Asset Protection Packet

English Version

HISPANIC METROPOLITAN CHAMBER

INVESTING IN OREGON & SW WASHINGTON

TABLE OF CONTENTS

1. INTRODUCTION

This packet is designed for immigrant business owners and their families who may be at risk of detention or deportation. It outlines practical steps to protect your assets, business, and family, while ensuring your rights are respected.

Owning and operating a small business requires courage, dedication, and an investment of time and resources. For immigrant entrepreneurs, the challenges multiply—especially under the threat of deportation. This manual provides a roadmap to help business owners navigate those risks. Whether you're preparing legal documents, identifying a trusted individual to manage your business or household, or planning for the care of your children, this guide is here to support you.

Through the strategies and resources shared in this packet, we hope to empower you to protect what you have built and ensure continuity for your family and business. We believe that everyone deserves the right to plan, protect, and prosper—regardless of their immigration status.

This packet provides simplified information on asset protection designed to support our community with accessible and practical resources. The content has been developed from a variety of trusted sources, insights gained through participation in workshops, and the valuable collaboration of community partners: **Oregon Hispanic Bar Association, Organized Power in Numbers, SW WA LULAC and Rational Unicorn Legal.**

Our goal is to make complex information easier to understand and apply, while encouraging continued learning through additional workshops and community resources.

2. LEGAL NOTICE

Each section is intended to provide general information on a specific topic. In many cases, laws vary from state to state. Therefore, this information is not intended to replace legal assistance or guidance specific to your situation or location.

We strongly recommend working directly with a licensed attorney for personalized legal advice. Nothing in this guide is intended to create an attorney-client or fiduciary relationship.

3. KNOW YOUR RIGHTS

Rights (Apply to Everyone, Regardless of Immigration Status)

- You have the right to remain silent. You do not have to answer questions about your immigration status.
- You have the right to speak to a lawyer before signing any documents.
- Do not sign anything without legal advice, especially if presented by ICE or law enforcement.
- Stay calm. Don't run.

If approached by immigration officers, you may ask:
"Am I free to leave?"
If the answer is yes, walk away calmly.

At Home: If ICE Comes to Your Door

- Do not open the door. ICE cannot enter without a signed judicial warrant.
- Ask the agent to slide the warrant under the door or hold it up to a window.
- A valid judicial warrant must:
    - Be signed by a judge and issued by a court
    - Include your correct name and address
    - Clearly state it is a search warrant
    - The warrant is only valid until the date listed
- Keep your doors closed and say: *"I do not give you permission to enter my home."*

At Work: Protecting Your Business and Employees

- ICE may only enter public areas of your business without permission.
- To protect private areas:
    - Post "Private: Employees Only" signs
    - Keep internal doors closed or locked
    - Have a clear visitor policy for non-public areas

If ICE attempts to enter a private area, say:
"This is a private area. Do you have a judicial warrant?"

If an employee is detained, ask:
"Where are you taking them? What agency are you with?"

What to Do If ICE Shows Up at Your Business

1. Stay calm and do not run.
2. Ask to see the warrant. Request they slide it under the door or hold it up to a window.
3. Check the signature. Only a judicial warrant signed by a judge authorizes entry.
4. Verify the warrant using your state courts' official judge directory.
5. Do not consent to entry without a judicial warrant. Politely but firmly say: "I do not consent to entry. I need to see a judicial warrant signed by a judge."
6. Do not physically block or interfere. Remain respectful and observe.
7. Document the interaction by writing down names, badge numbers, time, and details. If safe, you should record video.
8. Notify your emergency legal contact.

If You Are Driving

- If pulled over, provide your driver's license, registration, and insurance (if you have them).
- Remain calm and respectful.
- If asked about your immigration status, you can say:
  "I am exercising my right to remain silent."

Sample Scripts to Use

If ICE stops you in public or at your workplace:

- "I do not wish to speak with you or answer any questions. I want to speak with a lawyer."
- "I do not consent to a search."
- "Am I free to leave?"

If ICE is at your home:

- "I do not consent to entry. Do you have a warrant signed by a judge?"

4. EMERGENCY PREPARATION

Emergency planning is essential for immigrant business owners because it ensures their business, family, and assets are protected in case of unexpected events like detention or deportation. With the right plan, operations can continue, legal rights are safeguarded, and families gain peace of mind knowing their future is more secure.

Legal and Immigration Preparedness

- Consult an Immigration Attorney. A directory is available in this packet
- Evaluate options for changing or adjusting immigration status
- Identify relief options if status is at risk (e.g., asylum, DACA, TPS, parole)

Powers of Attorney

- Draft a general and durable power of attorney to manage business and finances
- Sign a temporary guardianship or power of attorney for childcare (especially if children are U.S. citizens)

Know Your Rights

- Do not open the door to ICE without a signed judicial warrant
- Carry a red card stating your rights
- Stay silent and request to speak to your lawyer

Business Protection Plan

Succession Plan

- Designate and train your successor to run day-to-day operations
- Create a comprehensive archive for your successor
- Document everything your successor will need to successfully run your business. This should include:
  - **Operations Manual** – day-to-day processes, checklists, and workflows.
  - **Key Contacts** – clients, suppliers, service providers, and partners.
  - **Financial Records** – budgets, cash flow, bank account details, and accounting systems.
  - **Legal Documents** – licenses, permits, contracts, and business agreements.
  - **Passwords & Access** – secure access to digital tools, email, banking, and software.
  - **Strategic Information** – business goals, marketing plans, and growth strategies.
  - **Staff Information** – roles, responsibilities, and HR policies.

By creating a clear, organized archive, you make it easier for the person you trust—whether it's a family member, partner, or manager, to step in and keep the business running smoothly in your absence.

Legal Documents and Licensing

- Keep copies of:
    - Business license
    - Tax ID (EIN)
    - Insurance policies
    - Operating agreements or contracts
- Store them securely and make them accessible

Financial Planning

- Separate personal and business finances
- Add a trusted person to business accounts, add a cosigner
- Organize tax filings, payroll, and vendor contracts
- Document pending orders and receivables
- Automate payments
- Consider a business insurance policy like business interruption insurance

Family and Personal Asset Protection

Gather and Safeguard Documents Store securely:

- Passports, visas, birth and marriage certificates
- Deeds, titles, bank statements
- Medical and school records
- Tax returns

Add Names to Accounts and Titles

- Co-sign trusted individuals on:
    - Bank accounts
    - Property and business ownership
    - Life insurance and retirement accounts

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Communication Plan

Emergency contact list (memorize or store):

- Immigration attorney
- Family members
- Consulate
- Rapid response hotline
- Child's school

Family Emergency Plan

- Discuss actions with family
- Assign guardians for children
- Determine business caretaker

Physical and Digital Security

Home and Business Security

- Post signs: "Employees Only"
- Keep doors locked
- Use locks, cameras, or access controls

Backup Digital Files

- Use secure cloud storage
- Share access with a trusted person
- Use a password manager

Community and Advocacy

Connect with Support Networks

- Rapid response teams, unions, community organizations
- Educate others and participate in advocacy

Stay Informed

- Follow updates on immigration laws and policies
- Know local sanctuary policies and ICE cooperation

5. DOCUMENT CHECKLIST

Keep copies of the following documents in a secure place:

Immigration and Legal Documents

☐Passports and visas (for all family members)

☐ Birth and marriage certificates

☐ Immigration records (work permits, DACA, TPS, asylum applications, parole documents)

☐ Social Security cards or ITINs

☐ Legal representation forms (e.g., **Form G-28** signed with your attorney)

☐ ICE Privacy Waiver (if applicable)

☐ Powers of Attorney (general, durable, childcare)

Business Legal and Licensing

☐ Business license(s)

☐ Tax ID (EIN)

☐ Insurance policies (business, liability, interruption)

☐ Operating agreements, bylaws, or partnership agreements

☐ Contracts with clients, vendors, and partners

☐ Permits and compliance documents

Financial Records

☐ Business bank account information (add a trusted person or cosigner if possible)

☐ Personal bank account information

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Financial Records *(cont.)*

☐ Accounting system login details

☐ Budgets and cash flow statements

☐ Tax returns (business and personal)

☐ Payroll records

☐ Vendor contracts and pending orders/receivables

Business Operations Archive

☐ Operations Manual (day-to-day processes and checklists)

☐ Key contact list (clients, suppliers, service providers, partners)

☐ Staff directory with roles and responsibilities

☐ Marketing plans and growth strategies

☐ Digital access log (passwords, software, emails, banking, cloud storage)

Family and Personal Assets

☐ Property deeds and titles

☐ Vehicle titles and registration

☐ Retirement accounts and life insurance policies

☐ Medical and school records for family members

Emergency Communications

☐ Emergency contact list (immigration attorney, family member, consulate, rapid response hotline, child's school)

☐ Family emergency plan (guardianship for children, business caretaker assignment)

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Digital Security

☐ Backup of all business and personal files (cloud + external drive)

☐ Password manager master key or recovery instructions

☐ Shared access instructions for a trusted person

6. EMPLOYMENT COMPLIANCE

Form I-9: Information and Audit

Form I-9 is used by U.S. employers to verify the identity and employment authorization of individuals hired for employment in the United States. Every employer must complete a Form I-9 for each employee to comply with federal regulations.

Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.

Employers should fill out Section 2 of the form by the third business day after the employee starts paid work.

To access the form and instructions, please refer to the official website: **USCIS**

Form I-9 Documentation:

You must retain these records while the employee is working for you and for a certain period after they stop working. This requirement applies even if the employee leaves shortly after their hire date.

Never mail Form I-9 to USCIS or U.S. Immigration and Customs Enforcement (ICE).

You only need to calculate how long to retain the Form I-9 **after an employee leaves your company.** Federal regulations require that you retain a Form I-9 for each person you hire for **three years after the date of hire or one year after the date employment ends, whichever is later.**

To calculate how long to retain the Form I-9 for a former employee:

- If they worked **less than two years**, keep their form for **three years after the "First Day of Employment"** listed on the form.
- If they have worked for **more than two years**, keep their form for **one year after the date they stopped working for you.**

You may store Form I-9 on paper, microfilm, microfiche, or electronically. You only need to retain the pages where you and the employee entered information.

Video: Employee Rights & Form I-9

ICE I-9 Audits

An I-9 audit happens when ICE checks if all your employees are authorized to work in the U.S. These audits can be random or based on tips.

- ICE will send or deliver a **Notice of Inspection**, asking for I-9 forms and possibly other documents like payroll, employee lists, or business licenses.
- You have **3 days to respond**. Use this time to gather documents and contact a lawyer. If you waive the 3 days, ICE can start immediately.
- The inspection may take place at your workplace or an ICE office.

