment be terminated voluntarily or involuntarily prior to the normal accrual of PTO, the hours advanced will be deducted from the employee's final check.
- Unless requested to do so by their supervisor, and with the approval of the office manager, employees are not allowed to work weekends, after-hours or during lunch to earn additional PTO, or offset PTO already taken.

5. Paid Holidays:

- The firm pays for and observes the following holidays for all employees.

2018:

HOLIDAY:	DAY CLOSED/OFF:
New Year's Day	Monday 01/01/18
Good Friday or Yom Kippur (Choose one)	Friday 03/30/18 or Wednesday 09/19/18
Memorial Day	Monday 05/28/18
Independence Day	Wednesday 07/04/18
Labor Day	Monday 09/03/18
Columbus Day	Monday 10/08/18
Thanksgiving	12pm-Wednesday 11/21 Thursday & Friday 11/22 & 11/23/18
Christmas	Monday & Tuesday 12/24 & 12/25/18

2019:

HOLIDAY:	DAY CLOSED/OFF:
New Year's Day	Tuesday 01/01/19
Good Friday or Yom Kippur (Choose one)	Friday 04/19/19 or Wednesday 10/09/19
Memorial Day	Monday 05/27/19
Independence Day	Thursday 07/04/19
Labor Day	Monday 09/02/19
Columbus Day	Monday 10/14/19
Thanksgiving	12pm-Wednesday 11/27 Thursday & Friday 11/28 & 11/29/19
Christmas	Tuesday & Wednesday 12/24 & 12/25/19

- This list of holidays is subject to revision at the discretion of the firm. Other holidays may be granted by the firm at its sole discretion. All employees are eligible for holidays with pay as soon as they begin work. If a scheduled holiday falls within an employee's scheduled vacation, it is not charged to the employee.
- Under Good Friday/Yom Kippur holiday situations, due to coverage requirements, the holidays for an individual employee or group of employees may be scheduled by the firm or supervising attorney on alternate dates as long as the total number of holidays per calendar year is granted to the employee.

6. Bereavement Leave:

- The firm provides Bereavement Leave for permanent full-time employees and a pro-rated amount for permanent part-time employees. The firm provides up to a total of 40 (5 days) hours of paid

leave per year in the event of a death in an employee's immediate family. Immediate family includes spouse, significant other, child, parent, sibling, grandparent or grandchild.

7. Health Insurance:

- The firm provides comprehensive medical coverage plans for permanent full-time employees working 30 hours per week. For 2018, the firm will pay 100% of the employee's monthly premium for the designated, non-smoking base plan.
- ***NOTICE: We have always tried our best to provide a base plan at no cost to the employee. As rates have continued to rise; however, we can't guarantee a no-cost base plan will be available for 2019.***
- If an employee elects to add family coverage and/or join a higher cost plan, the additional cost is borne by the employee and is paid through regular payroll deduction.
- Specific health insurance benefit details, effective dates, exclusions, vesting periods & amounts are available from our individual Plan Representatives. See our Office Manager for contact information.

8. Dental Insurance:

- The firm provides a standard dental coverage plan for permanent full-time employees working 40 hrs per week. For 2018, the firm will pay 100% of the monthly premium for employees.
- If an employee elects to add family coverage, the additional cost is borne by the employee and is paid through regular payroll deduction.
- Specific dental insurance benefit details, effective dates, exclusions, vesting periods & amounts are available from our individual Plan Representatives. See our Office Manager for contact information.

9. Vision Coverage:

- The firm does not offer a vision plan at this time.

10. Flexible Spending Account:

- The firm provides a Flexible Spending Account Plan for permanent full-time employees working 40 hrs per week. This plan permits pre-tax payroll deductions up to \$2,650 annually for medical, and up to \$5,000 annually for dependent care. Employees may be issued a Flex System Benefits card through Master Card, and/or seek reimbursement of funds through a third party administrator for qualified expenses.

