



PLANNING AHEAD: PROTECTING YOUR CLIENTS' INTERESTS IN THE EVENT OF YOUR DISABILITY OR DEATH

RISK MANAGEMENT PRACTICE GUIDES
OF LAWYERS MUTUAL



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In addition, Lawyers Mutual gratefully acknowledges the work done by the New York State Bar Association and the Washington State Bar Association and their generous permission to use their publications as the basis for this handbook.

HOW TO USE THIS GUIDE

This Lawyers Mutual Practice Guide will help you maximize the rewards and minimize the risks of coming to the end of your career. It is designed as a tool to assist attorneys with planning for the closing of their practice and having measures in place in the event of unexpected emergencies.

Here are some suggested uses:

- To instruct attorneys on legal ethics and risk management.
- To develop staff office closing processes.
- To help with staff training.
- To use as curriculum for in-house continuing education.

This Guide offers general information that should benefit most practices. It is not intended as legal advice or opinion, nor does it purport to establish a specific standard of care for your practice.

Every law office is different. Your cases are unique. This Guide suggests ways to bring out the best in your engagements. For more information – or if you have additional questions – please contact Lawyers Mutual's Client Services Team.

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DISCLAIMER: *This document is written for general information only. It presents some considerations that might be helpful in your practice. It is not intended as legal advice or opinion. It is not intended to establish a standard of care for the practice of law. There is no guarantee that following these guidelines will eliminate mistakes. Law offices have different needs and requirements. Individual cases demand individual treatment. Due diligence, reasonableness and discretion are always necessary. Sound risk management is encouraged in all aspects of practice.*

CH. 1: PLANNING FOR THE UNTHINKABLE

We do not like to think about unexpected events that could cause us to abruptly cease practicing law. However, events such as accidents, unexpected illnesses, and untimely death unfortunately do occur. If any of these events were to happen to you, have you made adequate plans to assure that your clients' interests will be protected?

A lawyer has a duty of competent and diligent representation pursuant to the Rules of Professional Conduct. *See* RPC 1.1, et seq. This includes making arrangements that will safeguard the client's interests (including the integrity of any trust moneys, confidentiality of information, and the continuing viability of the client's legal matter) in the event of the lawyer's death, disability, impairment, or incapacity. Comment [5] to Rule 1.3 states:

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 or disability, and determine whether there is a need for immediate action.

This handbook is intended to assist you in planning for an orderly transfer of responsibility for your clients' affairs in the event of a crisis in your life.

In planning the transfer of a client's case, you want to make sure that the client will promptly receive his or her file so the client's rights are not jeopardized and the client can take the file to the new attorney. You must also arrange for any moneys in the client's trust account to be promptly returned.

TERMINOLOGY

- The term "Assisting Attorney" is used throughout this handbook. It refers to the lawyer(s) you have made arrangements with to close down your practice or to handle it while you are incapacitated.
- The term "Authorized Signer" is used to refer to the person you have authorized as a signer on your lawyer trust account.
- The term "Affected Attorney" refers to you, your estate, or your personal representative.

IMPLEMENTING THE PLAN

STEP 1: DESIGNATE AN ASSISTING ATTORNEY AND AUTHORIZED SIGNER

The first step in the planning process is to find an attorney to manage or close your practice in the event of your disability, incapacity, retirement or death. Your arrangement with the Assisting Attorney can be established through a limited power of attorney, a comprehensive agreement with detailed powers, or a short form authorization and consent form to close or manage a law practice.

Not only do you need to have at least one Assisting Attorney, you also need to recruit an Authorized Signer who can sign on your trust account under these circumstances. This should be someone other than the Assisting Attorney to provide for checks and balances, since two people will have access to your records and information. It also avoids the potential for any conflicting fiduciary duties that could arise if the trust account does not balance.

STEP 2: PREPARE THE NECESSARY AUTHORIZATIONS AND INSTRUCTIONS

The arrangements you make for closure of your office, or the temporary takeover of your practice, should include a signed consent form authorizing the Assisting Attorney to contact your clients for instructions on transferring their files, authorization to obtain extensions of time in litigation matters when needed, and authorization to provide all relevant people with notice of closure of your practice.

The agreement should also include provisions that give the Assisting 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.

Your plans can also include instructions as to:

- disposition of closed files;
- disposition of your office furnishings and equipment;
- authorization to draw checks on your office and trust accounts (discussed in greater detail below);
- payment of current liabilities of the office;
- billing fees on open files;
- collecting accounts receivable;
- access to important information (e.g. account numbers, passwords, and usernames); and
- insurance matters.

STEP 3: DISCUSS YOUR PLANS WITH THE APPROPRIATE PARTIES

It is important to inform your family, your designated Assisting Attorney, your nominated executor, and your key office staff of your plans to avoid confusion or delay in the event of your disability, incapacity, or death.

STEP 4: CONSIDER HOW YOUR INCAPACITY WILL BE DETERMINED

If you are incapacitated, you may not be able to give consent to someone to assist you. Have you determined under what circumstances you want someone to assert the right to help you or take over your practice? Who decides that you are incapacitated and what criteria will be used?

One suggested approach is to give the Assisting Attorney and/or the Authorized Signer access during a specific time period or after a specific event and to allow the Assisting Attorney and/or the Authorized Signer to determine whether the contingency has occurred. Another approach is to have someone else (such as a spouse, trusted friend, or family member) keep the applicable documents (such as a limited power of attorney for the Assisting Attorney and/or the Authorized Signer) until he or she determines that the specific event has occurred. A third approach is to provide the Assisting Attorney and/or Authorized Signer with access to records and accounts at all times.

If the authorization will be contingent on an event or for a limited duration, the terms must be specific and the agreement should state how to determine whether the event has taken place. For example, are the Assisting Attorney and/or the Authorized Signer authorized to sign on your accounts only after obtaining a letter from a physician that you are disabled or incapacitated? Is it when the Assisting Attorney and/or the Authorized Signer, based on reasonable belief, says so? Is it for a specific period of time – for example, a period during which you are on vacation? You and the Assisting Attorney and /or the Authorized Signer must review the specific terms and be comfortable with them.

The same issues apply if you choose to have a family member or friend hold a general power of attorney until the events or contingency occurs. All parties need to know what to do and when to do it.

Your plan should also include authorizations to release medical information (required by HIPAA) to the designated person so that he or she can assess your capacity to continue in practice.

STEP 5: DETERMINE THE SCOPE OF YOUR AGREEMENT WITH THE ASSISTING ATTORNEY

It is important at the outset of the planning process to nail down the scope of the Assisting Attorney's duties to you and your clients. If the Assisting Attorney is representing your interests as your attorney, he or she may be prohibited from also representing your clients on some, or possibly all, matters. Under this arrangement, the Assisting Attorney would owe his or her fiduciary obligations to you. For example, the Assisting Attorney could not inform a client of your legal malpractice or ethical violations, unless you consented in writing. However, if the Assisting Attorney is expected to represent your clients, he or she may have an ethical obligation to inform the client of your errors or omissions.

