

TABLE OF CONTENTS

Introduction and Model Agreement.	Intro-1
---	---------

CHAPTER 1

An Overview of Law Firm Partnerships

§ 1.01	Partnership Defined	1-2
§ 1.02	Characteristics of a Partnership.	1-17
	[1] Controlling and Operating a Business	1-24.2
	[2] Sharing of Profits and Losses	1-24.3
	[3] Employment Security.	1-24.3
	[4] Indicia.	1-24.4
	[a] What Determines Equity Partnership Status?.	1-24.5
	[b] Equity Partners' Right to an Accounting	1-24.6
	[c] Equity Partners/Owners As Employees	1-25
	[d] Determining Partner or Employee Status	1-26
§ 1.03	Consequences of Partnership.	1-27
	[1] Partners' Fiduciary Obligations to Each Other.	1-27
	[2] The Standard of Good Faith and Fair Dealing.	1-30.10
	[3] Good Faith and Fair Dealing in the Context of Law Firm Partnerships.	1-30.13

§ 1.04	Informing Clients of a Change in Firm	1-30.16
§ 1.05	Written Law Firm Partnership Agreements	1-30.22
	[1] Partner's Compensation	1-34
	[2] Allocation and Accrual of Equity	1-40
	[a] Typical Partnership Agreement	
	Provisions Concerning Capital	
	Accounts	1-43
	[3] Continuation Provisions	1-48
	[4] Partnership Goodwill	1-50
	[5] Clients of Partners Leaving the Firm	1-50.4
	[6] Firm Organization and Administration	1-50.6
§ 1.06	Partnerships at Will	1-50.9
§ 1.07	Right to an Accounting	1-52.1
	[1] Basic Rights	1-52.1
	[2] Bringing an Action for an Accounting	1-52.4
	[a] The Complaint	1-52.5
	[b] The Answer	1-59
	[c] Discovery	1-63
	[d] The Court Order	1-67
	[e] Form of Accounting	1-69
	[f] Statutes of Limitations	1-71
	[g] Typical Complications Associated	
	with Claims for an Accounting	1-72
§ 1.08	Partnership by Estoppel	1-73
§ 1.09	Partnership Tiers and Differential Liability	1-76
	[1] Two-Tier Partnerships	1-76
	[2] Vicarious Liability	1-78
	[3] Joint and Several Liability	1-79
§ 1.10	Comparing the Uniform Partnership Act	
	with the Revised Uniform	
	Partnership Act	1-82
	[1] History of the UPA and the RUPA	1-82
	[2] Important Differences Between the UPA	
	and the RUPA	1-83
	[a] Nonwaivable Rules	1-83
	[b] Partnership as an "Entity"	1-84
	[c] The RUPA's Filing Provisions	1-85
	[d] Fiduciary Duty: Abandoning the	
	"Punctilio of Honor"	1-86

CHAPTER 2

Choice of Entity for the Firm

§ 2.01	Factors in Choosing the Organizational Entity	2-3
	[1] Tax Considerations	2-5
	[a] General Partnerships	2-5
	[b] Professional Corporations	2-6
	[c] Limited Liability Partnerships and Limited Liability Companies	2-7
	[2] Vicarious Liability Considerations	2-7
	[3] Other Considerations	2-10.1
§ 2.02	The Law Firm General Partnership	2-10.3
	[1] Characteristics	2-10.3
	[2] Essential Elements of a General Partnership for the Practice of Law	2-11
	[3] Capital Contributions	2-14
	[4] Agency Relationship; Powers of Partners	2-14.1
	[5] Fiduciary Relationship	2-14.2
	[6] Ethical Responsibilities	2-14.3
	[7] Decision-Making	2-18
	[8] Income Sharing	2-19
	[9] Liability of Partners	2-21
	[10] Professional Liability Insurance	2-21
	[11] Other Insurance	2-24
	[12] Recourse and Non-Recourse Obligations	2-24
	[13] Liability for Leasehold Obligations	2-28
	[14] Incoming, Outgoing and Retiring Partners	2-29
	[a] Financial Due Diligence by Potential Partners	2-29
	[b] Third Party Liabilities and Withdrawing Partners	2-29
	[c] The Nature of the Vicarious Liability Obligation as It Applies to Withdrawing Partners	2-31
	[d] Return of Capital to Withdrawing Partners	2-33
	[15] Dissolution and Winding Up	2-38

