

Law Offices of
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ESTATE PLANNING • INHERITANCE PROTECTION

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Estate Settlement Engagement Letter

I appreciate your decision to retain me for legal counsel. I look forward to helping you through the process of settling an estate. Pursuant to the Arizona State Bar's Rules for Professional Conduct, and because I think it is in your best interest, it is my regular practice to give this letter to each client.

1. Nature of Representation

The legal services that I will provide are limited strictly to estate settlement matters. Please note that I do not specialize in litigation. I accept this project assuming that no litigation is necessary to complete it. However, if litigation is commenced in regards to this estate, then I will help you locate a litigation lawyer when needed.

2. My Duty to Preserve Your Confidential Information

I will always seek to maintain the privacy of your personal information. However, unless you instruct me otherwise, I may share your personal information with other advisors (such as your accountant, trust officer, financial advisor, another lawyer, private fiduciary, or the person you named as agent in a power of attorney) when I believe that it is in your best interest. If you have special concerns about the privacy of your personal information, it is your responsibility to call my attention to those concerns.

3. Fixed Price Agreement

You supplied a partial payment as evidence of your commitment to complete the agreed-upon project. The partial payment will serve as evidence of your approval of this letter, unless you clearly indicate otherwise upon receipt. Please note that your partial payment is not a retainer in the traditional sense, but rather earned-on-receipt. It will not be deposited into my client trust account. You may nevertheless discharge me as your lawyer at any time and in that event may be entitled to a refund of all or part of your payments based upon the value of legal services completed prior to that date.

4. Duration

After the services you have retained me for are complete, then my obligations under our agreement will cease. Similarly, if you fail repeatedly to respond to ordinary requests for information or commit unethical or criminal acts during the course of this project, then I may immediately remove myself as your lawyer without refund of earned payments.

5. Disputes

Both of us agree to make all reasonable efforts to settle any controversy or claim arising out of or relating to this agreement outside of the public court system prior to initiating any formal complaint in a court of law. If a dispute arises between you and me regarding my fees, we agree to resolve the dispute through the State Bar's Fee Arbitration Program. You may initiate fee arbitration by contacting the State Bar's Fee Arbitration Coordinator at (602) 340-7379.

6. File Maintenance

After the agreed-upon project is complete, I will deliver any original documents from my file to you and retain an electronic copy of the file for five years.

7. In the Event of Joint Representation

If you are to be named as co-personal representative or co-trustee together with another person, then I will represent both of you jointly for the duration of the project. This means that I have a duty to share information with both of you, even when your interest may differ or conflict. Information that either of you gives me relating to this project cannot be kept from the other. Although it is unlikely, if a conflict does arise between you of such a nature that it is impossible, in my judgment, for me to perform my obligations to each of you, I will withdraw from all further representation of both of you in this matter at that time and advise each of you to obtain independent counsel.

Because I represent you jointly, my effort will be to always work toward completion of the project, and to encourage the resolution of differing interests in an equitable manner. Rather than being an advocate for either of you, I will act more as a mediator working toward a mutually-agreeable resolution of the project.