- Plan year will be concurrent with the firm's health insurance renewal on January 1st.
- The plan will have a grace period of 75 days following the end of the plan year (December 31st), during which employees can incur eligible expenses for unspent funds. There will also be a 15 day run-out period beginning at the conclusion of the grace period during which additional expenses cannot be incurred, but claims for the prior plan year can still be submitted for reimbursement.
- A rollover amount of \$500 is allowed each year. Anything not used over \$500 falls into a use-it or lose-it rule.
- Specific benefit details, effective dates, exclusions, vesting periods and amounts are available from our individual Plan Representatives. See our Office Manager for contact information.

11. **Short-Term Disability Insurance:**

- The firm provides a short-term disability policy for permanent full-time employees working 40 hrs per week. The firm pays 50% of the monthly premium and the employee pays the remaining 50% through regular payroll deduction. ***NOTICE: Participation is a mandatory requirement to be employed, or to remain employed at the firm.***
- Employees approved for short-term disability do not accrue compensatory time for Paid Holidays. (Ex: If a holiday occurs while you're on disability, you don't get a day off for that holiday when you return to work.)
- PTO does not accrue during the period you're out on disability. PTO will start to accrue again when you return to active work. (Ex: If you're earning 10 hours of PTO a month and you're on disability for a month, then you'll only receive a total of 110 hours of PTO for the year. You won't earn any time off for the period you're out on disability.)
- Per our insurance providers, TGB will continue to cover "employee only" health and dental insurance premiums (if being provided) for no more than three months while employee is out on disability. After three months, employee will be removed from TGB health & dental insurance and will be given the option to receive COBRA. Employees under COBRA are responsible for covering the full premium of all insurance policies elected. Employees are responsible for covering any additional premiums that are currently deducted from their paychecks (ie: Spouse or dependent premiums, higher premium plan, etc) while they are out on disability.
- Specific short-term disability details, effective dates, exclusions, vesting periods and amounts are available from our individual Plan Representatives. See our Office Manager for contact information.

12. **Long-Term Disability Insurance:**

- The firm provides a long-term disability policy at no cost for permanent full-time employees working 40 hrs per week. ***NOTICE: Participation is a mandatory requirement to be employed, or to remain employed at the firm.***
- Long-Term disability will begin after employee has been on short-term disability for 26 consecutive weeks. Prior approval from your treating physician and Standard insurance is required. Once Long-Term disability starts, the firm will cancel the policy, yet benefits will continue per approval from the treating physician and Standard insurance. No firm benefits accrue while an employee is on long-term disability.
- Specific long-term disability details, effective dates, exclusions, vesting periods and amounts are subject to change at any time and are available from our individual Plan Representatives. See our Office Manager for contact information.

13. Group Life Insurance:

- The firm provides a \$60,000 Group Term Life insurance policy at no cost for permanent full-time employees working 40 hrs per week. ***NOTICE: Participation is a mandatory requirement to be employed, or to remain employed at the firm.***
- This policy does contain a Portability/Conversion feature if an employee leaves for another job or goes on Long-Term disability. Employees will be responsible for the premiums.
- The \$60,000 policy starts reducing in amount once an employee reaches the age of 65. For ages 65-69, the policy pays \$39,000 (65%.) For ages 70-74, the policy pays \$30,000 (50%.) For age 75 and up the policy pays \$21,000 (35%.)
- Specific life insurance details, effective dates, exclusions, vesting periods and amounts are available from our individual Plan Representatives. See our Office Manager for contact information. Coverage in excess of \$50,000 is considered imputed income and will be reported on your W2.

14. Accidental Death & Dismemberment (AD&D) Insurance:

- The firm provides a companion \$60,000 AD&D policy in conjunction with the Group Life policy at no cost for permanent full-time employees working 40 hrs per week. Policy limits reduces same as the Group Life limits. This double indemnity feature does have exclusions, including drug and alcohol use.
- Specific details, effective dates, exclusions, vesting periods and amounts are available from our individual Plan Representatives. See our Office Manager for contact information.

