Podcast: *Hiring to Firing* Podcast
Episode: Pied Piper Problems: How Startups Can Avoid Employment Missteps
Hosts: Tracey Diamond and Emily Schifter
Guest: Alec Miller
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Tracey Diamond (00:00):
This week's episode of *Hiring to Firing* the podcast focuses on startup companies, which made me think, Emily, did you ever have a business?

Emily Schifter (00:09):
I had plenty of dog walking, car washing, door-to-door stuff with my neighbors, and I also tried a lemonade stand, but wasn't so successful. Did you have any startup stories or lemonade stands of your own?

Tracey Diamond (00:18):
I definitely had lemonade stands when I was a kid, although we lived on a cul-de-sac, so we didn't exactly get all that much in the way of foot traffic. But I also remember, bringing it back to my daughter once again, her and her brothers having a lemonade stand in front of my house. And she was really into gymnastics at the time. So her pitch in a big sign was a buck for a flip, and her customers would give her a buck, and she would do a back handspring.

Emily Schifter (00:43):
That's impressive.

Tracey Diamond (00:44):
Yeah, it gave her her much-needed ability to do her back handsprings and make some money. She did pretty well.

Emily Schifter (00:47):
There you go.

Tracey Diamond (00:50):
Anyway, tune in for this week's episode of *Hiring to Firing* when we talk about startup companies.

Welcome to *Hiring to Firing* the podcast. I'm Tracey Diamond, labor and employment partner at Troutman Pepper Locke. I'm here with my co-host and partner, Emily Schifter. Together we tackle all employment issues, from hiring to firing.

If you've ever watched the TV show *Silicon Valley* and thought nobody actually runs a company like that, we have news for you. Plenty of founders do, and that's where this episode comes in.

Emily Schifter (01:30):
That's right, Tracey. Today we're talking about the employment law fundamentals that help startups build on solid ground from day one, so that by the time the Series A diligence team shows up, they find a company that's done it right.

Tracey Diamond (01:41):
And one such company is Turnkey. Our guest today is Alec Miller, general counsel. Welcome to the show, Alec.

Alec Miller (01:48):
Thanks for having me on. I lead legal here at Turnkey. In terms of what we provide, we are secure, scalable, and programmable crypto infrastructure for modern payments and financial applications. But more important today than our product is where we are. Given today's topic, the most important background is probably our stage. We are a Series B startup with a little over 90 employees across several states, Canada, and the UK. And I should also add that while I love the Pied Piper shenanigans, I'm very grateful that Turnkey is not one of the companies that runs like Pied Piper. Excited to talk about it.

Emily Schifter (02:24):
That's right. It's entertaining, but a little risky [chuckle]. Kind of makes my heart rate go up, for sure. Why do you think employment issues tend to hit startups harder?

Alec Miller (02:33):
I think there's a few reasons. So first, startups are made up of small, interconnected teams. Everyone knows one another, and that's great for getting things done, but the environment presents unique challenges as well. Startups also have the ability to move really fast, and that's one of our advantages over large incumbents. And that, you know, applies also to hiring. We want to hire quickly and scale up our teams. And all of this is against a backdrop of limited human resources, or in startup world, we call them people teams, cash constraints, and investors who will diligence everything deeply.

And I guess to preview today's theme and what I'm going to try to come back to all the time is that most startup employment problems are cheap to prevent and expensive to fix. And perhaps not necessarily cheap to prevent, but at least cheaper to prevent. So that'll be our focus. And in a startup, when I say cheap or expensive, cash is definitely a consideration, but it's also level of effort by the team. A little bit of work today can save you a lot of work tomorrow.

Emily Schifter (03:36):
I think that's exactly right.

Tracey Diamond (03:37):
That's so true. Yeah.

Emily Schifter (03:39):
Before we dig in, in your view, or from where you sit, what do you think is the single biggest misconception that founders might have about employment law? I know there's a lot of nitpicky points, to your point, and it's a time question as much as it is a cash question, but what's one of the biggest?

Alec Miller (03:52):
Well, a lot of founders, I'd say, are wary of rules. I think founders generally, they got where they are precisely because they have a contrarian streak within them, a lot of optimism, and that's probably especially true in the area of employment law. They might think we're too small for these rules to apply. And some employment laws don't kick in until companies reach a certain headcount threshold, such as FMLA, which I imagine we'll get into. But many laws apply from first hire.

