# SAMPLE FORMS

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Revised: 1/01

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### OFFICE OF LOSS PREVENTION

The Loss Prevention Program is available to assist Louisiana State Bar Association members in the prevention of legal malpractice and the improvement of office practices and procedures.

Most services are free to members of the Louisiana State Bar Association. Other services are free to those insured through the LSBA-sponsored malpractice program. Among the services provided are:

- Workshops for attorneys on preventing malpractice and office management (CLE credit)
- Workshops for non-attorney staff members
- Louisiana Loss Prevention Newsletter
- Sample Forms and Sample Forms Diskettes
- Louisiana Prescription Quick Reference Card
- Avoid Malpractice: Learn by Example article in each issue of the LSBA Journal
- CLE ethics and professionalism presentations for organizations, universities and local bar associations
- Law School skills course instruction

Whether you are a solo practitioner or work with a small firm, a large firm or a corporation, please do not hesitate to ask for assistance. You can contact the Office of Loss Prevention at (504) 898-1785 or 1-800-Gilsbar, Ext. 785, fax: (504) 898-1636, e-mail: lossprevention@gilsbar.com, or by writing to: Professional Liability Loss Prevention Counsel, Judy Cannella Schott, Esq., Cynthia O. Butera, Esq., Johanna G. Averill, Esq., Lindsey M. Ladouceur, Esq., or Linda A. Liljedahl, Esq., Gilsbar, Inc., P.O. Box 998, Covington, Louisiana 70434. We look forward to assisting you with your practice!

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(See Louisiana Revised Statute 37:220--Confidentiality and immunity; loss prevention programs)

# FORMS TO ASSIST THE LOUISIANA LAWYER IN EFFECTIVELY HANDLING CASES AND CLIENTS

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### FILE LABEL

### **File Description**

A three-tiered file label simplifies the filing process. Every file folder is given a unique label. "Client Name" and "File Subject" are identical for every file folder in a specific legal matter. Conversely, "File Contents" are different for every file folder in a specific legal matter.

### **Billing Number**

Billing time is made easier when the billing # always appears in the same place, though it need not be on the label. Most billing systems allow billing numbers to be grouped by client name. A client will have a master client # with the ability to differentiate between different legal matters, such as 1776-1 (John Smith's divorce); 1776-2 (John Smith's real estate purchase). At the option of the client, multiple legal matters may be combined and billed under one legal matter number.

### File Folder Number

Although many firms continue to maintain both billing #'s and file folder #'s, a file folder # is not essential. In fact, filing is more efficient when folders are in alphabetical order rather than by number; law firm staff members more readily recognize clients by their names than their numbers. It may be best to number file folders by file subject: 1 of 5, 2 of 5, 3 of 5, etc.

File Folder Label:

Client Name File folder
File Subject
File Contents Billing #

Sample File Label:

Smith, John 1 of 2 Divorce Pleadings 1776-1

Smith, John 2 of 2 Divorce Corres. 1776-1 January 1, 1996 FILE LIST

<b>CLIENT NAMEBILL</b>	NO.	FILE NO.	ATT	Y/LOC	FILE	SUBJECT	FILE CONTENTS
ABC Corporation	2299.0	2299		GRS	RR	XYZ v. ABC (CDC #55555)	Retainer Agreement
ABC Corporation	2299.0	2299	a	GRS	RR	XYZ v. ABC (CDC #55555)	Attorney's Notes/Legal Research
ABC Corporation	2299.0	2299	b01	GRS	RR	XYZ v. ABC (CDC #55555)	Pleadings I
ABC Corporation	2299.0	2299	b02	GRS	RR	XYZ v. ABC (CDC #55555)	Pleadings II
ABC Corporation	2299.0	2299	c01	GRS	RR	XYZ v. ABC (CDC #55555)	Correspondence I
ABC Corporation	2299.0	2299	d01	GRS	RR	XYZ v. ABC (CDC #55555)	Exbt: Photographs
ABC Corporation	2299.0	2299	d02	GRS	RR	XYZ v. ABC (CDC #55555)	Exbt: Med. Rcrds. (Dr. Brown)
ABC Corporation	2299.0	2299	d03	GRS	RR	XYZ v. ABC (CDC #55555)	Exbt: Med. Rcrds. (Dr. Sanders)
ABC Corporation	2299.0	2299	d04	GRS	RR	XYZ v. ABC (CDC #55555)	Exbt: to XYZ Amend. Prod. Resp. (07/94)
ABC Corporation	2299.0	2299	d05	GRS	RR	XYZ v. ABC (CDC #55555)	Exbt: Med. Rcrds. (General Hospital)
ABC Corporation	2299.0	2299	d06	GRS	RR	XYZ v. ABC (CDC #55555)	Exbt: Med. Rcrds. (Dr. Dixon)
ABC Corporation	2299.0	2299	d07	GRS	RR	XYZ v. ABC (CDC #55555)	Exbt: Records from Smith Company
ABC Corporation	2299.0	2299	e01	GRS	RR	XYZ v. ABC (CDC #55555)	Depos: XYZ Corporation
ABC Corporation	2299.0	2299	e02	GRS	RR	XYZ v. ABC (CDC #55555)	Depos: ABC Corporation
ABC Corporation	2299.0	2299.01		STC	RR	General Business	Complete File
Johnson, Sam & Lisa	2485.0	2485		GRS	RR	Personal Injury Claims	Fee Agreement
Johnson, Sam & Lisa	2485.0	2485	a	GRS	RR	Personal Injury Claims	Attorney Notes/Legal Research
Johnson, Sam & Lisa	2485.0	2485	b	GRS	RR	Personal Injury Claims	Pleadings
Johnson, Sam & Lisa	2485.0	2485	c	GRS	RR	Personal Injury Claims	Correspondence
Johnson, Sam & Lisa	2485.0	2485	d01	GRS	RR	Personal Injury Claims	Exbt: Medical Records
Johnson, Sam & Lisa	2485.0	2485	d02	GRS	RR	Personal Injury Claims	Exbt: Photographs
Johnson, Sam & Lisa	2485.0	2485	d03	GRS	RR	Personal Injury Claims	Exbt: Client Questionnaire
Johnson, Sam & Lisa	2485.0	2485	e	GRS	RR	Personal Injury Claims	Witness Interrogatories
Office Management	2500.0	2500		CRS	RR	Partnership Agreement	Complete File
Office Management	2500.1	2500.01		STC	RR	Potential Clients-Attorney Bell	1995 - Forward
Office Management	2500.2	2500.02		GRS	RR	Potential Clients-Attorney Mouton	1995 - Forward
Office Management	2500.3	2500.03		GRS	RR	Fee Agreements	1995 - Forward
Office Management	2500.4	2500.04		GRS	TS	Professional Liability Insurance	1995 Application

This is a file list describing every file folder in the entire office. It can serve not only as a Master File Index, but also as a Master Client Index. This file list can be created on any database software and tailored to your law firm. An excellent software is Microsoft Access.

