LAW OFFICE OF
Opfer | Campbell | Beck P.C.
ATTORNEYS AT LAW

Ashley Mae Opfer
Brandon J. Campbell
Ashleigh N. Beck

Telephone: 303.791.0995
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ESTATE DOCUMENT PREPARATION

A Limited Planning Service Offered by Opfer | Campbell | Beck P.C.

Greetings,

As we all know, there is so much to plan for in our lives, and one of those important services people often overlook is "Estate Planning" – that is, planning for what happens and who steps in if we become incapacitated and for when we pass away. The process, documents, and cost often act as barriers to people completing this very important process. We understand that not everyone wants to complete full Estate Planning, so in response, our office is now offering a simplified document preparation service. At a minimum, this can guarantee you have valid, comprehensive estate documents prepared by experienced attorneys licensed in your state, without the legal advising, "funding," and collaborative process involved with traditional estate planning.

To help ALL Coloradans and Texans over 18+ ensure they have basic legal protections, Opfer | Campbell | Beck P.C. now provides a simple, one-meeting document preparation service. This is a limited form of planning to put immediate protections in place, which a person can change or expand anytime in the future. The service we now offer includes:

- An expedited document preparation service for Colorado & Texas residents: **General & Medical Powers of Attorney, Living Will / Advance Medical Directive, HIPAA Release, and Last Will & Testament**
- All onboarding and design aspects occur by email and phone, followed by a brief review and signing.
- Documents can be prepared and signed in as little as 3 business days. Clients receive the original, signed documents plus an online client platform with digital copies, additional resources, and the ability to upload important information for our firm to hold for you.
- The fee for services is $375 per person, or $700 per couple. This service is offered **for free** to any resident **age 80 and over**.

Importantly, documents alone will **not avoid probate when you pass away**, but they will ensure that any probate happens exactly as you wish, and the documents will also help you avoid probate proceedings that happen while you are alive (Guardianships & Conservatorships). If you have any questions, or if you would like to move forward with document preparation, please do not hesitate to contact our office today! For additional information about the limited document preparation service, please see the remainder of this packet.

Sincerely,

Brandon J. Campbell, esq.
Partner

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DOCUMENT DESIGN INTERVIEW
(*Each Client Completes Their Own*)

Greetings,

Thank you for trusting Opfer | Campbell | Beck P.C. with preparing important documents for you. The purpose of this interview is for you to consider, decide, and notify us of important decisions related to your estate documents. Essentially, you are creating a basic structure to ensure everything happens the way you want, and that the best people are installed to help you.

Below is a description of the decisions to make and the information we need to prepare forms for you. Once you return this interview form (you can scan and email it back), we will prepare your draft documents and follow up with any specific questions we may have. Then we will coordinate you signing them all into place. Please do not hesitate to reach out if you have any questions completing this form.

We look forward to assisting you!

PERSONAL INFORMATION

Full Legal Name:	
Aliases (other names you've used; maiden name):	
Birthday:	
Social Security Number (last 4 digits only): XXX-XX-	
Spouse Name, if applicable:	
Date of Marriage, if applicable:	
Legal Address:	
Best Phone Number:	Best Email:

Children Information

Full Legal Name	Birthday

Nominations

Medical Durable Power of Attorney: When you are "incapacitated" for any reason, a medical POA makes all decisions related to your well-being, including daily issues (food, prescriptions, home care) and major operations. Without a valid POA and someone willing to serve, a person wanting to help you must file a case in probate and seek appointment as your "Guardian." We recommend you nominate one person as a primary, and then you can choose as many backups / alternates as you want. The nominees must be at least 18 years old, but they can live anywhere and do not need to be related to you. Your medical POA can be the same person as your financial power of attorney, if you wish.

