

ENGLISH FOR WORK / LEGAL TEAMS / CLIENTS / PROFESSIONAL JUDGMENT

Law English

Precise language for facts, authority, and carefully bounded advice.



Phil Stilwell

© 2026 Phil Stilwell. All rights reserved.

No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form or by any means without prior written permission from the author, except as permitted by law.

Eight practical lessons. Eleven extended conversations.
Vocabulary, phrase banks, guided speaking, and explained answers.

Revised 2026 edition / Upper-intermediate to advanced

Your route through the book

01 Legal English Mindset: Facts, Issues, Rules, Risk, page 4

Distinguish an allegation from a legal conclusion and identify missing evidence.

02 Client Intake, Scope, Conflicts, and Confidentiality, page 14

Explain intake limits, request necessary identifiers, and avoid implying accepted representation.

03 Litigation Lifecycle: Pleadings, Motions, Deadlines, Strategy, page 28

Escalate a deadline discrepancy and distinguish a calendar entry from verified procedural authority.

04 Discovery, ESI, Privilege Review, and Depositions, page 39

Describe review status and preserve potentially protected material without making a privilege ruling.

05 Legal Research, Authority, and Memo Writing, page 52

Compare authorities and explain a qualified recommendation without overstating precedent.

06 Contracts, Redlines, and Negotiation, page 63

Propose a precise amendment, preserve linked terms, and distinguish a negotiating position from acceptance.

07 Corporate, Compliance, Regulatory, and Investigation Language, page 75

Attribute evidence, protect the investigation process, and communicate an unresolved allegation neutrally.

08 Advocacy, Settlement, Ethics, and Professional Judgment, page 86

Explain negotiating tradeoffs, distinguish proposals from client instructions, and preserve limits on authority.

[Professional communication notes, page 3](#)

[Three additional workplace cases, page 103](#)

[Answers and explanations, page 114](#)

[Phrase finder, page 172](#)

[Vocabulary index, page 174](#)

[References and publication notes, page 179](#)

Suggested study range: B2-C1. This is an editorial study range, not a certified proficiency assessment.

Precision is more than formal vocabulary.

Legal English distinguishes what someone alleges, what a record shows, what an authority says, and what a lawyer concludes. These fictional cases practice those distinctions using primarily US workplace terminology; legal systems and professional roles vary.

Attribute the statement

Identify whether a point comes from a client, a witness, a document, or the reviewing lawyer. A clear attribution avoids silently converting a report into an established fact.

"The client reports late delivery; we have not reviewed the signed agreement."

Name the authority and its limits

A relevant decision is not necessarily controlling. Jurisdiction, court level, facts, procedural posture, and later treatment can affect its use.

"This decision supports the argument by analogy; its binding effect has not been established."

Keep the condition attached

A short summary should preserve material qualifications. An estimate, an option, a proposed term, and an authorized instruction are different things.

"The proposed wording remains subject to client approval and counsel review."

Do not promise a result

Explain known information, options, uncertainty, and next steps within the assigned role. A reassuring tone must not become a guarantee or imply authority the speaker lacks.

"I can confirm the review is scheduled, not that the court will accept the position."

Professional boundaries

Fictional language practice, not legal advice or qualification to practice law. Terminology, duties, privilege, deadlines, and procedure depend on jurisdiction and facts. Actual decisions require authorized counsel and current governing sources. Never use real confidential client material in practice.

A Read the situation

LESSON 01 / LEGAL ENGLISH MINDSET: FACTS, ISSUES, RULES, RISK

Distinguish an allegation from a legal conclusion and identify missing evidence.

A late-delivery email is not the whole contract

A case note says the supplier breached the contract. The team has an email stating that delivery occurred on 18 May, but has not reviewed the signed agreement or amendments. The client says the promised date was 15 May. Ava, a paralegal, prepared the chronology; Daniel, supervising counsel, reviews the analysis. No legal conclusion about breach or remedy has been approved.

People: Ava, Paralegal; Daniel, Supervising counsel.

Read the record

Choose one answer per question using the facts above.

1. What does the available email report?

- A.** Delivery on 18 May
- B.** A signed 15 May contractual deadline
- C.** An agreed damages award
- D.** A court finding of breach

2. Where does the 15 May date currently come from?

- A.** A reviewed signed agreement
- B.** A court judgment
- C.** An approved amendment
- D.** The client's account

3. Which conclusion remains unapproved?

- A.** Whether Daniel supervises the analysis
- B.** Whether the supplier breached an applicable obligation
- C.** Whether an email exists
- D.** Whether Ava prepared a chronology

[Answers and explanations, page 114](#)

B Vocabulary in use

CORE TERMS

fact

A circumstance treated as established on the relevant evidence.

distinguish facts from conclusions

issue

A question requiring analysis or determination.

frame the legal issue

application

Analysis connecting a rule to the relevant facts.

explain the application

evidence

Information offered to support a factual proposition.

assess the supporting evidence

assumption

A proposition used provisionally without establishing it.

state the working assumption

source

The origin of a statement or piece of information.

identify the source

allegation

An assertion that has not necessarily been established.

attribute an allegation

rule

A governing proposition whose applicability must be assessed.

identify the applicable rule

conclusion

A reasoned determination drawn from the analysis.

qualify the conclusion

inference

A conclusion drawn from other information.

identify an evidential inference

chronology

An ordered account of events over time.

prepare a sourced chronology

corroboration

Additional support for an account or proposition.

seek independent corroboration

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

fact **FACT**

distinguish facts from conclusions

Keep the meaning precise: A circumstance treated as established on the relevant evidence.

conclusion **CONCLUSION**

qualify the conclusion

Keep the meaning precise: A reasoned determination drawn from the analysis.

B Precision and professional shorthand

EXTEND YOUR RANGE

agreement

An arrangement whose terms and legal effect require context.

review the signed agreement

breach

Failure to comply with an applicable legal or contractual duty.

assess an alleged breach

damages

Monetary relief sought or awarded for a legal wrong; its basis and purpose vary.

distinguish damages from a claimed loss

materiality

The significance of a fact or term in its legal context.

assess materiality

reservation

A stated concern or limit on a position.

express a reservation

preliminary

Initial and subject to further review.

label the analysis preliminary

obligation

A requirement imposed by a relevant legal or contractual source.

identify the disputed obligation

remedy

A form of relief potentially available for a legal wrong.

evaluate available remedies

causation

The legally relevant connection between conduct and consequence.

analyze causation

qualification

A condition or limit attached to a statement.

preserve a material qualification

exposure

Potential adverse legal or financial consequence.

assess potential exposure

factual record

The assembled information relevant to the matter.

complete the factual record

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

corroboration **CORROBORATION**

seek independent corroboration

Keep the meaning precise: Additional support for an account or proposition.

damages **DAMAGES**

distinguish damages from a claimed loss

Keep the meaning precise: Monetary relief sought or awarded for a legal wrong; its basis and purpose vary.

Phrases that move the work forward

Attribute a report

The client reports that 15 May was the promised date.

Separate a conclusion

We have not yet established the applicable contractual deadline.

Qualify the note

The potential breach analysis remains preliminary.

Avoid a guarantee

We cannot infer an available remedy from the date alone.

Distinguish evidence

That supports the delivery date, not necessarily the promised date.

Check an assumption

Are we assuming the email varied the signed terms?

Invite correction

Which part of the chronology conflicts with the source record?

Separate loss and relief

The claimed loss and recoverable damages are different questions.

State the record

The email records delivery on 18 May.

Identify missing material

We need the signed agreement and any relevant amendments.

Frame the issue

The question is which delivery obligation governed this shipment.

Close with a task

I will assemble the documents and identify each source in the chronology.

Preserve attribution

Please retain "the client reports" in the shortened summary.

Name an inference

That is an inference from the sequence, not an express statement in the document.

Limit certainty

The record may support that position, subject to the remaining review.

Confirm review status

Counsel has not approved a final conclusion on breach or remedy.

Precision in real exchanges

Purpose: Identify missing material

Useful wording: We need the signed agreement and any relevant amendments.

Purpose: Qualify the note

Useful wording: The potential breach analysis remains preliminary.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which sentence accurately describes the available record?

- A.** The signed agreement conclusively requires delivery by 15 May.
- B.** A court has found the supplier liable.
- C.** Damages are automatically the difference between the dates.
- D.** The client reports a 15 May promise; the email records delivery on 18 May.

2. Which word best signals an initial analysis?

- A.** executed
- B.** final
- C.** preliminary
- D.** adjudicated

3. A colleague needs the term for this meaning: A governing proposition whose applicability must be assessed. Which term fits?

- A.** reservation
- B.** breach
- C.** rule
- D.** assumption

D Choose the response that fits / continued

4. Rebuild the exchange from "A late-delivery email is not the whole contract". Ava: "Would client alleges breach work as a heading if I immediately explain that the governing terms haven't been reviewed?" Daniel: [missing response] Ava: "I'll request the signed agreement. Do we also need later changes that might have affected this particular shipment?" Which response belongs in the gap?

- A.** Ask which reviewed term establishes the obligation. The numerical interval is clear, but the applicable duty and its legal effect still need a basis.
- B.** Keep that attribution in the opening. The client's reported promise and the email's delivery statement are different sources, not verified matching contract terms.
- C.** I will. Once the terms and evidence are assembled, we can complete the analysis without making the chronology itself carry an unsupported legal conclusion.
- D.** Yes, present the client's allegation as their position. Then identify what we need to check rather than leaving the heading to do the analysis.

[Answers and explanations, page 114](#)

One useful distinction

The email and client account are sources to assess, not interchangeable proof of the signed terms. Delivery on 18 May does not alone establish breach of a 15 May contractual obligation, particularly when the agreement and amendments remain unreviewed.

E Conversation

A late-delivery email is not the whole contract

A late-delivery email is not the whole contract

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

conclusion / factual record / analysis / Causation / preliminary / attribution /
qualification / amendments / allegation / obligation

- 01 **Ava:** My chronology says the supplier breached by delivering three days late. I have the email stating delivery on 18 May and the client's account of a fifteenth-of-May promise.
- 02 **Daniel:** We need to qualify that ¹ _____. Have you reviewed the signed agreement and amendments, or only the email and client account?
- 03 **Ava:** Only those two sources so far. I can say who supplied each date, but I can't yet say which contractual deadline governed.
- 04 **Daniel:** Keep that ² _____ in the opening. The client's reported promise and the email's delivery statement are different sources, not verified matching contract terms.
- 05 **Ava:** Would client alleges breach work as a heading if I immediately explain that the governing terms haven't been reviewed?
- 06 **Daniel:** Yes, present the client's ³ _____ as their position. Then identify what we need to check rather than leaving the heading to do the analysis.
- 07 **Ava:** I'll request the signed agreement. Do we also need later changes that might have affected this particular shipment?
- 08 **Daniel:** Yes, the relevant ⁴ _____. A complete initial agreement may still be insufficient if the parties later changed the applicable delivery obligation.
- 09 **Ava:** Some chronology entries summarize telephone calls. I'll label those as the client's account instead of making them look like quotations from documents.
- 10 **Daniel:** Good. The ⁵ _____ should show the source and its limits. That lets us identify what is documented and what needs further support.

Conversation continues on the next page.

A late-delivery email is not the whole contract

CONVERSATION / CONTINUED

- 11 **Ava:** The client also reports a lost sale. I put the claimed amount under damages, but that heading could sound like we've assessed recovery.
- 12 **Daniel:** Use claimed loss for now. ⁶ _____, recoverability and amount still need review; a reported loss does not settle those questions.
- 13 **Ava:** I'll move it to a separate entry and retain the source. The short team update should carry the same limit as the detailed chronology.
- 14 **Daniel:** Exactly. Keep the ⁷ _____ beside the claim when shortening it. Don't let the brief version sound final while the longer version says the terms are missing.
- 15 **Ava:** A colleague wants to retain three days late because the dates are clear. Which question would test that wording without dismissing the chronology?
- 16 **Daniel:** Ask which reviewed term establishes the ⁸ _____. The numerical interval is clear, but the applicable duty and its legal effect still need a basis.
- 17 **Ava:** My new opening will distinguish the reported fifteenth-of-May promise from the email's eighteenth-of-May delivery statement, with breach and remedies still under review.
- 18 **Daniel:** That is appropriately ⁹ _____. Add who is requesting the missing documents so the note leads to a specific next step.
- 19 **Ava:** I'll request the signed agreement and relevant changes today, with the source references attached. Please review the revised note before any client assessment goes out.
- 20 **Daniel:** I will. Once the terms and evidence are assembled, we can complete the ¹⁰ _____ without making the chronology itself carry an unsupported legal conclusion.

CHECK THE GAPS

1. conclusion / **2.** attribution / **3.** allegation / **4.** amendments / **5.** factual record / **6.** Causation / **7.** qualification / **8.** obligation / **9.** preliminary / **10.** analysis

[Why these answers fit, page 115](#)

F Check accuracy and scope

A late-delivery email is not the whole contract

Return to the case

A case note says the supplier breached the contract. The team has an email stating that delivery occurred on 18 May, but has not reviewed the signed agreement or amendments. The client says the promised date was 15 May. Ava, a paralegal, prepared the chronology; Daniel, supervising counsel, reviews the analysis. No legal conclusion about breach or remedy has been approved.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. Which request targets the missing contractual basis?

- A. Please calculate a guaranteed recovery now.
- B. Please treat the client's date as a court finding.
- C. Please obtain the signed agreement and relevant amendments.
- D. Please remove all qualifications from the summary.

2. Which distinction matters before recommending a remedy?

- A. A chronology heading as proof of breach
- B. A reported promise as an automatically verified contractual duty
- C. A delivery interval as an automatically calculated award
- D. Claimed loss versus legally recoverable damages

[Answers and explanations, page 117](#)

Listen for the distinction

Switch roles. Request the signed agreement and amendments, keeping claimed loss distinct from recoverable damages.

Qualify the conclusion without weakening the factual report

Legal colleagues may challenge a sentence sharply because one verb changes its status. "Reports," "shows," "suggests," and "establishes" convey different levels and sources of support. Attribute each point and identify what further review is needed.

F Say it / transfer to a new case

A termination email without the governing clause

A client reports that a supplier ended service early. The team has the termination email but has not reviewed the governing termination clause or amendments. No conclusion on validity is approved.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

preliminary / reports / clause / summary

- 01 **Paralegal:** The client ¹ _____ that service ended early.
- 02 **Counsel:** Obtain the governing termination ² _____ and any amendments.
- 03 **Paralegal:** Until that review, the validity assessment remains ³ _____.
- 04 **Counsel:** Keep that qualification attached to the ⁴ _____ circulated internally.

CHECK THE GAPS

1. reports / 2. clause / 3. preliminary / 4. summary

[Why these answers fit, page 117](#)

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "A late-delivery email is not the whole contract". Ava: "I'll move it to a separate entry and retain the source. The short team update should carry the same limit as the detailed chronology." Daniel: [missing response] Ava: "A colleague wants to retain three days late because the dates are clear. Which question would test that wording without dismissing the chronology?" Which response belongs in the gap?

- A.** Exactly. Keep the qualification beside the claim when shortening it. Don't let the brief version sound final while the longer version says the terms are missing.
- B.** Ask which reviewed term establishes the obligation. The numerical interval is clear, but the applicable duty and its legal effect still need a basis.
- C.** Yes, present the client's allegation as their position. Then identify what we need to check rather than leaving the heading to do the analysis.
- D.** I will. Once the terms and evidence are assembled, we can complete the analysis without making the chronology itself carry an unsupported legal conclusion.

[Answers and explanations, page 118](#)

A Read the situation

LESSON 02 / CLIENT INTAKE, SCOPE, CONFLICTS, AND CONFIDENTIALITY

Explain intake limits, request necessary identifiers, and avoid implying accepted representation.

An urgent inquiry before the conflicts review is complete

A prospective client, Mira, has emailed a detailed dispute account and asks whether to send a demand today. The conflicts review is incomplete. Leo is an intake coordinator, not the reviewing lawyer. The firm's procedure requires the parties' names and related entities before the assigned lawyer can decide whether the firm may accept the matter. No acceptance or advice has been authorized. Mira mentions a possible deadline but supplies no document establishing it.

People: Mira, Prospective client; Leo, Intake coordinator.

Read the record

Choose one answer per question using the facts above.

1. What remains incomplete?

- A.** The conflicts review
- B.** A signed settlement
- C.** A court hearing already held
- D.** A confirmed demand strategy

2. What may Leo accurately describe?

- A.** The guaranteed outcome of a demand
- B.** The final legal deadline
- C.** A confirmed acceptance by the firm
- D.** The intake process and information needed for review

3. How should the mentioned deadline be treated?

- A.** As automatically extended by intake
- B.** As canceled because no document was attached
- C.** As a confirmed filing date calculated by Leo
- D.** As an unverified urgent point for the assigned reviewer

[Answers and explanations, page 119](#)

B Vocabulary in use

CORE TERMS

intake

The process of receiving and assessing an initial inquiry.

complete the intake record

engagement

An accepted professional assignment with defined scope.

confirm the engagement scope

scope of representation

The matters and services covered by an engagement.

define the scope of representation

conflict of interest

Competing interests or duties relevant to professional judgment.

assess a potential conflict

related entity

An organization connected to a relevant party.

list related entities

confidentiality

Duties or expectations restricting use and disclosure of information.

protect confidential information

prospective client

A person seeking legal representation or advice.

handle a prospective-client inquiry

engagement letter

A document recording terms of a professional assignment.

review the engagement letter

conflict check

Review for interests or duties that may affect acceptance.

complete a conflict check

adverse party

A person or entity with an opposing interest in the matter.

identify the adverse party

affiliate

An entity connected through ownership or control in context.

identify corporate affiliates

privilege

A legally recognized protection affecting compelled disclosure in defined circumstances.

assess a privilege question

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

intake **INTAKE**

complete the intake record

Keep the meaning precise: The process of receiving and assessing an initial inquiry.

conflict check **CONFLICT CHECK**

complete a conflict check

Keep the meaning precise: Review for interests or duties that may affect acceptance.

B Precision and professional shorthand

EXTEND YOUR RANGE

informed consent

Agreement following adequate information and explanation under applicable rules.

refer informed-consent questions to counsel

screening

A controlled process limiting involvement or access where applicable.

follow an approved screening process

retainer

A term used for an engagement or fee arrangement, depending on context.

clarify the retainer terms

matter number

An identifier assigned to a legal matter or inquiry.

reference the matter number

authorization

Permission to perform a specified action.

confirm advice authorization

waiver

Relinquishment or loss of a right or protection, depending on context.

avoid assuming a waiver

referral

Direction to another appropriate professional or service.

coordinate a permitted referral

fee arrangement

Terms governing charges for professional work.

explain the approved fee arrangement

identity verification

Confirmation of relevant identifying information.

complete identity verification

acceptance

Agreement to take on the specified professional work.

confirm acceptance of the matter

B Precision and professional shorthand / continued

non-engagement

A decision or communication that specified work is not being accepted.

route a non-engagement communication for review

urgent inquiry

A request whose timing may require prompt attention.

escalate an urgent inquiry

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

privilege PRIVILEGE

assess a privilege question

Keep the meaning precise: A legally recognized protection affecting compelled disclosure in defined circumstances.

retainer RETAINER

clarify the retainer terms

Keep the meaning precise: A term used for an engagement or fee arrangement, depending on context.

Phrases that move the work forward

Acknowledge receipt

I have received your inquiry and noted the urgency.

Limit the role

I can explain intake, but I am not authorized to advise on the demand.

Avoid implied acceptance

I cannot confirm that the firm has accepted the matter.

Route the concern

I will flag the possible deadline for the assigned lawyer's review.

Separate questions

Acceptance, scope, and advice are separate decisions.

Avoid a privilege promise

Questions about legal protection require the reviewing lawyer's assessment.

Confirm receipt only

This acknowledgment confirms receipt, not authorization to send a demand.

Preserve an unknown

The deadline has been mentioned but not established from a reviewed document.

State the stage

The conflicts review is still in progress.

Request identifiers

Please provide the parties' names and relevant related entities through the approved channel.

Protect the deadline

Do not assume the intake process changes any existing deadline.

Close with a status

The next message will confirm the review status, not a guaranteed outcome.

Handle sensitive material

We will handle the information under the applicable intake procedure.

Check entity names

Is that the contracting entity or a related trading name?

Clarify scope

Which specific matter are you asking the firm to assess?

Refer appropriately

I will ask the authorized reviewer how to communicate the next step.

Precision in real exchanges

Purpose: Request identifiers

Useful wording: Please provide the parties' names and relevant related entities through the approved channel.

Purpose: Avoid implied acceptance

Useful wording: I cannot confirm that the firm has accepted the matter.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which acknowledgment avoids implying substantive advice?

- A.** Your email guarantees that the firm represents you.
- B.** No signed letter means the information has no protection.
- C.** We received your inquiry; conflicts review and any acceptance decision remain pending.
- D.** We received your inquiry, so send the demand today.

2. Which question supports the stated conflict process?

- A.** What are the names of the opposing party and related entities?
- B.** Can we treat the trading name as the only relevant entity?
- C.** Can urgency replace the unfinished conflicts review?
- D.** Can prior contact with the firm establish acceptance of this matter?

3. A colleague needs the term for this meaning: A document recording terms of a professional assignment. Which term fits?

- A.** authorization
- B.** screening
- C.** related entity
- D.** engagement letter

D Choose the response that fits / continued

4. Rebuild the exchange from "An urgent inquiry before the conflicts review is complete". Mira: "What information is missing for that check? I gave the supplier's trading name, but the contract uses a different company name and I am not sure which matters." Leo: [missing response] Mira: "I can send the contract page identifying them. Should I send every document now, or wait for confirmation of what the review needs?" Which response belongs in the gap?

- A.** Please provide both through the approved intake route, along with relevant related entities. The reviewer needs to identify the actual parties rather than assume two names refer to the same organization.
- B.** I cannot make that privilege assessment or advise on onward disclosure. I will refer the question to the lawyer instead of promising protection that depends on the circumstances.
- C.** We handle it under the applicable procedure. Questions about confidentiality and the duties arising from your contact go to the reviewing lawyer, not to an assumption that no signed letter means no obligations.
- D.** Thank you. I will record those distinctions and seek the authorized next step. The update will address the intake status, the urgent timing question, and who is responsible for further communication.

[Answers and explanations, page 119](#)

One useful distinction

Receipt of an inquiry is not a reliable basis for assuming accepted representation or advice. Duties involving prospective-client information can arise independently of a signed engagement letter. Applicable rules and facts require counsel review.

E Conversation

An urgent inquiry before the conflicts review is complete

An urgent inquiry before the conflicts review is complete

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

privilege / inquiry / related entities / confidentiality / urgent inquiry / intake / scope / receipt / acceptance / next step

- 01 **Mira:** I sent the full dispute account this morning. The supplier is pressing me for a response, and I need to know whether I should send a demand today.
- 02 **Leo:** I have received your ¹ _____ and noted the urgency. I coordinate intake, but I am not the lawyer reviewing the proposed demand.
- 03 **Mira:** Does that mean the firm is already acting for me? I assumed opening the email would start the engagement immediately.
- 04 **Leo:** I cannot confirm ² _____. The assigned lawyer must review the matter, including the incomplete conflict check, before we can communicate the authorized position.
- 05 **Mira:** What information is missing for that check? I gave the supplier's trading name, but the contract uses a different company name and I am not sure which matters.
- 06 **Leo:** Please provide both through the approved intake route, along with relevant ³ _____. The reviewer needs to identify the actual parties rather than assume two names refer to the same organization.
- 07 **Mira:** I can send the contract page identifying them. Should I send every document now, or wait for confirmation of what the review needs?
- 08 **Leo:** Follow the requested ⁴ _____ steps. I will ask the assigned lawyer what additional material is needed and explain the approved channel for providing it.
- 09 **Mira:** I also mentioned a possible deadline at the end of the week. I do not have the notice in front of me, so I cannot confirm its wording.
- 10 **Leo:** I will flag that as an ⁵ _____. Do not assume our intake process changes any existing deadline. The document and timing need qualified review.

Conversation continues on the next page.

An urgent inquiry before the conflicts review is complete

CONVERSATION / CONTINUED

- 11 **Mira:** Thank you. I want to be sure that sending sensitive information before acceptance does not mean it can simply be shared with anyone who asks about the dispute.
- 12 **Leo:** We handle it under the applicable procedure. Questions about ⁶ _____ and the duties arising from your contact go to the reviewing lawyer, not to an assumption that no signed letter means no obligations.
- 13 **Mira:** Is every email I send automatically privileged, then? I was thinking of forwarding the whole exchange to a business partner so they can help me decide.
- 14 **Leo:** I cannot make that ⁷ _____ assessment or advise on onward disclosure. I will refer the question to the lawyer instead of promising protection that depends on the circumstances.
- 15 **Mira:** One more thing: the employment issue in the attachment is background. I'm asking you to handle the supplier dispute. Can you make that clear?
- 16 **Leo:** Yes. Clarifying the requested ⁸ _____ helps the reviewer understand what work you are seeking. It does not mean that either matter has already been accepted.
- 17 **Mira:** I will provide the names and possible deadline document through that route. Please confirm when the materials reach the reviewer.
- 18 **Leo:** I can confirm ⁹ _____ and review status. I cannot promise the firm's decision or recommend sending the demand before authorized advice is available.
- 19 **Mira:** Understood. I'll send the party names and the notice now. Please flag the timing to the lawyer; I need to know the next step urgently.
- 20 **Leo:** Thank you. I will record those distinctions and seek the authorized ¹⁰ _____. The update will address the intake status, the urgent timing question, and who is responsible for further communication.

CHECK THE GAPS

1. inquiry / 2. acceptance / 3. related entities / 4. intake / 5. urgent inquiry / 6. confidentiality / 7. privilege / 8. scope / 9. receipt / 10. next step

[Why these answers fit, page 121](#)

F Check accuracy and scope

An urgent inquiry before the conflicts review is complete

Return to the case

A prospective client, Mira, has emailed a detailed dispute account and asks whether to send a demand today. The conflicts review is incomplete. Leo is an intake coordinator, not the reviewing lawyer. The firm's procedure requires the parties' names and related entities before the assigned lawyer can decide whether the firm may accept the matter. No acceptance or advice has been authorized. Mira mentions a possible deadline but supplies no document establishing it.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. Which claim exceeds Leo's role?

- A.** The proposed demand is legally safe to send today.
- B.** The assigned reviewer has been notified.
- C.** The conflict review is incomplete.
- D.** The inquiry has been received.

2. What does confidentiality not automatically establish?

- A.** That access should be controlled under the applicable process
- B.** That counsel may need to review a disclosure question
- C.** That every communication is protected by evidentiary privilege
- D.** That information requires appropriate handling

[Answers and explanations, page 122](#)

Listen for the distinction

Switch roles. Request the party names and deadline document through the approved route without promising privilege or changing any deadline.