Tracey Diamond (04:20):
That's true. And I think it's important to keep in mind which laws apply to a company, and also which ones don't, so that you don't overregulate yourself, particularly in the startup environment. So let's start where every startup starts, which is the first hire. In this next clip, we're going to listen in to how the folks at Pied Piper in the TV show *Silicon Valley* handled the employment interview process.

Applicant 1 (04:41):
I don't work before noon or after 2:00 p.m., and I need to bring my dog to work. Are you dog friendly?

Richard (04:50):
Oh, yeah, you can bring your dog to work.

Applicant 1 (04:52):
That's not what I asked. Are you dog-friendly?

Applicant 2 (04:56):
Nice pool. Can my dog go in?

Richard (05:01):
Yeah, yeah, we're very dog-friendly.

Applicant 2 (05:04):
Is there a lifeguard? Because my dog can't swim.

Richard (05:08):
Now, it says here on your resume that from 2010 to 2011, you crushed it.

Applicant 3 (05:14):
That's actually an old resume. It should also read that I crushed it from 2013 to present.

Jared (05:20):
So are we to understand that you did not crush it in 2012?

Applicant 3 (05:23):
There was a medical situation preventing me from crushing it to my usual standards, so I had to take some time off until I was able to crush it at 100%, at which point I resumed crushing it full-time.

Richard (05:35):
So, it says here that you're proficient in C++, code assembly for multiple processor architectures, and that you are a cyborg?

Applicant 4 (05:45):
That is correct. Short for cybernetic organism. I came into this world of filth and pain with a congenital heart condition requiring the installation of a pacemaker, upon which I am mortally dependent.

Jared (06:00):
Wow, he's technically a cyborg.

Tracey Diamond (06:03):
Pied Piper certainly had their share of interesting applicants walk through the door. Alec, let's say a founder hires their college roommate, you know, just over a text message. "You're in. We'll figure it all out later." What pitfalls do you see? Where could that possibly go wrong?

Alec Miller (06:17):
Well, first of all, let me say that Turnkey is dog-friendly and we love our office mascot, so one of the other advantages of startup life. But regarding your question, our head of people always says clarity is kind, and I think that's very applicable here. It can feel awkward to figure out some of these nitty-gritty details on the front end, because it requires a lot of direct conversation, but it's really important. Ambiguity over salary or title, equity, start date, whether the role is full-time, all of that will create issues later. Texts and emails can be argued to create enforceable promises or can create confusion if they're not perfectly clear.

And so really just want to drive this home: clarity is kind. If there isn't a meeting of the minds with respect to the role, the awkward conversations that you think you're avoiding now, those are all going to come back later, and they could easily spiral. And one point to be especially careful about is undocumented equity promises. Something like, "You'll get 5%." These are some of the most common sources of founder disputes and diligence problems. And one recommendation is to always give the offer in terms of share count rather than percent. So if something happens to the share count in between the offer and the grant, you're fully covered and there's no ambiguity or gray area.

Another best practice is to offer a complete written offer letter covering the position, compensation, exempt versus non-exempt status, benefits eligibility, equity grant subject to board approval, at-will employment statement... We'll get into at-will later, and also contingencies, whether there's going to be a background check, which I imagine there is, I-9, signing the confidentiality and invention assignment agreement, which we can get into later as well. These offer letters are really basic to put together, but they do a lot to mitigate risk and make sure that you have all the details in one place.

Tracey Diamond (08:13):
That is really good advice, and I really love this concept of clarity is kind. I'm going to have to use that one going forward, because too often people are afraid of confrontation or what they perceive will be confrontation, and they're just... They're dancing around things rather than saying it outright. And that can cause all sorts of problems, as you've detailed, Alec.

Alec Miller (08:24):
Absolutely.

Tracey Diamond (08:34):
Let's start with at-will. You mentioned the concept of at-will employment. Let's define that for our listeners. What does it actually mean when someone's an at-will employee?

Alec Miller (08:43):
At-will basically means that either party can end employment at any time for any lawful reason, with or without notice. And that is generally applicable in the US, provided you have the proper at-will statement in the offer letter. Montana is the main exception, with its statute requiring good cause after a probationary period, but for the rest of the states, those remain true. And for listeners building global teams, each country has its own requirements as well, so some of this conversation is US-focused, but you should check local requirements elsewhere.

