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# Emergency Planning for Lawyers Who Are Unable to Practice During COVID-19

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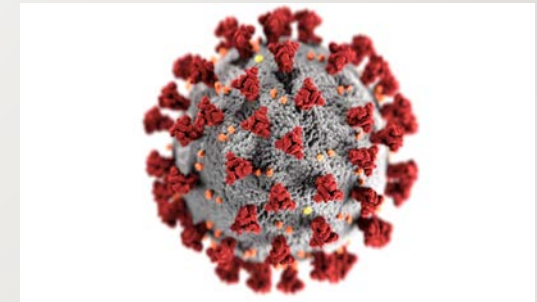
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## PRESENTATION OVERVIEW

1. Reasons for Advanced Planning
2. The Back-Up Lawyer
3. The Back-Up Plan
4. Reasonable Compensation for Back-Up Lawyer
5. Death and Survivability
6. Activation of the Back-Up Plan

# 1. REASONS FOR ADVANCED PLANNING

- The “Seven D’s”
- Adverse Consequences
- Ethical Considerations
- Purpose of Planning

## REASONS FOR ADVANCED PLANNING: “Seven D’s”, Adverse Consequences, Ethical Considerations

- Death, Disease, Disability, Disaster, Discipline, Defeat and Disappearance can strike anyone, anywhere, anytime, with little warning.
- Lawyer’s encounter with them can result in termination of the representation and have an adverse impact on the client (and client’s rights).
- Not being prepared can exacerbate impact on client and expose lawyer to malpractice claims, disciplinary action, and financial and reputational damage.
- Ethical obligations under Louisiana Rules of Professional Conduct to provide *competent representation* (Rule 1.1(a)), to *protect the interests of our clients* at the termination of legal representation by the lawyer to the extent reasonably practicable Rule (1.16(d)), and duty to *act with reasonable promptness* and diligence (Rule 1.3).
- Provide guidance in preparing for circumstances in which lawyer is suddenly and unexpectedly falls victim to serious illness, disability or dies.

## REASONS FOR ADVANCED PLANNING: Purpose of Planning

- Purpose of Planning: Make the process of shutting down a law practice go smoothly for affected lawyer, and attorney assuming responsibility for the affected lawyer, ensure compliance with the rules of professional conduct, minimize impact to clients and their rights, and reduce risk of malpractice claims, disciplinary action, and financial and reputational harm.
- Especially important for sole practitioner to plan for the “Seven D’s” as they often practice alone without an attorney “law partner” or associate attorney who might be capable of stepping in.

## **2. THE BACK-UP LAWYER**

- Planning Lawyer and Back-Up Lawyer
- Responsibilities of the Back-Up Lawyer
- Transition
- Limitations
- Choosing Wisely
- Finding a Back-Up Lawyer



## THE BACK-UP LAWYER: Planning Lawyer and Back-Up Lawyer

- What will happen to your clients, their cases, files and funds held in your trust account if something serious and unexpected were to suddenly happen to you?
- If you are addressing this question, you are the “**Planning Lawyer**”.
- “**Back-Up Lawyer**” is another attorney, licensed in Louisiana, you recruit to take over and protect your client’s interests in the event you encounter one of the Seven D’s and can no longer represent your clients in a meaningful way.

## THE BACK-UP LAWYER: Responsibilities

- Back-Up Lawyer must know enough and be sufficiently prepared quickly jump in and perform your obligations under Rule 1.16(d):
  - Assist with giving your clients reasonable notice regarding your illness, impairment, disability, death, etc. and the need to obtain a new lawyer to take over their matters.
  - Surrendering papers and property of the client.
  - Refunding any advance payment of fees or expenses not yet earned or incurred.
  - Promptly release client's file to client or client's new lawyer.
  - Provide your clients time to find new lawyer and do whatever is reasonably necessary to afford them time to do so without prejudice to their interests (e.g. seek continuances, re-schedule depositions, file lawsuits to toll prescription, etc.)



