

**LIMITED POWER OF ATTORNEY TO MANAGE
LAW PRACTICE AT A FUTURE DATE**

I, _____ (Name of Principal), an attorney licensed and in good standing to practice law in the State of Georgia with offices located at _____, do hereby appoint _____ (Name of Agent), an attorney licensed and in good standing to practice law in the State of Georgia with offices located at _____, as my Agent and attorney-in-fact to act for me in my name and on my behalf as hereinafter provided. This Limited Power of Attorney shall become and remain effective, however, only upon and during managing my incapacity by reason of my disappearance, disability, or other disability, or other inability to act which renders me incapable of managing my law practice or representing my clients in a competent manner. Determination of my incapacity shall be made by me or written certification by:

- (i) a physician duly licensed to practice medicine who has treated me within one (1) year preceding the date of such certification [or consider two physicians]:

or

- (ii) my Agent, who shall base his finding on reliable resources, including one or more members of my immediate family, a written opinion of one or more licensed physicians who diagnosed or treated me within one (1) year preceding the date of my incapacity, or my law firm colleagues and/or my office staff with whom I maintained a close and continuous relationship during the period immediately preceding my incapacity.

or

- (iii) [name and address of other person(s) and statement of conditions, if any].

As part of the process in determining whether I am incapable of managing my law practice or representing my clients in a competent manner, all individually identifiable health information and medical records may be released to my Agent even though such Agent's appointment has not yet become effective [or, if the Planning Attorney has selected a person other than the Agent to make the determination of incapacity, insert such other person's name]. This release and authorization applies to any information governed by the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) 42 U.S.C. § 201 et seq. 45 C.F.R. § 160-164.¹

I hereby appoint my Agent, for the sole and limited purpose and in my name and stead, to conduct all matters and manage my property, whether real or personal, related to or associated

¹ To ensure compliance with HIPAA, the Planning Attorney should also sign two (2) written authorizations, one to his health care provider, and the second with the provider line blank, identifying Agent or other party who will be making the decision that the principal is incapable of managing his law practice. See HIPAA release form.

with my law practice in any way wherein I might act if I were present and both capable and competent, to the extent I am permitted by law to act through such an agent. These powers shall include not be limited to, the following.²

- (a) **Access to my Office.** To enter my office, take possession, custody and control of all my office property, real and personal, including client files, office equipment, supplies and records, and to use such property to service my clients or manage and/or close my law practice;
- (b) **Designation as Signatory on Financial Accounts.** To replace me as signatory on all my law office accounts with any bank or financial institution, including limitation attorney trust, escrow or special accounts and checking or savings accounts, and my banks or financial institutions shall rely upon this authorization unless they have received notice or have knowledge that this instrument has been revoked or is no longer in effect;
- (c) **Opening of Mail and/or Email.** To receive, sign for and open and review my mail and email, and to process and respond to same as necessary.
- (d) **Access to and Inventory/Examination of Files.** To enter any storage location where I maintain my files (whether in my office or off site), inventory and examine all my client case files, property and records and, should he identify a conflict of interest concerning a specific client, obtain consent of such client to transfer his files to my Successor Agent name herein or to such other attorney;
- (e) **Notification to Clients.** To notify my clients, potential clients and those who appear to be my clients of my inability to act, and to take whatever action he may deem necessary or appropriate to protect the interests of such persons or entities, including advising them to obtain substitute counsel.
- (f) **Transfer of Files.** To safeguard and return my clients' files upon request or as otherwise may be appropriate, or to obtain consent from them to transfer their files to new counsel, all upon written acknowledgment of receipt and acceptance thereof;
- (g) **Storage of Files and Records.** To arrange for the storage of those of my closed and unclaimed files and records required to be preserved pursuant to Rule 1.15 (I)(a).
- (h) **Transfer of Property and Original Documents.** To transfer to my clients where appropriate, or to their designees, all their property and original documents, including wills, trusts and deeds;
- (i) **Access to Safe Deposit Box.** To open my safe deposit box used for my law practice, to inventory same, and arrange for the return of any property contained therein to my clients.

² Please note that the powers described in this sample Power of Attorney are broad and should be tailored to the Principal's preferences.