In either event, the Assisting Attorney must be aware of conflict of interest issues and must check for conflicts if he or she (1) is providing legal services to your clients or (2) must review confidential file information to assist in transferring clients' files. In the latter case, the conflicts check must occur before the file review.

STEP 6: DETERMINE HOW THE ASSISTING ATTORNEY WILL BE COMPENSATED

Your plan should include an arrangement for payment by you or your estate to your Assisting Attorney and staff for services rendered on your behalf in closing, temporarily managing until your return, or managing your practice pending its sale. For example, the agreement with your Assisting Attorney may provide for compensation based on an hourly rate, for reimbursement of reasonably necessary expenses, and for billing on a monthly basis.

You also will need to address the funding of this compensation to your Assisting Attorney and support staff. You can direct that payment be made from your office receipts. If you are concerned that your law practice income will be insufficient to defray this expense, you may want to consider disability insurance in an amount sufficient to cover this potential liability. Business Overhead Expense Insurance is a variation on Disability Income Insurance that specifically covers the ongoing expenses of running your office (including non-lawyer staff salaries, rent, equipment leasing, etc.), in the event of your disability.

In the case of death, since your estate will be responsible for payment to the Assisting Attorney, your executor or other personal representative should be notified in advance of any arrangements you may have made with regard to this issue. You may want to consider purchasing an insurance policy naming the estate as beneficiary and specify in your will that the proceeds from the policy be used for this purpose.

STEP 7: CLIENT NOTIFICATION

Once you have made arrangements with an Assisting Attorney and/or Authorized Signer, 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 retainer agreements and engagement letters. This provides clients with information about your arrangements and gives them an opportunity to object. Your client's signature on a retainer agreement provides written authorization for the Assisting Attorney to proceed on the client's behalf, if necessary. See Sample Language to Include Engagement Letter and Fee Agreement (page 33).

STEP 8: OTHER ACTIONS

You can take a number of steps while you are still practicing to make the process of closing your office smooth and inexpensive. These steps include:

- Making sure that your office procedures manual explains how to produce a list of client names and addresses for open files;
- Keeping all deadlines and follow-up dates on your calendaring system;
- Thoroughly documenting client files;
- Keeping your time and billing records up to date;
- Familiarizing your Assisting Attorney and/or Authorized Signer with your office systems;
- Renewing your written agreement with the Assisting Attorney and/or Authorized Signer each year; and
- Periodically communicating with clients for whom wills or other original documents are held by your firm to confirm that addresses are up-to-date and documents are still relevant.

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 someone 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 account until a court orders access. This is likely to cause delay and put your client and you in a difficult position if you are unable to conduct your practice.

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, and you will be held responsible.

If you want the Assisting Attorney and/or the Authorized Signer to have access to your accounts contingent on a specific event or during a particular time period, you have to decide how you are going to document the agreement. 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 Assisting Attorney and/or the Authorized Signer with a document limited to bank business that can be given to the bank. (The bank does not need to know all the terms and conditions of the agreement between you and the Assisting Attorney and/or the Authorized Signer.)

If you choose this approach, be aware that the power of attorney forms provided by the bank are generally unconditional authorizations to sign on your account and may include an agreement to indemnify the bank. Get written 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 accounts, yet when the time comes the bank may not allow the access you intended.

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 bring your practice to a close. He or she must be told about your arrangement with the Assisting Attorney and/or Authorized Signer and about your desire to have the Assisting Attorney and/or Authorized Signer carry out the duties of your agreement. The personal representative can then authorize the Assisting Attorney and/or Authorized Signer 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 management and closure of your law practice can be addressed without delay and attendant harm to clients.

You also should consider a source of funding to compensate your designated Assisting Attorney, office staff, or attorney and staff retained by your executor who will be working during this transition period. Since your practice may be your only probate asset and your operating account may not have sufficient funds for this purpose, you may want to consider an insurance policy as a source of funding to defray this expense. The beneficiary of the policy could be the estate with specific instructions in your will that proceeds be used for this purpose. Alternatively, the beneficiary could be your spouse with instructions on how the money is to be used.

You may want to include language in your will that expressly addresses the handling of your law practice. The appropriate language will depend on the nature of the practice and the arrangements you make ahead of time.

START NOW

We encourage you to immediately select an attorney to assist you, follow the procedures outlined in this handbook, and call Lawyers Mutual if you need assistance.

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

CH. 2: ETHICAL CONSIDERATIONS

If you are an attorney planning to close your office (the Affected Attorney) or if you are an attorney considering helping a friend or colleague close his or her practice (the Assisting Attorney), in the event of death or disability, there are numerous issues to resolve. The first may be drafting the agreement that you should both sign. How you structure your agreement will determine what the Assisting Attorney must do if the Assisting Attorney finds: (1) errors in the files, such as missed time limitations; (2) errors in the Affected Attorney's trust account; or (3) misappropriation of client funds.

Discussing these issues at the beginning of the relationship with your friend or colleague will help to avoid misunderstandings later when the Assisting Attorney interacts with the Affected Attorney's former clients. If these issues are not discussed, the Affected Attorney and the Assisting Attorney may be surprised to find that the Assisting Attorney has an obligation to inform the Affected Attorney's clients about a potential malpractice claim.

The best way to avoid these problems is to have a written agreement with the Assisting Attorney and, when applicable, with the Affected Attorney's former clients. If there is no written agreement clarifying the obligations and relationships, the Affected Attorney may believe that the Assisting Attorney is representing the Affected Attorney's interests. At the same time, the former clients of the Affected Attorney may also believe that the Assisting Attorney is representing their interests. It is important to keep in mind that an attorney-client relationship can be established by the reasonable belief of a would-be client. *See, e.g., Ferguson v. DDP Pharmacy, Inc.*, 174 N.C. App. 532, 537, 621 S.E.2d 323, 327 (2005); *N.C. State Bar v. Sheffield*, 73 N.C. App. 349, 357, 326 S.E.2d 320, 325 (1985).

This section reviews some of these issues and the various arrangements that the Affected Attorney and the Assisting Attorney can make. All of these frequently asked questions, **except #8**, are presented as if the Assisting Attorney is posing the questions.

You should also be aware that a process exists for a court to appoint a trustee to protect the clients of a North Carolina attorney who is "missing, suspended, disbarred, disabled, or deceased." N.C. Gen. Stat. §84-28(j).

1. MUST I NOTIFY THE FORMER CLIENTS OF THE AFFECTED ATTORNEY IF I DISCOVER A POTENTIAL MALPRACTICE CLAIM AGAINST THE AFFECTED ATTORNEY?

