

The “Business Aspects” of Practice in the Modern Digital Age

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Section Seven

The “Business Aspects” of Practice

in the Modern Digital Age..... Rebecca W. Geyer, Discussion Leader

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PowerPoint Presentation – Website Accessibility Under the Americans with Disabilities Act

Rebecca W. Geyer

Rebecca W. Geyer & Associates, PC, Carmel



Rebecca W. Geyer is the founder of Rebecca W. Geyer & Associates, PC where her practice concentrates in estate planning, estate and trust administration, elder law, tax planning, and business services. A board certified Indiana trust and estate specialist* and a Fellow of the American College of Trust and Estate Counsel, Ms. Geyer is also an adjunct professor of elder law at the Indiana University Robert H. McKinney School of Law. Ms. Geyer understands the challenges, fears, and family dynamics that often come into play with legal issues. She adopts an empathetic and compassionate approach to assist clients in addressing their particular goals and concerns.

Ms. Geyer completed her undergraduate degree at Indiana University, majoring in Political Science and History. She went on to earn her Juris Doctor in 1998 at the Indiana University Maurer School of Law. An avid volunteer in both the legal community and the Indianapolis community at large, Rebecca often speaks and writes on estate planning and elder law topics, and annually provides pro bono legal services to individuals through her work with the Indianapolis Bar Association and the Albert and Sara Reuben Senior Resource and Community Center.

As a frequent lecturer and seminar presenter, Ms. Geyer has authored numerous seminars with ICLEF, IBA, and National Business Institute. She annually presents at the Elder Law Institute, the Family Law Institute and the Advanced Elder Law Seminar. Her recent presentations include "Estate Planning Under Our Guardianship Statutes," "State Death Taxes," "Debunking the Myths of Elder Law," "Estate Planning for Same-Sex Couples", and "Elder Law Update."

Ms. Geyer's professional career involvements include serving as the Immediate Past President of the Indiana Section of the National Academy of Elder Law Attorneys (NAELA), Vice President of the Indianapolis Bar Foundation, and Vice-Chair of the Elder Law Section of the Indiana State Bar Association. From 2010-2013 Rebecca was named to the prestigious list of

Super Lawyers® Rising Stars for estate planning by Law & Politics Magazine and Indianapolis Monthly, and in 2014 and 2015 she was recognized as a Super Lawyer by this same publication. In 2016, Ms. Geyer was recognized as one of the Top 25 Women Lawyers in Indiana by Super Lawyers®. Ms. Geyer was the recipient of the 2013 Indianapolis Bar Association's Dr. John Morton Finney Award for Excellence in Legal Education, and was recognized by the Indianapolis Business Journal as a member of its 2014 40 under 40 class of young professionals making a difference prior to the age of 40. Ms. Geyer also volunteers in the community where she serves as President of Congregation Beth-El Zedeck and Treasurer of the Indianapolis Section of the National Council of Jewish Women.

Ms. Geyer is a member of the Indianapolis Bar Association's Estate Planning and Administration Section, Attorney Networking Section, and the Women and the Law Division. She graduated from the 2007 Indianapolis Bar Leader Series Class IV, and served on the Bar Leader Series Steering Committee until 2011. Her professional memberships also include the Probate, Trust and Real Property Section and the Elder Law Section of the Indiana State Bar Association, the Indiana Probate Review Committee, Estate Planning Council of Indiana, and the National Academy of Elder Law Attorneys. Ms. Geyer was recognized as a distinguished fellow by the Indianapolis Bar Foundation in 2010.

In her free time, Ms. Geyer enjoys spending time with her husband and three sons. She loves reading, walking and cheering on her beloved Indiana Hoosiers and Indianapolis Colts.

Frederick W. Schultz

Greene & Schultz Trial Lawyers, Bloomington



Fred began his legal career as a deputy prosecuting attorney with the Greene County Prosecutor's Office from 1996 to 1998. Fred then joined the Nunn & Greene Law Office as an associate attorney until he left in May 2005 to form the law firm of Greene & Schultz with Betsy Greene. Fred's primary area of practice since 1998 has been representing individuals and families who have suffered serious injuries or wrongful death. He has tried numerous jury trials in both state and federal courts in Indiana and has written and spoken at a number of continuing legal education programs in Indiana and across the country. In November 2009, Fred was chairperson of the Indiana Trial Lawyers Association Annual Institute. Practice Areas Personal injury Tort law Products liability Automobile negligence Premises liability Insurance disputes Accidents Automobile accidents and injuries Bicycle accidents Boating accidents Brain injury Dog bites Head injury Motorcycle accidents Pedestrian injuries Slip and fall Spinal injury

Elizabeth A. Justice

Elizabeth A. Justice is the Owner of the Elizabeth A. Justice Attorney at Law firm in Crawfordsville. EDUCATION: Radcliffe College, Harvard University (A.B. Degree in History and Literature, cum laude, 1980) Indiana University School of Law, Bloomington (Doctor of Jurisprudence, 1983) Member of the Moot Court Team Received Order of the Barristers PROFESSIONAL HISTORY: Admitted to the California Bar (1983, now inactive) and the Indiana Bar (1987); admitted to practice before the United States Supreme Court (1989) Associate with a small litigation law firm in San Francisco, California (1983-1988) Represented large property and casualty insurance companies in coverage interpretation and litigation including suspected fraudulent claims. Associate with a law firm in Lafayette, Indiana (1989-1990) Represented individuals and small businesses in family law matters, personal injury litigation, bankruptcy and debtor's rights matters, property claims, and some criminal matters. Associate with Wernle, Ristine & Ayers, Crawfordsville, Indiana (1990-1998) Represented plaintiffs in personal injury litigation, ERISA claims, and sexual discrimination; also wrote wills and trusts and served as attorney for estates and guardianships. Opened Law Office of Elizabeth A. Justice, Crawfordsville, Indiana (1998-present) General practice of law: Probate, Estates, Wills, and Trusts, as well as Real Estate, Business, and Litigation Matters. Practice includes Montgomery County and the surrounding area. PROFESSIONAL ASSOCIATIONS: Montgomery County Bar Association, President (1996-1997), Indiana State Bar Association, Indianapolis Bar Association COMMUNITY INVOLVEMENT: Member of the Nutrition and Fitness Committee, Crawfordsville Community School Corporation, League of Women Voters of Montgomery County Indiana, Temple Israel in West Lafayette, Indiana.

F. Anthony Paganelli

Paganelli Law Group, Indianapolis



Tony Paganelli has been a lawyer for more than 20 years. In 2013 he resigned his position as a partner at Taft Stettinius & Hollister, one of the largest law firms in the United States, to build a firm of his own.

Tony has represented people and companies of all sizes in courtrooms across the United States, usually as lead counsel. He also advises businesses on a wide range of issues, including employee relations, contracts and transactions, regulatory compliance, and intellectual property issues. His clients have included Fortune 500 companies, telecommunications providers, banks and other financial institutions, bankruptcy trustees, real estate and construction companies, domestic and international manufacturers, computer hardware and software companies, and a variety of other businesses.

In 2012, Tony was chairman of the Litigation Section of the Indianapolis Bar Association, and he is a Distinguished Fellow of the Indianapolis Bar Foundation. He was recognized by Law & Politics Magazine in 2009 and 2010 as an "Indiana Rising Star" (the top 5% of Indiana lawyers under 40), and as an "Indiana SuperLawyer" (the top 5% of all Indiana lawyers) every year since 2010. He has also been included in every edition of "The Best Lawyers in America" since 2013.

In 1999, Tony completed the intensive Indiana Trial Advocacy Skills College, and in 2007 he was the first student ever invited back to serve as an instructor. Since 2015 he has been one of the trial college's program chairs. He is a frequent writer and speaker on trial techniques and business law topics.

Tony is admitted to practice before the Indiana Supreme Court, the Indiana Court of Appeals, the Indiana Tax Court, and all trial courts in Indiana. He is also admitted to practice before the United States Court of Appeals for the Seventh Circuit, the United States Court of Federal Claims, and United States District Courts in Indiana, Illinois, Michigan, and Ohio.

He is the chairman emeritus of the board of the Children's Organ Transplant Association (COTA), a national charity that raises millions of dollars annually to provide children with life-saving organ transplants.

Tony graduated in 1992 from the University of Notre Dame, and in 1995 from the Indiana University School of Law—Bloomington, where he was managing editor of the Indiana Law Journal.

CLIENT MEETING SUMMARY

Meeting Date: _____

Attorney: _____/Para: _____

Client 1 Name: _____

New Client Existing Client

Client 2 Name: _____

Zip Code: _____

Referral: _____

Type: _____ Estate Size: _____

Original Documents Received: Prior Planning

Financial Statements

Engagement Type:

RLT Will Plan Probate/Settlement

Amend/updates Restatement

MAPT Medicaid VA Benefits

Guardianship Corporation/LLC

Other: _____

Original Trust Date _____

Decision: YES NO THINKING NO QUOTE

Fee Breakdown:

Paid by: Check Credit Card

Amount Charged: \$ _____

Collected: \$ _____

Retainer Paid: \$ _____

(Deposit to Trust Account) Hourly

Consultation Fee: \$ _____

Next Action:

Appointment Scheduled: _____ Signing Other Meeting

Call for a follow up in _____ weeks

No Action Necessary

THANK YOU NOTE TO BE SENT TO ADVISOR: By Team By Attorney None

Engaged for Trust Funding: YES NO

Asset Information Collected: YES NO

Additional Action/Notes:

By Whom:

CONFIRMATION OF NON-REPRESENTATION

On _____, 20____, the undersigned, _____
(hereafter "Prospect") acknowledges that he/she has consulted with
_____, an attorney (hereafter "Attorney") with the law
firm of Rebecca W. Geyer & Associates, PC, for the purposes of discussion potential
representation in a _____ matter.

At the conclusion of said consultation, Attorney was not retained to represent Prospect. Prospect confirms his/her understanding that said consultation in no way establishes an attorney-client relationship. Payment of Attorney's hourly rate for the consultation services does not constitute a retainer, nor does it obligate Attorney to proceed with representation on behalf of Prospect.

Attorney's representation begins only after execution of a fully-executed Fee Agreement, signed by both Prospect and Attorney, and receipt by Attorney of the full retainer quoted by the Attorney to the Prospect.

