



Planning Ahead

A guide to protecting your clients' interests in the event of your disability or death

A Handbook & Forms



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ACKNOWLEDGMENT

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CHAPTER 1

THE DUTY TO PLAN AHEAD

THE DUTY TO PLAN AHEAD

It is hard to think about events that could render you unable to continue practicing law. Unfortunately, freak accidents, unexpected illness, and untimely death do occur, and if they happen to you, your clients' interests may be unprotected.

For this reason, a lawyer's duty of competent representation includes arranging to safeguard the clients' interests in the event of the lawyer's death, disability, impairment, or incapacity. One of the comments to Rule 1.3 of the Wyoming Rules of Professional Conduct emphasizes the need to be prepared for the unexpected, particularly on the part of sole practitioners:

To prevent neglect of client matters in the event of a sole practitioner's death or disability, the duty of diligence may require that each sole practitioner prepare a plan, in conformity with applicable rules, that designates another competent lawyer to review client files, notify each client of the lawyer's death, disability, extended absence, or inability to practice, and determine whether there is a need for immediate protective action.

Rule 1.3, W.R.P.C., comment [5] (italics supplied).

The Wyoming State Bar is publishing this handbook, with the permission of the Oregon State Bar Professional Liability Fund from which it is adapted, to help you fulfill your ethical responsibilities and to reduce future malpractice claims against you and your estate. Many professional liability insurers require the lawyers they insure to make similar arrangements.

TERMINOLOGY AND FORMS

The term *Surrogate Attorney* as used in this handbook refers to the lawyer with whom you have made arrangements to close your practice. The term *Planning Attorney* refers to you, your estate, or personal representative.

The sample *Agreement to Close Law Practice-Full Form* in Chapter Four, p. 20, authorizes the Surrogate Attorney to transfer client files, sign checks on your general and trust account, and close your practice. This form also provides for payment to the Surrogate Attorney for services rendered, designates the procedure for termination of the Surrogate Attorney, and provides the Surrogate Attorney with the option to purchase the law practice. The *Agreement-Full Form* is a sample only. You may modify it as needed.

The sample *Agreement to Close Law Practice-Short Form* in Chapter Four, p. 26, includes authorization to sign on your general and trust accounts and consent to close your office. It does not include many of the terms found in the sample Agreement-Full

Form version, but it does include the authorizations most critical to protecting your clients' interests.

Chapter Four also contains additional forms and sample letters for your use.

GETTING STARTED

The first step in the planning process is for you to find a fellow member of the Wyoming State Bar to close your practice in the event of your death, disability, impairment, or incapacity. The arrangement you enter into with the Surrogate Attorney should include a variety of features.

First, it should include a signed consent form authorizing the Surrogate Attorney to contact your clients for instructions on transferring their files, to obtain extensions of time in litigation matters where needed, and to provide all relevant people with notice of closure of your law practice.

The agreement could also include provisions that give the Surrogate Attorney authority to wind down your financial affairs, provide your clients with a final accounting and statement, collect fees on your behalf, and liquidate or sell your practice. Arrangements for payment by you or your estate to the Surrogate Attorney for services rendered also can be included in the agreement. (See sample *Agreement-Full Form*, p. 20.)

At the beginning of your relationship, it is crucial for you and the Surrogate Attorney to establish the scope of the Surrogate Attorney's duty to you and your clients. If the Surrogate Attorney represents you as *your* attorney, he or she may be prohibited from representing your clients on some or possibly *all* matters. Under this arrangement, the Surrogate Attorney would owe his or her fiduciary obligations to you. For example, the Surrogate Attorney would be prohibited from informing your clients of your legal malpractice or ethical violations. However, if the Surrogate Attorney is not *your* attorney, he or she may have an ethical obligation to inform your clients of your errors. (See *What If? Answers to Frequently Asked Questions* in Chapter Two.)

Whether or not the Surrogate Attorney is representing you, that person must be aware of conflict of interest issues and must do a conflict of interest check if he or she (1) is providing legal services to your clients or (2) must review confidential file information to assist with transferring clients' files.

ACCESS TO THE TRUST ACCOUNT

When arranging to have someone take over or wind down your financial affairs, you should also consider whether you want that person to have access to your trust account. If you do not make arrangements to allow someone access to the trust account, your clients' money will remain in the trust account until a court orders access. For example, if you

become physically, mentally, or emotionally unable to conduct your law practice, and no access arrangements were made, your clients' money will most likely remain in your trust account until the court takes jurisdiction over your practice and your accounts. In many instances, the client needs the money he or she has on deposit in the lawyer's trust account in order to hire a new lawyer. A delay puts the client in a difficult position. This is likely to prompt ethics complaints, Clients' Security Fund claims, malpractice complaints, or other civil suits.

On the other hand, allowing access to your trust account is a serious matter. You must give careful consideration to whom you give access, and under what circumstances. If someone has access to your trust account, and that person misappropriates money, your clients will suffer damages. In addition, you may be held responsible.

There are no easy solutions to this problem and there is no way to absolutely know if you are making the right choice. There are many important decisions to make. Each person must look at the options available to him or her, weigh the relative risks, and make the best choices he or she can.

If you do want to allow access to your trust account, there are many alternatives. You must first decide (1) who you want to determine if you are disabled, incapacitated, impaired, or for some other reason unable to conduct your business affairs and (2) whether you want to give general access to the account, or access that is contingent upon the occurrence of an event. One approach is to give the Surrogate Attorney access only during a specific time period or after a specific event, and to allow the Surrogate Attorney to determine if the contingency has occurred. Another approach is to have someone else, such as a spouse, best friend, or family member, hold the power of attorney until he or she determines that the specific event has occurred. A third approach is to provide the Surrogate Attorney with access all of the time.

If you want the Surrogate Attorney to have access to your accounts contingent upon a specific event or during a particular time period, you have to decide how you are going to document the agreement. Depending on where you live and the bank you use, some approaches may work better than others. Some banks require only a letter signed by both parties granting authorization to sign on the account. The sample written agreement in Chapter Three should be legally sufficient to grant the Surrogate Attorney authority to sign on your trust account. However, you and the Surrogate Attorney may also want to sign a limited power of attorney. (See *Power of Attorney - Limited* in Chapter Four, p. 29.) Most banks prefer a power of attorney. Signing a separate limited power of attorney increases the likelihood that the bank will honor the agreement. It also provides you and the Surrogate Attorney with a document that can be given to the bank, which is limited to bank business. (The bank does not need to know all the terms and conditions of the agreement between you and the Surrogate Attorney.) If you choose this approach, consult the manager of your bank. When you do, be aware that power of attorney forms provided by the bank are generally an unconditional authorization to sign on your account and include an agreement to indemnify the bank. Get confirmation that the bank will honor your limited power of attorney, or other written agreement. Otherwise, you may think

you have taken all necessary steps to allow access to your trust account, yet when the time comes, the bank may not allow the Surrogate Attorney access.