Additionally columns of information can include Active, Inactive, Transferred, Termination Date, Area of Law, Opposing Party. The exact location of a transferred file can also be included.

As with any database, these files can be printed out (sorted) in alphabetical order, in numerical order by file number, by attorney, by location, etc.

### DOCUMENT REMOVAL RECEIPT

[Place one copy of this in file folder]

File Folder Label:		
	Client Name: File Subject:	
	File Contents:	
	File Number:	
Description of Docum	ent removed:	
Is Document an origin	nal? Yes No	
Date Removed:		
Person Removing:		
Removed to:		
Comments:		
File Folder Label:	FILE REMOVAL RECEIPT [Place one copy of this in file folder]  Client Name:	
	File Subject:	
	File Contents:	
	File Number:	
Date Removed:		
Person Removing:		
Removed to:		
Comments:		

### MASTER DOCKET CONTROL RECORD

(Enter file number, handling attorney, document received, date received, action required, actual deadline, and 7 days prior to actual deadline)

EH E NO	A (D/D) 7	DOCUMENT DECEMEN	DATE DECID	ACTION REQUIRED DE ADJUNE	
FILE NO.	ATTY.	DOCUMENT RECEIVED	DATE REC'D	ACTION REQUIRED DEADLINE	ACTUAL DEADLINE
first set. Thi	is record is ery Monday	to be updated daily, and the des	ignated record-ke	ation to be recorded on this master docke eper is to disseminate a copy of this recordered are to be disseminated on the following	
Record ke	eper:			Date of last update	o:

### NEW CLIENT/MATTER REQUEST FORM

DATE:		Prepared by Return File to
		NG INFORMATION
CLIENT NUMBER	:(If existing clie	ent, put number)
MATTER NUMBE	R: (If a specific m	natter number is not requested, the next number will be used).
CLIENT NAME:		_
ADDRESS:		
- 1	FAX: <u>(</u> )	PHONE: Work: ( ) Home: ( )
MATTER DESCRII	PTION:(i.e., description	- f 1:11)
ORIGINATING AT	TY:BILLI	NG ATTY:
PRACTICE CLASS 01 Real Estate 02 Title Insurance	: (circle one)	BILLING AGREEMENT: (circle one) S = Standard Hourly Rates
03 Domestic Relat 04 General Litigat	ion – (non-contingent)	A = Agreed upon Rates
	gation – (personal injury) ation – (non-contingent) e Planning	F = Flat Fee \$
08 Successions 09 General Busine	ss	Expenses Included? Y N (circle one)
10 Miscellaneous		C = Contingency:%
11 Office Manager 12 N/B – Family, S 13 Collections 14 Contingent Liti 15 Condominiums 16 Bankruptcy	Staff, Pro-bono gation – (business & other)	N = No Charge/Pro-bono
REMARKS		
	FILIN	G INFORMATION
FILE NUMBER:	(Unless a specific numb	per is requested, the next number will be used.)
FILE LABEL:	FILE SUBJECT:	
ATTY. RESP.:	FILE LOCATIO	N: FILE STATUS:
CROSS INDEX(es)	:	
		R OPTIONS (please check one)
Regular Fast		6-part Red Fastener Folder Green Fastener Folder (1" expanding)
Top Bound		Legal Regular Folder (non-fastener)

4-part Green Fastener Folder	Labels Only (how many?)
4-part Green Fastener Folder	Labels Only (how many?)

### NEW FILE FOLDER/CHANGE FILE FOLDER REQUEST FORM

ROUTE TO:		Computer Inp	ut Operator	Prepared By:	
DATE:				Return File To:	
CHECK ONE:	☐ Add	l New File Folder			
	Cha	nge File Number_	, as f	ollows:	
File Number:					
Client Name:					
File Subject:					
File Contents:					
Atty. Resp.:					
File Location:					
File Status:	(circle one)	Active	Inactive	Transfer	
Billing Number:					
Cross Index(es):					
PLEASE CHECK	ONE:	FILE F	OLDER OPT	ONS	
Acc Top 4-pa 6-pa Gree Leg	ular Fastener Folder Bound Folder urt Green Fastener urt Red Fastener Folder en Fastener Folder al Regular Folder (el(s) Only (how m	Folder older (1" expanding) (non-fastener)			

### CHECKLIST FOR OPENING AND CLOSING FILES

Client Nam	e:
File Subject	: <u> </u>
D.III. 37	
Billing Nun	nber:
Opening	
1.	Potential Client Screening Form in file
2.	Previous Attorney Interview Form in file
3.	Conflicts Screening Form in file
4.	Conflicts letter in file (if client consent required)
5.	New Client Interview Form in file
6.	Type of case
7.	Date file opened
8.	Attorney assigned to the case
9.	Engagement letter/fee confirmation letter sent to the client
10.	Employment contract signed by client
11.	Authorizations to obtain information signed by client
12.	File/Client entered on Master File List/Client List
13.	Client entered in bookkeeping/accounting lists
14.	Information entered on Subject Matter List
15.	Prescription dates, if any, entered on attorney's calendar, secretary's calendar and tickler cards
16.	Client trust ledger card made, if money deposited in trust account
17.	Rolodex cards for attorney and secretary prepared and placed in Rolodex
18.	File Information Sheet in file
19.	Index of Pleadings (or Documents) prepared and placed in file folder
Closing	
1.	Date closed
1.	
2.	Attorney closing  Refund requested from Clerk's office \$
3.	Reconcile client trust account monies
5.	Return money to client \$ Date returned:
6.	Withdraw money, if necessary, to pay bill \$
0. 7.	Remove ledger card and client trust card if \$0.00 balance
8. 9.	Judgment recorded in MOB,Parish(es)  If money judgment not paid, do tickler to file suit to revive judgment
10.	Motion to Withdraw, if necessary
10.	Close out on Master File List/Client List, Bookkeeping/Accounting List and Subject Matter List
12.	Put on Closed File List/Delete from Active Case List
13.	Judgments/settlement documents sent to client
13.	Letter sent to client confirming conclusion of representation
15.	Matter Termination Record completed and in file
15.	File reviewed for documents to be returned to client
17.	File reviewed and all duplicates, paper clips removed

