

**TBA HANDBOOK:
MATERIALS AND FORMS
RELATING TO
PLANNING/PROVIDING FOR AN
ORDERLY TRANSITION BEFORE
SUDDEN DEATH, DISABILITY, OR
INCAPACITY ARISES**

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**TENNESSEE CHECKLIST FOR LAWYERS:
PLANNING/PROVIDING FOR AN ORDERLY TRANSITION BEFORE
SUDDEN DEATH, DISABILITY, OR INCAPACITY ARISES**

1. Locate another attorney who is willing to take over and close your practice (“Receiver Attorney”). Execute a written agreement with that attorney that sets out the expected and understood responsibilities being agreed to by the Receiver Attorney. Ideally, this agreement should also address issues of conflict of interest and what, if any, information sharing will happen going forward in order to try to reduce any conflicts of interest that may arise for the Receiver Attorney.
2. Add language to any written engagement agreements or retainer agreement you use that let your clients know that you have arrangements in place for a Receiver Attorney to step in and communicate with them in connection with closing your office and protecting their interests in the event of your sudden death, disability, or incapacity.
3. Pay particular attention to what you may need to know to satisfy your bank in terms of forms and authorizations so that the Receiving Attorney will be recognized, when needed, as an authorized signatory for purposes of your operating account and trust accounts in the event of your sudden death, disability, or incapacity.
4. Familiarize the Receiving Attorney with your office systems and even perhaps arrange for the Receiving Attorney to be introduced to your staff and establish a plan for contact with the Receiving Attorney in the event of an emergency.
5. Along those lines, if you do not already have such a document, consider creating a manual that would detail your office procedures, including information about the software programs used, billing and accounting systems, your filing and calendaring systems, file storage arrangements, telephone system operations, computer (and online account) password information, and bank account locations and information.
6. Make sure those individuals who would be handling your estate on your death, whether that is your spouse, your personal representative, or anyone else are aware of the existence of the agreement with the Receiver Attorney and how to contact them.
7. Communicate with your professional liability insurance carrier and make them aware of the information they may desire regarding your arrangements with the Receiver Attorney.

AGREEMENT REGARDING SERVICE AS RECEIVER ATTORNEY

This Agreement is entered into by _____ (“Attorney”) and
_____ (“Receiver Attorney”) on this the ____ day of _____, 20__.

WITNESSETH:

WHEREAS, Attorney is a solo practitioner, licensed to practice law in the State of Tennessee but has no partner, associate, executor or other appropriate successor or representative who would be capable and available to handle the transition of Attorney’s practice and closing of Attorney’s law office in the event of Attorney’s sudden death, disability, or incapacity;

WHEREAS, Attorney seeks to take what steps can practically be taken to protect the legal interests of Attorney’s clients, including the advance designation of someone to serve as Attorney’s receiver or successor attorney as provided by Tenn. Sup. Ct. R. 9, § 29.9, in the event Attorney is suddenly rendered unable to practice law through death, disability, or incapacity; and

WHEREAS, Receiver Attorney likewise understands the need for such arrangements and is willing, upon the terms set out below, to be designated in advance pursuant to Tenn. Sup. Ct. R. 9, § 29.9 as the person who will serve as Receiver Attorney for Attorney in the event of Attorney’s sudden death, disability, or incapacity.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Attorney and Receiver Attorney execute this agreement upon the following terms and conditions:

I. Purpose of Agreement. Attorney and Receiver Attorney enter into this Agreement for the purpose of protecting the legal interests of Attorney’s clients in the event Attorney becomes unable to continue Attorney’s law practice because of death, disability, or incapacity. This Agreement is intended by Attorney and Receiver Attorney to satisfy the requirements of Tenn. Sup. Ct. R. 9, § 29.9.

II. Eligibility for the Appointment of a Receiver Attorney. Given the purpose of this Agreement, the duties and obligations of Receiver Attorney set forth in the sections below do not arise until such time as an event sufficient to cause Attorney to qualify as an “affected attorney” under Tenn. Sup. Ct. R. 9, § 29.2 has occurred. Attorney and Receiver Attorney hereby agree, however, that only the following such possible events shall trigger the Receiver Attorney’s duties: the Attorney has died, become disabled, or become incapacitated. Receiver Attorney is, however, imbued with authority under this Agreement to make a determination regarding whether such an event has occurred. In making a determination whether Attorney has died, become disabled, or become incapacitated, Receiver Attorney may act upon such evidence as Receiver Attorney shall deem reasonably reliable, including but not limited to communications with 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 Attorney’s disability or incapacity has terminated. Attorney agrees that

Receiver Attorney shall have no liability to Attorney for acting in good faith upon such evidence in determining a Triggering Event has occurred.