Be helpful without implying a decision

A friendly intake response can be mistaken for agreement to act. Explain the current status, the information needed, and the limits of your role. Do not imply that unaccepted representation means information can be shared freely; duties concerning prospective clients require appropriate review.

F Say it / transfer to a new case

A former client, a new dispute

A former client emails a new supplier dispute. The prior engagement concerned a different matter. The new conflicts and scope reviews are incomplete, and an assistant has no authority to accept it.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

inquiry / pending / reviewer / scope

- 01 **Assistant:** We received your new ¹ _____ about the supplier.
- 02 **Client:** Does the earlier engagement establish the new ² _____?
- 03 **Assistant:** The new conflicts review and acceptance decision remain ³ _____.
- 04 **Client:** Please route the question to the authorized ⁴ _____.

CHECK THE GAPS

1. inquiry / 2. scope / 3. pending / 4. reviewer

[Why these answers fit, page 122](#)

F Say it / transfer to a new case / continued

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "An urgent inquiry before the conflicts review is complete".
Mira: "Is every email I send automatically privileged, then? I was thinking of forwarding the whole exchange to a business partner so they can help me decide." Leo: [missing response] Mira: "One more thing: the employment issue in the attachment is background. I'm asking you to handle the supplier dispute. Can you make that clear?"
Which response belongs in the gap?

- A.** Please provide both through the approved intake route, along with relevant related entities. The reviewer needs to identify the actual parties rather than assume two names refer to the same organization.
- B.** I will flag that as an urgent inquiry. Do not assume our intake process changes any existing deadline. The document and timing need qualified review.
- C.** Yes. Clarifying the requested scope helps the reviewer understand what work you are seeking. It does not mean that either matter has already been accepted.
- D.** I cannot make that privilege assessment or advise on onward disclosure. I will refer the question to the lawyer instead of promising protection that depends on the circumstances.

[Answers and explanations, page 123](#)

Review 1 / Meaning and context

Use language from the lessons you have completed. Choose one answer per question.

Case file

Revisit "Legal English Mindset: Facts, Issues, Rules, Risk" and "Client Intake, Scope, Conflicts, and Confidentiality". Choose precise terminology, then reconstruct the missing responses using both neighboring turns. The final two questions also revisit earlier conversations.

1. A colleague needs the term for this meaning: A question requiring analysis or determination. Which term fits?

- A. qualification
- B. inference
- C. obligation
- D. issue

2. A colleague needs the term for this meaning: A person or entity with an opposing interest in the matter. Which term fits?

- A. matter number
- B. informed consent
- C. adverse party
- D. intake

3. Rebuild the exchange from "A late-delivery email is not the whole contract". Ava: "Some chronology entries summarize telephone calls. I'll label those as the client's account instead of making them look like quotations from documents." Daniel: [missing response] Ava: "The client also reports a lost sale. I put the claimed amount under damages, but that heading could sound like we've assessed recovery." Which response belongs in the gap?

- A. Ask which reviewed term establishes the obligation. The numerical interval is clear, but the applicable duty and its legal effect still need a basis.
- B. Good. The factual record should show the source and its limits. That lets us identify what is documented and what needs further support.
- C. Keep that attribution in the opening. The client's reported promise and the email's delivery statement are different sources, not verified matching contract terms.
- D. Yes, present the client's allegation as their position. Then identify what we need to check rather than leaving the heading to do the analysis.

Review 1 / Meaning and context / continued

4. Rebuild the exchange from "An urgent inquiry before the conflicts review is complete". Mira: "I will provide the names and possible deadline document through that route. Please confirm when the materials reach the reviewer." Leo: [missing response] Mira: "Understood. I'll send the party names and the notice now. Please flag the timing to the lawyer; I need to know the next step urgently." Which response belongs in the gap?

- A.** I can confirm receipt and review status. I cannot promise the firm's decision or recommend sending the demand before authorized advice is available.
- B.** I have received your inquiry and noted the urgency. I coordinate intake, but I am not the lawyer reviewing the proposed demand.
- C.** Follow the requested intake steps. I will ask the assigned lawyer what additional material is needed and explain the approved channel for providing it.
- D.** I cannot confirm acceptance. The assigned lawyer must review the matter, including the incomplete conflict check, before we can communicate the authorized position.

[Answers and explanations, page 154](#)

A Read the situation

LESSON 03 / LITIGATION LIFECYCLE: PLEADINGS, MOTIONS, DEADLINES, STRATEGY

Escalate a deadline discrepancy and distinguish a calendar entry from verified procedural authority.

Two dates in the task list, neither verified as controlling

A litigation task list shows 12 October from an internal planning email and 15 October from a document labeled proposed schedule. The team has not located a signed scheduling order or confirmed the applicable deadline rules. Elise coordinates the file; Karim is supervising litigation counsel. No extension has been confirmed. Counsel must verify the controlling deadline; the team cannot treat the later date as approved merely because it appears in a document.

People: Elise, Litigation coordinator; Karim, Supervising litigation counsel.

Read the record

Choose one answer per question using the facts above.

1. Where does 15 October currently appear?

- A. A confirmed court extension
- B. An approved final judgment
- C. A document labeled proposed schedule
- D. A located signed order

2. What has not been confirmed?

- A. Whether an internal email exists
- B. Whether counsel supervises the matter
- C. The controlling deadline and any extension
- D. Whether the task list has two dates

3. Who must verify the deadline?

- A. An unrelated client contact
- B. The later-dated document automatically
- C. Karim, supervising counsel
- D. The calendar software by itself

[Answers and explanations, page 124](#)

B Vocabulary in use

CORE TERMS

pleading

A formal statement of claims or defenses, such as a complaint or answer under applicable procedure.

review the pleading

answer

A formal response to a complaint under applicable procedure.

prepare an answer for review

brief

A written presentation of legal argument in context.

review the supporting brief

order

A direction or decision issued by the court.

locate the signed order

docket

The court's record or list of proceedings and filings.

check the docket record

service

Formal delivery of legal documents under applicable rules.

confirm service details

complaint

A document commencing a civil claim in relevant systems.

identify the filed complaint

motion

A request for a court to make an order or decision.

file a motion when authorized

hearing

A proceeding before a court or decision-maker.

confirm the hearing details

scheduling order

A court order setting procedural dates or requirements.

verify the scheduling order

filing

Submission of a document through the applicable court process.

verify filing status

proof of service

A record supporting that formal delivery occurred.

review proof of service

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

pleading PLEADING

review the pleading

Keep the meaning precise: A formal statement of claims or defenses, such as a complaint or answer under applicable procedure.

hearing HEARING

confirm the hearing details

Keep the meaning precise: A proceeding before a court or decision-maker.

B Precision and professional shorthand

EXTEND YOUR RANGE

deadline

The time by which a required action must occur.
verify the controlling deadline

stipulation

An agreement between parties with context-dependent procedural effect.
review a proposed stipulation

entered order

An order recorded through the court's process.
verify entry of the order

procedural posture

The stage and current status of litigation.
explain the procedural posture

venue

The proper geographical location or forum for a proceeding.
distinguish venue from jurisdiction

default

A failure to take a required procedural step, with context-specific consequences.
avoid an unsupported default conclusion

extension

An authorized enlargement of the applicable time period.
confirm an extension

proposed order

Draft wording submitted for possible court adoption.
distinguish a proposed order from an issued order

calendar entry

An internal scheduling record or reminder.
reconcile calendar entries

jurisdiction

A court's authority or the relevant legal system in context.
identify the relevant jurisdiction

continuance

A postponement of a proceeding under applicable procedure.
confirm a granted continuance

case management

Coordination of litigation steps and progress.
update the case-management record

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

proof of service **PROOF OF SERVICE**

review proof of service

Keep the meaning precise: A record supporting that formal delivery occurred.

entered order **ENTERED ORDER**

verify entry of the order

Keep the meaning precise: An order recorded through the court's process.

Phrases that move the work forward

Flag the discrepancy

The task list contains two dates from different sources.

Preserve document status

The document is marked proposed, not confirmed as entered.

Avoid assuming an extension

We have not confirmed any extension of time.

Assign verification

Counsel needs to confirm which deadline governs this task.

Clarify the action

Does this date concern filing, service, or a hearing?

Avoid convenience-based choice

We should not choose the later date because it gives more time.

Record provenance

Attach the source and review status to the confirmed calendar instruction.

Distinguish a request

A requested extension is not a confirmed extension.

Identify each source

Twelve October comes from an internal email; fifteen October appears in a proposed schedule.

Request authority

Please verify the controlling order and applicable rule.

Separate record and rule

The calendar entry records a date; it does not establish its authority.

Close the escalation

I will keep the discrepancy visible until the verified instruction is recorded.

Check a version

Is this the latest issued order or a circulated draft?

Preserve the earlier warning

Do not remove the earlier reminder without verified instructions.

Report missing material

The signed scheduling order has not yet been located.

Confirm the handoff

Please acknowledge who is verifying the deadline and when the team will be updated.

Precision in real exchanges

Purpose: Request authority

Useful wording: Please verify the controlling order and applicable rule.

Purpose: Avoid assuming an extension

Useful wording: We have not confirmed any extension of time.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which update preserves the document status?

- A.** The deadline is extended because the team requested more time.
- B.** The later date appears in a proposed schedule; counsel has not confirmed it controls.
- C.** The court approved the later date because it appears in a file.
- D.** The internal email automatically overrides every order.

2. Which question narrows the procedural task?

- A.** Which date leaves the team more preparation time?
- B.** Can a proposed schedule replace the reminder immediately?
- C.** Does a later document automatically control an earlier one?
- D.** Does the date govern filing, service, or the hearing?

3. A colleague needs the term for this meaning: A request for a court to make an order or decision. Which term fits?

- A.** docket
- B.** venue
- C.** motion
- D.** stipulation

D Choose the response that fits / continued

4. Rebuild the exchange from "Two dates in the task list, neither verified as controlling". Elise: "I will check the authorized file sources and flag the missing order. Should I also confirm whether the response task means filing the document or serving it?" Karim: [missing response] Elise: "The email simply says response due. I will preserve that wording rather than silently changing it to a filing instruction." Which response belongs in the gap?

- A.** Yes. Filing and service can be different requirements. Identify the procedural act before we try to resolve a date attached to an imprecise task description.
- B.** Thank you. A clear handoff makes this safer: known sources, unknown controlling effect, named reviewer, and no assumption that a later date is automatically available.
- C.** Preserve the appropriate audit trail under the firm's procedure. Correct the operational instruction clearly, but do not erase the reason we investigated the mismatch.
- D.** Good. We need the relevant rule, order, and procedural posture. I will verify the legal effect; you can gather the sources and their recorded status.

[Answers and explanations, page 124](#)

One useful distinction

Proposed, requested, agreed, signed, entered, and effective may describe different procedural states. The controlling source and legal effect require counsel review. This fictional exercise supplies no rule for calculating an actual deadline.

E Conversation

Two dates in the task list, neither verified as controlling

Two dates in the task list, neither verified as controlling

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

deadline / extension / handoff / procedural posture / proposed / case management /
audit trail / authority / controlling source / Filing

- 01 **Elise:** I found two dates for the response task: 12 October in the planning email and 15 October in a document called proposed schedule. Which should I put on the calendar?
- 02 **Karim:** Keep both sources visible while I verify the ¹ _____. Has anyone located an issued scheduling order or confirmed an extension affecting this task?
- 03 **Elise:** Not yet. The later document was circulated by the other team, but our copy does not show that the court signed or entered it. I nearly treated its title as enough.
- 04 **Karim:** Retain the word ² _____ in every update. We cannot turn a circulated schedule into an effective court direction just by copying its date into our task list.
- 05 **Elise:** I will check the authorized file sources and flag the missing order. Should I also confirm whether the response task means filing the document or serving it?
- 06 **Karim:** Yes. ³ _____ and service can be different requirements. Identify the procedural act before we try to resolve a date attached to an imprecise task description.
- 07 **Elise:** The email simply says response due. I will preserve that wording rather than silently changing it to a filing instruction.
- 08 **Karim:** Good. We need the relevant rule, order, and ⁴ _____. I will verify the legal effect; you can gather the sources and their recorded status.
- 09 **Elise:** The team has started planning around the fifteenth. That document looks formal, but I can't find an entry showing it was approved.
- 10 **Karim:** Appearance and convenience do not establish ⁵ _____. Do not remove the earlier reminder without verified instructions while we resolve the discrepancy promptly.

Conversation continues on the next page.

Two dates in the task list, neither verified as controlling

CONVERSATION / CONTINUED

- 11 **Elise:** I will mark the conflict unresolved and name you as reviewer, so nobody mistakes the later entry for a settled extension.
- 12 **Karim:** Exactly. A requested ⁶ _____ is not a confirmed one. If the record shows a request, report the request and keep its outcome separate.
- 13 **Elise:** What should I tell the team now? They need to plan work, but I do not want an administrative update to sound like an opinion on which deadline controls.
- 14 **Karim:** Say that two sources conflict and counsel is verifying the ⁷ _____. Identify the missing material, the owner, and the urgency without suggesting the uncertainty permits delay.
- 15 **Elise:** Once you confirm the instruction, I will record the required act, date, source reference, and who verified it. Should the earlier conflicting entries remain in the history?
- 16 **Karim:** Preserve the appropriate ⁸ _____ under the firm's procedure. Correct the operational instruction clearly, but do not erase the reason we investigated the mismatch.
- 17 **Elise:** I will also check whether any dependent preparation tasks used the later date. A correction could affect review time even if the filing work itself has not started.
- 18 **Karim:** That is useful ⁹ _____. Keep those planning consequences separate from the legal determination so the team knows which question each update answers.
- 19 **Elise:** I'll send both sources now and flag the conflict as urgent. I'll keep the earlier reminder while you verify the instruction, then update the team.
- 20 **Karim:** Thank you. A clear ¹⁰ _____ makes this safer: known sources, unknown controlling effect, named reviewer, and no assumption that a later date is automatically available.

CHECK THE GAPS

1. deadline / 2. proposed / 3. Filing / 4. procedural posture / 5. authority / 6. extension / 7. controlling source / 8. audit trail / 9. case management / 10. handoff

[Why these answers fit, page 125](#)

F Check accuracy and scope

Two dates in the task list, neither verified as controlling

Return to the case

A litigation task list shows 12 October from an internal planning email and 15 October from a document labeled proposed schedule. The team has not located a signed scheduling order or confirmed the applicable deadline rules. Elise coordinates the file; Karim is supervising litigation counsel. No extension has been confirmed. Counsel must verify the controlling deadline; the team cannot treat the later date as approved merely because it appears in a document.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. What does an unconfirmed extension request establish?

- A. Every deadline is automatically suspended.
- B. The later requested date now controls.
- C. No further verification is needed.
- D. A request has been made, not that more time is authorized.

2. Which record is most useful after counsel verifies the instruction?

- A. A deleted history of the earlier discrepancy
- B. A statement that all future deadlines are settled
- C. The date, required act, authoritative source, and confirmation owner
- D. Only the later number without a source

[Answers and explanations, page 127](#)

Listen for the distinction

Switch roles. Escalate the discrepancy to Karim and preserve the earlier warning until verified instructions are recorded.

Raise the discrepancy early and neutrally

A deadline conflict calls for precise escalation, not a guess based on the most convenient date. Identify both sources, mark their status, and ask the responsible lawyer to verify the controlling authority. A reminder in a calendar is not itself an extension or court order.

F Say it / transfer to a new case

A hearing postponement has only been requested

A lawyer has requested that a hearing be postponed. The team has a copy of the request but no confirmation that it was granted. An assistant is updating internal reminders.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

reviewer / status / request / verified

- 01 **Assistant:** The record shows a ¹ _____ for postponement, not a granted change.
- 02 **Counsel:** Keep the current reminder until the controlling status is ² _____.
- 03 **Assistant:** I will identify the source and retain its procedural ³ _____.
- 04 **Counsel:** Then route any conflict back to the assigned ⁴ _____ rather than choosing a convenient date.

CHECK THE GAPS

1. request / 2. verified / 3. status / 4. reviewer

[Why these answers fit, page 127](#)

F Say it / transfer to a new case / continued

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "Two dates in the task list, neither verified as controlling".

Elise: "What should I tell the team now? They need to plan work, but I do not want an administrative update to sound like an opinion on which deadline controls." Karim: [missing response] Elise: "Once you confirm the instruction, I will record the required act, date, source reference, and who verified it. Should the earlier conflicting entries remain in the history?" Which response belongs in the gap?

- A.** Retain the word proposed in every update. We cannot turn a circulated schedule into an effective court direction just by copying its date into our task list.
- B.** Yes. Filing and service can be different requirements. Identify the procedural act before we try to resolve a date attached to an imprecise task description.
- C.** Say that two sources conflict and counsel is verifying the controlling source. Identify the missing material, the owner, and the urgency without suggesting the uncertainty permits delay.
- D.** Good. We need the relevant rule, order, and procedural posture. I will verify the legal effect; you can gather the sources and their recorded status.

[Answers and explanations, page 128](#)

A Read the situation

LESSON 04 / DISCOVERY, ESI, PRIVILEGE REVIEW, AND DEPOSITIONS

Describe review status and preserve potentially protected material without making a privilege ruling.

An email chain awaiting a privilege decision

Nora is reviewing electronically stored information for a supplier dispute. An email chain discusses commercial terms and includes a lawyer on one message. The chain is in the review set, not the production set. The approved workflow requires uncertain privilege issues to be flagged for Owen, reviewing counsel. A draft production list is due tomorrow, but no release of this chain has been authorized. The team must preserve the original record and explain its current status accurately.

People: Nora, Document reviewer; Owen, Reviewing counsel.

Read the record

Choose one answer per question using the facts above.

1. Where is the chain now?

- A. Already produced to the opposing party
- B. Deleted from the collection
- C. Filed publicly with the court
- D. In the review set

2. Who should decide the uncertain privilege issue under this workflow?

- A. The commercial sender alone
- B. Anyone who sees a lawyer's name
- C. Owen, reviewing counsel
- D. Nora acting without review

3. What does tomorrow's draft-list deadline authorize?

- A. Deleting uncertain items
- B. Declaring all copied lawyers' emails privileged
- C. Preparing an accurate status list, not releasing the chain
- D. Producing every collected document

[Answers and explanations, page 129](#)

B Vocabulary in use

CORE TERMS

discovery

A process for obtaining relevant information in litigation under applicable rules.

manage discovery requests

custodian

A person associated with the control or location of relevant records.

identify a document custodian

preservation

Maintaining relevant information against inappropriate alteration or loss.

follow preservation instructions

review set

Documents made available for examination and classification.

inspect the review set

responsiveness

Whether material falls within the scope of a relevant request.

assess responsiveness

privilege review

Assessment of whether a legal protection applies to information.

escalate a privilege-review question

ESI

Electronically stored information, including email and other digital records.

review collected ESI

collection

Gathering potentially relevant records through an authorized process.

document the collection process

legal hold

Instructions to preserve information for a legal matter.

issue an authorized legal hold

production set

Documents selected and prepared for disclosure through an authorized process.

approve the production set

relevance

The relationship of information to an issue in the matter.

evaluate relevance

work product

A protection for specified litigation-preparation material under applicable law.

assess a work-product claim

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

discovery **DISCOVERY**

manage discovery requests

Keep the meaning precise: A process for obtaining relevant information in litigation under applicable rules.

legal hold **LEGAL HOLD**

issue an authorized legal hold

Keep the meaning precise: Instructions to preserve information for a legal matter.

B Precision and professional shorthand

EXTEND YOUR RANGE

redaction

Removal or masking of specified content from a disclosure copy.

approve a targeted redaction

metadata

Data describing a file, such as dates, authorship, or system attributes.

preserve relevant metadata

attachment family

A parent document and its associated attachments.

keep an attachment family linked

Bates number

A sequential identifier applied to document pages in legal review or production.

cite the Bates number

deposition

Testimony taken outside trial under applicable procedural rules.

prepare for a deposition

transcript

A written record of spoken testimony or proceedings.

check the deposition transcript

privilege log

A record describing withheld material as required by applicable procedure.

prepare a privilege-log entry

email thread

Related messages in a continuing email exchange.

review the complete email thread

deduplication

Identification or removal of duplicate copies in a controlled workflow.

document the deduplication method

clawback

A mechanism for seeking return or protection of inadvertently disclosed material.

review the applicable clawback procedure

exhibit

Material identified for use in testimony or a proceeding.

mark a deposition exhibit

review protocol

Instructions governing document assessment and escalation.

follow the review protocol

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

work product WORK PRODUCT

assess a work-product claim

Keep the meaning precise: A protection for specified litigation-preparation material under applicable law.

attachment family ATTACHMENT FAMILY

keep an attachment family linked

Keep the meaning precise: A parent document and its associated attachments.

Phrases that move the work forward

Locate the item

The chain remains in the review set.

Avoid a shortcut

The copied lawyer's name does not resolve the classification.

Separate questions

Responsiveness and privilege require separate assessments.

Identify the reference

The review identifier is R-214; no production number is assigned.

Describe preservation

The original record and its relevant metadata remain unchanged.

Request instructions

Does the protocol require a separate entry for each attachment?

Check terminology

Are you asking whether it was collected or whether it was produced?

Separate testimony

The witness's recollection and the email record should be identified separately.

Flag uncertainty

I have flagged a potential privilege issue for counsel.

Preserve context

Please review the full thread and linked attachments.

State the hold

This item has not been authorized for production.

Close the loop

I will update the status after counsel records the decision.

Qualify a draft

This list identifies pending review, not final withholding decisions.

Limit a redaction

Which passages are approved for redaction in the disclosure copy?

Escalate timing

The review question remains unresolved ahead of the draft-list deadline.

Confirm release

Please confirm the authorized production version before release.

Precision in real exchanges

Purpose: Preserve context

Useful wording: Please review the full thread and linked attachments.

Purpose: Separate questions

Useful wording: Responsiveness and privilege require separate assessments.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which status statement is supported?

- A.** The chain is privileged because a lawyer was copied.
- B.** The chain was disclosed when it was collected.
- C.** The draft list authorizes production.
- D.** The chain is flagged for counsel review and has not been produced.

2. Which record detail is an example of metadata?

- A.** The wording of the asserted contractual promise
- B.** A witness's explanation of the meeting
- C.** The file's recorded creation time
- D.** Counsel's conclusion that a message is privileged

3. A colleague needs the term for this meaning: Gathering potentially relevant records through an authorized process. Which term fits?

- A.** collection
- B.** metadata
- C.** deposition
- D.** responsiveness

D Choose the response that fits / continued

4. Rebuild the exchange from "An email chain awaiting a privilege decision". Nora: "The opening messages concern price changes. A later message asks the lawyer a question, and two attachments appear relevant to the commercial discussion as well." Owen: [missing response] Nora: "Should I mark the entire family nonresponsive while you assess it? That would remove it from tomorrow's draft list and avoid a premature disclosure decision." Which response belongs in the gap?

- A.** That preserves relevant metadata. Record processing issues separately so we do not mistake a display problem for a missing original message.
- B.** No. Responsiveness answers a different question. Use the pending-review status in our protocol; do not hide uncertainty with an inaccurate classification.
- C.** Retain the full email thread and identify those attachments. Different parts may require different treatment, but the relationships must remain visible.
- D.** Keep that status explicit. A lawyer's presence may matter, but we need the content, purpose, participants, and applicable legal framework.

[Answers and explanations, page 129](#)

One useful distinction

Relevance, responsiveness, and privilege answer different questions. Material may respond to a request yet require protection or redaction. A review flag records an unresolved issue; it does not authorize withholding or production on its own.

E Conversation

An email chain awaiting a privilege decision

An email chain awaiting a privilege decision

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

Responsiveness / privilege log / Bates number / email thread / handoff / metadata / status / clawback / redaction / privilege review

- 01 **Nora:** I found a chain about revised supplier terms. A lawyer appears on one message, so I flagged it instead of moving it into the production list.
- 02 **Owen:** Describe it as a potential issue in ¹ _____, not a final finding. Where is the chain currently located?
- 03 **Nora:** It is in the review set under R-214. Nothing from this chain has been released, and the original messages remain unchanged in the collection.
- 04 **Owen:** Keep that ² _____ explicit. A lawyer's presence may matter, but we need the content, purpose, participants, and applicable legal framework.
- 05 **Nora:** The opening messages concern price changes. A later message asks the lawyer a question, and two attachments appear relevant to the commercial discussion as well.
- 06 **Owen:** Retain the full ³ _____ and identify those attachments. Different parts may require different treatment, but the relationships must remain visible.
- 07 **Nora:** Should I mark the entire family nonresponsive while you assess it? That would remove it from tomorrow's draft list and avoid a premature disclosure decision.
- 08 **Owen:** No. ⁴ _____ answers a different question. Use the pending-review status in our protocol; do not hide uncertainty with an inaccurate classification.
- 09 **Nora:** Understood. The list will show that the item may respond to the request but awaits your privilege decision. It will not describe the material as finally withheld.
- 10 **Owen:** If a ⁵ _____ is appropriate, I will identify the approved passages and version. Do not alter the preserved original to prepare that copy.

Conversation continues on the next page.

An email chain awaiting a privilege decision

CONVERSATION / CONTINUED

- 11 **Nora:** The platform displays creation and modification dates as well as email headers. I will retain those fields with the item rather than copying only visible text.
- 12 **Owen:** That preserves relevant ⁶ _____. Record processing issues separately so we do not mistake a display problem for a missing original message.
- 13 **Nora:** The list has a production-number column, but this item doesn't have one yet. Shall I leave R-214 as the internal reference and explain its status?
- 14 **Owen:** Use the internal identifier. A ⁷ _____ should come from the authorized numbering process, not an estimate added to make the list look finished.
- 15 **Nora:** If your decision is to withhold material, I can prepare the required descriptive entry for review without including the substance of any protected advice.
- 16 **Owen:** Follow the applicable ⁸ _____ requirements and our instructions. Check the description and asserted basis; do not copy them automatically from another matter.
- 17 **Nora:** A colleague suggested producing now and retrieving it later if necessary. I have not acted on that suggestion because the release decision remains unresolved.
- 18 **Owen:** Do not assume a ⁹ _____ eliminates every consequence. Continue the approved review and escalate timing concerns instead of relying on a possible later remedy.
- 19 **Nora:** I'll send you R-214 with the attachments and tomorrow's deadline. I'll mark it pending counsel review on the draft list so it doesn't get released accidentally.
- 20 **Owen:** That is a useful ¹⁰ _____. Once I record the decision, update the list and route the correct version through the authorized release process.