	[a] Dissolution by Act of a Partner in Violation of Written Partnership Agreement	2-39
	[b] Dissolution by Court Decree	2-39
	[c] Consequences of Dissolution	2-40
	[d] Winding Up	2-42
§ 2.03	Professional Corporations	2-45
	[1] Practicing Law as a Corporation	2-45
	[2] Characteristics	2-45
	[3] Taxation	2-46
	[4] Formation and Operation	2-48.13
	[5] Shareholders' Agreement	2-53
	[6] Purchase of Shares	2-54.27
	[7] Fiduciary Duties	2-54.28
	[8] Ethical Responsibilities	2-55
	[9] Voting	2-55
	[a] Shareholder Voting	2-56
	[b] Director Voting	2-57
	[10] Income Sharing	2-59
	[11] Vicarious Liability	2-59
	[a] Scope of Liability Protection	2-60
	[b] Piercing the Corporate Veil	2-62
	[c] Respondeat Superior	2-63
	[12] Employees	2-63
	[a] Employment Agreements	2-63
	[b] Repurchase of Shares and Severance	2-64
	[13] Dissolution	2-67
	[a] Jurisdictional Provisions	2-67
	[b] Public Policy Considerations	2-68.20
	[i] Relationship of Shareholders Akin to That of Partners	2-68.21
	[ii] Rigorous Standard	2-68.22
	[iii] More Lenient Standard	2-68.22
	[c] A Suggestion for Applying a Court's Discretion to the Dissolution of a Law Firm	2-68.23
§ 2.04	Limited Liability Partnerships	2-68.25
	[1] Generally	2-68.25
	[2] Characteristics	2-68.25
	[3] Tax Status	2-69
	[4] Vicarious Liability	2-70
	[5] Formation	2-72

TABLE OF CONTENTS

xiii

[6]	Operation	2-73
[7]	Conversion	2-74
[8]	Contribution and Indemnification Agreements and Their Impact on Vicarious Liabilities	2-74
[9]	State LLP Laws	2-74.12
[10]	LLPs Can Be Treated as Corporations	2-74.28
§ 2.05	Limited Liability Companies	2-75
[1]	Generally	2-75
[2]	Formation and Operation	2-76
[3]	Control	2-78
[4]	Operating Agreement	2-80
[5]	Voting	2-85
[6]	Vicarious Liability	2-85
[7]	Dissolution	2-87
[8]	LLC Mergers	2-89
[9]	Taxation	2-89
[10]	Converting to an LLC	2-89
§ 2.06	International Law Firm Structures	2-92
[1]	The Swiss Verein Structure	2-92
[2]	Australia, the United Kingdom and the ABA Rules of Professional Conduct	2-92
[3]	Public Investment and the Conflict of Interest Between Clients and Investors	2-94

CHAPTER 3

Setting Up the Firm

§ 3.01	Preliminary Matters	3-3
[1]	The Firm Name	3-3
[a]	Use of Trade Names by Law Firms	3-6
[i]	Amendment to Rule 7.5	3-6.1
[ii]	What Is a “Trade Name”?	3-6.1
[b]	Goodwill and the Sale of a Law Firm Using a Trade Name	3-6.2
[2]	State Law Which Will Govern Firm Disputes	3-6.3
[3]	Term of the Partnership and Withdrawal of a Partner	3-7
[4]	Location	3-9
[a]	Principal Office	3-9

LAW FIRM PARTNERSHIP AGREEMENTS

	[b] Multi-State Firms	3-9
	[5] Choice of Fiscal Year	3-12
	[6] Statement of Purpose	3-12
	[7] Financing the Firm	3-12
	[a] Loans from Partners and Capital Contributions	3-13
	[b] Traditional Financing from a Banking Institution	3-15
	[c] Equity Investment in Law Firms by Laymen	3-17
	[8] Lawyer Advertising	3-22.4
	[9] International Practice	3-22.6
	[a] The Swiss Verein Structure	3-22.6
	[b] Australia and the United Kingdom	3-22.6
§ 3.02	Partners and Partner Classification	3-23
	[1] Equity Partners	3-28.2
	[2] Non-Equity Partners	3-28.3
	[3] Transition from Equity to Non-Equity Position	3-40
	[3A] Transition Partners and Retired Partners	3-45
	[4] Former Partners	3-46.3
	[a] Defined	3-46.3
	[b] Use of the Former Partner's Name	3-46.3
	[c] Cooperation by Former Partners	3-46.3
	[d] Covenants by Former Partner Not to Compete	3-46.4
	[5] Other Partner Designations	3-56.4
	[a] Jurisdictional and Non-Jurisdictional Partners	3-56.4
	[b] Liable Partners	3-56.5
	[c] Deceased Partner	3-56.5
	[d] "Permanent Disability" of a Partner	3-56.6
§ 3.03	Associates	3-57
	[1] Breach of Contract	3-57
	[2] Ethical Issue	3-58
	[3] Gender Issue	3-64
§ 3.04	Relationship of Partners Toward Each Other	3-66
	[1] Fiduciary Duties of Partners	3-66
	[a] Ethical Duties and Fiduciary Duties When Partners Withdraw	3-69
	[2] Limitations on Outside Interests	3-71
	[3] Professional Responsibility and Partnership Expulsion	3-72
	[4] Keeping Partnership Information Confidential	3-72.1

