

INFORMATION AND DOCUMENT RELEASE POLICY

PLEASE NOTE: If you make a request for information from a client's file ~ and you are not our client ~ our office may reach out to our client BEFORE acknowledging or responding to your request.

Paralegals and Staff: Paralegals and staff are not permitted to provide information concerning client files. Such information may be obtained through attorneys only.

Firm: Collins & Estrem, P.A.
20 Lake Street North, Suite 202
Forest Lake, MN 55025
www.collinsestrem.com

Applies To: Current clients, former clients, prospective clients, personal representatives, fiduciaries, family members, agents, and other persons requesting access to client information or client-file materials.

Subject to Change: These policies are subject to change without notice.

Article 1 — Purpose and General Principle

I. Purpose. This policy explains how Collins & Estrem, P.A. handles requests for access to client files, documents, communications, and other information relating to a client's legal matter. It is intended to protect client confidentiality, preserve the attorney-client relationship, and provide a clear process for requesting information.

II. General rule. As a Minnesota law firm, we are required to protect information relating to our representation of a client. We generally may not disclose client information to anyone other than the client unless the client gives informed consent, a legal duty requires disclosure, or an exception applies.

III. Why this matters. Family members, friends, business associates, beneficiaries, agents, and others may have sincere and legitimate reasons for seeking information. Even so, our duty is owed to the client. We cannot release information merely because a request appears reasonable, because the requester is related to the client, or because the requester may be affected by the client's legal matter.

IV. Scope of confidentiality. Confidential client information includes, without limitation:

A. File materials. Pleadings, correspondence, notes, memoranda, drafts, research, evidence, records, and other documents maintained in connection with the representation.

B. Communications. Communications between the client and the firm, including communications by telephone, email, mail, text message, videoconference, or in person.

C. Legal advice and strategy. Legal opinions, recommendations, case strategy, settlement positions, negotiation strategy, and attorney work product.

D. Billing and administrative information. Billing records, payment information, trust-account information, matter descriptions, and administrative communications.

E. Client identity and matter status. In some circumstances, even the fact that a person is or was a client, or the nature or status of the matter, may be confidential.

V. Continuing duty. Our confidentiality obligation continues after the representation ends and, in most circumstances, after the client's death.

Article 2 — Key Terms

I. Client. "Client" means the person or entity to whom the firm owes professional duties in a specific matter. The person paying the fees is not necessarily the client.

II. Client file. "Client file" means the materials relating to a matter that the client is entitled to receive under applicable professional-responsibility obligations, subject to any lawful limitations, protective orders, privilege issues, third-party privacy rights, or other restrictions.

III. Requester. "Requester" means any person or entity seeking access to client information, including a family member, friend, agent, fiduciary, beneficiary, business associate, insurer, employer, successor attorney, governmental entity, or court officer.

IV. Informed consent. "Informed consent" means the client's agreement to a proposed disclosure after the client has been adequately informed of the material risks and reasonably available alternatives.

V. Personal representative. "Personal representative" means a person appointed by a Minnesota probate court, or other court of competent jurisdiction, to administer a deceased client's estate.

Article 3 — When We May Release Client Information

I. With the client's informed consent. We may release client information to a third party if we have verified, direct communication from the client that authorizes the release after: (i) the client has been adequately informed of the material risks and reasonably available alternatives, and (ii) we have determined that the client has the mental capacity necessary to authorize such release.

II. At the client's direction to successor counsel. If a client asks us to transfer the file to another attorney, we will take reasonable steps to provide the appropriate client-file materials, subject to applicable law, court orders, protective orders, unpaid-cost issues where permitted, and practical limitations concerning format, volume, and retrieval.

III. To comply with legal process or a legal obligation. We may disclose client information when required by a valid court order, subpoena, statute, rule, or other legal obligation.

A. Notice when appropriate. When reasonably possible and not prohibited by law, we will attempt to notify the client before producing confidential information.

B. Protection of confidential information. We may object, seek clarification, request a protective order, move to quash, or take other appropriate steps to protect confidential, privileged, or work-product materials.

IV. When permitted or required by professional-responsibility rules. In limited circumstances, Minnesota professional-responsibility rules may permit or require disclosure, including circumstances involving prevention of certain harms, compliance with law or court orders, establishment of claims or defenses in disputes involving the firm's representation, or other recognized exceptions.

V. With fiduciaries or legally authorized representatives. We may release information to a person who has legal authority to act for the client, but only after we receive satisfactory proof of that authority.

A. Scope matters. A fiduciary's authority may be limited. We will review the document creating the authority before determining what, if anything, may be released.

B. Client interests remain controlling. We may decline or limit disclosure if releasing information would be inconsistent with the client's interests, the client's instructions, applicable law, privilege obligations, or a court order.

VI. No attorney-client relationship. Responding to a request does not create an attorney-client relationship between the firm and the requester.

Article 4 — Deceased Clients and Estate Matters

I. No automatic family access. A client's death does not automatically give family members, heirs, devisees, beneficiaries, nominated personal representatives, trustees, or other interested persons access to the client's file.

II. Personal representative access. In many circumstances, the duly appointed personal representative of a deceased client's estate may request access to appropriate file materials relating to the deceased client. Before releasing information, we require court-issued documentation confirming the appointment and authority of the personal representative.

III. Estate-planning documents. Requests for wills, trusts, beneficiary designations, memoranda, correspondence, or estate-planning file materials will be reviewed carefully. The existence of a beneficial interest, family relationship, or nomination in an estate-planning document does not, by itself, establish authority to receive confidential information.

IV. Disputes and competing requests. If there is a dispute among family members, heirs, fiduciaries, beneficiaries, trustees, or other interested persons, we may require written agreement among the authorized persons, a court order, or other appropriate legal direction before releasing information.

