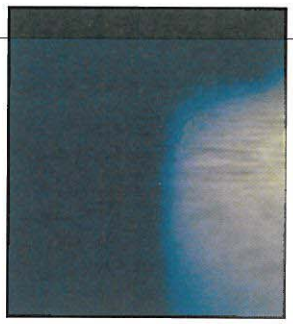

Succession Planning Strategies for Professional Associations

With professional practices, a buy-sell is not a one-time episode, but a continuing transaction: senior partners are continually retiring, and associates are continually maturing into 'owners.' This article focuses on how best to manage this exit and transition cycle.

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Among some members of professional groups such as lawyers, dentists, and medical practitioners there exists an ambivalent attitude toward succession planning. In occupations based around having developed a personal relationship with clients or patients, there is a natural reluctance to let go of their book of business. Though institutional clients may be more reliable, individual clients or patients are often tied to a certain service provider.

There is no guarantee that individual clients will be retained. This could be due to untransferred loyalties or the simple fact that the client's needs are sunsetting as the partner is retiring. Either way, the idea of introducing a younger successor to existing clients is an anathema since many professionals worry (justifiably) that the younger successor will leave and take the clients with them. Thus, succession planning can be seen as a threat to older professionals' security and reputation. In such circumstances, even broaching the subject of succession planning can stress relations among partners and associates. So succession planning for professional service firms presents practical challenges not faced by other types of businesses. These challenges are exacerbated by the fact that demographically there exists a tidal wave of baby boomers in the upper echelons of professional service firms that are entering this exit and transition phase.

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Unique challenges require unique solutions

Given these dynamics, is it even realistic to believe that an effective, ongoing succession plan can work in a professional service firm? Under the typical nonprofessional service model of succession planning, a key owner (or owners) gets aligned with a key successor (or successors) for a one-time event. However, this is unrealistic in the context of a professional service firm. With professional practices, a buy-sell is not a rare, one-time episode, but a continuing transaction: Senior partners are continually retiring and associates are continually maturing into "owners." The firm is continually expanding and contracting. Similarly, the firm's intangible "good-

will," which gives rise to the value that is being exchanged, is continually in flux.

Getting started

A professional practice needs a succession plan that can stabilize, as much as possible, those continually changing variables (ownership and value). The plan must operate as a part of the regular management practice of the firm for the best chance of success under these unique circumstances. The two key elements for achieving this are:

1. Close attention to management succession and client retention to stabilize value.
2. Establishing a separate legal entity to facilitate and fund all of the impending buyouts to achieve a stable funding structure.

Close attention to management succession and client retention. With a professional service firm, management succession and client retention are inextricably intertwined. They are at the heart of stabilizing the firm's current and future value. The retention of an existing client base makes up the majority of a professional practice's value and goodwill. The greater the longevity and stability of the client base, and the more reliable the practice's referral sources, the higher the value of the firm.

The loyalty of a practice's client base, for example, determines the practice's potential future profits. How long have clients or patients been with the business? What are the practice's referral sources? In the event of a key partner's departure, will the firm's clients and referral sources retain an affinity to those who remain? Are the referral sources going through succession issues of their own and will they be around to make referrals in the future?

Key employees—such as dental technicians or legal assistants—also increase a professional practice's value. To what degree have associates or emerging partners been genuinely enrolled into the practice? Are they personally introduced to clients, patients, and referral sources regularly, or are they vital but largely obscure back-room technicians?

The degree to which a departing partner is entitled to be compensated for his or her ownership interest should depend on the degree to which the partner has, over the years, contributed to nurturing and growing the goodwill items above.[1] For this reason, a professional practice's succession plan should be part of its overall strategic plan.

Thus, a practice's culture should stress each partner's responsibility to introduce associates to the partner's clients and referral sources as well as unique systems and processes. The knowledge and experience that reside in a partner form a substantial portion of the firm's goodwill. This knowledge and experience need, as far as is possible, to be passed on to potential successors to ensure client retention and value. A firm that fosters this type of culture has an easier time recruiting, retaining, and enrolling potential successors or partners on the partnership track. A firm's leaders should consider this an internal campaign to continually market the practice to associates so they can more readily recognize and appreciate the value they are being invited to buy into. Firms with an established succession strategy are more likely to maintain value, and are much more likely to create a practice that associates would want to acquire, thereby allowing departing partners to harvest what they have planted.[2]

The second key aspect of a professional practice's succession plan coalesces with this important campaign. It is the creation of a separate entity to facilitate and fund the succession plan.