CHECK THE GAPS

1. privilege review / 2. status / 3. email thread / 4. Responsiveness / 5. redaction / 6. metadata / 7. Bates number / 8. privilege log / 9. clawback / 10. handoff

[Why these answers fit, page 130](#)

F Check accuracy and scope

An email chain awaiting a privilege decision

Return to the case

Nora is reviewing electronically stored information for a supplier dispute. An email chain discusses commercial terms and includes a lawyer on one message. The chain is in the review set, not the production set. The approved workflow requires uncertain privilege issues to be flagged for Owen, reviewing counsel. A draft production list is due tomorrow, but no release of this chain has been authorized. The team must preserve the original record and explain its current status accurately.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. Which instruction preserves the original?

- A. Delete the original passages before review.
- B. Replace the preserved thread with a summary.
- C. Remove all attachments to simplify the record.
- D. Apply only approved redactions to the disclosure copy.

2. Which phrase properly limits a review flag?

- A. A potential issue requiring counsel's assessment
- B. A final ruling that no disclosure is required
- C. An automatic waiver of protection
- D. Permission to produce without further approval

[Answers and explanations, page 132](#)

Listen for the distinction

Switch roles. Preserve the thread and attachments, flag the potential privilege issue, and keep production unauthorized pending review.

A review flag is not a legal determination

Discovery conversations move quickly between operational labels and legal judgments. State whether an item was collected, reviewed, withheld, or produced. A lawyer appearing on an email is a fact to assess, not by itself a complete privilege analysis.

F Say it / transfer to a new case

An exhibit contains an unreviewed attachment

A deposition preparation folder contains an email and a linked attachment. The email has been reviewed, but the attachment has not. The folder is internal; no exhibit release is authorized.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

release / family / history / unreviewed

- 01 **Reviewer:** The attachment remains ¹ _____, even though the parent email has been checked.
- 02 **Counsel:** Keep the document ² _____ visible so the relationship is not lost.
- 03 **Reviewer:** I will flag the pending question before any exhibit ³ _____.
- 04 **Counsel:** Record my decision in the review ⁴ _____ before updating the preparation set.

CHECK THE GAPS

1. unreviewed / 2. family / 3. release / 4. history

[Why these answers fit, page 132](#)

F Say it / transfer to a new case / continued

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "An email chain awaiting a privilege decision". Nora: "The list has a production-number column, but this item doesn't have one yet. Shall I leave R-214 as the internal reference and explain its status?" Owen: [missing response] Nora: "If your decision is to withhold material, I can prepare the required descriptive entry for review without including the substance of any protected advice." Which response belongs in the gap?

- A.** If a redaction is appropriate, I will identify the approved passages and version. Do not alter the preserved original to prepare that copy.
- B.** Use the internal identifier. A Bates number should come from the authorized numbering process, not an estimate added to make the list look finished.
- C.** Follow the applicable privilege log requirements and our instructions. Check the description and asserted basis; do not copy them automatically from another matter.
- D.** Do not assume a clawback eliminates every consequence. Continue the approved review and escalate timing concerns instead of relying on a possible later remedy.

[Answers and explanations, page 133](#)

Review 2 / Meaning and context

Use language from the lessons you have completed. Choose one answer per question.

Case file

Revisit "Litigation Lifecycle: Pleadings, Motions, Deadlines, Strategy" and "Discovery, ESI, Privilege Review, and Depositions". Choose precise terminology, then reconstruct the missing responses using both neighboring turns. The final two questions also revisit earlier conversations.

1. A colleague needs the term for this meaning: A formal response to a complaint under applicable procedure. Which term fits?

- A. scheduling order
- B. answer
- C. extension
- D. jurisdiction

2. A colleague needs the term for this meaning: Documents selected and prepared for disclosure through an authorized process. Which term fits?

- A. production set
- B. redaction
- C. discovery
- D. Bates number

3. Rebuild the exchange from "An urgent inquiry before the conflicts review is complete". Mira: "I also mentioned a possible deadline at the end of the week. I do not have the notice in front of me, so I cannot confirm its wording." Leo: [missing response] Mira: "Thank you. I want to be sure that sending sensitive information before acceptance does not mean it can simply be shared with anyone who asks about the dispute." Which response belongs in the gap?

- A. I cannot confirm acceptance. The assigned lawyer must review the matter, including the incomplete conflict check, before we can communicate the authorized position.
- B. I will flag that as an urgent inquiry. Do not assume our intake process changes any existing deadline. The document and timing need qualified review.
- C. Yes. Clarifying the requested scope helps the reviewer understand what work you are seeking. It does not mean that either matter has already been accepted.
- D. Follow the requested intake steps. I will ask the assigned lawyer what additional material is needed and explain the approved channel for providing it.

Review 2 / Meaning and context / continued

4. Rebuild the exchange from "An email chain awaiting a privilege decision". Nora: "A colleague suggested producing now and retrieving it later if necessary. I have not acted on that suggestion because the release decision remains unresolved." Owen: [missing response] Nora: "I'll send you R-214 with the attachments and tomorrow's deadline. I'll mark it pending counsel review on the draft list so it doesn't get released accidentally." Which response belongs in the gap?

- A.** Do not assume a clawback eliminates every consequence. Continue the approved review and escalate timing concerns instead of relying on a possible later remedy.
- B.** If a redaction is appropriate, I will identify the approved passages and version. Do not alter the preserved original to prepare that copy.
- C.** Use the internal identifier. A Bates number should come from the authorized numbering process, not an estimate added to make the list look finished.
- D.** Follow the applicable privilege log requirements and our instructions. Check the description and asserted basis; do not copy them automatically from another matter.

[Answers and explanations, page 157](#)

A Read the situation

LESSON 05 / LEGAL RESEARCH, AUTHORITY, AND MEMO WRITING

Compare authorities and explain a qualified recommendation without overstating precedent.

A persuasive decision described as controlling

Jon, an associate, has found a published appellate decision from another jurisdiction supporting a supplier-notice argument. His draft memorandum calls it controlling. Priya, supervising counsel, has asked for the governing forum, relevant statutory text, later treatment, and factual differences to be checked. Those checks are incomplete. The cited case involved written notice; this client used a telephone call. No recommendation has been approved for the client.

People: Jon, Associate; Priya, Supervising counsel.

Read the record

Choose one answer per question using the facts above.

1. What is the known source of the decision?

- A.** The identified controlling court in this matter
- B.** An unsigned client email
- C.** A final order in this client's case
- D.** An appellate court in another jurisdiction

2. Which factual difference is already known?

- A.** No notice of any kind in the cited decision
- B.** Written notice in the decision versus a telephone call here
- C.** Identical written notices in both matters
- D.** A final judgment against this client

3. What must happen before the recommendation is approved?

- A.** Replacement of the case citation with an assurance
- B.** The requested authority and factual checks
- C.** Removal of all unfavorable information
- D.** Automatic adoption of the supporting case

[Answers and explanations, page 134](#)

B Vocabulary in use

CORE TERMS

authority

A legal source used to support or govern an analysis.

evaluate the cited authority

persuasive authority

A source that may influence reasoning without controlling the result.

rely on persuasive authority

hierarchy

The ordering of courts or sources that affects their relative authority.

map the court hierarchy

dicta

Judicial observations not necessary to the decision's holding.

distinguish dicta from the holding

statutory text

The wording of an enacted law.

examine the statutory text

legislative history

Materials concerning the development of legislation.

assess relevant legislative history

binding precedent

A prior decision that a court must follow within applicable limits.

identify binding precedent

jurisdiction

A legal territory or scope of a court's authority, depending on context.

confirm the relevant jurisdiction

holding

A court's determination of an issue necessary to its decision.

identify the holding

ratio decidendi

The legal reasoning necessary to a decision in systems using this term.

identify the ratio decidendi

regulation

A rule issued through an authorized administrative process.

check the applicable regulation

secondary source

Commentary explaining or analyzing law rather than establishing it directly.

consult a secondary source

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

authority **AUTHORITY**

evaluate the cited authority

Keep the meaning precise: A legal source used to support or govern an analysis.

holding **HOLDING**

identify the holding

Keep the meaning precise: A court's determination of an issue necessary to its decision.

B Precision and professional shorthand

EXTEND YOUR RANGE

citation

A reference identifying a legal source or passage.

verify the citation

subsequent treatment

How later authorities have addressed a decision.

check subsequent treatment

distinguished

Treated as different in a way that limits an earlier decision's application.

explain why the case was distinguished

material distinction

A difference that may affect the legal analysis.

address a material distinction

standard of review

The approach a reviewing court applies to a challenged determination.

identify the standard of review

research memorandum

An organized explanation of a legal question, sources, and analysis.

revise the research memorandum

pinpoint citation

A reference to the precise location of supporting material.

add a pinpoint citation

overruled

Displaced as precedent by an authorized later decision.

check whether the decision was overruled

analogous

Similar in legally relevant respects.

identify analogous facts

procedural posture

The stage and context in which a court decided an issue.

compare procedural posture

counterargument

A reasoned position against the proposed analysis.

address the strongest counterargument

synthesis

A combined account of principles drawn from multiple sources.

develop a qualified synthesis

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

secondary source SECONDARY SOURCE

consult a secondary source

Keep the meaning precise: Commentary explaining or analyzing law rather than establishing it directly.

distinguished DISTINGUISHED

explain why the case was distinguished

Keep the meaning precise: Treated as different in a way that limits an earlier decision's application.

Phrases that move the work forward

Qualify authority

This decision is potentially persuasive; controlling effect is not established.

Locate support

The relevant reasoning appears in the cited passage, not the summary heading.

Separate status

The later court distinguished the case rather than overruling it.

Frame the recommendation

The argument is available, subject to the governing text and factual distinction.

Distinguish reasoning

Is that proposition part of the holding or an observation beyond it?

Request precision

Which passage supports that specific proposition?

Preserve an objection

We should address the notice-method distinction rather than omit it.

State an assumption

This section assumes that the identified law governs; that remains to be verified.

Identify the forum

We first need to confirm which jurisdiction's law governs this issue.

State a difference

The decision involved written notice; our facts involve a telephone call.

Check treatment

I will verify subsequent treatment before relying on the decision.

Close with limits

The memorandum will state both the supporting reasoning and the unresolved checks.

Avoid a shortcut

Publication alone does not establish binding effect in this forum.

Compare the stage

The cited decision arose on a different procedural posture.

Explain a secondary source

The commentary helps locate the issue but is not itself the governing enactment.

Give a bounded update

I have found support for the argument, not a guaranteed outcome.

Precision in real exchanges

Purpose: State a difference

Useful wording: The decision involved written notice; our facts involve a telephone call.

Purpose: Separate status

Useful wording: The later court distinguished the case rather than overruling it.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which wording avoids overstating the decision?

- A.** It eliminates the need to read the statute.
- B.** It may support the argument by analogy, subject to further checks.
- C.** It guarantees success because it was published.
- D.** It controls every court that hears a notice dispute.

2. Which phrase names later courts' handling of a case?

- A.** document collection
- B.** subsequent treatment
- C.** client intake
- D.** service of process

3. A colleague needs the term for this meaning: A legal territory or scope of a court's authority, depending on context. Which term fits?

- A.** subsequent treatment
- B.** jurisdiction
- C.** statutory text
- D.** standard of review

D Choose the response that fits / continued

4. Rebuild the exchange from "A persuasive decision described as controlling". Jon: "I will retrieve the relevant provision and check which law applies. The commentary I consulted discusses practical notice, but it does not reproduce the complete provision." Priya: [missing response] Jon: "Should I keep the favorable paragraph in the memorandum while those checks are open? Removing it entirely would hide an argument that could still help the client." Which response belongs in the gap?

- A.** Good. Record the subsequent treatment accurately and verify the citation. The reader needs the actual authority, not a compressed label copied without examination.
- B.** A pinpoint citation helps. Keep the quotation brief and make your own reasoning explicit; the passage should support the analysis rather than stand in for it.
- C.** Exactly. Check the procedural posture too. A decision about whether allegations suffice may not establish the final facts or liability after evidence is tested.
- D.** Read the statutory text in its proper context and current form. Identify any applicable definitions or qualifications instead of relying only on the commentary's shorthand.

[Answers and explanations, page 134](#)

One useful distinction

A published decision is not automatically binding in another forum. Court hierarchy, jurisdiction, issue, and governing law matter. A database excerpt or summary can locate an issue but should not replace reading the relevant decision and checking its treatment.

E Conversation

A persuasive decision described as controlling

A persuasive decision described as controlling

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

persuasive authority / procedural posture / pinpoint citation / statutory text / holding / material distinction / distinguished / subsequent treatment / recommendation / counterargument

- 01 **Jon:** I found a published appellate decision supporting our notice argument. My draft says it controls, but I have not finished checking the governing forum or later cases.
- 02 **Priya:** Change that label for now. It may be ¹ _____, but another jurisdiction's published decision does not automatically govern this matter.
- 03 **Jon:** The favorable paragraph says the notice served its purpose. I relied on that language, although the case involved a letter and our client made a telephone call.
- 04 **Priya:** That difference may be a ² _____. Identify the actual notice requirement before deciding how closely the facts align.
- 05 **Jon:** I will retrieve the relevant provision and check which law applies. The commentary I consulted discusses practical notice, but it does not reproduce the complete provision.
- 06 **Priya:** Read the ³ _____ in its proper context and current form. Identify any applicable definitions or qualifications instead of relying only on the commentary's shorthand.
- 07 **Jon:** Should I keep the favorable paragraph in the memorandum while those checks are open? Removing it entirely would hide an argument that could still help the client.
- 08 **Priya:** Keep it with accurate status. Then establish whether the proposition is the ⁴ _____ or a broader observation not necessary to the decision.
- 09 **Jon:** The court also discussed an alternative ground. I need to trace which ground supported the result before describing every sentence as a rule we can invoke.
- 10 **Priya:** Exactly. Check the ⁵ _____ too. A decision about whether allegations suffice may not establish the final facts or liability after evidence is tested.

Conversation continues on the next page.

A persuasive decision described as controlling

CONVERSATION / CONTINUED

- 11 **Jon:** One later decision cites this case but reaches the opposite outcome. The brief summary says the notice circumstances were different, not that the earlier decision was rejected.
- 12 **Priya:** Describe that as a case potentially being ⁶ _____, pending your full reading. Do not substitute overruled simply because the outcomes differ.
- 13 **Jon:** I'll read the later decision in full. Its summary is too short to tell whether the court rejected the rule or just found different facts.
- 14 **Priya:** Good. Record the ⁷ _____ accurately and verify the citation. The reader needs the actual authority, not a compressed label copied without examination.
- 15 **Jon:** For the analysis section, I can explain the functional-notice argument and then address the written-versus-oral difference. That gives the reviewing lawyer both sides of the comparison.
- 16 **Priya:** Include the strongest ⁸ _____. A useful memorandum tests the recommendation, rather than gathering only sentences that favor our preferred result.
- 17 **Jon:** I will also replace the broad citation with the specific paragraph supporting the proposition. That should make it easier to check whether my summary is faithful.
- 18 **Priya:** A ⁹ _____ helps. Keep the quotation brief and make your own reasoning explicit; the passage should support the analysis rather than stand in for it.
- 19 **Jon:** I'll call it a potentially useful analogy and flag the notice-method difference. Can we discuss the recommendation after I finish the governing-law and treatment checks?
- 20 **Priya:** That is an appropriately bounded ¹⁰ _____. Send the revised memorandum with the outstanding checks clearly identified before anything goes to the client.

CHECK THE GAPS

1. persuasive authority / 2. material distinction / 3. statutory text / 4. holding / 5. procedural posture / 6. distinguished / 7. subsequent treatment / 8. counterargument / 9. pinpoint citation / 10. recommendation

[Why these answers fit, page 135](#)

F Check accuracy and scope

A persuasive decision described as controlling

Return to the case

Jon, an associate, has found a published appellate decision from another jurisdiction supporting a supplier-notice argument. His draft memorandum calls it controlling. Priya, supervising counsel, has asked for the governing forum, relevant statutory text, later treatment, and factual differences to be checked. Those checks are incomplete. The cited case involved written notice; this client used a telephone call. No recommendation has been approved for the client.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. Which sentence preserves the known factual difference?

- A. The cited case used written notice, whereas our client called.
- B. Both cases involved the same written notice.
- C. Notice method is conclusively irrelevant.
- D. The court ruled on this client's telephone call.

2. Which action best supports a precise source reference?

- A. Quote only the search result because it names the case.
- B. Cite the whole decision without locating the relevant reasoning.
- C. Substitute a commentary summary for the passage being relied on.
- D. Add the page or paragraph supporting the proposition.

[Answers and explanations, page 137](#)

Listen for the distinction

Switch roles. Retain the forum, governing-text and later-treatment checks; say persuasive support rather than established controlling authority.

Strength comes from an accurate limitation

A useful research update identifies the best support and the strongest limitation in the same discussion. A confident voice is compatible with a qualified conclusion. Do not make an authority sound binding merely because it supports the preferred outcome.

F Say it / transfer to a new case

A summary article is not the regulation

An assistant finds a trade article saying a regulatory exception applies broadly. The team has not checked the current regulation, defined terms, or amendments. Counsel has requested the underlying sources.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

secondary / unverified / text / memorandum

- 01 **Assistant:** The article is a ¹ _____ source, not the governing regulation.
- 02 **Counsel:** Retrieve the current ² _____ and relevant definitions.
- 03 **Assistant:** I will flag the claimed exception as ³ _____ until that review.
- 04 **Counsel:** Keep the source references attached to the research ⁴ _____.

CHECK THE GAPS

1. secondary / 2. text / 3. unverified / 4. memorandum

[Why these answers fit, page 137](#)

F Say it / transfer to a new case / continued

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "A persuasive decision described as controlling". Jon: "I'll read the later decision in full. Its summary is too short to tell whether the court rejected the rule or just found different facts." Priya: [missing response] Jon: "For the analysis section, I can explain the functional-notice argument and then address the written-versus-oral difference. That gives the reviewing lawyer both sides of the comparison." Which response belongs in the gap?

- A.** That is an appropriately bounded recommendation. Send the revised memorandum with the outstanding checks clearly identified before anything goes to the client.
- B.** Good. Record the subsequent treatment accurately and verify the citation. The reader needs the actual authority, not a compressed label copied without examination.
- C.** Exactly. Check the procedural posture too. A decision about whether allegations suffice may not establish the final facts or liability after evidence is tested.
- D.** Keep it with accurate status. Then establish whether the proposition is the holding or a broader observation not necessary to the decision.

[Answers and explanations, page 138](#)

A Read the situation

LESSON 06 / CONTRACTS, REDLINES, AND NEGOTIATION

Propose a precise amendment, preserve linked terms, and distinguish a negotiating position from acceptance.

Changing delivery time without conceding the whole clause

A draft services agreement requires delivery within ten days after a purchase order. Operations needs fifteen business days after receipt of complete specifications. The draft does not define business day or explain incomplete specifications. Elena, commercial counsel, and Marcus, operations director, are preparing a proposed redline. The customer has not accepted any change, and neither participant has approval to concede remedies or liability limits. Their task is to define the proposed timing change and identify related questions for review.

People: Marcus, Operations director; Elena, Commercial counsel.

Read the record

Choose one answer per question using the facts above.

1. What timing does operations need?

- A. Fifteen business days after complete specifications are received
- B. Ten days after any purchase order
- C. Fifteen calendar days after signature
- D. Unlimited time with no trigger

2. What has the customer accepted?

- A. Removal of all remedies
- B. A new liability cap
- C. No change yet
- D. The complete proposed redline

3. What falls outside the participants' current approval?

- A. Preparing a proposed redline
- B. Explaining the operational requirement
- C. Conceding remedies or liability limits
- D. Identifying undefined timing terms

[Answers and explanations, page 139](#)

B Vocabulary in use

CORE TERMS

redline

A version showing proposed changes to existing wording.

circulate a proposed redline

operative clause

Wording that establishes a substantive term or obligation.

revise the operative clause

business day

A working day as defined by the relevant agreement or rule.

clarify the business-day definition

condition precedent

An event that must occur before a specified duty or effect arises.

review the proposed condition precedent

representation

A statement of fact with legal significance in context.

qualify the representation

indemnity

An obligation to bear specified losses or liabilities under agreed terms.

negotiate the indemnity provision

markup

Edits or comments displayed on a draft document.

reconcile competing markups

defined term

A word or phrase assigned a specified meaning in a document.

use the defined term consistently

trigger event

The occurrence that starts an obligation or time period.

identify the trigger event

covenant

A contractual promise to do or refrain from doing something.

assess the covenant wording

warranty

A contractual assurance whose effect depends on its terms and governing law.

review the warranty scope

limitation of liability

A clause restricting specified liability under defined conditions.

preserve the limitation of liability

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

redline **REDLINE**

circulate a proposed redline

Keep the meaning precise: A version showing proposed changes to existing wording.

trigger event **TRIGGER EVENT**

identify the trigger event

Keep the meaning precise: The occurrence that starts an obligation or time period.

B Precision and professional shorthand

EXTEND YOUR RANGE

liability cap

A stated upper limit on specified liability.

verify the liability cap

cure period

Time allowed to remedy a specified failure.

negotiate the cure period

notice provision

Terms governing how required notices are given.

follow the notice provision

entire agreement clause

A clause addressing which materials comprise the parties' agreement.

review the entire agreement clause

effective date

The date from which an agreement or change has stated effect.

confirm the effective date

fallback position

An alternative negotiating position available within authority.

confirm the approved fallback position

carve-out

An exception to a provision's general scope.

define the carve-out narrowly

termination right

A contractual ability to end an agreement under stated conditions.

clarify the termination right

order of precedence

A rule for resolving conflicts among contract documents.

check the order of precedence

amendment mechanism

The required process for changing an agreement.

follow the amendment mechanism

execution copy

A version prepared for signing after the required review.

verify the execution copy

reservation of rights

A statement intended to preserve identified rights or positions.

review the reservation of rights

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

limitation of liability LIMITATION OF LIABILITY

preserve the limitation of liability

Keep the meaning precise: A clause restricting specified liability under defined conditions.

notice provision NOTICE PROVISION

follow the notice provision

Keep the meaning precise: Terms governing how required notices are given.

Phrases that move the work forward

State the requirement

Operations needs fifteen business days after receipt of complete specifications.

Clarify the definition

Which calendar does the business-day definition use?

Preserve status

The proposed wording remains subject to approval and customer agreement.

Separate concessions

No change to remedies has been authorized.

Avoid ambiguity

Does "received" mean received through the agreed submission channel?

Request a fallback

Which alternative timing position has the business approved?

Preserve a limit

Please keep the unresolved calendar definition visible in the comments.

Reject implied acceptance

Preparing the change does not establish customer acceptance.

Identify both changes

We are proposing a different period and a different starting event.

Limit the proposal

This markup addresses delivery timing, not the liability allocation.

Check completeness

We need an objective way to identify the required specifications.

Close with a redline

I will circulate the marked clause and list the linked provisions for review.

Explain the dependency

We cannot start the production clock without the specified inputs.

Check interaction

Does the purchase order conflict with the main agreement?

Confirm the version

Is this the approved execution copy or an earlier negotiating draft?

Make a bounded commitment

I can confirm the proposed wording, not promise that it will be accepted.

Precision in real exchanges

Purpose: Limit the proposal

Useful wording: This markup addresses delivery timing, not the liability allocation.

Purpose: Preserve status

Useful wording: The proposed wording remains subject to approval and customer agreement.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which proposal captures operations' stated need?

- A.** Delivery whenever convenient
- B.** Fifteen business days after receipt of complete specifications
- C.** Fifteen days after a purchase order, with no other clarification
- D.** Ten business days after a signature

2. Which sentence accurately describes authority?

- A.** Any marked clause is automatically binding.
- B.** We can propose timing changes, but no remedy concession is approved.
- C.** We may waive remedies because timing is difficult.
- D.** The customer accepted our internal discussion.

3. A colleague needs the term for this meaning: A word or phrase assigned a specified meaning in a document. Which term fits?

- A.** cure period
- B.** effective date
- C.** defined term
- D.** representation

D Choose the response that fits / continued

4. Rebuild the exchange from "Changing delivery time without conceding the whole clause". Marcus: "I'll list the required inputs in a schedule. Can we use that same list wherever the agreement refers to complete specifications?" Elena: [missing response] Marcus: "The customer and our production team use different holiday calendars. Fifteen working days may end on different dates depending on which calendar they mean." Which response belongs in the gap?

- A.** Say we propose fifteen business days after complete specifications, subject to approval and customer agreement. That states the request without implying a completed amendment.
- B.** Then receipt of complete specifications is the proposed trigger event. The order alone doesn't start that proposed clock unless the required specifications have actually been received.
- C.** Flag that conflict and the order of precedence provision. We should reconcile the documents, not assume the customer will choose our preferred wording.
- D.** Yes. A consistent defined term will help connect the schedule and operative clause. We still need to check how completeness and receipt will be identified.

[Answers and explanations, page 139](#)

One useful distinction

Ten days after a purchase order and fifteen business days after complete specifications differ in both duration and trigger. Replacing only the numeral leaves the operational problem unresolved. The relevant calendar and completion standard also need clear drafting.

E Conversation

Changing delivery time without conceding the whole clause

Changing delivery time without conceding the whole clause

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

defined term / scope / business day / order of precedence / execution copy / propose / concession / trigger event / fallback position / redline

- 01 **Marcus:** The draft starts ten days at the purchase order. We need fifteen business days after complete specifications arrive. Changing the number alone won't solve it.
- 02 **Elena:** Agreed. The ¹ _____ needs to show both changes. We'll keep them visible instead of presenting this as a simple five-day extension.
- 03 **Marcus:** An order can arrive without the dimensions. Under the present wording the clock would run even though the inputs needed for production are missing.
- 04 **Elena:** Then receipt of complete specifications is the proposed ² _____. The order alone doesn't start that proposed clock unless the required specifications have actually been received.
- 05 **Marcus:** I'll list the required inputs in a schedule. Can we use that same list wherever the agreement refers to complete specifications?
- 06 **Elena:** Yes. A consistent ³ _____ will help connect the schedule and operative clause. We still need to check how completeness and receipt will be identified.
- 07 **Marcus:** The customer and our production team use different holiday calendars. Fifteen working days may end on different dates depending on which calendar they mean.
- 08 **Elena:** That's why the ⁴ _____ definition needs agreement. Don't leave the relevant weekends and holidays to assumption.
- 09 **Marcus:** Procurement may ask for a shorter cure period in return. Can I offer that now to make the delivery proposal easier to accept?
- 10 **Elena:** No such ⁵ _____ is authorized. A remedy change needs its own review; it isn't included merely because we're discussing delivery timing.

Conversation continues on the next page.