PRIMARY AGENT (Full Name): ____

ALTERNATE 1: ____

ALTERNATE 2 (optional): ____

ALTERNATE 3 (optional): ____

Financial Power of Attorney: When you are "incapacitated" for any reason, a financial/economic POA makes all decisions regarding property, financial matters, business matters, etc. for you, including paying your bills, filing your taxes, managing banks and investments, and managing insurance. Without a valid POA and someone willing to serve, a person wanting to help you must file a case in probate and seek appointment as your "Conservator." We recommend you nominate one person as a primary, and then you can choose as many backups / alternates as you want. The nominees must be at least 21 years old, but they can live anywhere and do not need to be related to you. Your financial POA can be the same person as your medical POA, if you wish. *This line of people also serves as Executor / Personal Representative.

PRIMARY AGENT (Full Name): ____

ALTERNATE 1: ____

ALTERNATE 2 (optional): ____

ALTERNATE 3 (optional): ____

Guardians: If you are the caregiver for a minor child and become incapacitated or pass away, who would you nominate to serve as guardian(s)? Please nominate a primary guardian (or set of guardians), as well as at least one alternate nominee (or set of alternates). These nominees must be at least <u>18 years old</u> and do not need to be related to you. If you choose a couple (e.g. husband and wife), think about which of those you would want if they were to divorce and that is who we will list.

PRIMARY GUARDIAN (Full Name): ____

ALTERNATE 1: ____

ALTERNATE 2 (optional): ____

HIPAA Authorization (Medical Release): As part of planning, we need to ensure all the people we care about have the very basic access to call a hospital if we have an accident. Our medical laws (specifically, HIPAA) prevent people from receiving basic information about us, so as part of your documents, we will prepare a standalone HIPAA Authorization. This document does not provide <u>any</u> power to make decisions for us – only access to information. You may identify anyone, of any age on this document. Please include the full legal names of everyone you wish to include, and you may attach additional pages to this interview for more names.

Name	Name	Name

<u>DISTRIBUTIONS & BENEFICIARIES</u>

Pets: Do you have any pets? If so, who would you want to receive and take care of any pets if you are no longer able to, yourself?

____

Primary Distribution of Estate: By default, any property would pass to your spouse upon passing away, or if you do not have a spouse at that time, then to your next-of-kin in equal shares (e.g. to any children you have; if no children, then to parents; and if no parents, then to siblings). <u>You are in control</u> of where your estate passes, so please let us know who you would <u>first</u> want to receive everything (*e.g. all to my spouse; to be divided among all my children, equally*).

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Alternate / Backup Disposition of Estate: If nobody in your "Primary Distribution" can inherit, where would the remainder of all your property go? For example, if you listed your spouse as sole beneficiary, do you want the money/property to go to your children next? Commonly, people choose a list of relatives, friends, and/or charities, but it is entirely up to you. If you do <u>not</u> designate an ultimate recipient, everything will default to your next-of-kin (closest-related family member).

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Management of Children's Money: If any of your money/property ends up with a minor child, who would manage the inheritance for them? Any choices must be at least 21 years old.

MANAGER(S): ____

ALTERNATE MANAGER(S) (optional): ____

Additional Concerns / Requests: Is there anything else specifically you want to address in your documents, or that you have concerns about for us to know before we write them?

____

____

ASSETS

Asset Type	Location / Company	Notes
Real Estate / Vacant Land / Rentals / Timeshares (*and who is on the title?)		
Mortgage, if applicable (*and who is on the loan?)		
Vehicles (*who is on title?)		
Bank Accounts (Checking/Savings)		
Investment & Retirement Accounts		
Life Insurance		
Homeowners/Auto Insurance (e.g. State Farm)		
Business Interests		

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LEGAL REPRESENTATION ENGAGEMENT AGREEMENT
(LIMITED REPRESENTATION – DOCUMENT PREPARATION ONLY)

Thank you for choosing Opfer | Campbell | Beck, P.C. as your legal counsel. This Legal Representation Engagement Agreement is our contract with one another. Please read it carefully and, if you agree with its terms after fully understanding all of them, please sign in the space provided on the last page of this Legal Representation Engagement Agreement.