15. 401K Retirement Plan:

- The firm provides a 401K plan for permanent employees working at least 20 hours per week. The firm will make a dollar for dollar match up to the first 4% of base salary. To be eligible, employees must work a minimum of 1,000 hours per year, must be 21 years old and have one consecutive year of employment.
- Specific 401K plan details, effective dates, exclusions, vesting periods and amounts are available from our individual Plan Representatives. See our Office Manager for contact information.

16. Profit Sharing Plan:

- The firm has a traditional Profit Sharing Plan in place. Profit Sharing is when the firm makes a discretionary contribution to your 401K account. All permanent employees working at least 20 hours per week, who are actively employed on the last day of the Plan Year, will share in any discretionary contribution made during the year.
- Allocation of contribution is roughly based on each individual's percentage of the firm's total compensation pool for that plan year. Specific plan details, effective dates, exclusions, vesting periods and amounts are available from our individual Plan Representatives. See our Office Manager for contact information.

FIRM POLICIES

17. Pay:

- **Paydays** - All firm employees are paid twice a month (semi-monthly.) Pay is deposited on the 15th and the last day of the month. In the event that a regularly scheduled payday falls on a day off, such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday. *Direct Deposit is mandatory for all employees.*
- **Staff Pay Raises & Bonuses** – Tucker Griffin Barnes does not guarantee annual pay raises or bonuses. Employees voluntarily or involuntarily terminating their employment with TGB are ineligible to receive a bonus once notice has been given.
- **Attorney Bonus Payments** – Associate attorneys voluntarily or involuntarily terminating their employment with TGB are ineligible to earn a bonus after their last full month worked.

18. Employee Loans or Advances:

- Due to the firm's accounting practices, the firm will not be able to grant or approve any loan or advance pay request.

19. Acceptable Use of Information Technology Assets:

- Employees may use firm email and internet access for personal reasons as long as it does not interfere with work requirements or cause computer/network problems.
- The firm retains the right to monitor and review all individual emails and internet activity on firm computers. Use of firm software and legal research portals are limited to official business only.
- Employees given remote access on personal PCs must ensure (1) appropriate virus software is installed, (2) ensure remote logins/passwords are not shared with those who may have access to your personal PC, and (3) ensure PC “goes to sleep” after a certain amount of non-active time.

20. Social Media Policy:

- At Tucker Griffin Barnes P.C. we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities when it relates to Tucker Griffin Barnes.
- To assist you in making responsible decisions about your use of social media, we have established the following guidelines for appropriate use of social media as it relates to Tucker Griffin Barnes. This policy applies to all employees who work for Tucker Griffin Barnes.
 - Employees may not post financial, confidential, sensitive or proprietary information about the firm, clients, employees or job applicants.
 - Employees may not post obscenities, slurs or personal attacks related to the firm, clients, employees or job applicants.

21. Postage:

- The firm allows employees to use the postage meter/UPS shipments for personal mail. The employee must reimburse the firm for the exact postage used. It's the employee's responsibility to notify the office manager of postage is used. See the Office Manager for details.

22. Outside Employment:

- An employee may volunteer or hold a job with another organization as long as he or she satisfactorily performs job responsibilities with the firm, and it does not compete with the type of work performed at the firm or raises a potential for conflict of interest. Employees must notify the firm of these type of out-side activities.
- If the firm determines that an employee's outside work interferes with performance or the ability to meet the requirements of the firm, the employee will be asked to terminate the outside employment if he or she wishes to remain employed by the firm. **Although a full-time employee may hold a job with another organization, employees may not work at another organization during any part of the firm's business day (8:30 – 5:15).**

23. Smoking:

- In keeping with the firm's intent to provide a safe and healthy work environment, smoking in the workplace is prohibited. This policy applies to all employees, clients and visitors. Also, please note that Rio West is a non-smoking building; therefore, smoking in lobbies, atrium, outside entrances is prohibited.

24. Inclement Weather:

- For inclement weather situations, the firm has set up a special extension (973-7474, ext 123) for employees to call regarding delayed opening or office closure. The message will state if the firm is operating on regular business hours, opening late or officially closed.
- If we close for bad weather, employees are not expected to come to work, but will continue to be paid. If the firm opens on time or has a delayed opening and an employee does not come to work, then the appropriate amount of PTO or pay will be deducted.