Changing delivery time without conceding the whole clause

CONVERSATION / CONTINUED

- 11 **Marcus:** Then I need instructions on alternatives before the call. Otherwise I could agree to something the business hasn't assessed.
- 12 **Elena:** Correct. Request an approved ⁶ _____. Until then, explain the timing requirement without inventing another concession.
- 13 **Marcus:** The purchase order template also carries ten days. Updating the main agreement could leave two competing delivery clauses in circulation.
- 14 **Elena:** Flag that conflict and the ⁷ _____ provision. We should reconcile the documents, not assume the customer will choose our preferred wording.
- 15 **Marcus:** For today's message, can I say the new timing is agreed internally, or would that blur the status before approval?
- 16 **Elena:** Say we ⁸ _____ fifteen business days after complete specifications, subject to approval and customer agreement. That states the request without implying a completed amendment.
- 17 **Marcus:** There are two marked versions. Once wording is approved and accepted, we'll need to confirm which changes belong in the signing version.
- 18 **Elena:** Yes. Reconcile them before preparing the ⁹ _____. Removing visible markup doesn't itself establish that every term is approved.
- 19 **Marcus:** I'll send the input schedule, calendar question and template conflict with the proposed clause. No remedy or liability change will be included.
- 20 **Elena:** That keeps the ¹⁰ _____ clear. We can review a defined timing proposal instead of discovering unrelated concessions inside the clean document.

CHECK THE GAPS

1. redline / 2. trigger event / 3. defined term / 4. business day / 5. concession / 6. fallback position / 7. order of precedence / 8. propose / 9. execution copy / 10. scope

[Why these answers fit, page 140](#)

F Check accuracy and scope

Changing delivery time without conceding the whole clause

Return to the case

A draft services agreement requires delivery within ten days after a purchase order. Operations needs fifteen business days after receipt of complete specifications. The draft does not define business day or explain incomplete specifications. Elena, commercial counsel, and Marcus, operations director, are preparing a proposed redline. The customer has not accepted any change, and neither participant has approval to concede remedies or liability limits. Their task is to define the proposed timing change and identify related questions for review.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. Which phrase identifies competing document priority?

- A. order of precedence
- B. governing-law provision
- C. notice provision
- D. limitation of liability

2. Which status statement is appropriate before customer agreement?

- A. The original clause has been legally replaced.
- B. The customer has conceded every linked issue.
- C. The redline is a proposal subject to approval and agreement.
- D. The execution copy has already been signed.

[Answers and explanations, page 142](#)

Listen for the distinction

Switch roles. Name the missing calendar definition and purchase-order conflict; do not add an unauthorized remedy concession.

Negotiate the variable, not an undefined package

A conversational "that works" may hide different assumptions about the clock, trigger, or scope of agreement. Restate the exact proposed term and identify what remains unchanged or unresolved. A redline is a proposal until the relevant approvals and agreement are established.

F Say it / transfer to a new case

A renewal date changes, but termination language does not

A team is authorized to propose a new renewal date. The notice period and termination rights remain under separate review. The counterparty has not accepted the date change.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

proposal / authorized / copy / unresolved

- 01 **Commercial lead:** Our ¹ _____ changes the renewal date only.
- 02 **Counsel:** Keep the separate notice-period question ² _____ in the review note.
- 03 **Commercial lead:** No change to termination rights is currently ³ _____.
- 04 **Counsel:** Confirm the accepted wording before preparing the execution ⁴ _____.

CHECK THE GAPS

1. proposal / 2. unresolved / 3. authorized / 4. copy

[Why these answers fit, page 142](#)

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "Changing delivery time without conceding the whole clause". Marcus: "The purchase order template also carries ten days. Updating the main agreement could leave two competing delivery clauses in circulation." Elena: [missing response] Marcus: "For today's message, can I say the new timing is agreed internally, or would that blur the status before approval?" Which response belongs in the gap?

- A.** Say we propose fifteen business days after complete specifications, subject to approval and customer agreement. That states the request without implying a completed amendment.
- B.** Flag that conflict and the order of precedence provision. We should reconcile the documents, not assume the customer will choose our preferred wording.
- C.** Agreed. The redline needs to show both changes. We'll keep them visible instead of presenting this as a simple five-day extension.
- D.** Yes. A consistent defined term will help connect the schedule and operative clause. We still need to check how completeness and receipt will be identified.

[Answers and explanations, page 143](#)

Review 3 / Meaning and context

Use language from the lessons you have completed. Choose one answer per question.

Case file

Revisit "Legal Research, Authority, and Memo Writing" and "Contracts, Redlines, and Negotiation". Choose precise terminology, then reconstruct the missing responses using both neighboring turns. The final two questions also revisit earlier conversations.

1. A colleague needs the term for this meaning: A source that may influence reasoning without controlling the result. Which term fits?

- A. persuasive authority
- B. procedural posture
- C. ratio decidendi
- D. pinpoint citation

2. A colleague needs the term for this meaning: A contractual promise to do or refrain from doing something. Which term fits?

- A. liability cap
- B. covenant
- C. redline
- D. entire agreement clause

3. Rebuild the exchange from "An email chain awaiting a privilege decision". Nora: "Understood. The list will show that the item may respond to the request but awaits your privilege decision. It will not describe the material as finally withheld." Owen: [missing response] Nora: "The platform displays creation and modification dates as well as email headers. I will retain those fields with the item rather than copying only visible text." Which response belongs in the gap?

- A. If a redaction is appropriate, I will identify the approved passages and version. Do not alter the preserved original to prepare that copy.
- B. That is a useful handoff. Once I record the decision, update the list and route the correct version through the authorized release process.
- C. Use the internal identifier. A Bates number should come from the authorized numbering process, not an estimate added to make the list look finished.
- D. Follow the applicable privilege log requirements and our instructions. Check the description and asserted basis; do not copy them automatically from another matter.

Review 3 / Meaning and context / continued

4. Rebuild the exchange from "Changing delivery time without conceding the whole clause". Marcus: "There are two marked versions. Once wording is approved and accepted, we'll need to confirm which changes belong in the signing version." Elena: [missing response] Marcus: "I'll send the input schedule, calendar question and template conflict with the proposed clause. No remedy or liability change will be included." Which response belongs in the gap?

- A.** That's why the business day definition needs agreement. Don't leave the relevant weekends and holidays to assumption.
- B.** No such concession is authorized. A remedy change needs its own review; it isn't included merely because we're discussing delivery timing.
- C.** Agreed. The redline needs to show both changes. We'll keep them visible instead of presenting this as a simple five-day extension.
- D.** Yes. Reconcile them before preparing the execution copy. Removing visible markup doesn't itself establish that every term is approved.

[Answers and explanations, page 160](#)

A Read the situation

LESSON 07 / CORPORATE, COMPLIANCE, REGULATORY, AND INVESTIGATION LANGUAGE

Attribute evidence, protect the investigation process, and communicate an unresolved allegation neutrally.

An interview account is not an investigation finding

During an internal interview, an employee tells Ruth, the investigator, that a vendor offered a purchasing manager a personal benefit. The employee did not attend the alleged meeting and says a colleague described it. No transaction records or messages have been reviewed. Ben, the compliance director, must brief a small authorized team. A business manager has asked him to announce that a violation occurred. No finding or disclosure decision has been approved.

People: Ruth, Investigator; Ben, Compliance director.

Read the record

Choose one answer per question using the facts above.

1. What is the employee's knowledge source?

- A. A reviewed bank transfer
- B. An approved investigation report
- C. A colleague's account of a meeting the employee did not attend
- D. Personal attendance at the alleged meeting

2. What evidence review is already complete?

- A. A full review proving a violation
- B. A regulator's final determination
- C. An independent audit clearing all parties
- D. Neither transaction records nor messages have been reviewed

3. What should Ben communicate to the authorized team?

- A. A guarantee that no issue exists
- B. A reported allegation and the current limits of the inquiry
- C. A confirmed violation
- D. A public accusation approved by counsel

[Answers and explanations, page 144](#)

B Vocabulary in use

CORE TERMS

compliance

Adherence to applicable obligations and internal requirements.

assess a compliance concern

alleged misconduct

Conduct reported as potentially improper but not yet established.

describe alleged misconduct neutrally

firsthand knowledge

Information gained through direct observation or experience.

distinguish firsthand knowledge

interview record

A documented account of an investigative conversation.

verify the interview record

finding

A conclusion reached through an identified review process.

approve an investigation finding

unsubstantiated

Not established to the relevant standard on the available review.

distinguish unsubstantiated from disproved

internal investigation

An organized inquiry conducted within or for an organization.

scope an internal investigation

reporting person

Someone who brings a concern to attention.

protect the reporting person's information

secondhand account

Information received from another person's description.

attribute a secondhand account

corroborating record

Material that independently supports a reported point.

seek a corroborating record

substantiated

Supported to the relevant standard in the applicable process.

explain a substantiated finding

exculpatory information

Information tending against responsibility or an allegation.

preserve exculpatory information

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

compliance COMPLIANCE

assess a compliance concern

Keep the meaning precise: Adherence to applicable obligations and internal requirements.

secondhand account SECONDHAND ACCOUNT

attribute a secondhand account

Keep the meaning precise: Information received from another person's description.

B Precision and professional shorthand

EXTEND YOUR RANGE

document retention

Rules and practices for keeping records.

follow document-retention requirements

need to know

A purpose-based limit on information access.

restrict access on a need-to-know basis

non-retaliation

A policy or obligation against improper adverse treatment for reporting.

explain non-retaliation expectations

interim measure

A temporary step while assessment continues.

explain the purpose of an interim measure

control deficiency

A weakness in a process intended to prevent or detect problems.

document a control deficiency

regulatory inquiry

A request or investigation by an oversight authority.

coordinate a regulatory-inquiry response

access restriction

A limit on who may view or use information.

apply an authorized access restriction

retaliation

Adverse treatment connected to protected reporting or participation in context.

escalate a retaliation concern

remediation

Corrective action addressing an identified issue or weakness.

propose proportionate remediation

root cause

An underlying factor contributing to a problem.

assess the root cause

reporting obligation

A duty to provide information to a specified recipient.

assess a reporting obligation

investigation mandate

The authorized scope and purpose of an inquiry.

confirm the investigation mandate

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

exculpatory information EXCULPATORY INFORMATION

preserve exculpatory information

Keep the meaning precise: Information tending against responsibility or an allegation.

non-retaliation NON-RETALIATION

explain non-retaliation expectations

Keep the meaning precise: A policy or obligation against improper adverse treatment for reporting.

Phrases that move the work forward

Attribute the concern

The employee reports what a colleague described.

Preserve neutrality

The allegation has not yet been substantiated.

Limit distribution

This update is for the specifically authorized review team.

Separate action and finding

The interim step does not establish that misconduct occurred.

Correct overstatement

Please replace "violation confirmed" with the current factual status.

Protect completeness

Include information that may support or contradict the allegation.

Clarify the mandate

Does the approved scope include this additional transaction?

Explain status

No final finding or disclosure decision has been approved.

State a knowledge limit

The employee did not attend the alleged meeting.

Identify missing evidence

The relevant records and messages remain unreviewed.

Avoid a guarantee

I cannot promise absolute confidentiality in every circumstance.

Close with a review task

We will seek the identified records under the approved investigation process.

Seek a source

Who directly observed the event described in the account?

Preserve records

Follow the approved preservation instruction without altering the originals.

Flag authority

Any external reporting decision requires the assigned legal review.

Avoid retaliation

Escalate any concern about adverse treatment through the authorized channel.

Precision in real exchanges

Purpose: Identify missing evidence

Useful wording: The relevant records and messages remain unreviewed.

Purpose: Limit distribution

Useful wording: This update is for the specifically authorized review team.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which sentence preserves the source chain?

- A.** The employee witnessed the offer personally.
- B.** The records prove the payment.
- C.** The investigation has confirmed a violation.
- D.** The employee says a colleague described the alleged offer.

2. What does unsubstantiated necessarily mean here?

- A.** The reporting employee fabricated the account.
- B.** A secondhand report can never justify further investigation.
- C.** The allegation has not been established under the relevant process.
- D.** The allegation has been disproved after a completed inquiry.

3. A colleague needs the term for this meaning: Someone who brings a concern to attention. Which term fits?

- A.** finding
- B.** need to know
- C.** reporting person
- D.** control deficiency

D Choose the response that fits / continued

4. Rebuild the exchange from "An interview account is not an investigation finding".
Ruth: "The business manager wants an announcement that a violation occurred. I told her no finding has been approved and that the authorized team is still gathering information." **Ben:** [missing response] **Ruth:** "I will request the relevant records through the approved process. I also want to identify the colleague who may have direct knowledge of the alleged conversation." **Which response belongs in the gap?**

- A.** That is correct. An investigation finding must follow the appropriate assessment and approval. We cannot create one simply to make the business update more decisive.
- B.** Include that potential exculpatory information for assessment. Do not resolve its meaning now, and do not leave it out because it complicates the initial theory.
- C.** Say the allegation remains unsubstantiated at this stage. That status should neither dismiss the concern nor turn it into a finding before the evidence is assessed.
- D.** Then lead with the secondhand account. The concern is serious, but the wording must not suggest the employee attended the meeting or saw a payment.

[Answers and explanations, page 144](#)

One useful distinction

A secondhand account may identify an important lead, but it is not firsthand observation. A finding requires the appropriate assessment under the applicable process. Unsubstantiated does not necessarily mean false, and an interim measure does not itself establish wrongdoing.

E Conversation

An interview account is not an investigation finding

An interview account is not an investigation finding

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

access restriction / non-retaliation / corroborating evidence / exculpatory information / investigation mandate / investigation finding / reporting obligation / interim measure / secondhand account / unsubstantiated

- 01 **Ruth:** The employee described a possible personal benefit offered by a vendor. I want the briefing to preserve that the employee heard this from a colleague, not firsthand.
- 02 **Ben:** Then lead with the ¹ _____. The concern is serious, but the wording must not suggest the employee attended the meeting or saw a payment.
- 03 **Ruth:** No messages or transaction records have been reviewed yet. The interview gives us a lead to follow, and I have recorded the source as the employee described it.
- 04 **Ben:** Say the allegation remains ² _____ at this stage. That status should neither dismiss the concern nor turn it into a finding before the evidence is assessed.
- 05 **Ruth:** The business manager wants an announcement that a violation occurred. I told her no finding has been approved and that the authorized team is still gathering information.
- 06 **Ben:** That is correct. An ³ _____ must follow the appropriate assessment and approval. We cannot create one simply to make the business update more decisive.
- 07 **Ruth:** I will request the relevant records through the approved process. I also want to identify the colleague who may have direct knowledge of the alleged conversation.
- 08 **Ben:** Good. Seek ⁴ _____, but preserve material that points the other way as well. The inquiry should test the account, not only accumulate support for it.
- 09 **Ruth:** The employee also mentioned a message about a company event. We haven't reviewed it, but the offer might relate to that rather than a personal benefit.
- 10 **Ben:** Include that potential ⁵ _____ for assessment. Do not resolve its meaning now, and do not leave it out because it complicates the initial theory.

Conversation continues on the next page.

An interview account is not an investigation finding

CONVERSATION / CONTINUED

- 11 **Ruth:** For distribution, I have a small list of specifically authorized reviewers. The business manager asked for the interview notes to be sent to the entire department.
- 12 **Ben:** Keep the approved ⁶ _____. Route the wider request for review rather than forwarding the notes informally or promising that nobody else will ever see them.
- 13 **Ruth:** The employee asked whether anyone else would see the notes. I explained the approved handling process, but didn't promise that the notes would stay only with me.
- 14 **Ben:** That is important. Explain applicable ⁷ _____ expectations through the approved guidance too. Any concern about adverse treatment should reach the designated channel promptly.
- 15 **Ruth:** Operations is considering a temporary change to who approves this vendor's transactions. They want to know whether announcing that step means we have already determined wrongdoing.
- 16 **Ben:** Describe it as an ⁸ _____ if that is its approved purpose. State separately that no final finding is authorized; do not let the action imply a conclusion.
- 17 **Ruth:** I will keep the factual chronology, evidence requests, and approval status separate in the update. A potential regulator notification will be listed as a question for legal review.
- 18 **Ben:** Yes. A possible ⁹ _____ requires its own assessment. Neither public silence nor immediate disclosure should be assumed correct without that review.
- 19 **Ruth:** The briefing will say what was reported, how the employee learned it, which records remain unchecked, and who owns each next step. It will not name a confirmed violation.
- 20 **Ben:** That fits the current ¹⁰ _____. Send it to the approved recipients with the source limitation intact, and escalate any material change through the designated process.

CHECK THE GAPS

1. secondhand account / 2. unsubstantiated / 3. investigation finding / 4. corroborating evidence / 5. exculpatory information / 6. access restriction / 7. non-retaliation / 8. interim measure / 9. reporting obligation / 10. investigation mandate

[Why these answers fit, page 145](#)

F Check accuracy and scope

An interview account is not an investigation finding

Return to the case

During an internal interview, an employee tells Ruth, the investigator, that a vendor offered a purchasing manager a personal benefit. The employee did not attend the alleged meeting and says a colleague described it. No transaction records or messages have been reviewed. Ben, the compliance director, must brief a small authorized team. A business manager has asked him to announce that a violation occurred. No finding or disclosure decision has been approved.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. Which description avoids treating an interim measure as proof?

- A. The temporary step eliminates all review duties.
- B. The temporary step is precautionary; no finding is approved.
- C. The temporary step proves misconduct.
- D. The temporary step is a final court judgment.

2. Which communication requires additional authorized review?

- A. A neutral update to the authorized review team
- B. Identifying an unreviewed record
- C. Preserving the source of an account
- D. An external disclosure decision

[Answers and explanations, page 147](#)

Listen for the distinction

Switch roles. Retain unreviewed records and possible contradictory evidence; distinguish the allegation, interim measure and final finding.

Neutral language protects the inquiry

Neutrality is not evasiveness. A report can state a serious allegation clearly while identifying its source and limits. Keep access within the authorized process, avoid promises about absolute secrecy, and do not confuse an interim protective step with a final finding.

F Say it / transfer to a new case

Missing approvals, uncertain intent

A review finds that two invoice approvals were not recorded. The team has not determined why, whether an exception applied, or whether anyone acted deliberately. A manager requests a misconduct label.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

finding / review / intent / deficiency

- 01 **Reviewer:** Missing records do not establish ¹ _____.
- 02 **Counsel:** Describe the possible control ² _____ and required checks.
- 03 **Reviewer:** The cause and any applicable exception remain under ³ _____.
- 04 **Counsel:** Separate the temporary step from the final ⁴ _____.

CHECK THE GAPS

1. intent / 2. deficiency / 3. review / 4. finding

[Why these answers fit, page 147](#)

F Say it / transfer to a new case / continued

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "An interview account is not an investigation finding".
Ruth: "The employee asked whether anyone else would see the notes. I explained the approved handling process, but didn't promise that the notes would stay only with me."
Ben: [missing response] **Ruth:** "Operations is considering a temporary change to who approves this vendor's transactions. They want to know whether announcing that step means we have already determined wrongdoing." Which response belongs in the gap?

- A.** Then lead with the secondhand account. The concern is serious, but the wording must not suggest the employee attended the meeting or saw a payment.
- B.** Yes. A possible reporting obligation requires its own assessment. Neither public silence nor immediate disclosure should be assumed correct without that review.
- C.** That is important. Explain applicable non-retaliation expectations through the approved guidance too. Any concern about adverse treatment should reach the designated channel promptly.
- D.** That is correct. An investigation finding must follow the appropriate assessment and approval. We cannot create one simply to make the business update more decisive.

[Answers and explanations, page 148](#)

A Read the situation

LESSON 08 / ADVOCACY, SETTLEMENT, ETHICS, AND PROFESSIONAL JUDGMENT

Explain negotiating tradeoffs, distinguish proposals from client instructions, and preserve limits on authority.

Settlement priorities without settlement authority

A dispute team is preparing a settlement discussion. The business contact prioritizes payment within thirty days, while the client decision-maker also wants confidentiality. The opposing side has floated a payment figure but supplied no written terms. Nadia, counsel, and Tomas, the client representative, must prepare the options for the decision-maker. Tomas may collect information but cannot approve a settlement. No release, confidentiality wording, payment schedule, or authority range has been approved.

People: Tomas, Client representative; Nadia, Counsel.

Read the record

Choose one answer per question using the facts above.

1. Which priority belongs to the business contact?

- A. A final court judgment
- B. Payment within thirty days
- C. An unlimited release already accepted
- D. A promise never to report any matter

2. What can Tomas currently do?

- A. Approve the complete settlement
- B. Accept any floated figure
- C. Sign the release without review
- D. Collect information for the decision-maker

3. Which terms are approved?

- A. None of the listed settlement terms
- B. A complete release and confidentiality clause
- C. The final payment schedule
- D. A binding authority range

[Answers and explanations, page 149](#)

B Vocabulary in use

CORE TERMS

advocacy

Reasoned presentation of a position for a client or cause.

present measured advocacy

settlement authority

Permission to negotiate or agree within specified limits.

confirm settlement authority

counteroffer

A response proposing different terms from an earlier offer.

prepare an authorized counteroffer

release

Wording relinquishing specified claims or rights under agreed terms.

define the release scope

confidentiality clause

Terms restricting specified use or disclosure of information.

review confidentiality exceptions

no admission

Wording addressing whether agreement acknowledges liability or wrongdoing.

review the no-admission clause

settlement

An agreement resolving specified claims or disputes.

negotiate settlement terms

offer

A proposal whose legal effect depends on its terms and context.

clarify the offer terms

term sheet

A summary of proposed or agreed principal terms, with effect depending on context.

review the term sheet's status

mutual release

Releases given by more than one party as specified.

negotiate a mutual release

non-disparagement

Restrictions on specified adverse statements about a party.

distinguish non-disparagement from confidentiality

payment schedule

Agreed timing and structure of payments.

confirm the payment schedule

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

advocacy **ADVOCACY**

present measured advocacy

Keep the meaning precise: Reasoned presentation of a position for a client or cause.

term sheet **TERM SHEET**

review the term sheet's status

Keep the meaning precise: A summary of proposed or agreed principal terms, with effect depending on context.

B Precision and professional shorthand

EXTEND YOUR RANGE

installment

One payment in a series.

specify the installment amount

enforcement

Steps to secure compliance with an obligation or decision.

assess enforcement options

with prejudice

A label generally indicating a final bar on bringing the dismissed claim again, subject to law.

review dismissal with prejudice

mediation

A facilitated negotiation process using a neutral participant.

prepare for mediation

caucus

A separate meeting within a mediation or negotiation process.

request an authorized caucus

default provision

Terms addressing failure to meet an agreed obligation.

assess the default provision

dismissal

Termination of claims or proceedings through the applicable process.

coordinate the dismissal documentation

without prejudice

A context-dependent label concerning rights, proceedings, or negotiations.

clarify the effect of without-prejudice wording

mediator

A neutral person helping parties seek a negotiated resolution.

clarify the mediator's role

impasse

A point at which negotiations are not progressing.

identify the source of an impasse

B Precision and professional shorthand / continued

reservation price

A negotiating limit used internally under specified assumptions.

protect the approved reservation price

informed instruction

A client direction given after adequate explanation of relevant matters.

obtain an informed instruction

Say it in context

Stress the highlighted expression. Keep the surrounding words connected; pause at the end of the phrase.

payment schedule PAYMENT SCHEDULE

confirm the payment schedule

Keep the meaning precise: Agreed timing and structure of payments.

with prejudice WITH PREJUDICE

review dismissal with prejudice

Keep the meaning precise: A label generally indicating a final bar on bringing the dismissed claim again, subject to law.

Phrases that move the work forward

State the status

The other side floated a figure; written terms are not available.

Confirm authority

Who may authorize a counteroffer, and within what limits?

Request the package

Please identify the release, payment, and confidentiality terms together.

Preserve the decision

The final instruction belongs to the authorized client decision-maker.

Avoid a guarantee

We can explain the proposal's implications, not promise acceptance.

Clarify the release

Which claims and parties would the proposed release cover?

Check exceptions

The confidentiality wording needs review for required or protected disclosures.

Identify incompleteness

Agreement on a number alone does not settle the remaining terms.

Separate priorities

Payment timing and confidentiality are distinct negotiating questions.

Limit the response

I can gather information, but I cannot approve the settlement.

Explain a tradeoff

An earlier payment may be valuable, but the linked conditions still require review.

Close with next steps

We will present the options and seek a clear instruction before responding.

Check the trigger

From which event would the thirty-day payment period run?

Separate concepts

Non-disparagement and confidentiality do not regulate exactly the same conduct.

Report the limit

The current authority does not extend to that concession.

Confirm instructions

Please confirm the approved position and any conditions attached to it.

Precision in real exchanges

Purpose: Limit the response

Useful wording: I can gather information, but I cannot approve the settlement.

Purpose: Request the package

Useful wording: Please identify the release, payment, and confidentiality terms together.

D Choose the response that fits

Choose one response for each situation. Preserve the facts, the decision boundary, and the purpose of the exchange.

1. Which response fits Tomas's authority?

- A.** I accept on behalf of every client entity.
- B.** Any figure discussed is automatically approved.
- C.** I can waive the release review to save time.
- D.** I can collect the terms for the decision-maker but cannot approve them.

2. Which question identifies the missing start of the payment period?

- A.** Which currency will the settlement use?
- B.** Which claims will the release cover?
- C.** Who can approve the counteroffer?
- D.** What event starts the thirty-day payment period?

3. A colleague needs the term for this meaning: A proposal whose legal effect depends on its terms and context. Which term fits?

- A.** offer
- B.** enforcement
- C.** caucus
- D.** confidentiality clause

D Choose the response that fits / continued

4. Rebuild the exchange from "Settlement priorities without settlement authority".
Tomas: "For timing, should I ask whether thirty days runs from agreement in principle, signature, or another event? Each version could give the business a different payment date." Nadia: [missing response] Tomas: "The business contact says a quick payment matters more than a long dispute. I can report that preference while keeping the confidentiality concern beside it for review." Which response belongs in the gap?

- A.** Yes. The payment schedule needs a defined trigger and any proposed installments. Do not turn the client's preferred period into a term the other side has already accepted.
- B.** Yes. Review each clause and its exceptions. We must not assume a proposed restriction can prevent required or protected disclosures merely because the document calls itself confidential.
- C.** Exactly. Record the counteroffer and any conditions attached to that authority. Do not combine separate suggestions into a new package the client never instructed us to propose.
- D.** That frames the tradeoff usefully. Explain the linked conditions and uncertainty, rather than presenting speed as a reason to stop reviewing the rest of the agreement.

[Answers and explanations, page 149](#)

One useful distinction

A floated payment figure is not a complete account of settlement terms. Payment timing, release scope, confidentiality, and approval authority may change the decision. Do not describe a proposal as accepted when the authorized client decision has not occurred.