The answer is largely determined by the agreement that you have with the Affected Attorney and the Affected Attorney's former clients. If you do not have an attorney-client relationship with the Affected Attorney, and you are the new lawyer for the Affected Attorney's former clients, you must inform your client (the Affected Attorney's former client) of the error, and advise him or her to submit a claim to the professional malpractice insurance carrier of the Affected Attorney, unless the scope of your representation of the client excludes actions against the Affected 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. In fact, as a general rule, always tell the Affected Attorney's former clients that they have the right to seek a second opinion.

If you are the Affected Attorney's lawyer, and not the lawyer for his or her former clients, you should discuss the error with the Affected Attorney and review his or her obligation to inform the client and malpractice insurance carrier of the error. Under these circumstances, you would not be obligated to inform the Affected Attorney's client of the error.

However, you must be careful to avoid making any misrepresentations. *See* RPC 4.1; 8.4(c). This situation could arise if the Affected Attorney refuses to fulfill his or her obligation to inform the client – and also instructs you not to tell the client. Thus, for example, if the Affected Attorney previously told the client a complaint had been filed, but the complaint had not actually been filed, you should not say or do anything that would lead the client to believe the complaint had been filed. In any event, keep in mind that the Affected Attorney's malpractice insurance carrier should be notified as soon as you become aware of any error or omission that may be a potential malpractice claim in order to prevent denial of coverage under the policy due to a "late notice" provision.

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

See Agreement to Close Law Practice - Full Form (page 17) and Consent to Close Office - Short Form (Page 25).

2. I KNOW SENSITIVE INFORMATION ABOUT THE AFFECTED ATTORNEY. THE AFFECTED ATTORNEY'S FORMER CLIENT IS ASKING QUESTIONS. WHAT INFORMATION CAN I GIVE THE AFFECTED ATTORNEY'S FORMER CLIENT?

Again, the answer depends on your relationship with the Affected Attorney and the Affected Attorney's clients. If you are the Affected Attorney's lawyer, you would be limited to disclosing any information that the Affected Attorney authorizes you to disclose. You would, however, want to make clear to the Affected Attorney's clients that you do not represent them and that they should seek independent counsel. If the Affected Attorney suffers from a condition of a sensitive nature and does not want you to disclose this information to the client, you cannot do so.

See Agreement to Close Law Practice - Full Form (page 17) and Consent to Close Office - Short Form (Page 25).

3. BECAUSE THE AFFECTED ATTORNEY IS NO LONGER PRACTICING LAW, DOES THE AFFECTED ATTORNEY HAVE MALPRACTICE COVERAGE?

This depends on the type of coverage the Affected Attorney had. Most malpractice policies provide options to purchase an extended reporting endorsement (often called a tail). These extended reporting endorsements do not provide ongoing coverage for new errors, but allow reporting under the expiring policy for errors that surface after the end of the policy period, if those errors occurred within the extended reporting endorsement timeframe.

4. IN ADDITION TO TRANSFERRING FILES AND HELPING TO CLOSE THE AFFECTED ATTORNEY'S PRACTICE, I WANT TO REPRESENT THE AFFECTED ATTORNEY'S FORMER CLIENTS. AM I PERMITTED TO DO SO?

Whether you are permitted to represent the former clients of the Affected Attorney depends on: (1) whether the clients want you to represent them; and (2) who else you represent.

If you are representing the Affected Attorney, you are unable to represent the Affected Attorney's former clients on any matter in which there would be a conflict of interest with the Affected Attorney. This would include, but not limited to, representing the Affected Attorney's former client on a malpractice claim, ethics complaint, or fee claim against the Affected Attorney.

If you do not represent the Affected Attorney, you are limited, as you would be with any new potential client, by conflicts of interest arising from your other cases and clients. You must check your client list for possible client conflicts before undertaking representation or reviewing confidential information of an Affected Attorney's former client.

Even if a conflict check reveals that you are permitted to represent the client, you might be wise 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, financial resources, or staff to handle the case. In addition, if the Affected 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 did not 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 North Carolina Bar Association's Lawyer Referral Service (1-800-662-7660 or <https://www.ncbar.org/public-pro-bono/lawyer-referral-service/nc-find-a-lawyer>).

5. WHAT PROCEDURES SHOULD I FOLLOW FOR DISTRIBUTING THE FUNDS THAT ARE IN THE AFFECTED ATTORNEY'S TRUST ACCOUNT?

If your review (or the Authorized Signer's review) of the Affected Attorney's trust account indicates that there may be conflicting claims to the funds in the account, you should initiate a procedure for distributing the existing funds, such as a court-directed interpleader pursuant to N.C. Gen. Stat. §1A-1, Rule 22. Or, if there is a clear shortfall in the available funds, you will need to involve the North Carolina State Bar, as discussed below.

6. IF THERE IS AN ETHICAL VIOLATION, MUST I TELL THE AFFECTED ATTORNEY'S FORMER CLIENTS?

The answer depends on the relationships and the circumstances. If the Affected Attorney has violated an ethics rule and you are his or her lawyer, you are not obligated, and in many cases not permitted, to inform the Affected Attorney's former clients of such violations if your knowledge of the misconduct is confidential information of your client, the Affected Attorney. *See* RPC 8.3, cmt. [5] (“The duty to report professional misconduct does not apply to a lawyer retained to represent a lawyer whose professional conduct is in question. Such a situation is governed by the Rules applicable to the client-lawyer relationship.”). However, under the ethics rules, disclosure is mandatory to the extent you reasonably believe necessary to prevent reasonably certain death or substantial bodily harm (RPC 1.6(b)(3)), or when disclosure is necessary to avoid assisting a criminal or fraudulent act by the lawyer who is your client (RPC 1.6(b)(2), (4)).

You may have other responsibilities as well. For example, if you discover that some client funds are not in the Affected Attorney's trust account as they should be, you, as the attorney for the Affected Attorney, should discuss this matter with the Affected Attorney and encourage the Affected Attorney to correct the shortfall. If the Affected Attorney does not correct the shortfall, and you believe the Affected Attorney's conduct violates the disciplinary rules, you should resign. *See* RPC 1.2(d); 4.1, cmt. [3]; 8.4(a); 8.4(c).

If you are the attorney for the Affected Attorney, and the Affected Attorney is deceased, you should contact the personal representative of the estate. If the Affected Attorney is alive but unable to function, you (or the Authorized Signer) may have to disburse the amounts that are available and inform the Affected Attorney's former clients that they have the right to seek legal advice.

If you are the Affected Attorney's lawyer, you should make certain that former clients of the Affected Attorney do not perceive you as their attorney. **This may include informing them in writing that you do not represent them.**

If you are not the attorney for the Affected Attorney, and you are not representing any of the former clients of the Affected Attorney, you may still have a fiduciary obligation (as an Authorized Signer on the trust account) to notify the clients of a shortfall in the trust account. You should also report any notice of a potential claim to the Affected Attorney's malpractice insurance carrier in order to preserve coverage under the Affected Attorney's malpractice insurance policy.