25. Office Dress Code:

- The firm has the following long-standing dress code – proper business attire in court, relaxed, smart casual in the office. While everyone has their own style of dress, we want to present a relaxed, but professional appearance to our clients.
- We ask that you DO NOT (1) wear “Blue” jeans unless it's an inclement weather day [delayed opening], or you're doing something at work that might mess up your clothes [any other color jean is fine to wear at work,] (2) wear flip flops, (3) walk in the office without your shoes on (4) wear sheer or revealing clothing, or (5) wear skirts shorter than 2 inches above the knee.
- Employees will be asked to cover any visible tattoos and remove any facial piercings during office hours, this includes but not limited to earlobe stretching rings, nose, lip, and eyebrow piercings. Simple earlobe piercings are permitted.

26. Confidentiality:

- Firm employees are required to strictly adhere to the confidentiality standards and rules of professional conduct set forth by the Virginia State Bar. Included is the firm's Confidentiality Statement. Employees working at the firm must review and sign this statement each year. Please ask a partner if you have a question about confidentiality.

27. Equal Employment Opportunity Statement:

- Tucker Griffin Barnes P.C. provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability or marital status in accordance with applicable

federal, state and local laws. Tucker Griffin Barnes P.C. complies with applicable state and local laws governing nondiscrimination in employment in every location in which the firm has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

- Tucker Griffin Barnes P.C. expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin or age. Improper interference with the ability of Tucker Griffin Barnes P.C. employees to perform their expected job duties is absolutely not tolerated.
- The firm is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, including sexual harassment. Any form of sexual or unlawful harassment will not be tolerated. Employees experiencing harassment must report the incident in writing immediately to the Office Manager or a Partner.
- Fraudulent harassment claims will be investigated as well.

28. Risk Prevention Measures:

- Every law firm is subject to increasing risk from outside forces. To protect our clients and ourselves, Tucker Griffin Barnes has developed a set of specific protection measures. Included is the firm's Risk Prevention Measures Statement. Employees working at the firm must review and sign this statement each year. Please ask a partner if you have questions about our risk prevention measures.

29. Background Checks & Credit Reports:

- When required by outside agencies, firm employees agree to allow Tucker Griffin Barnes to run background checks and credit reports.

Employee Acknowledgement:

This document describes important information about Tucker Griffin Barnes P.C., and I understand that I should contact the office manager and my immediate supervisor regarding any questions not answered here. Information, policies, and benefits described herein are subject to revisions and change as necessary. I acknowledge that this is not a contract of employment.

I understand that it is my responsibility to comply with the policies contained herein and any revisions made to it.

EMPLOYEE SIGNATURE

DATE

PRINT NAME



CONFIDENTIALITY AGREEMENT

All permanent and temporary employees, contract employees, interns, volunteers, or anyone else working for Tucker Griffin Barnes P.C. (all which shall be referred to as Staff) are required to strictly adhere to the confidentiality standards and rules of professional conduct set forth by the Virginia State Bar.

Confidentiality is an essential aspect of the attorney-client relationship, and the foundation of trust between our firm and the clients we serve. Our clients depend on it – from all of us.

The duty of confidentiality is explained in detail by Rule 1.6 of the Virginia State Bar Professional Guidelines. Although the Virginia State Bar Professional Guidelines govern attorneys only, non-attorney staff working or volunteering for Tucker Griffin Barnes P.C. are required to honor that part of Rule 1.6 which states:

A lawyer shall not reveal information protected by the attorney-client privilege under applicable law or other information gained in the professional relationship that the client has requested be held inviolate or the disclosure of which would be embarrassing or would be likely to be detrimental to the client unless the client consents after consultation, except for disclosures that are impliedly authorized in order to carry out the representation.