## THE BACK-UP LAWYER: Considerations

- Coming in suddenly and representing someone else's clients is challenging and difficult, so Back-Up Lawyer should not be expected to continue representing your clients permanently.
- Rather, Back-Up Lawyer should serve as transitional counsel for your clients between you and the new lawyer they hire.
- Easier and less risky for Back-Up Lawyer if representation is clearly limited in scope to functioning only as "temporary transition counsel", specifically declining and disclaiming all responsibility to assume full-fledged, "permanent" representation of your clients.
- Rule 1.2 (c) provides:
  - *A lawyer may limit the scope of the representation if the limitation is reasonable under the circumstances and the client gives informed consent... [Emphasis added].*

## THE BACK-UP LAWYER: Considerations

- Back-Up Lawyer doesn't have to be well-versed in or focus their practice on handling the same types of cases or clients as you, the Planning Lawyer.
- Attorney in similar practice area – possibly helpful and good choice but may not be desirable or possible.
- Attorney in small communities or specialized practice area – may be direct competitor, also possible conflict of interest.
- IF Back-Up Lawyer is representing an adverse party, they cannot talk to your client without violating ethics rules regarding conflicts of interest.

## THE BACK-UP LAWYER: Considerations

- Having clearly defined and limited obligations for Back-Up Lawyer may make it easier to find a lawyer who is willing, suitable and capable of performing the functions needed.
- Consider designating two (or more) lawyers to serve as “Co-Back-Up Lawyers” or “Alternate Back-Up Lawyers” to:
  - Manage work effort in shutting down your practice.
  - Address conflicts of interest.
- Consider reciprocal arrangement with Back-Up Lawyer to be his/her “Back-Up Lawyer”.

## THE BACK-UP LAWYER: Choose wisely...

- Opening up access to your clients, confidential information in their files, your sensitive business and financial information, AND your client trust account to the Back-Up Lawyer.
- Most serious forms of attorney discipline, i.e., lengthy suspension, disbarment, permanent disbarment and permanent resignation from the practice of law, tend to be imposed more often on lawyers with issues related to mismanagement, fraud and/or theft of client/third party funds held in trust accounts than for any other reason.
- Find a good, trustworthy, professional lawyer who is willing, suitable and capable of performing the functions required of a Back-Up Lawyer.

## THE BACK-UP LAWYER: Finding a Back-Up Lawyer

- Sole practitioners can be isolated and have limited relationships with other lawyers.
- Where to look?
  - Law school/bar exam study friends, colleagues in local/specialty bar associations, shared office space, co-counsel.
  - Non-law-related groups, clubs or organizations likely have lawyers. Examples: church, Rotary club, volunteer organizations, athletic clubs, veterans groups, etc.
- Once Back-Up Lawyer has been found and commits, notify the LSBA in writing.



### **3. THE BACK-UP PLAN**

- Document, Duties and Durability
- Access to Your Law Practice
- Law Office Procedures Manual
- Office Staff
- Trust Account – Considerations, Issues and Access
- Informed Consent of Clients
- Conflicts of Interest
- Compensation for Back-Up Lawyer
- Death and Survivability



## The Back-Up Plan: Document, Duties and Durability

- Formal written, legal document prepared and executed by you and your Back-Up Lawyer, like a Power of Attorney.
- Have your Back-Up Lawyer designated in writing with written, signed and notarized acceptance by Back-Up Lawyer.
- Back-Up Plan Document should include:
  - Details regarding duties Back-Up Lawyer will need to perform.
  - Empower Back-Up Lawyer to take actions necessary for running your law practice until all clients with open matters have moved to new attorneys and for closing your practice down.
  - Specific language regarding when the plan may be triggered.
  - *Express language that Back-Up Plan survives your incapacity (i.e., it's "durable").*
  - Clearly limiting Back-Up Lawyer to functioning *as temporary transition counsel.*

## The Back-Up Plan: Access to Your Law Practice

- Document should include instructions regarding practical aspects of your practice.
  - Office keys, keycards, security alarm codes, contact info for office landlord and anyone with spare keys.
  - Passwords for computers, email, software services, bank accounts, etc. or instructions where passwords can be found or who has them.
  - Location and access to all:
    - Physical and/or electronic client files (active, inactive and closed), including off-site storage and digital backups.
    - Physical and electronic calendars used in your practice.