ONE CHECKLIST PER FILE TO BE PLACED IN FILE AND UPDATED UNTIL COMPLETED

### FILE INFORMATION SHEET

CLIENT:		
Name: Address: Telephone Number: (H) Fax Number:	(W)	(Cell)
OPPOSING COUNSEL:		
Name: Firm Name: Address: Telephone Number: Fax Number:		
OTHER IMPORTANT PARTIES:		
Name: Address: Telephone Number: Fax Number:		
REPORT LETTER LOG:		
Client Name:		
File No.:		
Client wants report:	<ul><li>Weekly</li><li>Biweekly</li><li>Monthly</li><li>Quarterly</li><li>Whenever import</li></ul>	ant events occur
First Report Letter Sent	DATE SENT	

PLEASE KEEP IN FILE ON LEFT-HAND SIDE, ON TOP.

### FILE ACTIVITY REGISTER

Client Name:			
File Subject:			
Billing Number:	_		
DOCUMENT RECEIVED	DATE REC'D	ACTION TO BE TAKEN	<b>DEADLINE</b>

# PLAINTIFF versus DEFENDANT (COURT, CASE NO.) Billing Number \_\_\_\_\_

### **INDEX OF PLEADINGS**

TAB NO.	DATE FILED	DESCRIPTION	FILED BY
1			
2			
3			
4			
5			

Example of completed index of pleadings:

JANE DOE versus JOHN DOE (22ND JDC NO. 94-00000) Billing Number 2577

### **INDEX OF PLEADINGS**

NO	DATE	DESCRIPTION	
NO.	FILED	DESCRIPTION	FILED BY
1	02/04/94	Suit On A Promissory Note	Plaintiff
2	03/01/94	Answer	Defendant
3	06/17/94	Motion to Set for Trial on the Merits (11/2/94	Court
		at 10:00 a.m.)	
4	09/16/94	Motion for Summary Judgment and	Defendant
		Memorandum in Support with Exhibits	
5	12/13/94	Memorandum in Opposition to Motion for	Plaintiff
		Summary Judgment	
6	02/21/95	Post-Trial Memorandum	Plaintiff
7	07/25/95	Judgment and Notice of Signing	Court
8	08/30/95	Petition and Order for Devolutive Appeal	Plaintiff

Client Name:_	
File Subject:	
Billing	

### INDEX - Real Estate -- Residential

TAB	DATE				
NO.	FILED	DOCUMENT FILED BY			
1		Engagement letter			
2		Certificates (ALL forms)			
3		Written payoff statements			
4		Abstract			
5		Survey			
6		Title Insurance Commitment and Inchoate Lien Affidavit			
7		Homeowner's and flood insurance information			
8		Purchase Agreement and extensions			
9		Lending institution's instructions			
10		Copies of divorce decree			
11		Copies of succession documentation			
12		Copies of encumbrances and cancellations			
13		Termite Certificate			
14		Corporate Resolutions and/or Powers of Attorney			
15		Draft of Act of Sale, Mortgage Documentation and Note			
16		Draft of HUD/settlement statements			
17		Copies of tax forms			
18		Copies of disbursement checks			
19		Closing Checklist			
20		Post-Closing Checklist			

### MATTER TERMINATION RECORD

Date:			
File Label:	-		
Client Name:			
File Subject:			
File Contents:			
Billing Number:			
Closing Attorney:			
Items in the Public Record:Act of Sale	Recordatio	n Information:	
Mortgage Judgment			
Lien Other			
Items Registered With Secretary of St Description:		Recordation Information:	
	_		
Items Returned/Sent to Client: Description:		Method of Delivery:	Date Acknowledgment Signed by Client:
	<del></del>		
Items Retained by the Firm:			
Items Destroyed:			
(Attach additional sheets to list items,	if necessary)		
Termination letter sent to the client or	n:		
Comments:			
	<del></del>		

NOTE: Place one copy in the file, one copy in the closed file register, and one copy in the closing attorney's closed file record.

# PERSONAL AND CONFIDENTIAL --OFFICE USE ONLY-POTENTIAL CLIENT SCREENING FORM

(To be completed by the interviewing attorney)

	Why did the potential client contact <u>our</u> firm?
	Was the client referred to the firm by someone? Yes No
	If so, by whom?
	Is potential client's matter a new matter or a continuation of a case, business deal or transaction already in progress?
	Nature of case and dollar amount involved:
	Prescription problem?
	Opposing parties:
	Opposing counsel:
	If <b>not</b> a new matter, who previously represented the potential client?
	Why did the potential client change lawyers?
]	Will the potential client sign an authorization for the former lawyer to answer fully (and confidentially) all of your questions? Yes No (NOTE: If the potential client refuses to sign the authorization, representation shall be declimmediately, and a non-engagement letter shall be sent. If the potential client agrees to sign, him/her sign the firm's AUTHORIZATION TO OBTAIN INFORMATION prior to formal acceptance of representation).
	If the matter is not a new matter, will the client provide you with the entire file?  Yes No  (NOTE: Have paralegal or assistant obtain, for review, pertinent copies of documents filed public record <b>prior to</b> accepting representation).
	If the matter is a new matter, is there a likelihood that the new matter will be a one-time-only with no potential future relationship?