To summarize Rule 1.6, staff at Tucker Griffin Barnes P.C. may not disclose to anyone outside the office any information which:

1. A client has provided to the firm, or to any employee of the firm;
2. A client has asked to be kept confidential;
3. May be embarrassing to the client;
4. May harm the client or the client's interests in some way

Staff will have varying levels of involvement and understanding with regard to particular clients' cases. Since non-attorney staff may not be aware of all the facts and circumstances surrounding a particular case, they may not know what could be embarrassing or damaging to a client. Staff should always err on the side of confidentiality, and ask an attorney in case of any questions.

Certain information is “impliedly authorized” by the client, in order to carry out the representation. For example, the fact that the client is represented by the firm is, in itself, confidential information. However, in order to schedule a trial date, or to file any pleadings, the fact of the representation must necessarily be disclosed to the court. If there is ever a question about whether or not information is “impliedly authorized” for disclosure, staff should once again err on the side of protecting confidentiality, and ask an attorney.

The rule of this office is that no staff person may disclose any information regarding any client without the supervising attorney’s consent. You may not disclose information to your family members, your acquaintances, or strangers to the case. This office also maintains a “Clean Desk” policy, which means whenever you are not working on a specific file, all client information will be shielded from public view.

Further, non-attorneys may not remove client documents, files or other information from the office without express permission of the supervising attorney. This includes copying information onto an electronic storage device.

The duty of confidentiality applies regardless of whether or not the information is also available from another non-confidential source. The duty even applies where the information is readily available to the public.

In addition, staff at Tucker Griffin Barnes P.C. are required to keep confidential any proprietary information or trade secrets belonging to the firm, and any other information designated as confidential by the firm, orally or in writing, whenever so designated.

The duties of confidentiality set forth in this Agreement are perpetual, and shall not lapse regardless of the passage of time, or the existence or status of any employment relationship. Working at Tucker Griffin Barnes P.C. is conditioned on compliance with this Agreement. This agreement applies to full-time and salaried employees of Tucker Griffin Barnes P.C., as well as hourly part-time employees, contract staff, interns or anyone else working at Tucker Griffin Barnes P.C., regardless of whether they are hired directly or are supplied by an agency, volunteering, or otherwise assisting at Tucker Griffin Barnes P.C.

Tucker Griffin Barnes P.C. strives to deliver legal services of the highest quality to our clients. Maintaining confidentiality is essential to our mission, and crucial to our clients.

BY SIGNING BELOW, I AFFIRM THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE FOREGOING.

EMPLOYEE SIGNATURE

DATE

PRINT NAME



Fraud & Risk Prevention Policies

Like it or not, law firms have a big target painted on their backs. Every day hackers try to gain access to client escrow and trust accounts. Every day dissatisfied clients sue their attorneys because of missed deadlines.

To protect our firm and our clients, we are formally implementing the following fraud and risk prevention policies. Every TGB employee **MUST** follow these policies.

Fraud Prevention Policies:

A. Protecting our Client's Money.

1. Checks (bank issued or personal) on foreign banks may **NOT** be deposited into TGB escrow or trust accounts without prior approval from Mike or Christina.
2. Wires from foreign banks may **ONLY** be accepted into our international escrow account with prior approval from Mike or Christina. Transferring funds out of this account **MUST** also be approved in advance by Mike or Christina.
3. Paralegals **MUST** have a source document (voided check, deposit ticket, bank statement) confirming outgoing wire instructions. Paralegals may **NOT** change outgoing wiring instructions without re-confirming from a new source document.
4. Returning client escrow funds due to a client no longer using our firm **MUST** be approved by Mike or Christina. There may be a significant delay, including up to 30 days, before funds are returned. (Banks actually have over 30 days to notify of bounced check.) Note: Refunds will be returned based on way we received the money – credit card, check, wire.
5. Replacing lost escrow/trust check **MUST** be approved in advance by Mike or Christina. The concern is someone cashing the original and the replacement checks. There may be a significant delay before a replacement check is issued.

B. Following the Virginia Notary Act.

1. Each notary **MUST** follow the notary laws without exception. No one is allowed to notarize a document without appropriate photo identification and the signatory signing the document in front of

you – no exceptions allowed. Violation of this law is a class 3 misdemeanor and the notary is civilly liable. It will also be grounds for immediate termination of employment from Tucker Griffin Barnes.

