

## **Firm Policies Disclosure**

Below are important policies of the law firm of Carney Elder Law (the Firm), which apply to all cases (as applicable) and all clients to whom we provide services. PLEASE READ CAREFULLY and then sign at the end and return to the Firm to acknowledge that you have received and reviewed these policies.

### **Duty to Inform Us**

The quality of the services that our Firm provides to you is based on the accuracy, timeliness, and completeness of the information that you and others provide on your behalf, in addition to any information we may be able to gather on our own. It is essential that you provide accurate, timely, and complete information to our Firm regarding your situation, and that you promptly inform us of changes in this information.

### **Limitation on Scope of Services**

Please be advised that this Firm has represented and may currently represent numerous private professional fiduciaries, financial institutions and non-profit organizations as conservators, trustees and personal representatives. The private professional fiduciaries and agents for the financial institutions and non-profit organizations include, but may not be limited to Rita Baum, John Rowden Davis, Mircea (Mike) Dragomir, Eric Hersh, Jutta Kiel, Richard H. Lambie, Nancy Norris, Bonnie Burdett, Joyce Anthony, Dave Katra, Sue Katra, Roger Crissman, Russell H. Marshall, Christi Fried, William Hoggan, Gary Beagle, Nina Herndon, Dan Jett, Pamela LoCoco, Cathy Colgan, Karl Kadie, Donna Verna, Stephen Ink, Dusty White, Darren Wallace, Stephanie Allen, and Jan Lindow. This Firm will not represent you in the matter of any conflict between the interest of any private professional fiduciary and yourself, even if the private professional fiduciary is appointed as temporary conservator, conservator, temporary trustee, trustee or agent. You will have to engage another attorney if you desire to be represented in connection with any conflict between the interest of one of the parties listed above and your interest.

### **No Guarantee**

The Firm's attorneys and other staff will provide conscientious, competent, and diligent services at all times as we seek to find solutions that are reasonable for your situation. However, as required by California law, please be advised that the Firm CANNOT and does NOT warrant, predict, or guarantee results or the final outcome of any matter.

**Confidentiality/Privacy Policies**

The Gramm-Leach Bliley Act of 1999 requires financial institutions and businesses significantly engaged in financial activities to provide notice to their customers of the policies for the protection of individually identifiable personal information. The Firm complies with these privacy regulations. Our Firm also keeps confidential all communications between a client and the members of our Firm that are communicated in the course of our relationship with the client; all information relating to the representation, whatever its source; and matters protected by the attorney work product doctrine as required by the California Business and Professions Code and the Rules of Professional Conduct applicable to the practice of law in California. Pursuant to these laws and rules, except with the informed consent of the client, we will not disclose client confidential or private information to any third persons other than those who are present to further the interest of the client in a consultation with the client, or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which the Firm is retained, or as required by law. A separate Waiver of Privacy/Notice of Privacy Policies, which is a notice and waiver form, will be provided for you to complete and sign to allow the Firm to confer with your close family members, and others whom you list on the form, regarding your matter(s).

**Financial Services**

In addition to or instead of traditional legal services, the Firm also will provide to clients who desire them limited financial services and/or care coordination and advocacy services. Financial services are provided in collaboration with the financial advisors from Elder Care Financial, located 2046 Queensbrooke Blvd., Suite 100, St. Peters, MO 63376, and in particular with Don Quante, the founder and one of the owners of Elder Care Financial. The normal fees for financial services and products provided to clients represented by the Firm and Elder Care Financial are divided and shared between them. There are no additional fees paid by the client or the insurance company on the client's purchase of any financial product due to the Firm's association and partnership with Elder Care Financial. For the purpose of assisting clients with identifying and purchasing financial products they desire and receiving compensation for doing so by sharing in the normal commission paid by the insurance company on the sale of the financial product, Janis Carney has become a licensed Life and Health Insurance Agent for the State of California. However, despite this license, she helps clients with Financial Services exclusively in partnership with Elder Care Financial, whose advisers create the financial plan and identify and explain the financial product options directly to the clients. Ms. Carney's and the Firm's role as both attorney and licensed insurance agent in the case is to advise and assist the client(s) to identify and understand appropriate financial product options in order to provide for the client's income and/or long-term care needs, ensure that the client is not pressured or influenced to purchase any financial product other than by providing the information and opportunity for the client to do so, and assist with the application and purchase process as needed. As providing financial services to clients may result in a potential conflict of interest between the Firm (as the client's attorney) and the client, California law requires that the attorney must obtain an informed and knowing consent from the client(s) to the dual roles of attorney and insurance agent and a waiver of the potential conflict of interest. When applicable, a Financial Services Conflict Waiver Agreement setting forth the conflicts of interest in the case will be provided separately to be read and signed by the client(s). Please understand that the Financial Services Conflict Waiver Agreement will be a part of the Retainer and Fee Agreement in such a case; and, without it, the Retainer and Fee Agreement will be incomplete and void.

