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ILLINOIS STATE BAR ASSOCIATION

TRUSTS & ESTATES

The newsletter of the Illinois State Bar Association's Section on Trusts & Estates

In the June issue...

By Darrell Dies & Jacob Frost

This month's newsletter offers readers a discussion by John Ahern regarding some ideas related to cleaning out estate planning files including some suggested language to include in your engagement letters to protect you. For those of you that are using LLCs in your estate planning, Charles Murdock provides an update regarding how the use of a charging order in Illinois (as of January 1, 2012) can be obtained, inter alia, by serving a citation to discover assets. Finally, for those of you that are still cutting and pasting your word processing documents, Trent Bush provides an overview of a few document assembly software products that are available today which may help to improve your productivity. We wish to express sincere thanks to each and every person that has helped make this newsletter a success by providing informative, substantive and practical articles.

Members of the Trusts & Estates Section may now comment on the articles in the newsletter by way of the online discussion board on the ISBA Web site at <http://www.isba.org/sections/trustsestates/newsletter>. We welcome any comments from our audience. ■

Updating and cleaning out estate plan files

By John Ahern

After practicing for a while, there will be files for clients that you have not heard from since the day you had them sign documents. Are the files any good? Have clients gone elsewhere? Are the clients alive? Here are some thoughts as to retroactive and proactive planning. Several useful links to ISBA articles are included at the end of this article.

Illinois law regarding cleaning out files

There are at least a couple of caveats to remember when you start to clean house.

> ***Caveat #1: Who may destroy a will?*** 755 ILCS 5/4-7 (a) says a will may be revoked only:
>
> (1) by burning, cancelling, tearing or obliterating it by the testator himself *or by some person in his presence* and by his direction and consent,
>
> (2) by the execution of a later will declaring the revocation,
>
> (3) by a later will to the extent that it is inconsistent with the prior will or
>
> (4) by the execution of an instrument declaring the revocation and signed and attested in the manner prescribed by this Article for the signing and attestation of a will.
>
> ***Comment:*** For whatever reason, you held onto a will that you prepared years ago. The now ex-client doesn't want it because he had a new one prepared elsewhere and says to destroy it. The law requires the testator's presence. It does not provide it to be done by proxy. But is it still a will covered by this statute if the new will revoked it.

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Updating and cleaning out estate plan files

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Caveat #2:Maintaining Records. Illinois Supreme Court Rule 769 says:

> It shall be the duty of every attorney to maintain *originals, copies or computer-generated images of* the following:
>
> (1) records which identify the name and last known address of each of the attorney's clients and which reflect whether the representation of the client is ongoing or concluded; and
>
> (2) all financial records related to the attorney's practice, for a period of not less than **seven years**, including but not limited to bank statements, time and billing records, checks, check stubs, journals, ledgers, audits, financial statements, tax returns and tax reports.

Comments: A refreshing update to this rule came in 2003. The change allows the use of digital copies to meet the rule. However, the rule does not address the situation where competent parties would otherwise agree to a shorter time period and it does not seem to allow the transfer of a client's file to another attorney or to the client for example if the client moves out of state and can no longer be represented by the Illinois attorney.

Put your right to destroy the file in writing

If you do not use a written fee agreement or at least an engagement letter which outlines the terms and scope of your engagement, please consider using them such even if it is only a couple of sentences long (although you might consider visiting ACTEC (www.actec.org) for a very nice set of estate planning engagement letters). Below are some considerations for your engagement letters.

- **File destruction**. Even though Illinois Supreme Court requires a minimum time to hold files, that does not necessarily overrule or shorten the time you should or must hold on to a file for a client or ex-client. Prudence may dictate a much longer time or as short a time as possible. For example, I was involved in an IRS audit where the auditor requested all the depreciation records going back to inception (30+ years prior). Unfortunately for us, we had the files but no longer had the accountant who had his own peculiar method of calculating depreciation. It was an interesting week that will not happen again with any more of my clients.

  Consider including language such as *"We reserve the right at any time to destroy our records and files."* In the December 2002 *Illinois Bar Journal*, attorney Karen Dilibert provided us with a more detailed suggested language that is included below. My only real difference from her approach is the last sentence. Why use an excuse as to space limits that may or may not be true, but can only be used if you can show there were space limitations? Why tie yourself to a ten year schedule when the Illinois Supreme Court only requires seven years? And if the Supreme Court ever shortens this period, why not be ready to use the shorter length?