Any information, advice, or documentation provided to Prospect is for consultation purposes only and does not constitute an attorney-client relationship. Said information, advice or documentation does not obligate Attorney to provide any additional services or information to Prospect. Attorney is not liable for Prospect's use of any information or advice obtained during the consultation.

Date: _____

Prospect

REBECCA W. GEYER & ASSOCIATES, PC

CREDIT CARD AUTHORIZATION FORM

NAME OF CLIENT: _____

NAME AS LISTED ON CREDIT CARD: _____

AMOUNT TO BE CHARGED: _____

CREDIT CARD NUMBER: _____

TYPE OF CARD (CHECK ONE): VISA _____ MASTERCARD _____

DISCOVER _____ AMEX _____

EXPIRATION DATE: _____ CVC: _____

BILLING ADDRESS (ON THE CREDIT CARD): _____

I HEREBY AUTHORIZE REBECCA W. GEYER & ASSOCIATES, PC TO CHARGE THE CREDIT CARD LISTED ABOVE IN THE AMOUNT SPECIFIED; AND I REPRESENT THAT I HAVE FULL AUTHORITY TO USE SUCH CREDIT CARD:

SIGNATURE: _____

ESTATE ADMINISTRATION CHECKLIST

DECEDENT INFORMATION

Name of Decedent: _____

Age at Death: _____ Date of Birth: _____ Date of Death: _____

Social Security Number: _____ County of Residence: _____

Home Address: _____

HEIR INFORMATION

1) Name: _____

Address: _____

Relationship to Decedent: _____ SSN: _____

Cell Phone: _____ Home Phone: _____

E-mail Address: _____

2) Name: _____

Address: _____

Relationship to Decedent: _____ SSN: _____

Cell Phone: _____ Home Phone: _____

E-mail Address: _____

3) Name: _____

Address: _____

Relationship to Decedent: _____ SSN: _____

Cell Phone: _____ Home Phone: _____

E-mail Address: _____

4) Name: _____

Address: _____

Relationship to Decedent: _____ SSN: _____

Cell Phone: _____ Home Phone: _____

E-mail Address: _____

5) Name: _____

Address: _____

Relationship to Decedent: _____ SSN: _____

Cell Phone: _____ Home Phone: _____

E-mail Address: _____

6) Name: _____

Address: _____

Relationship to Decedent: _____ SSN: _____

Cell Phone: _____ Home Phone: _____

E-mail Address: _____

INITIAL QUESTIONS

- Has original will/trust agreement been located? Yes No
If brought to meeting, retain for administration process.
- Is death certificate available? Yes No
Retain one original for administration process.
- Has funeral been paid for? Yes No
Will need copy of funeral bill for tax return.
- Has Social Security been notified (1-800-772-1213)? Yes No
Usually done by funeral home. Social Security is paid one month in arrears. An individual must live the

entire month in order to be eligible for payment the following month. Social Security deposits after death may need to be returned.

- Was Decedent receiving any pensions? Yes No
If yes, have pension companies been notified of Decedent's death? Advise clients that deposits made after Decedent's death may need to be returned to pension company.
- Did Decedent have a safe deposit box? Yes No
Location: _____
- Final medical bills? Yes No Are they covered by insurance? Yes No
- Advise client to make arrangements for forwarding of mail with post office (will need death certificate and copy of trust agreement or letters of administration).
- If a surviving spouse, does he or she have any immediate cash needs? Yes No
- Were Decedent's prior year's federal and state income tax returns prepared? Yes No
Counsel clients that tax return should be reviewed to ensure identity of assets owned by decedent. Tax preparer will need previous year's returns to prepare final returns.
- Determine whether there are any death benefits from life insurance, employers, former employers, Veteran's Administration, Social Security burial benefit (if there is surviving spouse), fraternal societies, credit card companies, etc. Obtain information so that benefits can be applied for from respective companies.
- Determine whether Decedent owned personal property. Yes No
Is appraisal is required (generally only upon death of surviving spouse unless there are specific gifts)
- Determine whether Decedent owned real estate. Yes No
Is appraisal required? Yes No Will real estate be sold? Yes No
- Advise about need for complete date-of-death inventory of all assets of Decedent and/or trust (including survivor's trust share if joint trust)
- Advise about keeping track of post-death expenditures (necessary for accounting and tax returns).
- Advise about Indiana (if decedent died prior to 2013) & Federal death taxes, if applicable.
- Advise about final income tax returns (state and federal), and possible fiduciary returns for trust or estate

ASSET INFORMATION

In this Section, list all assets owned by Decedent (and how title is held) including: real estate, bank accounts, CDs, individually held stocks, mutual funds, brokerage accounts, savings bonds, life insurance, annuities, retirement plans, vehicles, business ownership interests, promissory notes or mortgages owed to Decedent.

Ownership	Type	Company	Policy No.	Beneficiary	Value

DEBTS/EXPENSES

In this Section, list all debts and expenses owed by Decedent. Debts and expenses which can be deducted include last illness expenses (medical expenses not paid by health insurance), funeral expenses, loan balances (credit cards and installment loans), and any living expenses outstanding as of the date of death.

Description of Debt/Expense	Payee	Amount Owed

- List of advisors (insurance agents, accountants, financial advisors, etc.)
-
-
-

TYPE OF ADMINISTRATION NEEDED

- If there is a Trust:**
- Determine extent of trust funding. Are all assets in trust? Yes No
If assets which are not in trust do not pass by title or beneficiary designation and exceed \$50,000 in value, a probate proceeding will be required.
 - Determine whether there should be change in name of trust. Funding priority:
 - Family Survivor's/Testamentary Distribute Hold FBO Beneficiary
 - Determine whether there are required title changes (real estate, vehicles, boats, etc.)
 - Yes No
 - Prepare Certification of Trust for successor trustee (can be done after meeting)
- If Probate:**
- Spread Will of Record
 - Supervised
 - Unsupervised (Need consents of all beneficiaries)
- If Assets in Decedent's Name are Less than \$50,000:**
- Collect assets/real estate via small estate affidavit

ITEMS TO OBTAIN FROM CLIENT BEFORE END OF MEETING

- Death Certificate
- Original Will/Trust
- Scan account statements
- Authorization to Release Information
- Engagement Letter/Retainer
- EIN Third Party Designee Form
- Copy of Deed

IMPORTANT DATES FOR ADMINISTRATION:

Date of Death: _____

Date of First Publication: _____

End of Claim Period: _____

Final Income Tax Returns due: _____

Federal Estate Tax Return due: _____

Extension: _____

Disclaimer deadline: _____

Inheritance Tax 5% discount: _____

Inheritance Tax Return due: _____

Inheritance Tax due: _____

ESTATE ADMINISTRATION PRODUCTION SCHEDULE

Client Name: _____

Estate of: _____

Attorney: _____ Paralegal: _____

INITIAL MEETING:

Engagement Letter Prepared and Signed – Attorney	
Authorization to Release Information Prepared and Signed - Attorney	
Original Death Certificate Received – Attorney	
Retainer Received – Attorney	
Original Will/Trust Agreement Received – Attorney	
Client Signs Third Party EIN Designee Form – Attorney	
Financial Documents Scanned to Client’s Electronic File - Paralegal	

DAY OF APPOINTMENT:

File to Paralegal – Attorney	
Complete Client Meeting Summary Sheet – Attorney	
Send Thank You Note to Referral Source –Attorney	
Process payment – Paralegal	
Add Referral Source Data to Tracking Sheet – Paralegal	
Update Contact information in Clio – Paralegal	
Open new matter in Clio (add heirs to relationships & date of death to notes) – Paralegal	
Docket All Due Dates from Administration Checklist as Tasks in Clio– Paralegal	
Add client e-mail to Elder Law Answer Mailing List – Paralegal	
Check for conflicts in Clio/Outlook – Paralegal	
Set Up File – Paralegal	
Create Client File on the S: Drive with subfolders – Paralegal	

AFTER OPENING FILE:

Prepare Pleadings if Probate is Necessary – Paralegal	
Prepare Date-of-Death Value Letters – Paralegal	
Order appraisals if necessary –Attorney	
Arrange meeting with client to open estate –Attorney/Paralegal	
Open estate – Attorney	
Obtain EIN – Attorney	

60 DAYS AFTER OPENING ESTATE:

Prepare Inventory – Attorney.	
Preliminary Mapping of Asset Division – Attorney	
Funding/Transfer Documents Prepared – Attorney/Paralegal	
Deliver Funding/Transfer Documents – Attorney	
Record Deeds – Paralegal	
Begin Form 706 if required – Paralegal	

ESTATE CLOSURE:

File Form 706, if applicable – Attorney	
Reset basis of assets to date-of-death value – Attorney	
Final Income Tax Return & Fiduciary Return – Attorney (Refer Out)	
Prepare Accounting – Attorney	
Mail Accounting to Heirs/Beneficiaries – Attorney	
Verify that all estate assets have been distributed - Attorney	
Invite clients to have their estate planning prepared - Attorney	
Prepare Closing Statement & Order – Paralegal	
Scan documentation to electronic file – Paralegal	
Shred file 30 days after closure – Paralegal	



REBECCA W. GEYER
— & ASSOCIATES, PC —
Compassionate Counsel For Every Generation
11550 N. Meridian Street, Ste. 200, Carmel, IN 46032

LEGAL SERVICES AGREEMENT

INTRODUCTION. Thank you for hiring us to assist you with your estate planning. We find that a written engagement agreement is helpful to our clients. We like to use this Agreement to document what you have asked us to do and to make sure you understand how we bill for our services. This helps avoid any misunderstandings between us. We hope that the professional relationship we have begun building will continue for many years to come.

ESTATE PLANNING (“SERVICE 1”). As part of your planning, you have retained us to advise you regarding planning your estate. We quoted you a fixed fee in a Client Engagement Summary attached hereto. This fee includes all of the legal counseling, review of your existing plans, custom design and drafting of your plan, as well as all of the educational information that has helped explain your options. One-half of your fee is attributed to the legal education, review, counseling and customized planning provided to you up to now. This amount is due at the time of signing this Agreement. The remaining one-half of your fee is payable upon delivery of your legal instruments.

Typically the time between our initial meeting and the signing of your estate planning documents is approximately two weeks. This portion of our engagement ends upon delivery of your documents.