If you are going to use the form provided by your bank, you may want to have someone, such as your spouse, family member, personal representative, or best friend, hold the power of attorney until the contingency occurs. This can be documented in a letter of understanding, signed by you and the trusted friend or family member. (See *Letter of Understanding* in Chapter Four, p. 30.) When the event occurs, the trusted friend or family member provides the Surrogate Attorney with the power of attorney.

Either way, if you are going to have the authorization for access to your trust account contingent upon an event or for a limited duration, the terms must be specific and the agreement should state how to determine if the event has taken place. For example, is the Surrogate Attorney authorized to sign on your accounts only after obtaining a letter from a physician that you are disabled or incapacitated? Is it when the Surrogate Attorney, based on reasonable belief of necessity, says so? Is it for a specific period of time, for example, a period during which you are on vacation? You and the Surrogate Attorney must review the specific terms and be comfortable with them. These same issues apply if you choose to have a family member or friend hold a general power of attorney until the event or contingency occurs. Both parties need to know what to do, and when to do it. Likewise, in order to avoid problems with the bank, the terms should be specific, and it must be easy for the bank to determine if the terms are met.

Another approach is to allow access to your trust account all of the time by authorizing the Surrogate Attorney as a signer. This requires going to the bank and having the Surrogate Attorney sign the appropriate cards and paperwork. When the Surrogate Attorney is authorized to sign on your trust account, he or she has complete access to the account. This is an easy approach that allows the Surrogate Attorney to perform the functions of refunding client money or paying appropriate costs from client funds, even if you are just unexpectedly delayed in returning from a vacation. An authorized signer can write checks, withdraw money, or close the trust account at any time, even if you are not dead, disabled, impaired, or for some other reason unable to conduct your business affairs. Under this arrangement, you are unable to control the signer's access. These risks make it an extremely important decision. If you choose to have an authorized signer, your choice of signer is crucial to the protection of your clients' interests, as well as your own.

CLIENT NOTIFICATION

Once you have made arrangements with a Surrogate Attorney, the next step is to provide your clients with information about your plan. The easiest way to do this is to include the information in your representation agreements and engagement letters. This provides clients with information about your arrangement and gives them an opportunity to object. Your client's signature on a representation agreement provides written authorization for the Surrogate Attorney to proceed on his or her behalf if necessary. (See *Sample Language to Include in Engagement Letters* in Chapter Four, p. 32.)

OTHER STEPS THAT PAY OFF

There are a number of steps that you can take while you are still practicing to make the process of closing your office smooth and inexpensive. These steps include (1) making sure that your office procedures manual explains how to produce a list of client names and addresses for open files, (2) keeping all deadlines and follow-up dates on your calendaring system, (3) thoroughly documenting client files, (4) keeping your time and billing records up-to-date, (5) familiarizing your Surrogate Attorney with your office systems, (6) renewing your written agreement with the Surrogate Attorney each year, and (7) making sure you do not keep clients' original documents, such as wills or other estate plans. (See *Checklist For Lawyers Planning to Protect Clients' Interests in the Event of the Lawyer's Death, Disability, Impairment, or Incapacity* in Chapter Three, p. 13.)

If your office is in good order, the Surrogate Attorney will not have to charge more than a minimum of fees for closing the practice. Your law office will then be an asset that can be sold and the proceeds remitted to you or your estate. An organized law practice is a valuable asset. In contrast, a disorganized practice requires a large investment of time and money and is less marketable.

DEATH OF A SOLE PRACTITIONER: SPECIAL CONSIDERATIONS

If you authorize another lawyer to administer your practice in the event of death, disability, impairment, or incapacity, that authority terminates when you die. The personal representative of your estate has the legal authority to administer your practice. He or she must be told about your arrangement with the Surrogate Attorney and about your desire to have the Surrogate Attorney carry out the duties of your agreement. The personal representative can authorize the Surrogate Attorney to proceed.

It is imperative that you have an up-to-date will nominating a personal representative (and alternates if the first nominee cannot or will not serve), so that probate proceedings can begin promptly and the personal representative can be appointed without delay. If you have no will, there may be a dispute among family members and others as to who should be appointed as personal representative. A will can provide that the personal representative shall serve without bond. Absent such a provision, a relatively expensive fiduciary bond will have to be obtained before the personal representative is authorized to act.

As a sole practitioner, your law practice may be the only asset subject to probate. Other property will likely pass outside probate to a surviving joint tenant, usually the spouse. This means that unless you keep enough cash in your law practice bank account, there may not be adequate funds to retain the Surrogate Attorney or to continue to pay your clerical staff, rent, and other expenses during the transition period. It will take some time to generate statements for your legal services and to collect the accounts receivable. Your accounts receivable may not be an adequate source of cash during the time it takes to close your practice. Your Surrogate Attorney may be unable to advance expenses or may

be unwilling to serve without pay. One solution to this problem is to maintain a small insurance policy with your estate as the beneficiary. Or your surviving spouse or other family members can be named as beneficiary, with instructions to lend the funds to the estate if needed. Wyoming law gives broad powers to a personal representative to continue a decedent's business to preserve its value, sell or wind down the business, and hire professionals to help administer the estate. However, for the personal representative's protection, you may want to include language in your will that expressly authorizes that person to arrange for closure of your law practice. The appropriate language will depend on the nature of the practice and the arrangements you make ahead of time. (See *Will Provisions* in Chapter Four, p. 31.)

The issue of having sufficient funds to pay a Surrogate Attorney and necessary secretarial staff also occurs in the event of disability, incapacity, or impairment. To prevent or minimize this problem, you may want to maintain disability insurance in an amount sufficient to allow for expenses incurred in closing your law practice.

START NOW

This is something you can do **now**, at little or no expense, to plan for your future and protect your assets. Don't put it off - start the process today.

CHAPTER 2

WHAT IF? FREQUENTLY ASKED QUESTIONS

WHAT IF? ANSWERS TO FREQUENTLY ASKED QUESTIONS

This section reviews some of these issues and the various arrangements that the Planning Attorney and the Surrogate Attorney can make. All of these frequently asked questions, except No. 8, are presented as if the Surrogate Attorney is posing the questions.

1. Must I notify the former clients of the Planning Attorney if I discover a potential malpractice claim against the Planning Attorney?

The answer is largely determined by the agreement you have with the Planning Attorney and the Planning Attorney's former clients. If you do not have an attorney-client relationship with the Planning Attorney, and you are the new lawyer for the Planning Attorney's former clients, you must inform your client (the Planning Attorney's former client) of the error, and advise him or her to submit a claim to the Planning Attorney's malpractice carrier, unless the scope of your representation of the client excludes actions against the Planning Attorney. If you want to limit the scope of your representation, do so in writing and advise your clients to get independent advice on the issues.