## The Back-Up Plan: Access to Your Law Practice

- Location and access to all law firm:
  - **Bank accounts** (operating, client trust accounts, escrow accounts, etc.), bank statements, checks, endorsement stamps, etc.
  - **Financial records** - office lease, accounts payable (i.e., rent, utilities, payroll, etc.) and accounts receivable (i.e., client billings, collectible rents, etc.).
  - **Insurance policies** including malpractice, business liability, business interruption, etc.
  - **Storage** - safes, safety deposit boxes and storage facilities.

## The Back-Up Plan: Law Office Procedures Manual

- Not a formal, written legal document like the Back-Up Plan.
- Nuts and bolts “**how to**” **guide** containing written step-by-step instructions relating to your law practice.
  - Should include more detailed information regarding items in slides 16 - 17.
- Written for someone who is unfamiliar with your office and may need to step in quickly and keep things running possibly without anyone to answer questions.
- Integral and practical part of your Back-Up Plan.
- Review and update regularly.

## The Back-Up Plan: Office Staff

- Office staff should know about Back-Up Lawyer as they'll be needed to assist with carrying out the Back-Up Plan.
- Should also know about Back-Up Plan Document, Law Office Procedures Manual, etc. and contents.
- Address any issues, potential problems, resistance or concerns your staff may have.
- Similarly, inform your trusted family member, loved one and/or close friend of your Back-Up Lawyer, Back-Up Plan, Law Office Procedures Manual, etc.
- Address their issues, resistance concerns, etc.



## The Back-Up Plan: Trust Account – Considerations, Issues and Access

- **Considerable risk** in giving a lawyer not involved with your practice and not responsible for it (legally or ethically), unfettered access to your trust account and client (and third party) funds.
  - Attorney will steal or misuse client funds.
  - Important to “choose wisely” when selecting a Back-Up Lawyer.
- Clients will want their funds, particularly when suddenly faced with hiring a new lawyer following your incapacity to practice.
- They’ll be inconvenienced or hindered because they’re unable to gain immediate access to their funds.



## The Back-Up Plan: Trust Account – Considerations, Issues and Access

- Ethical considerations of Rule 1.15:
- (a) A lawyer shall hold property of client or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property... funds shall be kept in or more separate interest-bearing client trust accounts maintained in a bank...
- (f) *Every check, draft, electronic transfer, or other withdrawal instrument or authorization from a client trust account shall be personally signed by a lawyer* or, in the case of electronic, telephone, or wire transfer, from a client trust account, *directed by a lawyer* or, in the case of a law firm, one or more lawyers authorized by the law firm... [*Emphasis added*].

## The Back-Up Plan: Trust Account – Considerations, Issues and Access

- Rule 1.15(f) technically doesn't preclude having more than 1 signature on trust account —even a non-lawyer's.
- Doesn't say signed "*only by a lawyer*" or "*by a lawyer alone*", so it's possible a non-lawyer, *in addition to the lawyer*, can provide 2nd authorized signature where 2 signatures are required.
- Could have 2 lawyers (you and Back-Up Lawyer) and 1 non-lawyer (spouse, loved one, etc.) all authorized to sign as long as *at least one of lawyer signs the check*.
- Giving signature authority to the non-attorney *ALONE* is not permissible or ethical.

## The Back-Up Plan: Trust Account – Considerations, Issues and Access

- **OPTION 1:** *Grant Back-Up Lawyer full access* to trust account (and other firm accounts), contingent *upon occurrence of triggering event(s)* for Back-Up Plan.
- Grant access and signature authority in separate Durable Limited Power of Attorney.
- Entrust power of attorney for safekeeping with spouse, loved one, friend, etc.
- Instruct them to deliver it to Back-Up Lawyer only upon occurrence of triggering event(s).
- Not giving full access right away, but only under certain circumstances, your close trusted non-attorney is still involved.
- BUT, risk of unilateral misuse or conversion of client funds by Back-Up Lawyer remains.

## The Back-Up Plan: Trust Account – Considerations, Issues and Access

- **OPTION 2:** Have *springing durable power of attorney* (like Option 1), BUT provide all of your law practice bank accounts *will require two (2) signatures* in order to write checks, transact any business, disburse funds, etc.
- Signatures could be Back-Up Attorney and trusted non-attorney.
- Can reduce risk of unilateral misuse or theft of client funds by Back-Up Attorney and keep trusted involved with shutting down your law practice.
- BUT, unanticipated issue, question, or additional step relating to account access may arise, impeding Back-Up Lawyer's ability to release trust funds.