III. Transition of Attorney's Practice and Closing of Attorney's Law Office. Attorney hereby provides advance authorization to Receiver Attorney, upon the happening of one of the trigger events causing Attorney to be an "affected attorney" as described above to take all actions necessary to continue to operate Attorney's practice for the purposes of transitioning the clients of that practice to other attorneys and selling Attorney's law practice or closing Attorney's law office. Attorney hereby authorizes Receiver Attorney to perform each and every action that a receiver attorney appointed by a Court under Tenn. Sup. Ct. R. 9, § 29.3 would be authorized to do, including:

A. taking custody of the files, records, bank accounts, and other property of Attorney's law practice;

B. review of those files and other papers to identify any pending matters

C. notifying all clients represented by Attorney in pending matters that Attorney is no longer capable of practicing law, that Receiver Attorney has agreed pursuant to contract to serve as Receiver Attorney during this transition period, and suggesting that the clients need to begin to consider securing replacement counsel;

D. notifying all courts and counsel involved in any pending matters, to the extent they can be reasonably identified, that Attorney is no longer capable of practicing law and that Receiver Attorney has agreed pursuant to contract to serve as Receiver Attorney during this transition period;

E. take custody of, act as signatory on, and take all appropriate actions with respect to Attorney's bank accounts, investment accounts, safety deposit boxes, or other depositories maintained by Attorney in connection with Attorney's law practice, including trust accounts, escrow accounts, payroll accounts, IOLTA accounts, operating accounts; and

F. delivering the files, money, and other property belonging to clients of Attorney pursuant to the clients' directions, including the disbursement of funds from banking accounts identified above, subject to the right to retain copies of such files or to assert a lien against such files, money, or other property if fees or disbursements for past services rendered are owed to the Attorney by the client.

In addition to the actions set forth above, Attorney also authorizes Receiver Attorney to perform actions reasonably related to performance of the duties of Receiver Attorney set forth above or that are otherwise steps as seem indicated to protect the interests of Attorney's clients, the public, or (to the extent possible and not inconsistent with protecting Attorney's clients) to protect the Attorney as authorized by Tenn. Sup. Ct. R. 9, § 29.3, including:

G. entry into Attorney's office and use of Attorney's equipment and supplies as needed to perform Receiver Attorney's duties;

H. opening and processing mail received at Attorney's office;

I. filing notices, motions, and pleadings on behalf of those clients of Attorney whose interests must be immediately protected and for whom new legal counsel has not yet been obtained;

J. arranging for transfer and storage of closed files;

K. collection of fees owed to Attorney on Attorney's behalf, payment of business expenses of the Attorney's practice, and closing Attorney's business accounts if appropriate;

L. contacting and communicating with Attorney's malpractice or lawyer's professional liability carrier concerning any claims or potential claims of Attorney's clients; and

M. advertising Attorney's law practice for sale.

IV. Compensation for Receiver Attorney's Services. Attorney agrees to pay Receiver Attorney a reasonable sum for services rendered by Receiver Attorney while transitioning Attorney's practice and closing Attorney's law office. Receiver Attorney agrees to keep accurate time records for the purpose of determining amounts due for services rendered. In the event that Receiver Attorney undertakes an effort to purchase the Attorney's law practice pursuant to Tenn. Sup. Ct. R. 8, RPC 1.17, then the compensation otherwise due Receiver Attorney for services should be used as an offset to reduce the total purchase price otherwise required for purchase of the Attorney's practice.

V. Preserving Confidentiality and the Attorney-Client Privilege. Consistent with Tenn. Sup. Ct. R. 9, § 29.4, even though no attorney-client relationship is being created under this Agreement between Attorney's clients and Receiver Attorney, Receiver Attorney agrees to be governed by Tenn. Sup. Ct. R. 8, RPC 1.6 with respect to all information contained in the files of Attorney's clients and any information related to the matters in which clients were being represented by Attorney and to treat all communications from Attorney's clients to Receiver Attorney as attorney-client privileged to the same extent they would be if Receiver Attorney were actually representing Attorney's clients.