13.		I that the new matter might precl work (i.e., conflicted out of futur		's future representation of more	
	Yes	No			
14.	litigious?)	ient been involved in prior litiga Yes No alegal or assistant review court re			
15.	Does the potential of	client appear to understand how t	the legal syst	em works?	
	Yes	No			
16.	Will the potential c	lient provide references?	Yes	No	
17	(include telephone	,		19 V N	_
<ul><li>17.</li><li>18.</li></ul>	-	client appear to understand the fe information regarding this potenti	-		ıσ
10.	whether or not to ac	ccept representation thereof?			σ.
~~-					
		FORM completed onOBTAIN INFORMATION sign			
		INTERVIEW FORM comple			
		neys who authorize acceptance			
oigii	itures of three attorn	icys who authorize acceptance	of represen	ation.	
 Name	);	Name:	Nam	ne:	
Date:		Date:	Date		

## **Loss Prevention Pointers For Conflicts of Interest**

Types of conflicts: (1) Dual or multiple representation

(2) Hidden interest/financial interest

(3) Adverse representation

Avoid conflicts . . . Every office should have an established conflicts screening procedure. To set up the system, the following information should be inputted initially and updated as needed:

All Lawyers

Employees/Past Employees

Spouses/Parents/Siblings/In-Laws

Require all newly hired lawyers, secretaries, paralegals and legal employees to disclose necessary information concerning potential conflicts relating to past clients or matters at their previous place of employment (without revealing confidential information), including financial or other interests.

A conflicts check must be completed at least three times during a legal matter:

- 1. BEFORE the initial consultation a preliminary check
- 2. AFTER the initial consultation but before accepting the client a comprehensive check
- 3. EACH TIME a new party enters into a legal matter

To check for potential conflicts of interest, don't just check your potential new client's name against your current client master list and your former client list. A thorough conflicts check includes a comprehensive search. Use a Conflicts Search Form for each file. Check for conflicts of MATTER (such as taking totally opposite positions for different clients involving the same subject matter).

If a conflict is found, the best decision is to decline the representation and send a non-engagement letter. However, if you choose to accept the client, then be sure to:

### > Disclose to potential client:

- 1. The circumstances which give rise to the actual or potential conflict
- 2. A description of any actual/foreseeable adverse effects of those circumstances
- 3. If the potential conflict arises out of a dual representation (joint representation), then disclose that no attorney-client privilege exists as between the clients
- 4. If the potential conflict arises out of a past representation (e.g., past representation of adverse party in unrelated matter), then disclose all pertinent <u>non-privileged</u> facts necessary for the potential client to make an informed decision.

### > Obtain written informed consent:

- 1. Advise potential clients to seek independent legal advice regarding the conflict waiver
- 2. If potential conflict which was waived, later becomes actual conflict, additional informed consent is necessary
- 3. If additional informed consent is not obtained, withdraw

### Conflicts Search Form Instructions

This form is to be completed BEFORE the initial consultation with the client. Immediately after the consultation, a more comprehensive check should be completed. The original completed form should be kept in the client file permanently and updated as information becomes available. A duplicate original should be kept in a master "conflicts search file". Remember: a conflicts search must be repeated each time a new party enters into the legal matter.

Types of Names to be searched: This is not a complete list.

General Full name, maiden name, prior names used

Spouse name

Litigation Insured

Plaintiff(s)
Defendant(s)
Insurer
Tutor/Minor
Spouse

Expert Witness(es)

Probate Deceased

Spouse/Children/Heirs/Legatees

Succession Representative/Administrator

Divorce Client

Spouse Children

Workers Injured Worker
Compensation Employer
Insurer

Corporate/ Owner(s)/Spouse(s)

Business/ Buyer(s)
Real Estate Partner(s)
Seller(s)
Offician(s)

Officer(s)
Directors
Shareholder(s)
Subsidiaries/Affiliates
Key employees
Property address

Any opposing party in a transaction

Estate Planning Testator/Testatrix

Spouse/Children/Heirs/Legatees

Trustee

Criminal Client

Victim(s) Witness(es)

Bankruptcy Client

Creditors Spouse

Clients You Have Person You Declined to Represent

Declined to Adverse Parties, if known

Represent

### **Conflicts Search Form**

Potential Client				
La	ast	First	Middle	
otential Client – O (maiden, p	other names rior names)			
Spouse Name	Last	First	Middle	
pouse Name – Oth Maiden, prior name				
Area of Law of Leg	al Matter			
Associated Persons/	Entities:			
Last	First	Middle	Other Names	Relationship
Last	First	Middle	Other Names	Relationship
Last	First	Middle	Other Names	Relationship
		Results of Searc	ch:	
Conflict System Sea	arch Done by			
<u>Name</u>		<u>File #</u>	Relationship to Firm	Į.
Instructions:				
No conflict	t found; entered as new ound, analyzed, client a	and Conflicts Search Results May client into conflict system accepted (explain reasons)letter to be sent by		

This memo should be in standard bright color, attached to a copy of the Conflicts Search Form, and distributed to each attorney and staff member.

### **Conflicts Search Results Memo**

ase review the attached Conflicts Search Form and answer the foll	owing que	stions
1) Do you have any business interests with:		
Client?	Yes	No
Anyone associated with client?	Yes	No
Anyone associated with persons/entities?	Yes	No
2) Do you have any personal interests with:		
Client?	Yes	No
Anyone associated with client?	Yes	No
Anyone associated with persons/entities?	Yes	No
3) Have you had any current or past relationship, affiliation, or association with this client?	Yes	No
4) Do you know of any reason we should not represent this client?	Yes	No
If you have answered yes to any of the above, please give deta	ails below:	

### AUTHORIZATION TO OBTAIN INFORMATION

# For individual client: I, \_\_\_\_\_\_\_\_, do hereby authorize and consent to the obtaining of information, by conversation, documentation or otherwise (including receipt of my entire original file and its contents), by \_\_\_\_\_ ("Attorneys") from any and all previous attorney(s) which were represented by me in the following matter: It is my understanding that, to the extent provided by law, such information shall be deemed confidential. **WITNESS** Date: For corporate client: I, \_\_\_\_\_\_, acting on behalf of and with due authorization from \_\_\_\_\_\_ (the "Corporation"), do hereby authorize and consent to the obtaining of information, by conversation, documentation or otherwise (including receipt of the Corporation's entire original file and its contents), by \_\_\_\_\_\_("Attorneys") from any and all previous attorney(s) which were represented by the Corporation in the following matter: It is the Corporation's understanding that, to the extent provided by law, such information shall be deemed confidential. \_\_\_\_\_, CORPORATION WITNESS By: \_\_\_\_\_ Name: Title:

### PREVIOUS ATTORNEY INTERVIEW FORM

Nam	ne of previous attorney:
Inter	rviewing attorney:
Date	of interview with previous attorney:
Desc	cription of matter or proceeding:
1.	Did attorney represent potential client in the above matter? Yes No
2.	Did the potential client retain any other attorneys, even prior to this previous attorney? Yes No If so, who?
3.	Why was the relationship terminated?
4.	Does the attorney have the file? Yes No If so, will he forward it to you? Yes No If not, did he return it to potential client? Yes No If returned, when?
5.	Are there any fees outstanding? Yes No If so, will attorney elaborate? Yes No Are there any actual or potential fee disputes? Yes No
6.	What was the prior fee arrangement (if attorney will offer)?
7.	Other pertinent information offered by previous attorney regarding the potential client (including potential client's attitude, cooperation, financial problems, etcuse reverse if necessary):
8.	Does the client have any actual or potential claims against this previous attorney? YesNo If yes, ain:

# NEW CLIENT INTERVIEW FORM (To be completed <u>after</u> conflicts screening)

CLIENT'S NAME:
CLIENT'S ADDRESS:
CLIENT'S TELEPHONE NUMBER:
Date of Initial Interview:
Interviewing Attorney:
Matter Description:
If lawsuit, Case Name:
Court:
Proceedings No.: Judge:
Client is Plaintiff Defendant Other
Client's Insurer(s):
Policy No.: Claim No.:
Billing Instructions: Hourly Contingency Flat Fee Monthly Quarterly Annually Semi-Annually On Completion Other
Handling Attorney:
Hourly Rates (if applicable): \$ Responsible Attorney \$ Other Partners \$ Associates \$ Law Clerks
Engagement letter sent on If no engagement letter sent, explain why:
Comments (including any deadlines, closing dates, conferences scheduled, will/probate information, corporate information, special instructions or requests by Client, important dates, etc.):
Conflicts Check conducted on: Attorney's Signature:

### FEE AGREEMENT AND AUTHORITY TO REPRESENT

conna	ction with the following ma	and his/her law firm (here	inafter referred	I to as "Attorney"), as my Attorney to represent	me in
1.	ATTORNEY'S FEES.	As compensation for legal	l services, I ag	ree to pay my Attorney as follows:	
	Contingency	Yes		No	
	expenses as set forth in	Section 2 herein) 6 if settled without suit 6 in the event suit is filed 6 in the event a trial actuall 6 in the event an appeal is fold and agreed that this emp	ly starts filed by any pa loyment is upo	amount recovered before the deduction of cost  rty  on a contingency fee basis, and if no recovery is  Attorney's Fees. (However, I agree to pay all	s made
	and expenses as set fort		dless of wheth	er there is any recovery in this matter. In the ev	
	Hourly FeeNo Advar	nce Deposit	Yes	No	
	\$ per hou itemized Statements for each Statement. If I fail addition to other rights, to Attorney.	r. I agree that time is bille Professional Services Ren I to pay each Statement wit the right to withdraw as m	d in increments dered (includir thin ten (10) da y Attorney bas	per hour and paralegal fees at the rate of s of minutes. Attorney shall provide me was costs and expenses), and I agree to promptly ays of Attorney's request, Attorney shall have, it sed on my failure substantially to fulfill an obligation.	with pay n
		vance Deposit		No	
	I agree to pay \$ per ho	Attorney's Fees at the rate our. I agree that time is bill	of \$ed in incremen	per hour and paralegal fees at the rate of minutes.	
	due upon Attorney's acc Fees and costs and expe to pay Attorney's Fees a Attorney shall provide r expenses). Should the Advance Deposit upon ten (10) days of Attorned days of Attorney's reque	ceptance of this agreement, enses. This deposit shall be and costs and expenses out me with itemized Statemen work performed by my Attorney's request. If I fail by's request, or if I neglect to est, I agree that, pursuant to	which deposite e deposited into of the existing ts for Professio orney exceed the to replenish the to pay Attorney to this agreement	y an initial Advance Deposit of \$	ey's orized lly vithin en (10)
	Flat Fee		Yes	No	
	I agree to pay a flat fee	of \$			
2.	with Attorney's handlin agree to promptly reimb Attorney for any amour following: long distance	g of this matter. Costs and burse Attorney. If an adva at in excess of what is being the telephone charges, photo	expenses shall nce deposit is l g held in trust. copying (\$.25	es, I agree to pay all costs and expenses in con I be billed to me as they are incurred, and I here being held by Attorney, I agree to promptly rei These costs may include (but are not limited to per page), postage, facsimile costs, Federal Expenses and service fees, travel expenses and	eby mburso o) the
	Advance required	Yes		No	
	Lagree to advance \$	for costs :	and expenses v	which amount shall be deposited in Attorney's t	ruet

account and shall be applied to costs and expenses as they accrue. Should this advance be exhausted, I agree to replenish the advance promptly upon Attorney's request. If I fail to replenish the advance within ten (10) days of Attorney's request, Attorney shall have, in addition to other rights, the right to withdraw as my Attorney.

- 3. **INTEREST; ATTORNEY'S FEE FOR ENFORCEMENT.** If any Attorney's fees or costs and expenses are not paid within ten (10) days of Attorney's mailing of statement to me, I agree to pay interest thereafter on any balance due at the rate of twelve percent (12%) per annum. I further agree to pay the reasonable attorney's fee of any attorney employed by Attorney to seek enforcement of this agreement.
- 4. NO GUARANTEE. I acknowledge that my Attorney has made no promise or guarantee regarding the outcome of my legal matter. In fact, Attorney has advised me that litigation in general is risky, can take a long time, can be very costly, and can be very frustrating. I further acknowledge that my Attorney shall have the right to cancel this agreement and withdraw from this matter if, in Attorney's professional opinion, the matter does not have merit, I do not have a reasonably good possibility of recovery, and/or I refuse to follow the recommendations of Attorney, and/or I fail to abide by the terms of this agreement, and/or if Attorney's continued representation would result in a violation of the Rules of Professional Conduct.
- 5. STATUTORY ATTORNEY'S FEES. In the event of recovery under the provisions of the Longshore and Harbor Workers' Compensation Act, or under Louisiana Worker's Compensation laws, or under any other laws which specify attorney's fees to be paid, then the Attorney's Fees shall be paid in accordance with the maximum allowed by law.
- **6. CONSENT TO SETTLEMENT.** Neither Attorney nor Client may, without the prior written consent of the other, settle, compromise, release, discontinue or otherwise dispose of this matter, claim or lawsuit.
- **PRIVILEGE.** I agree and understand that this contract is intended to and does hereby assign, transfer, set over and deliver unto Attorney as his/her fee for representation of me in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions of Louisiana Revised Statute 37:218, and that Attorney shall have the privilege afforded by Louisiana Revised Statute 9:5001.
- **8. ALTERNATIVE DISPUTE RESOLUTION.** If a dispute arises out of or relates to this engagement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules or any other state certified mediator selected by the parties before resorting to arbitration, litigation, or some other dispute resolution procedure.