E Conversation

Settlement priorities without settlement authority

Settlement priorities without settlement authority

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

informed instruction / advice / release / impasse / proposal / payment schedule / authority / counteroffer / clause / tradeoff

- 01 **Tomas:** The business contact wants payment within thirty days, and the other side floated a figure. The decision-maker also wants confidentiality, but we have no written terms yet.
- 02 **Nadia:** Then treat the discussion as an incomplete ¹ _____. We need the payment trigger, release scope, and confidentiality wording before presenting the package for a decision.
- 03 **Tomas:** I can ask for those details. I cannot approve a settlement, although the business contact seems to expect me to tell the other side that the number works.
- 04 **Nadia:** Make your ² _____ clear. You can gather the terms for the decision-maker without accepting a figure or implying that the remaining provisions are routine.
- 05 **Tomas:** For timing, should I ask whether thirty days runs from agreement in principle, signature, or another event? Each version could give the business a different payment date.
- 06 **Nadia:** Yes. The ³ _____ needs a defined trigger and any proposed installments. Do not turn the client's preferred period into a term the other side has already accepted.

E Conversation / continued

- 07 **Tomas:** The business contact says a quick payment matters more than a long dispute. I can report that preference while keeping the confidentiality concern beside it for review.
- 08 **Nadia:** That frames the ⁴ _____ usefully. Explain the linked conditions and uncertainty, rather than presenting speed as a reason to stop reviewing the rest of the agreement.
- 09 **Tomas:** The suggested release sounds broad, but I have not seen the text. I will ask which claims and entities it covers instead of calling it a standard release.
- 10 **Nadia:** Correct. The ⁵ _____ requires careful review. Standard is not a substitute for identifying who gives up what, under which terms, and with what approval.

Conversation continues on the next page.

Settlement priorities without settlement authority

CONVERSATION / CONTINUED

- 11 **Tomas:** The other side also mentioned confidentiality and non-disparagement in one sentence. I should ask for separate wording because those terms do not describe exactly the same restriction.
- 12 **Nadia:** Yes. Review each ⁶ _____ and its exceptions. We must not assume a proposed restriction can prevent required or protected disclosures merely because the document calls itself confidential.
- 13 **Tomas:** If the decision-maker asks whether confidentiality is guaranteed, I will explain that you need to assess the wording and applicable limits before making any recommendation.
- 14 **Nadia:** Good. Our ⁷ _____ should support an informed choice. Reassurance must not become a promise about legal effect, enforceability, or the other side's future behavior.
- 15 **Tomas:** Suppose the decision-maker authorizes a response with an earlier payment date but a narrower release. I would need the exact approved position before transmitting it.
- 16 **Nadia:** Exactly. Record the ⁸ _____ and any conditions attached to that authority. Do not combine separate suggestions into a new package the client never instructed us to propose.
- 17 **Tomas:** If they accept the payment date but reject the narrower release, I'll report those separately. We may have progress on one term even if the package isn't agreed.

Settlement priorities without settlement authority / continued

- 18 **Nadia:** Describe the ⁹ _____ precisely. Payment timing might be workable while release or confidentiality remains open, and the next instruction should reflect those distinctions.
- 19 **Tomas:** I'll collect the written terms for the decision-maker. Until we have instructions, I'll make clear that we're gathering information, not accepting.
- 20 **Nadia:** Then we can seek an ¹⁰ _____. Keep the proposal, recommendation, and client decision separate so everyone understands the next step and who may take it.

CHECK THE GAPS

1. proposal / 2. authority / 3. payment schedule / 4. tradeoff / 5. release / 6. clause / 7. advice / 8. counteroffer / 9. impasse / 10. informed instruction

[Why these answers fit, page 151](#)

F Check accuracy and scope

Settlement priorities without settlement authority

Return to the case

A dispute team is preparing a settlement discussion. The business contact prioritizes payment within thirty days, while the client decision-maker also wants confidentiality. The opposing side has floated a payment figure but supplied no written terms. Nadia, counsel, and Tomas, the client representative, must prepare the options for the decision-maker. Tomas may collect information but cannot approve a settlement. No release, confidentiality wording, payment schedule, or authority range has been approved.

Choose one answer per question. Use the case facts and keep any uncertainty or limits intact.

1. Which statement correctly separates two restrictions?

- A. Neither requires review of its actual wording.
- B. Confidentiality concerns disclosure; non-disparagement concerns specified adverse statements.
- C. They always have identical wording and effect.
- D. Either label automatically overrides every reporting duty.

2. Which description fits the current proposal?

- A. An accepted release of every claim
- B. Incomplete terms awaiting review and client instruction
- C. A fully authorized signed settlement
- D. A final judgment requiring payment

[Answers and explanations, page 152](#)

Listen for the distinction

Switch roles. Ask for the thirty-day trigger, release scope and confidentiality wording before seeking the authorized client's instruction.

Firm advocacy still has boundaries

A persuasive presentation makes a position and its reasons clear without manufacturing instructions or promising an outcome. Distinguish what the other side suggested, what the client values, what counsel recommends, and what the authorized decision-maker has actually approved.

F Say it / transfer to a new case

A mediator asks whether the figure is accepted

A representative may relay information in a mediation but has no authority to accept an amount. A mediator asks for confirmation while release wording and payment timing remain unresolved.

Complete the four gaps. With a partner, read alternate roles, then switch. Studying alone, read both roles and pause before each response.

WORD AND PHRASE BANK

instruction / unresolved / authority / proposal

- 01 **Representative:** I can relay the figure, but acceptance is outside my ¹ _____.
- 02 **Counsel:** The release and payment terms remain ² _____.
- 03 **Representative:** We will seek the decision-maker's ³ _____ after explaining those terms.
- 04 **Counsel:** Until then, describe the figure as a ⁴ _____ rather than an accepted agreement.

CHECK THE GAPS

1. authority / 2. unresolved / 3. instruction / 4. proposal

[Why these answers fit, page 152](#)

F Say it / transfer to a new case / continued

Rebuild the exchange

Choose the missing response. Read the completed three-turn exchange aloud, changing roles on the second reading.

1. Rebuild the exchange from "Settlement priorities without settlement authority".

Tomas: "If the decision-maker asks whether confidentiality is guaranteed, I will explain that you need to assess the wording and applicable limits before making any recommendation." Nadia: [missing response] Tomas: "Suppose the decision-maker authorizes a response with an earlier payment date but a narrower release. I would need the exact approved position before transmitting it." Which response belongs in the gap?

- A.** Correct. The release requires careful review. Standard is not a substitute for identifying who gives up what, under which terms, and with what approval.
- B.** Good. Our advice should support an informed choice. Reassurance must not become a promise about legal effect, enforceability, or the other side's future behavior.
- C.** Make your authority clear. You can gather the terms for the decision-maker without accepting a figure or implying that the remaining provisions are routine.
- D.** Then treat the discussion as an incomplete proposal. We need the payment trigger, release scope, and confidentiality wording before presenting the package for a decision.

[Answers and explanations, page 153](#)

Review 4 / Meaning and context

Use language from the lessons you have completed. Choose one answer per question.

Case file

Revisit "Corporate, Compliance, Regulatory, and Investigation Language" and "Advocacy, Settlement, Ethics, and Professional Judgment". Choose precise terminology, then reconstruct the missing responses using both neighboring turns. The final two questions also revisit earlier conversations.

1. A colleague needs the term for this meaning: Conduct reported as potentially improper but not yet established. Which term fits?

- A. access restriction
- B. corroborating record
- C. alleged misconduct
- D. root cause

2. A colleague needs the term for this meaning: Releases given by more than one party as specified. Which term fits?

- A. mediation
- B. mutual release
- C. installment
- D. advocacy

3. Rebuild the exchange from "Changing delivery time without conceding the whole clause". Marcus: "Procurement may ask for a shorter cure period in return. Can I offer that now to make the delivery proposal easier to accept?" Elena: [missing response] Marcus: "Then I need instructions on alternatives before the call. Otherwise I could agree to something the business hasn't assessed." Which response belongs in the gap?

- A. Flag that conflict and the order of precedence provision. We should reconcile the documents, not assume the customer will choose our preferred wording.
- B. No such concession is authorized. A remedy change needs its own review; it isn't included merely because we're discussing delivery timing.
- C. That keeps the scope clear. We can review a defined timing proposal instead of discovering unrelated concessions inside the clean document.
- D. Agreed. The redline needs to show both changes. We'll keep them visible instead of presenting this as a simple five-day extension.

Review 4 / Meaning and context / continued

4. Rebuild the exchange from "Settlement priorities without settlement authority".
Tomas: "If they accept the payment date but reject the narrower release, I'll report those separately. We may have progress on one term even if the package isn't agreed." Nadia: [missing response] Tomas: "I'll collect the written terms for the decision-maker. Until we have instructions, I'll make clear that we're gathering information, not accepting." Which response belongs in the gap?

- A.** Good. Our advice should support an informed choice. Reassurance must not become a promise about legal effect, enforceability, or the other side's future behavior.
- B.** Correct. The release requires careful review. Standard is not a substitute for identifying who gives up what, under which terms, and with what approval.
- C.** Describe the impasse precisely. Payment timing might be workable while release or confidentiality remains open, and the next instruction should reflect those distinctions.
- D.** Make your authority clear. You can gather the terms for the decision-maker without accepting a figure or implying that the remaining provisions are routine.

[Answers and explanations, page 163](#)

Language for the next case

Negotiating the scope of a document search

phased search

Phased search divides collection or review into agreed stages instead of treating the initial stage as necessarily complete.

Jules: I'm proposing a phased search, not a final exclusion. Those four negotiated the agreement and managed the disputed deliveries.

date range

Date range defines the time span of records included in a particular search.

Jules: Then we should identify the representation and the relevant earlier period. We may need a different date range for that issue.

Responsiveness

Responsiveness concerns whether material falls within a document request; privilege is a separate review question.

Jules: Correct. Responsiveness and privilege review still follow the applicable protocol.

custodian

Custodian means a person whose potentially relevant records are identified for preservation or collection.

Jules: Please give me the document reference. I'll review adding Drew as a custodian for the first phase.

search terms

Search terms are words or expressions used to locate potentially relevant material, not final responsiveness decisions.

Jules: Yes, if we agree how to select and review it. We can use the sample to refine the search terms.

dispute

Dispute means the specific unresolved disagreement, not an agreement to withhold records unilaterally.

Jules: I will. If we can't agree on the remaining scope, we'll identify that dispute and follow the required process for this case.

Read the phrases aloud. Then complete the conversation on the following pages using the word bank.

Conversation

Negotiating the scope of a document search

In a fictional US civil case, opposing counsel request messages from twelve employees over five years. The responding team proposes an initial search covering four employees and eighteen months, subject to counsel's review of the applicable rules and case orders.

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

phased search / search terms / date range / Responsiveness / dispute / custodian

- 01 **Mara:** Your proposal covers four employees. Our request names twelve. Why exclude the other eight?
- 02 **Jules:** I'm proposing a ¹ _____, not a final exclusion. Those four negotiated the agreement and managed the disputed deliveries.
- 03 **Mara:** One of the others approved the pricing changes. Their messages may matter too.
- 04 **Jules:** Which person and which changes? If we can identify that connection, I can take a specific addition back to the team.
- 05 **Mara:** Drew approved the revised pricing in March. The email chain we produced names Drew.
- 06 **Jules:** Please give me the document reference. I'll review adding Drew as a ² _____ for the first phase.
- 07 **Mara:** The eighteen-month period is also narrower than our request.
- 08 **Jules:** It covers negotiation through the last disputed delivery. What issue requires the earlier years?
- 09 **Mara:** We allege that the same pricing representation appeared before this contract.
- 10 **Jules:** Then we should identify the representation and the relevant earlier period. We may need a different ³ _____ for that issue.

Conversation continues on the next page.

Negotiating the scope of a document search

CONVERSATION / CONTINUED

- 11 **Mara:** Could you run our keywords across everything and tell us the hit count?
- 12 **Jules:** We'll assess that proposal. A hit count alone won't tell either of us how much responsive material it retrieves.
- 13 **Mara:** Would a sample help test the terms?
- 14 **Jules:** Yes, if we agree how to select and review it. We can use the sample to refine the
4 _____.
- 15 **Mara:** I don't want refinement to become a way to omit unfavorable documents.
- 16 **Jules:** Understood. Let's record the scope, the sampling approach, and unresolved issues. Neither side has agreed that the first phase satisfies the entire request.
- 17 **Mara:** And collection doesn't mean the material is cleared for production.
- 18 **Jules:** Correct. 5 _____ and privilege review still follow the applicable protocol.
- 19 **Mara:** I'll send Drew's reference and the earlier representation today. Please circulate a revised proposal afterward.
- 20 **Jules:** I will. If we can't agree on the remaining scope, we'll identify that
6 _____ and follow the required process for this case.

CHECK THE GAPS

1. phased search / 2. custodian / 3. date range / 4. search terms / 5. Responsiveness / 6. dispute

[Why these answers fit, page 166](#)

A search hit is mistaken for a production instruction

A review coordinator receives the search results. Counsel has not completed responsiveness or privilege review and has not authorized production.

Complete the exchange using each phrase once. Read both roles, then switch roles and repeat with the bank covered.

WORD AND PHRASE BANK

hit / review / collection / authorization

- 01 **Coordinator:** Should every search ¹ _____ go straight into the production set?
- 02 **Counsel:** No. Keep the results in the ² _____ set under our protocol.
- 03 **Coordinator:** I'll record the search terms and date range in the ³ _____ record.
- 04 **Counsel:** Good. No production until the required review and ⁴ _____ are complete.

CHECK THE GAPS

1. hit / 2. review / 3. collection / 4. authorization

[Why these answers fit, page 166](#)

Keep the distinction audible

Narrow a discovery proposal without confusing a search agreement with a production decision.

Language for the next case

Preparing a witness to distinguish memory from a document

basis

Basis identifies the source supporting an answer, such as personal memory or a document.

Asha: That distinction matters. Keep the basis of your answer clear.

clarification

Clarification resolves an unclear meaning so the witness does not answer a different question.

Asha: Good. Request clarification rather than silently choose one meaning.

correction

Correction makes an inaccurate answer accurate; it is different from changing truthful evidence to help a side.

Asha: Raise the need for a correction promptly. I'll explain the procedure that applies.

premise

Premise is an assumption contained in a question, here that the witness approved the shipment.

Asha: Explain that difference. You can correct the premise before answering what you actually know.

exhibit

Exhibit is the document or other material identified for use in the proceeding.

Asha: Exactly. Review the exhibit you're shown, not the document you assume it is.

firsthand knowledge

Firsthand knowledge comes from the witness's own observation or experience, rather than another person's account.

Robin: Then I'll keep firsthand knowledge separate from the email and anything I heard afterward.

Read the phrases aloud. Then complete the conversation on the following pages using the word bank.

Conversation

Preparing a witness to distinguish memory from a document

Counsel prepares an employee witness for a fictional civil deposition. A shipping email is dated 14 June, but the witness does not independently remember the shipment date. Counsel will explain the applicable deposition procedure separately; the language practice concerns truthful, precise answers.

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

premise / correction / exhibit / clarification / firsthand knowledge / basis

- 01 **Asha:** Let's practice with the shipping email. When did the shipment leave?
- 02 **Robin:** June fourteenth, according to the email. I don't actually remember the date myself.
- 03 **Asha:** That distinction matters. Keep the ¹ _____ of your answer clear.
- 04 **Robin:** Would it sound evasive to say I don't remember?
- 05 **Asha:** Not if that's true. Don't claim a memory you don't have, and don't deny a memory you do have.
- 06 **Robin:** What if the question assumes I approved the shipment? I only prepared the packing list.
- 07 **Asha:** Explain that difference. You can correct the ² _____ before answering what you actually know.
- 08 **Robin:** Could I say, "I prepared the list, but I wasn't the person who approved dispatch"?
- 09 **Asha:** Yes, if that's accurate. Now suppose you don't understand what dispatch means in the question.
- 10 **Robin:** I'd ask whether they mean approval to ship or the truck actually leaving.

Conversation continues on the next page.

Preparing a witness to distinguish memory from a document

CONVERSATION / CONTINUED

- 11 **Asha:** Good. Request ³ _____ rather than silently choose one meaning.
- 12 **Robin:** And if they show me another email that changes what I remember?
- 13 **Asha:** Take time to read the relevant material. Say what it refreshes and what still isn't within your personal recollection.
- 14 **Robin:** I shouldn't agree with their summary just because the document looks familiar.
- 15 **Asha:** Exactly. Review the ⁴ _____ you're shown, not the document you assume it is.
- 16 **Robin:** What if I realize my earlier answer was wrong?
- 17 **Asha:** Raise the need for a ⁵ _____ promptly. I'll explain the procedure that applies.
- 18 **Robin:** I'm worried about saying something that hurts the company's case.
- 19 **Asha:** Your job is to answer truthfully, not to choose the most helpful version. Separate what you observed from what someone later told you.
- 20 **Robin:** Then I'll keep ⁶ _____ separate from the email and anything I heard afterward.

CHECK THE GAPS

1. basis / 2. premise / 3. clarification / 4. exhibit / 5. correction / 6. firsthand knowledge

[Why these answers fit, page 168](#)

Clarifying an ambiguous question

During another practice exchange, the word approved could mean preparing a document or authorizing shipment. The witness prepared the document but did not authorize shipment.

Complete the exchange using each phrase once. Read both roles, then switch roles and repeat with the bank covered.

WORD AND PHRASE BANK

authorizing / leave / document / role

- 01 **Counsel:** Did you approve the shipment ¹ _____?
- 02 **Witness:** Could you clarify whether you mean preparing it or ² _____ dispatch?
- 03 **Counsel:** I mean giving permission for the goods to ³ _____.
- 04 **Witness:** No. I prepared the paperwork, but that decision was outside my
⁴ _____.

CHECK THE GAPS

1. document / 2. authorizing / 3. leave / 4. role

[Why these answers fit, page 168](#)

Keep the distinction audible

Ask for clarification and state the basis of an answer without guessing.

Language for the next case

Explaining an invoice that exceeds the estimate

disbursements

Disbursements are expenses paid or incurred in connection with the matter, separate from professional fees.

Leo: The invoice lists seventy-two hundred in fees and three hundred in disbursements. I'll walk through both with you.

itemized

Itemized means broken down into individual entries so the work and charges can be examined.

Leo: I'll provide an itemized account, with the work described clearly and confidential details handled appropriately.

budget

Budget is the planned spending amount for the defined work, subject to the agreed terms and approval.

Leo: I'll send a revised budget showing assumptions and what would trigger another discussion.

fee cap

Fee cap means an agreed upper limit on fees, which is not automatically created by every estimate.

Leo: Then we need to review the engagement wording together. I won't assume we understood fee cap and estimate in the same way.

scope

Scope defines the work covered by the engagement and the proposed next phase.

Leo: Before that work proceeds, let's confirm the scope and the spending instructions with the authorized client contact.

cadence

Cadence means the regular frequency of updates, here about work and spending.

Leo: Understood. Let's agree a reporting cadence for the next phase and a clear contact for questions.

Read the phrases aloud. Then complete the conversation on the following pages using the word bank.

Conversation

Explaining an invoice that exceeds the estimate

A client questions an invoice for a contract matter: \$7,200 in professional fees plus \$300 in disbursements. The initial fee estimate was \$6,500. The engagement terms and the effect of additional negotiation rounds must be reviewed before counsel responds on the disputed amount.

Complete the numbered gaps. Use each bank entry once; some entries contain several words.

WORD AND PHRASE BANK

budget / fee cap / scope / disbursements / itemized / cadence

- 01 **Marin:** Your estimate was sixty-five hundred. The invoice is seventy-five hundred. What changed?
- 02 **Leo:** The invoice lists seventy-two hundred in fees and three hundred in
1 _____. I'll walk through both with you.
- 03 **Marin:** I understood the estimate as the maximum we would pay.
- 04 **Leo:** Then we need to review the engagement wording together. I won't assume we understood 2 _____ and estimate in the same way.
- 05 **Marin:** The additional negotiation rounds may explain more work, but nobody explained the likely cost to me.
- 06 **Leo:** That's a fair question. I'll check the scope updates and who received them before I tell you what was communicated.
- 07 **Marin:** Please don't just send me a total number of hours. I need to see what those hours covered.
- 08 **Leo:** I'll provide an 3 _____ account, with the work described clearly and confidential details handled appropriately.
- 09 **Marin:** What are the three hundred dollars of expenses?
- 10 **Leo:** I'll verify the underlying entries and receipts. The label on the invoice isn't enough to answer which costs were incurred and whether they were agreed.

Conversation continues on the next page.

Explaining an invoice that exceeds the estimate

CONVERSATION / CONTINUED

- 11 **Marin:** Can we pay the undisputed portion while you review the rest?
- 12 **Leo:** Let me confirm the appropriate arrangement with billing and the engagement terms. I'll give you a written response rather than improvise one here.
- 13 **Marin:** We also have another round of negotiations scheduled next week.
- 14 **Leo:** Before that work proceeds, let's confirm the ⁴ _____ and the spending instructions with the authorized client contact.
- 15 **Marin:** I can request approval, but our finance director has to authorize additional spending.
- 16 **Leo:** I'll send a revised ⁵ _____ showing assumptions and what would trigger another discussion.
- 17 **Marin:** And the disputed invoice?
- 18 **Leo:** I'll send the breakdown and my response by Thursday. I'll also identify any agreed adjustment separately, so the record is clear.
- 19 **Marin:** That would help. I want predictable updates, not a surprise at the end.
- 20 **Leo:** Understood. Let's agree a reporting ⁶ _____ for the next phase and a clear contact for questions.

CHECK THE GAPS

1. disbursements / 2. fee cap / 3. itemized / 4. scope / 5. budget / 6. cadence

[Why these answers fit, page 170](#)

A new task arrives outside the reviewed scope

The client asks the contract team to handle a separate employment issue. The existing engagement and fee estimate cover only the contract matter.

Complete the exchange using each phrase once. Read both roles, then switch roles and repeat with the bank covered.

WORD AND PHRASE BANK

work / only / engagement / approval

- 01 **Client:** Can you include the employment issue under the existing ¹ _____?
- 02 **Counsel:** We need to review the additional ² _____ before confirming that.
- 03 **Client:** Please provide a separate estimate and identify the required ³ _____.
- 04 **Counsel:** I will. The current estimate covers the contract matter ⁴ _____.

CHECK THE GAPS

1. engagement / 2. work / 3. approval / 4. only

[Why these answers fit, page 170](#)

Keep the distinction audible

Handle a billing question by separating fees, expenses, estimates, and agreed scope.

01 / Answers and explanations

A / Read the situation

A1. What does the available email report?

A. Delivery on 18 May

The email supplies a reported delivery date, not the complete contractual terms or a legal ruling.

[Return to the exercise, page 4](#)

A2. Where does the 15 May date currently come from?

D. The client's account

The briefing attributes the date to the client; the agreement and amendments have not been reviewed.

[Return to the exercise, page 4](#)

A3. Which conclusion remains unapproved?

B. Whether the supplier breached an applicable obligation

The case has not established the governing obligation or approved a breach or remedy conclusion.

[Return to the exercise, page 4](#)

D / Response choices

D1. Which sentence accurately describes the available record?

D. The client reports a 15 May promise; the email records delivery on 18 May.

The correct statement keeps the two sources separate and does not invent reviewed terms or a ruling.

[Return to the exercise, page 8](#)

D2. Which word best signals an initial analysis?

C. preliminary

Preliminary indicates work subject to further review; the other words imply different procedural or final states.

[Return to the exercise, page 8](#)

01 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: A governing proposition whose applicability must be assessed. Which term fits?

C. rule

A Not here. reservation: A stated concern or limit on a position. The usual combination is "express a reservation".

B Not here. breach: Failure to comply with an applicable legal or contractual duty. The usual combination is "assess an alleged breach".

C Correct. rule: A governing proposition whose applicability must be assessed. The usual combination is "identify the applicable rule".

D Not here. assumption: A proposition used provisionally without establishing it. The usual combination is "state the working assumption".

[Return to the exercise, page 8](#)

D4. Rebuild the exchange from "A late-delivery email is not the whole contract". Ava: "Would client alleges breach work as a heading if I immediately explain that the governing terms haven't been reviewed?" Daniel: [missing response] Ava: "I'll request the signed agreement. Do we also need later changes that might have affected this particular shipment?" Which response belongs in the gap?

D. Yes, present the client's allegation as their position. Then identify what we need to check rather than leaving the heading to do the analysis.

A Not here. This line belongs to turn 16, after Ava says: "A colleague wants to retain three days late because the dates are clear. Which question would test that wording without dismissing the chronology?" It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 4, after Ava says: "Only those two sources so far. I can say who supplied each date, but I can't yet say which contractual deadline governed." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 20, after Ava says: "I'll request the signed agreement and relevant changes today, with the source references attached. Please review the revised note before any client assessment goes out." It addresses that point, not the missing turn in the supplied exchange.

D Correct. This is Daniel's response in turn 6. It connects Ava's preceding point with Ava's follow-up. An allegation is an asserted position whose truth or legal effect is not yet established by the team.

[Return to the exercise, page 8](#)

E / Conversation

1. conclusion

Turn 2. A conclusion about breach requires analysis of the applicable obligation; the two dates alone do not establish it.

01 / Answers and explanations / continued

2. attribution

Turn 4. Attribution identifies who supplied a statement, preventing a reported promise from becoming an independently established contract term.

3. allegation

Turn 6. An allegation is an asserted position whose truth or legal effect is not yet established by the team.

4. amendments

Turn 8. Amendments may change contractual terms; reviewing only an initial agreement could miss the obligation actually applicable to the shipment.

5. factual record

Turn 10. The factual record assembles information with its sources and limitations; it supports later analysis without erasing differences in evidential support.

6. Causation

Turn 12. Causation concerns the legally relevant connection between the conduct and the loss; an asserted lost sale does not automatically establish that connection.

7. qualification

Turn 14. A qualification states a material limit, here that the terms and consequences remain subject to review.

8. obligation

Turn 16. The obligation is the duty against which conduct is assessed; requesting its source tests the analysis rather than the colleague's competence.

9. preliminary

Turn 18. Preliminary marks an initial analysis that remains open to further documents and review, without concealing the client's concern.

10. analysis

Turn 20. Analysis connects the established facts and applicable rules before reaching a conclusion; it is more than putting a legal label on a chronology.

[Return to the conversation, page 10](#)

01 / Answers and explanations / continued

F / Accuracy and scope

F1. Which request targets the missing contractual basis?

C. Please obtain the signed agreement and relevant amendments.

The agreement and amendments can identify the obligation; confident wording cannot supply missing terms.

[Return to the exercise, page 12](#)

F2. Which distinction matters before recommending a remedy?

D. Claimed loss versus legally recoverable damages

A client's stated loss does not establish recoverability or amount. The alternative shortcuts also substitute a label, reported term or date interval for legal analysis.

[Return to the exercise, page 12](#)

F / Guided speaking

1. reports

Paralegal: The client reports that service ended early.

Turn 1. Reports attributes the account without presenting an unreviewed legal conclusion as established.

2. clause

Counsel: Obtain the governing termination clause and any amendments.

Turn 2. The applicable contractual wording is needed before assessing the legal effect of the termination.

3. preliminary

Paralegal: Until that review, the validity assessment remains preliminary.