If you are the Planning Attorney's lawyer, and not the lawyer for his or her former clients, you should discuss the error with the Planning Attorney and review the obligation to inform the client of the error. If you are the attorney for the Planning Attorney, you would not be obligated to inform the Planning Attorney's client of the error. You would, however, want to be careful not to make any misrepresentations. For example, if the Planning Attorney had previously told the client a complaint had been filed, and the complaint had not been filed, you should not say or do anything that would lead the client to believe the complaint had been filed.

If you are the Planning Attorney's lawyer, an alternative arrangement that you can make with the Planning Attorney is to agree that you may inform the Planning Attorney's former clients of any malpractice errors. This would not be permission to represent the former clients on malpractice actions against the Planning Attorney. It would authorize you to inform the Planning Attorney's former clients that a potential error exists and that they should seek independent counsel.

2. I know sensitive information about the Planning Attorney. The Planning Attorney's former client is asking questions. What information can I give the Planning Attorney's former client?

Again, the answer is based on your relationship with the Planning Attorney and the Planning Attorney's clients. If you are the Planning Attorney's lawyer, you would be limited to disclosing any information that the Planning Attorney wished you to disclose. You would, however, want to make clear to the Planning Attorney's clients that you do not represent them and that they should seek independent

counsel. If the Planning Attorney suffered from a condition of a sensitive nature and did not want you to disclose this information to the client, you could not do so.

3. Since the Planning Attorney is now out of practice, does the Planning Attorney have malpractice coverage?

This depends on each attorney's individual insurance policy.

4. In addition to transferring files and helping to close the Planning Attorney's practice, I want to represent the Planning Attorney's former clients. Am I permitted to do so?

Whether you are permitted to represent the former clients of the Planning Attorney depends on (1) if the clients want you to represent them and (2) who else you represent.

If you are representing the Planning Attorney, you are unable to represent the Planning Attorney's former clients on any matter against the Planning Attorney. This would include representing the Planning Attorney's former client on a malpractice claim, ethics complaint, or fee claim against the Planning Attorney. If you do not represent the Planning Attorney, you are limited by conflicts arising from your other cases and clients. You must check your client list for possible client conflicts before undergoing representation or reviewing confidential information of a former client of the Planning Attorney.

Even if a conflict check reveals that you are permitted to represent the client, you may prefer to refer the case. A referral is advisable if the matter is outside your area of expertise, or if you do not have adequate time or staff to handle the case. In addition, if the Planning Attorney is a friend, bringing a legal malpractice claim or fee claim against him or her may make you vulnerable to the allegation that you didn't zealously advocate on behalf of your new client. To avoid this potential exposure, you should provide the client with names of other attorneys, or refer the client to the Wyoming State Bar Lawyer Referral Service.

5. What procedures should I follow for distributing the funds that are in the trust account?

If your review of the Lawyer Trust Account indicates that there may be conflicting claims to the funds in the trust account, you should initiate a procedure for distributing the existing funds, such as a court directed interpleader.

6. What are the pros and cons of allowing someone to have access to my trust account? How do I make arrangements to give my Surrogate Attorney access?

The most important "pro" of authorizing someone to sign on your trust account is the convenience it provides for your clients. If you suddenly become unable to continue your practice, a Surrogate Attorney is able to transfer money from your trust account to pay appropriate fees, to provide your clients with settlement checks, and to refund unearned fees. If these arrangements are not made, the clients' money must remain in the trust account, until a court allows access. This court order may be through a conservatorship. This delay may leave the clients at a disadvantage, since settlement funds, or unearned fees held in trust, are often needed in order to hire a new lawyer.

On the other hand, the most important "con" of authorizing access is your inability to control the person who has been granted access. Since serving as an authorized signer gives the Surrogate Attorney the ability to write trust account checks, withdraw funds, or close the account, he or she can do so at any time, even if you are not dead, disabled, impaired, or for some other reason unable to conduct your business affairs. It is very important to carefully choose the person you authorize as a signer, and when possible, to continue monitoring your accounts.

If you decide to allow your Surrogate Attorney to be an authorized signer, you must decide if you want to give the Surrogate Attorney (1) access only during a specific time period or when a specific event occurs or (2) access all the time. (See *The Duty To Plan Ahead, Access to the Trust Account* provided in Chapter One of this handbook.)

7. The Planning Attorney wants to authorize me as a trust account signer. Am I permitted to also be the attorney for the Planning Attorney?

No, if there is a conflict of interest. As an authorized signer on the Planning Attorney's trust account, you would have a duty to properly account for the funds belonging to the former clients of the Planning Attorney. This duty could be in conflict with your duty to the Planning Attorney if (1) you were hired to represent him or her on issues related to the closure of his or her law practice and (2) there were errors or defalcations in the trust account. Because of this potential conflict, it is probably best to choose to be an authorized signer OR to represent the Planning Attorney on issues related to the closure of his or her practice, not both. (See #4 above.)

CHAPTER 3

CHECKLISTS

**CHECKLIST FOR LAWYERS PLANNING TO PROTECT CLIENTS'
INTERESTS IN THE EVENT OF THE LAWYER'S DEATH, DISABILITY,
IMPAIRMENT OR INCAPACITY**

1. Use representation agreements that state you have arranged for a Surrogate Attorney to close your practice in the event of death, disability, impairment, or incapacity.
2. Have a thorough and up-to-date office procedure manual that includes information on:
 - a. How to check for a conflict of interest;
 - b. How to use the calendaring system;
 - c. How to generate a list of active client files, including client names, addresses, and phone numbers;
 - d. Where client ledgers are kept;
 - e. How the open/active files are organized;
 - f. How the closed files are organized and assigned numbers;
 - g. Where the closed files are kept and how to access them;
 - h. The office policy on keeping original documents of clients;
 - i. Where original client documents are kept;
 - j. Where the safe deposit box is located and how to access it;
 - k. The bank name, address, account signers, and account numbers for all law office bank accounts;
 - l. The location of all law office bank account records (trust and general);
 - m. Where to find, or who knows about, the computer passwords;
 - n. How to access your voice mail (or answering machine) and the access code numbers; and
 - o. Where the post office or other mail service box is located and how to access it.
3. Make sure all of your file deadlines (including follow-up deadlines) are on your calendaring system.
4. Document your files.
5. Keep your time and billing records up-to-date.
6. Avoid keeping original documents of clients, such as wills and other estate planning documents.
7. Have a written agreement with an attorney who will close your practice (the "Surrogate Attorney") that outlines the responsibilities involved in closing your practice. Determine whether the Surrogate Attorney will also be your personal attorney. Choose a Surrogate Attorney who is sensitive to conflict of interest issues.