An at-will status can be eroded by promises of job security or fixed terms, for example, a two-year commitment or a two-year term, or even employee handbook language suggesting termination is only for cause. So our tip is: include a clear at-will statement in the offer letter and in the handbook, and train your founders and talent team not to

make verbal promises during recruiting. Again, clarity's kindness, and that means not making promises that are not strictly true.

Emily Schifter (09:45):
That's exactly right. One thing we'll sometimes see is this idea of a probationary period. And you know, it'll be, "We'll give you 60 days or 90 days," and it's kind of for both parties to assess whether the role is a good fit. We do sometimes see employers tend to rely on it and say, "Well, it's during the probationary period, so I can let them go for any reason at all," which is true under at-will employment, but can sometimes, I think, give an illusion of maybe some flexibility or that the rules don't apply. So what's your sense on whether a probationary period is a good fit in the startup space?

Alec Miller (10:16):
They can be a good idea, especially for teams that are looking to scale quickly. Obviously, if you're looking to scale quickly, you're trying to make the best decisions possible, but you're not going to be right 100% of the time. But you should be careful about how you characterize the probationary period. It can imply to employees that if you pass the probation, then you can only be fired for cause. So consider calling it an introductory period or something along those lines, and stating that at-will status still applies after the introductory period is over. One thing we've been working on as well is making really clear check-in points and development plans, so that employees who are joining can make sure that they're on track during that introductory period, so that nothing comes as a surprise.

Tracey Diamond (11:02):
I'd like to pivot to a different form of worker, which is an independent contractor. Startups seem to really love using independent contractors. It's great, right? There's no payroll, there's no benefits, and it really gives the company maximum flexibility, which is so important in a startup environment. Alec, when does that become a problem?

Alec Miller (11:21):
First of all, let me add that contractors also love to be contractors, because it could have significant tax impact. But it could become a problem if we're characterizing employees as contractors. And let me get into some of the specifics. The most important thing to remember is that classification depends on the actual working relationship, not just the label or the title in the contract, which people, non-lawyers, can be overly swayed by. And different tests depend on the relevant law that we're looking at. So for example, under the federal FLSA, we use the economic realities test, whereas the IRS uses a common law control test. And then some states, including California and Massachusetts and New Jersey, have an even stricter ABC test. And again, this varies by country as well.

I'd say, to make a general statement, the factors that increase risk is if there's full-time ongoing work for an indefinite period of time, the person performs core business

functions. So for example, an engineer building a product, the company sets the hours and the kind of ways of working and provides oversight and provides tools and equipment to do the job. And also, if the contractor has no other clients, if it generally starts to look more like an employee-employer relationship. And the consequences of getting this wrong vary, again depending on jurisdiction, but it could be back wages and overtime, payroll tax liability and penalties, benefits eligibility claims, and in some states even statutory penalties. And because of all these, this is definitely an area that comes up often in diligence, so you should be sure to get ahead of this one.

Tracey Diamond (13:09):
Emily and I were just talking about that. It does seem to come up all the time in our deals, yeah.

Alec Miller (13:14):
Yeah.

Emily Schifter (13:15):
It's exactly right. And people love to say, "Well, that's how it's done in the industry," or they want it done this way. And not always the defense that people think that it is, unfortunately.

Tracey Diamond (13:24):
Shifting gears a little bit, moving to our next clip. In this one, Pied Piper is struggling with marrying the concept of hiring the best person for the job, but also ensuring that the company has a diversified workforce. So let's take a listen.

Jared (13:36):
Last interview of the day. Dinesh, Gilfoyle, this is someone you guys recommended I contact, Carla Walton?

Dinesh (13:43):
Yeah, we hung out with her a bunch at the last SF Bit Tech meetup.

Gilfoyle (13:46):
Her code is great.

Richard (13:47):
She was head of engineering at Eercast?

Dinesh (13:51):
She was engineering at Eercast. She built that whole system on her own.

Jared (13:54):
You know what else excites me here? There's a distinct overrepresentation of men in this company. Look around. I think it would behoove us to prioritize hiring a woman.

Gilfoyle (14:03):
I disagree, OJ. We should hire the best person for the job, period.

Dinesh (14:09):
And Carla's one of the best.

Jared (14:09):
Right. Let me rephrase. I think having a woman in the company is important, but hiring someone only because they're a woman is bad. I would never compromise Pied Piper.

Richard (14:18):
Okay, but just to be clear, our top priority is to hire the most qualified person available, right?

Jared (14:21):
Of course.

