THE ATTORNEY’S DUTY TO PLAN FOR HIS OR HER DEATH

A. Does a New Jersey attorney have an ethical obligation to plan in the event of his or her Death?

New Jersey RPC 1.3, titled “Diligence,” states the following:

A lawyer shall act with reasonable diligence and promptness in representing a client.

On October 28, 2002, The New Jersey Advisory Committee on Professional Ethics issued a Supplement to their previously issued Opinion 692. That supplementary opinion dealt with issues related to the retention of client files in the event of certain circumstances. One circumstance examined was who has the responsibility for the retention and maintenance of client files, including property of the client, in circumstance where a sole practitioner dies. In their opinion, the committee stated the following:

Under RPC 1.3, a sole practitioner has an ethical duty to plan for disposition of files in the event of his/her death or retirement.

The opinion then cited Rule 1.3 of the ABA Model Rules of Professional Conduct at comment 5. Rule 1.3 of the ABA Model Rules of Professional Conduct is identical to New Jersey RPC 1.3 and states the following:

A lawyer shall act with reasonable diligence and promptness in representing a client.

Comment 5 to Rule 1.3 of the ABA Model Rules of Professional Conduct states the following:

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 protective action. Cf. Rule 28 of the American Bar Association Model Rules for Lawyer Disciplinary Enforcement (providing for court appointment of a lawyer to inventory files and take other protective action in absence of a plan providing for another lawyer to protect the interests of the clients of a deceased or disabled lawyer).
Going back to the Advisory Committee on Professional Ethics Supplement to Opinion 692, the question arises whether there is an affirmative requirement to plan for disposition of files in the event of an attorney's death. Comment 5 to ABA Model Rule 1.3 does not affirmatively require an attorney to plan for his or her death. It is, however, strongly suggested that attorneys should engage in that planning but the existence of the word "may" instead of the word "shall" indicates that there is no affirmative ethical duty on the part of the lawyer to make those plans.

It seems that if the Advisory Committee on Professional Ethics is interpreting the comment to Model RPC 1.3 then it appears that they have misinterpreted the nature of the comment by mandating that attorneys engage in this type of planning. If, on the other hand, the Advisory Committee on Professional Ethics is interpreting New Jersey RPC 1.3 to require that an attorney affirmatively engage in this type of planning then, of course, that interpretation will control unless it is challenged at some point in the future.

B. Expanding the scope of the ethical examination of an attorney's obligation to plan in the event of his or her death.

On December 7, 1992, the American Bar Association Standing Committee on Ethics and Professional Responsibility issued Formal Opinion 92-369 titled "Disposition of Deceased Sole Practitioners' Client Files and Property." This opinion was prepared to address the following circumstances:

A lawyer who has a large solo practice dies. The lawyer had hundreds of client files, some of which concern probate matters, civil litigation and real estate transactions. Most of the files are inactive, but some involve ongoing matters. The lawyer kept the active files at his office; most of the inactive files he removed from the office and kept in storage in his home.

The questions posed are two:

1) What steps should lawyers take to ensure that their clients' matters will not be neglected in the event of their death?

2) What obligations do lawyers representing the estates of deceased lawyers, or appointed or otherwise responsible for review of the files of a lawyer who dies... have with regard to the deceased lawyer's client files and property?

   a) Steps lawyers should take to ensure that their clients' matters will not be neglected in the event of their death

Looking to the first question, the opinion states that ABA Model Rules of Professional Conduct 1.1 (Competence) and 1.3 (Diligence) are relevant to this issue.
Rule 1.1 (Competence) states the following:

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

Rule 1.3 (Diligence) states the following:

A lawyer shall act with reasonable diligence and promptness in representing a client.

The opinion states that Rule 1.1, when read in conjunction with Rule 1.3, would indicate that a lawyer should diligently prepare for the client’s representation and, although representation should terminate when an attorney is no longer able to represent a client, the lawyer’s fiduciary obligation of loyalty and confidentiality continue beyond the termination of the agency relationship. The committee reasoned that since lawyers have a duty to inform clients in the event of their partnership’s dissolution, then a sole practitioner would seem to have a similar duty to ensure that his clients are so informed in the event of the sole practitioner’s cessation or interruption of practice caused by disability or death.