TABLE OF CONTENTS

xv

[5]	Client Retainer Agreements and Their Application to New Clients and New Matters	3-74
[6]	Client Files	3-91
[7]	Partner Restrictions on Incurring Firm Obligation	3-93
[8]	Bank Accounts	3-93
[9]	Opinion Letters	3-94
[10]	Prohibition on the Transfer of a Partner's Interest in the Firm	3-97
[11]	Succession Planning	3-97
§ 3.05	Alternatives to Actions at Law	3-98.3
[1]	Overview	3-98.3
[2]	Dispute Resolution Procedure	3-99
[a]	Identification of the Dispute	3-99
[b]	“Cooling Off” Periods	3-100
[c]	Firm-Wide Partner Forum	3-100
[d]	Mediation	3-100
[e]	Arbitration Clauses	3-101
[f]	“Half-Time” Mediation	3-103
[3]	Mediation	3-103
[4]	Arbitration	3-107
[a]	Arbitration Criteria	3-116
[b]	Punitive Damages and Attorneys’ Fees	3-119
[c]	Which Law Applies	3-121
§ 3.06	Amending the Partnership Agreement	3-138

CHAPTER 4

Management Structure

§ 4.01	Defining Management Responsibility	4-2
[1]	Determining Management Structure	4-2
[2]	The Committee System in General	4-3
§ 4.02	Partnership Voting	4-5
[1]	One Person-One Vote	4-5
[2]	Majority and Super-Majority Rule	4-5
[3]	Weighted Voting	4-7
[4]	Proxy Voting	4-8
§ 4.03	The Executive Committee	4-9
[1]	Establishment and Membership	4-9

	[2] Authority	4-10
	[3] Partnership Voting on Executive Committee Actions	4-12
§ 4.04	The Management Committee	4-13
§ 4.05	The Practice Development Committee	4-15
§ 4.06	The Practice Management Committee	4-17
§ 4.07	Other Committees	4-19
	[1] Budget Committee	4-19
	[2] Ethics Committee	4-19
	[3] Bias Complaint Committee	4-20
§ 4.08	Committee Chairpersons	4-21
	[1] The Managing Partner	4-21
	[2] The Administrative Partner	4-23
	[3] Director of Finance	4-24
§ 4.09	Committee and Partnership Meetings	4-27
	[1] Committee Meetings, Membership and Reports	4-27
	[2] Partnership Meetings	4-27
	[a] Regular Meetings	4-27
	[b] Special Meetings	4-28
	[c] Minutes and Agendas	4-29

CHAPTER 5

Partnership Income and Assets

§ 5.01	What Constitutes Partnership Income	5-2
§ 5.02	Partnership Assets and Liabilities	5-4
	[1] “Partnership Net Assets” Defined	5-4
	[2] Accounts Receivable	5-5
	[3] Work-in-Process	5-6
	[4] Investment Opportunities	5-7
	[5] Leasehold Adjustments	5-10
§ 5.03	Distribution of Distributable Partnership Income	5-12
	[1] “Net Income” and “Distributable Income” Defined	5-12
	[2] Distribution of Net Income	5-13
	[3] Distributions to Former Partners	5-15
	[a] Indemnifying Former Partners and the Partnership Termination Percentage	5-15