8. If your written agreement authorizes the Surrogate Attorney to sign trust or general account checks, follow the procedures required by your local bank. Decide whether you want to authorize access at all times, at specific times, or only upon the happening of a specific event. In some instances, you and the Surrogate Attorney will have to sign bank forms authorizing the Surrogate Attorney to have access to your trust or general account. (See *Duty To Plan Ahead, Access to the Trust Account* in Chapter One.) Choose your Surrogate Attorney wisely - he or she may have access to your clients' funds.
9. Familiarize your Surrogate Attorney with your office systems and keep him or her apprised of office changes.
10. Introduce your Surrogate Attorney to your office staff. Make certain your staff knows where you keep the written agreement and how to contact the Surrogate Attorney if an emergency occurs before or after office hours. If you practice without regular staff, make sure your Surrogate Attorney knows who to contact (the landlord, for example) to gain access to your office.
11. Inform your spouse or closest living relative and the personal representative of your estate of the existence of this agreement and how to contact the Surrogate Attorney.
12. Renew your written agreement with your Surrogate Attorney each year. If you include the name of your Surrogate Attorney in your representation agreement, make sure it is current.
13. Send the name, address, and phone number of the person who will be retaining the closed files to the Wyoming State Bar, P.O. Box 109, Cheyenne, WY 82003.

CHECKLIST FOR CLOSING ANOTHER ATTORNEY'S OFFICE

The term "Affected Attorney" refers to the attorney whose office is being closed.

1. Check the calendar and active files to determine which items are urgent and/or scheduled for hearings, trials, depositions, court appearances, etc.
2. Contact clients for matters that are urgent or immediately scheduled for hearing, court appearances, or discovery, Obtain permission to reset matters. (If making these arrangements constitutes a conflict of interest for you and your clients, retain another attorney to take responsibility for obtaining extensions of time and other immediate needs.)
3. Contact courts and opposing counsel for files that require discovery or court appearances immediately. Obtain resettings of hearings or extensions where necessary. Confirm extensions and resettings in writing.
4. Open and review all unopened mail. Review all mail that is not filed and match it to the appropriate files.
5. Look for an office procedures manual. Determine if there is a way to get a list of clients with active files.
6. Send clients who have active files a letter explaining that the law office is being closed and instructing them to retain a new attorney and/or to pick up the open file. Provide clients with a date by which they should pick up copies of their files. Inform clients that new counsel should be chosen immediately. (See sample *Letter Advising That Lawyer is Unable to Continue in Practice* provided in Chapter Four, p. 33.)
7. For cases before administrative bodies and courts, obtain permission from the clients to submit a Motion and Order to withdraw the Affected Attorney as attorney of record.
8. In cases where the client is obtaining a new attorney, be certain that a Substitution of Attorney is filed.
9. Pick an appropriate date and check to see if a motion and order allowing withdrawal of the Affected Attorney or a Substitution of Attorney has been filed with the court.
10. Return original files and all original documents to clients. Make a copy to retain. All clients should either pick up their files and sign a receipt acknowledging that they received them, or sign an authorization for you to release their files to a new attorney.

11. All clients should be advised where the copies of their closed files will be stored, and whom they should contact in order to retrieve a closed file. Obtain all clients' permission to destroy the files after five years. *See* Wyoming Rule of Professional Conduct 1.15A for specific requirements regarding client file retention. If a closed file is to be stored by another attorney, get the client's permission to allow the attorney to store the file for you and provide the client with the attorney's name, address, and phone number.
12. Send the name, address, and phone number of the person who will be retaining the closed files to the Wyoming State Bar, P.O. Box 109, Cheyenne, WY 82003.
13. If the attorney whose practice is being closed was a sole practitioner, try to arrange for his or her phone number to have a forwarding number. This eliminates the problem created when clients call the Affected Attorney's phone number, get a recording stating that the number is disconnected, and do not know where else to turn for information.
14. Contact the Affected Attorney's malpractice carrier.
15. *(optional)* If you have authorization to handle the Affected Attorney's financial matters, look around the office for checks or funds that have not been deposited. Determine if funds should be deposited or returned to clients. (Some of the funds may be for services already rendered.) Get instructions from clients concerning any funds in their trust accounts. These funds should either be returned to the clients or forwarded to their new attorneys. Prepare a final billing statement showing any outstanding fees due, and/or any money in trust. (To withdraw money from the Affected Attorney's accounts, you will probably need to be an authorized signer on the accounts, you will need a written agreement such as the sample provided in Chapter Three, or you will need a limited power of attorney.) Money from clients for services rendered by the Affected Attorney should go to the Affected Attorney or his/her estate.
16. *(optional)* If you are authorized to do so, handle financial matters, pay business expenses, and liquidate or sell the practice.
17. *(optional)* If your responsibilities include sale of the practice, you may want to advertise in the *Wyoming Lawyer*, and other appropriate places.
18. *(optional)* If your arrangement with the Affected Attorney or estate is that you are to be paid for closing the practice, submit your bill.
19. *(optional)* If your arrangement is to represent the Affected Attorney's clients on their pending cases, obtain each client's consent to represent the client and check for conflicts of interest.

CHECKLIST FOR CLOSING YOUR OWN OFFICE

- Finalize as many active files as possible.
- Write to clients with active files, advising them that you are unable to continue representing them and that they need to retain new counsel. Your letter should inform them about time limitations and time frames important to their cases. The letter should explain how and where they can pick up copies of their files and should give a time deadline for doing this. (See sample *Letter Advising That Lawyer is Closing Office* in Chapter Four, p. 35.)
- For cases that have pending court dates, depositions, or hearings, discuss with the clients how to proceed. Where appropriate, request extensions, continuances, and resetting of hearing dates. Send written confirmations of these extensions, continuances, and resettings to opposing counsel and to your client.
- For cases before administrative bodies and courts, obtain the clients' permission to submit a motion and order to withdraw as attorney of record.
- In cases where the client is obtaining a new attorney, be certain that a Substitution of Attorney is filed.
- Pick an appropriate date and check to see if all cases either have a Motion and Order allowing your withdrawal as attorney of record or have a Substitution of Attorney filed with the court.
- Provide the original files and documents to clients or their new attorneys. Retain copies of the files. All clients should either pick up their files (and sign a receipt acknowledging that they received them) or sign an authorization for you to release the files to their new attorneys. (See sample *Acknowledgment of Receipt of File and Authorization*, in Chapter Four, p. 38.)
- All clients should be told where the copies of their closed files will be stored and whom they should contact in order to retrieve them. Obtain all clients' permission to destroy the files after five years. *See* Wyoming Rule of Professional Conduct 1.15A for specific requirements regarding client file retention. If a closed file is to be stored by another attorney, get the client's permission to allow the attorney to store the file for you and provide the client with the attorney's names, address and phone number.
- Send the name, address and phone number of the person who will be retaining your closed files to the Wyoming State Bar, P.O. Box 109, Cheyenne, WY 82003.
- If you are a sole practitioner, ask the telephone company for a new phone number to be given out when your old phone number is called. This eliminates the problem

created when clients call your phone number, get a recording stating that the number is disconnected, and do not know where else to turn for information.