Important steps if ICE audits your workplace:

1. **Call your lawyer right away**.
2. **Do not** let ICE speak directly with employees.
3. ICE can only enter with a **judicial warrant signed by a judge**. Ask them to wait outside and have someone accompany them at all times if they enter.
4. Only give ICE what they ask for. Keep I-9s separate from other employee files. If they want more, they need a subpoena or warrant.
5. Ask ICE to review I-9s outside your office.
6. Post the Notice of Inspection for staff within **72 hours and** notify any employees whose I-9s ICE says are defective.

If ICE finds unauthorized employees:
You have **10 days** to fix the problem. If the worker cannot get authorization, you must terminate or place them on leave until they are authorized.

Internal I-9 Audits
Employers must not use I-9 audits to discriminate or retaliate against workers. For example, you cannot target employees based on their nationality. Before doing an internal audit, think about when it will happen, how broad it will be, and whether it is being done fairly.

For guidance, you can review ICE's recommendations on internal audits here.

What key elements should be included in a business policy for handling interactions with law enforcement?

A written policy helps protect your clients and staff if immigration or other law enforcement shows up. It also gives staff clear guidance and reassurance. Staff can point to the policy when responding to officials.

Your policy should include:

- **Scope:** When and where the policy applies, and which staff roles are responsible.
- **Procedures:** What staff should do when law enforcement arrives (e.g., receptionist calls manager).
- **Coverage:** Apply the policy to all law enforcement, not just ICE.
- **Staff information:** Roles, responsibilities, and limits on what staff can do or share.

I-9 Audit Checklist

General Compliance:

☐ A Form I-9 has been completed for every employee.

☐ Forms are stored separately from personnel files.

☐ Document retention rules are followed.

Section 1 (Employee Information and Attestation):

☐ Employee completed and signed Section 1 on or before their first day of work.

☐ All required fields (name, address, date of birth, Social Security number, etc.) are complete.

☐ Employee correctly selected their immigration status.

☐ If a preparer or translator was used, that section is completed and signed properly.

Section 2 (Employer Review and Verification):

☐ Completed within three business days of the employee's start date.

☐ Documents presented match the employee's immigration status.

☐ Document information (issuing authority, document title, number, and expiration date) is entered correctly.

☐ Employer representative signed and dated the form.

Common Errors to Avoid

1. Missing signatures (employee or employer).
2. Incorrect or incomplete document information.
3. Accepting expired or invalid documents.
4. Late completion of Section 1 or 2.

Storage and Retention Compliance:

☐ I-9 forms are stored securely and accessible for audits.

☐ Forms past the required retention period are properly discarded.

7. WARRANTS & LAW ENFORCEMENT

Difference Between Judicial Warrant and Immigration Warrant

For small business owners, especially those serving or employing mixed-status communities, understanding the difference between a judicial warrant and an immigration warrant is critical. These documents may look official, but they carry different legal authority.

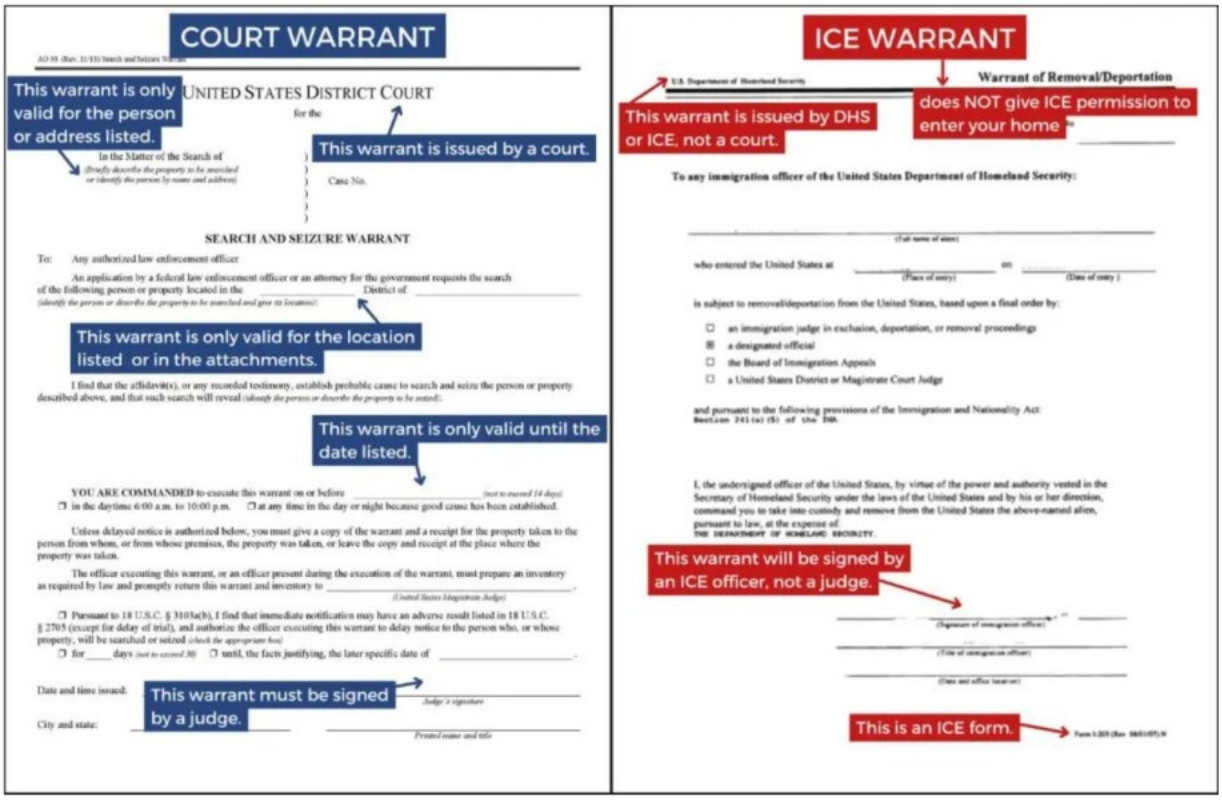
A judicial warrant is signed by a judge and issued by a court. It authorizes law enforcement officers to enter a property, search it, or make an arrest. These are enforceable in both criminal and civil courts and must be obeyed.

ICE cannot use a judicial warrant to search areas or seize items that are not specifically listed in the warrant, and they cannot take individuals who are not named. You have the right to document their actions, request copies of the warrant, and contact an attorney immediately if you believe your rights are being violated. Following these steps helps protect you, your employees, and your business during an inspection or raid.

An immigration warrant is issued by the U.S. Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE), not by a judge. These are administrative documents and do not authorize entry into private areas without permission.

Key Differences

Judicial Warrant	Immigration Warrant (ICE Warrant)
Signed by a judge (state or federal)	Signed by an ICE officer, not a judge
Legally authorizes entry or arrest	Does not authorize entry into private property
Typically labeled with a court name (e.g., U.S. District Court)	Typically says “Department of Homeland Security” or “ICE”
Must be obeyed	You may legally refuse entry if there is no judicial warrant
Can be for arrest, search, or seizure	
Search warrants (like those for a home) usually have a time limit under **federal rules** — typically **14 days** from when the judge issues it. After that, it expires and cannot be used.	Usually for administrative detention or removal



If an official comes to your door, **you don't have to open** it unless they have a **court warrant**. Ask them to show it under the door or through a window/peephole.

If it's a court warrant, check that it has your name and address, isn't expired, and is signed by a judge.

If they don't have a warrant, it's your choice whether to open the door. You can also call your lawyer.

Additional Verification Tip

If presented with a warrant, you can verify whether it was signed by an actual judge by checking the judge's name and status through your state court directory. This can help you identify documents that may appear official but are not legally binding.

Judges in Oregon

Judges in Washington

8. POWER OF ATTORNEY (POA)

A Power of Attorney (POA) is a legal document that authorizes another person—known as an "agent" or "attorney-in-fact"—to act on your behalf in personal, financial, legal, or business matters. It becomes especially important for individuals who are at risk of detention or deportation. With a properly executed POA, you can make sure that your affairs do not come to a halt if you are suddenly unable to manage them.

POAs are flexible and can be tailored to meet your specific needs. You can grant broad powers or limit your agent's authority to particular tasks, such as accessing your bank account, signing contracts, running your small business, or making decisions about your children's care. For small business owners, this document can be the key to ensuring continuity. A POA can empower someone to pay employees, manage inventory, respond to emergencies, or sign legal documents while you're unavailable.

Choosing the Right Power of Attorney (POA)

When creating a POA, decide:

1. **Scope of Authority** –
    a. *General POA*: Broad powers to act on your behalf, but with some legal limits. Usually not recommended for most facing deportation unless urgent actions (e.g., selling a business) are needed.
    b. *Special/Limited POA*: Grants authority for specific tasks (e.g., selling property, accessing a bank account, caring for children). Often more likely to be accepted by institutions because it's clearly defined.
2. **When It Becomes Effective** –
    a. *Immediate*: Most POAs take effect upon signing.
    b. *Springing*: Becomes effective only after a specific event (e.g., deportation or detention). Helps prevent premature use, but may be harder for institutions to accept and may require formal proof of the triggering event.
3. **Key Considerations** –
    a. Trustworthiness of your chosen agent is critical.
    b. Clearly define the triggering event for springing POAs and how it will be proven (e.g., notarized declaration).
    c. State-specific requirements may apply; legal advice is recommended.

Note to Agents

Sometimes, third parties (like banks or schools) may refuse to accept a Power of Attorney (POA), even if it is valid.
If this happens:

- Contact a lawyer for advice.
- You may be able to sue to enforce the POA, depending on state laws.
- Some institutions have their own POA forms; using them can help avoid problems.

Tip: To protect the agent's personal funds, the POA can say that any attorney's fees for enforcing the POA will be paid from the principal's money.

Agents must:

- Use the original POA (keep a copy for records).
- Act in the principal's best interests.
- Keep their own money separate from the principal's.
- Avoid profiting from transactions unless the POA allows it.
- Not give themselves the principal's money or property unless authorized.
- Keep clear records of all actions taken as agent.

How Long a POA Lasts and How to Change It

- **Durable POA**: Stays valid even if the principal becomes incapacitated. Most states require "durable" to be stated in writing.
- **Ending a POA**: It ends when revoked in writing, when the principal dies, or (if not durable) when the principal becomes incapacitated. In some states, it ends upon divorce from the named agent.
- **Setting an End Date**: Can make the POA more trustworthy but ensure there is enough time for the agent to complete their work.
- **Revoking a POA**: Send written notice to the agent and any institution relying on it and retrieve all copies. This can be hard to fully enforce.
- **Changing a POA**: Usually done by canceling the old one and making a new one. Notify everyone who received the original.

Drafting a POA

For Non-Detained Immigrants

- Must be in writing and meet your state's legal requirements (witnesses, notarization, filing, etc.).
- Some states have official "statutory forms" that are widely accepted.
- Check if your bank or other institutions have preferred forms.
- If property is in several states, you may need separate POAs, but if time is short, create one meeting the strictest U.S. standards:
    - Your signature and date.
    - Two witnesses.
    - Notarization.
    - Agent acknowledgments.
- Special POAs should list all account numbers, property details, and any limits (like minimum sale prices).
- Real estate POAs usually must be filed with local land records.