  > *During the representation, we will supply you with copies of all substantive correspondence and pleadings concerning your matter. We suggest that you store these documents in the file folder that we have provided to you. After the matter is closed, you may obtain copies of your file by paying our standard photocopying charges and a minimum fee to compensate us for the staff time necessary to duplicate the file. Due to storage constraints, the file will be destroyed after ten years.*

  Disclosure of the file to the family. If you like going to court and not getting paid, make sure you leave this out. See the Vince Foster case *Swidler & Berlin v. United States*, 524 U.S. 399 (1998). In this case, the US Supreme Court ruled that the death of a client does not end the attorney-client privilege. Instead you may want your client to waive privilege effective at the client's death or incompetency. Below is some suggested wording for your engagement letters:

  > *If you become incompetent or die, may we give copies of any documents in our file on you to any beneficiary that requests it? If yes, please initial:* _____

- **Use deadlines**. Do you want to keep as a client someone who can never commit to completing the work? Do you like having all the liability of an incomplete estate plan and none of the pay? If not, then omit any provision that allows you to end an engagement that is going no where. Below is some suggested wording for your engagement letters:

  > *If we have not received an adequate response to the draft we send you within 90 days of sending it to you, we reserve the right to end the engagement and destroy all papers and work we have on hand for you. You will not receive a refund of your deposit.*

  Comment. I am not sure how to get out of the seven year file retention rules on a failed engagement but if you want to add the end of the engagement is *ab initio* to day one, let me know how it works.

- **Contact those old clients**. Periodically to clean out files, we send reminder letters to various clients. It has had the unintentional benefit of generating new business from old files. For example, we recently signed the first update to a 1993 trust because of a reminder letter. It took the client two years to call for an appointment, but it was the letter that made him do it. Here are copies of reminder letters for will clients and trust clients you may use as a basis for your own letters.

For Wills:

> *Dear Mr. Wayne:*
>
> *Once again we are reviewing our estate plan files and updating records. We want to be certain your contact information is current. Kindly complete the information below and return in the envelope provided.*
>
> *___Nothing has changed in my powers of attorney. Continue to hold the file. Below I have listed notes that should be added to my file:*
>
> -or-
>
> *___Other arrangements have been made. You may destroy the file and other records.*
>
> *If you would like to discuss updating your estate plan, kindly*

contact us for new client information sheets and an appointment. We expect your response in a timely manner. Otherwise, we may contact you by other means.

For Trusts:

Dear Mr. & Mrs. Smith:

Once again we are updating our records and want to be certain your contact information is current. Please complete the information below and return in the envelope provided.

__ Nothing has changed in the estate plan or powers of attorney. Continue to hold the estate plan file. Below I have listed notes that should be added to my file:

-or-

___ Other arrangements have been made. You may destroy the file and other records.

As for the operation of the trust, by now the following should be done:

- *IRAs, pension and other retirement plans, annuities, and life insurance: The living trust should be a beneficiary not the owner. You should have received confirmation from the institution of the beneficiary change.*
- *Bank and brokerage accounts (except IRAs), savings bonds, new cars, and stock: Your living trust should be listed in the title. Please check your statements.*
- *Real estate: All real estate holdings should be titled in the name of your trust. The only exceptions are for married couples who may have titled their homes in tenancy by the entirety either directly or through a land trust. If you buy new real estate, it is important that it is purchased directly in the name of your trust to preserve the title insurance. Also, your homeowners or other insurance on the real estate should list your trust and the trustee(s) as "additional insureds."*

If you are uncertain that all assets are in your trust, we will review your accounts at no charge. However, if we find holdings in need of transfer, the assistance provided will be billed at our normal hourly rate. Please call for an appointment if you desire a review.

Finally, if you would like to discuss updating your estate plan, kindly contact us for new client information sheets and an appointment. We expect your response in a timely manner. Otherwise, we may contact you by another means of communication.

- **Possibly unintended changes to file retention rules**. Sometimes the real world intrudes. A couple of interesting events that may not fit the rules as the Illinois Supreme Court may like. From the Chicago Tribune legal notices for May 20, 2012:

Please be advised that the law firm of Schwartz Cooper Chartered (the "Firm") is in dissolution. As a result of the dissolution, the Firm is preparing to commence destruction of certain of its closed client files on July 1, 2012. It you were ever a client of the Firm or its predecessors - including Schwartz Cooper, Greenberger & Krauss; Schwartz Cooper, Kolb & Gaynor, and Greenberger, Krauss & Jacobs and you have not received and responded to correspondence from the Firm concerning your files, you may have a file or files, including original documents, that are in danger of being destroyed. The Firm will provide these files to you, at your cost, upon written request. If you wish to obtain your file(s), please contact the Firm in writing at the address set forth below within 30 days of the publication date of this notice.