ATTORNEY SERVICES

The Services contemplated with Opfer | Campbell | Beck P.C. include preparation of the following estate planning documents for you: General Durable Power of Attorney, Medical Durable Power of Attorney, Medical Release / HIPAA Authorization, Living Will / Advance Medical Directive, and Last Will & Testament. The Services in this Agreement do not include trust-planning documents of any kind.

SCOPE AND DUTIES

Our services will not include litigation of any kind, whether in court or alternative dispute resolution. The scope and function of our representation shall be the preparation and execution of estate planning documents. **THE AGREED SERVICES DO NOT INCLUDE COMPREHENSIVE ESTATE PLANNING, WHICH INCLUDES PROVIDING LEGAL ADVICE AS TO THE APPROPRIATE PLANNING STRUCTURES, FUNDING / IMPLEMENTING YOUR PLAN, OR COLLABORATING WITH AGENTS AND PROFESSIONALS. AS A RESULT, THE DOCUMENTS SUPPLIED WITH THIS LIMITED SERVICE DO NOT AVOID THE NEED FOR A PROBATE ESTATE FOLLOWING YOUR PASSING AWAY – THOSE SERVICES ARE ONLY INCLUDED WITH ESTATE PLANNING, WHICH OUR OFFICE OFFERS SEPARATELY. WE STRONGLY DISCOURAGE CLIENTS FROM LIMITED DOCUMENT PREPARATION IF YOU INTEND TO LEAVE INHERITANCE TO MINORS (UNDER AGE 18) OR INDIVIDUALS WITH DISABILITIES / SPECIAL NEEDS.** Our services are limited exclusively to the execution of documents, upon delivery of which the Services in this Agreement conclude. We may withdraw from representing you under this agreement if circumstances prevent continued representation, at which time we shall refund all or a portion of the flat fee paid to us (if applicable).

*DISCLAIMER: You agree that, in the course of providing services, the attorneys at Opfer | Campbell | Beck P.C. shall only provide legal representation for document preparation. Although discussions of tax and financial issues may occur, no formal tax or financial representation will be provided, and any decisions for these matters must be made in conjunction with an independent, qualified professional.

CLIENT RESPONSIBILITIES

You understand that as we are preparing your documents, we can only assist you based upon the information you provide to us. If you do not provide us with all of the information we require, or you do not provide us with accurate information, we cannot provide you with accurate legal documents. You are solely responsible for providing us with all relevant true facts in order to provide the best quality services for you.

You agree to keep us informed of your current mailing address, telephone number, and any email address you may use. You understand that communications with our firm and its members will be confidential and cannot be divulged to other persons, except in the event that you waive the attorney-client privilege. Further, you provide Opfer | Campbell | Beck, P.C. with permission to communicate by email, and to store your client data in a digital server. You are reminded to only use secure means when communicating with Opfer | Campbell | Beck, P.C.

IT IS YOUR OBLIGATION TO REVIEW YOUR DRAFTED DOCUMENTS:

In the course of Estate Planning, our office will assist you with understanding whatever documents we draft on your behalf, including participation in a formal Review Meeting (unless you decline the same for any reason). <u>**IT IS YOUR RESPONSIBILITY AS THE CLIENT TO REVIEW ALL ESTATE PLANNING DOCUMENTS THOROUGHLY, TO ENSURE ACCURACY OF INFORMATION AND PROPER REFLECTION OF YOUR WISHES AND INSTRUCTIONS.**</u> If you choose not to review any portion of your documents prior to signing, and/or if you fail to identify any errors or changes in writing to Opfer | Campbell | Beck P.C. prior to signing, you hereby assume all risk and liability of inaccurate information contained within your documents, including the possibility of probate proceedings. In accordance therewith, you, on behalf of yourself, your successors and heirs, and any agents or fiduciaries, hereby expressly waive any claim against Opfer | Campbell | Beck P.C. for such unidentified inaccuracies and the resulting damages.