If you are the attorney for a former client of the Affected Attorney, you have an obligation as a fiduciary to inform the client of ethical violations by the Affected Attorney that are relevant to that client's interests. *See* RPC 1.4. If you are a friend of the Affected Attorney, this is a particularly important issue.

You may wish to limit, *in advance*, the scope of your representation by informing your clients (the former clients of the Affected Attorney) that you do not intend to inform them about ethics violations, or potential ethics violations, of the Affected Attorney. A limited representation must be reasonable under the circumstances, and the clients must give informed consent, preferably in writing. RPC 1.2(c). It is recommended that you also advise the client, in writing, to seek independent representation on these issues. Nevertheless, there may be situations in which such a limitation will not be reasonable and you will be obligated ethically and legally to inform your clients of an Affected Attorney's ethical violation, notwithstanding the agreement limiting the representation.

See Agreement to Close Law Practice - Full Form (page 17) and Consent to Close Office - Short Form (Page 25).

7. IF THE AFFECTED ATTORNEY STOLE CLIENT FUNDS, DO I HAVE EXPOSURE TO PROFESSIONAL DISCIPLINE AGAINST ME?

You will not be disciplined for stealing the money unless: (1) in some way you aided or abetted the Affected Attorney in the unethical conduct (RPC 8.4(a)), or (2) the Affected Attorney was your client and you counseled or assisted him or her in such criminal or fraudulent conduct (RPC 1.2(d)). Whether you have an obligation to inform the Affected Attorney's former clients of the defalcation depends on your relationship with the Affected Attorney and with the Affected Attorney's former clients. (See #6 above.)

If you are the new attorney for a former client of the Affected Attorney, and you fail to advise the client of the Affected Attorney's ethical violations, you may be exposed to the allegation that you have violated your ethical responsibilities to your new client.

8. QUESTION POSED BY THE AFFECTED ATTORNEY: WHAT ARE THE PROS AND CONS OF ALLOWING SOMEONE TO HAVE ACCESS TO MY TRUST ACCOUNT? HOW DO I MAKE ARRANGEMENTS TO GIVE MY AUTHORIZED SIGNER 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 unavailable or unable to continue your practice, an Authorized Signer is able to transfer money from your trust account to pay appropriate fees, disbursements, and costs, 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 delay may leave your clients at a disadvantage, since settlement funds or unearned fees held in trust may be needed 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. An Authorized Signer with unconditional access has the ability to write trust account checks, withdraw funds, or close the account 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 have an Authorized Signer, you must decide if you want to give: (a) access only during a specific time period or when a specific event occurs (e.g., incapacity), or (b) access all the time.

9. THE AFFECTED ATTORNEY WANTS TO AUTHORIZE ME AS A TRUST ACCOUNT SIGNER. AM ALSO I PERMITTED TO BE THE ATTORNEY FOR THE AFFECTED ATTORNEY?

Not if there is a conflict of interest. As an Authorized Signer on the Affected Attorney's trust account, you would have a duty to properly account for the funds belonging to the Affected Attorney's former clients. This duty could conflict with your duty to the Affected Attorney if: (a) you were hired to represent him or her on issues related to the closure of his or her law practice, and (b) there were defalcations in the trust account. Because of this potential conflict of interest, it is probably best EITHER to choose to be an Authorized Signer OR to represent the Affected Attorney on issues related to the closure of his or her practice, but not both. (See #4 above.)

CH. 3 CHECKLISTS

CHECKLIST FOR CREATING AN ADVANCE EXIT PLAN

These matters need to be attended to by a responsible attorney planning for death, disability, impairment or incapacity.

1. Use engagement letters or retainer agreements that state you have arranged for an Assisting 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 client documents;
 - 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 and the access code numbers; and
 - o. Where the post office or other mail service box is located and how to access it.

See Law Office List of Contacts (page 41).

3. Make sure all your file deadlines (including follow-up deadlines) are calendared.

4. Document your files.

5. Keep your time and billing records up-to-date.

6. Have a written agreement with an attorney who will close your practice (the “Assisting Attorney”) that outlines the responsibilities involved in closing your practice. Determine whether the Assisting Attorney will also be your personal attorney. Choose an Assisting Attorney who is sensitive to conflict-of-interest issues. See Agreement to Close Law Practice - Full Form (page 17) and Consent to Close Office - Short Form (Page 25).

7. If your written agreement authorizes the Assisting Attorney to sign 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 on the happening of a specific event. In some instances, you and the Assisting Attorney will have to sign bank forms authorizing the Assisting Attorney to have access to your general account.
8. If your written agreement provides for an Authorized Signer for your trust 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 on the happening of a specific event. In most instances, you and the Authorized Signer will have to sign bank forms providing for access to your trust account. Choose your Authorized Signer wisely; he or she will have access to your clients' funds.
9. Familiarize your Assisting Attorney with your office systems and keep him or her apprised of office changes. See Law Office List of Contacts (page 41).
10. Introduce your Assisting Attorney and/or Authorized Signer to your office staff. Make certain your staff knows where you keep the written agreement and how to contact the Assisting Attorney and/or Authorized Signer if an emergency occurs before or after office hours. If you practice without regular staff, make sure your Assisting Attorney and/or Authorized Signer knows whom to contact (the landlord, for example) to gain access to your office. See Law Office List of Contacts (page 41).
11. Inform your spouse or closest living relative and the personal representative of your estate of the existence of the agreement and how to contact the Assisting Attorney and/or Authorized Signer. See Notice of Designated Assisting Attorney (page 31) and Will Provisions (page 32).
12. Renew your written agreement with your Assisting Attorney and/or Authorized Signer annually. See Agreement to Close Law Practice - Full Form (page 17) and Consent to Close Office - Short Form (Page 25).
13. Review your engagement letters and retainer agreement each year to make sure that the name of your Assisting Attorney is current. See Sample Language to Include in Engagement Letter and Fee Agreement (page 33).
14. Fill out the Law Office List of Contacts practice aid provided in this handbook (page 41). Make sure your Assisting Attorney has a copy.

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, and so on.
2. Contact clients for matters that are urgent or immediately scheduled for hearing, court appearances, or discovery. Obtain permission to obtain a continuance. (If making these arrangements poses 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 immediately for files that require discovery or court appearances. Obtain continuances of hearings or extensions when necessary. Confirm extensions 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 procedure manual. Determine whether anyone has access to 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 (page 34).
7. For cases before administrative bodies and courts, obtain the clients' permission to submit a motion and order to withdraw the Affected Attorney as attorney of record.
8. If 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 all cases have either a motion and order allowing withdrawal of the Affected Attorney or a Substitution of Attorney filed with the court.
10. Make copies of files for clients. Retain the Affected Attorney's original files. All clients should either pick up a copy of their files (and sign a receipt acknowledging that they received it) or sign an authorization for you to release a copy to a new attorney. If there are original documents in the file that the client needs, return the original documents to the client and keep copies for the Affected Attorney's file.
11. Tell all clients where their closed files will be stored and whom they should contact to retrieve them.