Dinesh (14:24):
But it would be better if that someone was a woman, even though the woman part of that statement is irrelevant?

Jared (14:31):
Exactly. It's like we're the Beatles and now we just need Yoko.

Richard (14:35):
That's the worst example you could have used.

Emily Schifter (14:38):
Hopefully, none of our listeners need us to explain why making a diversity hire can be a bad idea, fraught with legal risks and issues on kind of all sides of the equation, especially under the current administration. And I think probably enough ink has been spilled on that topic, but always a good reminder.

But it kind of also makes me think, what about some other kind of similar issues in a startup when you're dealing with hiring on the fly? Like, we talked about before this idea of you hire your friend over text or someone's just helping out. And it reminds me, we talked a little bit about this issue in the context of protecting intellectual property in a prior episode that we did focused on the Facebook story, another famous startup, not so small anymore, of course.

Tracey Diamond (15:18):
So Alec, an example we see a lot is the founder brings their friend on or the friend's just helping out and they say, "You don't need to pay me, I'll just take equity." Do you see any issues with that?

Alec Miller (15:26):
Right. Well, unpaid work for a for-profit company generally raises minimum wage concerns. So equity-only arrangements for workers who are not owners or properly-structured founders can be risky. And so you'd really want to work through that with your employment counsel.

Tracey Diamond (15:41):
And also to your point earlier, Alec, it kind of goes to this issue of, "Oh, I'll just take some equity," and if there's nothing in writing, that's now creating a promise that is going to cause all sorts of problems potentially later.

Alec Miller (15:53):
Absolutely.

Tracey Diamond (15:53):
Let's turn to the idea of agreements. So what are important clauses to include in an employment agreement?

Alec Miller (16:00):
The startup's value is often in its IP. And if an early engineer or founder never assigns their IP, the company may not own its core code, or you may have to track them down later and, again, create a lot of work and a lot of expense. So an assignment of inventions clause, work-for-hire provisions are super important. These are typically a condition of beginning employment and something that will, again, definitely come up in diligence. Use present tense assignment language, for example, "hereby assigns," and get founders to assign pre-formation work to the company as well. Additionally, you might want to consider non-compete and non-solicit provisions where lawful. These are really important to prevent employees from taking company employees and customers with them when they leave.

Tracey Diamond (16:49):
And that's such a hard area to keep a handle on, particularly for a startup as it starts to scale quickly into multiple states, because the law varies so widely and changes so often as to whether or not non-compete and non-solicits are even enforceable. So particularly non-competes.

Alec Miller (17:04):
Absolutely.

Tracey Diamond (17:05):
Really important to stay on top of your state law. All right, this is a great time to introduce our next clip. In this clip, Belson sues Richard for breach of his employment agreement. The arbitrator rules that per Richard's employment contract, a company called Hooli would own Pied Piper's intellectual property. However, the arbitrator continues that Hooli's claim is nullified by an illegal non-compete clause. Let's take a listen.

Judge (17:29):
Mr. Belson, there is language in this contract that the California Supreme Court has deemed unlawful. Preventing Mr. Dunn from seeking employment elsewhere is a violation of his rights. Are you aware of this?

Belson (17:45):
I was not, but I'm willing to drop that count altogether if it makes things easier.

Judge (17:50):
Well, here's the thing. This clause was unlawful when you included it in Mr. Hendricks' employment agreement.

Belson (18:00):
Right. As I said, I'm willing to just move past this.

Judge (18:03):
See, again, I don't think you understand. If Mr. Hendricks hadn't hired Mr. Dunn or you hadn't pursued him for that hire, I'm not sure I would have noticed the violation. But you did, so I did.

Richard (18:09):
What's happening?

Lawyer (18:14):
Justice, baby.

Judge (18:20):
And what I find is this is an unenforceable contract. It is null and void.

Tracey Diamond (18:27):
This is a good example of making sure your agreements are compliant with state law. One invalid provision may invalidate the entire document. That's a reason why oftentimes we'll see restrictive covenants in their own agreement and not a section of a greater employment agreement, out of concern that an invalid non-compete in an employment agreement might invalidate the entire employment agreement. So important to have strong severability clauses in your agreements, and also to keep the

covenants separate from the rest of the promises and conditions of employment, if that makes sense for your company.

So let's pivot from employment agreements to employment policies. Alec, what are the must-haves?