KEEPING CURRENT. Although the delivery of your legal documents ends our engagement for legal services, we recognize that in life, change is inevitable. Common changes may include changes in your: 1) family relationships, 2) health, 3) law, or 4) finances (including asset ownership). We make it easy for you to keep your estate planning current. Our estate planning services (Service 1) includes:

- a) **Free client phone calls/e-mails;**
- b) **Free monthly client newsletter;**
- c) **Free periodic notices and seminars as laws and estate planning technology change;**
- d) **Free meeting with your attorney-in-fact or successor trustee should you become ill or disabled;**
- e) **Free meeting with your personal representative or successor trustee should you pass away; and**
- f) **Free client “checkup” meeting every three years to ensure your plan is up-to-date with the law and that your assets are properly coordinated with your estate planning. Free client “checkup” meeting every three years to ensure your plan is up-to-date with the law and that your assets are properly coordinated with your estate planning. Should we determine that any changes should be made to your estate planning at the conclusion of this free checkup, we will quote you a fixed fee in advance so that you may choose whether or not to proceed with those changes.**

ASSET COORDINATION (“SERVICE 2”). Proper coordination of your assets and beneficiary designations with your estate plan is very important. Many lawyers and law firms do not offer this often labor-intensive and detailed service, but rather provide “funding instructions” for you to follow and complete on your own. If this important step is not completed properly, your assets may not pass in accordance with your wishes.

Effective asset titling and beneficiary designation assistance is a process which should be completed in a timely manner with your estate planning objectives in mind. Our estate planning service (Service 1) includes the provision of basic recommendations for correctly coordinating your assets with your estate planning. If your planning includes a revocable living trust, our estate planning service also includes the preparation of deeds to re-title your real estate to your trust (but does not include the payment of any out of pocket expenses such as recording fees which will be billed separately). Unfortunately, we have found that many clients fail to follow our recommendations after their documents are signed, and their assets remain uncoordinated with their planning.

To further assist our clients, we provide comprehensive asset coordination as an additional service. Our process includes a detailed analysis of your financial holdings and specific recommendations for the titling of your assets and the designation of your beneficiaries. We then complete the necessary documentation to carry out our recommendations. We charge a separate fee for asset coordination assistance. This fee is earned at the delivery of your specific financial information to begin the asset coordination process. We do not charge for telephone calls during the 60-day asset coordination period. Please be aware that out of pocket costs (including deed recording fees) are charged to you separately from the fees we charge for our work. Asset coordination is a separate service and is not included in Estate Planning (Service 1).

RELYING ON YOU. We rely on you to determine the value of your assets and liabilities. We determine the design of your estate plan upon the asset values you furnish us. An under valuation of the assets can cause the estate plan to be inadequate and could result in estate taxation that might otherwise have been avoided if accurate information were provided. Once your estate plan has been established, please notify us promptly if the size of your estate should increase substantially since this situation may require amending your estate plan.

TERMINATION OF EMPLOYMENT. We are committed to providing you the best possible service at a reasonable cost to you and your loved ones. At all times, we want our work to be responsive to your needs and to be cost-effective. Accordingly, if you are ever concerned that we are not meeting those needs, please bring it to our attention immediately so that we can remedy the situation.

You or we may terminate this Agreement at any time by notifying the other party in writing. Either party has the absolute right to terminate this Agreement upon written notice; however, termination shall in no way discharge or release you from payment for all services rendered before the termination. We reserve the right to withdraw from this representation if you fail to make required payments, if you misrepresent or fail to disclose material facts to us, if you fail to follow our advice, or any other fact or circumstance which would, in our view, render our continuing representation unlawful or unethical.

RECORDS. All papers, records, documents, or other items delivered to us regarding your matters shall be returned to you after we make copies of them. Customarily, we retain copies of all legal documents we prepare. We also back up our encrypted data every 15 minutes at an off-site electronic storage facility. We reserve the right to discard any file or document we have maintained or stored pertaining to your matters three years after the engagement has been concluded (this does not include original Wills or documents that we have specifically agreed to retain in our vault). All papers we produce, all research, and any other work we do will remain our confidential property. Subsequent to the completion of your matter, and upon written request, we will provide additional copies of documents. We reserve the right to charge a reasonable copy and retrieval charge for document copies.

END OF ENGAGEMENT. The Estate Planning portion of our engagement (Service 1) ends upon delivery of your legal documents. This excludes documents related to titling of assets and beneficiary designations under Asset Coordination (Service 2).

DRAFT COPIES OF LEGAL INSTRUMENTS. We generally do not provide clients with “draft” copies of documents. Instead, we may send a letter, diagram or other document briefly outlining the pertinent provisions of your plan if clarification is needed. In our experience, we find that a meeting with you to review your documents and answer any questions is far more effective for promoting client understanding. If you require “draft” copies of your documents prior to signing them, your outstanding balance is due and payable before the “draft” copies may leave our office.

EMAIL COMMUNICATION. We frequently use email to transmit certain information and documents to and from our clients if they desire. Unless you indicate otherwise, we may use email for communication and transmission of documents between us. As a precondition to the transmission of email between you and us, you or we may require at any time password protection or encryption be used.

Email address: _____

If you **do not** want us to communicate using email, initial below.

_____ I **do not** wish to receive communication by email.

JOINT REPRESENTATION. Our representation will be of you jointly in your estate planning. Because we represent both of you, anything disclosed by either one of you to any personnel at Geyer & Associates, PC will necessarily be open for complete disclosure to the other. We are not suggesting that this would become an issue at any point; rather, it is appropriate for us to advise all couples of the fact that our representation of you is as a couple simply because we are representing two people whose interests are not always exactly the same.

CLIENT ACKNOWLEDGEMENT. We acknowledge that the contents of this letter are understandable. We consent to having Geyer & Associates, PC represent us on the terms and conditions in this Agreement. Geyer & Associates, PC has correctly stated what we want done, and we hereby agree that Geyer & Associates, PC will represent us on these terms.

Dated: _____
Client

Dated: _____
Client

Dated: _____
Geyer & Associates, PC by Attorney

CLIENT ENGAGEMENT SUMMARY

SERVICE 1: ESTATE PLANNING DESIGN AND DELIVERY SERVICES FEE: \$ _____

Legal counseling, review of any existing plans, custom design and drafting of plan and educational information.

Amount due at engagement (1/2 of total fee) \$ _____

Remaining 1/2 of fee due upon delivery/signing.

We accept payment by cash, check (payable to Geyer & Associates, PC), Visa, Mastercard & Discover.

SERVICE 2: ASSET COORDINATION FEE: \$ _____

Titling of assets/coordination of beneficiary designation.

The asset coordination phase is typically a 60 day process.

NOTE: All out of pocket filing fees, recording fees, and fees paid to third parties to prepare and/or file documents (such as deeds) are in addition to the Service 2 fee quoted.

NOTE: Advanced planning services are not included in the above fees. Advanced planning services will be discussed at a future meeting. A fee will be quoted at that time.



REBECCA W. GEYER
— & ASSOCIATES, PC —
Compassionate Counsel For Every Generation
11830 N. Meridian Street, Ste. 200, Carmel, IN 46032

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Typically the time between our initial meeting and the signing of your estate planning documents is approximately two weeks. This portion of our engagement ends upon delivery of your documents.

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- a) Free client phone calls/e-mails;
- b) Free monthly client newsletters;
- c) Free periodic notices and seminars as laws and estate planning technology change;
- d) Free meeting with your attorney-in-fact or successor trustee should you become ill or disabled;
- e) Free meeting with your personal representative or successor trustee should you pass away; and
- f) Free client “checkup” meeting every three years to ensure your plan is up-to-date with the law and that your assets are properly coordinated with your estate planning. Should we determine that any changes should be made to your estate planning at the conclusion of this free checkup, we will quote you a fixed fee in advance so that you may choose whether or not to proceed with those changes.

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Effective asset titling and beneficiary designation assistance is a process which should be completed in a timely manner with your estate planning objectives in mind. Our estate planning service (Service 1) includes the provision of basic recommendations for correctly coordinating

your assets with your estate planning. If your planning includes a revocable living trust, our estate planning service also includes the preparation of deeds to re-title your real estate to your trust (but does not include the payment of any out of pocket expenses such as recording fees which will be billed separately). Unfortunately, we have found that many clients fail to follow our recommendations after their documents are signed, and their assets remain uncoordinated with their planning.

To further assist our clients, we provide comprehensive asset coordination as an additional service. Our process includes a detailed analysis of your financial holdings and specific recommendations for the titling of your assets and the designation of your beneficiaries. We then complete the necessary documentation to carry out our recommendations. We charge a separate fee for asset coordination assistance. This fee is earned at the delivery of your specific financial information to begin the asset coordination process. We do not charge for telephone calls during the 60-day asset coordination period. Please be aware that out of pocket costs (including deed recording fees) are charged to you separately from the fees we charge for our work. Asset coordination is a separate service and is not included in Estate Planning (Service 1).

RELYING ON YOU. We rely on you to determine the value of your assets and liabilities. We determine the design of your estate plan upon the asset values you furnish us. An under valuation of the assets can cause the estate plan to be inadequate and could result in estate taxation that might otherwise have been avoided if accurate information were provided. Once your estate plan has been established, please notify us promptly if the size of your estate should increase substantially since this situation may require amending your estate plan.

TERMINATION OF EMPLOYMENT. We are committed to providing you the best possible service at a reasonable cost to you and your loved ones. At all times, we want our work to be responsive to your needs and to be cost-effective. Accordingly, if you are ever concerned that we are not meeting those needs, please bring it to our attention immediately so that we can remedy the situation.

You or we may terminate this Agreement at any time by notifying the other party in writing. Either party has the absolute right to terminate this Agreement upon written notice; however, termination shall in no way discharge or release you from payment for all services rendered before the termination. We reserve the right to withdraw from this representation if you fail to make required payments, if you misrepresent or fail to disclose material facts to us, if you fail to follow our advice, or any other fact or circumstance which would, in our view, render our continuing representation unlawful or unethical.

RECORDS. All papers, records, documents, or other items delivered to us regarding your matters shall be returned to you after we make copies of them. Customarily, we retain copies of all legal documents we prepare. We also back up our encrypted data every 15 minutes at an off-site electronic storage facility. We reserve the right to discard any file or document we have maintained or stored pertaining to your matters three years after the engagement has been concluded (this does not include original Wills or documents that we have specifically agreed to retain in our vault). All papers we produce, all research, and any other work we do will remain our confidential property. Subsequent to the completion of your matter, and upon written request, we will provide additional copies of documents. We reserve the right to charge a reasonable copy and retrieval charge for document copies.