Conclusion

At some point every attorney that does estate planning will need to clean house so to speak. Hopefully, the suggested pointers in this article will provide you with a starting point. If you have additional tips on the same, then please contact me via e-mail as I'd entertain any novel thoughts on the sub-

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ject. Moreover, below is a list of some useful resources regarding this topic. ■

"Bankruptcy Court Authorizes Destruction of Client Files."

From the IICLE Flash Points (Ethics & Professional Responsibility IICLE Flashpoints May 2012)

<http://www.iicle.com/articles/Article.aspx?ID=170>

From the Bankruptcy Court Northern District of California, the trustee of a bankrupt law firm was allowed to destroy client files that remained in the firm's possession. The clients were given notice and an opportunity to claim their files.

Secretary of State establishes procedures for depositing wills

<http://www.isba.org/ibj/2010/10/lawupdate/secretaryofstateestablishesprocedur>

Should You Store Your Client's Will?

By Helen W. Gunnarsson

<http://www.isba.org/ibj/2006/10/shouldyoustoreyourclientswill>

A list of file retention and management articles put together by the ISBA

<http://www.isba.org/practiceresourcecenter/files>

Who does the file belong to?

By Donald E. Weihl, ISBA Law Office Management and Economics Newsletter, December 2010

There are many questions arising from clients who believe that the file an attorney creates for an engagement on behalf of the client is the property of the client.

Retention of E-Mail: Why Bother?

By Michael D, Gifford, ISBA Law Office Economics Newsletter, February 2009

Cover Me: Documentation Is More than CYA

By Karen J. Dilibert, Illinois Bar Journal, June 2008

Thoughtful documentation can promote good lawyer-client communication, keep clients from making horrible decisions, and work other magic.

Filing System Basics for Solo and Small-Firm Lawyers

By Carl R. Draper, Illinois Bar Journal, February 2006

Law Firm Document Retention Policies

By Sharon D. Nelson and John W. Simek, ISBA Corporate Law Departments Newsletter, June 2004

How Long Must Illinois Lawyers Retain Case Files?

By Anton F. Mikel, Illinois Bar Journal, February 2004

A look at Illinois' murky law dealing with who owns the contents of a client's files and how long attorneys have to preserve them.

When Can You Retain Client Files for Failure to Pay Fees?

By Patrick Sean Ginty, Illinois Bar Journal, February 2004

While retaining liens can be effective, you should understand their scope and effect before you use them.

File Retention: Preventing Brownfields in Your Storage Room

By Karen J. Dilibert, Illinois Bar Journal, December 2002

How can you avoid a massive, Superfund-style client-file cleanup down the road? Here are some pointers.

Spring Cleaning -- A Dozen Pointers for Purging Files

By Scott Mittman, ISBA Young Lawyers Division Newsletter, March 1999

ISBA Advisory Opinions on Professional Conduct

01-02, 94-14 Disposal of case files

01-01, 94-13 Access to lawyer files

95-02 Lawyer's access to closed files at former firm

Other Resources

Illinois Rules of Professional Conduct, Rule 1.15(a) – Safekeeping Property

Illinois Rules of Professional Conduct, 7.2(a)(1) - Advertising

Supreme Court Rule 769 – Maintenance of Records

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Creditors' rights against a member's interest in an LLC

By Professor Charles Murdock, Loyola University, Chicago

The Illinois LLC Act provides that a charging order is "the exclusive remedy by which a judgment creditor of a member or a transferee may satisfy a judgment" out of the member's interest in the LLC.[1] However, up to now, the Code of Civil Procedure did not recognize any such concept as a charging order. This has now been remedied by new legislation.

Effective January 1, 2012, the Code of Civil Procedure was amended to add a new provision by which the remedy of a charging order could be obtained, inter alia, by serving a citation to discover assets, either on the judgment debtor or against any third party who possesses property belonging to the judgment debtor.[2] The new provision is as follows:

> § 12-112.5. Charging orders. If a statute or case requires or permits a judgment creditor to use the remedy of a charging order, said remedy may be brought and obtained by serving any of the various enforcement procedures set forth within this Article XII or by serving a citation pursuant to Section 2-1402. If the court does not otherwise have jurisdiction of the parties, the law relating to the type of enforcement served shall be used to determine issues ancillary to the entry of a charging order such as jurisdiction, liens, and priority of liens.