CHAPTER 4

SAMPLE FORMS

AGREEMENT TO CLOSE LAW PRACTICE - FULL FORM

This Agreement is between _____, hereinafter referred to as "Planning Attorney," and: _____, hereinafter referred to as "Surrogate Attorney."

1. Purpose

The purpose of this agreement is to protect the legal interests of the clients of Planning Attorney in the event Planning Attorney is unable to continue Planning Attorney's law practice due to death, disability, impairment, or incapacity.

2. Parties

The term "Surrogate Attorney" refers to the attorney designated in the caption above or the Surrogate Attorney's alternate. The term "Planning Attorney" refers to the attorney designated in the caption above and the Planning Attorney's representatives, heirs, or assigns.

3. Establishing Death, Disability, Impairment, or Incapacity

In determining whether Planning Attorney is dead, disabled, impaired, or incapacitated, Surrogate Attorney may act upon such evidence as Surrogate Attorney deems reasonably reliable, including, but not limited to, communications with Planning Attorney's family members, representative, or a written opinion of one or more medical doctors duly licensed to practice medicine. Similar evidence or medical opinions may be relied upon to establish that Planning Attorney's disability, impairment, or incapacity has terminated. Surrogate Attorney is relieved from any responsibility and liability for acting in good faith upon such evidence in carrying out the provisions of this Agreement.

4. Consent to Close Practice

Planning Attorney hereby consents to Surrogate Attorney taking all actions necessary to close Planning Attorney's legal practice in the event that Planning Attorney is unable to continue in the private practice of law and Planning Attorney is unable to close Planning Attorney's own practice due to death, disability, impairment, or incapacity. Planning Attorney hereby appoints Surrogate Attorney as attorney-in-fact, with full power to take all actions contemplated by this Agreement as fully and as completely as Planning Attorney could do personally if Planning Attorney were able. It is Planning Attorney's specific intent that this appointment of Surrogate Attorney as attorney-in-fact becomes effective only upon Planning Attorney's death, disability, impairment, or incapacity. The appointment of Surrogate Attorney shall not be invalidated because of Planning Attorney's death, disability, impairment, or incapacity, but instead the appointment shall fully survive such death, disability, impairment, or incapacity and shall be in full force and effect so long as it is necessary or convenient to carry out the terms of this Agreement. In the event of Planning Attorney's death, disability, impairment, or incapacity, Planning Attorney designates Surrogate Attorney as signatory, or in substitution of Planning Attorney's signature, on all of Planning Attorney's law

office accounts with any bank or financial institution, including, but not limited to, checking accounts, savings accounts, and trust accounts. Planning Attorney's consent includes but is not limited to:

- Entering Planning Attorney's office and using the Planning Attorney's equipment and supplies as needed to close Planning Attorney's practice;
- Opening Planning Attorney's mail and processing it;
- Taking possession and control of all property comprising Planning Attorney's law office, including client files and records;
- Examining files and records of Planning Attorney's law practice and obtaining information as to any pending matters that may require attention;
- Notifying clients, potential clients, and others who appear to be clients, that Planning Attorney has given this authorization and that it is in their best interest to obtain other legal counsel;
- Copying Planning Attorney's files;
- Obtaining client consent to transfer files and client property to new attorneys;
- Transferring client files and property to clients or their new attorneys;
- Obtaining client consent to obtain extensions of time and contacting opposing counsel and courts/administrative agencies to obtain extensions of time;
- Applying for extensions of time pending employment of other counsel by the clients;
- Filing notices, motions, and pleadings on behalf of clients where the clients' interests must be immediately protected and other legal counsel has not yet been retained;
- Contacting all appropriate persons and entities who may be affected, and informing them that Planning Attorney has given this authorization;
- Arranging for transfer and storage of closed files;
- Winding down the financial affairs of Planning Attorney's practice, including providing Planning Attorney's clients with a final accounting and statement for services rendered by Surrogate Attorney, return of client funds, collection of fees on Planning Attorney's behalf or on behalf of Planning Attorney's estate, payment of business expenses, and closure of business accounts when appropriate;
- Advertising Planning Attorney's law practice or any of its assets to find a buyer for the practice; and
- Arranging for an appraisal of Planning Attorney's practice for the purpose of selling Planning Attorney's practice.

Planning Attorney's bank or financial institution may rely on the authorizations in the Agreement unless such bank or financial institution has actual knowledge that this Agreement has been terminated or is no longer in effect.

5. Payment For Services

Planning Attorney agrees to pay Surrogate Attorney a reasonable sum for services rendered by Surrogate Attorney while closing the law practice of Planning Attorney. Surrogate Attorney agrees to keep accurate time records for the purpose of determining amounts due for services rendered. Surrogate

Attorney agrees to provide the services specified herein as an independent contractor.

6. Preserving Attorney-Client Privilege

Surrogate Attorney agrees to preserve confidences and secrets of Planning Attorney's clients and their attorney-client privilege and shall only make disclosures of information reasonably necessary to carry out the purpose of this Agreement.

7. Surrogate Attorney is Attorney for Planning Attorney (*delete one of the following paragraphs as appropriate*). Surrogate Attorney is the attorney for Planning Attorney. Surrogate Attorney will protect the attorney-client relationship and follow the Wyoming Rules of Professional Responsibility.

OR:

Surrogate Attorney is not attorney for Planning Attorney

8. Providing Legal Services

Planning Attorney authorizes Surrogate Attorney to provide legal services to Planning Attorney's former clients providing Surrogate Attorney has no conflict of interest and obtains the consent of Planning Attorney's former clients to do so. Surrogate Attorney has the right to enter into an attorney-client relationship with Planning Attorney's former clients and to have clients pay Surrogate Attorney for his or her legal services. Surrogate Attorney agrees to check for conflicts of interest, and when necessary, to refer the clients to another attorney.

9. Informing Wyoming State Bar

Surrogate Attorney agrees to inform the Wyoming State Bar where Planning Attorney's closed files will be stored and the name, address, and phone number of the contact person for retrieving those files.

10. Providing Clients With Accounting

Surrogate Attorney agrees to provide Planning Attorney's former clients with a final accounting and statement for legal services of Planning Attorney based on the Planning Attorney's records. Surrogate Attorney agrees to return client funds to Planning Attorney's former clients and to submit funds collected on behalf of Planning Attorney to Planning Attorney or Planning Attorney's estate representative.