Alec Miller (19:05):
I'd say the super critical ones are equal employment opportunity, anti-harassment, and anti-retaliation, with a clear complaint channel, anonymous whistleblower channel. And that should report not just to the CEO, but to a few parties, just in case those complaints are about the CEO. Leave policies required by state and local law. Those might include paid sick leave and family leave; timekeeping and meal and rest breaks for non-exempt staff; remote work and expense reimbursement. Some states, such as California, require reimbursement of necessary business expenses. So again, always a plug to look into local jurisdiction requirements.

And we've already begun talking about confidentiality a little bit, but related to confidentiality are also acceptable use and data security policies. And these are especially important now with AI adoption. You want to give employees really clear guidance on what is appropriate to do and what is not appropriate to do, especially as they're experimenting with new technologies. And while I've rattled off a bunch of really important things, it's best to avoid just adopting a big company's 80-page handbook. It might promise things that a startup can't deliver. And it's also true that having a policy in place that you don't fully follow or enforce can create headaches later.

Emily Schifter (20:25):
Yeah, we talk about this all the time. It can be so tempting to say, "I've got this amazing handbook and it covers every possible eventuality," and then all it does is it creates a liability in the future if it creates dust on a shelf or just sets out things that the company can't possibly do. So I think that is a really good point, some really good advice.

Tracey Diamond (20:41):
Yeah, something as simple as "we perform performance evaluations semi-annually," and then the company doesn't perform performance evaluations semi-annually can cause problems.

Emily Schifter (20:51):
So what do you think about the idea of unlimited PTO, paid time off? We see that sometimes in policies and it's a very, I think, startup concept. Do you think that's a good idea?

Alec Miller (21:00):
I'm biased. Turnkey employees have unlimited PTO in the jurisdictions where it's permitted. The possible benefits are, well, you don't have to track accrual and usage.

But in some states, for example, California, whether accrued vacation must be paid out at separation depends on how the policy is structured and administered. So you do want to be careful with it. And constant theme, ambiguous policies can create payout claims. So draft carefully and apply consistently. But I've really enjoyed our unlimited PTO policy. It's given me a lot of flexibility, and my colleagues as well.

Tracey Diamond (21:35):
Speaking of tracking time, let's talk about wage and hour compliance issues more generally. Alec, everyone at a startup seems to work crazy hours. Does everyone need to be paid overtime?

Alec Miller (21:46):
Not if they're properly classified as exempt, which requires both a salary basis and salary level test, and also a duties test. And duties basically means do you fall into one of these categories: executive, administrative, professional, computer employee, or outside sales. And just as we've mentioned before, job titles alone do not determine the exemption. So a head of growth who actually mostly just does data entry may be non-exempt. I'd say the watch-out areas that I think are probably common for most startups are junior roles, customer support, operations, junior engineers or QA who may not meet the exemption tests.

Emily Schifter (22:28):
I think that's right. And another area where we see companies sometimes get tripped up is where state law has a different test or a more stringent salary basis threshold. In states like California, it's significantly higher than federal law. So that's another one to keep in mind. And kind of circling back to our earlier question on this point, can we pay an early employee a lower salary and just decide that we're going to make up the rest with equity?

Alec Miller (22:51):
The short answer is no. But I will say that it's a good idea to think about compensation holistically. A lot of our employees do think about their compensation as their salary plus their equity component. But from a legal perspective, equity generally does not count towards minimum wage or the exempt salary threshold. Salary must still meet the applicable minimum. And deferred salary arrangements can raise wage payment timing issues under state law, and potentially tax issues with the IRS as well.

Emily Schifter (23:20):
What other wage and hour traps catch startups?

Alec Miller (23:24):
Off-the-clock work by non-exempt employees and Slack messages at night can count. State meal and rest break rules, final payout timing at separation, and pay stub requirements as well. And for startups with multi-state remote workforces, like Turnkey

and many others as well, the law where the employee works generally applies, which means it's a good idea to register in that state for payroll taxes, and you want to make sure that you're following its rules.

If you employ employees through a professional employer organization, or a PEO, the PEO may handle this for you, but you should still double-check. And then one other set of laws to be careful of is pay transparency laws requiring salary ranges in job postings. And these are becoming more and more common, and they're already live in California, Colorado, New York, Washington, and Illinois.

Tracey Diamond (24:17):
Among others, there's actually more states, even, that have pay transparency laws, but those are the top, for sure. Not every hire works out, so let's move on to the end of the employee life cycle. When a startup needs to let someone go, what's the right process?