12. If the Affected Attorney is a sole practitioner, determine whether the firm needs to maintain the telephone number for a period of time with a recording that gives information regarding the closure and client files.
13. Consider setting up a static web page on the Affected Attorney's website with information on the closure of the firm and where client files are being stored.
14. Contact the Affected Attorney's malpractice insurance carrier about extended reporting coverage.
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 samples provided on page 17 and page 25, or you will need a limited power of attorney. If this has not been done and is not obtainable from the Affected Attorney due to death, disability, impairment, or incapacity, you may have to request that the North Carolina State Bar petition the court to take jurisdiction over the practice and the accounts pursuant to N.C. Gen. Stat. § 84-28(j). If the Affected Attorney is deceased, another alternative is to petition the court to appoint a personal representative under the probate statutes.) 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 arrangement with the Affected Attorney or estate is that you are to be paid for closing the practice, submit your bill.
18. *(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

1. Finalize as many active files as possible.
2. 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 Unable to Continue in Practice (page 34).
3. For cases with 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 resets to opposing counsel and to your client.
4. For cases before administrative bodies and courts, obtain the clients' permission to submit a motion and order to withdraw as attorney of record. Review RPC 1.16.
5. In cases where the client is obtaining a new attorney, be certain that a Substitution of Attorney is filed.
6. 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.
7. Make copies of files for clients. Retain your original files. All clients should either pick up a copy of their files (and sign a receipt acknowledging that they received it) or sign an authorization for you to release a copy to a new attorney. See sample Acknowledgement of Receipt of File (page 37) and Authorization for Transfer of Client File (page 38). If there are original documents in the file that the client needs, return the original documents to the client and keep copies in your file.
8. Tell all clients where their closed files will be stored and whom they should contact in order to retrieve them. Review RPC 209 and Lawyers Mutual's "[File Management: Retention and Destruction](#)" handout, which summarizes State Bar rules and regulations and provides best practice recommendations.
9. If you are a sole practitioner, consider maintaining the firm's telephone number for a period of time with a recording that gives information regarding the closure and client files.
10. Consider setting up a static web page on your website with information on the closure of the firm and where client files are being stored.

CH. 4 FORMS

AGREEMENT TO CLOSE LAW PRACTICE – FULL FORM

(Sample — Modify as appropriate)

The sample *Agreement to Close Law Practice – Full Form* provided on the next page gives the Assisting Attorney the power to determine if you are disabled, impaired, or incapacitated and provides the Assisting Attorney with authority under the designated circumstances to sign on your bank accounts (except your trust account) and to close your law practice. The agreement gives an Authorized Signer authority to sign on your trust accounts. The agreement also enumerates powers such as termination and payment for services.

If you do not want the Assisting Attorney to be the person who determines if you are disabled, incapacitated, or impaired, you will need to modify this agreement. For a discussion of alternatives, see Chapter 1 of this handbook.

AGREEMENT TO CLOSE LAW PRACTICE

Between: _____, hereinafter referred to as “Affected Attorney,” and:
_____, hereinafter referred to as “Assisting Attorney,” and:
_____, hereinafter referred to as “Authorized Signer.”

1. Purpose.

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

2. Parties.

The term Assisting Attorney refers to the attorney designated in the caption above or the Assisting Attorney’s alternate. The term Affected Attorney refers to the attorney designated in the caption above and the Affected Attorney’s representatives, heirs, or assigns. The term Authorized Signer refers to the person designated to sign on Affected Attorney’s trust account and to provide an accounting of the funds belonging to Affected Attorney’s clients.

3. Establishing Death, Disability, Impairment, or Incapacity.

In determining whether Affected Attorney is dead, disabled, impaired, or incapacitated, Assisting Attorney may act upon such evidence as Assisting Attorney shall deem reasonably reliable, including, but not limited to, communications with Affected 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 Affected Attorney’s disability, impairment, or incapacity has terminated. Assisting 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.

Affected Attorney hereby gives consent to Assisting Attorney to take all actions necessary to close Affected Attorney’s legal practice in the event that Affected Attorney is unable to continue in the private practice of law and Affected Attorney is unable to close Affected Attorney’s own practice due to death, disability, impairment, or incapacity. Affected Attorney hereby appoints Assisting Attorney as attorney-in-fact, with full power to do and accomplish all of the actions contemplated by this Agreement as fully and as completely as Affected Attorney could do personally if Affected Attorney were able. It is Affected Attorney’s specific intent that this appointment of Assisting Attorney as attorney-in-fact shall become effective only upon Affected Attorney’s death, disability, impairment, or incapacity. The appointment of Assisting Attorney shall not be invalidated because of Affected 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 Affected Attorney’s death, disability, impairment, or incapacity, Affected Attorney designates Assisting Attorney as signator, or in substitution of Affected Attorney’s

signature, on all of Affected Attorney's law office accounts with any bank or financial institution, including, but not limited to, checking accounts, savings accounts, and trust accounts. Affected Attorney's consent includes but is not limited to:

- Entering Affected Attorney's office and using Affected Attorney's equipment and supplies as needed to close Affected Attorney's practice;
- Opening Affected Attorney's mail and processing it;
- Taking possession and control of all property comprising Affected Attorney's law office, including client files and records;
- Examining files and records of Affected 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 Affected Attorney has given this authorization and that it is in their best interest to obtain other legal counsel;
- Copying Affected 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 Affected Attorney has given this authorization;
- Arranging for transfer and storage of closed files;
- Winding down the financial affairs of Affected Attorney's practice, including providing Affected Attorney's clients with a final accounting and statement for services rendered by Assisting Attorney, return of client funds, collection of fees on Affected Attorney's behalf or on behalf of Affected Attorney's estate, payment of business expenses, and closure of business accounts when appropriate;
- Advertising Affected Attorney's law practice or any of its assets to find a buyer for the practice; and
- Arranging for an appraisal of Affected Attorney's practice for the purpose of selling Affected Attorney's practice.

Affected Attorney authorizes the Authorized Signer to sign on Affected Attorney's lawyer trust account(s).

Assisting Attorney and Authorized Signer will not be responsible for processing or payment of Affected Attorney's personal expenses.

Affected 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.**

Affected Attorney agrees to pay Assisting Attorney and Authorized Signer a reasonable sum for services rendered by Assisting Attorney and Authorized Signer while closing the law practice of Affected Attorney. Assisting Attorney and Authorized Signer agree to keep accurate time records for the purpose of determining amounts due for services rendered. Assisting Attorney and Authorized Signer agree to provide the services specified herein as independent contractors.

6. **Preserving Attorney-Client Privilege.**

Assisting Attorney and Authorized Signer agree to preserve confidences and secrets of Affected 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. **Assisting Attorney is Attorney for Affected Attorney.** (Delete one of the following paragraphs as appropriate.)