If at any time following signature upon your estate planning documents, you identify pre-existing errors that require correction, Opfer | Campbell | Beck P.C. shall implement all necessary corrections at an hourly billable rate, to be invoiced as provided hereabove and payable immediately.

REPRESENTATION COSTS AND FEES

Attorney's fees are compensation received by attorneys for professional services rendered. Fees shall be billed as a flat fee for services rendered, with Opfer | Campbell | Beck P.C. earning its legal fees upon the preparation of your legal documents. No additional Services are contemplated by this Agreement, and any further Services requested by you require an additional representation agreement with Opfer | Campbell | Beck P.C. Additionally, Opfer | Campbell | Beck P.C. will not incur any third-party expenses on your behalf during the course of this limited representation. Any fees payable under this Agreement may be applied to future, comprehensive estate planning if you wish to engage the services of our firm.

For the services contemplated herein, you agree to pay Opfer | Campbell | Beck, P.C. a flat fee as follows:

For an Individual:	**$375.00**
For a Married Couple or Life Partners:	**$700.00**
For Individual or Couple (With At Least One Partner) Over Age 80:	**PRO BONO**

The fee payable under this Agreement must be paid in full, prior to commencement of any Services by Opfer | Campbell | Beck P.C. Until payment is received, Opfer | Campbell | Beck P.C. is under no contractual obligations.

TERMINATION OF SERVICES

Opfer | Campbell | Beck P.C. may withdraw from representing you at any time for any or no reason, and if such withdrawal occurs prior to delivery of your drafted / prepared documents, any flat fee paid by you shall be refunded in full. If withdrawal occurs after preparation and delivery of your documents, but prior to signing, you shall be entitled to retain the drafts and will receive a refund of 25% of any flat fee paid by you. Upon signature of your documents, all Services conclude and you shall not be entitled to any refund of fees.

If any of the following occur, Opfer | Campbell | Beck P.C. will immediately withdraw from representing you:

1. Your failure to comply with the terms of this Agreement;
2. Any action or request by you that would require any attorney or staff member at Opfer | Campbell | Beck P.C. to violate any applicable attorney Rules of Professional Conduct, Rules of Civil Procedure, or any other state, local, or federal law; and
3. Any action by you which is contrary to our legal counsel or impedes our ability to ethically, responsibly and adequately represent you.

GUARANTEES

Although we may provide you with opinions as to potential or possible outcomes related to any issue, these opinions are not to be considered a guarantee or warranty of any kind. **We make no warranties or guarantees concerning the outcome of any case or client matter.**

ELECTRONIC RECORDS

Opfer | Campbell | Beck, P.C. makes use of a secure law practice management program called My Case. Upon our engagement with your matter, you will be sent an email which will allow you access to your electronic file at our office. In your My Case portal you will be able to view important documents and messages. My Case is a secure program; however, security can only be maintained if your password and username are private. Please do not share your password or username with anyone. Opfer | Campbell | Beck, P.C. is not responsible for any damages, prejudice to your case, or losses that result from your dissemination of your My Case username and/or password. Additionally, MyCase is a software program and company completely separate from Opfer | Campbell | Beck P.C. Although all reasonable steps will be taken to ensure proper data security, MyCase is ultimately responsible for its own systems and security, and Opfer | Campbell | Beck P.C. cannot control or be held responsible for any data or security problems arising through the actions or omissions of MyCase.

ADVISEMENT OF JOINT REPRESENTATION (For Couples / Partners)

You hereby acknowledge and affirm that, if you are a joint couple, you have received a complete copy of the *Advisement of Joint Representation*, attached hereto, that outlines the ethical and practical constraints inherent to representing multiple clients with any estate planning matters.