VI. Providing Legal Services. In providing the services set forth above, Receiver Attorney shall not be deemed to be providing legal services to Attorney's clients and shall clearly indicate in any court filings or correspondence that Receiver Attorney is acting in the capacity of Receiver Attorney for Attorney. Receiver Attorney cannot undertake to represent any client of Attorney in a matter in which the client was being represented by Attorney unless: (1) Receiver Attorney obtains the informed written consent of the Attorney's client in a form which communicates that client is under no present obligation to hire Receiver Attorney and upon terms which would otherwise comply with Tenn. Sup. Ct. R. 8, RPC 1.7(b); or (2) Receiver Attorney is the successful purchaser of Attorney's law practice in compliance with Tenn. Sup. Ct. R. 9, RPC 1.17.

VII. Conflicts of Interest. As part of the process of taking custody of and reviewing files, Receiver Attorney agrees to promptly run conflicts checks as to each of Attorney's files and, in the event of a conflict of interest on the part of Receiver Attorney, to communicate with Attorney's client only to indicate how Receiver Attorney has come to be involved with assisting Attorney and to notify Attorney's client that a conflict prevents Receiver Attorney from being of any assistance other than to make arrangements to return their files to them.

VIII. Indemnification. Attorney agrees to indemnify and hold harmless Receiver Attorney against any claims, loss, or damage arising out of any acts or omissions by Receiver Attorney under this Agreement, provided the acts or omissions of Receiver Attorney were made in good faith in connection with pursuit of the duties and obligations under this Agreement and were made in a manner reasonably believed to be in the best interest of Attorney or Attorney's clients or both. Attorney's agreement to indemnify and hold harmless Receiver Attorney does not extend to any conduct constituting gross negligence or willful misconduct.

IX. Option to Purchase Practice. Receiver Attorney shall have the first option to purchase Attorney's law practice in compliance with Tenn. Sup. Ct. R. 8, RPC 1.17 and under such terms as are acceptable to Attorney's Executor, Personal Representative or next of kin if the Triggering Event was Attorney's death, or to Attorney's guardian or conservator if the Triggering Event was Attorney's disability or sudden incapacity.

X. Termination. This Agreement shall terminate upon: (1) delivery of written notice of termination by Attorney to Receiver Attorney during any time that Attorney is not under disability or incapacitated as established under Section II of this Agreement; (2) delivery of a court order, pursuant to Tenn. Sup. Ct. R. 9, §§ 29.3 & 29.9, appointing another attorney as Receiver Attorney upon a showing of good cause; or (3) delivery of a written notice of termination given by Receiver Attorney to Attorney prior to the occurrence of any Triggering Event.

[signatures on next page]

ATTORNEY

Date: _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) / to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their own free act and deed.

Witness my hand and official seal at office in the aforesaid county, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

RECEIVER ATTORNEY

Date: _____

STATE OF TENNESSEE
COUNTY OF _____

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) / to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their own free act and deed.

Witness my hand and official seal at office in the aforesaid county, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

CONDITIONAL DURABLE POWER OF ATTORNEY

STATE OF TENNESSEE)
COUNTY OF _____)

Know all men by these presents that I, *[Attorney]* do hereby make and appoint *[Receiver Attorney]* my true and lawful Attorney-in-Fact for me in my name, place, and stead on behalf of me for my use and benefit upon the following terms and conditions and do hereby revoke all previous powers of attorney which I may have executed. **THIS POWER OF ATTORNEY SHALL ONLY BECOME EFFECTIVE UPON MY INCAPACITY OR A DISABILITY THAT RENDERS ME INCAPABLE OF CONTINUING TO PRACTICE LAW.**

I have executed an Authorization for Release of Medical Information on this same date as well which authorizes my health care providers to disclose to my Attorney-in-Fact any pertinent individually identifiable health information, including my protected health information which may be necessary to determine whether or not I am disabled or incapacitated so as to be no longer able to continue to practice law and to obtain a certification from a physician to that effect.

1. Authorization to Act. My Attorney-in-Fact is hereby authorized for me and in my name, place, and stead and on my behalf and for my use and benefit to do all of the acts and activities required of a Receiver Attorney as described specifically in the Agreement Regarding Service As Receiver Attorney dated _____, 20__.

2. Further Authority. I grant to said Attorney-in-Fact full power and authority to do, take, and perform all and every act and thing whatsoever required, proper, and necessary to be done, in the exercise of any of the rights and powers herein granted to the same extent that I could do if personally present with full power of substitution or revocation.

3. Ratification of Acts. I hereby ratify and confirm all and every act that my Attorney-in-Fact shall do or cause to be done by virtue of this appointment as Attorney-in-Fact and all documents of any kind executed or delivered by my Attorney-in-Fact shall bind me and my heirs, distributes, legal representatives, successors, and assigns.