9.	ADDITIONAL TERMS. Attorney and Client	agree to the following additi	onal terms:	
10.	<b>ENTIRE AGREEMENT.</b> I have read this agr conditions set forth herein. I acknowledge that and Client. This agreement may not be amende and Client.	there are no other terms or or	ral agreements existing	between Attorney
	This agreement is executed by me, the under	signed Client, on this	day of	, 19
		CLIENT		
		Name:		
The fo	regoing agreement is hereby accepted on this _	day of	, 19	·
		ATTORNEY		

#### SAMPLE ENGAGEMENT LETTER

June 20, 20--

Mr. John J. Client 123 Main Street Anytown, Louisiana 45678

RE: File Subject or Matter Description

Our file: 1122-333

Dear Mr. Client:

We enjoyed meeting with you yesterday concerning our representation of you in the claim against Mr. Smith for breach of contract. Our firm has completed the conflict of interest search on the parties involved in the matter: John Smith, Bill White, and Ben Franklin. No conflict has been found at this time, so we will be able to accept this matter. We will prepare appropriate pleadings promptly to protect your rights, and we will conduct further investigation so that we can best advise you on how to proceed with this action. Our engagement will be limited to the claim against Mr. Smith for breach of contract.

We have received and reviewed the following documents:

- contract dated 5/1/90
- Act of Sale dated 7/3/85
- letter dated 8/3/93

Enclosure: Schedule

If there are any other documents that relate to the matter, please send them as soon as possible.

Although other members of this firm, including associates and paralegals, will work on various aspects of your case from time to time, I will be the attorney primarily responsible for this matter. Our services are billed on an hourly basis at the rates specified on the attached schedule. These rates are subject to change from time to time but only after you are notified and we have had the opportunity to discuss the change with you, if you so request. In addition to fees, there will be charges for all costs advanced and expenses incurred on your behalf. At this time, we foresee possible costs associated with investigation, filing fees, service of process, deposition expenses, travel expenses, photocopies, long distance telephone calls, and expert witness fees. We will send you monthly-itemized statements, payment of which is due upon receipt. Please contact our office manager if you would like to make other arrangements for payment.

We intend to provide you with periodic status reports; and we will specifically request settlement authority from you before we agree to any settlement of your case. If you should have any questions regarding the status of your case, please contact me directly, or feel free to contact my paralegal, Sue Smart, at any time. Sue also keeps a docket calendar and should be able to answer any status questions which you may have. Finally, it is our firm policy to forward copies of all correspondence and memoranda relating to your case to you for your own personal file. At the termination of your case, a copy of your entire file shall be returned to you, including all original documents tendered by you, as well as any other items which cannot be copied (i.e., exhibits, etc.) The cost of copying your file shall be borne by you.

If a dispute arises out of or relates to this engagement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules or any other state certified mediator selected by the parties before resorting to arbitration, litigation, or some other dispute resolution procedure.

We appreciate the opportunity to be of service to you, and we look forward to an excellent working relationship with you.

Very truly yours,

JUSTICE, WISDOM AND RIGHTEOUS

Joseph J. Justice

Partner

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#### SAMPLE NONENGAGEMENT LETTER

June 20, 20--

Mr. John J. Nonclient 123 Main Street Anytown, Louisiana 45678

RE: Telephone Conference on June 19, 20--

Potential Personal Injury Claims

against Mr. Smith

Dear Mr. Nonclient:

We enjoyed talking with you yesterday regarding your potential personal injury claims against Mr. Smith. As we discussed, we have a potential conflict of interest in that our firm represents Mr. Smith's company, Global Widgets, Inc., in several contract matters. Although we did not discuss the particulars of your potential claims, it does not appear to be appropriate under ethical rules for our firm to represent you. We must therefore decline to represent you. Under these circumstances, you should consult other counsel immediately to determine your rights and interests. Keep in mind that you may be facing important deadlines, so you should not delay in contacting other counsel.

Thank you for offering us this engagement, and we trust that you understand our position. If we may be of service to you in other matters in the future, we hope you will contact us then.

Very truly yours,

JUSTICE, WISDOM AND RIGHTEOUS

Joseph J. Justice Partner

### SAMPLE DISENGAGEMENT LETTER

June 20, 20--

Mr. A. Former Client 123 Main Street Anytown, Louisiana 45678

> RE: File Subject or Matter Description Calcasieu Parish, Louisiana

Dear Mr. Client:

Thank you for allowing us to be of service to you in the above-captioned matter. As you know, the joining of A.B. Sea, Inc. in your lawsuit has created a conflict of interest for our firm; and, therefore, we must withdraw from representation of you at this time.

We are enclosing your entire file with this letter, as well as a check in the amount of \$750.00 representing a refund to you of the amount of the advance deposit which has not been earned. You should contact other counsel immediately to further pursue (and protect) your interests in this matter. Your new counsel should have adequate time to serve your best interests, and you should provide said counsel with your file for necessary review. A complete status of the matter with deadlines noted is attached.

We are enclosing a copy of this letter for your signature, along with a self-addressed, stamped envelope so that we can be sure that you have received this letter, the check, and your file. Again, we apologize for any inconvenience this may have caused you.

Very truly yours,
JUSTICE, WISDOM AND RIGHTEOUS
Joseph J. Justice Partner

Enc.