Building on the idea that a sole practitioner has a duty to undertake the preparation necessary to represent his client and because a deceased lawyer cannot inform anyone of his death, preparation of a plan to accomplish this task would be the reasonable means to preserve these obligations. Therefore, a solo practitioner should have a plan in place to protect his clients’ interest in the event of his death. The Committee goes further and suggests that a lawyer’s failure to create and implement such a plan would, in the event that he became disabled or died, be guilty of neglect and subject to discipline. Finally, the Committee reasoned that while sanctioning a deceased lawyer who inadequately prepares to protect his clients in the event of his death would have no deterrent effect on the deceased lawyer, it would tend to dissuade future acts by other lawyers and it would help to restore public confidence in the bar.

Unfortunately, there is no framework for a plan to inform clients of a lawyer’s death in the rules. Because of that the Committee inferred that a plan to make sure that the lawyers clients’ files will be maintained in the event of his death would, at a minimum, include the following:

- Designate another lawyer who would look over the deceased lawyer’s files and make determinations as to which files needed immediate attention; and
- Provide for notification to the deceased lawyer’s clients of their lawyer’s death.

It appears that if a lawyer takes these steps then he will fulfill the ethical duty he owes to his clients and can allow for a smooth transition of his affairs and avoid any ethical problems that will be incurred as a result of the failure to plan.
b) Obligations the assisting attorney has with regard to the deceased lawyer's client files and property

A lawyer who takes over for a deceased lawyer in this situation (hereinafter referred to as an "assisting attorney") must be aware of her duty to inspect client files, maintain client files and manage the deceased attorney's trust account.

i) The duty to inspect client files

The duty to inspect client files requires the attorney to determine which files need immediate attention. The assisting attorney should reach out to the deceased attorney's clients to notify them of the situation and request instructions as soon as possible.

It should be noted that the assisting attorney does not automatically represent the clients of the deceased attorney and this should be made clear to the clients. It is, of course, possible that the clients will want to hire the assisting attorney to represent them. In that event the terms of whatever agreement the deceased attorney and the assisting attorney have (see part C, below) should dictate the procedure for commencing that new attorney-client relationship. The agreement should discuss, among other things, the fee arrangement in the event the assisting attorney takes over the representation of the deceased attorney's clients.

ii) The duty to maintain client files

The duty to maintain client files and property raises the issue of file retention and the length of time the assisting attorney should keep the files for the clients of the deceased lawyer that cannot be located. While there is no simple answer to this question ABA Informal Opinion 1384 (1977) touched on this subject of file retention and states the following:

A lawyer does not have a general duty to preserve all of his files permanently. Mounting and substantial storage costs can affect the cost of legal services, and the public interest is not served by unnecessary and avoidable additions to the cost of legal services.

However, the position stated above must be weighed against the expectation that clients have regarding the preservation of valuable and useful information that is not otherwise available. Destruction of a file containing this information could be at the detriment of the client.

In an effort to balance these two competing interests, Informal Opinion 1384 listed a number of guidelines that lawyers should follow when deciding whether to destroy old client files. Two of these guidelines are relevant to this discussion. They are as follow:

- A lawyer should not "destroy or discard items that clearly or probably belong to the client. Such items include those furnished to the lawyer by or in behalf of the client, and original documents."
- A lawyer should not "destroy or discard information that the lawyer knows or should know may still be necessary or useful in the assertion or
defense of the client’s position in a matter for which the applicable statutory limitation period has not expired."