4. Durable Power of Attorney. The rights, powers, and authority of my said Attorney-in-Fact granted in this document shall commence and be in full force and effect only upon my becoming incapacitated or disabled so as to be incapable of continuing to practice law, and remain effective only during such disability or incapacity on my part, whether or not the same shall be adjudicated in any court, it being my intent that the authorizations and powers granted in this document shall become effective and remain exercisable only during any such occurrence. Pursuant to Tenn. Code Ann. §§ 34-6-101 *et seq.*, this Conditional Durable Power of Attorney, unless otherwise specifically rescinded or revoked by me, shall remain in full force and effect and shall not be revoked by operation of law in the event of such incompetence or incapacity.

5. Inducement. For the purpose of inducing any bank, broker, custodian, insurer, lender, transfer agent, or other party to act in accordance with the powers granted in this Conditional Durable Power of Attorney, I hereby represent, warrant, and agree that if this Conditional Durable Power of Attorney is terminated for any reason whatsoever, my heirs, distributes, legal representatives, successors, and assigns will hold such party or parties harmless from any loss suffered or liability incurred by such party or parties in acting in accordance with this Conditional Durable Power of Attorney prior to such party's receipt of written notice of any such termination. Any party may rely upon an affidavit executed by my Attorney-in-Fact stating that s/he does not have actual knowledge of the termination of the power by revocation or by my death. All multiple counterpart originals shall have equal force and effect, and any party may rely upon a photocopy of this power without production of the original.

6. Exculpation. Under no circumstances shall my Attorney-in-Fact named herein incur any liability to the principal for acting or refraining from acting hereunder, except for such Attorney-in-Fact's own willful misconduct or gross negligence.

7. Governing Law. This Conditional Durable Power of Attorney shall be governed by the laws of the State of Tennessee in all respects, including its validity, construction, interpretation, and termination. Should any provisions herein be held invalid, such invalidity shall not affect the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto affixed my signature this ____ day of _____, 20__.

[Attorney]

Witness

Witness

Witness

STATE OF TENNESSEE)
COUNTY OF _____)

Before me, the undersigned a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared *[Attorney]* and *[Witness 1]*, *[Witness 2]*, and *[Witness 3]* as witnesses, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their own free act and deed.

Witness my hand and official seal at office in the aforesaid county, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

I, ***[Attorney]***, execute this Authorization for Release of Medical Information (“Authorization”) for the purpose of authorizing the person designated herein to receive certain medical information about me.

1. **Release of Information.** As to the person authorized and designated in this Authorization, they shall have the same right as me to receive information regarding any proposed health care, and to receive and review my medical records, and to consent to the disclosure of my medical records to others. Specifically, I intend, by executing this Authorization, and pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), 42 U.S.C. § 1320d and 45 C.F.R. §§ 160 & 164, to authorize any physician, clinic, hospital, health plan, pharmacy, health care clearinghouse, laboratory, or other health care provider or covered entity (as those terms are defined in 45 C.F.R. § 160.103) to give, disclose, and release any and all individually identifiable health information of mine, regardless of whether it is protected health information, including psychotherapy notes, to the designated person identified herein. Such information may be disclosed to such person verbally, as well as by electronic transmission, mail, or facsimile transmission. Additionally, the person designated in this Authorization shall be entitled to inspect and copy the specific information disclosed to them pursuant to this Authorization. I fully understand that information disclosed under this Authorization may be subject to redisclosure by the person designated herein and no longer protected by HIPAA or specifically the privacy rules of 45 C.F.R. §164.

2. **Use of Information.** Any information disclosed to the person designated herein may be used for any purpose, including but not limited to determining whether or not I am so disabled or incapacitated so as to be unable to continue to practice law and for obtaining a certification from a physician to that effect.

3. **Designation.** The following person is authorized to receive the information described in the Authorization: ***[Receiver Attorney]***

4. **Revocation.** This Authorization shall be valid until revoked by me in a writing that makes specific reference to this Authorization. Any such written revocation shall qualify as an “expiration event” for the purposes of HIPAA. No revocation of this Authorization shall be effective to prevent disclosure of records or communication until it is received by the person, persons, or entity otherwise authorized to disclose such records or communications.

5. **Reliance.** Any party may rely on a copy of this Authorization.

6. **Expiration.** This Authorization shall expire thirty (30) days after my death unless validly revoked prior to that date.