[CAVEAT: Make sure any withdrawal/termination is in compliance with Rule 1.16 of the Rules of Professional Conduct]

### CLIENT ACTIVITY LETTER

June 20, 20--

CLIENT'S	NAME
CLIENT'S	<b>ADDRESS</b>

Enclosures

RE:	File Subject or Matter Description Our File	
Dear Mr. Cli	ient:	
Enclo	osed please find copies of the following:	
2	; ; and 	
Pleas	se note the following:	
F F S S N H	We are sending this to you for your informatime. Review the enclosed and call me if you had Review the enclosed and call me after you enclosed with you. Sign on the designated signature blanks and Sign on the designated signature blanks be return same to me (please note that the note Note your comments on the enclosed and all Have reviewed by all appropriate parties a Forward copies of the documents requested to should have any questions, please don't	ve any questions or comments. r review; I would like to discuss the ad return same to me. afore a notary and two witnesses, and tary may not be a witness). return same to me. and call me to discuss. d so that we may proceed accordingly.
	Very	truly yours,
	JUST	ΓΙCE, WISDOM AND RIGHTEOUS
	Jose <sub>j</sub> Partr	ph J. Justice ner

### SAMPLE LETTER TO CLIENT UPON CONCLUSION OF LEGAL REPRESENTATION OF A MATTER

June 20, 20--

Mr. John J. Client 123 Main Street Anytown, Louisiana 45678

RE: File Subject or Matter Description, Our File: 1122-333

Dear John,

[Win]

We are pleased to report to you that all claims against you in the above-captioned proceeding have been dismissed as a result of a jury trial, and all legal delays have expired with no further action being taken by opposing counsel. In fact, opposing counsel has confirmed to me in writing that his client has decided not to pursue the matter further, and a copy of that letter is enclosed for your file.

-or-

[Loss]

Inasmuch as you have decided not to appeal the judge's decision in the captioned legal proceeding, it appears as though our representation of you in this matter has come to an end. I am glad that you fully understand the court's decision and that you will put this matter behind you and move on to other important things in your life.

Since our representation of you has now concluded, we are returning to you the following documents from our file:

- 1. Original insurance policy with XYZ Insurance Company, Policy No. 123-5555;
- 2. Multiple original of the Act of Cash Sale of your home at 123 Main Street;
- 3. Original title insurance policy issued by Home Trust Title Insurance Company, Policy No. 00-6789; and
- 4. Copy of the abstract for your property dated May 3, 1996, prepared by Goodsearch, Inc.

To acknowledge your receipt of these documents, please sign the enclosed copy of this letter and return it to us. These documents are originals and should be kept in a safe place for future reference.

As the matter is now concluded, we are also enclosing our final detailed statement for services rendered. We trust that you will find everything to be in order. Thank you for entrusting this legal matter to us; and we look forward to having the opportunity to be of service to you in the future.

	very truly yours,
Received and reviewed:	JUSTICE, WISDOM AND RIGHTEOUS
A. Former Client	Joseph J. Justice Partner
Enc.	1 artifer

### **DEPOSITION CHECKLIST**

	Client Na	me:
	File Subje	ect:
	Billing N	umber:
D	ate & Initial	s:
_	1.	Arrange convenient date for deposition with opposing counsel/witness/client
_	2.	Prepare a notice of deposition
_	3.	Mail notice of deposition to opposing attorney(s) and/or file in court in accordance with court rules
_	4.	Arrange for a court reporter
		Name: Contact Person: Date of confirmation:
_	5.	Mail copy of deposition notice to court reporter
_	6.	Confirm with other attorneys by telephone two working days prior to deposition
_	7.	Remind client at least two working days prior to deposition (if client expressed an interest in attending).
_	8.	Prepare for the deposition
_	9.	After deposition, follow-up with court reporter to receive transcript  Received on
_	10.	Pay court reporter
_	11.	Review/summarize deposition and prepare extracts for trial

THIS FORM IS INFORMATIONAL ONLY AND IS NOT TO BE CONSTRUED AS LEGAL ADVICE, NOR IS IT INCLUSIVE OF EVERY LEGAL DETAIL THAT MAY BE INVOLVED IN THE HANDLING OF INDIVIDUAL LEGAL MATTERS. IT IS RECOMMENDED THAT INDEPENDENT LEGAL RESEARCH BE CONDUCTED IN EVERY LEGAL MATTER, AND THAT FORMS BE TAILORED, MODIFIED AND CAREFULLY PROOFREAD FOR EACH RESPECTIVE MATTER.

### TRIAL CHECKLIST

Client Name:	Case Name:
File Subject:	
Billing Number:	
Telephone Status Conference Date	
Pre-Trial Conference Date	
Trial Date	
Pre-Trial Order Due	
Jury Instructions Due	
Jury Interrogatories Due	
Motion Deadline	
Expert Report Exchange Deadline	
Discovery Deadline	
Witness List Deadline	
Exhibit List Deadline	
Subpoena Deadline ( days prior to trial)	
<u>TO DO</u>	
Prepare trial outline	
Research	
Trial Folders/Notebook	
Assemble and label exhibits	
Prepare visual displays	
Prepare direct examination	
Prepare cross examination	
Interview witnesses (attach separate list of names/dates)	
Subpoena witnesses	
Prepare Motions in Limine	
Prepare Voir Dire	
Prepare jury instructions	
Prepare jury interrogatories	
Prepare verdict form	
Prepare opening statement	
Prepare Motion for Directed Verdict (other motions)	
Prepare closing argument	

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# SUCCESSION INFORMATION CHECKLIST

(Please answer all questions as completely as possible)

DATE:
Client Name:
File Subject:
Billing Number:
YOUR NAME:
Telephone Number:
DECEDENT
FULL NAME:
SOCIAL SECURITY #:
PLACE OF DEATH:
DATE OF DEATH:
DEATH CERTIFICATE (attach copy):
DOMICILE AT THE TIME OF DEATH (Address, Parish and State):
DID DECEDENT HAVE A WILL?
HEIRS
List all heirs (include social security numbers, full names, addresses, relationship to decedent, marital status, whether living or deceased) (if deceased, date of death and full names of all children)
(Use reverse if necessary)
(Use reverse if necessary)

#### DECEDENT'S MARRIAGE(S) AND CHILDREN

Was decedent married at the time of death?
Full name of spouse:
Was decedent preceded in death by a spouse?NoYes Name of spouse:
Children of the marriage (full names and addresses):
Any deceased children? (Please list full name(s) and date(s) of death)
Other children (adoptions of/by; illegitimate; etc.):
Was decedent married any other times?  (If so, use the reverse to list marriages, dates, end in death or divorce?, number of children of the marriage(s), any deceased children, dates of death, other children (adoptive, illegitimate, etc.))  ASSETS
List all Community property and valuations as of the time of death (attach legal descriptions of all property, mortgage balances at the time of death, account numbers for bank accounts and other cash accounts, location and number of safety deposit box, VIN numbers for vehicles, stocks/bonds information, retirement account information, IRA information, appraisals, market valuations using comparables in the area, etc.) BE AS SPECIFIC AS POSSIBLE.