END OF ENGAGEMENT. The Estate Planning portion of our engagement (Service 1) ends upon delivery of your legal documents. This excludes documents related to titling of assets and beneficiary designations under Asset Coordination (Service 2).

DRAFT COPIES OF LEGAL INSTRUMENTS. We generally do not provide clients with “draft” copies of documents. Instead, we may send a letter, diagram or other document briefly outlining the pertinent provisions of your plan if clarification is needed. In our experience, we find that a meeting with you to review your documents and answer any questions is far more effective for promoting client understanding. If you require “draft” copies of your documents prior to signing them, your outstanding balance is due and payable before the “draft” copies may leave our office.

EMAIL COMMUNICATION. We frequently use email to transmit certain information and documents to and from our clients if they desire. Unless you indicate otherwise, we may use email for communication and transmission of documents between us. As a precondition to the transmission of email between you and us, you or we may require at any time password protection or encryption be used.

Email address: _____

If you **do not** want us to communicate using email, initial below.

_____ I **do not** wish to receive communication by email.

CLIENT ACKNOWLEDGEMENT. I acknowledge that the contents of this letter are understandable. I consent to having Geyer & Associates, PC represent me on the terms and conditions in this Agreement. Geyer & Associates, PC has correctly stated what I want done, and I hereby agree that Geyer & Associates, PC will represent me on these terms.

Dated: _____

Client

Dated: _____

Geyer & Associates, PC by Attorney

CLIENT ENGAGEMENT SUMMARY

SERVICE 1: ESTATE PLANNING DESIGN AND DELIVERY SERVICES FEE: \$ _____

Legal counseling, review of any existing plans, custom design and drafting of plan and educational information.

Amount due at engagement (1/2 of total fee) \$ _____

Remaining 1/2 of fee due upon delivery/signing.

We accept payment by cash, check (payable to Geyer & Associates, PC), Visa, Mastercard & Discover.

SERVICE 2: ASSET COORDINATION FEE: \$ _____

Titling of assets/coordination of beneficiary designation.

The asset coordination phase is typically a 60 day process.³

NOTE: All out of pocket filing fees, recording fees, and fees paid to third parties to prepare and/or file documents (such as deeds) are in addition to the Service 2 fee quoted.

NOTE: Advanced planning services are not included in the above fees. Advanced planning services will be discussed at a future meeting. A fee will be quoted at that time.

[Date]

[Client Name]
[Client Address]
[Client City State Zip]

Re: Agreement for Legal Services

Dear [Client]:

Thank you for giving the Paganelli Law Group ("PLG") the opportunity to serve you as your lawyers. We acknowledge and appreciate the trust you are placing in us to provide you with both legal and practical advice.

As with any new business relationship, it is best for both of us to have a mutual understanding of how our attorney-client relationship will work. The purposes of this letter are: (1) to provide you with some important information about the scope of our services and our billing and payment terms, (2) to make sure that you agree with them, (3) to make sure you understand how the attorney-client privilege applies to our communications, and (4) to make sure you understand your obligations regarding the preservation of evidence. Your signature below will create a binding contract between us.

1. *Scope of Engagement.* You have agreed to retain PLG to represent you in [discussion of scope].

2. *Billing Policies and Procedures.* For this engagement, you agree to pay for our services on an hourly basis, billed in increments of 1/10 hour. The hourly rates for the lawyers in our firm are as follows:

Tony Paganelli	\$295.00/hour,
Angela Hopper	\$195.00/hour,
Jim Liwski	\$175.00/hour.

I will be your primary contact on this case, but other lawyers, particularly [associate], may work with me as needed. In addition, we may be assisted by our law clerk, whose hourly rate is \$95.00/hour, and our administrative assistant, whose hourly rate is \$45.00/hour.

You also agree to reimburse PLG for our actual costs for certain out-of-pocket expenses, including (but not limited to) mileage expenses (at the rate approved by the Internal Revenue Service), parking expenses, hotel costs, messenger service, courier service, postage, outside document and scanning services, computer research, document retrieval, court reporter charges, and filing fees.

PLG invoices for fees and expenses on a monthly basis, and payment is due upon receipt. Unless you request otherwise, I will send detailed invoices to you by e-mail. If any invoice is not fully paid in 30 days, PLG reserves the right to impose a late fee of 1% per month for late payments. If any balance remains outstanding after 60 days, PLG reserves the right to stop work on your project as allowed under applicable rules of professional conduct for lawyers. I encourage you to review your invoices carefully and to discuss with me any questions or concerns about any invoice.

You have agreed to provide us with a fee and expense deposit of \$[Deposit Amount], which we will place in our trust account. PLG will apply the deposit toward satisfying our invoices to you until the balance on deposit falls to \$[Floor Amount]. At that point, we reserve the right to require that you replenish the retainer deposit as a condition of our continued work on your case. Any balance remaining on deposit at the conclusion of the case will be promptly refunded to you. We cannot begin working on your case until we receive your deposit.

3. *Termination of Relationship.* You may terminate our relationship at any time, for any reason. However, your decision to do so does not affect your obligation to pay for services already rendered or to reimburse PLG for costs already incurred on your behalf. PLG may also terminate our relationship at any time, for any reason, but only if we can do so in a manner that is consistent with our obligations under applicable rules of professional conduct for lawyers. We reserve the right to assert an attorney's lien on your files to secure payment of any money owed to us. You agree that any disputes that may arise between us will be litigated only in a court in Marion County, Indiana, and that Indiana law will apply regardless of any conflict of laws principles.

4. *The Attorney-Client Privilege.* One of the important characteristics of the relationship between a lawyer and his/her clients is the attorney-client privilege. With very few exceptions, our confidential communications are privileged, which means that neither you nor PLG may be forced to share the substance of what we talk about or write to each other. However, our communications only remain privileged if they remain confidential. This means that you should not copy other people on written communications to us (such as emails or text messages), and you should not forward our communications to other people. Doing so makes them no longer privileged. Similarly, others should not listen in on our confidential phone calls, and should not participate in our confidential meetings. If you have any questions at all about how to preserve this privilege, please ask me.

5. *Your Obligation to Preserve Evidence.* Once you have reason to believe you will be a party to a lawsuit, whether you are preparing to file one or you learn that one may be filed against you, you have an obligation to preserve all written and electronic documents that may be considered as potential evidence. This includes (but is not limited to) any written documents you may have that relate in any way to the scope of the lawsuit, and also to any e-mails (with attachments), text messages, computer files, audio and video recordings, and any other materials that are in any way related to the scope of the lawsuit. You must refrain from destroying or losing any of these materials, and you also have a duty to make sure that none of these materials are accidentally destroyed or lost. This means that you should immediately back up all computers that you use, back up all data on smartphones, tablets, backup drives, USB/flash

drives, and/or other computerized devices, and preserve all data in your e-mail and text message accounts. If you need any assistance at all with this process, please ask me.

Please carefully review this letter and, if its terms are acceptable and you wish to retain us as your lawyers, please sign where indicated and return a fully signed copy to me along with a check for your deposit. (If you prefer to provide the deposit by wire transfer, I can provide you with wiring instructions.) We look forward to working with you, and we thank you for the opportunity to be of service.

Yours very truly,

F. Anthony Paganelli

The terms set forth above are understood and agreed:

Dated: _____

[Client Printed Name]

Client Name: _____ Attorney: _____/Paralegal: _____

PRODUCTION SCHEDULE

DAY OF INITIAL MEETING

File to Paralegal – Attorney	
Process payment - Paralegal	
Complete Client Meeting Summary Sheet - Attorney	
Add Referral Source Data to Tracking Sheet – Paralegal	
Update Contact information in Clio - Paralegal	
Open new matter in Clio (add children to relationships & signing date to notes) - Paralegal	
Add client e-mail to Elder Law Answer Mailing List – Paralegal	
Check for conflicts in Clio/Outlook – Paralegal	
Send Thank You Note to Referral Source – Attorney	
Set Up File – Paralegal	
Create Client File on the S: Drive with subfolders – Paralegal	
Scan Original Documents from Client to S: Drive File – Paralegal	
Send Opening Letter within 24 hours of client initial meeting - Paralegal	

BUILD PLAN DOCUMENTS – DOC PREP

Prepare Documents – Paralegal	
Review Documents – Attorney	

DAY OF SIGNING MEETING – COPYING & SCANNING DUTIES

Copy Documents for Signing – Paralegal	
Scan Documents to Electronic File - Paralegal	
E-mail PDFs to Clients - Paralegal	

AFTER SIGNING

Post signing date & payment to Clio - Paralegal	
Add task for 30 day evaluation letter & 3 year review letter to Clio - Paralegal	
Determine if any documents should be prepared or mailed for funding – Attorney	
Finish Scanning File/Audit file – Paralegal	
After 30 days – Shred Planning File	
Add signing date to “Copy of Will Signing Date” spreadsheet - Paralegal	



REBECCA W. GEYER
— & ASSOCIATES, PC —
Compassionate Counsel For Every Generation
11550 N. Meridian Street, Ste. 200, Carmel, IN 46032

RETAINER AGREEMENT

This Agreement is entered into by and between _____ ("Client") and REBECCA W. GEYER & ASSOCIATES, PC ("Firm"). The Firm agrees to represent Client in the pursuit of _____ . The Firm will assist Client with the preparation of all pleadings, representation at all hearings, and related matters. This agreement is limited in its scope to include only the issues specifically listed herein. No other matter currently pending or arising in the future is covered by this agreement and no Firm/client relationship exists with respect to any such matters. This Agreement sets forth the agreement of representation. The Agreement and the Firm's representation of Client become effective only upon execution by both parties and payment of the retainer fee as more fully set out herein.

1. It is impossible to determine in advance the amount of time and expenses that will be needed to complete Client's case. Therefore, Firm cannot indicate in advance the total fees and expenses that will be paid. The matter of the Client may become more complicated than it first appears and the time and effort that will be spent by Firm will depend in part on the cooperation of the Client, the opposing party, the opposing counsel (if any), and the court.