V. Client instructions. If the client gave instructions during life regarding post-death disclosure, we will honor those instructions to the extent permitted by law and consistent with our professional obligations. In some cases, where the client has instructed us as such, we might not be able to provide such instructions as a reason to withhold all or parts of a client's file.

Article 5 — Powers of Attorney, Guardians, and Conservators

I. Power of attorney. A person holding a power of attorney for a client does not automatically receive access to all client information. We must review the power of attorney to determine whether it is valid, whether it remains effective, and whether it grants authority broad enough to request the information at issue.

II. Guardians and conservators. A guardian or conservator may have authority to request information depending on the court order appointing that person and the powers granted. We require a copy of the appointment order and any related letters or court documents.

III. Client consultation. When appropriate and feasible, we may communicate directly with the client before releasing information to an agent, guardian, conservator, or other fiduciary.

IV. Conflicts and concerns. If we have reason to believe that a fiduciary's request may be adverse to the client's interests, inconsistent with the fiduciary's authority, or connected to a dispute involving the client, we may decline disclosure pending further clarification or court direction.

Article 6 — Persons Who Do Not Automatically Have Access

I. No automatic access. The following persons do not automatically have the right to receive client information:

A. A spouse, parent, adult child, sibling, or other family member.

B. A friend, caregiver, or romantic partner.

C. A beneficiary, heir, devisee, or interested person in an estate or trust.

D. A person who paid or helped pay the client's legal fees.

E. A business partner, employer, employee, accountant, financial advisor, insurance representative, or other professional.

F. A nominated personal representative, trustee, guardian, conservator, or attorney-in-fact who has not yet established current legal authority.

G. A person who previously received information with the client's consent, unless the current request is also authorized.

II. Fee payment does not control confidentiality. Payment of legal fees by a third party does not make that third party the client and does not entitle that person to confidential information.

III. Prior involvement is not enough. Participation in meetings, email chains, family discussions, business communications, or prior conferences with the client does not, by itself, authorize future access to the client's file.

Article 7 — What We May Require Before Releasing Information

I. Written request. We may require a written request describing the information sought, the matter involved, the requester's relationship to the client, and the legal basis for the request.

II. Proof of identity. We may require government-issued identification or other reliable verification of identity.

III. Proof of authority. We may require documents establishing authority, including authorizations, court orders, fiduciary letters, powers of attorney, corporate resolutions, trust certifications, or other documentation.

IV. Client authorization form. When disclosure depends on client consent, we may require completion of the firm's authorization form.

V. Review time. We will review requests as promptly as reasonably possible, but timing may depend on the age, size, location, and complexity of the file; the need for client confirmation; privilege review; third-party privacy concerns; court orders; or competing claims of authority.

VI. Secure delivery. We may require secure transmission, in-person pickup, certified mail, encrypted delivery, or another method reasonably designed to protect confidentiality.

VII. Costs. The firm may charge reasonable costs for copying, scanning, retrieval, storage-media expenses, postage, special delivery, or substantial administrative time, to the extent permitted by applicable law and the firm's engagement agreement.

Article 8 — Limits on What May Be Released

I. Entire file not always released. A requester may not be entitled to every item in the firm's possession. Before release, the firm may review the file and withhold or redact materials when appropriate.

II. Closed or archived matters. For closed or archived files, retrieval may take additional time. Some materials may no longer be available if they were destroyed or deleted in accordance with the firm's document-retention policy, which provides that most documents and files may be destroyed after 7 years.

Article 9 — Declined Requests

I. Requests may be declined. We may decline a request for information from a client file.

II. No explanation of confidential reasons. If we deny or limit a request, we may be unable to explain all reasons for the decision because the explanation itself may reveal confidential information.

III. Court direction. In appropriate circumstances, the requester may seek direction from a court of competent jurisdiction. The firm may also seek court guidance when necessary or appropriate.

Article 10 — Procedure for Making a Request

I. Where to send requests. Requests should be directed to:

Collins & Estrem, P.A.
Attn: Robert H. Collins, Esq.
20 Lake Street North, Suite 202
Forest Lake, MN 55025
rob@collinsestrem.com
651.464.7400

II. Required information. A request should include:

- A. The client's full name.
- B. The matter name or description
- C. The requester's name and contact information.
- D. The requester's relationship to the client.
- E. A specific description of the documents or information requested.
- F. The legal basis for the request.
- G. Copies of any authorization, court order, fiduciary appointment, power of attorney, or other supporting document.
- H. The preferred delivery method.

III. Firm response. After receiving a request, the firm may:

- A. Ask for additional information.
- B. Contact the client or authorized representative.
- C. Review the file for confidentiality, privilege, work-product, and third-party privacy issues.
- D. Seek agreement among interested persons.
- E. Require a court order or other legal direction.
- F. Produce some, all, or none of the requested materials, depending on the circumstances.
- G. Not respond.

IV. No emergency guarantee. Although the firm will consider time-sensitive requests, confidentiality review cannot always be completed immediately. A claimed emergency does not eliminate the firm's professional obligations.

Article 11 — Policy Changes and Controlling Law

I. Subject to change. This policy may be revised at any time without advance notice.

II. Professional obligations control. If this policy conflicts with the Minnesota Rules of Professional Conduct, a court order, applicable law, or the firm's professional duties, those authorities and duties control.

III. Matter-specific agreements. A client's engagement agreement, court order, protective order, confidentiality agreement, or matter-specific instruction may impose additional restrictions or procedures.

IV. Questions. Questions about this policy may be directed to Robert H. Collins, Esq. at rob@collinsestrem.com or 651.464.7400.