Establishing a separate legal entity to carry out and fund the impending buyouts. Increasingly, businesses are realizing that a succession plan is a separate venture that warrants creation of a separate

[1] Gerber, *The E-Myth Revisited: Why Most Small Businesses Don't Work and What to Do About It* (HarperCollins, 2005).

[2] See Sinkin, "Succession Planning for Tax Accounting Practices," EA J. (July-Aug. 2005); Krotman and Sinkin, "The Key to Successful Succession Planning," Taxpro Quarterly J. (Spring 2003); Sinkin and Putney, "Two-Stage Deals, A Sequenced Transition Can Smooth a Firm's Ownership Transfer," J. of Acc'y (Mar. 2006); Wesemann, "Finding New Leadership: Succession Planning for Professional Service Firms," Edge Int'l Rev. Quarterly (Summer 2004); Pressman, "Succeeding at Succession," The Architectural Record (Jan. 2007).

entity.[3] A separate entity should be established to handle all of the future, multiple, and continuing buyouts that will arise from retirement, death, or disability. Using the firm as the entity to carry out and fund the buy-sell is too disruptive. For example, succession plans are customarily funded with life and disability insurance policies. When the tax-free benefits of these policies are paid into the firm, a beneficial dollar-for-dollar basis increase results. If the firm is organized as an S or C corporation, some of this beneficial basis increase is unnecessarily wasted when it is allocated to the capital accounts of the deceased, disabled, or departing owner/shareholder. Instead, basis and cash must be allocated proportionately, even if it contravenes key succession planning goals.

If the firm happens to be organized as a partnership or LLC (entities that permit special allocations), owning these polices inside the firm will require an amendment to the partnership or operating agreement to achieve the special allocations needed to avoid basis leakage. Finally, professional service firms should not unnecessarily retain assets like life and disability polices because the cash values and/or payments from them will needlessly (1) be subjected to the rights of firm creditors and (2) potentially complicate valuation issues.[4]

These reasons make the firm a poor place to own the policies that customarily fund the impending buyouts. To avoid such downsides nonprofessional service firms typically opted to have the key owners cross-own the policies. But cross-ownership among multiple partners in a professional practice has proved unworkable. All the partners end up owning partial interests in multiple polices. If one dies, his or her bundle of partial interests in the policies insuring others go into the probate estate. Worse, during lifetime, these partial interests are subject to the rights of each partner's personal creditors, including divorce settlement decrees. The assets that fund something as important to the firm as its succession plan do not have to be subjected to all these potential hazards. They are too disruptive to this vital enterprise. A professional practice's exit and transition plan is a venture separate from the firm, and warrants creation of a separate entity.

Even broaching the subject of succession planning can stress relations among partners and associates.

Partnership equity participation plan

A partnership equity participation plan ("PEPP") involves establishing a limited partnership ("LP") to own and maintain the policies that facilitate and fund the firm's succession plan. Each professional is a limited partner in the LP, and the firm is the general partner ("GP"). A transfer of a life insurance policy to a partnership in which the insured is a partner is exempt from the transfer-for-value rule,[5] so if the firm already owns policies, it can easily transfer them into this new entity without violating the transfer-for-value rule.

The death benefit is received as tax-exempt income under Section 702. It can be specially allocated to the capital account of the GP to fund the firm's (i.e., the GP's) duty to redeem the interest of a deceased or disabled professional. This increases the GP's basis to the same extent under Section 705(a)(1)(B). This allows an income tax-free withdrawal of the proceeds by the GP (because the GP is deemed to be recovering basis) so the GP can redeem the interest of a deceased or disabled professional.

If the proceeds are inadequate, the firm can offer a note to fund the balance.[6] If the coverage exceeds what the GP (the firm) needs to redeem the deceased or disabled partner, this excess may be allocated (1) to the GP as key-person coverage (or to pay off notes to other professionals who have already retired), or (2) to the capital account of the deceased or disabled limited partner to be used by his or her family.

Alternatively, a policy's death benefit may be specially allocated to the surviving limited partners, and the same basis increase would accrue to them under Section 705(a)(1)(B). The limited partners may then contribute this into the professional practice so the practice has the funds to redeem the deceased owner. This method has the advantage of allocating the increase in basis to the surviving owners.