2. The Client understands that Rebecca W. Geyer's billing rate is \$295.00 per hour. The hourly rate for associate, Corrina A. Smith, is \$185.00 per hour. The hourly rate shall include all time spent on the file including but not limited to correspondence, conferences with Client and/or opposing counsel, and expert witnesses, telephone calls, research, discovery, hearing preparation, drafting documents, negotiations, court appearances, travel time to and from locations away from the office, and negotiations or discussions with opposing counsel (or opposing party if he/she is not represented by counsel). **The Firm reserves the right to increase hourly rates for services performed. In the event of a rate increase, Client will be advised one month in advance of the effective date of the rate increase in order that Client may consider whether to seek new counsel or continue the Firm's services.**

3. It is the Firm's practice to compute time at 0.1 per hour of time expended (six minute intervals). Charges for correspondence (including email), telephone calls (including voice mail) or document review will be made whether they are initiated by or received by Firm.

4. Client shall pay the Firm an initial retainer fee in the amount of \$875.00 plus \$161.00 for court costs (\$986.00 in total) (to be applied towards Client's account for payment of legal services and expenses as outlined below. The Firm shall not begin representing the Client until the retainer is paid in full and this Agreement is signed by all parties. This retainer will be credited by the time expended by the hourly rate plus any incurred expenses. Client will be required to pay an additional retainer equal to the initial retainer amount anytime the amount of the preceding retainer has been substantially credited or depleted. In the event that a monthly invoice has an outstanding balance (as opposed to a credit), Client shall pay the balance of the invoice, in full, in addition to replacing the retainer. All requests for additional retainers and bills for outstanding balances must be paid within fourteen (14) days of Firm's request for the same in order for Firm to continue representation. If such amounts are not promptly paid, Firm shall have the right to withdraw its representation of Client and/or seek to continue any hearing or trial until said amounts are paid.

5. Client shall pay for expenses incurred by Firm in connection with her matter. Incurred expenses include, but are not limited to, court costs, postage, long distance, photocopying, electronic research fees, charges for online access to court docket and filings, mileage, parking, and deposition costs, mediation costs, and necessary expert fees. Upon Firm's request, Client shall immediately pay any necessary expenses in advance.

6. Any retainers above the minimum fee not credited by time expended and incurred expenses will be returned to Client within a reasonable time after the conclusion of Firm's representation.

7. Client will receive an invoice ("billing statement") once each month, containing an itemized report of services performed and expenses incurred on Client's case during the previous month. **It is the practice of the firm to send billing statements via e-mail unless Client specifically requests that billing statements be mailed.** Payment in full of any balance due must be paid to the Firm no later than fourteen (14) days from the date on the billing statement. Client understands and agrees that any questions or concerns regarding a billing statement or any charges thereon must be communicated in writing to the Firm no later than thirty (30) days from the date of such billing statement. **Failure of Client to raise questions or concerns regarding a billing statement as aforesaid shall operate as a waiver of any and all future challenges and/or complaints regarding such charges.**

8. Client understands and agrees that Client is, at all times, primarily liable and responsible to Firm for all fees, costs and expenses in full, and that any court order assessing fees, costs or expenses or any part thereof against the adverse party in no way sets Firm's fees nor limits Client's liability for the same. Amounts received pursuant to any court order will be credited to Client's account. Any attempt by Firm to secure a court order regarding fees, costs and expenses from the adverse party is an additional service Firm performs on behalf of Client and Client is expected to pay Firm fees on the same basis as is set forth in this Agreement for performing such service. The collection of any such award against the opposing party by way of contempt or any other proceeding shall be considered as further services on Client's behalf, and the same shall be billed to Client accordingly.

9. Interest will be charged and added to any balance of Client's account at the rate of the lesser of: one and one half percent (1 ½%) per month, eighteen percent (18%) per annum; or the maximum rate permitted by applicable law commencing fourteen (14) days after demand for payment is made.

10. The provisions of this Agreement, in the discretion of Firm, may be disclosed to any court in connection with any application by Firm for payment of fees or expenses for services rendered on behalf of Client. Firm shall have the right to advise the court of any amounts that have been received on account by Client.

11. Either party has the absolute right to terminate this Agreement; however, termination shall in no way discharge or release Client from payment of all other obligations hereunder. Firm shall have the right to withdraw from Client's case if Client fails to make payments required by this Agreement, if Client misrepresents or fails to disclose material facts to Firm, if Client fails to follow Firm's advice, or if the Firm/Client relationship breaks down in anyway. If for any reason Client loses confidence in Firm's ability to fully and fairly inform, advise or represent Client, Client may discharge Firm. If the Agreement is terminated for any reason, Firm and/or a law clerk or paralegal will prepare correspondence and pleadings to effectuate the withdraw of Firm's appearance as counsel on behalf of Client, and Client shall pay Firm, at Firm's (and/or the law clerk/paralegal's) hourly rate, for all said services effecting said withdrawal. If Client or new counsel on Client's behalf requests a copy of Client's file, subject to the provisions outlined in Paragraph 14 below, Client agrees to pay the Firm the cost of copying Client's file (at the rate of \$0.10/page) and the cost of mailing or transferring the file to the Client and/or other counsel. Any unused portions of retainers remaining after the above services are completed shall be refunded to Client within a reasonable time.

12. Client hereby grants Firm a lien and security interest on all Client's documents, property or money in Firm's possession for the payment of all sums due from Client to Firm under this Agreement. Client further understands and grants Firm the authority to withhold Client's file until such time as all sums due from Client to Firm under this Agreement are paid in full. In addition, Firm shall be entitled to a lien insuring that, if Firm elects, payment to the Firm will come from the recovery of any litigation as governed by law.

13. In the event it is necessary to institute legal proceedings against Client for the collection of fees or expenses due to this Agreement, Client will pay, in addition to any judgment for such fees and expenses, all costs and expenses necessitated thereby, including reasonable Firm fees for such legal action.

14. By signing this Agreement, Client acknowledges that Firm has made no guarantees as to the disposition of any phase of the matter or matters for which Firm has been retained.

15. The provisions of this Fee Agreement apply only to the matter referenced above and, unless otherwise specifically provided, Firm's representation of Client will be for proceedings in the trial court only. If appellate proceedings are instituted, further fee and retainer agreements will be made. This Agreement pertains only to the Firm's services to Client for final judgment.

16. The provisions of this agreement are severable. If one provision is found by a court to be void or unenforceable, that provision shall be severed and the remaining provisions of this Agreement shall remain in full force and effect. In all cases, Firm will receive a reasonable fee not less than the stated hourly rate plus incurred expenses.

17. The cooperation of Client is essential for representation. Therefore, Client must keep Firm informed immediately of any change of address, telephone number, employment or other pertinent circumstances or facts. Full disclosure to Firm of all facts is essential to enable Firm to properly represent Client.

18. This Agreement shall be governed by the State of Indiana.

19. This Agreement shall be for the benefit of and inure to the benefit of all the parties, heirs, successors and assigns. This Agreement may not be assigned by Client. This Agreement shall not become effective until executed by both parties and until the initial retainer and filing fee as set out above is paid.

20. Client hereby grants full authority to the Firm to process payment upon the Client's Visa, Mastercard or Discover account listed below, for the full amount of any and all of Client's unpaid Firms fees and incurred expenses, on or after the last day of the month in which the billing statement relative to the unpaid charges was issued, and without any further notice to, or consent from, client. Client further hereby waives any and all challenges to any and all such credit card transactions processed as the result of non-payment by Client.

Client VISA, MASTERCARD or DISCOVER Number

Exp. Date

CVC

WE, THE PARTIES, warrant that we have read the foregoing Agreement, understand its contents and enter into it knowingly, free and voluntarily.

Firm

Client

Client's signature on this Fee Agreement represents Client's full understanding of each and every provision of this Fee Agreement. Client has been directed by Firm/Firm to review all terms carefully and to raise any questions about this Fee Agreement prior to signature.



REBECCA W. GEYER
— & ASSOCIATES, PC —
Compassionate Counsel For Every Generation
11550 N. Meridian Street, Ste. 200, Carmel, IN 46032

DATE

ADDRESS

Dear XXX:

Thank you for calling upon us to help you handle those things which must be addressed with respect to _____'s estate. We are hoping to lessen your burdens by determining the things to be done and assisting you with those matters.

Upon _____'s passing, it will be necessary to open a probate estate in _____ County. We will prepare the necessary documentation to open an unsupervised probate administration, and will assist you in your fiduciary duties to properly administer _____'s estate.

An Indiana Inheritance Tax Return must be filed no later than nine months following _____'s death, and we recommend preparing and filing it substantially before its due date. There are potentially beneficial decisions and determinations which can be made with regard to the Indiana Inheritance Tax Return. In order to prepare the Indiana Inheritance Tax Return, we will prepare a complete inventory of _____'s assets and obtain their date-of-death values.

_____ 's estate will also have an income tax return due by April 15th of next year. We will prepare and file this return for you as well. If you want us to file his final personal income tax returns, there will be an additional \$250 charge.

If this matter involves joint or multiple representation, the following language should be used:

Joint representation. Our representation will be of you jointly in this matter. Because we represent you both, you should be aware that anything disclosed by either one of you to any member of is open for complete disclosure to the other.

This is not to suggest that this is an issue; rather, it is appropriate to advise all individuals entering into common representation that our representation of you is joint because we are representing two people whose interests are not always the same.

Fees. Our fees for legal services will be billed on an hourly basis according to the billing rates charged by each lawyer or paralegal of our firm. My personal billing rate is currently \$_____ per hour and my paralegal's billing rate is currently \$_____ per hour. It is impossible to determine in advance the amount of time and expenses that will be needed to complete _____'s estate. Therefore, we cannot indicate in advance the total fees and expenses that will be paid. Please be aware that we do reserve the right to increase hourly rates for services performed. In the event of a rate increase, you will be advised one month in advance of the effective date of the rate increase in order that you may consider whether to seek new counsel or continue to utilize our services.

Billing. It is our practice to compute time at 0.1 per hour of time expended (six minute intervals). Charges for correspondence (including email), telephone calls (including voice mail) or document review will

be made whether they are initiated by or received by Attorney. You will also be responsible for certain expenses incurred in the handling of _____'s estate including court costs, publication fees, bond charges, postage, long distance, and photocopying.

Retainer. When we begin work with a new client we require a retainer against future billings. For this particular matter, we will require a retainer of \$ _____ before we proceed with any legal work on your behalf. This retainer will be credited by the time expended by the hourly rate plus any incurred expenses. You will be required to pay an additional retainer equal to the initial retainer amount anytime the amount of the preceding retainer has been substantially credited or depleted.

