

SUCCESSION PLANS

The State Bar's Board of Governors has approved the concept of succession plans for State Bar members. Succession plans enable an individual lawyer or lawyers in a law office to protect the legal interests of the lawyers' clients in the event that the lawyer is unable to continue his or her law practice due to death, disability, impairment or incapacity.

An Ad Hoc Committee of the Board of Governors, under the leadership of President-Elect Dwane Tinsley, spent an extensive amount of time and effort in reviewing the important issue of succession plans. The Board reviewed various forms and agreements that will enable State Bar members to implement a succession plan in their offices. The Board directed that these documents be distributed to State Bar members by placement in *The West Virginia Lawyer* and on the State Bar's website.

The Committee utilized approved documents from the Oregon State Bar. These excellent documents are contained below. If you have any questions, please do not hesitate to contact the State Bar office.

AGREEMENT TO CLOSE LAW PRACTICE

Between: _____, hereinafter referred to as "Planning Attorney,"

And: _____, hereinafter referred to as "Assisting 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 *Assisting Attorney* refers to the attorney designated in the caption above or the Assisting 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, Assisting Attorney may act upon such evidence as Assisting Attorney shall deem 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. 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.

Planning Attorney hereby gives consent to Assisting Attorney to take 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 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 Planning Attorney could do personally if Planning Attorney were able. It is Planning Attorney's specific intent that this appointment of Assisting Attorney as attorney-in-fact shall become effective only upon Planning Attorney's death, disability, impairment, or incapacity. The appointment of Assisting 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 Assisting Attorney as signator, 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 Assisting 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 Assisting Attorney a reasonable sum for services rendered by Assisting Attorney while closing the law practice of Planning Attorney. Assisting Attorney agrees to keep accurate time records for the purpose of determining amounts due for services rendered. Assisting Attorney agrees to provide the services specified herein as an independent contractor.

6. Preserving Attorney-Client Privilege.

Assisting 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. **Assisting Attorney is Attorney for Planning Attorney** (delete one of the following paragraphs as appropriate).

Assisting Attorney is the attorney for Planning Attorney. Assisting Attorney will protect the attorney-client relationship and follow the WV Code of Professional Responsibility. (Optional: Assisting Attorney has permission to inform the Professional Liability Fund of errors or potential errors of Planning Attorney, may inform Planning 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 Planning Attorney's former clients of any ethics violations committed by Planning Attorney.)

OR:

Assisting Attorney is Not Attorney for Planning Attorney

Assisting Attorney is not the attorney for Planning Attorney. (Optional: Assisting Attorney has permission to inform the Professional Liability Fund of errors or potential errors of Planning Attorney, may inform Planning 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 Planning Attorney's former clients of any ethics violations committed by Planning Attorney.)

8. **Providing Legal Services.**

Planning Attorney authorizes Assisting Attorney to provide legal services to Planning Attorney's former clients providing Assisting Attorney has no conflict of interest and obtains the consent of Planning Attorney's former clients to do so. Assisting Attorney has the right to enter into an attorney-client relationship with Planning 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.

9. **Informing WV State Bar.**

Assisting Attorney agrees to inform the WV Lawyer Disciplinary Board 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. **Omitted.**

11. **Providing Clients With Accounting.**

Assisting 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. Assisting 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.

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

If Assisting Attorney is unable or unwilling to act on behalf of Planning Attorney, Planning Attorney appoints _____ as Assisting Attorney's Alternate, hereinafter known as Assisting Attorney's Alternate. Assisting Attorney's Alternate is authorized to act on behalf of

Planning 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 Planning 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. Indemnification.

Planning Attorney agrees to indemnify Assisting Attorney against any claims, loss, or damage arising out of any act or omission by Assisting Attorney under this agreement, provided the actions or omissions of Assisting Attorney were made in good faith, were made in a manner reasonably believed to be in Planning Attorney's best interest, and occurred while Assisting 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 Assisting Attorney while rendering or failing to render professional services in Assisting Attorney's capacity as attorney for the former clients of Planning Attorney. Assisting Attorney shall be responsible for all acts and omissions of gross negligence and willful misconduct.

14. Option to Purchase Practice.

Assisting 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 WV Code of Professional Responsibility and other applicable law.

15. Arranging to Sell Practice.

If Assisting Attorney opts not to purchase Planning Attorney's practice, Assisting 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.