Interposing a limited partnership permits a buy-sell arrangement to complement the other goal of the succession plan: to enroll and retain associates as they mature into equity owners. The associates should each have personally-owned life and disability

[3] See, e.g., Gorin, "Insurance LLC Helps Business Owners," 146 Tr. & Est. 35 (Sept. 2007) (dealing with Ltr. Rul. 200747002); White, Peterson, and Levitz, "The LifeCycle Buy-Sell Harmonizes Owners' Diverse Objectives," 30 ETPL 67 (Feb. 2003).

[4] See Estate of Cartwright, 183 F.3d 1034, 84 AFTR2d 99-5218 (CA-9, 1999) (law firm-owned life insurance proceeds that funded redemption of deceased partner's interest resulted in taxable ordinary income transaction to deceased's spouse); Estate of Blount, 428 F.3d 1338, 96 AFTR2d 2005-6795 (CA-11, 2005) (dealing with whether or not life insurance proceeds under a redemption buy-sell should increase value of shares as a non-operating asset).

[5] Section 101(a)(2)(B).

[6] If the firm is organized as an S corporation, this installment note should not exceed 15 years to avoid creation of a second class of stock, which would nullify the S election.

policies funded under a restrictive bonus arrangement.[7] When and if an associate is invited to acquire equity, the restrictions on the policy are lifted and the associate contributes the policy to the firm as a down payment for the interest he purchases.[8] If needed, the firm takes a note for the difference. This new partner's share of firm profits is applied to paying off this note until it is satisfied.

Meanwhile the firm takes the policy that the new partner contributed as the down payment and contributes it into the LP. When the firm pays the premiums on the policies owned inside the buy-sell limited partnership, it prepares Forms 1099 for each limited partner equally, so that the after-tax burden of funding the firm's succession plan may be spread out equally among all stakeholders.

Implementation pointers

A critical step is to establish a limited partnership with the firm as general partner and the firm's shareholders as limited partners. Change of ownership forms should be executed to transfer any firm-owned policies into this LP. This will constitute a capital contribution from the general partner. If any of the policies have cash value and the firm wants to keep carrying them as an asset of the practice, the LP may execute a collateral assignment form back to the firm that covers an amount equal to any cash value.

Special allocation provision. The LP should have a special allocation provision along these lines:

> The purpose of this limited partnership is to facilitate and fund the succession plan of ABC Radiology. ABC Radiology is the general partner and each owner in ABC Radiology is a limited partner. Upon the death or disability of any owner, it is contemplated that ABC Radiology will redeem this deceased or disabled owner's interest in the firm. Accordingly, proceeds from life or disability policies shall be specially allocated to the capital account of the general partner to the extent of ABC Radiology's duty to redeem the deceased or disabled owner. In the event ABC Radiology is retaining the former owner on an installment basis, the amount specially allocated to the general partner shall be equal to the principal and interest that remains. Any excess proceeds shall be allocated to the deceased or disabled owner's capital account in this limited partnership so his or her family may withdraw it for personal needs. [Alternative Language: Any excess proceeds shall also be allocated to the general partner so it may withdraw the proceeds and apply them for key person business needs or to make installment payments on any existing buyout transactions.]

When the firm withdraws the proceeds specially allocated to its capital account in the LP, receipt of these proceeds results in a dollar-for-dollar basis increase to all owners of the firm, in proportion to ownership. If the firm is an S corporation, the deceased or disabled owner's interest should already have been redeemed. This will avoid the negative result of a basis increase being allocated to the capital account of a former owner.

Business purpose. The newly formed LP will be the owner and beneficiary of life insurance policies on each limited partner. In the past, the Service has ruled it will not issue a private opinion on the validity of a partnership when the only assets are life insurance policies.[9] Before it took this position, however, it ruled favorably on the issue.[10] More importantly, the Service recently relented and issued another favorable ruling in a situation where an "insurance LLC" was established for the sole purpose of holding policies that funded a buy-sell agreement of another entity.[11]

The loyalty of a practice's client base determines the practice's potential future profits.

The LP agreement should contain several key provisions, including a statement that its "business purpose" is to facilitate and fund a professional practice's succession plan.[12] The LP agreement should provide further that upon the death of a limited partner, his or her interest in the LP will be redeemed by the LP. In exchange, the LP will pay the deceased or disabled partner an amount equal to the limited partner's pro rata share of the total LP value, including his or her pro rata share of any cash values.[13] In many cases, this may be modest because the value of the policies will be discounted for lack of marketability due to the nature of the limited partnership. Thus, in addition to the firm's buy-sell agreement controlling the buyout of the underlying professional practice, the LP agreement will provide for a redemption of the limited partnership interest. In essence, there will be two buyouts.