Invoices. We will provide invoices on a monthly basis. The invoices will describe our services and itemize our expenses in accordance with our standard firm policies. In the event that a monthly invoice has an outstanding balance (as opposed to a credit), we ask that you pay the balance of the invoice, in full, in addition to replacing the retainer if it is owed. Payment relating to all invoices will be due within thirty days after the invoices are mailed. Subject to any limitations imposed by Indiana's Rules of Professional Conduct, we reserve the right to discontinue work on any aspect of this representation in the event that any invoice is not paid within thirty days after the invoice is mailed. Interest will be charged and added to any balance on your account at the rate of the lesser of: one and one half (1/2) percent per month, eighteen (18) percent per annum; or the maximum rate permitted by applicable law commencing thirty (30) days after demand for payment is made.

In the event we are required to institute collection proceedings to recover any amounts owed by you, the provisions of this Agreement, in the discretion of Attorney _____, may be disclosed to any court in connection with any application for payment of fees or expenses for services rendered on your behalf. We shall also have the right to advise the court of any amounts that have been received on account by Client.

If charging on a flat fee, the previous four paragraphs can be replaced with the following language:

We are setting flat fees for handling the assets and the tax aspects as they relate to _____'s estate. For accomplishing these matters for you, and for providing tax recommendations and identifying opportunities, our flat fee will be \$ _____ for the administration of _____'s estate. At this time, one-half of the flat fee, being \$ _____, will be payable, and the balance will be due at the time of filing the Indiana Inheritance Tax Return.

Termination by either party. Either party has the absolute right to terminate this Agreement upon written notice; however, termination shall in no way discharge or release you from payment for all services rendered before the termination. We reserve the right to withdraw from this representation if you fail to make required payments, if you misrepresent or fail to disclose material facts to us, if you fail to follow our advice, or any other fact or circumstance which would, in our view, render our continuing representation unlawful or unethical.

Conclusion. If the information contained in this letter is acceptable to you and accurately confirms your understanding of our new attorney-client relationship, please sign and return the enclosed copy of this letter, along with the \$ _____ retainer, so that we can begin working on this very important matter.

Again, thank you for calling upon us to assist you at this difficult time.

Yours very truly,

Attorney

Approved:

Date:

XXX



REBECCA W. GEYER
— & ASSOCIATES, PC —
Compassionate Counsel For Every Generation
11550 N. Meridian Street, Ste. 200, Carmel, IN 46032

DATE

ADDRESS

Dear XXX:

It was a pleasure meeting with you last week. We would like to welcome you as a client of _____ . You are to be commended for taking action and planning your estate. We thank you for showing confidence in our firm to handle this very important matter. Our entire staff is committed to providing the best legal advice and service available to you throughout the estate planning process.

As we discussed, your appointment to come in and review and sign your documents has been set for _____. It will take us approximately one hour. If any questions arise prior to that time, please contact our office.

Terms of our engagement. Whenever we begin work with a new client, we require an engagement letter. We think that it is important that we get down in writing a common understanding of our relationship. If our understanding is correct, we ask that you indicate your approval by signing and returning the extra copy of this letter which is enclosed.

Fees. You are retaining _____, Attorney at Law, to represent you in connection with estate planning, which includes preparation of one or more of the following documents: Will, Trust Agreement, General Power of Attorney, Appointment of Health Care Representative, and Living Will. We charge a flat fee of \$_____ for such estate planning. You have already paid a retainer of one-half of the fee. The balance of the fee will be due at the time we execute your documents.

OR IF CHARGING HOURLY:

Our fees for legal services will be billed on an hourly basis according to the billing rates charged by each lawyer or paralegal of our firm. My personal billing rate is currently \$_____ per hour and my paralegal's billing rate is currently \$_____ per hour. It is impossible to determine in advance the amount of time and expenses that will be needed to complete your estate planning. Therefore, we cannot indicate in advance the total fees and expenses that will be paid. Please be aware that we do reserve the right to increase hourly rates for services performed. In the event of a rate increase, you will be advised one month in advance of the effective date of the rate increase in order that you may consider whether to seek new counsel or continue to utilize our services.

Billing. It is our practice to compute time at 0.1 per hour of time expended (six minute intervals). Charges for correspondence (including email), telephone calls (including voice mail) or document review will be made whether they are initiated by or received by Attorney. You will also be responsible for certain expenses incurred including postage, long distance, and photocopying.

Retainer. When we begin work with a new client we require a retainer against future billings. For this particular matter, we will require a retainer of \$ _____ before we proceed with any legal work on your behalf. This retainer will be credited by the time expended by the hourly rate plus any incurred expenses. You will be required to pay an additional retainer equal to the initial retainer amount anytime the amount of the preceding retainer has been substantially credited or depleted.

Invoices. We will provide invoices on a monthly basis. The invoices will describe our services and itemize our expenses in accordance with our standard firm policies. In the event that a monthly invoice has an outstanding balance (as opposed to a credit), we ask that you pay the balance of the invoice, in full, in addition to replacing the retainer if it is owed. Payment relating to all invoices will be due within thirty days after the invoices are mailed. Subject to any limitations imposed by Indiana's Rules of Professional Conduct, we reserve the right to discontinue work on any aspect of this representation in the event that any invoice is not paid within thirty days after the invoice is mailed. Interest will be charged and added to any balance on your account at the rate of the lesser of: one and one half (1/2) percent per month, eighteen (18) percent per annum; or the maximum rate permitted by applicable law commencing thirty (30) days after demand for payment is made.

In the event we are required to institute collection proceedings to recover any amounts owed by you, the provisions of this Agreement, in the discretion of Attorney, may be disclosed to any court in connection with any application for payment of fees or expenses for services rendered on your behalf. We shall also have the right to advise the court of any amounts that have been received on account by Client.

Joint Spousal Representation. It is common for a husband and wife to employ the same layer or law firm to assist them in estate planning. You have taken this approach by asking _____ to represent you both on a joint basis in this planning. It is important that you understand that because _____ will be representing both of you, each of you is considered her client. Accordingly, matters that one spouse might discuss with _____ must be disclosed to the other spouse. Ethical considerations prohibit _____ from agreeing that either spouse withhold information from the other. In this regard, _____ will not give advice to either spouse or make any changes to either party's estate planning without mutual knowledge and consent from both of you. Of course, anything either spouse discusses with _____ is privileged from disclosure to third parties.

Termination by either party. You have the right at any time to terminate our representation upon written notice. That termination will not relieve you of the obligation to pay for all services rendered before the termination.

We reserve the right to withdraw from this representation if, among other things, you fail to cooperate or follow our advice on a material matter, or any fact or circumstance which would, in our view, render our continuing representation unlawful or unethical.

Conclusion. If the foregoing terms and conditions accurately summarize and confirm the understanding of our new attorney-client relationship, **please indicate your approval and acceptance by dating, signing and returning the extra copy of this letter which is enclosed.**

Once again, we appreciate this opportunity to serve you and your family. Should you have any questions or concerns with regard to the matters discussed in this letter, please do not hesitate to contact us. We look forward to seeing you on _____.

Yours very truly,

XXX

Approved:

MAIL

- ON MONDAY AFTER YOU ARRIVE, CHEK THE MAIL(WE DO HAVE SATURDAY DELIVERY)
- CHECK ALL MAIL BY 1PM OR WHEN I SEE MAIL PERSON
- OPEN ALL MAIL EXCEPT FOR ANDREW OR REGIONAL TITLE
- OPEN NEWSLETTERS AS WELL , IS NOT JUNK MAIL
- MARIA: DEEDS, TITLEWORK, RECORDERS OFFICE OR RETURNED MAIL, CHECKS
- REBECCA: COURT DOCS, FSSA, MEDICAID,
- GIVE REBECCA TRANSAMERICA(DO NOT OPEN)


COURT FILINGS

ALWAYS SEND INITIAL FILING CERTIFIED*AND GET CHECK FOR
FILING FEE FROM REBECCA**


- ✓ LETTER TO CLERK- (ONLY DRAFT IT IF WE ARE MAILING)
WE MUST LIST EVERYTHING THAT WE ARE ENCLOSING-BE
SURE TO GO TO S DRIVE, FORMS, CLERK LETTERS TO SELECT
THE CORRECT ONE
- ✓ APPEARANCE/NOTICE MAILED TO DISTRIBUTEES/CLERKS
CERTIFICATE OF MAILING/CERTIFICATION OF PREPARATION
OF INVENTORY/COURTS INSTRUCTIONS/PERSON REPS FINAL
ACCOUNTING
4 COPIES TOTAL
- ✓ PETITION/AFFIRMATION OF PERSONAL REP
1 FOR US, 1 FOR CLIENT, 1 FOR COURT AND 1 FOR EVERY
NAMED PARTY AND/OR ATTORNEY
- ✓ ORDERS
1 FOR US, 1 FOR EACH CLIENT, 2 FOR COURT, AND 1 FOR
EVERY PERSON NAMED ON DISTRIBUTION LIST (THAT IS
FOUND ON THE BOTTOM OF EVERY ORDER
- ✓ NOTICE OF ADMINISTRATION
1 FOR US, 2 FOR COURT AND 1 FOR THE CLIENT
- ✓ NOTICE OF ADMINISTRATION
1 FOR US, 2 FOR THE COURT AND 1 FOR EACH CLIENT
- ✓ NOTICE OF HEARING/RULE 65 AFFIDAVIT/ACCEPTANCE AND
OATH OF GUARDIAN
1 FOR COURT, 1 FOR EACH CLIENT, AND 1 FOR US
- ✓ LETTERS OF GUARDIANSHIP OR TESTAMENTARY/LETTERS
OF UNSUPERVISED ADMINISTRATION
10 COPIES
- ✓ ENVELOPES
MADE OUT TO EACH PERSON ON DISTRIBUTION LIST
- ✓ WILL
5 COPIES TOTAL; ONE OF WHICH IS THE 'ORIGINAL'

HOW TO E-FILE HAMILTON COUNTY

- ON FAVORITES OPEN DOXPOP
- LOG IN(SHOULD BE AUTOMATIC)
- SEARCH BY NAME OR CAUSE#
- GREEN TAB FOR COURT CASES
- SEARCH BY CASE ID
- HIT ENTER

- 
- CLICK CAUSE # IN BLUE TO THE LEFT
- CLICK E-FILE ON THE RIGHT IN GREEN
- LET THE CASE LOAD
- CHOOSE ATTY (USUALLY RW/G)
- ADD DOCUMENT
- SELECT TYPE IN DROP DOWN- (LEAD DOCUMENT USUALLY)
- TYPE OF FILING IN DROP DOWN
- BROWSE TO ATTACH DOCUMENT
- SECURITY IN DROP DOWN AND SELECT (USUALLY PUBLIC)
- TYPE THE NAME OF THE DOCUMENT AGAIN IN THIS FIELD
- CLICK ATLEAST ONE PERSON AND THE PLUS SIGN
- CLICK SAVE AND WAIT
- PERSON RESPONSIBLE FOR FEES IS GOING TO BE THE CLIENTS USUALLY OR THE ATTORNEY
- CLICK: SUBMIT FILING
- CLICK: YES, TO SUBMIT IT

IF YOU HAVE ANOTHER DOCUMENT FOR THE SAME CASE THEN FOLLOW PROCEDURE AGAIN

- IF DIFFERENT CASE, GO TO TOP RIGHT AND ENTER THAT CASE# THEN CLICK SEARCH
- REFER TO NUMBER  STEP TO PROCEED.