The Code presently provides with respect to the creation of a lien when a citation is served as follows:

> (m) The judgment or balance due on the judgment becomes a lien when a citation is served in accordance with subsection (a) of this Section. The lien binds nonexempt personal property, including money, choses in action, and effects of the judgment debtor as follows:
>
> (1) When the citation is directed against the judgment debtor, upon all personal property belonging to the judgment debtor in the possession or control of the judgment debtor or which may thereafter be acquired or come due to the judgment debtor to the time of the disposition of the citation.
>
> (2) When the citation is directed against a third party, upon all personal property belonging to

> the judgment debtor in the possession or control of the third party or which thereafter may be acquired or come due the judgment debtor and comes into the possession or control of the third party to the time of the disposition of the citation.[3]

Consequently, a charging order can be obtained by serving a citation to discover assets, which has the effect of creating a lien on any property of the judgment debtor, including any property of the judgment debtor held by a third-party, both on property that exists at the time of the service of the citation and also upon any after-acquired property.

Prior to this legislation, the Code of Civil Procedure had no reference to charging orders, which created confusion with respect to such matters, such as priority of liens. This confusion can be illustrated by the 2010 case of *First Mid-Illinois Bank & Trust v. Parker*.[4] There were several claimants to the judgment debtors' distributional interests in an LLC. The following timeline describes the relevant activities:

- December 7, 2006: First Bank obtained a judgment against the defendants
- March 29, 2007: First Bank served a citation to discover assets *on the LLC*
- January 8, 2008: Mid-Illinois obtained a pre-judgment attachment order against defendants' property interests
- February 25, 2008: MDB Electric and Regal Sales obtained a judgment against defendants
- May 2, 2008: Mid-Illinois obtained a judgment against defendants
- May 23, 2008: MDB Electric and Regal Sales obtained a charging order against defendants
- June 6, 2008: Mid-Illinois obtained a charging order against defendants

MDB Electric and Regal Sales argued that, since they obtained charging orders prior to Mid-Illinois, their charging order had priority. On the other hand, Mid-Illinois argued that its charging order related back to when it obtained a pre-judgment attachment. The court agreed with Mid-Illinois.

If MDB Electric and Regal Sales had obtained a charging order by serving a citation to discover assets upon the defendants, and if Mid-Illinois had not obtained a pre-judgment attachment, they would have had priority because their lien would have attached on May 23, 2008, prior to Mid-Illinois' June 6, 2008 charging order. But, since Mid-Illinois did obtain a pre-judgment attachment, under the *Mid-Illinois* case, it still would have had priority. The critical issue is not how the lien attached, but rather priority which is determined by the point in time at which the lien attaches.

But, what about the citation that First Bank obtained in 2007? Unfortunately for First Bank, it served the citation to discover assets upon the LLC, which did not have any assets of the defendants, since the LLC is a legal entity separate and distinct from the members. Consequently, the LLC had no property to which the citation lien could attach. Had it served the citation to discover assets upon the defendants, it would have had priority, since its lien on defendants' property, including their distributional interests in the LLC, would have attached on March 27, 2007.

But the service of First Bank's 2007 citation would have given it a lien on any distributions to be made to the judgment debtor since, once a distribution is authorized, the member has the status of a creditor vis-à-vis the LLC, and thus the LLC has property of the member.[5] And the citation would attach to any after-acquired property. However, the 2008 charging orders of the judgment creditors also would create a lien on the defendants' distributional interests. Which would have priority? Arguably, the lien created by the 2007 citation, although the lien on the distributional interest attached prior to the lien on the distribution, which could not attach until there was a distribution, unless it related back as was held by the *First Mid-America* court.

Prudence would dictate that the judgment creditor would serve a citation on both the judgment debtor and the LLC to avoid this potential conflict with respect to a distribution.