2. Virginia notaries are not authorized to certify true copies of birth, death or marriage certificates. Notaries are not authorized to certify true copies of court issued documents. **Note: A notary may REFUSE to notarize a document. Don't let anyone bully you into making an exception.**
3. If notarizing a client's document, you must (a) make a copy of the client's photo identification, (2) stamp your notary seal on the document, (c) date and initial it and (d) place it in the client's file.
4. If notarizing a non-client's document, (a) you must make a copy of the photo identification, (b) stamp your notary seal on the document, (c) date and initial it and (d) record the act in a "Notarial Record Book". Each notary must maintain their notarial record book and photo copies in a file during your tenure with TGB. If you leave TGB's employment, this file must be turned over to Christina.
5. Every effort should be made for the notarial statement to be on the same page as the signature being notarized; however, if they are on a different page, the notarial statement must include the name of the person whose signature is being notarized. Best practice is to include the notarial statement within the body of the document.

Risk Prevention Policies:

A. The Following Situations are Not covered by our E&O Insurance Policy.

1. Providing legal services to TGB employees -- It's up to each attorney whether they want to honor a request from a TGB employee for legal services.
2. Providing investment or tax advice to clients by anyone other than a tax attorney.
3. Notarization of a signature without the physical appearance of the signatory before the notary – See "Following Virginia Notary Act" above.

B. Client Engagement/Non-Engagement, Settlement & Termination Letters.

1. "Fee Agreements or Engagement Letters" are required whenever signing up clients or starting a new matter with existing clients. The document must clearly define who is being represented; service to be performed and billing rate and procedure. A signed agreement must be in the file before starting work.
2. When appropriate, attorneys should use settlement authority letters/email confirming client's permission to settle a case.
3. Closing letters are required whenever a case is completed or terminated early.
4. Attorneys should consider non-engagement letters on a case-by-case basis. If we're not taking a case and there's a SOL or other deadline involved, then the attorney must provide a non-engagement letter advising the client of the SOL (or other deadline) date and recommending they seek additional legal counsel. The basic rule to follow is whether the client's best interests are at risk; if so, then definitely provide a non-engagement letter.

C. Conflicts of Interest

1. A conflict check must always be run before meeting with a client for the first time.
2. If a conflict is waivable, then clients must sign conflict waivers if we're representing the interests of both parties.

D. Statute of Limitation (SOL) Dates, Trial Schedules, other Deadlines etc.

1. Attorneys must use an electronic **dual-control** process for managing SOL/Deadline dates. This means the SOL/Deadline date must be noted in the attorney's PM calendar and in a staff member's PM calendar. In addition to posting the SOL/Deadline date, also activate the "reminder" feature (one month, two weeks & three days out) in PM. Note: Although most staff only use their attorneys PM schedule, everyone still has a PM schedule. By posting the same SOL date on the staff's PM calendar everyone will be notified by the "reminder" feature. If two attorneys within the firm are working on same file, all SOL dates must be placed on both attorneys' calendars.
2. In cases where the firm is co-counseling with an attorney from another law firm, the same dual-control process must be maintained with the TGB attorney and staff.

E. Unauthorized Practice of Law (UPL) by Staff

1. By statute, any person practicing law without being duly authorized or licensed is guilty of a misdemeanor. However, there are recurring questions that each staff member will be expected to answer during the normal course of business. Staff members must meet with their supervising attorney about (a) the appropriate answers to recurring questions from clients/FTCs, and (b) how to frame the answers correctly.

F. Being Served by Sheriff's Deputy/ Private Process Server

1. Legal papers are often "served" by a deputy sheriff or private process server by handing copies to a person at the firm. This "Service" starts the clock running for response time. It is essential that if someone tries to "serve" you, get Mike, Christina or a partner immediately. They will take the papers from the deputy and give them to the right attorney/staff.

BY SIGNING BELOW, I AFFIRM THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE FOREGOING.

EMPLOYEE SIGNATURE

DATE

PRINT NAME