## The Back-Up Plan: Trust Account – Considerations, Issues and Access

- **OPTION 3:** Arrange for *all firm bank accounts to require 2 signatures* for any checks written now and going forward **BEFORE occurrence of triggering event(s)**.
- Advantages: 1) Account access is already approved, in place and working; 2) Back-Up Lawyer becomes familiar with your accounts and practice; 3) Upon incapacity/death, Back-Up Lawyer and other signatory can release client trust funds immediately to the client; 4) better protects funds held in trust.
- BUT, materially changes and encumbers current running of your practice as you'll need a 2<sup>nd</sup> signature on every check drawn on your trust account.



## The Back-Up Plan: Trust Account – Considerations, Issues and Access

- *CHECK WITH YOUR BANK* to ensure it will accept and honor your Durable Limited POA providing access and signature authority on your accounts.
- Banks have their own particular policies and requirements regarding how and when they might permit third party access to funds they are holding for someone else.



## The Back-Up Plan: Informed Consent of Clients

- Confidential client information will be shared with your Back-Up Lawyer.
- Rule 1.6(a) (a) A lawyer shall not reveal information relating to the representation of a client *unless the client gives informed consent, the disclosure is impliedly authorized in order to carry out the representation* or the disclosure is permitted by paragraph (b)...[*Emphasis added*].
- Should obtain informed consent, in writing, from all clients regarding existence of your Back-Up Plan, your Back-Up Lawyer and sharing of client information reasonably necessary to carry out Back-Up Plan.
  - Send letter to current clients with active or inactive matters.
  - Should be done with every new client you accept going forward by including notice of the Back-Up Plan, etc., in all new engagement letters.

## The Back-Up Plan: Informed Consent of Clients

- Informed consent arguably may not be required since planning may be *impliedly authorized* in order for you to carry out at least part of the representation in the event of sudden incapacity/death.
- Rule 1.2 provides in part: (a) Subject to the provisions of Rule 1.16 and to paragraphs (c) and (d) of this Rule, a lawyer shall abide by a client's decisions concerning the objectives of representation, and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. *A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation...* [Emphasis added].
- (c) A lawyer *may limit the scope* of the representation if the limitation is *reasonable* under the circumstances and the *client gives informed consent...* [Emphasis added].
- Obtaining informed written consent in advance is best practice, and
  - May help to avoid problems for Back-Up Lawyer, e.g. client surprise.
  - Might give clients some reassurance (especially during pandemic).

## The Back-Up Plan: Informed Consent of Clients

- Rule 1.4 provides in pertinent part:
- (a) A lawyer shall: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules; (2) reasonably consult with the client *about the means by which the client's objectives are to be accomplished*; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and 5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law... [*Emphasis* added].

## The Back-Up Plan: Informed Consent of Clients

- Include in your legal services agreement a **limited scope representation clause expressly limiting the scope of the representation to be provided by the Back-Up Lawyer** to that of a “**temporary transitional lawyer**” for purposes of allowing time for client to find a new lawyer to take over client’s matter if Back-Up Plan is triggered.
- If Back-Up Lawyer and client choose to enter permanent lawyer-client relationship, they will sign a new contract, independent of Back-Up Plan and your original contract with client.
- Client signs/initials clause indicating their acknowledgment of same.

## The Back-Up Plan: Conflicts of Interest

- Conflict of interest may exist between Back-Up Lawyer and your clients (clients you have now and those acquired after executing Back-Up Plan Document).
- Identify all potential conflicts, ideally before engaging new client, i.e.
  - check if prospective client has any conflicts with your Back-Up Lawyer, or lawyers in his/her firm (Rule 1.10).
- If conflict exists, Back-Up Lawyer may not be able to talk to your client without violating ethics rules regarding conflicts of interest.



