



Founders Forum

powered by *NEXT*

an educational series for entrepreneurs

Contingency Planning & Disruptions: Preparing for a Typhoon

January 17, 2024

Moderator

- Former computer programmer & software engineer
- 25 years as Intellectual Property Attorney
- Founded Kim, Lahey & Killough Law Firm in 2018
- Named, Best Lawyers® Trademark Lawyer of The Year, Greenville (2022)
- Named, Best Lawyers® Patent Lawyer of The Year, Greenville (2019)
- Chair, Intellectual Property & Innovation Committee, SC Bar Association
- Active in the management of several companies
- InnoVision member and Chair for over 10 years



Doug Kim





Boutique law firm with large firm experience



Take a client-centric approach to establishing and protecting intellectual property for startups to large manufacturers



Servicing the manufacturing, software, energy, finance, hospitality, tourism, and technology industries



Key practice areas include intellectual property, business and commercial litigation, mediation, employment, corporate and business matters, mergers and acquisitions, contracts, and cybersecurity



5 Consecutive Years!

Firm History

2018 – Started the firm in February with 2 attorneys and a paralegal. Wanted to create a law firm with clients in mind to better match the way our clients want to do business. Quickly added a fractional marketing director to help the firm grow.

2019 - Experienced a lot of growth. We needed more resources. Adding additional staff was no problem! They came to us because of the way we operate. They liked the model.

2020 - COVID hit and changed the way most do business, except for our firm. We were already set up to not be geo-tethered.

2021 - COVID was still around. Decided to stabilize because we had been growing fast.

2022 - June - Combined with a firm from Charleston and ended up with 3 additional attorneys, 2 of which are in Brevard, NC.

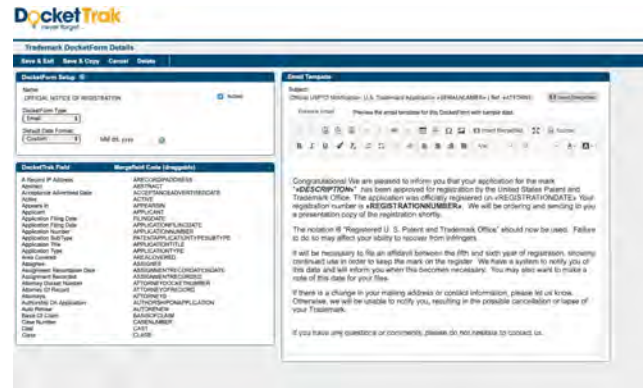
2023 – Added four additional attorneys in Greenville.