Assisting Attorney is the attorney for Affected Attorney. Assisting Attorney will protect the attorney-client relationship and follow the North Carolina Rules of Professional Conduct. (**Optional:** Assisting Attorney has permission to inform Affected Attorney's professional liability insurance carrier of errors or potential errors of Affected Attorney, may inform Affected Attorney's former clients of any errors or potential errors, and instruct them to obtain independent legal advice. Assisting Attorney also has permission to inform Affected Attorney's former clients of any ethics violations committed by Affected Attorney.)

OR:

Assisting Attorney is Not Attorney for Affected Attorney.

Assisting Attorney is not the attorney for Affected Attorney. (**Optional:** Assisting Attorney has permission to inform Affected Attorney's professional liability insurance carrier of errors or potential errors of Affected Attorney, may inform Affected Attorney's former clients of any errors or potential errors, and instruct them to obtain independent legal advice. Assisting Attorney also has permission to inform Affected Attorney's former clients of any ethics violations committed by Affected Attorney.)

8. **Authorized Signer is Not Attorney for Affected Attorney.**

While fulfilling the terms of this Agreement, Authorized Signer is not the attorney for Affected Attorney. Authorized Signer has permission to inform Affected Attorney's present and former clients of any misappropriations in Affected Attorney's trust account and instruct them to obtain independent legal advice or to contact the North Carolina State Bar Client Security Fund.

9. **Providing Legal Services.**

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

10. Informing the North Carolina State Bar.

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

11. Providing Clients with Accounting.

Authorized Signer and/or Assisting Attorney agree[s] to provide Affected Attorney's clients with a final accounting and statement for legal services of Affected Attorney based on the Affected Attorney's records. Authorized Signer agrees to return client funds to Affected Attorney's former clients and to submit funds collected on behalf of Affected Attorney to Affected Attorney or Affected Attorney's estate representative.

12. Assisting Attorney Alternate. (Delete one of the following paragraphs as appropriate.)

If Assisting Attorney is unable or unwilling to act on behalf of Affected Attorney, Affected Attorney appoints _____ as Assisting Attorney's Alternate (hereinafter "Assisting Attorney's Alternate"). Assisting Attorney's Alternate is authorized to act on behalf of Affected Attorney pursuant to this Agreement. Assisting Attorney's Alternate shall comply with the terms of this Agreement. Assisting Attorney's Alternate consents to this appointment, as shown by the signature of the Assisting Attorney's Alternate on this Agreement.

OR:

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

13. Authorized Signer's Alternate. (Delete one of the following paragraphs as appropriate.)

If Authorized Signer is unable or unwilling to act on behalf of Affected Attorney, Affected Attorney appoints _____ as Authorized Signer's Alternate (hereinafter "Authorized Signer's Alternate"). Authorized Signer's Alternate is authorized to act on behalf of Affected Attorney pursuant to this Agreement. Authorized Signer's Alternate shall comply with the terms of this Agreement. Authorized Signer's Alternate consents to this appointment, as shown by the signature of the Authorized Signer's Alternate on this Agreement.

OR:

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

14. Indemnification.

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

15. Option to Purchase Practice.

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

16. Arranging to Sell Practice.

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

17. Termination.

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

If Assisting Attorney and/or Authorized Signer or their respective Alternates for any reason terminate this agreement, or are terminated, Assisting Attorney and/or Authorized Signer or their respective Alternates shall (1) provide a full and accurate accounting of financial activities undertaken on Affected Attorney's behalf within 30 days of termination or resignation and (2) provide Affected Attorney with Affected Attorney's files, records, and funds.

[Affected Attorney]

[Date]

STATE OF NORTH CAROLINA

County of _____

I, _____, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____ in the year of _____.

NOTARY PUBLIC

My commission expires: _____

[Assisting Attorney]

[Date]

STATE OF NORTH CAROLINA

County of _____

I, _____, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of ____ in the year of _____.

NOTARY PUBLIC

My commission expires: _____

[Assisting Attorney's Alternate]

[Date]

STATE OF NORTH CAROLINA

County of _____

I, _____, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of ____ in the year of _____.

NOTARY PUBLIC

My commission expires: _____

[Authorized Signer]

[Date]

STATE OF NORTH CAROLINA

County of _____

I, _____, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of ____ in the year of _____.

NOTARY PUBLIC
My commission expires: _____

[Authorized Signer's Alternate]

[Date]

STATE OF NORTH CAROLINA

County of _____

I, _____, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of ____ in the year of _____.

NOTARY PUBLIC
My commission expires: _____

CONSENT TO CLOSE OFFICE — SHORT FORM

(Sample — Modify as appropriate)

The sample *Consent to Close Office –Short Form* provided on the next page includes authorization for the Assisting Attorney to sign on your business bank accounts (except the lawyer trust accounts) and to close your law practice. It authorizes the Authorized Signer to sign on your trust account. It does not include a provision for payment to the Assisting Attorney, a description of termination powers, consent to represent the Planning Attorney’s clients, or other provisions included in the sample *Agreement to Close Law Practice –Full Form* (4.1).

CONSENT TO CLOSE OFFICE

Between: _____, hereinafter referred to as “Affected Attorney,” and:
_____, hereinafter referred to as “Assisting Attorney,” and:
_____, hereinafter referred to as “Authorized Signer.”

I, (*insert name of Affected Attorney*), authorize (*insert name of Assisting Attorney*), Assisting Attorney, and any attorney or agent acting on my behalf, to take all actions necessary to close my law practice upon my death, disability, impairment, or incapacity. These actions include, but are not limited to:

- Entering my office and using 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 client 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 the 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;
- Filing notices, motions and pleadings on behalf of my clients when their interest much 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;
- Winding down the business affairs of my practice, including paying business expenses and collecting fees;
- Informing the North Carolina State Bar where closed files will be stored and the name, address, and phone number of the contact person for retrieving the files; and
- Contacting the Affected Attorney’s professional liability insurance carrier concerning claims and potential claims.

I authorize (*insert name of Authorized Signer*), Authorized Signer, to sign checks on my trust accounts and provide an accounting to my clients of funds in trust.

My bank or financial institution may rely on the authorizations in this Consent, unless such bank or financial institution has actual knowledge that this Consent has been terminated or in no longer in effect.

For the purposes of this Consent, my death, disability, impairment, or incapacity shall be determined by evidence the Assisting Attorney deems reasonably reliable, including but not limited to, communications with my family members or representative or a written opinion of one or more medical doctors duly licensed to practice medicine. Upon such evidence, the Assisting Attorney is relieved from any responsibility or liability for acting in good faith in carrying out the provisions of this Consent.

Assisting Attorney and Authorized Signer agree 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. Assisting Attorney and Authorized Signer are appointed as my agents 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:)

Assisting Attorney represents me and acts as my attorney in closing my law practice. Assisting Attorney has permission to inform the Affected Attorney's professional liability insurance carrier of my errors or potential errors. Assisting Attorney has permission to inform my clients of any errors or potential errors and to instruct them to obtain independent legal advice. Assisting Attorney also has permission to inform my clients of any ethics violations committed by me.