TABLE OF CONTENTS

xvii

	[b] Determining the Payout Amount	5-17
	[c] Third Party Calculation.	5-18
	[d] Timing the Payout.	5-19
	[e] Payment Limitations, Conditions and Deferrals	5-19
	[f] Uncollected Fees Generated by a Former Partner Prior to Departure	5-21
[4]	Expense Allowances	5-21
[5]	Partners' Capital Accounts	5-22
	[a] Defining Capital and Providing for the Firm's Capital Account	5-22
	[b] Capital Accounts	5-23
	[c] Withdrawal of Capital.	5-24
[6]	Pension Plans	5-25
[7]	"Allocable Income" Defined	5-26.1
[8]	Tax Allocations and Other Tax Matters	5-26.2
[9]	Tax Disputes Involving Non-Equity Partners	5-26.2
	[a] Statement of Inconsistent Position: IRS Form 8082	5-26.3
	[b] The Duty of Consistency, a.k.a. Quasi-Estoppel	5-26.4
§ 5.04	Types of Partner Compensation Systems	5-27
	[1] The Compensation Committee System	5-29
	[2] The Formula System	5-35
	[3] The "Equal Partners" System	5-41
	[4] The Proprietary System	5-41
	[5] The Seniority/Lockstep System.	5-42
	[6] The "Eat What You Kill" System	5-43

CHAPTER 6

Changes in Relationship Among Partners

§ 6.01	In General.	6-3
	[1] The Effect on a Partnership of a Withdrawal	6-3
	[2] Continuation of the Partnership	6-6
	[3] Succession Planning.	6-7
	[4] Procedures to Follow When There Is a Change of Relationships	6-8

	[5] New Office Space and the Confidentiality Concerns of Voluntarily Withdrawing Partners	6-10.2
§ 6.02	Procedures for Admitting New Partners	6-10.3
	[1] Promotions of Associates to Partner	6-10.3
	[2] Laterals	6-10.4
	[a] Determining the Suitability of a Lateral Applicant	6-10.4
	[b] Conflicts of Interest	6-12.9
	[i] Direct Conflicts	6-12.9
	[ii] Imputed Conflicts	6-12.11
	[iii] Conflicts Concerning Former Government Officials, Judges, Arbitrators or Mediators	6-12.12
	[c] Due Diligence by Lateral Partners	6-12.12
	[3] Equity vs. Non-Equity Status	6-12.16
	[4] Execution of Partnership Agreement	6-13
§ 6.03	Withdrawal and Termination	6-17
	[1] Voluntary Withdrawal and the Enforceability of a Notice Requirement	6-17
	[a] Withdrawal and Separation Agreements	6-18.6
	[i] <i>Form</i> : Confidential Settlement Agreement	6-19
	[ii] <i>Form</i> : Settlement Agreement Resolving Claims of a Small General Practice Firm	6-20.5
	[iii] <i>Form</i> : Separation Agreement and Specific Release	6-20.10
	[b] Developing a Policy Anticipating the Voluntary Withdrawal of Partners	6-20.20
	[c] The Impact of Withdrawal on Bonuses	6-20.25
	[2] Involuntary Termination	6-20.26
	[a] A Cause vs. No-Cause Provision	6-20.29
	[b] Attendance of the Affected Partner at the Meeting on Removal	6-20.38
	[c] Percentage of Vote Required to Remove	6-21

TABLE OF CONTENTS

xix

	[d] Application of the Federal Anti-Discrimination Statutes	6-21
[3]	Solicitation of Clients and Tortious Interference with Firm Clients	6-30
	[a] Client Solicitation	6-30
	[b] Tortious Interference	6-38.1
[4]	Solicitation of Partners and Associates	6-40.3
[5]	Access to Client Files by a Withdrawing Partner	6-40.5
[6]	Withdrawing Partner's Access to Partnership Confidential Information	6-40.7
[7]	Confidential Exit Agreement on Involuntary Withdrawal	6-40.10
[8]	Ethical Considerations in Law Firm Transitions	6-40.20
	[a] Formal Opinion 489	6-40.20
	[b] Protecting Clients' Rights	6-40.21
	[c] Notifying Clients of the Departure	6-40.21
	[d] No Interference with Departing Partner's Competent Representation	6-40.21
	[e] "Clients Are Not Property"	6-40.22
	[f] Notice Provisions	6-40.22
§ 6.04	Retirement	6-41
[1]	Formulating a Retirement Policy	6-41
	[a] Concerns Regarding Retirement	6-41
	[b] Maximizing the Value of Senior Lawyers	6-44
	[c] Transition and Succession	6-45
[2]	Mandatory Retirement	6-48
	[a] The Balancing Test for Determining Employee Status	6-54
	[i] Whether the Organization Can Hire or Fire the Individual or Set the Rules and Regulations of the Individual's Work	6-55
	[ii] Whether and, If So, to What Extent the Organization Supervises the Individual's Work	6-56