Turn 3. The relevant terms remain unreviewed, so the assessment cannot accurately be described as final.

4. summary

Counsel: Keep that qualification attached to the summary circulated internally.

Turn 4. A shortened internal account must retain material limits rather than appear more certain than the underlying analysis.

[Return to the conversation, page 13](#)

01 / Answers and explanations / continued

F / Rebuild the exchange

1. Rebuild the exchange from "A late-delivery email is not the whole contract". Ava: "I'll move it to a separate entry and retain the source. The short team update should carry the same limit as the detailed chronology." Daniel: [missing response] Ava: "A colleague wants to retain three days late because the dates are clear. Which question would test that wording without dismissing the chronology?" Which response belongs in the gap?

A. Exactly. Keep the qualification beside the claim when shortening it. Don't let the brief version sound final while the longer version says the terms are missing.

A Correct. This is Daniel's response in turn 14. It connects Ava's preceding point with Ava's follow-up. A qualification states a material limit, here that the terms and consequences remain subject to review.

B Not here. This line belongs to turn 16, after Ava says: "A colleague wants to retain three days late because the dates are clear. Which question would test that wording without dismissing the chronology?" It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 6, after Ava says: "Would client alleges breach work as a heading if I immediately explain that the governing terms haven't been reviewed?" It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 20, after Ava says: "I'll request the signed agreement and relevant changes today, with the source references attached. Please review the revised note before any client assessment goes out." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 13](#)

02 / Answers and explanations

A / Read the situation

A1. What remains incomplete?

A. The conflicts review

The briefing says conflicts review is unfinished and no advice or acceptance has been authorized.

[Return to the exercise, page 14](#)

A2. What may Leo accurately describe?

D. The intake process and information needed for review

Leo coordinates intake and lacks authorization to provide the requested substantive advice or confirm acceptance.

[Return to the exercise, page 14](#)

A3. How should the mentioned deadline be treated?

D. As an unverified urgent point for the assigned reviewer

The possible deadline needs prompt qualified review; intake status neither verifies it nor changes it.

[Return to the exercise, page 14](#)

D / Response choices

D1. Which acknowledgment avoids implying substantive advice?

C. We received your inquiry; conflicts review and any acceptance decision remain pending.

The correct response confirms receipt and current process status without authorizing action or making a blanket confidentiality claim.

[Return to the exercise, page 19](#)

D2. Which question supports the stated conflict process?

A. What are the names of the opposing party and related entities?

Party and related-entity identifiers support the stated review. A trading name, urgency or prior contact does not complete that review or authorize acceptance.

[Return to the exercise, page 19](#)

02 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: A document recording terms of a professional assignment. Which term fits?

D. engagement letter

A Not here. authorization: Permission to perform a specified action. The usual combination is "confirm advice authorization".

B Not here. screening: A controlled process limiting involvement or access where applicable. The usual combination is "follow an approved screening process".

C Not here. related entity: An organization connected to a relevant party. The usual combination is "list related entities".

D Correct. engagement letter: A document recording terms of a professional assignment. The usual combination is "review the engagement letter".

[Return to the exercise, page 19](#)

D4. Rebuild the exchange from "An urgent inquiry before the conflicts review is complete". Mira: "What information is missing for that check? I gave the supplier's trading name, but the contract uses a different company name and I am not sure which matters." Leo: [missing response] Mira: "I can send the contract page identifying them. Should I send every document now, or wait for confirmation of what the review needs?" Which response belongs in the gap?

A. Please provide both through the approved intake route, along with relevant related entities. The reviewer needs to identify the actual parties rather than assume two names refer to the same organization.

A Correct. This is Leo's response in turn 6. It connects Mira's preceding point with Mira's follow-up. Related entities may be relevant to the conflict review; using only a trading name can leave the actual parties unclear.

B Not here. This line belongs to turn 14, after Mira says: "Is every email I send automatically privileged, then? I was thinking of forwarding the whole exchange to a business partner so they can help me decide." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 12, after Mira says: "Thank you. I want to be sure that sending sensitive information before acceptance does not mean it can simply be shared with anyone who asks about the dispute." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 20, after Mira says: "Understood. I'll send the party names and the notice now. Please flag the timing to the lawyer; I need to know the next step urgently." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 19](#)

02 / Answers and explanations / continued

E / Conversation

1. inquiry

Turn 2. An inquiry is a request for assistance; acknowledging it does not itself authorize advice or establish the acceptance decision.

2. acceptance

Turn 4. Acceptance concerns taking on the specified work; receipt of an email is not a sound basis for the coordinator to confirm that decision.

3. related entities

Turn 6. Related entities may be relevant to the conflict review; using only a trading name can leave the actual parties unclear.

4. intake

Turn 8. Intake is the controlled process for receiving and assessing an initial matter; it does not require uncontrolled collection or circulation of every document.

5. urgent inquiry

Turn 10. An urgent inquiry needs prompt attention, but urgency does not verify a deadline or authorize the coordinator to advise.

6. confidentiality

Turn 12. Confidentiality concerns appropriate use and disclosure of information; prospective-client information may require protection even before a final acceptance decision.

7. privilege

Turn 14. Privilege has legal conditions distinct from general confidentiality; the coordinator cannot guarantee that every message or onward disclosure is protected.

8. scope

Turn 16. Scope identifies which matter or services are being considered; mentioning another issue does not automatically include it in an engagement.

9. receipt

Turn 18. Receipt establishes that material arrived; it must not be presented as approval of the demand or acceptance of representation.

02 / Answers and explanations / continued

10. next step

Turn 20. The next step is the reviewed process action to communicate, rather than an invented promise about advice, acceptance, or the dispute's outcome.

[Return to the conversation, page 21](#)

F / Accuracy and scope

F1. Which claim exceeds Leo's role?

A. The proposed demand is legally safe to send today.

A substantive legal recommendation is outside the coordinator's stated authority and has not been approved.

[Return to the exercise, page 23](#)

F2. What does confidentiality not automatically establish?

C. That every communication is protected by evidentiary privilege

Confidentiality duties and privilege protections have different legal bases and conditions.

[Return to the exercise, page 23](#)

F / Guided speaking

1. inquiry

Assistant: We received your new inquiry about the supplier.

Turn 1. A prior engagement does not make every new request an accepted matter without the appropriate assessment.

2. scope

Client: Does the earlier engagement establish the new scope?

Turn 2. Scope identifies the work covered; the new supplier dispute is distinct from the earlier assignment.

3. pending

Assistant: The new conflicts review and acceptance decision remain pending.

Turn 3. The reviews are incomplete, so acceptance cannot accurately be reported as confirmed.

02 / Answers and explanations / continued

4. reviewer

Client: Please route the question to the authorized reviewer.

Turn 4. The assistant can coordinate communication while the authorized reviewer makes the relevant assessment.

[Return to the conversation, page 24](#)

F / Rebuild the exchange

1. Rebuild the exchange from "An urgent inquiry before the conflicts review is complete". Mira: "Is every email I send automatically privileged, then? I was thinking of forwarding the whole exchange to a business partner so they can help me decide." Leo: [missing response] Mira: "One more thing: the employment issue in the attachment is background. I'm asking you to handle the supplier dispute. Can you make that clear?" Which response belongs in the gap?

D. I cannot make that privilege assessment or advise on onward disclosure. I will refer the question to the lawyer instead of promising protection that depends on the circumstances.

A Not here. This line belongs to turn 6, after Mira says: "What information is missing for that check? I gave the supplier's trading name, but the contract uses a different company name and I am not sure which matters." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 10, after Mira says: "I also mentioned a possible deadline at the end of the week. I do not have the notice in front of me, so I cannot confirm its wording." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 16, after Mira says: "One more thing: the employment issue in the attachment is background. I'm asking you to handle the supplier dispute. Can you make that clear?" It addresses that point, not the missing turn in the supplied exchange.

D Correct. This is Leo's response in turn 14. It connects Mira's preceding point with Mira's follow-up. Privilege has legal conditions distinct from general confidentiality; the coordinator cannot guarantee that every message or onward disclosure is protected.

[Return to the exercise, page 24](#)

03 / Answers and explanations

A / Read the situation

A1. Where does 15 October currently appear?

C. A document labeled proposed schedule

The later date is in a proposal, not a verified order or extension.

[Return to the exercise, page 28](#)

A2. What has not been confirmed?

C. The controlling deadline and any extension

The case supplies conflicting sources but no verified controlling date or extension.

[Return to the exercise, page 28](#)

A3. Who must verify the deadline?

C. Karim, supervising counsel

The briefing assigns verification to supervising counsel, using the relevant authoritative sources.

[Return to the exercise, page 28](#)

D / Response choices

D1. Which update preserves the document status?

B. The later date appears in a proposed schedule; counsel has not confirmed it controls.

The correct response distinguishes a proposed date from a verified controlling deadline.

[Return to the exercise, page 32](#)

D2. Which question narrows the procedural task?

D. Does the date govern filing, service, or the hearing?

Identifying the procedural act directs the source check. Convenience, proposed status or later document timing does not establish the controlling requirement.

[Return to the exercise, page 32](#)

03 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: A request for a court to make an order or decision. Which term fits?

C. motion

A Not here. docket: The court's record or list of proceedings and filings. The usual combination is "check the docket record".

B Not here. venue: The proper geographical location or forum for a proceeding. The usual combination is "distinguish venue from jurisdiction".

C Correct. motion: A request for a court to make an order or decision. The usual combination is "file a motion when authorized".

D Not here. stipulation: An agreement between parties with context-dependent procedural effect. The usual combination is "review a proposed stipulation".

[Return to the exercise, page 32](#)

D4. Rebuild the exchange from "Two dates in the task list, neither verified as controlling". Elise: "I will check the authorized file sources and flag the missing order. Should I also confirm whether the response task means filing the document or serving it?" Karim: [missing response] Elise: "The email simply says response due. I will preserve that wording rather than silently changing it to a filing instruction." Which response belongs in the gap?

A. Yes. Filing and service can be different requirements. Identify the procedural act before we try to resolve a date attached to an imprecise task description.

A Correct. This is Karim's response in turn 6. It connects Elise's preceding point with Elise's follow-up. Filing is submission through the court process; it is not necessarily the same act or deadline as formal delivery to another party.

B Not here. This line belongs to turn 20, after Elise says: "I'll send both sources now and flag the conflict as urgent. I'll keep the earlier reminder while you verify the instruction, then update the team." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 16, after Elise says: "Once you confirm the instruction, I will record the required act, date, source reference, and who verified it. Should the earlier conflicting entries remain in the history?" It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 8, after Elise says: "The email simply says response due. I will preserve that wording rather than silently changing it to a filing instruction." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 32](#)

E / Conversation

1. deadline

Turn 2. The deadline is the legally applicable time requirement; neither an internal email nor an unverified proposal alone establishes it.

03 / Answers and explanations / continued

2. proposed

Turn 4. Proposed identifies draft or requested terms, not a confirmed court direction; removing the modifier would overstate the document's status.

3. Filing

Turn 6. Filing is submission through the court process; it is not necessarily the same act or deadline as formal delivery to another party.

4. procedural posture

Turn 8. Procedural posture is the current stage and status of the case, which can affect how a deadline question should be analyzed.

5. authority

Turn 10. Authority supplies the controlling legal or procedural basis; a document's polished format or convenient date does not provide it.

6. extension

Turn 12. An extension is effective additional time under the applicable process; a request or proposal alone does not confirm that status.

7. controlling source

Turn 14. The controlling source is the authority whose legal effect governs the task; identifying it is the unresolved review question.

8. audit trail

Turn 16. An audit trail retains how the discrepancy was resolved, allowing the team to understand the basis of the final calendar instruction.

9. case management

Turn 18. Case management coordinates the work and dependencies around litigation; it supports, but does not replace, counsel's legal verification.

10. handoff

Turn 20. A handoff transfers the sources, unresolved question, and assigned responsibility, preventing an administrative calendar choice from becoming unsupported legal advice.

[Return to the conversation, page 34](#)

03 / Answers and explanations / continued

F / Accuracy and scope

F1. What does an unconfirmed extension request establish?

D. A request has been made, not that more time is authorized.

Requesting time and obtaining an effective extension are different procedural states.

[Return to the exercise, page 36](#)

F2. Which record is most useful after counsel verifies the instruction?

C. The date, required act, authoritative source, and confirmation owner

A sourced, action-specific instruction makes the verified result usable without hiding its basis.

[Return to the exercise, page 36](#)

F / Guided speaking

1. request

Assistant: The record shows a request for postponement, not a granted change.

Turn 1. The team has evidence of asking, but no evidence that the court approved the postponement.

2. verified

Counsel: Keep the current reminder until the controlling status is verified.

Turn 2. The operational calendar should not assume a requested change has taken effect.

3. status

Assistant: I will identify the source and retain its procedural status.

Turn 3. Describing the document as a request preserves the distinction between proposed and granted relief.

4. reviewer

Counsel: Then route any conflict back to the assigned reviewer rather than choosing a convenient date.

Turn 4. An authorized reviewer must resolve the legal effect; administrative convenience does not establish it.

[Return to the conversation, page 37](#)

03 / Answers and explanations / continued

F / Rebuild the exchange

1. Rebuild the exchange from "Two dates in the task list, neither verified as controlling". Elise: "What should I tell the team now? They need to plan work, but I do not want an administrative update to sound like an opinion on which deadline controls." Karim: [missing response] Elise: "Once you confirm the instruction, I will record the required act, date, source reference, and who verified it. Should the earlier conflicting entries remain in the history?" Which response belongs in the gap?

C. Say that two sources conflict and counsel is verifying the controlling source. Identify the missing material, the owner, and the urgency without suggesting the uncertainty permits delay.

A Not here. This line belongs to turn 4, after Elise says: "Not yet. The later document was circulated by the other team, but our copy does not show that the court signed or entered it. I nearly treated its title as enough." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 6, after Elise says: "I will check the authorized file sources and flag the missing order. Should I also confirm whether the response task means filing the document or serving it?" It addresses that point, not the missing turn in the supplied exchange.

C Correct. This is Karim's response in turn 14. It connects Elise's preceding point with Elise's follow-up. The controlling source is the authority whose legal effect governs the task; identifying it is the unresolved review question.

D Not here. This line belongs to turn 8, after Elise says: "The email simply says response due. I will preserve that wording rather than silently changing it to a filing instruction." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 37](#)

04 / Answers and explanations

A / Read the situation

A1. Where is the chain now?

D. In the review set

The briefing places the chain in review and expressly says it is not in the production set.

[Return to the exercise, page 39](#)

A2. Who should decide the uncertain privilege issue under this workflow?

C. Owen, reviewing counsel

The assigned workflow routes uncertain privilege questions to reviewing counsel rather than treating a name as decisive.

[Return to the exercise, page 39](#)

A3. What does tomorrow's draft-list deadline authorize?

C. Preparing an accurate status list, not releasing the chain

A planning deadline does not change the item's unapproved release status or settle its legal classification.

[Return to the exercise, page 39](#)

D / Response choices

D1. Which status statement is supported?

D. The chain is flagged for counsel review and has not been produced.

The supported statement reports the actual workflow stage without deciding privilege or inventing a release.

[Return to the exercise, page 43](#)

D2. Which record detail is an example of metadata?

C. The file's recorded creation time

A creation timestamp is a file attribute. The alternatives describe legal analysis, document content or testimony, not the requested file-attribute example.

[Return to the exercise, page 43](#)

04 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: Gathering potentially relevant records through an authorized process. Which term fits?

A. collection

A Correct. collection: Gathering potentially relevant records through an authorized process. The usual combination is "document the collection process".

B Not here. metadata: Data describing a file, such as dates, authorship, or system attributes. The usual combination is "preserve relevant metadata".

C Not here. deposition: Testimony taken outside trial under applicable procedural rules. The usual combination is "prepare for a deposition".

D Not here. responsiveness: Whether material falls within the scope of a relevant request. The usual combination is "assess responsiveness".

[Return to the exercise, page 43](#)

D4. Rebuild the exchange from "An email chain awaiting a privilege decision". Nora: "The opening messages concern price changes. A later message asks the lawyer a question, and two attachments appear relevant to the commercial discussion as well." Owen: [missing response] Nora: "Should I mark the entire family nonresponsive while you assess it? That would remove it from tomorrow's draft list and avoid a premature disclosure decision." Which response belongs in the gap?

C. Retain the full email thread and identify those attachments. Different parts may require different treatment, but the relationships must remain visible.

A Not here. This line belongs to turn 12, after Nora says: "The platform displays creation and modification dates as well as email headers. I will retain those fields with the item rather than copying only visible text." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 8, after Nora says: "Should I mark the entire family nonresponsive while you assess it? That would remove it from tomorrow's draft list and avoid a premature disclosure decision." It addresses that point, not the missing turn in the supplied exchange.

C Correct. This is Owen's response in turn 6. It connects Nora's preceding point with Nora's follow-up. The complete email thread supplies context for the different messages; a single isolated line may not support accurate classification.

D Not here. This line belongs to turn 4, after Nora says: "It is in the review set under R-214. Nothing from this chain has been released, and the original messages remain unchanged in the collection." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 43](#)

E / Conversation

1. privilege review

Turn 2. Privilege review is the assessment stage; it does not mean the protection has already been established.

04 / Answers and explanations / continued

2. status

Turn 4. Status identifies the document's actual workflow stage, preventing collection or review from being mistaken for completed disclosure.

3. email thread

Turn 6. The complete email thread supplies context for the different messages; a single isolated line may not support accurate classification.

4. Responsiveness

Turn 8. Responsiveness concerns the scope of a request, not whether a legal protection may apply; changing that label would hide a separate question.

5. redaction

Turn 10. A redaction masks approved content in a disclosure copy; it is not permission to change the preserved original or redact without authorization.

6. metadata

Turn 12. Metadata contains file attributes that may support review context; retaining only visible text can omit important information.

7. Bates number

Turn 14. A Bates number identifies pages in a legal document sequence; inventing one could misleadingly imply an assigned production reference.

8. privilege log

Turn 16. A privilege log describes withheld material according to governing requirements; its contents need review and should not reveal the claimed protected substance.

9. clawback

Turn 18. A clawback mechanism may address inadvertent disclosure under applicable arrangements, but it does not justify bypassing the required review.

10. handoff

Turn 20. A handoff transfers the item, context, unresolved question, and responsibility; those details allow counsel to decide without guessing the workflow history.

[Return to the conversation, page 45](#)

04 / Answers and explanations / continued

F / Accuracy and scope

F1. Which instruction preserves the original?

D. Apply only approved redactions to the disclosure copy.

A controlled disclosure copy can be redacted while the original is preserved under the applicable process.

[Return to the exercise, page 47](#)

F2. Which phrase properly limits a review flag?

A. A potential issue requiring counsel's assessment

A flag identifies uncertainty and its next reviewer, not the legal outcome.

[Return to the exercise, page 47](#)

F / Guided speaking

1. unreviewed

Reviewer: The attachment remains unreviewed, even though the parent email has been checked.

Turn 1. Review of one item does not establish that a linked attachment has received the same assessment.

2. family

Counsel: Keep the document family visible so the relationship is not lost.

Turn 2. The family connects the parent email with its attachment and preserves useful review context.

3. release

Reviewer: I will flag the pending question before any exhibit release.

Turn 3. The case permits internal preparation, not disclosure of unreviewed material as an exhibit.

4. history

Counsel: Record my decision in the review history before updating the preparation set.

Turn 4. A recorded decision makes the authorization and sequence traceable rather than relying on an informal assumption.

[Return to the conversation, page 48](#)

04 / Answers and explanations / continued

F / Rebuild the exchange

1. Rebuild the exchange from "An email chain awaiting a privilege decision". Nora: "The list has a production-number column, but this item doesn't have one yet. Shall I leave R-214 as the internal reference and explain its status?" Owen: [missing response] Nora: "If your decision is to withhold material, I can prepare the required descriptive entry for review without including the substance of any protected advice." Which response belongs in the gap?

B. Use the internal identifier. A Bates number should come from the authorized numbering process, not an estimate added to make the list look finished.

A Not here. This line belongs to turn 10, after Nora says: "Understood. The list will show that the item may respond to the request but awaits your privilege decision. It will not describe the material as finally withheld." It addresses that point, not the missing turn in the supplied exchange.

B Correct. This is Owen's response in turn 14. It connects Nora's preceding point with Nora's follow-up. A Bates number identifies pages in a legal document sequence; inventing one could misleadingly imply an assigned production reference.

C Not here. This line belongs to turn 16, after Nora says: "If your decision is to withhold material, I can prepare the required descriptive entry for review without including the substance of any protected advice." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 18, after Nora says: "A colleague suggested producing now and retrieving it later if necessary. I have not acted on that suggestion because the release decision remains unresolved." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 48](#)

05 / Answers and explanations

A / Read the situation

A1. What is the known source of the decision?

D. An appellate court in another jurisdiction

The briefing locates the decision elsewhere; its controlling effect has not been established.

[Return to the exercise, page 52](#)

A2. Which factual difference is already known?

B. Written notice in the decision versus a telephone call here

The notice method differs and may affect whether the decision's reasoning can be applied by analogy.

[Return to the exercise, page 52](#)

A3. What must happen before the recommendation is approved?

B. The requested authority and factual checks

Counsel requested checks of forum, text, treatment, and differences because the preliminary research does not settle the issue.

[Return to the exercise, page 52](#)

D / Response choices

D1. Which wording avoids overstating the decision?

B. It may support the argument by analogy, subject to further checks.

The qualified wording preserves both the potential relevance and the incomplete authority checks.

[Return to the exercise, page 56](#)

D2. Which phrase names later courts' handling of a case?

B. subsequent treatment

Subsequent treatment concerns later legal attention to a decision, including limits or changes to its force.

[Return to the exercise, page 56](#)

05 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: A legal territory or scope of a court's authority, depending on context. Which term fits?

B. jurisdiction

A Not here. subsequent treatment: How later authorities have addressed a decision. The usual combination is "check subsequent treatment".

B Correct. jurisdiction: A legal territory or scope of a court's authority, depending on context. The usual combination is "confirm the relevant jurisdiction".

C Not here. statutory text: The wording of an enacted law. The usual combination is "examine the statutory text".

D Not here. standard of review: The approach a reviewing court applies to a challenged determination. The usual combination is "identify the standard of review".

[Return to the exercise, page 56](#)

D4. Rebuild the exchange from "A persuasive decision described as controlling". Jon: "I will retrieve the relevant provision and check which law applies. The commentary I consulted discusses practical notice, but it does not reproduce the complete provision." Priya: [missing response] Jon: "Should I keep the favorable paragraph in the memorandum while those checks are open? Removing it entirely would hide an argument that could still help the client." Which response belongs in the gap?

D. Read the statutory text in its proper context and current form. Identify any applicable definitions or qualifications instead of relying only on the commentary's shorthand.

A Not here. This line belongs to turn 14, after Jon says: "I'll read the later decision in full. Its summary is too short to tell whether the court rejected the rule or just found different facts." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 18, after Jon says: "I will also replace the broad citation with the specific paragraph supporting the proposition. That should make it easier to check whether my summary is faithful." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 10, after Jon says: "The court also discussed an alternative ground. I need to trace which ground supported the result before describing every sentence as a rule we can invoke." It addresses that point, not the missing turn in the supplied exchange.

D Correct. This is Priya's response in turn 6. It connects Jon's preceding point with Jon's follow-up. Statutory text supplies the enacted wording; commentary can assist research but does not replace checking the provision itself.

[Return to the exercise, page 56](#)

E / Conversation

1. persuasive authority

Turn 2. Persuasive authority may influence the analysis without binding the relevant court; the outstanding forum check prevents a stronger conclusion.

05 / Answers and explanations / continued

2. material distinction

Turn 4. A material distinction is a difference that could affect the reasoning; the notice method cannot simply be treated as identical.

3. statutory text

Turn 6. Statutory text supplies the enacted wording; commentary can assist research but does not replace checking the provision itself.

4. holding

Turn 8. The holding resolves an issue necessary to the court's decision; a favorable observation may carry a different analytical role.

5. procedural posture

Turn 10. Procedural posture identifies the stage and context of the decision, which can limit what the court actually decided.

6. distinguished

Turn 12. A distinguished case is treated as different in a legally relevant way; that does not itself mean its precedent was overruled.

7. subsequent treatment

Turn 14. Subsequent treatment reports how later authorities handled a decision and helps assess whether reliance remains justified.

8. counterargument

Turn 16. A counterargument identifies a reason against the proposed position; including the known notice-method objection prevents a one-sided recommendation.

9. pinpoint citation

Turn 18. A pinpoint citation identifies the exact supporting location, enabling the reviewer to verify the claim instead of searching an entire decision.

10. recommendation

Turn 20. A recommendation should reflect the support and unresolved limits of the analysis; it is not a guarantee that the argument will succeed.

[Return to the conversation, page 58](#)

05 / Answers and explanations / continued

F / Accuracy and scope

F1. Which sentence preserves the known factual difference?

A. The cited case used written notice, whereas our client called.

Whereas explicitly contrasts the two known methods without inventing a legal ruling about their significance.

[Return to the exercise, page 60](#)

F2. Which action best supports a precise source reference?

D. Add the page or paragraph supporting the proposition.

A pinpoint citation lets the reviewer inspect the actual supporting passage. A broad citation or a summary does not identify that precise basis.

[Return to the exercise, page 60](#)

F / Guided speaking

1. secondary

Assistant: The article is a secondary source, not the governing regulation.

Turn 1. Commentary explains a rule but does not itself establish the enacted or issued requirements.

2. text

Counsel: Retrieve the current text and relevant definitions.

Turn 2. The wording and definitions are needed to assess the actual scope rather than rely on a summary.

3. unverified

Assistant: I will flag the claimed exception as unverified until that review.

Turn 3. The trade article alone does not establish whether the exception applies to the present facts.

4. memorandum

Counsel: Keep the source references attached to the research memorandum.

Turn 4. The memorandum should allow a reviewer to trace and check the analysis against its underlying sources.

[Return to the conversation, page 61](#)

05 / Answers and explanations / continued

F / Rebuild the exchange

1. Rebuild the exchange from "A persuasive decision described as controlling". Jon: "I'll read the later decision in full. Its summary is too short to tell whether the court rejected the rule or just found different facts." Priya: [missing response] Jon: "For the analysis section, I can explain the functional-notice argument and then address the written-versus-oral difference. That gives the reviewing lawyer both sides of the comparison." Which response belongs in the gap?

B. Good. Record the subsequent treatment accurately and verify the citation. The reader needs the actual authority, not a compressed label copied without examination.

A Not here. This line belongs to turn 20, after Jon says: "I'll call it a potentially useful analogy and flag the notice-method difference. Can we discuss the recommendation after I finish the governing-law and treatment checks?" It addresses that point, not the missing turn in the supplied exchange.