OR:

Assisting Attorney does not represent me and is not acting as my attorney in closing my law practice. While fulfilling the obligations of this Consent, Assisting Attorney has permission to inform the Affected Attorney's professional liability insurance carrier of my errors or potential errors. Assisting Attorney may inform my clients of any errors or potential errors and instruct them to obtain independent legal advice. Assisting Attorney also has permission to inform my clients of any ethics violations committed by me.

Authorized Signer is not my attorney. Authorized Signer may inform my clients of any misappropriations in my trust account and instruct them to obtain independent legal advice or contact the North Carolina State Bar Client Security Fund.

I, Affected Attorney, appoint Authorized signer as signator, in substitution of my signature, on my lawyer trust account(s) upon my death, disability, impairment, or incapacity.

I understand that neither Authorized Signer nor Assisting Attorney will process, pay, or in any other way be responsible for payment of my personal bills.

I agree to indemnify Assisting Attorney and Authorized Signer against any claims, loss, or damage arising out of any act or omission by Assisting Attorney and Authorized Signer under this Consent, provided the actions or omissions of Assisting Attorney and Authorized Signer were in good faith and in a manner reasonably believed to be in my best interest. Assisting Attorney and Authorized Signer shall be responsible for all acts and omissions of gross negligence and willful misconduct.

Assisting Attorney and/or Authorized Signer may revoke this acceptance at any time, and each has the power to appoint a new assisting attorney or authorized signer in Assisting Attorney's and/or Authorized Signer's place. My authorization and consent to allow Assisting Attorney and Authorized Signer to perform these and other services necessary for the closure

of my law office do not require Assisting Attorney and/or Authorized Signer to perform these services. If Assisting Attorney and/or Authorized Signer revokes this acceptance, Assisting Attorney and or Authorized Signer must promptly notify me.

[Affected Attorney]

[Date]

STATE OF NORTH CAROLINA

County of _____

I, _____, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____ in the year of _____.

NOTARY PUBLIC

My commission expires: _____

[Assisting Attorney]

[Date]

STATE OF NORTH CAROLINA

County of _____

I, _____, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____ in the year of _____.

NOTARY PUBLIC

My commission expires: _____

[Authorized Signer]

[Date]

STATE OF NORTH CAROLINA

County of _____

I, _____, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____ in the year of _____.

NOTARY PUBLIC

My commission expires: _____

POWER OF ATTORNEY – LIMITED

I, _____, do hereby appoint _____ as my agent and attorney-in-fact for the limited purpose of conducting all transactions and taking any actions that I might do with respect to my bank account(s) and safe deposit box(es). I do further authorize my banking institutions to transact my account(s) as directed by my attorney-in-fact and to afford the attorney-in-fact all rights and privileges that I would otherwise have with respect to my account(s) and safe deposit box(es). Specifically, I am authorizing my attorney-in-fact to sign my name on checks, notes, drafts, orders, or instruments for deposit; withdraw or transfer money to or from my account(s); make electronic fund transfers; receive statements and notices on the account(s); and do anything with respect to the account(s) that I would be able to do. I am also authorizing my attorney-in-fact to enter and open my safe deposit box(es), place property in the box(es), remove property from the box(es), and otherwise do anything with the box(es) that I would be able to do, even if my attorney-in-fact has no legal interest in the property in the box(es).

This Power of Attorney will continue until the banking institution receives my written revocation of this Power of Attorney or written instructions from my attorney-in-fact to stop honoring the signature of my attorney-in-fact.

This Power of Attorney shall not be affected by my subsequent disability or incapacity.

[Account Holder]

[Date]

STATE OF NORTH CAROLINA

County of _____

I, _____, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____ in the year of _____.

NOTARY PUBLIC

My commission expires: _____

NOTICE OF DESIGNATED ASSISTING ATTORNEY

I, _____, have authorized the following attorneys to assist with the closure of my practice in the event of my death, disability, impairment or incapacity:

Name of Authorized Assisting Attorney: _____

Address: _____

Phone Number: _____

Name of Assisting Attorney's Alternate: _____

Address: _____

Phone Number: _____

[Affected Attorney]

[Date]

[Assisting Attorney]

[Date]

[Alternate Assisting Attorney]

[Date]

MAIL THIS FORM TO:

Lawyers Mutual Liability Insurance Company of North Carolina
Attn: HELP Team
PO Box 1929
Cary, NC 27512-1929

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 dated _____; if that Agreement is not in effect, my personal representative is authorized to enter into a similar agreement with another attorney that 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, selling that practice, collecting accounts receivable, paying expenses relating to the practice, providing trust accounting and issuing unused trust balances owing to my clients, employing an attorney or attorneys to review my files, completing unfinished work, notifying my clients of my death and assisting them in finding other attorneys, and returning closed files to my clients and/or providing access to my closed files.

SAMPLE LANGUAGE TO INCLUDE IN ENGAGEMENT LETTER AND FEE AGREEMENT

(Sample — Modify as appropriate)

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 assisting attorney will contact you and provide you with information about how to proceed.

[NOTE: Additional information regarding engagement letters, including sample letters for various fee arrangements and practice areas, can be found in Lawyers Mutual's [Attorney-Client Agreements Toolkit](#) and [Attorney-Client Relationships](#) handout.]

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 retain the services of another attorney to represent you in your legal matters. I will be assisting [Affected Attorney] in closing [his/her] practice. We recommend that you retain the services of another attorney immediately so that all your legal rights can be preserved.

You will need a copy of 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 a copy of 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]. It is imperative that you act promptly so that all your legal rights will be preserved.

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,

[Assisting Attorney]

[Firm]

Enclosure

LETTER ADVISING THAT LAWYER IS CLOSING HIS/HER 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. In addition, the North Carolina Bar Association provides a Lawyer Referral Service that can be reached at 1-800-662-7660 or <https://www.ncbar.org/public-pro-bono/lawyer-referral-service/nc-find-a-lawyer>.

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 6 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 have provided 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 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 a copy of 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,

[Assisting 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 a copy of my file from the law office of *[Firm/Attorney Name]*. I also acknowledge that no further action will be taken by *[Firm/Attorney Name]* on my legal matter.

[Client]

[Date]

AUTHORIZATION FOR TRANSFER OF CLIENT FILE

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

I also hereby acknowledge that no further action will be taken by *[Firm/Attorney Name]* on my legal matter.