[signatures on following page]

IN WITNESS WHEREOF, I have duly executed this Authorization for Release of Medical Information on this ____ day of _____, 20__.

[Attorney]

Social Security Number

We, the undersigned, attest that we witnessed the signing of this document by *[Attorney]* on the date stated above.

Witness:

Signature

Print Name

Witness:

Signature

Print Name

STATE OF TENNESSEE)
COUNTY OF _____)

Before me, the undersigned a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared *[Attorney]*, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged that s/he executed the written instrument for the purposes set forth therein.

Witness my hand and official seal at office in the aforesaid county, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

SAMPLE CLAUSE FOR USE IN ENGAGEMENT LETTERS/CLIENT CONTRACTS

I do want to let you know that, as part of my recognition of my professional responsibilities and the importance of my clients' matters, I have made arrangements with another attorney to assist in the event of my unexpected death, disability, or incapacity. I have entered into a Receiver Attorney agreement with _____ who has agreed to take on certain duties and responsibilities regarding transitioning my law practice in the event of my sudden death, disability, or incapacity. Although I certainly hope it does not come to pass, in the event such circumstances come to pass, my office staff or _____ will contact you and provide you with information about how to proceed.

FORM LETTER FOR SENDING TO ATTORNEY'S CLIENTS

[Client name]

[Address]

[Re: Name of case or matter]

I regret to inform you that Attorney has ***[passed away/become disabled/become incapacitated]*** and is no longer able to continue to practice law. I have agreed to assist Attorney by serving as a Receiver Attorney to transition Attorney's practice and close Attorney's law office. One of my very first tasks in this role was to review Attorney's open files to determine the status and take what steps I can to attempt to protect the interests of Attorney's clients. Although as Receiver Attorney I am authorized to do certain things, you would be well advised to begin taking steps to hire a new attorney so that all of your legal rights can be preserved.

You will need a copy of file for either your own use or the use of 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, signed by you, to us, and we will release the file as instructed. If you prefer, you can come to ***[office address or address of other location offered for file pickup]*** and pick up a copy of your file so that you can personally 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 can be preserved by someone who can serve as your attorney.

At present, I am only communicating with you as the Receiver Attorney but please understand that, by my contract with Attorney, I have agreed to protect the confidentiality of the information regarding your matter. As of now, I am not serving as your lawyer and do not represent you in this matter. It is possible that I may be able to represent you in connection with your matter if you so desire but you are under no obligation to have me represent you or even to discuss potential representation with me as you have the right to select and hire any Tennessee attorney you wish. Regardless, you will need to retain the services of another attorney to represent you in connection with your legal matter[s] or handle the matter on your own as a *pro se* party.

[If client also has closed files] Your closed files will be stored at ***[location]***. ***[Or, could substitute statement – "We also have one or more closed files belonging to you in our possession. Please also make arrangements to retrieve those closed files as well.]***

In a few weeks, I will be sending you a final accounting report with respect to Attorney's representation of you. This report will include information about your outstanding balance (if any) owed to Attorney for services rendered before the cessation of Attorney's ability to practice, and an accounting of any funds that were held in trust on your behalf (if any). In the event that Attorney was holding funds for you in trust over and above any amount you owed to Attorney,

this form will be accompanied by an indication of that balance and a request for direction as to whom to make out a check to return such funds to you.

Because I know that Attorney would say so if Attorney were able, please allow me to thank you for having put your trust and confidence in Attorney. If you have any additional concerns or questions about any aspect of this letter, please do not hesitate to contact me.

CLIENT'S REQUEST FOR FILE

I hereby direct that _____, as Receiver Attorney for Attorney _____ provide me with a copy of my file presently in possession of Attorney. Please send the file to the following address:

[client address]

Client Name

Date

CLIENT'S AUTHORIZATION FOR TRANSFER OF CLIENT FILE

I hereby authorize _____, as Receiver Attorney for Attorney _____ to deliver a copy of my file presently in possession of Attorney to my new counsel at the following address:

[new lawyer's name and office address]

Client Name

Date

CLIENT'S ACKNOWLEDGEMENT OF RECEIPT OF FILE

I hereby acknowledge that I have (or my new lawyer has) received a copy of my file from
Receiver Attorney _____ and Attorney _____.