11. Surrogate Attorney Alternate (*delete one of the following paragraphs as appropriate.*)

If Surrogate Attorney is unable or unwilling to act on behalf of Planning Attorney, Planning Attorney appoints a Surrogate Attorney's Alternate. Surrogate Attorney's Alternate is authorized to act on behalf of Planning Attorney pursuant to this Agreement. Surrogate Attorney's Alternate shall

comply with the terms of this Agreement. Surrogate Attorney's Alternate consents to this appointment, as shown by the signature of the Surrogate Attorney's Alternate on this Agreement.

OR:

If Surrogate Attorney is unable or unwilling to act on behalf of Planning Attorney, Surrogate Attorney may appoint an alternate. Surrogate Attorney shall enter into an agreement with any such Surrogate Attorney's Alternate under which Surrogate Attorney's Alternate consents to the terms and provisions of this Agreement.

12. Indemnification

Planning Attorney agrees to indemnify Surrogate Attorney against any claims, loss, or damage arising out of any act or omission by Surrogate Attorney under this agreement, provided the actions or omissions of Surrogate Attorney were made in good faith, were made in a manner reasonably believed to be in Planning Attorney's best interest, and occurred while Surrogate Attorney was assisting Planning Attorney with the closure of Planning Attorney's office. This indemnification agreement does not extend to any acts, errors, or omissions of Surrogate Attorney while rendering or failing to render professional services in Surrogate Attorney's capacity as attorney for the former clients of Planning Attorney. Surrogate Attorney shall be responsible for all acts and omissions of gross negligence and willful misconduct.

13. Option to Purchase Practice

Surrogate Attorney shall have the first option to purchase the practice of Planning Attorney under the terms and conditions specified by Planning Attorney or Planning Attorney's representative in accordance with the Wyoming Rules of Professional Conduct and other applicable law.

14. Arranging to Sell Practice

If Surrogate Attorney opts not to purchase Planning Attorney's practice, Surrogate Attorney will make all reasonable efforts to sell Planning Attorney's practice and will pay Planning Attorney or Planning Attorney's estate all monies received.

15. Termination

This Agreement shall terminate upon: (1) delivery of written notice of termination by Planning Attorney to Surrogate Attorney during any time that Planning Attorney is not under disability, impairment, or incapacity as established under Section 3 of this Agreement; (2) delivery of written notice of termination by Planning Attorney's representative upon a showing of good cause; or (3) delivery of a written notice of termination given by Surrogate Attorney to Planning Attorney, subject to any ethical obligation to continue or complete any matter undertaken by Surrogate Attorney pursuant to this Agreement.

AGREEMENT TO CLOSE LAW PRACTICE - SHORT FORM

This consent is entered into between _____, hereinafter referred to as “Planning Attorney,” and _____, hereinafter referred to as “Surrogate Attorney.”

I, _____, Planning Attorney, authorize _____, Surrogate Attorney and any attorney or agent acting on my behalf, to take all actions necessary to close my legal practice upon my death, disability, impairment, or incapacity. These actions include but are not limited to:

- Entering my office and utilizing my equipment and supplies as needed to close my practice
- Opening and processing my mail;
- Taking possession and control of all property comprising my law office, including client files and records;
- Examining files and records of my law practice and obtaining information about any pending matters that may require attention;
- Notifying clients, potential clients, and others who appear to be clients that I have given this authorization and that it is in their best interest to obtain other legal counsel;
- Copying my files;
- Obtaining client consent to transfer files and client property to new attorneys;
- Transferring client files and property to clients or their new attorneys;
- Obtaining client consent to obtain extensions of time and contacting opposing counsel and courts/administrative agencies to obtain extensions of time;
- Applying for extensions of time pending employment of other counsel by my clients and filing notices, motions, and pleadings on behalf of my clients where their interests must be immediately protected and other legal counsel has not yet been retained;
- Contacting all appropriate persons and entities who may be affected and informing them that I have given this authorization;
- Signing checks on my trust account and providing an accounting to my clients of funds in trust.
- Informing the Wyoming State Bar where closed files will be stored and the name, address, and phone number of the contact person for retrieving the files.

The Planning Attorney's bank or financial institution may rely on the authorizations in this Agreement unless such bank or financial institution has actual knowledge that this Agreement has been terminated or is no longer in effect.

For the purpose of this consent, death, disability, impairment, or incapacity shall be determined by evidence the Surrogate Attorney deems reasonably reliable, including but not limited to communications with my representative or a written opinion of one or more medical doctors duly licensed to practice medicine. Upon such evidence, the Surrogate

Attorney is relieved from any responsibility or liability for acting in good faith in carrying out the provisions of this consent.

The Surrogate Attorney agrees to preserve client confidences and secrets and the attorney-client privilege of my clients and to make disclosure only to the extent reasonably necessary to carry out the purpose of this consent. The Surrogate Attorney is appointed as my agent for purposes of preserving my clients' confidences and secrets, the attorney-client privilege, and the work product privilege. This authorization does not waive any attorney-client privilege.

(Delete one of the following paragraphs as appropriate):

The Surrogate Attorney represents me and acts as my attorney in closing my law practice.

OR

The Surrogate Attorney does not represent me and is not acting as my attorney in closing my law practice.

I appoint the Surrogate Attorney as signatory, or in substitution of my signature, on my lawyer trust account(s) upon my death, disability, impairment, or incapacity.

I understand that the Surrogate Attorney will not process, pay, or in any other way be responsible for payment of my personal or business bills.

I agree to indemnify Surrogate Attorney against any claims, loss, or damage arising out of any act or omission by Surrogate Attorney under this agreement, provided the actions or omissions of Surrogate Attorney were made in good faith, were made in a manner reasonably believed to be in Planning Attorney's best interest, and occurred while Surrogate Attorney was assisting Planning Attorney with the closure of Planning Attorney's office. This indemnification agreement does not extend to any acts, errors, or omissions of Surrogate Attorney while rendering or failing to render professional services in Surrogate Attorney's capacity as attorney for the former clients of Planning Attorney. Surrogate Attorney shall be responsible for all acts and omissions of gross negligence and willful misconduct.

It is Planning Attorney's specific intent that this appointment of Surrogate Attorney as attorney-in-fact shall become effective only upon Planning Attorney's death, disability, impairment, or incapacity. The appointment of Surrogate Attorney shall not be invalidated because of Planning Attorney's death, disability, impairment, or incapacity, but instead the appointment shall fully survive such death, disability, impairment, or incapacity and shall be in full force and effect so long as it is necessary or convenient to carry out the terms of this Agreement.

