Course Description:

This course will be broken down into fourteen discrete topics, one for each two hour session. During these sessions, the students will be asked to make oral/written presentations based on their analysis of complex fact patterns based on real and hypothetical scenarios, all arising in the day-to-day life of managing a law firm. Against the backdrop of these factual scenarios, the students will be asked to read, analyze and apply discrete portions of a specimen partnership agreement, an employee handbook, an ethical rule and a ground lease to the fact patterns provided. The students will be sitting as an Executive Committee of a law firm.

Class times & location:

Wednesdays, 10:10 am – 12:00 am

Law Offices of Rivkin Radler LLP
926 RXR Plaza
West Tower – Tenth Floor
Conference Room 10A
Uniondale, New York 11556

Professor Rivkin contact information:

Email: john.rivkin@rivkin.com
Telephone: 516-357-3310
Office Hours: By appointment
Secretary: Ms. Diana Dorsey
Email: diana.dorsey@rivkin.com
Telephone: 516-357-3310

Course Materials (available for purchase at the Hofstra University Bookstore):

- STEIN, JACOB A. AND ANDREW M. BEATO, THE LAW OF LAW FIRMS

A binder enclosing the various articles listed as part of the required reading will be distributed at the first class.

Attendance Policy:

The rules of the New York State Court of Appeals, the American Bar Association, and the Law School all require law students to be in good and regular attendance in the courses for which they

are registered. To comply with these rules, you must attend at least 85% of your regularly scheduled classes. A student enrolled in a two-credit course may thus miss no more than two 100-minute class sessions (in other words, two regularly scheduled classes).

I will provide sign-in sheets for each regularly scheduled class, which shall be the dispositive evidence regarding your absence from a given class. Each student is responsible for signing in. Falsification of sign-in sheets is a violation of the code of Academic Conduct.

If you exceed the permitted absences by failing to sign in, you will be administratively withdrawn from the course. No prior notice may be given, and you will receive notification from the Office of the Academic Records indicating the withdrawal. Any such withdrawal may have serious ramifications for your financial aid, academic standing, and date of graduation. If you are excessively absent from several classes, you may face additional sanctions, including but not limited to denial of certification of good and regular attendance to the New York State Board of Law Examiners, or other state bar examiners.

If you believe you must be absent from class for more than the permitted number of classes, you should contact the Office of Student Affairs as soon as possible. Accommodations will be made for students who must be absent for religious reasons and in cases of truly compelling hardship. Any request for an exception made to the Office of Student Affairs must be accompanied with appropriate documentation.

**Lateness:**

Students are expected to be on time to class. However, it is better to come to class late than not at all. You may walk in late if you have a good reason, as long as you don’t abuse this privilege.

**Learning Outcomes:**

Entry Level Capabilities: At the level of proficiency required for effectiveness as an entry level lawyer, and in a manner appropriate to a student’s professional goals, each graduating student must have demonstrated proficiency in:

(a) Strategic planning: developing a plan to accomplish a goal;
(b) Problem solving in light of a client’s objectives: anticipating consequences and assessing risks;
(c) Recognizing the most common ethical and professional liability dilemmas and resolving them with high professional standards;
(d) Negotiating in both dispute and transactional contexts;
(e) Counseling clients;
(f) Interviewing;
(g) Performing basic trial tasks (including using the rules of evidence);
(h) Using procedural tools such as motions and discovery;
(i) Utilizing experts and expert knowledge;
(j) Working collaboratively;
(k) Learning from experience through self-critique;
(l) Managing projects within time and resource limitations;
(m) Presenting orally outside of litigation;
Using technology in legal practice.

Professional Identity and Perspectives: Each graduating student shall learn how to:

(a) Present written and oral communications and conduct him or herself in professional settings in a manner that meets the standards of the legal profession;
(b) Conduct him or herself in accordance with standards of professional conduct;
(c) Fulfill a lawyer’s commitment to competence, integrity, accountability, and social responsibility;
(d) Apply the principles and policies reflected in the law governing lawyers, including a lawyer’s duty of loyalty to clients, fiduciary duties, and obligation of zealous representation.

Expected Student Workload

The American Bar Association requires that you spend at least four hours per week, on average, outside of class studying for this 2-credit course. This is in addition to the two hours a week we spend in class.