Client Name

Date

FINANCIAL PLANNING FOR THE CLOSING OR TRANSITION OF YOUR LAW OFFICE

Receiver Attorneys who assist in transitioning your clients or closing your law practice after your death, sudden disability, or sudden incapacity need there to be available funds for a number of purposes to pay for items needed in the closing process and, of course, to compensate them for their time and service. Attorneys should do their best to make arrangements in advance for such needs. Attorneys also should plan to make funds available as working capital to pay staff, rent, utilities as well to insure the orderly transition and closing of their office after they are no longer able to practice law.

When Attorneys fail to do this, they will put the Receiver Attorney in the position of having to seek to have their fees and other expenses paid from the Attorney's Estate if there is one which may cause unnecessary conflicts to arise and burdens imposed. Receiver Attorneys and Attorney's staff should not have to worry about their compensation while being asked to assist the Attorney, the Attorney's Estate or family member by transitioning and closing the Attorney's practice and office.

Some Suggested Methods of Funding the Transition and Closing of Your Office:

1. Establish an Office Closing Fund in a separate bank account in an amount projected to be sufficient to cover 2 months of operating expenses for your office. Have your designated Receiver Attorney listed as an authorized signatory for this separate bank account.
2. Take out a small life insurance policy of \$10,000 to \$25,000 on your life and amend your will to designate that these funds are to be used for the purposes of funding the orderly closing of your office and direct your Personal Representative or Executor accordingly.
3. If your law practice is organized as a professional limited liability company, professional corporation, or other business entity and leave a bequest in your will to the entity with directions that the funds be made immediately available to the Receiver Attorney to pay the costs and expenses of closing your law office.
4. Have your business entity purchase a life insurance policy on your life that names the entity as the beneficiary. Again, including directions/instructions in your will regarding the use to which the funds are to be put.

If funds are available to compensate those involved in doing the work, then the Receiver Attorney and your staff should be much better positioned to pull your files together, notify clients and opposing attorneys, collect accounts receivable, prepare motions and notices to courts and otherwise efficiently, and expeditiously, complete the transition of your practice and closing off your office.

SAMPLE WILL PROVISION

With respect to my law practice, my personal representative/executor is expressly authorized and directed to carry out the terms of the Agreement to Provide Receiver Attorney Services I have made with Receiver Attorney on _____, ____; if that agreement is no longer in effect at the time of my death, my personal representative/executor is authorized to pursue the filing of a petition for the appointment of a receiver attorney pursuant to Tenn. Sup. Ct. R. 9, § 29.2 as necessary

COURT CASE CAPTION

MOTION FOR EXTENSION OF TIME EQUIVALENT TO THAT
PROVIDED BY TENN. SUP. CT. R. 9, SECTION 29.10

Comes now, Receiver Attorney, and files this motion to request the Court enter an extension of time in this matter that would be co-extensive with the extension of deadlines provided automatically in Tenn. Sup. Ct. R. 9, Section 29.10. As grounds for this motion, Receiver Attorney states as follows:

Pursuant to contract, Attorney and Receiver Attorney agreed that in the event of Attorney's death, sudden disability, or sudden incapacity that Receiver Attorney would serve as Receiver Attorney and would be authorized to take all actions necessary to continue to operate Attorney's practice for the purposes of transitioning the clients of that practice to other attorneys and selling Attorney's law practice or closing Attorney's law office. Attorney hereby authorizes Receiver Attorney to perform each and every action that a receiver attorney appointed by a Court under Tenn. Sup. Ct. R. 9, § 29.3 would be authorized to do. On _____, Attorney ***[passed away or became disabled or incapacitated]***.

Tenn. Sup. Ct. R. 9, §29.10 provides that if a Court has to enter an order appointing a receiver attorney then:

any applicable statute of limitations, deadline, time limit, or return date for a filing as it relates to the clients of the affected attorney shall be tolled during the period from the date of the filing of the complaint for the appointment of a receiver attorney until the first regular business day that is not less than sixty (60) days after the date of the entry of the order appointing the receiver attorney, if it would otherwise expire before the extended dates.

Tenn. Sup. Ct. R. 9, §29.9 provides for the ability to designate someone in advance to serve as a receiver attorney as Attorney did here and evidences a public policy in favor of such advance designations. If Attorney instead had been less diligent in planning ahead and left it to others to file a petition with the Court and force the Court to name a receiver attorney, Section 29.10 of Rule 9 would have caused an extension of deadlines and time periods automatically.

Consistent with the public policy in favor of advance designations in circumstances such as these, Receiver Attorney, on behalf of Attorney's client, now moves the Court for an order giving the same extension of deadlines in this case as would have been in effect under Section 29.10 of Rule 9.