Since there is no clear answer to this issue each file of this type must be evaluated separately. Assuming that the assisting attorney has made reasonable efforts to contact the clients and inform them of their lawyer’s death then the assisting attorney should use her judgment to determine what files should be retained and which files can be destroyed. One practical matter is that with electronic storage those files that might have been questionable, i.e. to keep or destroy, can now be preserved electronically at a reasonable cost and without taking up much physical space.

iii) Unclaimed trust funds

Finally, the question of what to do with unclaimed funds in the deceased attorney’s trust account must be considered. New Jersey Court Rule 1:21-6(j) appears to address this situation. That Rule states the following:

When, for a period in excess of two years, an attorney’s trust account contains trust funds which are either unidentifiable, unclaimed, or which are held for missing owners, such funds shall be so designated. A reasonable search shall then be made by the attorney to determine the beneficial owner of any such unidentifiable or unclaimed accumulation, or the whereabouts of any missing owner. If the beneficial owner of an unidentifiable or unclaimed accumulation is determined, or if the missing beneficial owner is located, the funds shall be delivered to the beneficial owner when due. Trust funds which remain unidentifiable or unclaimed, and funds which are held for missing owners, after being designated as such, may, after the passage of one year during which time a diligent search and inquiry fails to identify the beneficial owner or the whereabouts of a missing owner, be paid to the Clerk of the Superior Court for deposit with the Superior Court Trust Fund. The Clerk shall hold the same in trust for the beneficial owners or for ultimate disposition as provided by Order of the Supreme Court. All applications for payment to the Superior Court Clerk under this section shall be supported by a detailed affidavit setting forth specifically the facts and all reasonable efforts of search, inquiry and notice. The Clerk of the Superior Court may decline to accept funds where the petition does not evidence diligent search and inquiry or otherwise fails to conform with this section.

iv) Conclusion

These three obligations, duty to inspect client files, maintain client files and handle trust funds appear to be the basis for all services that the assisting attorney has to fulfill for the deceased attorney. Despite this, while a bare bones plan appears ethically appropriate, it leaves many questions. For example, how will the assisting attorney be compensated and how will the deceased attorney’s physical office be managed and closed? These items need to be addressed by the planning attorney and the deceased attorney. Which leads us to the following section...
C. Suggestions for an attorney who wants to plan for the possibility of death or disability.

While there seem to be a number of possibilities when addressing the issues raised in Formal Opinion 92-369, the one that appears to make the most sense is the following:

- Put a provision in your retainer agreement that addresses the issue so the client’s are aware of the fact that you have prepared a plan.
- Enter into an agreement with an “assisting attorney” who will close your office and an “authorized signer” who will manage your trust account. It seems as though either one person can do both or two separate individuals can do those two jobs. A copy of a sample agreement is attached hereto following this outline.
- Prepare a limited power of attorney referring to the management of your law office bank accounts and incorporate the agreement (described above) into the document. This is for the disabled attorney.
- Put a provision into your will that authorizes your executor to carry out the terms of the agreement (described two bullets above). This is for the deceased attorney.

In addition to the tasks that must be completed to insure the legal aspects of closing your office are covered, there are also practical items that must be considered. Some examples would include the following:

- Keeping current records for all open files including names and addresses of all clients;
- Keeping accurate records for any deadlines affecting your cases.
- Documenting your files and keeping your bills current.
- Familiarizing your assisting attorney with your office systems and staff.

While all of this might seem overwhelming there is guidance available if you are interested in exploring these suggestions. The book, “Planning Ahead: A Guide to Protecting Your Clients’ Interests in the Event of Your Disability or Death” covers all of these issues and contains forms that can be modified to meet your specific planning needs. The book was written by Barbara S. Fishleder and published by the Oregon State Bar. While the book is written for Oregon attorneys and references Oregon law it is a great starting point for any attorney interested in this type of planning. I found it on the internet and would be happy to send the link to anyone who would like to see it.

For your reference I have attached the full form of the “Agreement to Close Law Practice” that was included in the book, “A Guide to Protecting Your Clients’ Interests.”
AGREEMENT – FULL FORM
(Sample – Modify as appropriate)

The sample Agreement – Full Form beginning on the next page gives the Assisting Attorney the power to determine whether you are disabled, impaired, or incapacitated and provides the Assisting Attorney with authority under the designated circumstances to sign on your business bank accounts (except your trust account) and to close your law practice. The agreement also gives an Authorized Signer authority to sign on your trust accounts. (See Exemption below.) The agreement also enumerates powers such as termination, payment for services, and resolution of disputes.