The other factor of which to be aware is that what the foregoing accomplishes is to get a lien on both any distributions and on the distributional interest. But, that still does not necessarily result in any cash or other marketable assets in the hands of the creditor. Unless the LLC determines to make a distribution (except possibly with respect to a one-member LLC),[6] the LLC must be dissolved in order to get at the LLC's assets—unless the member is dissociated, either (i) pursuant to the operating agreement[7] or (ii) by being expelled pursuant to a judicial determination brought by the LLC or another member[8] or (iii) by being subjected to certain enumerated creditor's proceedings [not including being subject to a charging order][9] or (iv) pursuant to a judicial determination that the member is incapable of performing his or her duties under the operating agreement,[10] and the fair value of the member's interest is then payable by the LLC.[11] However, the operating agreement may eliminate or vary the obligation of the LLC under section 35-60 of the LLC Act to purchase the disassociated member's interest.[12]

An LLC can be dissolved pursuant to an event specified in the operating agreement[13] or by a judicial determination that it would be equitable to wind up the company's business pursuant to a petition by a transferee of the member's interest.[14] A court may order a foreclosure of a lien on a distributional interest,[15] and the purchaser of the distributional interest is deemed to be a transferee.[16] Consequently, the purchaser's access to cash may turn on whether the purchaser can convince a court to dissolve the LLC. However, the threat of that may lead to the other members buying the distributional interest,[17] probably at a discount.

The moral of the story is that a creditor should serve a citation upon both the member and the LLC, but even then turning the judgment into cash may be a complicated and drawn out process, even if successful. Ideally, a creditor would like to obtain at the time of extending credit both an assignment of the member's interest and an agreement by the other members that the creditor could become a member if the debtor member defaults. But how likely would it be that the other members would give such a consent and would a judgment creditor really want to become a member of the LLC with the attendant responsibilities? Being a creditor of an LLC member is not a happy situation if the member is not creditworthy. ■

This article was derived from Murdock, Illinois Practice -- Business Organizations (2d ed. West 2010) § 5.14, available on the West ILPRAC database. It was first published in the June 2012 issue of the ISBA's Business & Securities Law newsletter.

1. 805 ILCS 180/30-20 (e).

2. 735 ILCS 5/12-112.5, added by P. A. 97-350. This act also added the following provision, creating a "permanent" lien to the statutory provisions dealing with citations to discover assets:

> (k-10) If a creditor discovers personal property of the judgment debtor that is subject to the lien of a citation to discover assets, the creditor may have the court impress a lien against a specific item of personal property, including a beneficial interest in a land trust. The lien survives the

termination of the citation proceedings and remains as a lien against the personal property in the same manner that a judgment lien recorded against real property pursuant to Section 12-101 remains a lien on real property. If the judgment is revived before dormancy, the lien shall remain. A lien against personal property may, but need not, be recorded in the office of the recorder or filed as an informational filing pursuant to the Uniform Commercial Code. 735 ILCS 5/2 – 1402 (k-10).

3. 735 ILCS 5/2-1402(m).
4. 933 N.E.2d 1215 (Ill. App. 2007).
5. 805 ILCS 180/25-20.
6. *Olmstead v. F.T.C.*, 44 So. 3d 76 (2010). In Florida, a charging order was not the exclusive remedy, as is the case in Illinois.
7. 805 ILCS 180/35-45(2).
8. 805 ILCS 180/35-45(6).
9. 805 ILCS 180/35-45(7).
10. 805 ILCS 180/35-45(8)
11. 805 ILCS 180/35-60.
12. See 805 ILCS 180/15-5(b)(5).
13. 805 ILCS 180/35-1(2).
14. 805 ILCS 180/35-1(5).
15. 805 ILCS 180/30-20(b).
16. Id.
17. *See* 805 ILCS 180/30-20(c).

Document assembly software 101

By Trent L. Bush

If you're a solo or small firm practitioner, chances are you do a fair amount of your own document production. Even if you never touch a keyboard, someone on your staff spends a fair amount of his or her time generating those documents. Whether you're a litigator drafting pleadings, a transactional lawyer generating contracts, or an estate planner creating wills and other estate planning documents, most of us spend a lot of time creating documents.

Document Creation – beyond the typewriter

My firm is proud to be celebrating its 150th anniversary. Every once in a while I run across an old file with typed letters and documents and wonder what it must have been like to practice in the days of typewriters and carbon paper. Despite the rattle of the typewriters, it was probably much easier to focus because a new e-mail didn't pop up on a computer screen every five seconds.

Word processing programs revolutionized the production of documents, making it possible to create many more customized documents with much greater efficiency. As many attorneys have either embraced or grown up with that technology, many of us are now directly involved in producing those documents. Since the old saying "time is money" holds particularly true for attorneys, we all strive to be more efficient (and profitable) with our practices.