Final Grade for the Course:

The final grade for the course will be determined as follows:

- 20% Attendance
- 60% Assignments
- 20% Final Exam

Final Exam:

The final exam will consist of ten essay questions. I will provide more information about the final later in the semester.

Computer Policy:

Computers/laptops will not be allowed in class.

Communications:

The best way to communicate with me is by email at john.rivkin@rivkin.com. My assistant, Diana Dorsey, can direct any telephonic questions to me. She can be reached during normal business hours at (516) 357-3310. If, for whatever reason, you cannot attend class, please email me directly in advance of class and do not leave a message for Ms. Dorsey concerning class attendance.
Assignment Schedule:

Planned assignments, including the estimated class date for which each is due, are set forth below. Unless otherwise notified, you should come to class prepared to discuss a given assignment on the estimated date specified.

<table>
<thead>
<tr>
<th>No</th>
<th>Topic</th>
<th>Book</th>
<th>Article</th>
<th>Estimated Date</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Form/Agreement</td>
<td>Chapters 1 &amp; 3</td>
<td>Five Clauses Every Partnership Agreement Needs</td>
<td>8/22/18 (Wed)</td>
</tr>
<tr>
<td>2</td>
<td>Compensation/Benefits</td>
<td>Chapters 6 &amp; 10</td>
<td>Compensation and Remuneration Revisited</td>
<td>8/29/18 (Wed)</td>
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<tr>
<td>3</td>
<td>Advancement Criteria/Mergers and Lateral/Firings</td>
<td>Chapter 5</td>
<td>Some Questions to Ask Your Managing Partner</td>
<td>9/5/18 (Wed)</td>
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<tr>
<td>4</td>
<td>Executive Committee/Committees</td>
<td>Chapter 2</td>
<td>Dealing With the “Leadership Vacuum”</td>
<td>9/12/18 (Wed)</td>
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<tr>
<td>5</td>
<td>Employee Handbook</td>
<td></td>
<td>The Employee Handbook: Pitfalls ad Importance of Employer Communication</td>
<td>9/26/18 (Wed)</td>
</tr>
<tr>
<td>6</td>
<td>Insurance/Vacation/Payables</td>
<td></td>
<td>Negotiating Your Law Firm’s Malpractice Insurance: How to Avoid Purchasing the “Never Pay Policy”</td>
<td>10/3/18 (Wed)</td>
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<tr>
<td>7</td>
<td>Rates/Receivables/Write Offs</td>
<td>Chapter 8</td>
<td>General Counsel Experiment with Full Contingency Fees</td>
<td>10/10/18 (Wed)</td>
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<tr>
<td>8</td>
<td>Client Intake/Client Firing</td>
<td>Chapter 7</td>
<td>Client Intake Best Practices</td>
<td>10/17/18 (Wed)</td>
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<td>9</td>
<td>Pro Bono/Ethics</td>
<td>Chapter 11</td>
<td>Law Firm Changes: The Ethical Obligations When Lawyers Switch Firms</td>
<td>10/24/18 (Wed)</td>
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<tr>
<td>10</td>
<td>Fiduciary Duties/Barter</td>
<td>Chapter 14</td>
<td>Bartering Catches on in Legal Profession</td>
<td>10/31/18 (Wed)</td>
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<tr>
<td>11</td>
<td>Real Estate Ownership &amp; Leasing</td>
<td></td>
<td>The Financial Rights of a Departing Law Partner</td>
<td>11/7/18 (Wed)</td>
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<td>12</td>
<td>Dissolution/Buy Outs Capital Accounts and Pensions</td>
<td>Chapter 13</td>
<td>Does a Business Partnership Have to be Dissolved if a Partner Leaves?</td>
<td>11/14/18 (Wed)</td>
</tr>
<tr>
<td>13</td>
<td>Name Use/Advertising and Marketing/Branding</td>
<td></td>
<td>Partnership Branding: A Growth Strategy</td>
<td>11/21/18 (Wed)</td>
</tr>
<tr>
<td>14</td>
<td>Website Content/Final Examination Review</td>
<td>Chapter 9</td>
<td>Does Your Law Firm’s Website Bring You Clients?</td>
<td>11/28/18 (Wed)</td>
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