- (j) **Notification to Courts and Others.** To advise all appropriate courts, agencies, opposing and other counsel, professional membership organizations such as the State Bar of Georgia and/or local bar association, the Office of Court Administration, and other appropriate individuals, organizations or entities, of my inability to act and of my Agent's authority to act on my behalf;
- (k) **Extensions of Time.** To obtain consent from my clients for extensions of time, contact opposing counsel and courts/administrative agencies to obtain extensions of time, and apply for such extensions, if necessary, pending my clients' retention of new counsel;
- (l) **Litigation.** To file pleadings, motions and other documents, appear before courts, at administrative hearings, offices and agencies, and take any and all other steps necessary to protect my clients' interests until their retention of new counsel;
- (m) **Collection of Fees and Return of Client Funds.** To dispatch invoices for my unbilled work, collect fees and accounts receivable on my behalf, or submit to arbitration or mediation all fees, claims, or disputes relating to the collection of any accounts receivable, to prepare accountings of clients on retainer, to return client funds where appropriate, prepare an accounting of client escrow accounts and arrange for transfer of escrow funds, including obtaining consent to transfer such funds to new counsel or to my clients as appropriate;
- (n) **Payment of Business Expenses and Creditors.** To pay my business expenses, including office rent, rent for leased equipment, library expenses, salaries to employees or other personnel, and determine the nature and amount of all claims of creditors, including my clients, and pay or settle all such claims or accounts;
- (o) **Personnel.** To continue to employ such of my office staff as may be necessary to assist my Agent in the performance of his duties and to compensate them therefor; or terminate such employees or other personnel, or employ such assistants, agents, accountants, attorneys or others as may be appropriate;
- (p) **Termination of Obligations.** To terminate or cancel my business obligations, including office and equipment leases, whether substantial or de minimis;
- (q) **Insurance.** To purchase, renew, maintain, cancel, make claims for or collect benefits under any fire, casualty, professional liability insurance, or other office insurance and notify as appropriate all professional liability insurance carriers of my disability, incapacity or other inability to act, and cooperate with such insurance carriers regarding matters related to my coverage, including the addition of Agent as an insured under any such policies;
- (r) **Taxes.** To prepare, execute and file income, information or other tax returns, reports or other forms and act on my behalf in dealing with the Internal Revenue Service,

the Georgia Department of Revenue, or any other federal, state and local tax departments, agents or authorities;

(s) **Disposition of Debts and Claims.** To prosecute, settle, defend, compromise, or submit to arbitration or mediation all debts, taxes, accounts, claims, or disputes involving my law practice or any person or entity;

(t) **Attorney as Fiduciary.** To resign any position which I hold as a trustee or fiduciary and notify all other affected trustees or fiduciaries and beneficiaries thereof, and whenever appropriate apply to any court of competent jurisdiction for the appointment of a successor fiduciary, and account for the assets, income and disbursements attendant upon each such resigned trustee or fiduciary appointment;

(u) **Power of Sale and Disposition.** To sell or otherwise arrange for the sale or other disposition of my office furniture, books or other office property; and

(v) **Representation of My Clients.** To provide legal services to my clients, provided that my Agent has no conflict of interest, obtains the consent of my clients, and does not engage in conduct that violates the Georgia Bar Rules of Professional Conduct. If my clients engage my Agent to perform legal services, he shall have the right to compensation for such services.

I hereby reserve the right to revoke this Limited Power of Attorney by written instrument, which shall not affect the validity of any actions taken by my Agent prior to any such revocation.

To induce third parties to act hereunder, I hereby agree that any third party receiving a duly executed original copy of this instrument, or a copy certified in such manner as to make it valid and effective as provided by law; may act hereunder, and that the revocation or termination of this instrument shall be ineffective as to any such third party unless or until such third party has knowledge or receives notice of such revocation or termination I hereby agree to indemnify and hold harmless any such third party against any claim(s) that may arise against such third party by reason of such party having relied upon the provisions of this instrument.

If _____ (name of Agent) is unable or unwilling to serve as my Agent hereunder, or no longer practices law, I hereby appoint _____ (name of Successor Agent), an attorney licensed and in good standing to practice law in the State of Georgia with offices located at _____, to be my Agent for the limited purposes set forth herein.

This Limited Power of Attorney shall not be affected by my subsequent disability or incapacity, and shall be governed in all aspects by the laws of the State of Georgia.

(Name of Principal)

(Insert Contact Information)

STATE OF GEORGIA)
)ss.:
COUNTY OF)

On this day of _____, 20 _____, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Notary Public