The Surrogate Attorney may revoke this acceptance at any time and has the power to appoint a new Surrogate attorney in the Surrogate Attorney's place. My authorization and

LETTER OF UNDERSTANDING

TO: _____

I am enclosing a Power of Attorney in which I have named _____ as my attorney-in-fact. You and I have agreed that you will do the following:

1. Upon my written request, you will deliver the Power of Attorney to me or to any person that I designate.
2. You will deliver the Power of Attorney to the person named as my attorney-in-fact (if more than one person is named, you may deliver it to either of them) if you determine, using your best judgment, that I am unable to conduct my business affairs due to disability, impairment, incapacity, illness, or absence. In determining whether to deliver the Power of Attorney, you may use any reasonable means you deem adequate, including consultation with my physician(s) and family members. If you act in good faith, you will not be liable for any acts or omissions on your part in reliance upon your belief.
3. If you incur expenses in assessing whether you should deliver this Power of Attorney, I will compensate you for the expenses incurred.
4. You do not have any duty to check with me from time to time to determine if I am able to conduct my business affairs. I expect that if this occurs, you will be notified by a family member, friend, or colleague of mine.

[Trusted Family Member or Friend/Attorney-in-Fact] Date

[Planning Attorney] Date

WILL PROVISIONS
(Sample - Modify as appropriate)

With respect to my law practice, my personal representative is expressly authorized and directed to carry out the terms of the Agreement to Close Law Practice I have made with Surrogate Attorney on _____, _____ (date); if that Agreement is not in effect, my personal representative is authorized to enter into a similar agreement or agreements with other attorneys as my personal representative, in his or her sole discretion, may determine to be necessary or desirable to protect the interests of my clients and dispose of my practice.

OR

My personal representative is expressly authorized and directed to take such steps as he or she deems necessary or desirable, in my personal representative's sole discretion, to protect the interests of the clients of my law practice and to wind down or dispose of that practice, including but not limited to: sale of the practice, collection of accounts receivable, payment of expenses relating to the practice, and employing an attorney or attorneys to review my files, complete unfinished work, notify my clients of my death and assist them in finding other attorneys, and provide long-term storage of and access to my closed files.

SAMPLE LANGUAGE TO INCLUDE IN REPRESENTATION AGREEMENTS AND ENGAGEMENT LETTERS

My objectives are to provide you with excellent legal services and to protect your interests in the event of my unexpected death, disability, impairment, or incapacity. To accomplish this, I have arranged with another attorney to assist with closing my practice in the event of my death, disability, impairment, or incapacity. In such event, my office staff or the surrogate attorney will contact you and provide you with information about how to proceed.

OR

My goal is to provide you with excellent legal services. I also want to protect your interests in the event of my unexpected death, disability, impairment, or incapacity. In order to accomplish this, I have arranged with another attorney to assist with closing my practice in the event of my death, disability, impairment, or incapacity. In such event, my office staff or the surrogate attorney will contact you and provide you with information about how to proceed.

OR

Attorney may appoint another attorney to assist with the closure of Attorney's law office in the event of Attorney's death, disability, impairment, or incapacity. In such event, Client agrees that the surrogate attorney can review Client's file to protect Client's rights and can assist with the closure of Attorney's law practice.

**LETTER ADVISING THAT LAWYER IS UNABLE
TO CONTINUE IN PRACTICE**
(Sample - Modify as appropriate)

Re: [Name of Case]

Dear [Name]:

Due to ill health, [Affected Attorney] is no longer able to continue practice. You will need to immediately retain the services of another attorney to represent you in your legal matters. We recommend that you retain the services of another attorney immediately so that all of your legal rights can be preserved. I will be serving as Surrogate Attorney for [Affected Attorney] in closing [his/her] practice.

You will need your legal file for use by you and your new attorney. I am enclosing a written authorization for your file to be released directly to your new attorney. You or your new attorney can forward this authorization to us, and we will release the file as instructed. If you prefer, you can come to [address of office or location for file pick-up] and pick up your file so that you can deliver it to your new attorney yourself. Please make arrangements to pick up your file, or have your file transferred to your new attorney, by [date].

Your closed files will be stored in [location]. If you need a closed file, you can contact me at the following address and phone number until [date]:

_____	_____	_____
Name	Address	Phone #

After that time, you can contact [Affected Attorney] for your closed files at the following address and phone number:

_____	_____	_____
Name	Address	Phone #

You will receive a final accounting from [Affected Attorney] in a few weeks. This will include any outstanding balances that you owe to [Affected Attorney], and an accounting of any funds in your client trust account.

On behalf of [Affected Attorney], I would like to thank you for giving [him/her] the opportunity to provide you with legal services. If you have any additional concerns or questions, please feel free to contact me.

Sincerely,

[*Surrogate Attorney*]

[*Firm*]

Enclosure

LETTER ADVISING THAT LAWYER IS CLOSING OFFICE
(Sample - Modify as appropriate)

Re: [Name of case]

Dear [Name]:

As of [date], I will be closing my law practice due to [provide reason, if possible]. I will be unable to continue representing you on your legal matters.

I recommend that you immediately hire another attorney to handle your case for you. You can select any attorney you wish, or I would be happy to provide you with a list of local attorneys who practice in the area of law relevant to your legal needs. Also, the Wyoming State Bar provides a lawyer referral service that can be reached at (307) 632-9061 or online at www.wyomingbar.org.

When you select your new attorney, please provide me with written authority to transfer your file to the new attorney. If you prefer, you may come to our office and pick up a copy of your file, and deliver it to that attorney yourself.

It is imperative that you obtain a new attorney immediately. *[Insert appropriate language regarding time limitations or other critical time lines that client should be aware of.]* Please let me know the name of your new attorney, or pick up a copy of your file by [date].

I [or: *insert name of the attorney who will store files*] will continue to store my copy of your closed file for five years. After that time, I [or, *insert name of other attorney if relevant*] will destroy my copy of the file unless you notify me in writing immediately that you do not want me to follow this procedure.

[If relevant, add: if you object to (insert name of attorney who will be storing files) storing my copy of your closed file, let me know immediately and I will make alternative arrangements.]

If you or your new attorney need a copy of the closed file, please feel free to contact me. I will be happy to provide you with a copy.

Within the next *[fill in number]* weeks I will be providing you with a full accounting of your funds in my trust account and fees you currently owe me.

You will be able to reach me at the address and phone number listed on this letter until [date]. After that time, you or your new attorney can reach me at the following phone number and address:

Name

Address

Phone #

Remember, it is imperative to retain a new attorney immediately. This will be the only way that time limitations applicable to your case will be protected and your other legal rights preserved.

I appreciate the opportunity to provide you with legal services. Please do not hesitate to give me a call if you have any questions or concerns.