## The Back-Up Plan: Conflicts of Interest

- Rule 1.7 (a) Except as provided in paragraph (b), *a lawyer shall not represent a client if the representation involves a concurrent conflict of interest*. A concurrent conflict of interest exists if: (1) the representation of one client will be directly adverse to another client; or (2) there is a significant risk that the representation of one client will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer. [*Emphasis added*].
- Rule 1.7 (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), *a lawyer may represent a client if*: (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and (4) *each affected client gives informed consent, confirmed in writing...*[*Emphasis added*].



## The Back-Up Plan: Conflicts of Interest

- Rule 1.10 states in pertinent part: (a) *While lawyers are associated in a firm, none of them shall knowingly represent a client when any one of them practicing alone would be prohibited from doing so by Rules 1.7 or 1.9, unless the prohibition is based on a personal interest of the prohibited lawyer and does not present a significant risk of materially limiting the representation of the client by the remaining lawyers in the firm...[Emphasis added]...* (c) A disqualification prescribed by this rule *may be waived by the affected client* under the conditions stated in Rule 1.7...*[Emphasis added]*.

## The Back-Up Plan: Conflicts of Interest

- Any conflicts discovered should be specifically noted.
- If conflict can be properly waived, obtain informed consent confirmed in writing:
  - In your legal services agreement before representation begins, or
  - In written waiver document between client and Back-Up Lawyer.
- Consider declining representation of prospective client.
- Consider utilizing an alternate “Back-Up Lawyer” for this conflict.

## The Back-Up Plan: Compensation for Back-Up Lawyer

- Back-Up Lawyer is essentially an independent contractor who steps in, helps transition clients to new lawyers and closes your practice.
- Reasonable to expect Back-Up Lawyer will need to be compensated for these services.
- Fairness supports compensating Back-Up Lawyer given the risk and headaches associated with taking on your clients and law practice (and time spent away from his/her own practice).

## The Back-Up Plan: Compensation for Back-Up Lawyer

- Have fee discussions with your Back-Up Lawyer *early in the planning process*.
  - Can identify the potential amount of work and time involved.
  - Then discuss:
    - What a reasonable fee might be,
    - Structure compensation (i.e., reasonable “flat fee” or hourly rate),
    - What form it will take.
- Memorialize compensation details in the Back-Up Plan Document.

## The Back-Up Plan: Compensation for Back-Up Lawyer

- Ideally, Planning Lawyer will have set aside funds for this purpose.
- But may not be possible depending on your practice and cash flow.
- What are your options?



## The Back-Up Plan: Compensation for Back-Up Lawyer

### OPTION 1: Limited fee sharing arrangement with Back-Up Lawyer

- You and Back-Up Lawyer share legal fees earned from representation of your clients until they hire new lawyers (or their matters conclude).
- Limited in scope to your sudden, unexpected inability to continue practicing law due to triggering event.
  - You receive fee for services rendered up to time of your incapacity/death.
  - Back-Up Lawyer receives fee for services rendered from that point until client hires new lawyer.
- Depends on your type of practice, cases, clients, etc.
- BUT may not be realistic or fair to Back-Up Lawyer if clients quickly find new lawyers.

## The Back-Up Plan: Compensation for Back-Up Lawyer

(OPTION 1 continued)

- Consider Rule 1.5(e) when sharing fee with another lawyer who is not in the same firm: 1) the *client agrees in writing to the representation* by all of the lawyers involved, and *is advised in writing as to the share of the fee* that each lawyer will receive; 2) the total *fee is reasonable*; and 3) *each lawyer renders meaningful legal services* for the client in the matter. [*Emphasis added*].
- **Add limited scope representation clause** to your contract where client indicates acknowledgment and agreement that Back-Up Lawyer will share in the representation only if you are unable to proceed by virtue of an encounter with 1 of the “Seven D’s”, and Back-Up Lawyer will receive part of total fee in proportion to the meaningful legal services they provide client.

## The Back-Up Plan: Compensation for Back-Up Lawyer

### OPTION 2: Purchase small life insurance policy

- Direct use of policy proceeds to pay Back-Up Lawyer by:
  - Naming Back-Up Lawyer as beneficiary, or
  - Naming spouse, family member, loved one or trusted friend with explicit instructions to use policy proceeds to compensate Back-Up Lawyer.
- Similarly, adequate disability policy could be used to compensate Back-Up Lawyer in event of your illness or disability.