LAW FIRM PARTNERSHIP AGREEMENTS

[iii]	Whether the Individual Reports to Someone Higher in the Organization	6-56
[iv]	Whether and, If So, to What Extent the Individual Is Able to Influence the Organization	6-57
[v]	Whether the Parties Intended that the Individual Be an Employee, as Expressed in Written Agreements or Contracts	6-57
[vi]	Whether the Individual Shares in the Profits, Losses, and Liabilities of the Organization	6-58
[2A]	Mandatory Retirement Provisions Meet Disfavor	6-59
[3]	Gradual Retirement	6-63
[a]	Mentoring	6-64
[b]	Sequenced Retirement.	6-65
[4]	Covenant Not to Compete on Retirement	6-68
[5]	Ongoing Private Law Practice	6-72.1
[6]	Responsibility for Partnership Debts	6-72.3
[7]	Funded and Unfunded Plans	6-72.4
[8]	Small Firms and Sole Practitioners.	6-72.7
§ 6.05	Death.	6-72.10
§ 6.06	Disability	6-72.12
§ 6.07	Incompetence	6-73
§ 6.08	Leaves of Absence.	6-74
[1]	Sabbaticals	6-74
[2]	Vacations	6-76
§ 6.09	Temporary Withdrawal	6-80

CHAPTER 7**Dissolution**

§ 7.01	Dissolution Defined	7-2
§ 7.02	Termination Defined	7-5

TABLE OF CONTENTS

xxi

§ 7.03	The Role of the Partnership Agreement	7-6
§ 7.04	Causes of Dissolution	7-9
	[1] Withdrawal of a Partner	7-10
	[2] Dissolution by Expulsion of a Partner	7-12
	[3] Bad Faith and Wrongful Dissolution	7-13
	[a] Bad Faith Dissolution	7-13
	[b] Wrongful Dissolution	7-14
	[4] Bankruptcy of a Partner	7-18.4
	[5] Death of a Partner	7-18.6
	[6] Incapacity	7-18.7
§ 7.05	Duty to Wind Up Affairs of the Partnership	7-18.9
	[1] Obligations of Partners After Dissolution to Partnership	7-20
	[2] Partner's Authority to Bind Partnership	7-22.4
	[3] Duty to Finish Unfinished Business	7-22.6
	[4] Sharing of Profits and Losses Upon Dissolution.	7-22.8
	[5] Contingency Fees of a Partnership in Dissolution.	7-40
	[6] Judicial Dissolution	7-44
	[7] Appointment of a Receiver	7-49
§ 7.06	Valuing a Law Firm's Goodwill on Dissolution	7-52.3
	[1] Agreeing that Goodwill Has No Value	7-52.7
	[2] Client's Choice of Counsel and Goodwill	7-52.7
	[3] Goodwill as an Independent Asset Capable of Valuation	7-52.8
	[4] Valuing Goodwill.	7-52.8
	[a] Discounted Future Earnings Method	7-52.9
	[b] Excess Earnings Method.	7-52.10
§ 7.07	The Valuation Expert.	7-53
§ 7.08	Agreements on Dissolution of the Law Firm	7-58
	[1] Agreement Between and Among Partners of a Dissolving Firm.	7-58
	[2] Agreements with Third Parties	7-75
	[a] Agreements with Landlords	7-75
	[b] Agreements with Financial Institutions	7-77

CHAPTER 8

Buying, Selling or Merging Law Practices

§ 8.01	Sale of a Law Practice	8-2
[1]	The ABA Model	8-3
[2]	The New York Example	8-4
[a]	Permissible Sale	8-4
[b]	What May Be Sold	8-5
[c]	Confidentiality	8-6
[d]	Written Notice to Clients	8-7
[e]	Use of the Seller's Name After Purchase of a Law Practice	8-7
[3]	Sample Sale of Law Practice Agreement	8-8.3
[4]	The Sales Price	8-16
[5]	Interaction with Other Rules of Professional Conduct	8-18
§ 8.02	Merging a Law Practice	8-18.4
[1]	Client Concerns	8-18.6
[1A]	Due Diligence and Confidentiality	8-18.9
[2]	Sample Merger Agreement of Two Law Firms	8-18.15
[3]	<i>De Facto</i> Mergers	8-42
[a]	Continuity of Ownership	8-42.2
[b]	Cessation of Ordinary Business and Dissolution of the Predecessor	8-42.3
[c]	Assumption of Liabilities by the Successor	8-42.3
[d]	Continuity of Management, Personnel, Physical Location, Assets and General Business Operation	8-42.4
§ 8.03	Tax Aspects of a Law Firm Merger	8-43
[1]	Definition of a Partnership Merger	8-43
[2]	The Terminating and the Continuing Partnership	8-43
[3]	Tax Construct of a Merger	8-44
[4]	Tax Consequences of a Merger	8-45
[a]	Distribution of Cash	8-45
[b]	Liability Shifts	8-45
[c]	"Anti-Mixing Bowl" Rules	8-46
[d]	"Disguised Sale" Rules	8-46
[5]	Tax Return Requirements	8-47
[6]	Consequences of Merger-Tax Attributes	8-47