B Correct. This is Priya's response in turn 14. It connects Jon's preceding point with Jon's follow-up. Subsequent treatment reports how later authorities handled a decision and helps assess whether reliance remains justified.

C Not here. This line belongs to turn 10, after Jon says: "The court also discussed an alternative ground. I need to trace which ground supported the result before describing every sentence as a rule we can invoke." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 8, after Jon says: "Should I keep the favorable paragraph in the memorandum while those checks are open? Removing it entirely would hide an argument that could still help the client." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 61](#)

06 / Answers and explanations

A / Read the situation

A1. What timing does operations need?

A. Fifteen business days after complete specifications are received

The briefing specifies both a business-day period and receipt of complete specifications as its proposed starting event.

[Return to the exercise, page 63](#)

A2. What has the customer accepted?

C. No change yet

The proposed changes are still being prepared and the customer has not accepted them.

[Return to the exercise, page 63](#)

A3. What falls outside the participants' current approval?

C. Conceding remedies or liability limits

Their authority covers preparation and review, not the stated concessions on remedies or liability.

[Return to the exercise, page 63](#)

D / Response choices

D1. Which proposal captures operations' stated need?

B. Fifteen business days after receipt of complete specifications

The correct proposal preserves both the required duration and the new triggering event.

[Return to the exercise, page 67](#)

D2. Which sentence accurately describes authority?

B. We can propose timing changes, but no remedy concession is approved.

The briefing permits preparation of a timing proposal while expressly withholding authority for remedy concessions.

[Return to the exercise, page 67](#)

06 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: A word or phrase assigned a specified meaning in a document. Which term fits?

C. defined term

A Not here. cure period: Time allowed to remedy a specified failure. The usual combination is "negotiate the cure period".

B Not here. effective date: The date from which an agreement or change has stated effect. The usual combination is "confirm the effective date".

C Correct. defined term: A word or phrase assigned a specified meaning in a document. The usual combination is "use the defined term consistently".

D Not here. representation: A statement of fact with legal significance in context. The usual combination is "qualify the representation".

[Return to the exercise, page 67](#)

D4. Rebuild the exchange from "Changing delivery time without conceding the whole clause". Marcus: "I'll list the required inputs in a schedule. Can we use that same list wherever the agreement refers to complete specifications?" Elena: [missing response] Marcus: "The customer and our production team use different holiday calendars. Fifteen working days may end on different dates depending on which calendar they mean." Which response belongs in the gap?

D. Yes. A consistent defined term will help connect the schedule and operative clause. We still need to check how completeness and receipt will be identified.

A Not here. This line belongs to turn 16, after Marcus says: "For today's message, can I say the new timing is agreed internally, or would that blur the status before approval?" It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 4, after Marcus says: "An order can arrive without the dimensions. Under the present wording the clock would run even though the inputs needed for production are missing." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 14, after Marcus says: "The purchase order template also carries ten days. Updating the main agreement could leave two competing delivery clauses in circulation." It addresses that point, not the missing turn in the supplied exchange.

D Correct. This is Elena's response in turn 6. It connects Marcus's preceding point with Marcus's follow-up. A defined term assigns a specific meaning, allowing the schedule and clause to use one completion standard.

[Return to the exercise, page 67](#)

E / Conversation

1. redline

Turn 2. A redline shows proposed wording changes, here to both the period and its starting event.

06 / Answers and explanations / continued

2. trigger event

Turn 4. The proposed trigger is actual receipt of complete specifications; receipt of an order without those specifications does not start that proposed period.

3. defined term

Turn 6. A defined term assigns a specific meaning, allowing the schedule and clause to use one completion standard.

4. business day

Turn 8. Business day needs a relevant definition; the parties cannot assume that different working calendars are identical.

5. concession

Turn 10. A concession gives negotiating ground; changing the cure period could affect remedies beyond the authorized proposal.

6. fallback position

Turn 12. A fallback position is a negotiating alternative that needs authorization, not an improvised concession.

7. order of precedence

Turn 14. The order of precedence addresses conflicting documents; the inconsistent purchase order template still needs review.

8. propose

Turn 16. Propose identifies suggested wording, not completed approval or customer agreement to a change.

9. execution copy

Turn 18. An execution copy is prepared for signing after review; clean appearance alone does not establish approval.

10. scope

Turn 20. Scope defines what the change covers, separating authorized timing revisions from unapproved remedy concessions.

[Return to the conversation, page 69](#)

06 / Answers and explanations / continued

F / Accuracy and scope

F1. Which phrase identifies competing document priority?

A. order of precedence

An order of precedence addresses conflicts between documents. Governing law, notices and liability allocation address other contractual questions.

[Return to the exercise, page 71](#)

F2. Which status statement is appropriate before customer agreement?

C. The redline is a proposal subject to approval and agreement.

A draft redline records a proposed change, not acceptance or completion of signing.

[Return to the exercise, page 71](#)

F / Guided speaking

1. proposal

Commercial lead: Our proposal changes the renewal date only.

Turn 1. Proposal identifies negotiating status and limits the requested change to the authorized date issue.

2. unresolved

Counsel: Keep the separate notice-period question unresolved in the review note.

Turn 2. The notice period remains under review and should not appear settled merely because a date is proposed.

3. authorized

Commercial lead: No change to termination rights is currently authorized.

Turn 3. The facts do not grant authority to concede termination rights as part of the date discussion.

4. copy

Counsel: Confirm the accepted wording before preparing the execution copy.

Turn 4. The signing version should reflect approved and accepted wording rather than an unresolved negotiation draft.

[Return to the conversation, page 72](#)

06 / Answers and explanations / continued

F / Rebuild the exchange

1. Rebuild the exchange from "Changing delivery time without conceding the whole clause". Marcus: "The purchase order template also carries ten days. Updating the main agreement could leave two competing delivery clauses in circulation." Elena: [missing response] Marcus: "For today's message, can I say the new timing is agreed internally, or would that blur the status before approval?" Which response belongs in the gap?

B. Flag that conflict and the order of precedence provision. We should reconcile the documents, not assume the customer will choose our preferred wording.

A Not here. This line belongs to turn 16, after Marcus says: "For today's message, can I say the new timing is agreed internally, or would that blur the status before approval?" It addresses that point, not the missing turn in the supplied exchange.

B Correct. This is Elena's response in turn 14. It connects Marcus's preceding point with Marcus's follow-up. The order of precedence addresses conflicting documents; the inconsistent purchase order template still needs review.

C Not here. This line belongs to turn 2, after Marcus says: "The draft starts ten days at the purchase order. We need fifteen business days after complete specifications arrive. Changing the number alone won't solve it." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 6, after Marcus says: "I'll list the required inputs in a schedule. Can we use that same list wherever the agreement refers to complete specifications?" It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 72](#)

07 / Answers and explanations

A / Read the situation

A1. What is the employee's knowledge source?

C. A colleague's account of a meeting the employee did not attend

The employee relays another person's account, so the report must preserve that source limitation.

[Return to the exercise, page 75](#)

A2. What evidence review is already complete?

D. Neither transaction records nor messages have been reviewed

The briefing expressly says those records remain unreviewed and no finding is approved.

[Return to the exercise, page 75](#)

A3. What should Ben communicate to the authorized team?

B. A reported allegation and the current limits of the inquiry

The team needs an accurate status update that does not convert an untested account into an established finding.

[Return to the exercise, page 75](#)

D / Response choices

D1. Which sentence preserves the source chain?

D. The employee says a colleague described the alleged offer.

The employee did not attend, so the report must attribute the information to the colleague's account.

[Return to the exercise, page 79](#)

D2. What does unsubstantiated necessarily mean here?

C. The allegation has not been established under the relevant process.

Unsubstantiated describes the lack of an established finding. It does not itself prove falsity, deliberate fabrication or the absence of a useful investigation lead.

[Return to the exercise, page 79](#)

07 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: Someone who brings a concern to attention. Which term fits?

C. reporting person

A Not here. finding: A conclusion reached through an identified review process. The usual combination is "approve an investigation finding".

B Not here. need to know: A purpose-based limit on information access. The usual combination is "restrict access on a need-to-know basis".

C Correct. reporting person: Someone who brings a concern to attention. The usual combination is "protect the reporting person's information".

D Not here. control deficiency: A weakness in a process intended to prevent or detect problems. The usual combination is "document a control deficiency".

[Return to the exercise, page 79](#)

D4. Rebuild the exchange from "An interview account is not an investigation finding". Ruth: "The business manager wants an announcement that a violation occurred. I told her no finding has been approved and that the authorized team is still gathering information." Ben: [missing response] Ruth: "I will request the relevant records through the approved process. I also want to identify the colleague who may have direct knowledge of the alleged conversation." Which response belongs in the gap?

A. That is correct. An investigation finding must follow the appropriate assessment and approval. We cannot create one simply to make the business update more decisive.

A Correct. This is Ben's response in turn 6. It connects Ruth's preceding point with Ruth's follow-up. A finding follows the designated assessment process; a manager's desire for certainty cannot replace it.

B Not here. This line belongs to turn 10, after Ruth says: "The employee also mentioned a message about a company event. We haven't reviewed it, but the offer might relate to that rather than a personal benefit." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 4, after Ruth says: "No messages or transaction records have been reviewed yet. The interview gives us a lead to follow, and I have recorded the source as the employee described it." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 2, after Ruth says: "The employee described a possible personal benefit offered by a vendor. I want the briefing to preserve that the employee heard this from a colleague, not firsthand." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 79](#)

E / Conversation

1. secondhand account

Turn 2. A secondhand account comes through another person's description, not the employee's direct observation of the event.

07 / Answers and explanations / continued

2. unsubstantiated

Turn 4. Unsubstantiated means not established under the relevant process, not that the report is necessarily false.

3. investigation finding

Turn 6. A finding follows the designated assessment process; a manager's desire for certainty cannot replace it.

4. corroborating evidence

Turn 8. Corroborating evidence independently supports an account, allowing the inquiry to test more than the repeated allegation.

5. exculpatory information

Turn 10. Exculpatory information tends against the allegation; preserving it supports a balanced rather than predetermined inquiry.

6. access restriction

Turn 12. An access restriction limits distribution; an informal request does not authorize circulation beyond the approved recipients.

7. non-retaliation

Turn 14. Non-retaliation concerns improper adverse treatment for reporting or participation, not a promise of absolute secrecy.

8. interim measure

Turn 16. An interim measure is temporary during review; its existence does not establish that misconduct occurred.

9. reporting obligation

Turn 18. A reporting obligation requires assessment under the applicable framework; the allegation alone does not settle notification duties.

10. investigation mandate

Turn 20. The mandate defines the inquiry's authorized scope; the bounded update supports it without announcing unsupported conclusions.

[Return to the conversation, page 81](#)

07 / Answers and explanations / continued

F / Accuracy and scope

F1. Which description avoids treating an interim measure as proof?

B. The temporary step is precautionary; no finding is approved.

The correct sentence distinguishes a provisional protective action from an evidential or legal conclusion.

[Return to the exercise, page 83](#)

F2. Which communication requires additional authorized review?

D. An external disclosure decision

The facts reserve disclosure decisions for approval; internal information gathering does not itself authorize external publication.

[Return to the exercise, page 83](#)

F / Guided speaking

1. intent

Reviewer: Missing records do not establish intent.

Turn 1. Missing records do not by themselves prove that a person deliberately acted improperly.

2. deficiency

Counsel: Describe the possible control deficiency and required checks.

Turn 2. A potential process weakness can be reported without converting it into a concluded misconduct finding.

3. review

Reviewer: The cause and any applicable exception remain under review.

Turn 3. The facts expressly leave those questions unresolved, so the update must not present them as settled.

4. finding

Counsel: Separate the temporary step from the final finding.

Turn 4. A provisional action can manage risk while the evidence assessment and conclusion remain incomplete.

[Return to the conversation, page 84](#)

07 / Answers and explanations / continued

F / Rebuild the exchange

1. Rebuild the exchange from "An interview account is not an investigation finding".
Ruth: "The employee asked whether anyone else would see the notes. I explained the approved handling process, but didn't promise that the notes would stay only with me." **Ben:** [missing response] **Ruth:** "Operations is considering a temporary change to who approves this vendor's transactions. They want to know whether announcing that step means we have already determined wrongdoing." Which response belongs in the gap?

C. That is important. Explain applicable non-retaliation expectations through the approved guidance too. Any concern about adverse treatment should reach the designated channel promptly.

A Not here. This line belongs to turn 2, after Ruth says: "The employee described a possible personal benefit offered by a vendor. I want the briefing to preserve that the employee heard this from a colleague, not firsthand." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 18, after Ruth says: "I will keep the factual chronology, evidence requests, and approval status separate in the update. A potential regulator notification will be listed as a question for legal review." It addresses that point, not the missing turn in the supplied exchange.

C Correct. This is Ben's response in turn 14. It connects Ruth's preceding point with Ruth's follow-up. Non-retaliation concerns improper adverse treatment for reporting or participation, not a promise of absolute secrecy.

D Not here. This line belongs to turn 6, after Ruth says: "The business manager wants an announcement that a violation occurred. I told her no finding has been approved and that the authorized team is still gathering information." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 84](#)

08 / Answers and explanations

A / Read the situation

A1. Which priority belongs to the business contact?

B. Payment within thirty days

The briefing identifies payment timing as that contact's priority, separate from the decision-maker's confidentiality concern.

[Return to the exercise, page 86](#)

A2. What can Tomas currently do?

D. Collect information for the decision-maker

Tomas lacks settlement approval authority, so information gathering must not be represented as acceptance.

[Return to the exercise, page 86](#)

A3. Which terms are approved?

A. None of the listed settlement terms

The briefing expressly says all listed terms and the authority range remain unapproved.

[Return to the exercise, page 86](#)

D / Response choices

D1. Which response fits Tomas's authority?

D. I can collect the terms for the decision-maker but cannot approve them.

Tomas's role permits information gathering, not acceptance or waiver of the required review.

[Return to the exercise, page 91](#)

D2. Which question identifies the missing start of the payment period?

D. What event starts the thirty-day payment period?

The triggering event establishes when the period begins. Currency, release scope and authority also matter, but do not identify the missing time reference.

[Return to the exercise, page 91](#)

08 / Answers and explanations / continued

D3. A colleague needs the term for this meaning: A proposal whose legal effect depends on its terms and context. Which term fits?

A. offer

A Correct. offer: A proposal whose legal effect depends on its terms and context. The usual combination is "clarify the offer terms".

B Not here. enforcement: Steps to secure compliance with an obligation or decision. The usual combination is "assess enforcement options".

C Not here. caucus: A separate meeting within a mediation or negotiation process. The usual combination is "request an authorized caucus".

D Not here. confidentiality clause: Terms restricting specified use or disclosure of information. The usual combination is "review confidentiality exceptions".

[Return to the exercise, page 91](#)

D4. Rebuild the exchange from "Settlement priorities without settlement authority".
Tomas: "For timing, should I ask whether thirty days runs from agreement in principle, signature, or another event? Each version could give the business a different payment date." Nadia: [missing response] Tomas: "The business contact says a quick payment matters more than a long dispute. I can report that preference while keeping the confidentiality concern beside it for review." Which response belongs in the gap?

A. Yes. The payment schedule needs a defined trigger and any proposed installments. Do not turn the client's preferred period into a term the other side has already accepted.

A Correct. This is Nadia's response in turn 6. It connects Tomas's preceding point with Tomas's follow-up. The payment schedule specifies timing and structure, requiring a starting event as well as a duration.

B Not here. This line belongs to turn 12, after Tomas says: "The other side also mentioned confidentiality and non-disparagement in one sentence. I should ask for separate wording because those terms do not describe exactly the same restriction." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 16, after Tomas says: "Suppose the decision-maker authorizes a response with an earlier payment date but a narrower release. I would need the exact approved position before transmitting it." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 8, after Tomas says: "The business contact says a quick payment matters more than a long dispute. I can report that preference while keeping the confidentiality concern beside it for review." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 91](#)

08 / Answers and explanations / continued

E / Conversation

1. proposal

Turn 2. Proposal describes terms still being explored; a floated figure does not establish a complete approved settlement.

2. authority

Turn 4. Authority defines permitted actions; collecting information does not permit Tomas to accept terms for the client.

3. payment schedule

Turn 6. The payment schedule specifies timing and structure, requiring a starting event as well as a duration.

4. tradeoff

Turn 8. A tradeoff compares benefits and conditions, helping the client decide without choosing on the client's behalf.

5. release

Turn 10. A release relinquishes specified claims or rights; its actual scope cannot be inferred from a reassuring label.

6. clause

Turn 12. A clause supplies contractual wording; labels alone do not establish a restriction's reach or exceptions.

7. advice

Turn 14. Advice explains implications and limits for the client's decision; it cannot promise an unassessed confidentiality result.

8. counteroffer

Turn 16. A counteroffer proposes changed terms; transmitting it requires clear authority for those terms and conditions.

9. impasse

Turn 18. An impasse is stalled negotiation; identifying disputed terms is more precise than declaring every issue irretrievably failed.

08 / Answers and explanations / continued

10. informed instruction

Turn 20. An informed instruction follows adequate explanation, preserving the authorized client's decision rather than presuming it.

[Return to the conversation, page 93](#)

F / Accuracy and scope

F1. Which statement correctly separates two restrictions?

B. Confidentiality concerns disclosure; non-disparagement concerns specified adverse statements.

The restrictions concern different conduct, and their scope and enforceability depend on wording and applicable law.

[Return to the exercise, page 97](#)

F2. Which description fits the current proposal?

B. Incomplete terms awaiting review and client instruction

A floated figure and unapproved terms do not establish a complete, authorized settlement.

[Return to the exercise, page 97](#)

F / Guided speaking

1. authority

Representative: I can relay the figure, but acceptance is outside my authority.

Turn 1. The representative's permitted role is communication, not a decision to settle.

2. unresolved

Counsel: The release and payment terms remain unresolved.

Turn 2. The facts leave both terms open, so the figure cannot be described as the complete approved package.

3. instruction

Representative: We will seek the decision-maker's instruction after explaining those terms.

Turn 3. The authorized client must give a direction informed by the unresolved conditions, not merely the amount.

08 / Answers and explanations / continued

4. proposal

Counsel: Until then, describe the figure as a proposal rather than an accepted agreement.

Turn 4. Proposal preserves the tentative status and avoids falsely representing that settlement approval has occurred.

[Return to the conversation, page 98](#)

F / Rebuild the exchange

1. Rebuild the exchange from "Settlement priorities without settlement authority".

Tomas: "If the decision-maker asks whether confidentiality is guaranteed, I will explain that you need to assess the wording and applicable limits before making any recommendation." **Nadia:** [missing response] **Tomas:** "Suppose the decision-maker authorizes a response with an earlier payment date but a narrower release. I would need the exact approved position before transmitting it." Which response belongs in the gap?

B. Good. Our advice should support an informed choice. Reassurance must not become a promise about legal effect, enforceability, or the other side's future behavior.

A Not here. This line belongs to turn 10, after Tomas says: "The suggested release sounds broad, but I have not seen the text. I will ask which claims and entities it covers instead of calling it a standard release." It addresses that point, not the missing turn in the supplied exchange.

B Correct. This is Nadia's response in turn 14. It connects Tomas's preceding point with Tomas's follow-up. Advice explains implications and limits for the client's decision; it cannot promise an unassessed confidentiality result.

C Not here. This line belongs to turn 4, after Tomas says: "I can ask for those details. I cannot approve a settlement, although the business contact seems to expect me to tell the other side that the number works." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 2, after Tomas says: "The business contact wants payment within thirty days, and the other side floated a figure. The decision-maker also wants confidentiality, but we have no written terms yet." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 98](#)

Review 1 / Explanations

Cumulative review

1. A colleague needs the term for this meaning: A question requiring analysis or determination. Which term fits?

D. issue

A Not here. qualification: A condition or limit attached to a statement. The usual combination is "preserve a material qualification".

B Not here. inference: A conclusion drawn from other information. The usual combination is "identify an evidential inference".

C Not here. obligation: A requirement imposed by a relevant legal or contractual source. The usual combination is "identify the disputed obligation".

D Correct. issue: A question requiring analysis or determination. The usual combination is "frame the legal issue".

[Return to the exercise, page 26](#)

2. A colleague needs the term for this meaning: A person or entity with an opposing interest in the matter. Which term fits?

C. adverse party

A Not here. matter number: An identifier assigned to a legal matter or inquiry. The usual combination is "reference the matter number".

B Not here. informed consent: Agreement following adequate information and explanation under applicable rules. The usual combination is "refer informed-consent questions to counsel".

C Correct. adverse party: A person or entity with an opposing interest in the matter. The usual combination is "identify the adverse party".

D Not here. intake: The process of receiving and assessing an initial inquiry. The usual combination is "complete the intake record".

[Return to the exercise, page 26](#)

Review 1 / Explanations / continued

3. Rebuild the exchange from "A late-delivery email is not the whole contract". Ava: "Some chronology entries summarize telephone calls. I'll label those as the client's account instead of making them look like quotations from documents." Daniel: [missing response] Ava: "The client also reports a lost sale. I put the claimed amount under damages, but that heading could sound like we've assessed recovery." Which response belongs in the gap?

B. Good. The factual record should show the source and its limits. That lets us identify what is documented and what needs further support.

A Not here. This line belongs to turn 16, after Ava says: "A colleague wants to retain three days late because the dates are clear. Which question would test that wording without dismissing the chronology?" It addresses that point, not the missing turn in the supplied exchange.

B Correct. This is Daniel's response in turn 10. It connects Ava's preceding point with Ava's follow-up. The factual record assembles information with its sources and limitations; it supports later analysis without erasing differences in evidential support.

C Not here. This line belongs to turn 4, after Ava says: "Only those two sources so far. I can say who supplied each date, but I can't yet say which contractual deadline governed." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 6, after Ava says: "Would client alleges breach work as a heading if I immediately explain that the governing terms haven't been reviewed?" It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 26](#)

Review 1 / Explanations / continued

4. Rebuild the exchange from "An urgent inquiry before the conflicts review is complete". Mira: "I will provide the names and possible deadline document through that route. Please confirm when the materials reach the reviewer." Leo: [missing response] Mira: "Understood. I'll send the party names and the notice now. Please flag the timing to the lawyer; I need to know the next step urgently." Which response belongs in the gap?

A. I can confirm receipt and review status. I cannot promise the firm's decision or recommend sending the demand before authorized advice is available.

A Correct. This is Leo's response in turn 18. It connects Mira's preceding point with Mira's follow-up. Receipt establishes that material arrived; it must not be presented as approval of the demand or acceptance of representation.

B Not here. This line belongs to turn 2, after Mira says: "I sent the full dispute account this morning. The supplier is pressing me for a response, and I need to know whether I should send a demand today." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 8, after Mira says: "I can send the contract page identifying them. Should I send every document now, or wait for confirmation of what the review needs?" It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 4, after Mira says: "Does that mean the firm is already acting for me? I assumed opening the email would start the engagement immediately." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 26](#)

Review 2 / Explanations

Cumulative review

1. A colleague needs the term for this meaning: A formal response to a complaint under applicable procedure. Which term fits?

B. answer

A Not here. scheduling order: A court order setting procedural dates or requirements. The usual combination is "verify the scheduling order".

B Correct. answer: A formal response to a complaint under applicable procedure. The usual combination is "prepare an answer for review".

C Not here. extension: An authorized enlargement of the applicable time period. The usual combination is "confirm an extension".

D Not here. jurisdiction: A court's authority or the relevant legal system in context. The usual combination is "identify the relevant jurisdiction".

[Return to the exercise, page 50](#)

2. A colleague needs the term for this meaning: Documents selected and prepared for disclosure through an authorized process. Which term fits?

A. production set

A Correct. production set: Documents selected and prepared for disclosure through an authorized process. The usual combination is "approve the production set".

B Not here. redaction: Removal or masking of specified content from a disclosure copy. The usual combination is "approve a targeted redaction".

C Not here. discovery: A process for obtaining relevant information in litigation under applicable rules. The usual combination is "manage discovery requests".

D Not here. Bates number: A sequential identifier applied to document pages in legal review or production. The usual combination is "cite the Bates number".

[Return to the exercise, page 50](#)

Review 2 / Explanations / continued

3. Rebuild the exchange from "An urgent inquiry before the conflicts review is complete". Mira: "I also mentioned a possible deadline at the end of the week. I do not have the notice in front of me, so I cannot confirm its wording." Leo: [missing response] Mira: "Thank you. I want to be sure that sending sensitive information before acceptance does not mean it can simply be shared with anyone who asks about the dispute." Which response belongs in the gap?

B. I will flag that as an urgent inquiry. Do not assume our intake process changes any existing deadline. The document and timing need qualified review.

A Not here. This line belongs to turn 4, after Mira says: "Does that mean the firm is already acting for me? I assumed opening the email would start the engagement immediately." It addresses that point, not the missing turn in the supplied exchange.

B Correct. This is Leo's response in turn 10. It connects Mira's preceding point with Mira's follow-up. An urgent inquiry needs prompt attention, but urgency does not verify a deadline or authorize the coordinator to advise.

C Not here. This line belongs to turn 16, after Mira says: "One more thing: the employment issue in the attachment is background. I'm asking you to handle the supplier dispute. Can you make that clear?" It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 8, after Mira says: "I can send the contract page identifying them. Should I send every document now, or wait for confirmation of what the review needs?" It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 50](#)

Review 2 / Explanations / continued

4. Rebuild the exchange from "An email chain awaiting a privilege decision". Nora: "A colleague suggested producing now and retrieving it later if necessary. I have not acted on that suggestion because the release decision remains unresolved." Owen: [missing response] Nora: "I'll send you R-214 with the attachments and tomorrow's deadline. I'll mark it pending counsel review on the draft list so it doesn't get released accidentally." Which response belongs in the gap?

A. Do not assume a clawback eliminates every consequence. Continue the approved review and escalate timing concerns instead of relying on a possible later remedy.

A Correct. This is Owen's response in turn 18. It connects Nora's preceding point with Nora's follow-up. A clawback mechanism may address inadvertent disclosure under applicable arrangements, but it does not justify bypassing the required review.

B Not here. This line belongs to turn 10, after Nora says: "Understood. The list will show that the item may respond to the request but awaits your privilege decision. It will not describe the material as finally withheld." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 14, after Nora says: "The list has a production-number column, but this item doesn't have one yet. Shall I leave R-214 as the internal reference and explain its status?" It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 16, after Nora says: "If your decision is to withhold material, I can prepare the required descriptive entry for review without including the substance of any protected advice." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 50](#)

Review 3 / Explanations

Cumulative review

1. A colleague needs the term for this meaning: A source that may influence reasoning without controlling the result. Which term fits?

A. persuasive authority

A Correct. persuasive authority: A source that may influence reasoning without controlling the result. The usual combination is "rely on persuasive authority".

B Not here. procedural posture: The stage and context in which a court decided an issue. The usual combination is "compare procedural posture".