Payment of premiums. The firm will usually pay the premiums on the life and disability policies. The payments are generally treated as

7 Peterson, "GEBA, The Executive Compensation Answer," J. Fin. Service Professionals (Jan. 1992); Baier, "Structuring Restricted Access Bonus Arrangements," Nat'l Underwriter (6/23/03).

8 Before any policy is contributed to the firm, the firm must have the insured sign a consent form to comply with Section 101(j).

9 See Rev. Proc. 96-12, 1996-1 CB 616, and Rev. Proc. 2007-3, 2007-1 IRB 108.

10 See Ltr. Ruls. 9309021 and 9042023.

11 Ltr. Rul. 200747002.

12 For an extended discussion of business purpose in this context see White, Peterson, and Levitz, *supra* note 3.

PROFESSIONAL PRACTICES AND ESOPS

Establishing an employee stock ownership plan ("ESOP") is another mechanism that can be considered to put young associates on a path to acquiring equity.* In 1996, the availability of ESOPs expanded from being able to own only C corporation stock to owning S corporation stock as well. Professional practices that are organized as S corporations or LLCs may be able to take advantage of this expanded availability, but generally only if permitted by (1) applicable professional corporations law, and (2) the body regulating the profession. In some professional practices, such as engineering and architecture, it may be possible to implement an ESOP structure by creating a management company that is not strictly a professional corporation to service the professional practice. If state law permits an ESOP to own shares of a particular professional practice, the ESOP can be used as an alternative to (or in conjunction with) the partnership equity participation plan ("PEPP") described in this article.

The ESOP is simply a type of profit-sharing plan that allows firm employees to have an ownership stake in the firm. For example, existing professional shareholders sell their stock (or a portion of it) to the ESOP. The ESOP uses a bank loan, guaranteed by the firm, to fund the purchase, and the stock is gradually assigned to the accounts of plan participants (associates, legal assistants, drafters, administrative assistants) as the loan is repaid. The ESOP receives deductible qualified plan deferrals from all participants each month, like any other qualified plan.

The amounts that are deductible differ depending on the tax status of the company. Generally, the payroll limit for an ESOP in a C corporation is 25%, and an S corporation may deduct only up to 15% of qualifying payroll. In addition, if the firm is a C corporation, the selling shareholder can avoid capital gains on the stock sold to the ESOP under Section 1042. Although this advantage does not apply if the firm is an S corporation, one equally significant advantage does apply: The pre-tax income allocated to the ESOP on a pro rata basis is *not* subject to federal income taxes. The reason is that the ESOP owns actual stock of the firm, and the ESOP does not pay taxes because it is a qualified plan.

For example, if the ESOP owns 40% of the outstanding stock and the firm has $10 million in pre-tax income, 40% of the pre-tax income, $4 million, is exempt from income taxes. Only the remaining 60% of income is subject to taxes payable by the remaining individual shareholders of the firm. This is a significant tax savings for the firm. It enables the firm to retain, on a tax-free basis, substantial earnings for a wide range of worthwhile business uses.

However, ESOPs are relatively expensive for small firms to set up. Total fees can range from $70,000 to $150,000 or more for an accountant to prepare reviewed financial statements, an attorney to write the plan documents, a qualified appraiser to value the stock every year, and an administrator to manage each of the accounts of the participants. Therefore, the tax advantages of an ESOP should be weighed against the expense of creating and maintaining one.

* Katz, "Establishing a Professional Corporation ESOP," Employee Benefits Plan Rev. (Feb. 2006).

simple bonuses under Section 162. Each premium payment is treated as a contribution of capital on behalf of the limited partners of the LP since the policies are owned by the LP. The LP agreement (as predetermined by the limited partners) dictates the amount of the total premium bonus allocated to each individual limited partner. This creates significant flexibility: the amount allocated to any particular limited partner does not necessarily need to correspond to the premium on the policy insuring that limited partner. It could be allocated according to the size of the premium burden on each policy. However, older limited partners who are much less likely to reap the benefits of the policies are asked to absorb a larger percentage of the after-tax cost of the premiums. In fact, older limited partners are, in effect, being asked to prefund the cost of their own buyout. Arguably this cost should be borne by the younger limited partners.