By signing this Agreement, you acknowledge you have fully read and understand the above Legal Representation Engagement Agreement, and you agree to be bound by its terms.

CLIENT:		CLIENT (if applicable):	
______________________		______________________	
Signature	Date	Signature	Date

PLEASE RETURN THIS SIGNED FEE AGREEMENT, ALONG WITH THE ENCLOSED DESIGN MEETING INTERVIEW, TO OUR OFFICE (PREFERABLY ELECTRONICALLY). PLEASE CONTACT OUR OFFICE TO MAKE ANY APPLICABLE PAYMENT. ONCE ALL DOCUMENTS AND PAYMENT ARE RECEIVED, OPFER | CAMPBELL | BECK P.C. SHALL COMMENCE SERVICES.

LAW OFFICE OF
Opfer | Campbell | Beck P.C.
ATTORNEYS AT LAW

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ETHICAL ADVISEMENT -- JOINT REPRESENTATION

This advisement is intended to confirm that the two of you are in agreement as to how our firm will proceed with your joint representation. Before we may proceed, you must express a waiver of any conflict between you, and if there is a conflict, we will need to discuss your alternatives for representation.

While spouses customarily use the same attorney and law firm to assist them in planning their estates, the Rules of Professional Conduct for attorneys limit our ability to represent multiple clients. Simply put, we may not represent multiple clients who have conflicting interests without their informed written consent. We may represent multiple clients who do not have conflicting interests; however, we must advise them of any adverse effects that might arise and obtain their informed written consent.

The following outlines your potential conflicts in dual representation, your respective rights and potential liabilities in a dual-representation arrangement, and how to consent to dual representation if you choose to proceed. You are each, of course, welcome to review this document with your own counsel or contact us with questions.

POTENTIAL CONFLICTS IN DUAL REPRESENTATION

Conflicts Regarding Lifetime Transfers

Each of you may want to consider making lifetime transfers of assets to the other spouse or to third persons. Married persons sometimes achieve tax and other objectives by making outright gifts or gifts in trust to their children or other persons. Your respective interests concerning lifetime transfers may conflict. Changes in the form of title to your property, including life insurance, may reduce or eliminate your ownership of and right to control assets that you may now own or control either alone or jointly with each other. Any change in the form of title to assets will be particularly important if your marriage is later dissolved, and could adversely affect one or both of you.

Conflicts Regarding Incapacity

Each of you may want to plan for the possibility that one or both of you may become incapacitated while you are both alive. One or both of you may choose at this time to appoint an attorney-in-fact to act in the event of incapacity or to nominate a conservator of the person or estate if a court-supervised conservatorship proceeding is required. One or both of you may want to establish a trust that will be available to manage property if one or both of you become incapacitated. One or both of you may have conflicting interests in planning for incapacity. One of you may want to plan for incapacity, and the other may not. In addition, you may have a disagreement as to who is to manage the affairs of an incapacitated spouse. One or both of you may not want the other spouse to manage the affairs of an incapacitated spouse but may instead want to appoint a third person.

Conflicts in Naming Beneficiaries

In planning for the disposition of property when the first of you dies, you may have conflicting interests. Your respective wills will not affect joint tenancy property, which will pass by right of survivorship to the surviving joint tenant. But you do have the power to dispose of your separate property by will. Your spouse has the same power over separate property. As a result, you may leave your separate property by will to someone other than your spouse if you are the first to die. A conflict may arise if you do not agree as to how the property of the first of you to die should be disposed of by will. The Rules prohibit us, as the lawyer for both of you, from advocating one of your positions over the other.

Conflicts Regarding Provisions for Children

You may have conflicting interests as to the property that will be left to your children or to other family members when you are both deceased. If you are the first to die, you may want to restrict your spouse's powers of disposition on his or her later death so that most or all of your property and his or her property will be left to your children or other family members. You may want to prevent your spouse from leaving your spouse's property and your property to someone that your spouse marries after your death. On the other hand, if you survive your spouse, you may want to hold your own property and to receive your spouse's property free of any restrictions on your right of later disposition. If this is not the first marriage for either of you, and if either of you have children from a prior marriage, you may have conflicting interests in providing for children of the earlier marriage. One of you may want to make provision for children of the earlier marriage, and the other may not.