Modern Law Firm



100% Remote



Adobe Sign

Client Intake Form

Date Agent/Representative Name

Client Name Client Organization/Company Name

Check Information

Home Phone Cell Phone Email Address

Address

City State ZIP Code

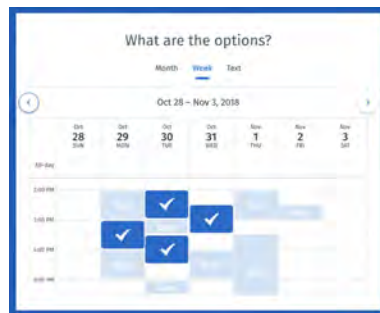
Occupation/Business Type

DOB Gender

Additional Information (Demographic/Military/etc.) Service Requests

Other/Special Requests Availability for Follow-up

Previous Customer? Referred by



Get in Touch

21400 Woodloch Forest Blvd #111
Charlotte, NC 28217
Phone: 844.973.6688
Fax: 844.973.6688

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Unexpected Disruptions

May 8
Flew to Guam



May 11
Flew to Micronesia



Unexpected Disruptions

May 19

Typhoon Mawar started as a tropical depression southwest of Chuuk Island

May 20

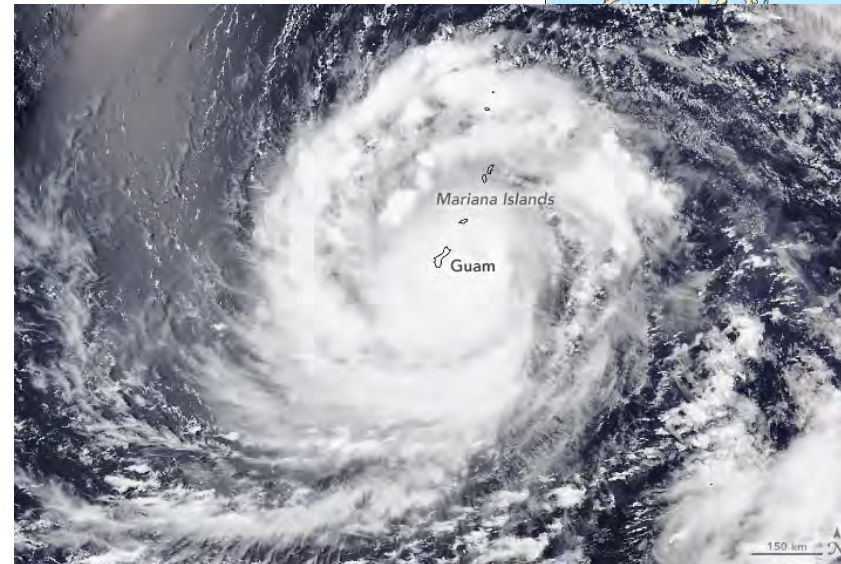
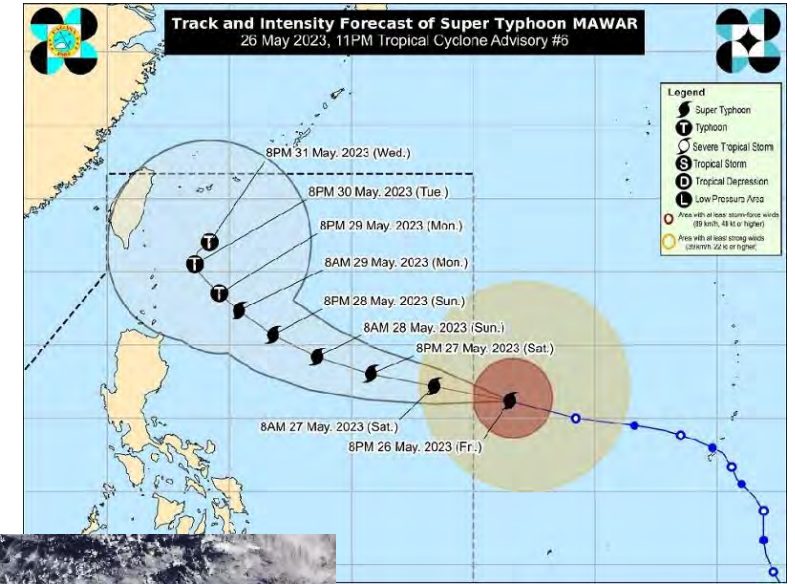
Was supposed to return home

May 24

Typhoon Mawar passed north of Guam as a Cat-4

June 3

Finally able to return to Greenville



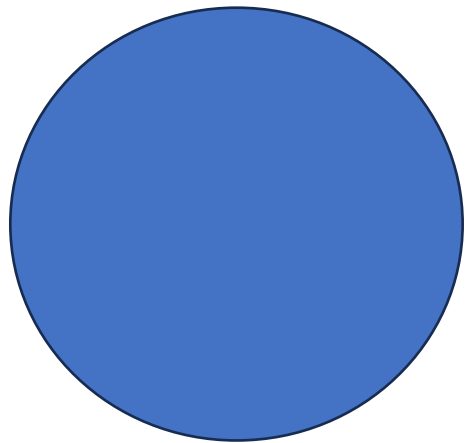
Modern Workforce

- Flexibility
- Mobility
- “Forced Firm Fun”
- Listen (and Remember)

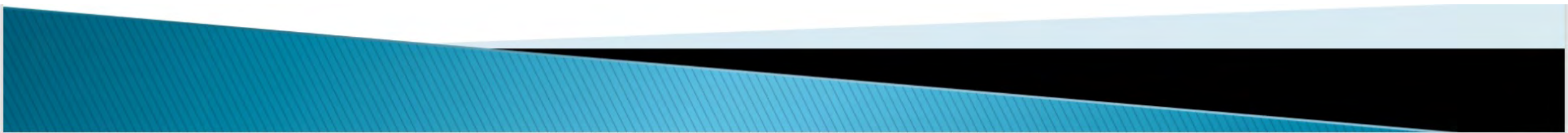


Suggestions

Conduct a Business Impact Analysis (BIA)



IMPACT



Suggestions

Identify Critical Business Functions and Determine Acceptable
“DOWNTIME”

Email – important

Banking – less important



Suggestions

Communications Plan

Internal - Who is in charge?

External

Keep clients informed

Keep vendors informed

Is PR Needed?



Suggestions

Data Recovery
3 copies
2 backups
1 Offsite

Third Party

Geographically Untethered



Suggestions

Implement measures to safeguard property and funds

- Internal Agreement
 - Employment Agreements
 - Independent Contractor Agreements
- Intellectual “Capital” (IP)
- Duplicate Vendors (e.g., PPP – what a mess for some)
- Incident Response Team
 - Internal
 - External

Insurance

A “Good Buddy”



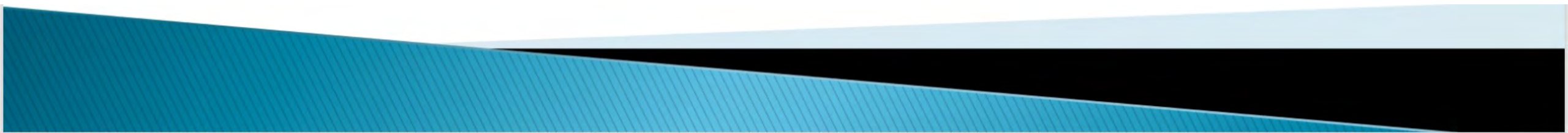
An Example (Contract Clause)

“Vendor” shall enter into and shall maintain in effect with appropriate parties one or more agreements making reasonable provision of emergency use of electronic data processing equipment to the extent appropriate equipment is available. In the event of equipment failures, Vendor shall, at no additional expense to the Client, take reasonable steps to minimize service interruptions but shall have no liability with respect thereto.

Final Thought

“A bad plan is better than no plan, and the most important quality of any plan is the flexibility to change.”

Judson L Moore, *Exponential Happiness: How to identify and pursue life goals starting at a young age*





Contact Information

Doug Kim
doug@kimandlahey.com
Kimandlahey.com