TABLE OF CONTENTS

xxiii

	[7] Professional Corporations	8-47
§ 8.04	Standstill Agreements	8-49
§ 8.05	Buying, Selling and Merger Discussion Check List.	8-54

CHAPTER 9

Law Firm Bankruptcies

§ 9.01	Partnership Bankruptcies	9-2.1
	[1] Chapter 7 vs. Chapter 11.	9-3
	[2] Venue of the Bankruptcy Case	9-4.1
	[3] Getting Started: Practical Considerations	9-4.1
§ 9.02	Eligibility for Relief Under Title 11	9-7
	[1] Generally	9-7
	[2] Partnerships in Dissolution: Eligibility to Be a Debtor.	9-8
	[3] Authority to File Voluntary Petitions	9-10
	[a] Voluntary Petition	9-12.2
	[b] Exhibit A to the Petition.	9-12.5
	[c] Exhibit C to the Petition.	9-12.6
	[d] Petition Declaration.	9-12.6
	[e] List of Top Twenty Creditors.	9-12.7
	[f] Summary of Schedules	9-12.8
	[g] Schedule A: Real Property	9-12.9
	[h] Schedule B: Personal Property	9-12.10
	[i] Schedule C: Property Claimed as Exempt.	9-12.13
	[j] Schedule D: Creditors Holding Secured Claims.	9-12.14
	[k] Schedule E: Creditors Holding Unsecured Priority Claims.	9-12.16
	[l] Schedule F: Creditors Holding Unsecured Nonpriority Claims	9-12.19
	[m] Schedule G: Executory Contracts and Unexpired Leases	9-12.21
	[n] Schedule H: Codebtors	9-12.22
	[o] Declaration Concerning Debtor's Schedules	9-12.23
	[p] Statement of Financial Affairs	9-12.24
	[q] Notice of Meeting of Creditors	9-12.35
	[4] Authority to File Involuntary Petition	9-12.36

§ 9.03	Effect of Filing: The Partnership Agreement and Status of the Partnership	9-13
	[1] Introduction	9-13
	[2] The Partnership Agreement as an Executory Contract	9-14
	[3] Status of the Partnership and Interests in the Partnership.	9-15
§ 9.04	Property of the Estate	9-17
	[1] Generally	9-17
	[2] Contribution Obligations of Partners	9-17
	[3] Recoveries from Avoiding Powers	9-18
	[4] Section 723: Rights of Partnership Trustee Against General Partners.	9-20
	[a] Applicability of Section 723.	9-20.1
	[b] Section 723(a): Trustee's Claim Against the General Partners.	9-21
	[c] Section 723(b)-(c): Proceeding Against Non-Debtor and Debtor General Partners	9-24
	[d] Federal Rule of Bankruptcy Procedure 1007.	9-25
	[e] Repeal of the "Jingle Rule"	9-25
	[5] Property of a General Partner's Estate	9-26
§ 9.05	The Automatic Stay	9-28
§ 9.06	Claims and Distributions	9-30
	[1] Section 723(c) Revisited	9-30
	[2] Section 508: Effect of Distribution Other Than Under Title 11	9-30
	[3] Partners vs. Creditors	9-31
	[4] General Partners vs. Limited Partners	9-31
	[5] Current vs. Former Partners	9-31
	[a] Distributions	9-31
	[b] Chapter 11 Plan of Liquidation vs. State Law Plan of Dissolution.	9-34
	[c] Classification of Claims	9-34
	[6] Landlord Claims.	9-35
	[7] Plan Provisions Providing for Non-Debtor Partner Releases and Injunctions	9-37
§ 9.07	Fraudulent Conveyances and Unfinished Business	9-41
TABLE OF CASES		TC-1
INDEX		I-1