For Detained Immigrants

- You can still create a POA, but witnessing/notarization may be difficult.
- Work with a lawyer or hire a notary who can visit the detention center.

For Deported Immigrants

- You can create or amend a POA from abroad by having it notarized locally and then "apostilled" for international validity (per the Hague Convention).
- If the country is not part of the Convention, consult a lawyer or the U.S. embassy about proper authentication.
- Attach a certified English translation if the POA is in another language.

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POA Checklist

☐ Decide if the POA will be **general** (broad powers) or **special/limited** (specific tasks).

☐ Decide if it starts immediately or at a future event ("springing" POA).

☐ Choose an agent who:

- Lives in the state where the POA will be used.
- Is trustworthy, responsible, and financially literate.
- Has legal status in the U.S. or is unlikely to be detained/deported soon.

☐ List all matters the agent will handle (accounts, property, child care, etc.).

☐ Include:

  - How long the POA lasts.
  - Detailed asset descriptions (bank names, account numbers, property IDs).
  - Your state's legal requirements.

☐ Give the original POA to the agent (and possibly extra signed copies).

☐ Notify all relevant third parties.

☐ Keep a record of who has a copy.

☐ Have the agent keep detailed records of their actions.

☐ For any changes or cancellation, send notice by certified mail or another trackable method.

Choosing the Right Agent

Choosing your agent is one of the most important decisions in preparing a POA. This person should be trustworthy, dependable, and capable of making sound decisions under pressure. For small business owners, the ideal agent is someone who understands how your business runs and can confidently handle financial or operational tasks.

You may choose a family member, business partner, or trusted friend. It is wise to have a conversation with them in advance, explaining your wishes and the limits of their responsibilities. You can also name an alternate agent in case your first choice becomes unavailable.

Having a POA in place not only protects your assets—it also reduces the stress on your loved ones. If you're detained, they won't have to go to court to be able to help you. Instead, your pre-selected agent can step in immediately and legally manage what matters most.

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This is a legal document that gives another person the authority to make decisions and act on your behalf if you are unable to do so. This can be essential in times of emergency, detention, or deportation. With a valid POA, a trusted individual—called an "agent"—can manage your financial matters, business operations, or childcare decisions, depending on what the POA covers.

9. IF YOU ARE DETAINED BY ICE (BUSINESS OWNERS)

If you are a business owner and are detained by U.S. Immigration and Customs Enforcement (ICE), it is essential to act quickly and calmly to protect both your personal rights and the continuity of your business. The first step is to remain silent and request an attorney. Do not sign any documents without legal counsel. Inform ICE officers that you are a business owner and have dependents or employees relying on you. Request the opportunity to contact a trusted emergency contact or your designated Power of Attorney (POA) agent.

Immediately ask to make a phone call to your emergency contact. Ensure this person has access to your legal documents, business plan, bank accounts, and staff communication procedures. If you've named them in a POA or caregiver affidavit, remind them to enact the plan you prepared. If possible, contact your immigration attorney or legal aid provider and provide your "A-number" (alien registration number) to help locate you in the ICE system.

The ICE Online Detainee Locator System (https://locator.ice.gov) can be used by your emergency contact to find your detention location and communicate with your attorney or consulate. Consulates can also help provide guidance and communicate with your family.

Make every effort to let your family and employees know where you are and what steps they should take. If your children or dependents are left without care, ICE is required to make reasonable accommodations for you to arrange their safety. This is especially important if you are a sole caregiver.

Documenting the incident is crucial. If possible, have a trusted person take notes on what time you were detained, where, by whom, and any documents ICE presented. Save copies of any warrants or notices, and if safe, photograph them. This documentation may be helpful later in court.

You still have rights while in detention. You have the right to:

- Remain silent
- Refuse to sign documents without legal review
- Request a hearing before an immigration judge
- Contact your consulate
- Request interpretation in your preferred language

10. PROTECTING YOUR BUSINESS AND FINANCES

Protecting your finances is critical to ensure your family, assets, and business are secure, whether you remain involved remotely or plan to start over in another country. Here's a practical guide:

1. Assign a Power of Attorney (POA)

Why it matters: A trusted person can legally manage your finances, pay bills, access your bank accounts, and handle property if you're detained or deported.

- **Action:** Create a **durable power of attorney** with a lawyer. Make sure it's notarized and legally valid in your state
- Choose someone reliable and informed
- Make sure the POA includes business decisions, not just personal finances
- Get it notarized and provide copies to your bank, accountant, and any partners

2. Consolidate and Document Information

- Gather and **make copies** (physical and digital) of:
    - Bank accounts, credit cards
    - Debts and loans
    - Insurance policies
    - Business records
    - Tax filings
- Business licenses, EIN, LLC or Corporation paperwork
- Contracts with clients, suppliers, or employees
- Online account logins (banking, QuickBooks, website, email, etc.)
  Make both physical copies and digital backups. Store them securely and share with your POA or trusted person.
- **Organize in one place** and share securely with your POA or trusted family member

3. Add Trusted Individuals to Bank & Utility Accounts

- Add a **co-owner** or **authorized user** (not just beneficiary) so they can access funds or make decisions if needed
- Also, **authorize someone on utilities, phone plans, or leases** to manage bills or close accounts
- On business bank accounts, add an authorized signer so someone else can access funds or pay bills. If needed, add a business partner or co-owner formally through an operating agreement or legal transfer to keep the business running

4. Plan for Operations

- **If self-employed or own a business:**
  - Delegate responsibilities or transfer ownership
  - Create written instructions for operations, clients, employees
- **If employed:** Consider direct deposit to a shared account to ensure your income continues supporting your family
- **Successor Training and Shadowing:**
  - Don't just name a successor — **train them in advance**
  - Let them shadow you for a week to learn operations, client communications, and decision-making.
  - Keep a simple "Day in the Life" checklist of your business routine
- Create an Emergency Business Plan that includes:
  - Step-by-step instructions for daily operations
  - Roles and responsibilities for key staff
  - Plans for inventory, employees, and contracts
  - Contact methods for you abroad
  - Even a 1–2 page guide can make a major difference.

5. Consider International Access to Funds

- **Open an international bank account** that you can access from abroad.
- Use platforms like **Remitly**, **Wise**, or **Western Union** for easy transfers.
- Keep some **emergency cash** (but not too much) in a secure, accessible place.

6. Secure Your Property and Housing

- Create a plan for **rent, mortgage, or property management**.
- If you own a home, consider:
  - Adding a co-owner
  - Creating a property trust
  - Making arrangements for tenants or sale if necessary

7. Handle Debts & Obligations

- Make arrangements for:
  - **Car payments**
  - **Credit cards**
  - **Loans**
- Let your POA or a family member know what needs to be paid to avoid penalties or repossessions

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8. Immigration & Legal Preparation

- Keep copies of:
  - Passport, birth certificates, ID cards
  - Immigration records, work permits
  - Any open cases or immigration attorney contact
- Inform family of your **A-number**, and where your legal paperwork is stored.

9. Communicate With Family

- Have a family meeting or document instructions covering:
  - What to do if you're detained
  - Who to contact
  - Access to money and keys
  - Location of documents

10. Estate Planning

- Draft or update:
  - **A simple will**
  - **Guardianship documents** if you have children
  - **Health care directives**

11. Automate What You Can

- Set up automatic payments for bills like utilities, rent, software, and taxes.
- Automate client billing through accounting software
- Use cloud-based tools so you can manage the business remotely if you leave the country

12. Handle Immigration-Linked Business Risks

If your name is on leases, utilities, or business registrations, consider whether to:

- Transfer them to a trusted person
- Create a business trust or LLC to separate the business from your personal identity
- Review whether licenses or certifications are tied to your immigration status and plan accordingly

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13. Stay Connected Internationally

Prepare to manage the business from abroad by:

- Opening a foreign or international business bank account
- Using WhatsApp, Zoom, or Google Voice to stay in touch
- Ensuring key staff or partners can contact you easily

14. Plan for Taxes and Compliance

Talk with your accountant to:

- File future taxes correctly
- Stay compliant with state and federal business requirements
- Ensure your business remains in good standing

15. Protect Your Employees and Clients

Quietly inform key staff and assign someone to manage client relationships.
Make sure clients and employees know what to expect and who to contact if you are not available.

16. Consider Selling or Transferring Ownership

If long-term absence is likely, begin planning to sell or transfer your business.
Get legal advice on how to value and transfer ownership to a trusted individual.

17. Insurance and Risk Coverage

- Review and update business liability, property, auto, and interruption insurance.
- Add your trusted person as a contact or co-signer on policies.
- Consider life or disability insurance if your family depends on your income.

18. Digital & Cybersecurity Protection: If you're detained or abroad, hackers or even acquaintances could try to access your business accounts.

- Use a password manager and share access with your POA or successor
- Set up two-factor authentication (2FA) tied to a trusted person's phone/email
- Back up all important business files to encrypted cloud storage
- Limit access so only key staff or your successor can get into systems

11. MANAGING YOUR PROPERTY AND VEHICLES

Here's a practical guide on managing your property and vehicles if you are at risk of deportation. This ensures your assets are protected, accessible, and legally managed, even if you're detained or forced to leave the U.S.

1. Assign Power of Attorney (POA)
Designate someone you trust to manage your home, vehicles, or leases.

- The POA should include **real estate and vehicle-related authority** (buying, selling, registering, paying loans, etc.)
- Get the document notarized and share copies with relevant institutions (DMV, bank, property manager, etc.)
- Sometimes a **standby guardianship for property** or a **living trust** can offer more long-term stability than a POA.
- Consulting a real estate attorney can help avoid foreclosure, repossession, or disputes.
- Provide your POA with tax records and contact information for your accountant or tax preparer
- Ensure your trusted person has legal access to the bank accounts used to pay for property, mortgages, insurance, and vehicles
- Consider adding them as a **joint account holder** or setting up a **payable-on-death (POD) designation**
- If you send money abroad, plan for how those transfers will continue (e.g., via remittance services)

2. Document All Assets Clearly

Make a list of everything you own, including:

- Home or land (include address, title, mortgage info)
- Vehicles (make, model, VIN, title or lease documents)
- Mobile homes, trailers, or rental properties
  Include copies of titles, insurance, registration, and loan agreements. Store this with your POA and family

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3. Add Co-Owners or Trusted Contacts

For vehicles:

- Add a **co-owner** or transfer the title to someone you trust.
- If financed, contact the lender to ask about adding a co-signer or authorized user. For property: Add a **joint owner or** place the home into a **trust** to simplify management or transfer.

4. Plan for Mortgage, Rent, and Bills

Make arrangements to ensure housing and vehicles don't fall into default or get repossessed.