Perhaps the simplest approach is to allocate equally the after-tax cost of funding the premiums. The main point here is that there is tremendous flexibility to accomplish what each professional practice wants to do in terms of allocating the premiums among the partners/shareholders.

Basis increase. The limited partnership will receive the death and/or disability benefits income tax-free.[14] The proceeds specially allocated to the GP are part of the GP's distributive share of tax-exempt income.[15] This distributive share of the tax-exempt income increases the GP's basis dollar for dollar.[16] As long as the cash distributed does not exceed the GP's basis in the LP, distributions from the LP are generally nontaxable.[17] Accordingly, to ensure that GP gets the full basis increase under Section 705(a)(1)(B), it is vital to specially allocate the death benefit as explained earlier. This will allow the GP to withdraw any proceeds from the life or disability policies income tax-free, giving the firm the cash required to fulfill the redemption. Assuming the partnership agreement strictly prohibits any limited partner from exercising control over the policy insuring his or her life, it will also keep any fraction of the death benefit out of the insured's estate.[18]

[13] See Ltr. Rul. 200214028.

[14] Section 101(a).

[15] Section 702.

[16] Section 705(a)(1)(B).

[17] Section 731.

[18] See Rev. Rul. 75-70, 1975-1 CB 301; see also Estate of Knipp, 25 TC 153 (1955), *acq. in result*, 1959-1 CB 4 (in buy-sell arrangement where partnership owns a life insurance policy on a decedent-partner, partnership's incidents of ownership not attributed to insured partner).

The firm's buy-sell agreement. For maximum flexibility, a "wait-and-see" type buy-sell agreement should be used to give the firm and surviving owners the opportunity to choose between the stock redemption approach or the cross-purchase approach at the time of a business owner's death, depending on which is most advantageous at the time a death occurs. The parties to the buy-sell agreement should be the firm and all of the partners or shareholders.

Traditionally, policies that fund a buy-sell are owned either by the entity (redemption) or by the business owners (cross-purchase). This makes it difficult to steer the transaction from one approach to the other in the future in the event tax laws or firm goals and objectives change. Once the policies are liberated from this traditional division and put inside a separate entity, the proceeds can easily be re-directed in the future to carry out a redemption or a cross-purchase: The GP (the firm) and the limited partners simply amend the LP's "special allocation" provision to allocate the proceeds to the limited partners to the extent of any cross-purchase buyout they wish to effectuate.

Alternatively, the parties can agree to allocate the proceeds to the GP's capital account to enable the firm to carry out a redemption. This flexibility enables the firm and its owners to literally "wait and see" and fashion future buyouts to achieve maximum tax efficiencies. For example, buyers and sellers occasionally compromise between the seller's desire for capital gain treatment and the buyer's goal of achieving a tax deduction for the expense of the buyout.[19] The ease of splitting transactions in this manner depends to a large extent on whether the parties are carrying out (1) a redemption where the firm is an S corporation,[20] (2) a redemption where the firm is taxed as a partnership or LLC,[21] (3) a cross-purchase where the firm is an S corporation,[22] or (4) a cross-purchase where the firm is taxed as a partnership or LLC.[23]

A professional practice's succession plan should be part of its overall strategic plan.

Parties should be careful not to get too creative in this area when the buyout is funded with tax-free benefits such as proceeds from life and disability policies. These tax-free proceeds in effect become taxable to the ultimate recipient (the seller) if the buyer pursues ordinary income treatment to achieve a deduction. The negative impact of this is pronounced if the seller is deceased, because he or she just received a full basis step-up, eliminating all capital gain.[24] Finally, if an ordinary income transaction is mixed with a capital transaction, the ordinary income element of the buyout would arguably constitute a promise to pay compensation later, and, consequently, all the new annual reporting requirements relating to nonqualified deferred compensation under Section 409A would necessarily have to be closely observed. If they are not, the result would be the acceleration of income recognition by each partner under the succession plan.

Under the wait-and-see approach, there will be a specified order of purchase upon the departure of a partner. The first option to purchase interests of a selling partner is given to the remaining partners. If, or to the extent that, the remaining partners do not purchase all the interests of a selling partner, the firm is *obligated* to redeem such interests.