[Client]

[Date]

REQUEST FOR FILE

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

[Client]

[Date]

LAW OFFICE LIST OF CONTACTS

ATTORNEY NAME: _____

NC State Bar #: _____ Federal Employer ID #: _____ State Tax ID#: _____

Date of Birth: _____

Office Address: _____

Office Phone: _____

Home Address: _____

Home Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

SPOUSE:

Name: _____

Work Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

Employer: _____

OFFICE MANAGER:

Name: _____

Home Address: _____

Home Phone: _____

Cell Phone: _____

Fax: _____

Email 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: _____

Fax: _____

Email Address: _____

POST OFFICE OR OTHER MAIL SERVICE BOX:

Location: _____

Box No.: _____

Obtain Key From: _____

Address: _____

Phone: _____

Other Signatory: _____

Address: _____

Phone: _____

SECRETARY/ADMINISTRATIVE ASSISTANT:

Name: _____

Home Address: _____

Home Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

BOOKKEEPER:

Name: _____
Home Address: _____

Home Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____

LANDLORD:

Name: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Location of Office Lease: _____

Lease Expiration Date: _____

PERSONAL REPRESENTATIVE:

Name: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____

ATTORNEY:

Name: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____

ACCOUNTANT:

Name: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____

ATTORNEYS TO HELP WITH PRACTICE CLOSURE:

First Choice: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____

Second Choice: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____

Third Choice: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____

LOCATION OF WILL AND/OR TRUST:

Access Will and/or
Trust by Contacting: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____

PROFESSIONAL CORPORATIONS:

Corporate Name: _____
Date Incorporated: _____
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: _____
Fax: _____
Email Address: _____

PROCESS SERVICE COMPANY:

Name: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____

OFFICE-SHARER OR "OF COUNSEL":

Name: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____

Name: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____

OFFICE PROPERTY/LIABILITY COVERAGE:

Insurer: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Policy No.: _____
Contact Person: _____

GENERAL LIABILITY COVERAGE:

Insurer: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Policy No.: _____
Contact Person: _____

LEGAL MALPRACTICE-PRIMARY COVERAGE:

Provider: Lawyers Mutual
Address: P.O. Box 1929
Cary, NC 27512
Phone: 800-662-8843
Email: _____
Policy No.: _____

LEGAL MALPRACTICE-EXCESS COVERAGE:

Insurer: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Policy No.: _____
Contact Person: _____

VALUABLE PAPERS COVERAGE:

Insurer: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Policy No.: _____
Contact Person: _____

OFFICE OVERHEAD/DISABILITY INSURANCE:

Insurer: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Policy No.: _____
Contact Person: _____

HEALTH INSURANCE:

Insurer Name: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Policy No.: _____
Persons Covered: _____
Contact Person: _____

DISABILITY INSURANCE:

Insurer Name: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Policy No.: _____
Contact Person: _____

RETIREMENT FUND INFORMATION:

Plan Name: _____
Account number(s): _____
Plan Administrator &
Contact Person: _____
Address: _____

Phone: _____
Fax: _____
Email Address: _____

LIFE INSURANCE:

Insurer Name: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Policy No.: _____
Contact Person: _____

WORKERS' COMPENSATION INSURANCE:

Insurer Name: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Policy No.: _____
Persons Covered: _____
Contact Person: _____

STORAGE LOCKER LOCATION:

Storage Company: _____ Locker No.: _____
Address: _____

Phone: _____
Fax: _____
Obtain Key From: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Items Stored: _____

Storage Company: _____ Locker No.: _____

Address: _____

Phone: _____

Fax: _____

Obtain Key From: _____

Address: _____

Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

Items Stored: _____

Storage Company: _____ Locker No.: _____

Address: _____

Phone: _____

Fax: _____

Obtain Key From: _____

Address: _____

Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

Items Stored: _____

SAFE DEPOSIT BOXES:

Institution: _____

Box No.: _____

Address: _____

Phone: _____

Fax: _____

Obtain Key From: _____

Address: _____

Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

Other Signatory: _____

Address: _____

Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

Items Stored: _____

Institution: _____
Box No.: _____
Address: _____

Phone: _____
Fax: _____
Obtain Key From: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Other Signatory: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Items Stored: _____

Institution: _____

Box No.: _____

Address: _____

Phone: _____

Fax: _____

Obtain Key From: _____

Address: _____

Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

Other Signatory: _____

Address: _____

Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

Items Stored: _____

LEASES:

Item Leased: _____

Lessor: _____

Address: _____

Phone: _____

Fax: _____

Expiration Date: _____

Item Leased: _____
Lessor: _____
Address: _____

Phone: _____
Fax: _____
Expiration Date: _____

Item Leased: _____
Lessor: _____
Address: _____

Phone: _____
Fax: _____
Expiration Date: _____

Item Leased: _____
Lessor: _____
Address: _____

Phone: _____
Fax: _____
Expiration Date: _____

LAWYER TRUST ACCOUNT:

IOLTA: _____
Institution: _____
Address: _____

Phone: _____
Fax: _____
Account Number: _____
Other Signatory: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____

INDIVIDUAL TRUST ACCOUNT:

Name of Client: _____
Institution: _____
Address: _____

Phone: _____
Fax: _____
Email Address: _____
Account Number: _____
Other Signatory: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____

GENERAL OPERATING ACCOUNT:

Institution: _____

Address: _____

Phone: _____

Fax: _____

Account Number: _____

Other Signatory: _____

Address: _____

Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

Institution: _____

Address: _____

Phone: _____

Fax: _____

Account Number: _____

Other Signatory: _____

Address: _____

Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

Institution: _____

Address: _____

Phone: _____

Fax: _____

Account Number: _____

Other Signatory: _____

Address: _____

Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

BUSINESS CREDIT CARD:

Institution: _____

Address: _____

Phone: _____

Fax: _____

Account Number: _____

Other Signatory: _____

Address: _____

Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

Institution: _____

Address: _____

Phone: _____

Fax: _____

Account Number: _____

Other Signatory: _____

Address: _____

Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

MAINTENANCE CONTRACTS:

Item Covered: _____

Vendor Name: _____

Address: _____

Phone: _____

Fax: _____

Expiration: _____

Item Covered: _____

Vendor Name: _____

Address: _____

Phone: _____

Fax: _____

Expiration: _____

Item Covered: _____
Vendor Name: _____
Address: _____

Phone: _____
Fax: _____
Expiration: _____

ALSO ADMITTED TO PRACTICE IN THE FOLLOWING STATES:

State of: _____
Bar Address: _____

Phone: _____
Bar ID #: _____

State of: _____
Bar Address: _____

Phone: _____
Bar ID #: _____

State of: _____
Bar Address: _____

Phone: _____
Bar ID #: _____

PROFESSIONAL MEMBERSHIP ORGANIZATIONS

Name: _____
Address: _____

Phone: _____
Fax: _____
Email Address: _____
Member Number: _____

Name: _____
Address: _____

Phone: _____
Fax: _____
Email Address: _____
Member Number: _____

OTHER IMPORTANT CONTACTS:

Name: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Reason for Contact: _____

Name: _____
Address: _____

Phone: _____
Cell Phone: _____
Fax: _____
Email Address: _____
Reason for Contact: _____

Name: _____

Address: _____

Phone: _____

Cell Phone: _____

Fax: _____

Email Address: _____

Reason for Contact: _____