Caveat: The Assisting Attorney must determine ahead of time whether he or she is going to represent the Planning Attorney, clients of the Planning Attorney, or no one (acting exclusively as a neutral file-transferring agent). If the Assisting Attorney (1) represents the Planning Attorney on issues related to office closure, (2) is an Authorized Signer on the lawyer trust account, (3) finds misappropriations in the lawyer trust account, and (4) is instructed by the Planning Attorney not to inform the clients about the misappropriations, the Assisting Attorney will have conflicting fiduciary duties. To avoid this potential for conflicting fiduciary duties, it is best if the Planning Attorney selects one person to represent him or her as Assisting Attorney and another person to serve as the Authorized Signer on the trust account. (See Chapter 1, The Duty to Plan Ahead, and Chapter 2, What If? Answers to Frequently Asked Questions, in this handbook for more detailed information on these topics.)

Authorizing someone to sign on bank accounts in an agreement may not meet the banking institution’s record-keeping requirements. The Planning Attorney should consult his or her banking institution to complete the paperwork required for its records.

If you do not want the Assisting Attorney to be the person who determines whether you are disabled, incapacitated, or impaired, you will need to modify this agreement. For a discussion of alternatives, see The Duty to Plan Ahead, Access to the Trust Account, in Chapter 1 of this handbook.

AGREEMENT TO CLOSE LAW PRACTICE

Between: ___________________________ hereinafter referred to as “Planning Attorney”
And: ___________________________ hereinafter referred to as “Assisting Attorney”
And: ___________________________ hereinafter referred to as “Authorized Signer”

1. Purpose.
   The purpose of this Agreement to Close Law Practice (hereinafter “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 or the Planning Attorney’s representatives, heirs, or assigns. The term Authorized Signer refers to the person designated to sign on Planning Attorney’s trust account and to provide an accounting for the funds belonging to Planning Attorney’s clients.

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 or 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 law 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 the actions contemplated by this Agreement as fully as and to the same extent 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 signatory, in substitution of Planning Attorney's signature, on all of Planning Attorney's law office accounts with any bank or financial institution, except Planning Attorney's lawyer trust account(s). Planning Attorney's consent includes, but is not limited to:

- Entering Planning Attorney's office and using 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 client files and records of Planning Attorney's 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 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 when 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 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 Planning 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 authorizes Authorized Signer to sign on Planning Attorney's lawyer trust account(s).

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

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.

5. Payment for Services.
Planning 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 Planning 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.

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

(Delete one of the following paragraphs as appropriate.)
While fulfilling the terms of this Agreement, Assisting Attorney is the attorney for Planning Attorney. Assisting Attorney will protect the attorney-client relationship and follow the Oregon Rules of Professional Conduct. Assisting Attorney has permission to inform the Professional Liability Fund of errors or potential errors of Planning Attorney.

While fulfilling the terms of this Agreement, Assisting Attorney is the attorney for Planning Attorney. Assisting Attorney has permission to inform Planning Attorney's 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 clients of any ethics violations committed by Planning Attorney.

OR:

Assisting Attorney Is Not Attorney for Planning Attorney.
While fulfilling the terms of this Agreement, Assisting Attorney is not the attorney for Planning Attorney. Assisting Attorney has permission to inform the Professional Liability Fund of errors or potential errors of Planning Attorney. Assisting Attorney has permission to inform Planning Attorney's 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 clients of any ethics violations committed by Planning Attorney.

While fulfilling the terms of this Agreement, Authorized Signer is not the attorney for Planning Attorney. Authorized Signer has permission to inform Planning Attorney's present and former clients of any misappropriations in Planning Attorney's trust account and instruct them to obtain independent legal advice or to contact the Oregon State Bar Client Security Fund.
9. **Providing Legal Services.**
Planning Attorney authorizes Assisting Attorney to provide legal services to Planning Attorney’s clients, provided Assisting Attorney has no conflict of interest and obtains the consent of Planning Attorney’s clients to do so. Assisting Attorney has the right to enter into an attorney-client relationship with Planning Attorney’s 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, refer the clients to another attorney.