16. Omitted.

17. Termination.

This Agreement shall terminate upon: (1) delivery of written notice of termination by Planning Attorney to Assisting 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 Assisting Attorney to Planning Attorney, subject to any ethical obligation to continue or complete any matter undertaken by Assisting Attorney pursuant to this Agreement.

If Assisting Attorney or Assisting Attorney's Alternate for any reason terminates this agreement or is terminated, Assisting Attorney or Assisting Attorney's Alternate acting on his or her behalf shall (1) provide a full and accurate accounting of financial activities undertaken

on Planning Attorney's behalf within 30 days of termination or resignation and (2) provide Planning Attorney with Planning Attorney's files, records, and funds.

[Planning Attorney]

[Date]

STATE OF WV)
) ss.
County of _____)

This instrument was acknowledged before me on _____ (date) by
_____ (name(s) of person(s)).

NOTARY PUBLIC FOR WV
My commission expires: _____

[Assisting Attorney]

[Date]

STATE OF WV)
) ss.
County of _____)

This instrument was acknowledged before me on _____ (date) by
_____ (name(s) of person(s)).

NOTARY PUBLIC FOR WV
My commission expires: _____

[Assisting Attorney's Alternate]

[Date]

STATE OF WV)
) ss.
County of _____)

This instrument was acknowledged before me on _____ (date) by
_____ (name(s) of person(s)).

NOTARY PUBLIC FOR WV

My commission expires: _____

CONSENT TO CLOSE OFFICE

This consent is entered into between _____, hereinafter referred to as "Planning Attorney," and _____, hereinafter referred to as "Assisting Attorney."

I, _____, authorize, _____, Assisting 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;
- 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;

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

The Assisting 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 Assisting 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 Assisting Attorney represents me and acts as my attorney in closing my law practice. **(Optional:** The Assisting Attorney has permission to inform the Professional Liability Fund of errors or potential errors of the Planning Attorney, may inform the Planning Attorney's former clients of any errors or potential errors, and instruct them to obtain independent legal advice. The Assisting Attorney also has permission to inform the Planning Attorney's former clients of any ethics violations committed by the Planning Attorney.)

OR:

The Assisting Attorney does not represent me and is not acting as my attorney in closing my law practice. **(Optional:** The Assisting Attorney has permission to inform the Professional Liability Fund of errors or potential errors of the Planning Attorney, may inform Planning Attorney's former clients of any errors or potential errors, and instruct them to obtain independent legal advice. The Assisting Attorney also has permission to inform the Planning Attorney's former clients of any ethics violations committed by the Planning Attorney.)

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

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

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

The Assisting Attorney may revoke this acceptance at any time and has the power to appoint a new assisting attorney in the Assisting Attorney's place. My authorization and consent to allow the Assisting Attorney to perform these and other services necessary for the closure of my law office does not require the Assisting Attorney to perform these services. If the Assisting Attorney revokes this acceptance, the Assisting Attorney must promptly notify me.

[Planning Attorney]

[Date]

STATE OF WV)
) ss.
County of _____)

This instrument was acknowledged before me on _____ (date) by
_____ (name(s) of person(s)).

NOTARY PUBLIC FOR WV

My commission expires: _____

[Assisting Attorney]

[Date]

STATE OF WV)
) ss.
County of _____)

This instrument was acknowledged before me on _____ (date) by
_____ (name(s) of person(s)).

NOTARY PUBLIC FOR WV

My commission expires: _____

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 for reset. (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 resets of hearings or extensions where necessary. Confirm extensions and resets 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.
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 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 file. 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 the client is picking up a copy of the file and there are original documents in it that the client needs (such as a title to property), return the original documents to the client and keep copies for the Affected Attorney's file.
11. All clients should be advised on where their closed files will be stored, and who they should contact in order to retrieve a closed file.
12. Omitted.
13. If the attorney whose practice is being closed was a sole practitioner (the Affected Attorney), 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 Professional Liability Fund and the Affected Attorney's excess carrier, if applicable, 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. 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 local bar newsletter, the *WV 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

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.
3. 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 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.
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. If a client is picking up the file, original documents should be returned to the client and copies should be kept in your file.
8. All clients should be told where their closed files will be stored and whom they should contact in order to retrieve them.
9. Send the name, address, and phone number of the person who will be retaining your closed files to the Lawyer Disciplinary Board, 2008 Kanawha Blvd., E., Charleston, WV 25311. Also send them your name, current address, and phone number.
10. 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.