If the agreement were to provide that the ultimate burden to purchase the interests of a selling partner is the responsibility of the remaining partners (i.e., and not the firm), and the redemption technique is chosen, the redemption by the firm would fulfill an obligation of the remaining partners to purchase the interests. In that situation, the IRS could successfully argue that the redemption of the selling partner's interests by the firm is actually made on behalf of the remaining partners who have the obligation to purchase the interests, thereby causing the redemption payment to be treated as a dividend distribution to the remaining partners.[25] This undesirable result is avoided as long as the ultimate liability to purchase the shares falls on the corporation.

Valuation. Valuation is a complex topic that is beyond the scope of this article, but certain general

19 Putney and Sinkin, "Tax Considerations When Buying or Selling an Accounting Firm," N.J. CPA (Jan./Feb. 2006).

20 If the seller completely terminates all interest in the firm, all capital transactions are under Section 302(a) except if value is expressly for work in progress, consulting, or noncompete.

21 Parties may customize treatment between capital gain items under Section 736(b) (capital assets/property) and ordinary income items under Section 736(a) (unrealized receivables, goodwill). For personal service businesses, the seller may elect to treat goodwill as a capital gain item without depriving the buyer of a 15-year depreciation deduction.

22 Capital transaction treatment unless value received is expressly for work in progress, consulting, or noncompete. Section 691.

23 Capital transaction treatment under Section 741, except for seller's pro rata share of hot assets (unrealized receivables) under Section 751.

24 See Estate of Cartwright, *supra* note 4 (law firm-owned life insurance proceeds that funded redemption of deceased partner resulted in taxable ordinary income transaction to deceased's spouse).

25 See Gerson, TCM 1989-52.

considerations may be noted. First, to provide adequate incentive for current and emerging partners to continue to enroll, the firm's valuation formula should result in an increase, not a decrease, in compensation to the remaining partners when a senior partner exits. Following through with a professional practice's succession plan can become increasingly difficult if the remaining partners of the firm come to the realization they will lose money because of unduly burdensome buyout payments. This can result in junior partners leaving the firm prematurely. It also has the potential of undermining the firm's need to attract new professionals.[26]

Second, arriving at an appropriate valuation formula for the firm that is fair and understandable to both buyers and sellers is an art. Firms have customarily been tempted to adopt a simple, conservative net worth or "book value" approach, which is defined as assets minus liabilities. In a family business setting, adopting mere book value would never withstand the scrutiny of Chapter 14.[27] Although most large professional practices avoid Chapter 14, the valuation formula they agree to must still adhere to the basic tenets of Rev. Rul. 59-60.[28] Book value is only one of eight factors that are required to be considered by Rev. Rul. 59-60.

If a firm's valuation formula fails to reflect the full value of the practice, including tangible and intangible assets, some very unexpected results may occur. For example, on the death of a partner, the taxable value of the partnership interest will be arrived at under the guidance of Rev. Rul. 59-60. The same is true in the event of a partner's divorce. Firms that simply adopt book value, and attempt to make up the rest by way of salary continuation risk not only future valuation challenges, but also immediate complications under Section 409A. Accordingly, the valuation formula for the firm should reflect—in addition to net worth—intangibles such as goodwill, reputation and brand, the quality of the firm's sources of new business, history of returning clients, markets served, the staff's experience and skills, and other factors, including backlog, and financial history.[29]

Practice Notes

A separate entity should be established to handle all of the future, multiple, and continuing buyouts that will arise from retirement, death, or disability. Using the firm as the entity to carry out and fund the buy-sell is too disruptive.

Conclusion

With larger professional practices, a buy-sell is not a rare, one-time episode, but a continuing transaction. Senior partners are continually retiring and associates are continually maturing into "owners." Unavoidably, ownership and value are continually expanding and contracting. A professional practice needs a succession plan that can stabilize, as much as possible, the continually changing variables of ownership and value. ■

[26] Sinkin, "Unique Approaches to Succession Planning for Accounting Practices," Mich. CPA (Mar./Apr. 2007).

[27] See Sections 2701-2703.

[28] 1959-1 CB 237.

[29] Tiso, "Present Positions on Professional Goodwill: More Focus or Simply More Hocus Pocus?," 20 J. Am. Acad. Matrim. Law. 51 (11/1/06); Parkman, "A Systematic Approach to Valuing the Goodwill of Professional Practices," in Brown, *Valuing Professional Practices & Licenses* (Prentice Hall 3rd ed. 1998).