10. **Informing Oregon State Bar.**
Assisting Attorney agrees to inform the Oregon State Bar Regulatory Services where Planning Attorney’s closed files will be stored and the name, address, and phone number of the contact person for retrieving those files.

11. **Contacting the Professional Liability Fund.**
Planning Attorney authorizes Assisting Attorney to contact the Professional Liability Fund (PLF) concerning any legal malpractice claims or potential claims. (Note to Planning Attorney: Assisting Attorney’s role in contacting the PLF will be determined by Assisting Attorney’s arrangement with Planning Attorney. See Section 7 of this Agreement.)

12. **Providing Clients with Accounting.**
Authorized Signer and/or Assisting Attorney agree[s] to provide Planning Attorney’s clients with a final accounting and statement for legal services of Planning Attorney based on Planning Attorney’s records. Authorized Signer agrees to return client funds to Planning Attorney’s clients and to submit funds collected on behalf of Planning Attorney to Planning Attorney or Planning Attorney’s estate representative.

13. **Assisting Attorney’s 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 “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 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 (hereinafter “Assisting Attorney’s 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.

14. **Authorized Signer’s Alternate.** (Delete one of the following paragraphs as appropriate.)
If Authorized Signer is unable or unwilling to act on behalf of Planning Attorney, Planning Attorney appoints ______ as Authorized Signer’s alternate (hereinafter “Authorized Signer’s Alternate”). Authorized Signer’s Alternate is authorized to act on behalf of Planning 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 Authorized Signer’s Alternate on this Agreement.

**OR:**

If Authorized Signer is unable or unwilling to act on behalf of Planning Attorney, Authorized Signer may appoint an alternate (hereinafter “Authorized Signer’s 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.

15. **Indemnification.**
Planning Attorney agrees to indemnify Assisting Attorney and Authorized Signer against any claims, losses, 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 Planning Attorney’s best interest, and occurred while Assisting Attorney and Authorized Signer were assisting Planning Attorney with the closure of Planning Attorney’s law practice. Assisting Attorney and Authorized Signer shall be responsible for all acts and omissions of gross negligence and willful misconduct.

This indemnification provision does not extend to any acts, errors, or omissions of Assisting Attorney as attorney for the clients of Planning Attorney.

16. **Option to Purchase Practice.**
Assisting Attorney shall have the first option to purchase the law practice of Planning Attorney under the terms and conditions specified by Planning Attorney or Planning Attorney’s representative in accordance with the Oregon Rules of Professional Conduct and other applicable law.

17. **Arranging to Sell Practice.**
If Assisting Attorney opts not to purchase Planning Attorney’s law practice, Assisting Attorney will make all reasonable efforts to sell Planning Attorney’s law practice and will pay Planning Attorney or Planning Attorney’s estate all monies received for the law practice.

18. **Fee Disputes to be Arbitrated.**
Planning Attorney, Assisting Attorney, and Authorized Signer agree that all fee disputes among them will be decided by the Oregon State Bar Fee Arbitration Program.

19. **Termination.**
This Agreement shall terminate upon: (1) delivery of written notice of termination by Planning Attorney to Assisting Attorney and/or Authorized Signer 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 and/or Authorized Signer to Planning Attorney.
Attorney, subject to any ethical obligation to continue or complete any matter undertaken by Assisting Attorney and/or Authorized Signer 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 Planning Attorney's behalf within 30 days of termination or resignation and (2) provide Planning Attorney with Planning Attorney's files, records, and funds.

STATE OF OREGON )
County of ____________)

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

NOTARY PUBLIC FOR OREGON
My commission expires: ________________

[Assisting Attorney]
STATE OF OREGON )
County of ____________)

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

NOTARY PUBLIC FOR OREGON
My commission expires: ________________

[Authorized Signer’s Alternate]
STATE OF OREGON )
County of ____________)

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

NOTARY PUBLIC FOR OREGON
My commission expires: ________________