TO LOOK UP DOCUMENT NUMBER TO A DEED-MARION COUNTY

- GO TO FAVORITES OR TYPE INDY.GOV/RECORDER
- GO TO RIGHT SIDE AND CLICK "FREE SEARCH"
- PUT IN PARCEL NUMBER IF YOU HAVE IT OR LAST NAME ONLY
- SELECT OUR CLIENT
- WRITE THAT DOCUMENT NUMBER DOWN
- WRITE DOWN THE NUMBER OF PAGES AS WELL

TO LOOK UP DEED IN HAMILTON, COUNTY, IN

- GO TO DOXPOP FAVORITE
- LOGIN WORK EMAIL AND GEORGE PW
- CLIENT LAST NAME, FIRST NAME
- SELECT COUNTY
- HIT SEARCH
- JUST CLICK PIECE OF PAPER NEXT TO WORK AVAILABLE TO VIEW DOCUMENT
- SCROLL DOWN TO GET LEGAL DESCRIPTION FOR YOUR DEED INSTEAD OF REQUESTING A COPY

TO REQUEST THE DEED ONLINE-MARION COUNTY

- GO BACK TO SITE
- SELECT TAPESTRY TAB
- SELECT SEARCH NOW
- ENTER DOCUMENT NUMBER IN SECOND BOX TO THE RIGHT
- CLICK SEARCH
- CLICK AGREE
- CLICK CONTINUE
- ENTER ALL CC INFO

TO RECORD A DEED IN SANTE FE, NEW MEXICO

- \$25.00 PER DOCUMENT (NO MATTER OF UMBER OF PAGES)
- SANTE FE COUNTY CLERK
PO BOX 1985 SANTE FE, NM 87504

TO RECORD WITH JACKSON COUNTY, IN RECORDER

- 111 SO. MAIN STREET BROWNSTOWN, IN 47220
- 1ST PAGE \$16.00, EACH ADDITIONAL PAGE \$2.00 PER PAGE
2 IN MARGIN AT THE TOP

TO RECORD WITH HENDRICKS COUNTY, IN RECORDER

- 355 SO. WASHINGTON STREET DANVILLE, IN 46122
- 1ST PAGE \$11.00
- EACH ADDITIONAL PAGE \$2.00

TO REQUEST DEED FROM MARSHALL COUNTY, IN RECORDER

- CALL: 574-935-8515
- GIVE THEM LAST NAME OF THE CLIENT
- THEY WILL GIVE YOU INSTRUMENT # AND LEGAL DESCRIPTION.
- DRAFT LETTER TO THEM WITH JUST NAME OF CLIENTS, INSTRUMENT NUMBER AND THE CHECK, \$1 PER PAGE
- CHECK PAYABLE TO MARSHALL COUNTY RECORDER

TO RECORD WITH BARTHOLOMEW COUNTY, IN RECORDER

- CALL 812-379-1520
- MAIL TO: 440 THIRD STREET COLUMBUS, IN 47201
- CHECK PAYABLE TO : BARTHOLOMEW COUNTY RECORDER
- \$16.00 FIRST PAGE \$2.00 EACH ADDITIONAL

TO RECORD WITH ROSCOMMON COUNTY, MI RECORDER

- CALL 989-275-5931
- MAIL TO: 500 LAKE STREET ROOM 1 ROSCOMMON, MI 48653
- CHECK PAYABLE TO : ROSCOMMON COUNTY RECORDER
- \$14.00 FIRST PAGE \$3.00 EACH ADDITIONAL

TO RECORD WITH LEE COUNTY, FLORIDA RECORDER

- CALL 239-533-5007
- MAIL TO: 2115 2ND STREET, 2ND FLOOR, FORT MEYERS, FL 33901
- CHECK PAYABLE TO : LEE COUNTY CLERK OF COURTS
- \$10.00 FIRST PAGE \$8.50 EACH ADDITIONAL
- PLUS .70 FOR DOCUMENTARY COST

TO RECORD WITH MONROE COUNTY, INDIANA RECORDER

- CALL 812-349-2520
- MAIL TO: PO BO 1634 BLOOMINGTON, IN 47402
- CHECK PAYABLE TO : MONROE COUNTY RECORDER
- \$16.00 FIRST PAGE \$2.00 EACH ADDITIONAL
- PLUS \$5.00 FOR AUDITOR

TO RECORD WITH SHELBY COUNTY, INDIANA RECORDER

- CALL 317-392-6370
- MAIL TO: 25W POLK STREET ROOM #101 SHELBYVILLE, IN 46176
- CHECK PAYABLE TO : SHELBY COUNTY RECORDER
- \$16.00 FIRST PAGE \$2.00 EACH ADDITIONAL
- PLUS 5 PER PARCEL FOR AUDITOR

TO RECORD WITH MANATEE COUNTY, FLORIDA RECORDER

- CALL 941-741-4045
- MAIL TO: 1115 MANATEE AVE. W. BRADENTON, FL 34205 ATTN: RECORDING
- CHECK PAYABLE TO : MANATEE COUNTY CLERK
- \$10.00 FIRST PAGE \$8.50 EACH ADDITIONAL ON ALL THE TYPES OF FILINGS

TO RECORD WITH SPENCER COUNTY, IN RECORDER

- 812-649-6013
- 200 MAIN STREET ROOM #9 ROCKPORT, IN 4768
- \$16.00 FIRST PAGE \$2.00 EACH ADDITIONAL
- \$5.00 PAYABLE TO AUDITOR PER PARCEL

TO RECORD WITH BOONE COUNTY, INDIANA RECORDER

- CALL: 765-482-3070
- MAIL TO: 202 COURTHOUSE SQUARE LEBANON, IN 46052
- *TO REQUEST A DEED; \$1.00 FOR 1ST PAGE AND \$2.00 EACH ADDITIONAL PAGE*
- SEND SELF ADDRESSED/STAMPED ENVELOPE
- TO REQUEST DEED CALL AUDITORS OFFICE IN BOOKS AND GET TRANSFER DATE
- CALL RECORDER BACK GIVE THAT DATE AND GET NUMBER OF PAGES
- THEN PUT REQUEST IN WRITING WITH CHECK/PAGE COUNT AND CLIENT NAME AND RETURN ENVELOPE \$1.00 PER PAGE.
- *TO RECORD: \$16.00 1ST PAGE AND \$2.00 EACH ADDITIONAL \$5.00 TO THE AUDITOR*

TO RECORD WITH HANCOCK COUNTY, INDIANA RECORDER

- CALL: 317-477-1142
- MAIL TO: 111 S. AMERICAN LEGION PLACE, SUITE 202 GREENFIELD, IN 46140
- (CAN BE FILED ON SIMPLIFILE)
- TO RECORD AT CLERKS OFFICE
317-477-1109
156 FOR CERT NEW FILING
181 SHERRIF FILING

TO RECORD WITH HOUGHTON COUNTY, MICHIGAN RECORDER

- CALL: 906-482-1311
- MAIL TO: 401 E. HOUGHTON AVE 2ND FL. HOUGHTON COUNTY, MI 49931
- HEL PAYABLE TO HOUGHTON COUNTY REGISTER OF DEEDS
- \$14.00 FOR 1ST PAGE AND \$3.00 EACH ADDITIONAL

TO RECORD POA IN DELAWARE COUNTY, IN MUNCIE INDIANA RECORDER

- CALL: 765-747-7804
- MAIL TO: 100 W. MAIN STREET ROOM 209 MUNCIE, IN 47305
- CHECK PAYABLE TO DELAWARE COUNTY RECORDER
- \$11.00 FOR 1ST PAGE AND \$2.00 EACH ADDITIONAL

Will Prep Checklist

Will:

- Personal Property Memo Yes No
- Language for additional children Yes No
- Children's Trust Yes No
- Young children/Stretch IRA provisions Yes No
- Young children/Disclaimer provisions Yes No
- Adult children/Minor grandchildren Yes No
- Surviving adult children only Yes No

Guardianship Language Yes No

	Husband	Wife
1 st Choice		
2 nd Choice		

Trustee /Residuary Estate Yes No

	Husband	Wife
1 st Choice		
2 nd Choice		
3 rd Choice		

Personal Representative/Executor/PPM

	Husband	Wife
1 st Choice		
2 nd Choice		
3 rd Choice		

Power of Attorney:

	Husband	Wife
1 st Choice		
2 nd Choice		
3 rd Choice		

- Medicaid Planning Yes No
- Effective Immediately Effective Upon Disability
- Compensation No Compensation

Appointment of Health Care Representative/HIPAA:

	Husband	Phone	Wife	Phone
1 st Choice				
2 nd Choice				
3 rd Choice				

Living Will

Beneficiary Designations:

- Stretch IRA Beneficiary Designation: Yes No
- Life Insurance Beneficiary Designation: Yes No

Invoice: No Yes, Balance Due _____

Indiana Continuing Legal Education Forum

Website Accessibility Under The Americans With Disabilities Act

October 18, 2016

Jeffrey S. Beck
Faegre Baker Daniels LLP
300 N. Meridian Street, Suite 2700
Indianapolis, IN 46204
317.237.0300

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Today's Discussion

- ▶ Websites and the ADA
- ▶ Department of Justice
- ▶ Private Plaintiff Lawsuits and Options for Responding
- ▶ Steps to Avoid Being Targeted

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ADA Basics – Title III

- ▶ Title III of the Americans with Disabilities Act:
prohibits discrimination on the basis of disability in the provision of public accommodations and commercial facilities.