- Set up **automatic payments** for mortgages, car loans, insurance, and property taxes.
- Give someone access to your bank accounts or credit to keep these payments going.
- If you own property in another country, make sure your U.S. caregiver/POA knows how to access those records.
- Check whether your departure or deportation affects your ability to hold title or manage property in the U.S.

5. Manage Rental Property or Roomates:

If you rent out property or share a home:

- Write down who lives there, what they pay, and how they pay
- Leave written instructions for your POA or a property manager
- Notify tenants what to do if you're detained or leave suddenly

6. Consider Selling or Transferring Ownership

If you expect to leave permanently or be gone long-term:

- Talk with an attorney about selling the property or vehicle.
- You can also transfer the title to a trusted family member or sell from abroad through your POA.

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7. Insurance & Liability Protection

Keep your car and home insurance active to avoid fines or coverage lapses

- Add your trusted person as a **secondary contact** on insurance policies
- Make sure someone is listed to **handle claims, payments, or emergencies** in your absence.

8. Storage or Safe Transfer

If no one will use your vehicle:

- Store it safely with insurance and registration current
- Consider leaving it with someone authorized to drive it legally
  For valuables in your home, document and store them in a secure place or transfer to someone you trust

9. Notify Key Institutions

Let the following know who will handle things if you're gone:

- Mortgage lender or landlord
- Vehicle lender or DMV
- Insurance companies
- Utility providers
  Having a POA on file with them can help prevent issues.

10. Communicate a Back up Plan

Tell your family what to do in case of an emergency:

- Who has keys and documents
- Who to contact
- What to do with vehicles or homes if you're not coming back

12. GUARDIANSHIP & CAREGIVER AUTHORIZATION IF PARENTS ARE DEPORTED

Why This Matters

If a parent is detained or deported, children may be left without clear legal caregivers. To avoid children being placed in foster care, it's critical to **legally designate someone you trust to care for them**.

1. Choose a Trusted Caregiver

Identify someone you completely trust to care for your children if you're no longer able to. Consider:

- Immigration status (lawful status is not always required)
- Financial and emotional stability
- Relationship with your children

2. Use a Legal Document: Temporary Guardianship

In many states, you can sign and notarize a **temporary guardianship form** that gives your chosen caregiver the legal authority.

Note: Some states allow you to file this form with the court. Others may not recognize it across state lines—**check local laws or speak with a lawyer.**

3. Caregiver Authorization Affidavit

This form allows a non-parent to make **medical and educational decisions** for a child **without taking legal custody**.

- Does not remove your parental rights
- Is not a court order
- Must be shared with schools, medical providers, and others

It gives practical access, not full guardianship.

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4. Prepare a Family Emergency Plan

Gather and organize:

- Birth certificate, Social Security card, passport
- Medical and school records
- Emergency contacts list
- Medication and allergy info
- Instructions for care
- Letter authorizing school pickup

Keep originals in a safe place and give copies to your caregiver.

5. Talk With Your Family

Explain your plan to your children (in an age-appropriate way), your partner, and extended family. Make sure everyone knows:

- Who the caregiver is
- Where the documents are
- What to do in case of an emergency

6. Get Legal Guidance

Speak to a family or immigration lawyer to:

- Ensure your guardianship forms are valid in your state
- Decide if you need a court order for custody
- Protect your parental rights in case you return

7. Backup Caregivers

- Always name at least one **alternate caregiver** in case your first choice is unavailable
- Provide them with the same documents and instructions

8. Financial Support for Children

- Open a joint or custodial bank account to cover children's expenses
- Designate your caregiver (or another trusted adult) as a cosigner on accounts
- Consider adding them as a **beneficiary on life insurance or retirement accounts**

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9. Medical & School Authorizations

- Prepare **HIPAA releases** (so caregivers can access medical records)
- Notify your child's school in writing who is authorized for pick-up and emergencies
- Ensure vaccinations, medical history, and insurance information are up to date and accessible

A **HIPAA release** (also called a *HIPAA authorization*) is a **legal document** that gives permission for a person's private health information (PHI) to be shared with someone else.

10. Court Options for Added Protection

- In some cases, you may want to pursue a **standby guardianship** or a **power of attorney for childcare**, which can take effect immediately if you're detained.
- This provides stronger legal standing than affidavits alone.

11. Consular Support

- If children are U.S. citizens, the caregiver should know how to **contact your consulate** in case they need assistance (e.g., passports, documentation).

12. Keep Copies Accessible

- Store originals in a fireproof box or safe.
- Give copies to:
    - Caregiver
    - Trusted family members
    - Lawyer (if you have one)
    - School and healthcare providers

13. Review and Update Regularly

- Revisit your plan every year or after major life changes (new address, new school, different caregiver).

In summary: A strong guardianship & caregiver plan should include **legal authority, practical tools, financial readiness, backups, and communication**. That way, children are safe, supported, and avoid unnecessary foster care involvement.

13. APPENDIX

Oregon and Washington Power of Attorney Templates

Important Notice

The following **sample Power of Attorney (POA) templates** are provided by **Rational Unicorn Legal Services** for educational purposes. They are intended as examples to help you understand the options available under Oregon and Washington law.

The following Power of Attorney forms are provided as **templates for your convenience**. They can help you begin planning, but every situation is unique, and requirements may vary depending on your circumstances.

We **strongly recommend** that you consult with a licensed attorney before signing or relying on any Power of Attorney. A lawyer can:

- Ensure the form complies with Oregon law
- Adapt it to your personal, family or business needs
- Help avoid future disputes or problems with banks, schools, or government agencies.

Using a template is a starting point, but professional legal advice is the best way to make sure your rights and assets are fully protected.

DURABLE GENERAL POWER OF ATTORNEY

1. Agent Designation. I, [PRINCIPAL NAME], the Principal, designate [AGENT NAME] as my attorney-in-fact (my "Agent"). If [AGENT NAME] at any time fails or ceases to act as my Agent, I hereby designate [[SUCCESSOR AGENT NAME]/such person or entity as [AGENT NAME] shall designate in writing] as my Agent.

OR

Agent Designation. I, [PRINCIPAL NAME], the Principal, designate [FIRST AGENT NAME] and [SECOND AGENT NAME] as my attorneys-in-fact (collectively, my "Agents"). If either [FIRST AGENT NAME] or [SECOND AGENT NAME] at any time fails or ceases to act as my Agent, I designate [[SUCCESSOR AGENT NAME]/the other of them/such person or entity as [AGENT NAME] shall appoint in writing] as my Agent. All references to "my Agent" shall include my Agents whenever more than one Agent is acting. [While more than one Agent is acting for me, [each may act for me, individually, without the necessity of approval or consent of the other/they must act unanimously, but any one Agent shall have the right to delegate authority to any other Agent in writing, and such delegation may be a general delegation or may be limited to one or more actions].

2. Effectiveness. This Power of Attorney shall become effective immediately, shall not be affected by my incapacity, and shall continue until revoked or terminated, notwithstanding my incapacity or any uncertainty as to whether I am dead or alive. This Power of Attorney shall be terminated by: (a) my death upon actual knowledge or receipt of written notice of my death by my Agent; (b) my written notice to my Agent and, if this Power of Attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the Power of Attorney was recorded; (c) my execution of a later Power of Attorney that expressly revokes this Power of Attorney or all prior powers of attorney executed by me; (d) destruction, cancellation, or obliteration of this Power of Attorney by me or by another person at my request; or (e) appointment of a guardian of my estate, unless otherwise directed by the court.

OR

Effectiveness. This Power of Attorney shall not become effective until[: (a) my Agent receives written notice of: (i) my disability or incapacity from my attending physician; (ii) my confinement, detention, or disappearance from a representative of a governmental agency or a court of competent jurisdiction; or (iii) my incapacity from a court of competent jurisdiction; and (b) my Agent agrees to serve, either in writing or by taking action under this Power of Attorney/[OTHER EFFECTIVENESS EVENT OR DATE]]. Once this Power of Attorney becomes effective, it shall continue until revoked or terminated, notwithstanding my incapacity or any uncertainty as to whether I am dead or alive. This Power of Attorney shall be terminated by: (a) my death upon actual knowledge or receipt of written notice of my death by my Agent;

(b) my written notice to my Agent and, if this Power of Attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the Power of Attorney was recorded; (c) my execution of a later Power of Attorney that expressly revokes this Power of Attorney or all prior Powers of Attorney executed by me; (d) destruction, cancellation, or obliteration of this Power of Attorney by me or by another person at my request; or (e) appointment of a guardian of my estate, unless otherwise directed by the court.

My Agent is a fiduciary who owes me general duties of loyalty, good faith, full disclosure, and honesty but is not a trustee under this Power of Attorney. My Agent is required to act in my best interests. My Agent shall not be liable for loss or diminution in value of my property, except for losses caused by a breach of duty committed dishonestly, with an improper motive, or with gross negligence to the purpose of this Power of Attorney or my best interest.

3. Powers. My Agent shall have the general authority to do all acts that I could do and shall have all of the powers of an absolute owner over my assets and liabilities, wherever located. These powers shall also include, without limitation, the following power and authority:

1.37 Support. To make expenditures for my health, care, maintenance, support and general welfare and for the health, maintenance, support and education of my spouse and other members of my immediate family who are or become dependent upon me for support.

2.37 Property Management. To take possession of, manage, administer, operate, maintain, improve and control all my property; to insure and keep the same insured; and to pay any and all taxes, charges and assessments that may be levied or imposed upon any such property.

3.37 Collections. To collect and receive any money, property, debts or claims that are now or shall in the future become due, owing and payable to me and to give receipts or other sufficient discharges for any of the same.

4.37 Investments. To retain any property that comes into the possession of my Agent in the form in which it was received and to make additional investments and changes of investments. Permitted investments shall include, but are not limited to, securities, such as common or preferred stock, bonds, mortgages, notes, options, subordinated debentures and warrants of any corporation; interests in limited partnerships, limited liability companies and real estate investment trusts; any common trust fund administered by a corporate fiduciary; or other property, real or personal, including savings accounts and deposits and interests in mutual funds, money market funds, investment trusts, annuities and insurance.

5.37 Financial Institutions. To take any actions my Agent believes necessary or desirable in connection with any financial institution in which I have an account or an interest in an account including the power to: (a) continue, modify, or terminate existing accounts; (b) open new accounts; (c) draw, endorse, and deposit checks, drafts and other negotiable instruments; (d) prepare, receive, and deliver financial statements; (e) withdraw any monies deposited with any financial institution in my name or in the name of myself and

any other person or persons; (f) establish, maintain, have access to, or close any safety deposit box that has been rented in my name or in the name of myself and any other person or persons; (g) apply for and receive travelers checks and letters of credit; and (h) extend payment periods with respect to commercial paper. For the purposes of this instrument, the term "financial institution" includes, but is not limited to, banks, trust companies, savings, banks, commercial banks, building and loan associations, savings and loan companies or associations, credit unions, industrial loan companies, thrift companies, and brokerage firms.