Sincerely,

[*Attorney*]

[*Firm*]

LETTER FROM FIRM OFFERING TO CONTINUE REPRESENTATION
(*Sample - Modify as appropriate*)

Re: [Name of Case]

Dear [Name]:

Due to ill health, [Affected Attorney] is no longer able to continue representing you on your case(s). A member of this firm, [name], is available to continue handling your case if you wish [him/her] to do so. You also have the right to select the attorney of your choice to represent you in this matter.

If you wish our firm to continue handling your case, please sign the authorization at the end of this letter and return it to this office.

If you wish to retain another attorney, please give us written authority to release your file directly to your new attorney. If you prefer, you may come to our office and pick up your file and deliver it to your new attorney yourself. We have enclosed these authorizations for your convenience.

Since time deadlines may be involved in your case, it is imperative that you act immediately. Please provide authorization for us to represent you or written authority to transfer your file by [date].

I want to make this transition as simple and easy as possible. Please feel free to contact me with your questions.

Sincerely,

[Surrogate Attorney]

Enclosures

I want a member of the firm of [insert law firm's name] to handle my case in place of [insert Affected Attorney's name].

[Client]

Date

ACKNOWLEDGMENT OF RECEIPT OF FILE

I hereby acknowledge that I have received my original file from the law office of [*name*].

[*Client*]

Date

AUTHORIZATION FOR TRANSFER OF CLIENT FILE

I hereby authorize the law office of [*Firm/Attorney Name*] to deliver my original file to my new attorney at the following address:

[*Client*]

Date

REQUEST FOR FILE

I hereby request that [*Firm/Attorney Name*] provide me with my original file. Please send the file to the following address:

[*Client*]

Date

LAW OFFICE LIST OF CONTACTS

PLANNING ATTORNEY

Social Security Number: _____

Attorney Number: _____ Date of Birth: _____

Federal Employer I.D. #: _____ State Tax I.D. #: _____

Office Address: _____

Office Phone: _____

Home Address: _____

Home Phone: _____

Cell Phone: _____

E-mail Address: _____

SPOUSE

Name: _____

Work Phone: _____

Employer: _____

Cell Phone: _____

E-mail Address: _____

OFFICE MANAGER

Name: _____

Home Address: _____

Home Phone: _____

Cell Phone: _____

E-mail Address: _____

COMPUTER AND TELEPHONE PASSWORDS

(Name of person who knows passwords or location where passwords are stored, such as a safe deposit box.)

Name: _____

Home Address: _____

Home Phone: _____

Cell Phone: _____

E-mail Address: _____

POST OFFICE OR OTHER MAIL SERVICE BOX

Location: _____

Box #: _____

Obtain key from: _____

Address: _____

Cell Phone: _____

E-mail Address: _____

LEGAL ASSISTANT

Name: _____

Home Address: _____

Home Phone: _____

Cell Phone: _____

E-mail Address: _____

BOOKKEEPER

Name: _____

Home Address: _____

Home Phone: _____

Cell Phone: _____

E-mail Address: _____

LANDLORD

Name: _____

Home Address: _____

Home Phone: _____

Cell Phone: _____

E-mail Address: _____

PERSONAL REPRESENTATIVE

Name: _____

Address: _____

Phone: _____

Cell Phone: _____

E-mail Address: _____

ATTORNEY

Name: _____

Address: _____

Phone: _____

Cell Phone: _____

E-mail Address: _____

ACCOUNTANT

Name: _____

Address: _____

Phone: _____

Cell Phone: _____

E-mail Address: _____

ATTORNEY TO HELP WITH PRACTICE CLOSURE

Name: _____

Address: _____

Phone: _____

Cell Phone: _____

E-mail Address: _____

LOCATION OF WILL AND/OR TRUST

Access Will and/or Trust
By Contacting: _____

Address: _____

Phone: _____

Cell Phone: _____

E-mail Address: _____

PROFESSIONAL CORPORATIONS/LLC

Name: _____

Date Formed: _____

Location of Corporate
Minute Book: _____

Location of Corporate
Seal: _____

Location of Corporate
Stock Certificate: _____

Location of Corporate
Tax Returns:

Fiscal Year-End
Date:

Corporate Attorney:

Address:

Phone:

Cell Phone:

E-mail Address:

OFFICE PROPERTY / LIABILITY COVERAGE

Insurer:

Address:

Phone:

Policy #:

Contact:

E-mail Address:

GENERAL LIABILITY COVERAGE

Insurer:

Address:

Phone:

Policy #: _____

Contact: _____

E-mail Address: _____

PROFESSIONAL LIABILITY COVERAGE

Insurer: _____

Address: _____

Phone: _____

Policy #: _____

Contact: _____

E-mail Address: _____

DISABILITY INSURANCE

Insurer: _____

Address: _____

Phone: _____

Policy #: _____

Contact: _____

E-mail Address: _____

HEALTH INSURANCE

Insurer: _____

Address: _____

Phone: _____

Policy #: _____

Contact: _____

E-mail Address: _____

LIFE INSURANCE

Insurer: _____

Address: _____

Phone: _____

Policy #: _____

Contact: _____

E-mail Address: _____

STORAGE LOCKER LOCATION

Storage Company: _____ Locker #: _____

Address: _____

Phone: _____

Obtain key from: _____

Address: _____

Phone: _____

Items Stored: _____

SAFE DEPOSIT BOXES

Institution: _____

Box #: _____

Address: _____

Phone: _____

Obtain key from: _____

Address: _____

Phone: _____

Other Signatory: _____

Address: _____

Phone: _____

Items Stored: _____

LEASES

Item Leased: _____

Lessor: _____

Address: _____

Phone: _____

Expiration date: _____

LAWYER TRUST ACCOUNT

IOLTA: _____

Institution: _____

Address: _____

Phone: _____

Account #: _____

Other Signatory: _____

Address: _____

Phone: _____

GENERAL OPERATING ACCOUNT

Institution: _____

Address: _____

Phone: _____

Account #: _____

Other Signatory: _____

Address: _____

Phone: _____

BUSINESS CREDIT CARDS

Institution: _____

Address: _____

Phone: _____

Account #: _____

Other Signatory: _____

Address: _____

Phone: _____

Institution: _____

Address: _____

Phone: _____

Account #: _____

Other Signatory: _____

Address: _____

Phone:

MAINTENANCE CONTRACTS

Item Covered:

Vendor Name:

Address:

Phone:

Expiration:

Item Covered:

Vendor Name:

Address:

Phone:

Expiration:

ALSO ADMITTED TO PRACTICE IN THE FOLLOWING STATES

State of:

Bar Address:

Phone:

Bar I.D. #:

State of: _____

Bar Address: _____

Phone: _____

Bar I.D. #: _____

State of: _____

Bar Address: _____

Phone: _____

Bar I.D. #: _____