ADA Basics – Title III

- ▶ Two Components
 - ▶ Access to Physical Facilities
 - ▶ Equal Access to Programs and Services

ADA Basics – Title III

- ▶ Public accommodations are places where the public is invited or expected to be.
- ▶ Most common public accommodation is a store or restaurant open to the public.
- ▶ Is a website a public accommodation?

Websites and the ADA

- ▶ The Early Years
 - ▶ Courts initially took the position that a public accommodation under the ADA must be a physical place. The ADA does not apply to a website.
 - ▶ Access Now, Inc. v. Southwest Airlines, Co., S.D. FL. 2002

Websites and the ADA

- ▶ The Transition Years
 - ▶ Some courts (including those in the Seventh Circuit) then took the position the ADA applied to a website if it was operated in conjunction with a bricks and mortar store.
 - ▶ Doe v. Mutual of Omaha Ins. Co., 7th Cir. 1999
 - ▶ Weger v. 20th Century Fox, 9th Cir. 2000
 - ▶ Nat'l Fed. Of Blind v. Target Corp., N.D. Cal. 2006

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Websites and the ADA

- ▶ The Latest Decisions
 - ▶ Many of the latest decisions from the federal district courts have abandoned the requirement of a physical location and find that a website that is open to the public is a public accommodation subject to the ADA.
 - ▶ Nat'l Assoc. of Deaf v. Netflix, Inc., D. Mass. 2012

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Websites and the ADA

- ▶ Bottom Line
 - ▶ There is no real unifying decision, but latest cases point to a growing acceptance of websites as public accommodations.

Websites and the ADA

- ▶ Enforcement
 - ▶ Private Plaintiffs
 - ▶ Injunctive relief
 - ▶ Attorneys' fees
 - ▶ Department of Justice, Civil Rights Division
 - ▶ Injunctive relief
 - ▶ Compensation to victims of discrimination
 - ▶ Civil penalties

DOJ's Position

- ▶ The Department of Justice maintains that a website is a public accommodation and that failure to maintain an accessible website is discrimination against persons with disabilities in violation of the ADA.
- ▶ The Department of Justice takes the position that this is the legal requirement of the ADA regardless of the fact that there are no official standards or regulations addressing website accessibility.

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DOJ's Position

- ▶ The Department of Justice continues to respond to complaints, open investigations and settle claims based upon their position that website accessibility of public accommodations is the law.
 - ▶ Nat'l Assoc. of Deaf v. Harvard
 - ▶ DOJ Statement of Interest

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DOJ's Position

- ▶ The Department of Justice settlement agreements of record are perhaps the most accurate indicator of what the eventual regulations will provide.

Website Accessibility

- ▶ Common Accessibility Complaints
 - ▶ Images Without Text Equivalent
 - ▶ Documents Posted in Inaccessible Formats
 - ▶ Specific Colors and Fonts
 - ▶ Inaccessible Multimedia Attachments

Website Accessibility Elements

- ▶ Images lack text equivalent
 - ▶ Screen reader or assistive technology device can't read image
 - ▶ No navigational headings or links
 - ▶ No captions for web content conveyed by sound

Website Accessibility

- ▶ There are no official final regulations addressing the accessibility of websites under Title II or Title III of the ADA.
- ▶ Federal agencies follow the Section 508 standards, which were developed under the Rehabilitation Act of 1973 to ensure accessibility of individuals with disabilities to federal agencies and information.

Learn more about the
Section 508 Standards at:

www.access-board.gov

Website Accessibility

- ▶ The World Wide Web Consortium has created and published two versions of its web content accessibility guidelines.
 - ▶ WCAG 1.0
 - ▶ WCAG 2.0

Learn more about the
Web Content Accessibility Guidelines at:

www.w3.org

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Accessibility Regulations

- ▶ In 2010, the Department of Justice issued an advance notice of proposed rulemaking to establish regulations governing the website accessibility of public accommodations and state and local governments. The original comment period closed in 2011.
- ▶ Since that time, the Department of Justice has regularly postponed the announcement of the regulations and to this day no regulations have been produced through this process.
- ▶ The rulemaking process has been separated and the Department of Justice anticipates publishing regulations for public accommodations and state and local government separately.

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Accessibility Regulations

- ▶ A few months ago, the Department of Justice withdrew the prior rulemaking process with regard to state and local governments (which was to produce regulations sometime in 2016) and issued a supplemental advance notice of rulemaking which reopened the public comment period through August of 2016. The DOJ later extended the period through October 7, 2016.
- ▶ The Department of Justice previously announced that the regulations for public accommodations would be delayed to sometime in 2018.

ADA.gov

The screenshot shows the ADA.gov website interface. At the top, there is a search bar and navigation tabs for 'Law Regulations', 'Design Standards', 'Technical Assistance Materials', and 'Enforcement'. The main content area is titled 'Regulations Under Development' and includes several sections: 'Current Unified Agenda of Regulatory and Deregulatory Actions', 'Notices of Proposed Rulemaking', and 'Advance Notices of Proposed Rulemaking'. The 'Advance Notices of Proposed Rulemaking' section lists several specific notices, including one regarding 'Accessibility of Web Information and Services Provided by State and Local Governments' and another regarding 'Accessibility of Web Information and Services Provided by Entities Covered by the ADA'.

Government Web Accessibility

- ▶ Key Issues
 - ▶ Web content vs. website
 - ▶ Small entity standard?
 - ▶ Exemptions
 - ▶ Compliance period
 - ▶ Web Apps – Social Media

Accessibility Regulations

- ▶ The new regulations are likely to adopt some form of WCAG.
- ▶ The new regulations are likely to adopt some transition period.
- ▶ The new regulations are likely to include some of the concepts from the Department of Justice settlements.

Private Lawsuits

- ▶ Private law firms
 - ▶ Shotgun blast approach
 - ▶ Computerized website analysis

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Private Lawsuits

- ▶ Demand Letter
 - ▶ Represent individuals
 - ▶ Tester
 - ▶ And “other” disabled individuals
 - ▶ Who access or attempt to access
 - ▶ Violations of ADA and Section 504
 - ▶ Denied individuals with disability access to online content

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Private Lawsuits

- ▶ Reliance on “Expert”
 - ▶ List of standards under Section 508 and WCAG 2.0
 - ▶ And compliance failure percentage of target’s website

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Private Lawsuits

- ▶ “Settlement Agreement”
 - ▶ You must:
 - ▶ Pay certain attorney fees and costs
 - ▶ Within 18 months
 - ▶ Conform with Section 508 and WCAG 2.0
 - ▶ Within 30 days retain consultant
 - ▶ Approved by claimant
 - ▶ Hire our consultant
 - ▶ Consultant 6 months checkup
 - ▶ Training
 - ▶ Monthly/quarterly or annually
 - ▶ Consultant evaluation

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How Can Websites Be More Accessible

- ▶ Take proactive steps to evaluate website and appropriate course to bring it into compliance with WCAG 2.0

How Can Websites Be More Accessible

- ▶ The WCAG 2.0 provides 12 guidelines for addressing web accessibility. Level A conformance is the minimum level of conformance and contains checkpoints that provide basic accessibility, and Level AA conformance is the intermediate level of conformance and contains checkpoints that provide for more comprehensive web accessibility.
- ▶ The requirements set forth in the WCAG 2.0 for website accessibility compliance focus on a perceivable, operable, understandable and robust website as follows:

How Can Websites Be More Accessible

- ▶ **Perceivable**
 - ▶ Provide text alternatives for non-text content
 - ▶ Provide captions and other alternatives for multimedia
 - ▶ Create content that can be presented in different ways, including by assistive technologies, without losing meaning
 - ▶ Make it easier for users to see and hear content

How Can Websites Be More Accessible

- ▶ **Operable**
 - ▶ Make all functionality available from a keyboard
 - ▶ Give users enough time to read and use content
 - ▶ Do not use content that causes seizures
 - ▶ Help users navigate and find content

How Can Websites Be More Accessible

- ▶ Understandable
 - ▶ Make text readable and understandable
 - ▶ Make content appear and operate in predictable ways
 - ▶ Help users avoid and correct mistakes

- ▶ Robust
 - ▶ Maximize compatibility with current and future user tools

Accessibility Policy

- ▶ Many entities have opted to adopted an accessibility policy to address accessibility issues.
- ▶ Often, an accessibility policy is adopted in conjunction with an implementation plan for achieving accessibility over time.

Implementation Plan

- ▶ An implementation plan would contain many of the same requirements found in a DOJ settlement or a structured negotiation settlement. A typical implementation plan consists of the following components:

Implementation Plan

- ▶ The establishment of a policy of accessibility for the public accommodation website
- ▶ The assessment of the public accommodation website and the identification of areas where accessibility does not exist
- ▶ The identification of website improvements to enhance accessibility in accordance with the accessibility standards
- ▶ A plan to implement the improvements
- ▶ A plan to assure that all employees charged with the responsibility of website content and maintenance are trained in website accessibility and the applicable guidelines
- ▶ A plan to provide procedures for users with disabilities to report problems with accessibility features
- ▶ A plan to periodically test the accessible features of the website.

Sample Accessibility Policy

- ▶ [Company] is committed to ensuring the accessibility of its facilities to persons with disabilities, including accessibility to our website. We have adopted this policy and a plan of implementation that will render our website accessible no later than _____. In the interim, if you have any questions regarding accessibility of our website, please email us at _____ or call _____.
- ▶ Reference and hyperlink on each website page.

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united.com Accessibility Policy

- ▶ United is committed to making united.com accessibilt to all people, regardless of their abilities. We've adopted the W3C Web Content Accessibility Guidelines (WCAG) 2.0 as the technical standard for core travel information and services on our website.
- ▶ If you have feedback or concerns related to the accessibility of united.com, please let us know.
- ▶ Persons with a disability who are unable to access united.com or prefer to contact us by phone should call United's 24-hour Accessibility Desk at 1-800-228-2744 within the United States of Canada, or from elsewhere call United's Customer Contact Center and ask to be connected to the Accessibility Desk
- ▶ united.com contains links to external websites that are not within our control and may not follow the same accessibility po.licies as United

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Other Steps

- ▶ Website Accessibility Coordinator
- ▶ Periodic monitoring
- ▶ Interim measures

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THANK YOU

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