C Not here. ratio decidendi: The legal reasoning necessary to a decision in systems using this term. The usual combination is "identify the ratio decidendi".

D Not here. pinpoint citation: A reference to the precise location of supporting material. The usual combination is "add a pinpoint citation".

[Return to the exercise, page 73](#)

2. A colleague needs the term for this meaning: A contractual promise to do or refrain from doing something. Which term fits?

B. covenant

A Not here. liability cap: A stated upper limit on specified liability. The usual combination is "verify the liability cap".

B Correct. covenant: A contractual promise to do or refrain from doing something. The usual combination is "assess the covenant wording".

C Not here. redline: A version showing proposed changes to existing wording. The usual combination is "circulate a proposed redline".

D Not here. entire agreement clause: A clause addressing which materials comprise the parties' agreement. The usual combination is "review the entire agreement clause".

[Return to the exercise, page 73](#)

Review 3 / Explanations / continued

3. Rebuild the exchange from "An email chain awaiting a privilege decision". Nora: "Understood. The list will show that the item may respond to the request but awaits your privilege decision. It will not describe the material as finally withheld." Owen: [missing response] Nora: "The platform displays creation and modification dates as well as email headers. I will retain those fields with the item rather than copying only visible text." Which response belongs in the gap?

A. If a redaction is appropriate, I will identify the approved passages and version. Do not alter the preserved original to prepare that copy.

A Correct. This is Owen's response in turn 10. It connects Nora's preceding point with Nora's follow-up. A redaction masks approved content in a disclosure copy; it is not permission to change the preserved original or redact without authorization.

B Not here. This line belongs to turn 20, after Nora says: "I'll send you R-214 with the attachments and tomorrow's deadline. I'll mark it pending counsel review on the draft list so it doesn't get released accidentally." It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 14, after Nora says: "The list has a production-number column, but this item doesn't have one yet. Shall I leave R-214 as the internal reference and explain its status?" It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 16, after Nora says: "If your decision is to withhold material, I can prepare the required descriptive entry for review without including the substance of any protected advice." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 73](#)

Review 3 / Explanations / continued

4. Rebuild the exchange from "Changing delivery time without conceding the whole clause". Marcus: "There are two marked versions. Once wording is approved and accepted, we'll need to confirm which changes belong in the signing version." Elena: [missing response] Marcus: "I'll send the input schedule, calendar question and template conflict with the proposed clause. No remedy or liability change will be included." Which response belongs in the gap?

D. Yes. Reconcile them before preparing the execution copy. Removing visible markup doesn't itself establish that every term is approved.

A Not here. This line belongs to turn 8, after Marcus says: "The customer and our production team use different holiday calendars. Fifteen working days may end on different dates depending on which calendar they mean." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 10, after Marcus says: "Procurement may ask for a shorter cure period in return. Can I offer that now to make the delivery proposal easier to accept?" It addresses that point, not the missing turn in the supplied exchange.

C Not here. This line belongs to turn 2, after Marcus says: "The draft starts ten days at the purchase order. We need fifteen business days after complete specifications arrive. Changing the number alone won't solve it." It addresses that point, not the missing turn in the supplied exchange.

D Correct. This is Elena's response in turn 18. It connects Marcus's preceding point with Marcus's follow-up. An execution copy is prepared for signing after review; clean appearance alone does not establish approval.

[Return to the exercise, page 73](#)

Review 4 / Explanations

Cumulative review

1. A colleague needs the term for this meaning: Conduct reported as potentially improper but not yet established. Which term fits?

C. alleged misconduct

A Not here. access restriction: A limit on who may view or use information. The usual combination is "apply an authorized access restriction".

B Not here. corroborating record: Material that independently supports a reported point. The usual combination is "seek a corroborating record".

C Correct. alleged misconduct: Conduct reported as potentially improper but not yet established. The usual combination is "describe alleged misconduct neutrally".

D Not here. root cause: An underlying factor contributing to a problem. The usual combination is "assess the root cause".

[Return to the exercise, page 100](#)

2. A colleague needs the term for this meaning: Releases given by more than one party as specified. Which term fits?

B. mutual release

A Not here. mediation: A facilitated negotiation process using a neutral participant. The usual combination is "prepare for mediation".

B Correct. mutual release: Releases given by more than one party as specified. The usual combination is "negotiate a mutual release".

C Not here. installment: One payment in a series. The usual combination is "specify the installment amount".

D Not here. advocacy: Reasoned presentation of a position for a client or cause. The usual combination is "present measured advocacy".

[Return to the exercise, page 100](#)

Review 4 / Explanations / continued

3. Rebuild the exchange from "Changing delivery time without conceding the whole clause". Marcus: "Procurement may ask for a shorter cure period in return. Can I offer that now to make the delivery proposal easier to accept?" Elena: [missing response] Marcus: "Then I need instructions on alternatives before the call. Otherwise I could agree to something the business hasn't assessed." Which response belongs in the gap?

B. No such concession is authorized. A remedy change needs its own review; it isn't included merely because we're discussing delivery timing.

A Not here. This line belongs to turn 14, after Marcus says: "The purchase order template also carries ten days. Updating the main agreement could leave two competing delivery clauses in circulation." It addresses that point, not the missing turn in the supplied exchange.

B Correct. This is Elena's response in turn 10. It connects Marcus's preceding point with Marcus's follow-up. A concession gives negotiating ground; changing the cure period could affect remedies beyond the authorized proposal.

C Not here. This line belongs to turn 20, after Marcus says: "I'll send the input schedule, calendar question and template conflict with the proposed clause. No remedy or liability change will be included." It addresses that point, not the missing turn in the supplied exchange.

D Not here. This line belongs to turn 2, after Marcus says: "The draft starts ten days at the purchase order. We need fifteen business days after complete specifications arrive. Changing the number alone won't solve it." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 100](#)

Review 4 / Explanations / continued

4. Rebuild the exchange from "Settlement priorities without settlement authority". Tomas: "If they accept the payment date but reject the narrower release, I'll report those separately. We may have progress on one term even if the package isn't agreed." Nadia: [missing response] Tomas: "I'll collect the written terms for the decision-maker. Until we have instructions, I'll make clear that we're gathering information, not accepting." Which response belongs in the gap?

C. Describe the impasse precisely. Payment timing might be workable while release or confidentiality remains open, and the next instruction should reflect those distinctions.

A Not here. This line belongs to turn 14, after Tomas says: "If the decision-maker asks whether confidentiality is guaranteed, I will explain that you need to assess the wording and applicable limits before making any recommendation." It addresses that point, not the missing turn in the supplied exchange.

B Not here. This line belongs to turn 10, after Tomas says: "The suggested release sounds broad, but I have not seen the text. I will ask which claims and entities it covers instead of calling it a standard release." It addresses that point, not the missing turn in the supplied exchange.

C Correct. This is Nadia's response in turn 18. It connects Tomas's preceding point with Tomas's follow-up. An impasse is stalled negotiation; identifying disputed terms is more precise than declaring every issue irretrievably failed.

D Not here. This line belongs to turn 4, after Tomas says: "I can ask for those details. I cannot approve a settlement, although the business contact seems to expect me to tell the other side that the number works." It addresses that point, not the missing turn in the supplied exchange.

[Return to the exercise, page 100](#)

Additional case 1 / Explanations

Extended conversation

1. phased search

Turn 2. Phased search divides collection or review into agreed stages instead of treating the initial stage as necessarily complete.

2. custodian

Turn 6. Custodian means a person whose potentially relevant records are identified for preservation or collection.

3. date range

Turn 10. Date range defines the time span of records included in a particular search.

4. search terms

Turn 14. Search terms are words or expressions used to locate potentially relevant material, not final responsiveness decisions.

5. Responsiveness

Turn 18. Responsiveness concerns whether material falls within a document request; privilege is a separate review question.

6. dispute

Turn 20. Dispute means the specific unresolved disagreement, not an agreement to withhold records unilaterally.

[Return to the conversation, page 103](#)

Transfer exchange

1. hit

Coordinator: Should every search hit go straight into the production set?

Turn 1. Hit means material matched a search expression, not that it is cleared for release.

Additional case 1 / Explanations / continued

2. review

Counsel: No. Keep the results in the review set under our protocol.

Turn 2. Review set contains material awaiting the required legal and procedural assessment.

3. collection

Coordinator: I'll record the search terms and date range in the collection record.

Turn 3. Collection record preserves how the material was gathered and what scope was used.

4. authorization

Counsel: Good. No production until the required review and authorization are complete.

Turn 4. Authorization is the explicit approval to release the reviewed material through the proper process.

[Return to the conversation, page 105](#)

Additional case 2 / Explanations

Extended conversation

1. basis

Turn 3. Basis identifies the source supporting an answer, such as personal memory or a document.

2. premise

Turn 7. Premise is an assumption contained in a question, here that the witness approved the shipment.

3. clarification

Turn 11. Clarification resolves an unclear meaning so the witness does not answer a different question.

4. exhibit

Turn 15. Exhibit is the document or other material identified for use in the proceeding.

5. correction

Turn 17. Correction makes an inaccurate answer accurate; it is different from changing truthful evidence to help a side.

6. firsthand knowledge

Turn 20. Firsthand knowledge comes from the witness's own observation or experience, rather than another person's account.

[Return to the conversation, page 107](#)

Transfer exchange

1. document

Counsel: Did you approve the shipment document?

Turn 1. Document is the item whose preparation may be confused with shipment authorization.

Additional case 2 / Explanations / continued

2. authorizing

Witness: Could you clarify whether you mean preparing it or authorizing dispatch?

Turn 2. Authorizing means giving permission for dispatch, a different act from preparing paperwork.

3. leave

Counsel: I mean giving permission for the goods to leave.

Turn 3. Leave identifies the physical dispatch decision rather than document preparation.

4. role

Witness: No. I prepared the paperwork, but that decision was outside my role.

Turn 4. Role defines the witness's responsibilities and distinguishes them from the decision-maker's authority.

[Return to the conversation, page 109](#)

Additional case 3 / Explanations

Extended conversation

1. disbursements

Turn 2. Disbursements are expenses paid or incurred in connection with the matter, separate from professional fees.

2. fee cap

Turn 4. Fee cap means an agreed upper limit on fees, which is not automatically created by every estimate.

3. itemized

Turn 8. Itemized means broken down into individual entries so the work and charges can be examined.

4. scope

Turn 14. Scope defines the work covered by the engagement and the proposed next phase.

5. budget

Turn 16. Budget is the planned spending amount for the defined work, subject to the agreed terms and approval.

6. cadence

Turn 20. Cadence means the regular frequency of updates, here about work and spending.

[Return to the conversation, page 111](#)

Transfer exchange

1. engagement

Client: Can you include the employment issue under the existing engagement?

Turn 1. Engagement is the agreed professional relationship and scope, which may not cover the new issue.

Additional case 3 / Explanations / continued

2. work

Counsel: We need to review the additional work before confirming that.

Turn 2. Work identifies the new services requested, rather than treating them as automatically included.

3. approval

Client: Please provide a separate estimate and identify the required approval.

Turn 3. Approval refers to the authorization needed before the additional work is accepted or begun.

4. only

Counsel: I will. The current estimate covers the contract matter only.

Turn 4. Only preserves the stated limit and prevents the original estimate from expanding silently.

[Return to the conversation, page 113](#)

Find a phrase by purpose

Legal English Mindset: Facts, Issues, Rules, Risk

Attribute a report: The client reports that 15 May was the promised date.

State the record: The email records delivery on 18 May.

Separate a conclusion: We have not yet established the applicable contractual deadline.

[Full phrase bank, page 7](#)

Client Intake, Scope, Conflicts, and Confidentiality

Acknowledge receipt: I have received your inquiry and noted the urgency.

State the stage: The conflicts review is still in progress.

Limit the role: I can explain intake, but I am not authorized to advise on the demand.

[Full phrase bank, page 18](#)

Litigation Lifecycle: Pleadings, Motions, Deadlines, Strategy

Flag the discrepancy: The task list contains two dates from different sources.

Identify each source: Twelve October comes from an internal email; fifteen October appears in a proposed schedule.

Preserve document status: The document is marked proposed, not confirmed as entered.

[Full phrase bank, page 31](#)

Discovery, ESI, Privilege Review, and Depositions

Locate the item: The chain remains in the review set.

Flag uncertainty: I have flagged a potential privilege issue for counsel.

Avoid a shortcut: The copied lawyer's name does not resolve the classification.

[Full phrase bank, page 42](#)

Find a phrase by purpose / continued

Legal Research, Authority, and Memo Writing

Qualify authority: This decision is potentially persuasive; controlling effect is not established.

Identify the forum: We first need to confirm which jurisdiction's law governs this issue.

Locate support: The relevant reasoning appears in the cited passage, not the summary heading.

[Full phrase bank, page 55](#)

Contracts, Redlines, and Negotiation

State the requirement: Operations needs fifteen business days after receipt of complete specifications.

Identify both changes: We are proposing a different period and a different starting event.

Clarify the definition: Which calendar does the business-day definition use?

[Full phrase bank, page 66](#)

Corporate, Compliance, Regulatory, and Investigation Language

Attribute the concern: The employee reports what a colleague described.

State a knowledge limit: The employee did not attend the alleged meeting.

Preserve neutrality: The allegation has not yet been substantiated.

[Full phrase bank, page 78](#)

Advocacy, Settlement, Ethics, and Professional Judgment

State the status: The other side floated a figure; written terms are not available.

Separate priorities: Payment timing and confidentiality are distinct negotiating questions.

Confirm authority: Who may authorize a counteroffer, and within what limits?

[Full phrase bank, page 90](#)

Vocabulary index

acceptance[Lesson 02, p. 16](#)**adverse party**[Lesson 02, p. 15](#)**affiliate**[Lesson 02, p. 15](#)**allegation**[Lesson 01, p. 5](#)**amendment mechanism**[Lesson 06, p. 65](#)**answer**[Lesson 03, p. 29](#)**assumption**[Lesson 01, p. 5](#)**authority**[Lesson 05, p. 53](#)**basis**[Case 2, p. 106](#)**binding precedent**[Lesson 05, p. 53](#)**brief**[Lesson 03, p. 29](#)**business day**[Lesson 06, p. 64](#)**calendar entry**[Lesson 03, p. 30](#)**case management**[Lesson 03, p. 30](#)**causation**[Lesson 01, p. 6](#)**citation**[Lesson 05, p. 54](#)**clawback**[Lesson 04, p. 41](#)**complaint**[Lesson 03, p. 29](#)**conclusion**[Lesson 01, p. 5](#)**confidentiality**[Lesson 02, p. 15](#)**conflict check**[Lesson 02, p. 15](#)**continuance**[Lesson 03, p. 30](#)**access restriction**[Lesson 07, p. 77](#)**advocacy**[Lesson 08, p. 87](#)**agreement**[Lesson 01, p. 6](#)**alleged misconduct**[Lesson 07, p. 76](#)**analogous**[Lesson 05, p. 54](#)**application**[Lesson 01, p. 5](#)**attachment family**[Lesson 04, p. 41](#)**authorization**[Lesson 02, p. 16](#)**Bates number**[Lesson 04, p. 41](#)**breach**[Lesson 01, p. 6](#)**budget**[Case 3, p. 110](#)**cadence**[Case 3, p. 110](#)**carve-out**[Lesson 06, p. 65](#)**caucus**[Lesson 08, p. 88](#)**chronology**[Lesson 01, p. 5](#)**clarification**[Case 2, p. 106](#)**collection**[Lesson 04, p. 40](#)**compliance**[Lesson 07, p. 76](#)**condition precedent**[Lesson 06, p. 64](#)**confidentiality clause**[Lesson 08, p. 87](#)**conflict of interest**[Lesson 02, p. 15](#)**control deficiency**[Lesson 07, p. 77](#)

Vocabulary index / continued

correction[Case 2, p. 106](#)**corroboration**[Lesson 01, p. 5](#)**counteroffer**[Lesson 08, p. 87](#)**cure period**[Lesson 06, p. 65](#)**damages**[Lesson 01, p. 6](#)**deadline**[Lesson 03, p. 30](#)**default**[Lesson 03, p. 30](#)**defined term**[Lesson 06, p. 64](#)**dicta**[Lesson 05, p. 53](#)**discovery**[Lesson 04, p. 40](#)**dispute**[Case 1, p. 102](#)**docket**[Lesson 03, p. 29](#)**effective date**[Lesson 06, p. 65](#)**enforcement**[Lesson 08, p. 88](#)**engagement letter**[Lesson 02, p. 15](#)**entire agreement clause**[Lesson 06, p. 65](#)**evidence**[Lesson 01, p. 5](#)**execution copy**[Lesson 06, p. 65](#)**exposure**[Lesson 01, p. 6](#)**fact**[Lesson 01, p. 5](#)**fallback position**[Lesson 06, p. 65](#)**fee cap**[Case 3, p. 110](#)**corroborating record**[Lesson 07, p. 76](#)**counterargument**[Lesson 05, p. 54](#)**covenant**[Lesson 06, p. 64](#)**custodian**[Lesson 04, p. 40, Case 1, p. 102](#)**date range**[Case 1, p. 102](#)**deduplication**[Lesson 04, p. 41](#)**default provision**[Lesson 08, p. 88](#)**deposition**[Lesson 04, p. 41](#)**disbursements**[Case 3, p. 110](#)**dismissal**[Lesson 08, p. 88](#)**distinguished**[Lesson 05, p. 54](#)**document retention**[Lesson 07, p. 77](#)**email thread**[Lesson 04, p. 41](#)**engagement**[Lesson 02, p. 15](#)**entered order**[Lesson 03, p. 30](#)**ESI**[Lesson 04, p. 40](#)**exculpatory information**[Lesson 07, p. 76](#)**exhibit**[Lesson 04, p. 41, Case 2, p. 106](#)**extension**[Lesson 03, p. 30](#)**factual record**[Lesson 01, p. 6](#)**fee arrangement**[Lesson 02, p. 16](#)**filing**[Lesson 03, p. 29](#)

Vocabulary index / continued

finding[Lesson 07, p. 76](#)**hearing**[Lesson 03, p. 29](#)**holding**[Lesson 05, p. 53](#)**impasse**[Lesson 08, p. 88](#)**inference**[Lesson 01, p. 5](#)**informed instruction**[Lesson 08, p. 89](#)**intake**[Lesson 02, p. 15](#)**internal investigation**[Lesson 07, p. 76](#)**investigation mandate**[Lesson 07, p. 77](#)**itemized**[Case 3, p. 110](#)**legal hold**[Lesson 04, p. 40](#)**liability cap**[Lesson 06, p. 65](#)**markup**[Lesson 06, p. 64](#)**materiality**[Lesson 01, p. 6](#)**mediation**[Lesson 08, p. 88](#)**metadata**[Lesson 04, p. 41](#)**mutual release**[Lesson 08, p. 87](#)**no admission**[Lesson 08, p. 87](#)**non-engagement**[Lesson 02, p. 17](#)**notice provision**[Lesson 06, p. 65](#)**offer**[Lesson 08, p. 87](#)**order**[Lesson 03, p. 29](#)**firsthand knowledge**[Lesson 07, p. 76](#), [Case 2, p. 106](#)**hierarchy**[Lesson 05, p. 53](#)**identity verification**[Lesson 02, p. 16](#)**indemnity**[Lesson 06, p. 64](#)**informed consent**[Lesson 02, p. 16](#)**installment**[Lesson 08, p. 88](#)**interim measure**[Lesson 07, p. 77](#)**interview record**[Lesson 07, p. 76](#)**issue**[Lesson 01, p. 5](#)**jurisdiction**[Lesson 03, p. 30](#), [Lesson 05, p. 53](#)**legislative history**[Lesson 05, p. 53](#)**limitation of liability**[Lesson 06, p. 64](#)**material distinction**[Lesson 05, p. 54](#)**matter number**[Lesson 02, p. 16](#)**mediator**[Lesson 08, p. 88](#)**motion**[Lesson 03, p. 29](#)**need to know**[Lesson 07, p. 77](#)**non-disparagement**[Lesson 08, p. 87](#)**non-retaliation**[Lesson 07, p. 77](#)**obligation**[Lesson 01, p. 6](#)**operative clause**[Lesson 06, p. 64](#)**order of precedence**[Lesson 06, p. 65](#)

Vocabulary index / continued

overruled[Lesson 05, p. 54](#)**persuasive authority**[Lesson 05, p. 53](#)**pinpoint citation**[Lesson 05, p. 54](#)**preliminary**[Lesson 01, p. 6](#)**preservation**[Lesson 04, p. 40](#)**privilege log**[Lesson 04, p. 41](#)**procedural posture**[Lesson 03, p. 30](#), [Lesson 05, p. 54](#)**proof of service**[Lesson 03, p. 29](#)**prospective client**[Lesson 02, p. 15](#)**ratio decidendi**[Lesson 05, p. 53](#)**redline**[Lesson 06, p. 64](#)**regulation**[Lesson 05, p. 53](#)**related entity**[Lesson 02, p. 15](#)**relevance**[Lesson 04, p. 40](#)**remedy**[Lesson 01, p. 6](#)**reporting person**[Lesson 07, p. 76](#)**research memorandum**[Lesson 05, p. 54](#)**reservation of rights**[Lesson 06, p. 65](#)**responsiveness**[Lesson 04, p. 40](#), [Case 1, p. 102](#)**retaliation**[Lesson 07, p. 77](#)**review set**[Lesson 04, p. 40](#)**rule**[Lesson 01, p. 5](#)**payment schedule**[Lesson 08, p. 87](#)**phased search**[Case 1, p. 102](#)**pleading**[Lesson 03, p. 29](#)**premise**[Case 2, p. 106](#)**privilege**[Lesson 02, p. 15](#)**privilege review**[Lesson 04, p. 40](#)**production set**[Lesson 04, p. 40](#)**proposed order**[Lesson 03, p. 30](#)**qualification**[Lesson 01, p. 6](#)**redaction**[Lesson 04, p. 41](#)**referral**[Lesson 02, p. 16](#)**regulatory inquiry**[Lesson 07, p. 77](#)**release**[Lesson 08, p. 87](#)**remediation**[Lesson 07, p. 77](#)**reporting obligation**[Lesson 07, p. 77](#)**representation**[Lesson 06, p. 64](#)**reservation**[Lesson 01, p. 6](#)**reservation price**[Lesson 08, p. 89](#)**retainer**[Lesson 02, p. 16](#)**review protocol**[Lesson 04, p. 41](#)**root cause**[Lesson 07, p. 77](#)**scheduling order**[Lesson 03, p. 29](#)

Vocabulary index / continued

scope[Case 3, p. 110](#)**screening**[Lesson 02, p. 16](#)**secondary source**[Lesson 05, p. 53](#)**service**[Lesson 03, p. 29](#)**settlement authority**[Lesson 08, p. 87](#)**standard of review**[Lesson 05, p. 54](#)**stipulation**[Lesson 03, p. 30](#)**substantiated**[Lesson 07, p. 76](#)**term sheet**[Lesson 08, p. 87](#)**transcript**[Lesson 04, p. 41](#)**unsubstantiated**[Lesson 07, p. 76](#)**venue**[Lesson 03, p. 30](#)**warranty**[Lesson 06, p. 64](#)**without prejudice**[Lesson 08, p. 88](#)**scope of representation**[Lesson 02, p. 15](#)**search terms**[Case 1, p. 102](#)**secondhand account**[Lesson 07, p. 76](#)**settlement**[Lesson 08, p. 87](#)**source**[Lesson 01, p. 5](#)**statutory text**[Lesson 05, p. 53](#)**subsequent treatment**[Lesson 05, p. 54](#)**synthesis**[Lesson 05, p. 54](#)**termination right**[Lesson 06, p. 65](#)**trigger event**[Lesson 06, p. 64](#)**urgent inquiry**[Lesson 02, p. 17](#)**waiver**[Lesson 02, p. 16](#)**with prejudice**[Lesson 08, p. 88](#)**work product**[Lesson 04, p. 40](#)

References and publication notes

All cases, organizations, figures, and conversations are fictional teaching material, not transcripts. Communication practice does not replace qualified advice or current workplace procedures.

[1] United States Courts. Federal Rules of Civil Procedure.

Primary procedural reference for the fictional US discovery and deposition settings. Applicable rules, local practice, and case orders require counsel review. Source checked 10 October 2026.

<https://www.uscourts.gov/forms-rules/current-rules-practice-procedure/federal-rules-civil-procedure>

[2] American Bar Association. Model Rule 1.4: Communications.

Background for clear client communication. ABA model rules are not automatically the governing rules in a particular jurisdiction. Source checked 10 October 2026.

https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_4_communications/

[3] American Bar Association. Model Rule 1.6: Confidentiality of Information, Comment.

Background for distinguishing professional confidentiality from evidentiary privilege. Actual obligations and exceptions require jurisdiction-specific review. Source checked 10 October 2026.

https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_6_confidentiality_of_information/comment_on_rule_1_6/

[4] American Bar Association. Model Rule 1.5: Fees.

Background for communicating scope, fees, and expenses. Model rules are not automatically the law of every jurisdiction; the invoice example does not decide enforceability. Source checked 10 October 2026.

https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_5_fees/

Companion course

The website offers the eight-lesson course and related practice. This book can be used independently. No audio access or external account is needed for its exercises.

<https://englishladder.com/efsp-law.html>

Precise language for facts, authority, and carefully bounded advice.

Separate fact from conclusion, explain the authority, and preserve the client decision.

Legal English Mindset: Facts, Issues, Rules, Risk

The email and client account are sources to assess, not interchangeable proof of the signed terms. Delivery on 18 May does not alone establish breach of a 15 May contractual obligation, particularly when the agreement and amendments remain unreviewed.

Client Intake, Scope, Conflicts, and Confidentiality

Receipt of an inquiry is not a reliable basis for assuming accepted representation or advice. Duties involving prospective-client information can arise independently of a signed engagement letter. Applicable rules and facts require counsel review.

Litigation Lifecycle: Pleadings, Motions, Deadlines, Strategy

Proposed, requested, agreed, signed, entered, and effective may describe different procedural states. The controlling source and legal effect require counsel review. This fictional exercise supplies no rule for calculating an actual deadline.

Discovery, ESI, Privilege Review, and Depositions

Relevance, responsiveness, and privilege answer different questions. Material may respond to a request yet require protection or redaction. A review flag records an unresolved issue; it does not authorize withholding or production on its own.

Phil Stilwell

© 2026 Phil Stilwell. All rights reserved.

No part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form or by any means without prior written permission from the author, except as permitted by law.

English Ladder / English for Work / Revised 2026 edition

This publication includes AI-generated text and cover illustration, revised and checked during production. Brand artwork remains the English Ladder mark. This edition makes no claim of independent professional certification.

Typeface: Bitstream Vera, embedded under its accompanying license. Illustration created with OpenAI's native image generator for this edition. The copyright notice is not a claim to ownership of third-party frameworks or references.