## 5. DEATH AND SURVIVABILITY

- Death is most serious of the “Seven D’s”.
- Plans you’ve put in place be affected if you don’t plan for death.
- Death of the principal terminates any mandate/agency granted during principal’s life, including any “durable” power of attorney. La. C.C. Art. 3024
  - “Durable” generally means agency only “remains in effect even in the event of the grantor’s incapacity and/or disability.”
- Comprehensive planning must address death and the survivability of your Back-Up Plan.
- This is especially important for sole practitioners because there’s generally no other lawyer available to step in.

## DEATH AND SURVIVABILITY

- Critical to prepare *an up-to-date Last Will and Testament* that:
  - Names an Executor/Succession Representative;
  - Empowers Executor/Succession Representative to assist with shutting down your law practice by engaging services of your Back-Up Lawyer.
  - References and incorporates *all terms and conditions* of your Back-Up Plan Document and Durable Limited POA for banking access into your will, indicating your express intent and desire to have those terms and conditions survive in the event of your death.



## 6. ACTIVATION OF THE BACK-UP PLAN

- Should triggering event occur activating your Back-Up Plan, Back-Up Lawyer will proceed with instructions stated in your Back-Up Plan Document, Limited Durable POA for banking access, Law Office Procedures Manual, and Last Will and Testament.
- Basic steps in the execution of the Back-Up Plan may include:
  1. Entering your/Planning Lawyer's law office and using the "Law Office Procedures Manual", equipment and supplies, as needed, to close your law practice expeditiously.
  2. Opening your mail and processing it.
  3. Taking possession and control of all property comprising your law office, including client files and records.

## ACTIVATION OF THE BACK-UP PLAN

4. Examining your calendar, client files and law office records, obtaining information about pending matters that may require attention, and prioritizing matters according to urgency and time constraints.
5. Notifying clients, potential clients and others who appear to be clients that your are no longer able to continue practicing law, that you have given advance authority to Back-Up Lawyer to close your law practice and communicate such notice, and that it's now in their best interests to obtain new legal counsel.
6. Copying the files of your clients so that original files may be properly surrendered to the appropriate clients or their new lawyers.
7. Obtaining client consent to transfer client files and client property to new lawyers.
8. Transferring client files and property to clients or their new lawyers.

## ACTIVATION OF THE BACK-UP PLAN

9. Obtaining client consent to obtain extensions of time/continuances and contacting opposing counsel, courts, administrative bodies and others to obtain extensions of time/continuances.
10. Applying for extensions of time/continuances pending employment of new counsel by clients.
11. Filing notices, motions and/or pleadings on behalf of your clients when their interests must be immediately protected and new legal counsel has not yet been retained.
12. Contacting all appropriate persons and entities who may be affected and informing them that you have given this authorization.
13. Arranging for transfer, storage, electronic scanning and/or appropriate destruction of closed files.

## ACTIVATION OF THE BACK-UP PLAN

14. Winding down the financial affairs of your law practice, including, but not limited to, providing to your clients a final accounting and statement of legal services rendered by you, return of client funds, billing/collection of unpaid fees, costs and expenses on behalf of you and/or your estate, and closure of business accounts when appropriate.
15. Arranging for an appraisal of your law practice for the purpose of selling those assets and for the benefit of your estate.
16. And any/all other tasks, duties, responsibilities or acts which may be reasonable in closing your law practice.

## FINAL THOUGHTS

- IMPORTANT to consider and plan for the “Seven D’s”.
- NOW is the time to create a Back-Up Plan.
- CHOOSE your Back-Up Lawyer(s) carefully and WISELY.
- Be mindful of ETHICS RULES.
- TALK with your Back-Up Lawyer and trusted non-lawyer.
- REVIEW Back-Up Plan documents with them, make sure they KNOW WHERE to find items in your law office and home office.
- DOCUMENT, document, document...
- Keep Back-Up Plan documents in a SAFE PLACE and ACCESSIBLE in the event they’re needed.
- Planning requires WORK, TIME, PATIENCE and DILIGENCE. But the PEACE OF MIND makes the effort worthwhile.