6.37 Checks and Notes. To sign, endorse, sell, discount, deliver or deposit checks, drafts, notes and negotiable and nonnegotiable instruments, including any payments to me drawn on the Treasury of the United States, the State of Washington or any other governmental entity, and to accept drafts.

7.37 Debts. To pay my debts and other obligations.

8.37 Access to Electronic Information. To access all computers, mobile computing devices, remote computing storage, electronic communications services, online or hosting services, and websites to which I have access, and to obtain, retrieve, and use any password, PIN, user ID, screen name, or other identifier to download, transfer, copy, remove, or delete any electronically stored information, including electronic communications, contacts, social media accounts, address books, calendars, postings, photos, music, videos, profile information, and documents of any kind.

9.37 Digital Assets. To take any actions I am authorized to take under all applicable terms of service, terms of use, licensing and other account agreements or laws. To access, use, modify, delete, transfer, and control all of my digital assets. The term digital assets includes digital devices such as desktop computers, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device that currently exists or may exist as technology develops. The term digital assets also includes the information and accounts stored on or accessed through digital devices, such as email, software licenses, social media accounts, digital files, digital music, digital photographs, digital videos, file sharing accounts, financial management accounts, domain registration accounts, domain name service accounts, web hosting accounts, tax preparation service accounts, purchasing accounts, affiliate programs, and any other online accounts that currently exist, or may exist, regardless of the ownership of the physical device upon which the digital asset is stored. This authority is intended to constitute lawful consent and I authorize my Agent to access, manage, control, delete, and terminate any of my electronically stored information and communications to the full extent allowable under the Electronic Communications Privacy Act of 1986, as amended, the Uniform Fiduciary Access to Digital Assets Act, as amended, and any other federal, state or international privacy or other laws. To the extent a specific reference to any federal, state, local or international law is required in order to give effect to this provision, I provide that my intention is to so reference such law, whether it is now in existence or comes into existence or is amended after the date of this document.

10.37 Litigation. To sue upon, defend, compromise, submit to arbitration or adjust any controversies in which I may be interested and to act in my name with respect to any complaints, proceedings or suits with all the powers I would possess if personally present and under no legal disability.

11.37 Purchase of Property. To negotiate for, purchase and deal in property of every description.

12.37 Disposition of Property. To sell, convey, exchange, transfer, option, convert, mortgage, pledge, consign, lease and otherwise dispose of any of my personal property and any of my real property. At no time shall my Agent receive any compensation for the activities described in this section that would require my Agent to be licensed under ORS Chapter 696 or other applicable law.

13.37 Recording. To record this Power of Attorney.

14.37 Borrowing. To advance or loan my Agent's own funds on my behalf, and to borrow any sums of money on such terms and at such rate of interest as my Agent may consider proper and to give security for the repayment of the same. To maintain margin accounts, guarantee indebtedness or indemnify others and to secure any such obligation by mortgage, pledge, security interest, or other encumbrance, and to renew, extend, or modify any such obligation for a reasonable term. No lender shall be bound to see to or be liable for the application of proceeds of any obligation, and my Agent shall not be personally liable for any obligation.

15.37 Agreements. To make and deliver any conveyances, contracts, covenants, undertakings or agreements, either orally or in writing, that my Agent determines to be for my best interest.

16.37 Voting Stock. To appear and vote for me in person or as my proxy at any corporate or other meeting.

17.37 Safe Deposit Box. To have access to any safe deposit box rented in my name or in the name of myself and any other person or persons.

18.37 Post Office. To deal with the U.S. Postal Service, including the power to redirect mail.

19.37 Credit Cards and Memberships. To cancel or continue credit cards, charge accounts, and memberships in clubs and other associations in my name.

20.37 Withdrawals of Funds. To withdraw funds held or deposited in any checking account, money market account, mutual fund account, agency account, individual retirement account, or brokerage account established by me or otherwise deposited with any bank, mutual savings bank, savings and loan association or other financial institution, in my name or in the name of myself and any other person or persons, and generally to do any business with any such financial institution on my behalf.

21.37 Tax Returns. To sign and file on my behalf all state and federal income, gift and all other tax returns or reports; to receive and endorse all checks in payment of a refund of any such taxes; to execute waivers, extension agreements and closing agreements

with respect to those returns; to make any elections available under federal or state tax law, including consents to make elections to split gifts; to delegate authority or substitute another representative with respect to all matters described in this paragraph, and to appear for me, in person or by an attorney, before the U.S. Treasury Department, the Washington Department of Revenue or the taxing authority of any other governmental entity.

22.37 Tax Matters. To do the following with respect to the years [YEAR RANGE]: (a) pay any tax or assessment; (b) exercise my rights to protest and appeal assessments; (c) appear for an represent me, in person or by attorney, in all tax matters; (d) execute any power of attorney forms required by the Internal Revenue Service, the Washington Department of Revenue, or any other taxing authority; (e) receive confidential information from any taxing authority; (f) prepare, sign, and file federal, state, and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generating-skipping, sales, business, FICA, payroll, and property tax matters; (g) execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; (h) execute consents, closing agreements, and other documents related to my tax liability; (i) make any elections available under federal or state law; and (j) delegate authority or substitute another representative with respect to all matters described in this section.

23.37 Section 529 Accounts. If I am the account owner or responsible person (the "account owner") for a Section 529 Account, or if my Agent is the account owner of a Section 529 Account to which I have made gifts, my Agent is to exercise all rights granted to an account owner of a Section 529 Account. This includes, but is not limited to, any right to direct a qualified or nonqualified withdrawal, to change the beneficiary (provided the new beneficiary of the account is one of my descendants or the spouse of one of my descendants), and to change the account owner upon the death or permanent financial incapability of the account owner. Notwithstanding the foregoing, if the governing rules for a Section 529 Account permit me to designate an account owner in the event of my financial incapability, and if I have designated a person other than the person serving as my Agent, my Agent shall have no power over such Section 529 Account while a successor owner so designated is acting.

24.37 Business Continuation. To continue as a going concern any business interest owned by me either individually or as a partner, shareholder or member.

25.37 Retirement Plans. To establish, modify, contribute to, select payment options under, make elections under, receive payments from, make rollovers, and take any other steps I might take with respect to retirement plans.

26.37 Representation. To act as my representative to request and receive on my behalf all notice, information and reports, and to consent to or to object to such notice, information and reports for the purpose of protecting my beneficial interest in a trust. In addition, my Agent may execute, on my behalf, agreements modifying, terminating, or

otherwise affecting the administration of a trust, if my Agent determines that consent to any of such agreements to be in my best interest.

27.37 Dealing with Life Insurance. To terminate, assign rights and borrow or receive cash surrender values under any life insurance policies, annuity plans, mutual funds and other investment plans, contracts or arrangements.

28.37 Government Benefits. To perform every act necessary or desirable, including serving as a representative payee, with respect to rights and entitlements for my benefit and the benefit of my spouse from Social Security, Medicare, Medicaid, the Department of Veterans Affairs and other governmental agencies and departments. The power granted under this paragraph shall include the power to withdraw assets from any existing trust, to dispose of any property or interest in property by any means (including making gifts, purchasing annuities, or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any withdrawal, disposition or designation shall be consistent with my existing estate plan to the extent reasonably possible.

29.37 Authority for Release of Protective Health Information Under HIPAA. To authorize the use and disclosure of protected health information as provided in the Health Insurance Portability and Accountability Act, Code of Federal Regulations Part 11.164 (HIPAA). I nominate my Agent as "personal representative," as defined in HIPAA, for these purposes.

30.37 Additions to Trust. To transfer property to a trust that provides that the income and principal of the trust shall be paid to me or applied for my benefit during my lifetime.

31.37 Employees and Advisors. To employ, compensate, and discharge attorneys, accountants, bookkeepers, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others who render services to me or for my benefit.

32.37 Appointment of Special Agent. To appoint a special Agent ("Special Agent"), to act with all of the power and authority of my Agent as set forth in this power of attorney. The appointment of the Special Agent shall be for the sole purpose of acting under this power of attorney to: (a) benefit my Agent beyond what would otherwise be necessary for my Agent's health, education, support and maintenance as described in sections 2041 or 2514 of the Code, (b) make gifts to the Agent that are larger than the available annual exclusion for federal gift tax purposes, (c) disclaim any property, interest in property, or power to which I may be entitled, where an interest passes to my Agent as a result of the disclaimer and (d) manage or control any insurance contract I own on the life of my Agent. The Special Agent appointed under this section cannot be a related or subordinate party to me or to my Agent as defined in section 672(c) of the Code.

33.37 Elective Share Rights. To exercise any right to claim an elective share in any estate or under any will.

34.37 Distributions from Trust. My Agent may exercise my right to request or order a distribution from a trust for my benefit or to cause a trustee to distribute property from a trust, to the extent consistent with the terms of such trust.

35.37 Resort to Courts. My Agent may participate in court proceedings on my behalf regarding the scope and validity of this power of attorney and the acts of my Agent, including the initiation or other participation in declaratory relief actions, actions for injunctions, and actions for damages against persons who negligently or willfully fail or refuse to comply with instructions of my Agent.

36.37 Custody of Documents and Inter Vivos Delivery to Will Beneficiary. To take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.

37.37 Inter Vivos Delivery to Will Beneficiary. To transfer custody and possession (but not title) for such storage and safekeeping of any tangible personal property of mine to the person, if any, named in my Will as the recipient of such property.

4. Intent to Avoid Conservatorship and Guardianship. I intend that the broad power given to my Agent will obviate the need for the appointment of a conservator if I become incapacitated. However, if the appointment of a conservator is sought, I nominate as my conservator the persons designated as my Agent and successors, in the same order of priority. I also intend to obviate the need for the appointment of a guardian if I become incapacitated. However, if the appointment of a guardian is sought, I nominate as my guardian [GUARDIAN NOMINEE NAMES], in the order named.

5. Care for Minor Children. If I am unable to support and/or make health care or educational decisions for a minor child of mine, and the other parent is unable or unwilling, I authorize my Agent to make such decisions until a guardian or conservator can be appointed for such child by a court of competent jurisdiction. If it becomes necessary to appoint a guardian or conservator for the person or estate for any minor child of mine, I nominate [GUARDIAN AND CONSERVATOR NAME] as Guardian and Conservator.

6. Agent's Authority. Except for the authority specifically stated elsewhere in this instrument, my Agent shall not exercise my authority to:

a) create, amend, revoke, or terminate an *inter vivos* trust;
b) make gifts;
c) create or change rights of survivorship;
d) create or change beneficiary designations;
e) delegate some but not all of the authority granted under this instrument, unless such delegation is to another Agent serving under this instrument;
f) waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan;
g) exercise fiduciary powers;

h) exercise any power of appointment in favor of anyone other than me;
i) create, amend, or revoke a community property agreement;
j) cause a trustee to make distributions of property held in trust; or
k) make any other provisions for nonprobate transfers at death contained in nontestamentary instruments.