Alec Miller (24:31):
This one definitely falls within the theme of cheap to prevent, or cheaper to prevent. Follow-up on performance feedback with written documentation, I think, is very important. And it's also important to train managers on how to document. Again, clarity's kindness. You know, making sure that you're being honest with employees as you're realizing that they're off track gives them an opportunity to improve, and if they can't, it puts them on notice that there's a gap in skills.

Be consistent with how others are treated, and check for risk factors. Were there recent complaints by that employee? Was there protected leave? Do they have any disability or accommodation requests? Was there whistleblowing? Or are there any protected class issues that could potentially support a retaliation or a discrimination claim? All good things to keep in mind.

And then, you know, plan for the logistics, which can get messy, but it's best if you just create a checklist and run through it each time. You know, you want to cover final payment timing, which is immediate in some states such as California, accrued vacation payout where required if you don't have unlimited PTO, benefits and COBRA notices, return of equipment, and access shutoff. And for the meeting, I think it's best to keep it short, respectful, and consistent with the documented reason, and offer yourself up for follow-up questions over email.

Tracey Diamond (25:55):
Really great tips, Alec. Let's talk severance. Is it required? And if not, why do companies offer it?

Alec Miller (26:02):
It's generally not required by law unless promised in an agreement or policy. The main purpose is to obtain a release of claims in exchange for the consideration, the

consideration being the severance. Releasing federal age claims for employees 40 and older requires compliance with the Older Workers Benefit Protection Act, which basically means the employee has 21 days to consider and seven days to revoke after agreement. And again, very helpful to have a policy in place here rather than trying to determine the appropriate level of severance for each employee.

Tracey Diamond (26:39):
And then if it's a group termination which is defined under the Older Workers Benefit Protection Act, it would be 45 days to sign the agreement plus the seven days to revoke. And then don't forget, employers, that you need to add that Older Workers Benefit Protection Act worksheet for that group termination that lists, among other things, the job titles and ages of those in the same decisional unit who were and were not selected for termination. Emily, this is a question for you. What about layoffs when the funding runs dry?

Emily Schifter (27:08):
Yeah, never a fun topic. And I'll refer our listeners who are dealing with this to a prior episode where we've talked about reality TV and terminations. Not a fun topic, but at least it makes a heavy topic a little lighter and more practical, hopefully.

But at a high level, when you're dealing with a bigger group, obviously you need to consider under the Older Workers Benefit Protection Act what Tracey just mentioned if it's a group. There's also, of course, the federal WARN Act, which will apply to certain larger employers with 100 or more employees, that requires 60 days' notice of a covered plant closing or a mass layoff. There are also some state mini-WARN laws. California, and New York, New Jersey are just some examples that might have lower employee thresholds, longer notice periods, other requirements. In general, whether or not it's a large layoff or even if it's just a handful of people, you always want to be thinking about making your selections using objective, documented criteria. And you'll also want to review for disparate impact on protected groups. And the current administration has indicated it's not going to pursue disparate impact as much, but it still remains the law and it's a good thing to be aware of.

And of course, Alec, as you mentioned, thinking about what your severance package is going to be and trying to make that something that you offer consistently rather than changing it up based on the person or based on the role, unless you've got like a clear rule or cutoff.

So we've covered a lot of ground today here. Alec, if a founder is listening right now and could do only one thing this week, what do you think it should be?

Alec Miller (28:35):
I would say build compliance in at the start. As I've kept saying, it's cheap now, and it will be much more expensive later. And I would encourage founders to treat

employment counsel as part of their founding team, not just the cleanup crew. And that's especially true when laying the initial groundwork and establishing these repeatable processes. Getting your offer letter in place that you can use as a template or a severance agreement, and again, these repeatable checklists that you can go through each time you're doing a hire or a termination is really helpful in helping you avoid mistakes. And you know, we've also talked about changing laws within jurisdictions. These are things that should be kept fairly live and refreshed on a regular basis.

Tracey Diamond (29:19):
All great practical advice for our startup clients. So thank you, Alec, so much for joining us today, and thanks to everyone for listening to *Hiring to Firing*. Don't forget to visit our blog, hiringtofiring.law, and subscribe so you can get the latest updates. Please make sure to also subscribe to this podcast wherever you get your podcasts. Also, don't forget to check out our firm's other podcasts on troutman.com/podcasts. If you found this episode useful, please subscribe, rate, and share it with a founder who needs it. Thanks very much.

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