**Records**

Any materials you provide to the Firm are ultimately your property. All other materials are the Firm's property; however, you have a right to access everything in the file. At the conclusion of the representation, you may request return of all original documents and copies of any portion of the file, other than our personal notes to the file. Furthermore, by hiring the Firm, even for a free initial consultation, you agree that the Firm may destroy all portions of the file, including original documents, at any time after 48 months after the conclusion of the legal representation, and you consent to the destruction of the file without further notice to you.

**Errors and Omissions Insurance**

California law requires that we inform you that our Firm carries errors and omissions insurance applicable to the services to be rendered to you. With reference to attorney's fees, you should know that you have the right to have any dispute submitted to mandatory binding arbitration. Such arbitration is conducted in accordance with rules of the State Bar of California, before an arbitrator or arbitrators selected in accordance with those rules or the rules of any local bar association within Santa Clara County which is operating under the auspices of the State Bar. The decision of the arbitrator is final and binding on the parties. The arbitrator shall have the discretion to order that the costs of arbitration, including the arbitrator's fees, and other costs, be paid by the losing party.

**Notice re Circular 230**

The United States Treasury Department (Internal Revenue Service) issued a new Regulation effective June 21, 2005, which has been referred to as "Circular 230". The primary purpose of Circular 230 is to curb abusive tax practices. In this regard, it sets forth rules that tax practitioners (including attorneys and certified public accountants) must comply with when they provide written statements and communications regarding certain Federal tax issues. However, Circular 230 covers much more than formal legal opinions and may apply to any writing relating to any provision of the Internal Revenue Code, including written or electronic communications and attachments thereto ("Writings").

Circular 230 requires that we advise you that, because any Writing we may be providing to or for you may not strictly comply with the Circular 230 Rules, the Writings we provide to you cannot be relied upon and are not intended or written to be used and cannot be used for the purposes of (1) avoiding penalties imposed under the Internal Revenue Code, or (2) promoting, marketing or recommending to another party any transaction or matter addressed. In addition, any tax advice that we provide you orally is also not intended to, and will not comply with the Circular 230 Rules for legal opinions that can be relied upon by you for purposes of avoiding penalties imposed under the Internal Revenue Code.

To comply with the standards of Circular 230, any Writing or a legal opinion must meet strict requirements. Strict compliance with these rules would dramatically increase the attorney time involved in providing you legal services and therefore, would substantially increase your attorney fees. Our legal services do not comply with these strict rules. If you wish such a legal opinion, we suggest that you retain a tax attorney or CPA to advise you on your tax issues and provide a legal opinion to you that complies with the rules of Circular 230.

**No Duty to Successors-in-Interest**

Notwithstanding any of the provisions of any Retainer and Fee Agreement you enter into for services from the Firm, and of any other documents signed by you in connection with any current, prior, or future Retainer and Fee Agreement with the Firm, including but not limited to a Dual Representation or other Conflict Waiver

Agreement, the Firm owes no duty whatsoever to your heirs, beneficiaries or other successors in interest to your property/assets by virtue of such Agreement(s) and other documents.

**Dual Representation Conflict of Interest (if applicable)**

Anytime an attorney takes on the representation of more than one person in a case or in related cases (even if those persons are married), there is always a potential for a conflict of interest. Under California law, if such a situation exists, the attorney must obtain an informed and knowing consent from the clients to the dual representation and waiver of the potential conflict of interest. When applicable, a Dual Representation Conflict Waiver Agreement setting forth the conflicts of interest in the case will be provided separately to be read and signed by the parties. Please understand that the Dual Representation Conflict Waiver Agreement will be a part of the Retainer and/or Fee Agreement in your case; and, without it, the Retainer and/or Fee Agreement will be incomplete and void. If applicable, please review the Dual Representation Conflict Waiver Agreement carefully, and if you consent to the multiple representations set forth in it and, in consenting, also waive the potential conflict of interest inherent in the multiple representations in your case, then you must sign and return the Dual Representation Conflict of Interest Waiver Agreement along with the Retainer and/or Fee Agreement.

**Authorization for Release of Financial Information (if applicable)**

When applicable, we will provide an Authorization for Release of Financial Information form for you to review, complete, sign, and return to the Firm. This form is needed in order for the Firm to obtain information about you and your accounts FROM your financial companies, such as your bank and investment company.

**By my/our signature(s) below, I/we acknowledge that I/we have read and understand each of the policies as set forth above, and that they constitute part of my/our agreement for services from the law firm regardless of whether a fee is owed for such services or whether a formal Retainer and Fee Agreement is entered into with the Firm for legal services I/we may request.**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_