RESPECTIVE RIGHTS AND POTENTIAL LIABILITIES IN DUAL REPRESENTATION ARRANGEMENT

Right to Separate Counsel

There is a significant difference between "joint" representation of two people, and "separate" representation where each party retains their own attorney. Our firm's availability to provide joint estate planning legal services to the two of you is based on our reasonable belief that both of you are agreeable to retaining our firm for that purpose and that there is no actual conflict between you. In these matters you have the right to be represented by separate counsel and not to be represented by the attorney who also represents your spouse. You should immediately bring to our attention any difference that now exists or later arises between you and your spouse that you believe is an actual conflict between you. You should also advise us immediately if you ever believe that our firm should not be representing both you and your spouse with respect to any matter that is under consideration. If an actual conflict later arises between you and your spouse, our firm may be required to withdraw from representing one or both of you. We highly recommend that, if you have any disagreement or major decision to be made, you consult with separate attorneys as to how you, individually, should attempt to resolve the issue.

Limitation on Independent Representation

You should understand that while our firm is acting on behalf of both of you, we will not be giving you truly independent representation with respect to any interest you may have that conflicts with your spouse's interests. Because we will frequently be communicating with *both of you together, your spouse may become aware of facts that you would prefer to keep from him or her. In addition, although we may allude to the possibility of dissolution of marriage or differences between you, we will generally not be concerned with protecting one or both of you from the consequences of dissolution or other differences between you and will not take those possibilities into account in making recommendations to you. When it appears you are in agreement, we will assist in implementing that agreement. When it appears that you are not in agreement, we will assist each spouse in implementing the actions that he or she has desires. In addition, we generally will not be acting on behalf of the interests of the children of either of you.*

Possible Representation after Death

After your death or incapacity, our firm may be retained to provide legal services that will affect the disposition of property in which you had an interest. If after your death your surviving spouse, executor, or trustee asks our firm to represent him or her, our firm will usually accept that representation. In addition, if you are then deceased or incapacitated, your spouse may also ask our firm to represent your spouse concerning your spouse's individual interest or as fiduciary of your estate. Again, our firm usually is willing to represent a surviving spouse both in his or her capacity as an executor or trustee and in his or her individual capacity as a beneficiary or other person interested in an estate or trust. We must make recommendations that affect your several property interests after your deaths. A substantial conflict may exist in determining what is marital property versus separate property, because this determination may be more beneficial for one of you than the other. If you consent to dual representation, you each agree to waive all conflicts of interest.

Spousal Rights after Death

Upon the death of either of you, the surviving spouse's statutory rights to a share of the deceased spouse's estate may differ from, or be greater than, the rights granted to the survivor by the deceased spouse's estate plan. In this or similar cases, lawyers are compelled by the ethics of their profession to counsel the surviving spouse regarding his or her statutory rights, so please understand that we have an obligation to suggest actions to your surviving spouse that go against the wishes of your estate plan.

Disclosing Confidential Information

You each agree to the complete and free disclosure and exchange of the information that we receive from either or both of you in the course of our representing you and that this information is not confidential between you and your spouse. This non-confidentiality is irrespective of how and when we obtain the information, which may be in conferences with both of you or in private conferences with only one of you—and includes conferences that took place before the date of this letter.

No Representation For Litigation

At any point in the future, you and your spouse may choose to pursue a legal separation or dissolution of marriage. In that circumstance, either of you may seek legal representation. If our firm assists in preparing and executing the estate plans for both of you, then our firm cannot assist either of you if you should pursue a separation or dissolution of marriage.