Many of the documents we solo or small firm practitioners produce have similar elements. For example, our office handles a lot of foreclosures for local bank and credit union clients. Many of those documents, from the initial demand letter to the complaint, notice of foreclosure, motion for entry of judgment, the judgment, deed, etc, have similar elements (e.g., mortgagors, mortgagee, lien holders, recording information, legal description, common address, etc.). Transactional lawyers may work with documents such as real estate contracts, leases, asset purchase agreements and the like that also have similar components. Likewise, estate planners may start from a few core wills or trusts, as well as power of attorney forms for health and property.

Problems with the Cut-and-Paste / Search-and-Replace

The traditional approach for handling these documents has been to save them somewhere on the computer system and customize them for each particular client, either by cutting and pasting, searching and replacing text, saving over forms, or some combination thereof. While this is certainly a much better approach than busting out the old typewriter, it still has its problems.

One problem is "the disappearing form" – either you forgot where you put it or someone else moved it. Another problem is created when the form is altered – either inadvertently by forgetting to use "save as" rather than "save" or on purpose when someone changes a form to fit their purpose (which may not fit your purpose).

A problem that makes your malpractice carrier's ears perk up is the potential for errors inherent the cut-and-paste or "save as" methods. When you start from an old document to create a new document, you necessarily have old stuff that you either need to take out or blanks to fill in. Needing to take old stuff out creates the risk of leading old stuff in, such that the new trust you are preparing for "Jane Blow" may have remnants of the "Joe Smith" trust you started from (including mismatching pronouns). Or the judgment of foreclosure that you drafted for the "Bob Johnson" foreclosure may have a mistyped legal description, or one from the last judgment your office prepared. Needless to say, it is better from a client satisfaction and malpractice standpoint to avoid those problems.

Enter Document Assembly Software

Not only do we want to avoid problems and have lots of happy clients, we also want to avoid tedious work – both for us and our staff. This makes us all happier, more productive, and more profitable.

Generally, document assembly software is software that automates the creation of documents. Like most software programs, there is a wide variety of providers offering many different products with various capabilities. However, the programs generally utilize a database to gather the common elements for a particular matter and then apply those elements or variables to document templates, which can then be edited in the user's standard word processing program.

Imagine the estate planning attorney who is drafting a basic will for a client and powers of attorney. With a document assembly software, the attorney or his staff can input all of the relevant data (client's name, spouse, children, etc.) and apply those variables across the documents without using the time-consuming and unreliable cut-and-paste or search-and-replace methods. Once the software applies those variables to the documents, they can be further modified to fit the client's needs.

As previously mentioned, there are a variety of document software programs available, with a variety of features, complex-

ity, and cost. Many of these are specifically developed for attorneys. The following are some of the industry leaders:

- **Hot Docs** (http://www.hotdocs.com/) – according to the ABA in a survey from 2009 (http://www.americanbar.org/groups/departments_offices/legal_technology_resources/resources/charts_fyis/docassembly.html), Hot Docs is used by 53% of those using document assembly in their practices, making it the dominant player in the field. Hot Docs offers a free introductory webinar on its Web site.
- **ProLaw** (http://www.elite.com/prolaw/) – ProLaw is a Thomson Reuters product. According to its Web site, "ProLaw combines case and matter management as well as time entry, billing and accounting capabilities within a single integrated solution."
- **ProDoc** (http://www.prodoc.com/) – ProDoc is a Thomson Reuters / West product. This is a subscription-based product with state-specific documents (which do not include Illinois).
- **Pathagoras** (http://www.pathagoras.com/) - Pathagoras is a plain-text based Microsoft Word add-on that utilizes the user's existing documents. A 90-day free trial is available through the Web site.
- **XpressDox** (http://www.xpressdox.com/) – XpressDox is a Microsoft Word add-on or Web-based document assembly tool. A 30-day free trial is available through the Web site.
- **SmoothDocs** (http://smoothdocs.com/) – SmoothDocs is targeted for small businesses, including attorneys. A free version is available through the Web site.
- **The Form Tool** (http://www.theformtool.com/) – The Form Tool is a Microsoft Word add-on. A free version is available through the Web site.

Some practice management software also incorporates document assembly features, but that is a whole separate beast (see Don Mateer's article in the February 2012 COLT newsletter).

As is the case with any new product (software or otherwise), there is a learning curve with these products. Some claim to be easy to learn and ready to use in three minutes. While it is true that you may be able to watch a three minute video and understand conceptually how the product works, the reality is that it will take a significant investment of time to really understand how the products work and to incorporate them into your existing systems. In the next article on document assembly software, I'll relate my experience with incorporating one of the add-on products in our practice. ■

This article was originally published in the June 2012 issue of the ISBA's Legal Technology newsletter.

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