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

1. Use 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 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; and
 - n. How to access your voice mail (or answering machine) and the access code numbers.
 - 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 "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.
8. If your written agreement authorizes the Assisting 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 Assisting Attorney will have to sign bank forms authorizing the Assisting Attorney to have access to your trust or general account. Choose your Assisting Attorney wisely—he or she may have access to your clients' funds.
9. Familiarize your Assisting Attorney with your office systems and keep him or her apprised of office changes.

10. **Introduce your Assisting Attorney to your office staff. Make certain your staff knows where you keep the written agreement and how to contact the Assisting Attorney if an emergency occurs before or after office hours. If you practice without regular staff, make sure your Assisting 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 Assisting Attorney.**
12. **Omitted.**
13. **Renew your written agreement with your Assisting Attorney each year. If you include the name of your Assisting Attorney in your retainer agreement, make sure it is current.**

LIST OF CONTACTS

1. Attorney - Name, Social Security, Federal Employer ID Number, State Tax ID Number, Date of Birth, Office and Home Address and Office and Home Phone Numbers.
2. Spouse - Name, Work Phone and Employer Information.
3. Office Manager - Name, Home Address and Phone.
4. Computer and Telephone Passwords - Name, Address and Phone of Person Who Knows Passwords or Location Where Passwords Are Stored.
5. Post Office or Other Mail Service Box - Location, Box Number, Address, Phone and Other Signatory.
6. Secretary - Name, Home Address and Phone.
7. Bookkeeper - Name, Home Address and Phone.
8. Landlord - Name, Address and Phone.
9. Personal Representative - Name, Address and Phone.
10. Attorney - Name, Address and Phone.
11. Accountant - Name, Address and Phone.
12. Attorneys To Help With Practice Closure - Name, Address and Phone Numbers, First, Second and Third Choices.
13. Location of Will and/or Trust - Contact Person, Address and Phone.
14. Professional Corporations - Corporate Name, Locations of Corporate Minute Book, Seal, Stock Certificate and Tax Returns as well as Corporate Attorney Name, Address and Phone.
15. Process Service Company - Name, Address and Phone Number.
16. Office - Sharer or "Of Counsel" - Names, Addresses and Phone Numbers.
17. Office Property/Liability Coverage - Insurer Name, Address, Phone and Contact Person.
18. Other Important Contacts - Names, Addresses, Phone Numbers and Reason for Contact.
19. General Liability Coverage - Insurer's Name, Address, Phone Number and Contact Person.

20. **Legal Malpractice Coverage - Insurer's Name, Address, Phone Number and Contact Person.**
21. **Office Overhead/Disability Insurance - Insurer's Name, Address, Phone Number and Contact Person.**
22. **Health Insurance - Insurer's Name, Address, Phone Number and Contact Person.**
23. **Disability Insurance - Insurer's Name, Address, Phone Number and Contact Person.**
24. **Life Insurance - Insurer's Name, Address, Phone Number and Contact Person.**
25. **Workers' Compensation Insurance - Insurer's Name, Address, Phone Number and Contact Person.**
26. **Storage Locker Location - Storage Companys' Names, Addresses, Phone Numbers and Items Stored.**
27. **Safe Deposit Boxes - Institutions' Names, Addresses, Phone Numbers and Other Information.**
28. **Leases - Items Leased, Lessors' Names, Addresses and Phone Numbers.**
29. **Lawyer Trust Account - Institutions' Name, Addresses, Phone Numbers and Contact Persons.**
30. **General Operating Account - Institutions' Name, Addresses, Phone Numbers and Contact Persons.**
31. **Business Credit Cards - Institutions' Names, Addresses, Phone Numbers and Contact Persons.**
32. **Maintenance Contracts - Items Covered, Vendors' Names, Addresses and Phone Numbers.**
33. **Also Admitted to Practice in the Following States - States' Names, Addresses, Phone Numbers and Bar ID Numbers.**

**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. Also, the WV State Bar provides a lawyer referral service that can be reached at 304-558-7991.

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 10 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 of providing you with legal services. Please do not hesitate to give me a call if you have any questions or concerns.

Sincerely,

[Attorney]
[Firm]

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:

[Client]

[Date]

ACKNOWLEDGMENT OF RECEIPT OF FILE

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

[Client]

[Date]

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 of 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 of 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 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]

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]