7. Indemnity. My estate shall hold harmless and indemnify my Agent from all liability except for losses caused by a breach of duty committed dishonestly, with an improper motive or with gross negligence with respect to the purpose of this Power of Attorney or my best interest.

8. Reimbursement [and Compensation]. My Agent shall be reimbursed for all costs and expenses reasonably incurred by my Agent in carrying out the duties hereunder. I direct that this provision be interpreted liberally in favor of full and complete reimbursement. [My Agent may receive at least annually, without court approval, reasonable compensation for services performed hereunder on my behalf.]

9. Accounting. Upon my request or the request of the guardian of my estate, if any, or the personal representative of my estate, my Agent shall account for all actions taken by my Agent for me or on my behalf.

10. Duty to Act. If my Agent acts with respect to one or more matters, my Agent is not obligated to act with respect to any other matters. However, my Agent is required to complete a transaction that my Agent initiated.

11. Revocation of Existing Powers of Attorney. I hereby revoke all powers of attorney previously executed by me other than any Power of Attorney conveying authority to make health care decisions on my behalf.

12. Revocation. I may revoke this power of attorney at any time by giving written notice to my Agent.

13. Termination. My Agent's authority hereunder shall immediately cease upon written or actual notice to my Agent of my revocation of this power of attorney, my death, or the appointment of a conservator of my estate.

14. Severability. If any provision of this power of attorney is invalid or unenforceable under applicable law, this power of attorney shall be ineffective to the extent of such invalidity only, without affecting the remaining parts hereof.

15. References to Statutes. The term "Code" shall refer to the Internal Revenue Code of 1986, as amended. The abbreviation "RCW" shall refer to the Revised Code of Washington, as amended. Reference to any statute shall also include any similar successor statute.

16. Governing Law. Whether or not I am domiciled in the State of Washington, I direct that all provisions of this power of attorney shall be construed in accordance with and governed by the laws of the State of Washington, as now existing or hereafter amended to liberalize the authority granted therein. This power of attorney is intended to be valid in any jurisdiction in which it is presented.

I authorize my Agent to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers.

Third persons may conclusively rely upon the continued validity of this Power of Attorney until receiving actual knowledge of its revocation and may conclusively rely on a copy of this instrument certified as such by my Agent.

I understand that this is a durable power of attorney and that the powers of the Agent described above shall be exercisable by the Agent on my behalf even though I may become legally disabled or financially incapable.

My Agent shall not be liable for any acts or decisions made in good faith and in conformity with the powers enumerated in this durable power of attorney. However, my Agent shall not be relieved from liability for breach of duty committed dishonestly, with improper motive, or with reckless indifference to me or the purposes of this durable power of attorney.

Executed on [DATE], at [CITY], Washington.

_____
[PRINCIPAL NAME], Principal

STATE OF WASHINGTON)
) ss.
COUNTY OF [COUNTY NAME])

This document was acknowledged before me on [DATE] by [PRINCIPAL NAME].

_____
[Signature of Notary Public]

Notary Public
My commission expires: _____

DURABLE GENERAL POWER OF ATTORNEY

1. Agent Designation. I, [PRINCIPAL NAME], the Principal, designate [AGENT NAME] as my attorney-in-fact (my "Agent"). If [AGENT NAME] at any time fails or ceases to act as my Agent, I hereby designate [[SUCCESSOR AGENT NAME]/such person or entity as [AGENT NAME] shall designate in writing] as my Agent.

OR

Agent Designation. I, [PRINCIPAL NAME], the Principal, designate [FIRST AGENT NAME] and [SECOND AGENT NAME] as my attorneys-in-fact (collectively, my "agents"). If either [FIRST AGENT NAME] or [SECOND AGENT NAME] at any time fails or ceases to act as my Agent, I designate [[SUCCESSOR AGENT NAME]/the other of them/such person or entity as [AGENT NAME] shall appoint in writing] as my Agent. All references to "my Agent" shall include my agents whenever more than one Agent is acting. [While more than one Agent is acting for me, [each may act for me, individually, without the necessity of approval or consent of the other/they must act unanimously, but any one Agent shall have the right to delegate authority to any other Agent in writing, and such delegation may be a general delegation or may be limited to one or more actions].

2. Effectiveness. This Power of Attorney shall become effective immediately, shall not be affected by my incapacity, and shall continue until revoked or terminated, notwithstanding my incapacity or any uncertainty as to whether I am dead or alive. This Power of Attorney shall be terminated by: (a) my death upon actual knowledge or receipt of written notice of my death by my Agent; (b) my written notice to my Agent and, if this Power of Attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the Power of Attorney was recorded; (c) my execution of a later Power of Attorney that expressly revokes this Power of Attorney or all prior powers of attorney executed by me; (d) destruction, cancellation, or obliteration of this Power of Attorney by me or by another person at my request; or (e) appointment of a guardian of my estate, unless otherwise directed by the court.

OR

Effectiveness. This Power of Attorney shall not become effective until[: (a) my Agent receives written notice of: (i) my disability or incapacity from my attending physician; (ii) my confinement, detention, or disappearance from a representative of a governmental agency or a court of competent jurisdiction; or (iii) my incapacity from a court of competent jurisdiction; and (b) my Agent agrees to serve, either in writing or by taking action under this Power of Attorney/[OTHER EFFECTIVENESS EVENT OR DATE]]. Once this Power of Attorney becomes effective, it shall continue until revoked or terminated, notwithstanding my incapacity or any uncertainty as to whether I am dead or alive. This Power of Attorney shall be terminated by: (a) my death upon actual knowledge or receipt of written notice of my death by my Agent;

(b) my written notice to my Agent and, if this Power of Attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the Power of Attorney was recorded; (c) my execution of a later Power of Attorney that expressly revokes this Power of Attorney or all prior Powers of Attorney executed by me; (d) destruction, cancellation, or obliteration of this Power of Attorney by me or by another person at my request; or (e) appointment of a guardian of my estate, unless otherwise directed by the court.

My Agent is a fiduciary who owes me general duties of loyalty, good faith, full disclosure, and honesty but is not a trustee under this Power of Attorney. My Agent is required to act in my best interests. My Agent shall not be liable for loss or diminution in value of my property, except for losses caused by a breach of duty committed dishonestly, with an improper motive, or with gross negligence to the purpose of this Power of Attorney or my best interest.

3. Powers. My Agent shall have the general authority to do all acts that I could do and shall have all of the powers of an absolute owner over my assets and liabilities, wherever located. These powers shall also include, without limitation, the following power and authority:

1.37 Support. To make expenditures for my health, care, maintenance, support and general welfare and for the health, maintenance, support and education of my spouse and other members of my immediate family who are or become dependent upon me for support.

2.37 Property Management. To take possession of, manage, administer, operate, maintain, improve and control all my property; to insure and keep the same insured; and to pay any and all taxes, charges and assessments that may be levied or imposed upon any such property.

3.37 Collections. To collect and receive any money, property, debts or claims that are now or shall in the future become due, owing and payable to me and to give receipts or other sufficient discharges for any of the same.

4.37 Investments. To retain any property that comes into the possession of my Agent in the form in which it was received and to make additional investments and changes of investments. Permitted investments shall include, but are not limited to, securities, such as common or preferred stock, bonds, mortgages, notes, options, subordinated debentures and warrants of any corporation; interests in limited partnerships, limited liability companies and real estate investment trusts; any common trust fund administered by a corporate fiduciary; or other property, real or personal, including savings accounts and deposits and interests in mutual funds, money market funds, investment trusts, annuities and insurance.

5.37 Financial Institutions. To take any actions my Agent believes necessary or desirable in connection with any financial institution in which I have an account or an interest in an account including the power to: (a) continue, modify, or terminate existing accounts; (b) open new accounts; (c) draw, endorse, and deposit checks, drafts and other negotiable instruments; (d) prepare, receive, and deliver financial statements; (e) withdraw any monies deposited with any financial institution in my name or in the name of myself and

any other person or persons; (f) establish, maintain, have access to, or close any safety deposit box that has been rented in my name or in the name of myself and any other person or persons; (g) apply for and receive travelers checks and letters of credit; and (h) extend payment periods with respect to commercial paper. For the purposes of this instrument, the term "financial institution" includes, but is not limited to, banks, trust companies, savings, banks, commercial banks, building and loan associations, savings and loan companies or associations, credit unions, industrial loan companies, thrift companies, and brokerage firms.

6.37 Checks and Notes. To sign, endorse, sell, discount, deliver or deposit checks, drafts, notes and negotiable and nonnegotiable instruments, including any payments to me drawn on the Treasury of the United States, the State of Oregon or any other governmental entity, and to accept drafts.

7.37 Debts. To pay my debts and other obligations.

8.37 Access to Electronic Information. To access all computers, mobile computing devices, remote computing storage, electronic communications services, online or hosting services, and websites to which I have access, and to obtain, retrieve, and use any password, PIN, user ID, screen name, or other identifier to download, transfer, copy, remove, or delete any electronically stored information, including electronic communications, contacts, social media accounts, address books, calendars, postings, photos, music, videos, profile information, and documents of any kind.

9.37 Digital Assets. To take any actions I am authorized to take under all applicable terms of service, terms of use, licensing and other account agreements or laws. To access, use, modify, delete, transfer, and control all of my digital assets. The term digital assets includes digital devices such as desktop computers, laptops, tablets, peripherals, storage devices, mobile telephones, smartphones, and any similar digital device that currently exists or may exist as technology develops. The term digital assets also includes the information and accounts stored on or accessed through digital devices, such as email, software licenses, social media accounts, digital files, digital music, digital photographs, digital videos, file sharing accounts, financial management accounts, domain registration accounts, domain name service accounts, web hosting accounts, tax preparation service accounts, purchasing accounts, affiliate programs, and any other online accounts that currently exist, or may exist, regardless of the ownership of the physical device upon which the digital asset is stored. This authority is intended to constitute lawful consent and I authorize my Agent to access, manage, control, delete, and terminate any of my electronically stored information and communications to the full extent allowable under the Electronic Communications Privacy Act of 1986, as amended, the Uniform Fiduciary Access to Digital Assets Act, as amended, and any other federal, state or international privacy or other laws. To the extent a specific reference to any federal, state, local or international law is required in order to give effect to this provision, I provide that my intention is to so reference such law, whether it is now in existence or comes into existence or is amended after the date of this document.

10.37 Litigation. To sue upon, defend, compromise, submit to arbitration or adjust any controversies in which I may be interested and to act in my name with respect to any complaints, proceedings or suits with all the powers I would possess if personally present and under no legal disability.

11.37 Purchase of Property. To negotiate for, purchase and deal in property of every description.

12.37 Disposition of Property. To sell, convey, exchange, transfer, option, convert, mortgage, pledge, consign, lease and otherwise dispose of any of my personal property and any of my real property. At no time shall my Agent receive any compensation for the activities described in this section that would require my Agent to be licensed under ORS Chapter 696 or other applicable law.

13.37 Recording. To record this Power of Attorney.

14.37 Borrowing. To advance or loan my Agent's own funds on my behalf, and to borrow any sums of money on such terms and at such rate of interest as my Agent may consider proper and to give security for the repayment of the same. To maintain margin accounts, guarantee indebtedness or indemnify others and to secure any such obligation by mortgage, pledge, security interest, or other encumbrance, and to renew, extend, or modify any such obligation for a reasonable term. No lender shall be bound to see to or be liable for the application of proceeds of any obligation, and my Agent shall not be personally liable for any obligation.

15.37 Agreements. To make and deliver any conveyances, contracts, covenants, undertakings or agreements, either orally or in writing, that my Agent determines to be for my best interest.

16.37 Voting Stock. To appear and vote for me in person or as my proxy at any corporate or other meeting.

17.37 Safe Deposit Box. To have access to any safe deposit box rented in my name or in the name of myself and any other person or persons.

18.37 Post Office. To deal with the U.S. Postal Service, including the power to redirect mail.

19.37 Credit Cards and Memberships. To cancel or continue credit cards, charge accounts, and memberships in clubs and other associations in my name.

20.37 Withdrawals of Funds. To withdraw funds held or deposited in any checking account, money market account, mutual fund account, agency account, individual retirement account, or brokerage account established by me or otherwise deposited with any bank, mutual savings bank, savings and loan association or other financial institution, in my name or in the name of myself and any other person or persons, and generally to do any business with any such financial institution on my behalf.

21.37 Tax Returns. To sign and file on my behalf all state and federal income, gift and all other tax returns or reports; to receive and endorse all checks in payment of a refund of any such taxes; to execute waivers, extension agreements and closing agreements

with respect to those returns; to make any elections available under federal or state tax law, including consents to make elections to split gifts; to delegate authority or substitute another representative with respect to all matters described in this paragraph, and to appear for me, in person or by an attorney, before the U.S. Treasury Department, the Oregon Department of Revenue or the taxing authority of any other governmental entity.

22.37 Tax Matters. To do the following with respect to the years [YEAR RANGE]: (a) pay any tax or assessment; (b) exercise my rights to protest and appeal assessments; (c) appear for an represent me, in person or by attorney, in all tax matters; (d) execute any power of attorney forms required by the Internal Revenue Service, the Oregon Department of Revenue, or any other taxing authority; (e) receive confidential information from any taxing authority; (f) prepare, sign, and file federal, state, and local tax returns and reports for all tax matters, including income, gift, estate, inheritance, generating-skipping, sales, business, FICA, payroll, and property tax matters; (g) execute waivers, including waivers of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund; (h) execute consents, closing agreements, and other documents related to my tax liability; (i) make any elections available under federal or state law; and (j) delegate authority or substitute another representative with respect to all matters described in this section.

23.37 Section 529 Accounts. If I am the account owner or responsible person (the "account owner") for a Section 529 Account, or if my Agent is the account owner of a Section 529 Account to which I have made gifts, my Agent is to exercise all rights granted to an account owner of a Section 529 Account. This includes, but is not limited to, any right to direct a qualified or nonqualified withdrawal, to change the beneficiary (provided the new beneficiary of the account is one of my descendants or the spouse of one of my descendants), and to change the account owner upon the death or permanent financial incapability of the account owner. Notwithstanding the foregoing, if the governing rules for a Section 529 Account permit me to designate an account owner in the event of my financial incapability, and if I have designated a person other than the person serving as my Agent, my Agent shall have no power over such Section 529 Account while a successor owner so designated is acting.

24.37 Business Continuation. To continue as a going concern any business interest owned by me either individually or as a partner, shareholder or member.

25.37 Retirement Plans. To establish, modify, contribute to, select payment options under, make elections under, receive payments from, make rollovers, and take any other steps I might take with respect to retirement plans.

26.37 Representation. To act as my representative to request and receive on my behalf all notice, information and reports as may be available to me under the Oregon Uniform Trust Code and to consent to or to object to such notice, information and reports for the purpose of protecting my beneficial interest in a trust. In addition, my Agent may execute, on my behalf, agreements modifying, terminating, or otherwise affecting the

administration of a trust, if my Agent determines that consent to any of such agreements to be in my best interest.

27.37 Dealing with Life Insurance. To terminate, assign rights and borrow or receive cash surrender values under any life insurance policies, annuity plans, mutual funds and other investment plans, contracts or arrangements.

28.37 Government Benefits. To perform every act necessary or desirable, including serving as a representative payee, with respect to rights and entitlements for my benefit and the benefit of my spouse from Social Security, Medicare, Medicaid, the Department of Veterans Affairs and other governmental agencies and departments. The power granted under this paragraph shall include the power to withdraw assets from any existing trust, to dispose of any property or interest in property by any means (including making gifts, purchasing annuities, or establishing and funding trusts) and the power to name or change beneficiaries under insurance policies, pay-on-death arrangements, retirement plans and accounts, and any other assets, provided that any withdrawal, disposition or designation shall be consistent with my existing estate plan to the extent reasonably possible.

29.37 Authority for Release of Protective Health Information Under HIPAA. To authorize the use and disclosure of protected health information as provided in the Health Insurance Portability and Accountability Act, Code of Federal Regulations Part 11.164 (HIPAA). I nominate my Agent as "personal representative," as defined in HIPAA, for these purposes.

30.37 Additions to Trust. To transfer property to a trust that provides that the income and principal of the trust shall be paid to me or applied for my benefit during my lifetime.

31.37 Employees and Advisors. To employ, compensate, and discharge attorneys, accountants, bookkeepers, investment advisors, property managers, custodians, physicians, dentists, nurses, household help, and others who render services to me or for my benefit.

32.37 Appointment of Special Agent. To appoint a special Agent ("Special Agent"), to act with all of the power and authority of my Agent as set forth in this power of attorney. The appointment of the Special Agent shall be for the sole purpose of acting under this power of attorney to: (a) benefit my Agent beyond what would otherwise be necessary for my Agent's health, education, support and maintenance as described in sections 2041 or 2514 of the Code, (b) make gifts to the Agent that are larger than the available annual exclusion for federal gift tax purposes, (c) disclaim any property, interest in property, or power to which I may be entitled, where an interest passes to my Agent as a result of the disclaimer and (d) manage or control any insurance contract I own on the life of my Agent. The Special Agent appointed under this section cannot be a related or subordinate party to me or to my Agent as defined in section 672(c) of the Code.

33.37 Elective Share Rights. To exercise any right to claim an elective share in any estate or under any will.

34.37 Distributions from Trust. My attorney-in-fact-may exercise my right to request or order a distribution from a trust for my benefit or to cause a trustee to distribute property from a trust, to the extent consistent with the terms of such trust.

35.37 Resort to Courts. My Agent may participate in court proceedings on my behalf regarding the scope and validity of this power of attorney and the acts of my Agent, including the initiation or other participation in declaratory relief actions, actions for injunctions, and actions for damages against persons who negligently or willfully fail or refuse to comply with instructions of my Agent.

36.37 Custody of Documents and Inter Vivos Delivery to Will Beneficiary. To take custody of important documents, including any Will, trust agreements, deeds, life insurance policies, and contracts.

37.37 Inter Vivos Delivery to Will Beneficiary. To transfer custody and possession (but not title) for such storage and safekeeping of any tangible personal property of mine to the person, if any, named in my Will as the recipient of such property.

4. Intent to Avoid Conservatorship and Guardianship. I intend that the broad power given to my Agent will obviate the need for the appointment of a conservator if I become incapacitated. However, if the appointment of a conservator is sought, I nominate as my conservator the persons designated as my Agent and successors, in the same order of priority. I also intend to obviate the need for the appointment of a guardian if I become incapacitated. However, if the appointment of a guardian is sought, I nominate as my guardian [GUARDIAN NOMINEE NAMES], in the order named.

5. Care for Minor Children. If I am unable to support and/or make health care or educational decisions for a minor child of mine, and the other parent is unable or unwilling, I authorize my Agent to make such decisions until a guardian or conservator can be appointed for such child by a court of competent jurisdiction. If it becomes necessary to appoint a guardian or conservator for the person or estate for any minor child of mine, I nominate [GUARDIAN AND CONSERVATOR NAME] as Guardian and Conservator.

6. Agent's Authority. Except for the authority specifically stated elsewhere in this instrument, my Agent shall not exercise my authority to:

a) create, amend, revoke, or terminate an *inter vivos* trust;
b) make gifts;
c) create or change rights of survivorship;
d) create or change beneficiary designations;
e) delegate some but not all of the authority granted under this instrument, unless such delegation is to another Agent serving under this instrument;
f) waive my right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan;
g) exercise fiduciary powers;

h) exercise any power of appointment in favor of anyone other than me;
i) create, amend, or revoke a community property agreement;
j) cause a trustee to make distributions of property held in trust; or
k) make any other provisions for nonprobate transfers at death contained in nontestamentary instruments.

7. Indemnity. My estate shall hold harmless and indemnify my Agent from all liability except for losses caused by a breach of duty committed dishonestly, with an improper motive or with gross negligence with respect to the purpose of this Power of Attorney or my best interest.

8. Reimbursement [and Compensation]. My Agent shall be reimbursed for all costs and expenses reasonably incurred by my Agent in carrying out the duties hereunder. I direct that this provision be interpreted liberally in favor of full and complete reimbursement. [My Agent may receive at least annually, without court approval, reasonable compensation for services performed hereunder on my behalf.]

9. Accounting. Upon my request or the request of the guardian of my estate, if any, or the personal representative of my estate, my Agent shall account for all actions taken by my Agent for me or on my behalf.

10. Duty to Act. If my Agent acts with respect to one or more matters, my Agent is not obligated to act with respect to any other matters. However, my Agent is required to complete a transaction that my Agent initiated.

11. Revocation of Existing Powers of Attorney. I hereby revoke all powers of attorney previously executed by me other than any Power of Attorney conveying authority to make health care decisions on my behalf.

12. Revocation. I may revoke this power of attorney at any time by giving written notice to my Agent.

13. Termination. My Agent's authority hereunder shall immediately cease upon written or actual notice to my Agent of my revocation of this power of attorney, my death, or the appointment of a conservator of my estate.

14. Severability. If any provision of this power of attorney is invalid or unenforceable under applicable law, this power of attorney shall be ineffective to the extent of such invalidity only, without affecting the remaining parts hereof.

15. References to Statutes. The term "Code" shall refer to the Internal Revenue Code of 1986, as amended. The abbreviation "ORS" shall refer to the Oregon Revised Statute, as amended. Reference to any statute shall also include any similar successor statute.

16. Governing Law. Whether or not I am domiciled in the State of Oregon, I direct that all provisions of this power of attorney shall be construed in accordance with and governed by the laws of the State of Oregon, as now existing or hereafter amended to liberalize the authority granted therein. This power of attorney is intended to be valid in any jurisdiction in which it is presented.

I authorize my Agent to execute and acknowledge any and all instruments necessary or proper to carry out the foregoing powers.

Third persons may conclusively rely upon the continued validity of this Power of Attorney until receiving actual knowledge of its revocation and may conclusively rely on a copy of this instrument certified as such by my Agent.

I understand that this is a durable power of attorney and that the powers of the Agent described above shall be exercisable by the Agent on my behalf even though I may become legally disabled or financially incapable.

My Agent shall not be liable for any acts or decisions made in good faith and in conformity with the powers enumerated in this durable power of attorney. However, my Agent shall not be relieved from liability for breach of duty committed dishonestly, with improper motive, or with reckless indifference to me or the purposes of this durable power of attorney.

Executed on [DATE] at [CITY], Oregon.

_____
[PRINCIPAL NAME], Principal

STATE OF OREGON)
) ss.
COUNTY OF [COUNTY NAME])

This Durable General Power of Attorney was acknowledged before me on [DATE] by [PRINCIPAL NAME].

_____
Notary Public - State of Oregon

STOP

This is a Private Space for

CLIENTS AND EMPLOYEES ONLY

NO PUBLIC ENTRY

ORGANIZED POWER IN NUMBERS

Scan for Guide

Instructions for Delegation of Parental/ Guardian Powers from Oregon Department of Justice: Form from Oregon Law Center

Red Cards: Red Cards / Tarjetas Rojas | Immigrant Legal Resource Center | ILRC

Worksite Signage and safety by Power in Numbers: **Click here for more options by Organized Power in Numbers**

Find Legal Help

If you have an immigration court hearing or must report to ICE, take these steps:

1. **Don't go alone** – always bring support
2. **Talk to a trusted immigration attorney** or a **nonprofit organization** right away
3. **Get help from ECO**: Call **1-888-274-7292** or visit equitycorps.org/attorney-directory

Protect Yourself From Fraud

Don't be tricked by *"notarios"* or scammers. Only **licensed attorneys** or **accredited representatives** can legally handle your immigration case.

Avoid anyone who:

- Won't give you a written contract
- Charges you for blank immigration forms (they are free)
- Promises results because they have "special contacts" in immigration
- Pretends to be an attorney or immigration expert
- Tells you to lie or asks you to sign a blank form
- Charges you to be on a "waiting list" or to "put your application online" — those don't exist

RAPID RESPONSE LINES

SWWA LULAC'S Rapid Response Line: If you witness immigration activity in Clark County call or text (503)388-5356 (English/ Spanish)

WAISN Deportation Defense Hotline: 1-844-724-3737

Portland Immigration Rights Coalition Hotline: (888) 622-1510

If you are arrested, ask for a lawyer

You may also be eligible now for legal programs like ECO. Call 1-888-274-7292 to learn more about ECO or see below a list of more resources.

If someone gets detained, you can use the Detainee System: Online Locator

OTHER RESOURCES

Immigration Counseling Service (ICS)

- Portland Office: 519 SW Park Ave, Suite 610, Portland, OR 97205
  Phone: (503) 221-1689 | Website: www.ics-law.org
- Hood River Office: 1100 E Marina Dr, Suite 228, Hood River, OR 97031
  Phone: (541) 399-8029 | Website: www.ics-law.org
  Services: Asylum & Removal Cases

Lutheran Community Services Northwest (LCSNW)

- Portland Office: 605 SE Cesar E. Chavez Blvd, Portland, OR 97214
  Phone: (503) 231-7480 | Website: www.lcsnw.org
- Vancouver Office: 3600 Main St, Suite 200, Vancouver, WA 98663
  Phone: (360) 694-5624 | Website: www.lcsnw.org
  Services: Asylum & Removal Cases

SOAR Immigration Legal Services (Ecumenical Ministries of Oregon)

- Portland Office: 7931 NE Halsey St, Suite 302, Portland, OR 97213
- Hillsboro Office: 862 SE Oak St, Suite 3A, Hillsboro, OR 97123
  Phone: (503) 384-2482 | Email: soarlegal@emoregon.org | Website: www.soarlegal.org
  Services: Asylum & Removal Cases

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Catholic Charities Immigration Legal Services (CCILS)

- 2740 SE Powell Blvd, Suite 2, Portland, OR 97202
  Phone: (503) 542-2855 | Website: www.catholiccharitiesoregon.org
  Services: Asylum & Removal Cases

IRCO – Immigration Legal Services

- 8040 NE Sandy Blvd, Portland, OR 97213
  Phone: (971) 271-6537 | Website: irco.org/what-we-do/legal-services
  Services: Asylum & Removal Cases

Center for Nonprofit Legal Services

- 225 W Main St, Medford, OR 97501
  Phone: (541) 779-7292 | Website: www.cnpls.org

Student Legal Services – Portland State University

- 1825 SW Broadway (SMSU M343), Portland, OR 97201
  Phone: (503) 725-4556 | Website: pdx.edu/student-legal-services
  Note: Only available to PSU students

Centro de Servicios para Campesinos – PCUN

- 300 Young St, Woodburn, OR 97071
  Phone: (503) 982-0243 | Website: www.pcun.org
  Note: Accredited representatives only

CLEAR Clinic

- Portland, OR
  Phone: (971) 722-5258
  Services: Removal & Asylum Cases

Equity Corps of Oregon (ECO)

- Locations across Oregon
  Phone: (888) 274-7292 or (503) 360-0324
  Website: equitycorps.org
  Services: Asylum & Removal Cases

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Immigrant Connection PDX: 971-202-2073

Somos Hispanas Unidas (based in Silverton), 503-873-71144

Oregon Department of Justice: 1-844-924-STAY (1-844-924-7829)
Spanish Direct Line: 1-844-626-AMPARO (1-844-626-7276)

You can report a suspected violation, receive support, and be connected to resources. The Oregon Department of Justice may open an investigation into the violation.

American Immigration Lawyers Association (AILA) Website: www.ailalawyer.com

Washington: Resources for Families Impacted by Immigration-Related Concerns

Oregon Department of Justice: Attorney General - Oregon Department of Justice

OREGON AND WASHINGTON DIRECTORY OF IMMIGRATION ATTORNEYS

Portland Area

Attorney/Firm	Phone	Languages	Tacoma Detention Cases
Immigrant Law Group	(503) 241-0035	Spanish	–
Brian Conry	(503) 274-4430	Spanish, Russian	Yes
Parker Butte & Lane	(503) 241-1320	Spanish	–
Phil Hornik	(503) 243-2733	–	–
Terry Hunt	(503) 296-9647	–	Yes
Marandas & McClellan	(503) 607-0444	Spanish, Laotian	Yes
Cecilia Neuven	(503) 644-5010	Vietnamese	–
Nelson & Smith	(503) 224-8600	Spanish	–
Michael Purcell	(503) 241-8203	Japanese	–
Teresa Statler	(503) 220-4185	Spanish, French	–
Oregon Immigration Group	(503) 776-7900	Spanish	–
Sherilyn Holcombo Waxler	(503) 281-0990	Spanish	–
Bailey Immigration	(503) 224-0950	Spanish	Yes
Gonzales, Gonzales & Gonzales	(503) 274-1680	Spanish	Yes
Jesse Maanao	(503) 577-9611	–	Yes
Kim T. Le	(503) 517-0054	Vietnamese	–
Julie Krull	(503) 224-3031	Spanish	Yes
Thomas Peterson	(503) 583-3968	Spanish	–
Frohman Law, LLC	(971) 266-0796	Spanish	Yes
Eileen Sterlock	(503) 928-4163	Spanish	Yes
Irma Valdez	(503) 893-2150	Spanish	–
Rachel McCormack Aitchison	(503) 445-0130	–	Yes
Samuel Ashbury	(503) 666-4567	–	Yes
Katrina Caldwell	(503) 546-5504	–	Yes
Aaron Clingerman	(503) 581-5562	Spanish	Yes
Rachel Game	(503) 363-9903	Spanish, French	Yes
Carolyn Kim	(503) 417-2154	Spanish	Yes
James Lane	(503) 241-1320	Spanish, German, Polish	Yes

Bryan McGowan	(503) 222-9900	Russian	Yes
Ruben Rivera	(503) 223-5803	–	Yes
Joseph Rollins	(503) 502-7977	–	Yes
David Shomloo	(503) 220-5045	Farsi, Persian	Yes
Boaquin Wang	(503) 626-7051	Cantonese, Mandarin	Yes

Vancouver Area

Attorney	Phone	Languages	Tacoma Cases
Enrico Tadeo	(360) 690-0774	Tagalog	–
Eulalia Soto-Esquivel	(360) 695-5656	Spanish	–

Salem Area

Attorney/Firm	Phone	Languages
Dick Hendrie	(503) 585-8330	–
Hecht & Norman	(503) 363-9903	Spanish, French, Portuguese
Terrence Greer	(503) 877-3439	–

Eugene Area

Attorney/Firm	Phone	Languages
Hecht & Norman	(541) 465-2173	Spanish, French, Portuguese
Thomas Peterson	(541) 513-8868	Spanish

continued on next page…

Medford Area

Attorney/Firm	Phone	Languages
Richard B. Thierolf, Jr.	(541) 773-2727	–
John Almaguer	(541) 772-6969	Spanish
Yaschar Sarparast	(541) 772-8635	–

Bend Area

Attorney/Firm	Phone	Languages
Dan R. Larsson	(541) 749-2102	Spanish, German, Swedish
Hecht & Norman	(541) 388-6799	Spanish, French, Portuguese

Seattle Area

Attorney/Firm	Phone	Tacoma Cases
Carney and Marchi	(206) 224-0909	Yes
Dobrin and Han	(206) 448-3440	Yes
Gibbs Houston & Pauw	(206) 682-1080	Yes

Useful Videos:

Nonprofits & Businesses: Know Your Rights! Interactions with Immigration Enforcement

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Sources

- U.S. Citizenship and Immigration Services: www.uscis.gov
- Immigration Counseling Service: www.ics-law.org/resources
- National Immigration Law Center: www.nilc.org
- Appleseed Network: appleseednetwork.org/work/immigration
- Organized Power in Numbers: Resources | Organized Power in Numbers
- SWWA LULAC: General 3 — LULAC OREGON
- North Suburban Legal Aid Clinic: How Can I Protect My Property If I Am Detained or Deported? - North Suburban Legal Aid Clinic
- ACLU: RAPID RESPONSE PLAN IF ICE COMES TO YOUR COMMUNITY | ACLU of Oregon
- Resources | Portland Immigrant Rights Coalition
- https://www.aclu.org/issues/immigrants-rights/ice-raids-your-rights