List all Separate property
DEBTS
Funeral expenses:
Medical expenses of the last illness:
Other debts:
Mortgages on real estate:
(Attach copies of receipts or statements)

# **Real Estate General Checklist**

Name:		Tele. No.:	
Address:			
Client Contract	signed on	_; Engagement letter sent on	
<b>Property Inform</b>	mation		
Property Descrip	ption (including parish):		
Realtors: Listing Co.:		Selling Co.:	
Tele. No.:		Tele. No.:	
Agent:		Agent:	
Commission: _		Commission:	
Purchase Agreen	ment: Yes (attach copy)	No (Why not? Use reverse)	
Specific require	ments as per Purchase Agreement:		
Purchase Price:		Finance Amount:	
Lender Name: _		Contact Person:	
Tele. No.:		Closing Instructions received on (Attach copy of instructions)	
Closing Deadlin	ne:	Extensions? Yes (attach) No	
Buyer Informa	tion		
Name(s):	Soc. Sec. #:	Soc. Sec. #:	
Marital Status: (Attach divorce	decrees if any)		
Address: Tele. No.: (List other parties' names/addresses/tele. no.'s/SSN's on reverse if necessary)			
Seller Informat	tion		
Name(s):	Soc. Sec. #:	Soc. Sec. #:	
Marital Status:	ZA.: 1 P		
	(Attach divorce decrees if any)		
Address:(List other partie	Tele. No.: ties' names/addresses/tele. no.'s/SSN's on reverse if necessary)		

#### **Insurance Information**

Homeowner's:	Agent:		
Premium:	Paid at closing? Yes No		
Flood:	Agent:		
Premium:	Paid at closing? Yes No		
Title Insurance Company:			
Owners' Policy Lender's Policy Prem	nium:		
Commitment issued on	(Attach copy)		
Survey			
Company:	Tele. No.:		
Ordered on:	Fee: Paid at closing?		
Abstract			
Company:	Tele. No.:		
Ordered on:	Fee: Paid at closing? _		
Closing Costs			
Payoffs:	to		
	to		
(Obtain written payoff statements with instructions)			
Survey: Title Ins. Premium:	Taxes: (/day)		
Certificates: Seller pays Buye	er pays		
Documentary Transaction Tax:	Commissions:		
Document Preparation Fee paid by			
Notary Fee paid by	Filing Fee paid by		
Termite Inspection Fee paid by			
Other costs:	paid by paid by		
Estimated closing costs: Seller	Buyer		

AND CAREFULLY PROOFREAD FOR EACH RESPECTIVE MATTER.

# **Real Estate Pre-Closing Checklist**

Client Name: File Subject:			
Billing Number:			
Complete Real Estate Gene Send engagement letter to coorder Mortgage, Conveyan Obtain written payoff stater Order abstract Order survey Order title insurance Confirm homeowner's and Obtain copy of Purchase Ag Obtain extension of Purchase Obtain lending institution's Obtain copies of divorce de Obtain copies of succession Obtain copies of restrictions Obtain copy of termite certi Prepare corporate resolution Prepare powers of attorney, Confirm date/time/place of Confirm date/time/place of Confirm date/time/place of Prepare Act of Sale Prepare mortgage document Follow-up on purchase agree	client ce, Tax and Paving Certificate flood insurance greement se Agreement closing instructions crees, if any documents, if any s/encumbrances ificate ns, if any closing with buyers/attorn closing with sellers/attorn closing with lender closing with realtors tation and note	neys	
Other:	NOTES		
Completed by	on		
(Attorney	name)	(Date)	

#### Place in file on left-hand side

# **Real Estate Closing Checklist**

Client Name: File Subject: Billing Number:
Disclose to all parties whom you represent (buyer, seller, lender) Obtain and review corporate resolutions, if any Obtain and review powers of attorney, if any Obtain copies of buyers' drivers' licenses Obtain copies of sellers' drivers' licenses Obtain deposit from realtors (have check endorsed) Obtain necessary waivers from parties (certificates, survey, title ins.) Review lending institution's closing instructions Review purchase agreement requirements with all parties Place termite certificate in file Place divorce/succession documents in file Review HUD/settlement statement with all parties Review Act of Sale with all parties Review mortgage documentation with buyers Review survey with parties Review encumbrances with parties Address questions of parties Act of Sale executed, witnessed and notarized Declaration of Paraphernality executed, witnessed, and notarized Inchoate lien affidavit executed Mortgage documentation executed, witnessed and notarized Disburse checks as per HUD/settlement statement Other:
NOTES
Completed by on
(Attorney name) (Date)

# **Real Estate Post-Closing Checklist**

Client Name: File Subject: Billing Number:		
Attach survey/powers of attorne Have certificates updated, signe Record all acts with mortgage at Obtain date-stamped copies of a Deliver copy of act of sale to ass Obtain recordation information Forward recordation information Forward recordation information Forward recordation information Forward other required documen Pay documentary transaction tax Obtain title policy, review and formation Issue opinion, if any (place copy Review outstanding costs and properties appropriate tax information Send disengagement letter to cli Close file and place in storage Other:	ed, annexed to act of saind conveyance offices, acts and place in file sessor's office, if required and place in file in to Seller in to Buyer in to lending institution into the lending institution into the lending institution in the second to buyer/lender y in file) in with the IRS ient	le (copies in file) , parish ired on in file)
	NOTES	
Completed by(Attorney name)	on	(Date)

# CHECKLIST OF INFORMATION FROM SECRETARY OF STATE (Telephone # 225/925-4704)

Client Name:  File Subject:  Billing Number:	Web site for La. Secretary of State: Home page: <a href="http://www.sec.state.la.us">http://www.sec.state.la.us</a> Date base search: <a href="http://www.sec.state.la.us/crpinq.htm">http://www.sec.state.la.us/crpinq.htm</a>
DATE:	
NAME OF CORPORATION:	
ADDRESS:	
TYPES OF CORPORATION: FOREIGN	N or DOMESTIC (Circle One)
REGISTERED OFFICE:	
PRINCIPAL PLACE OF BUSINESS:	
REGISTERED AGENT:	
DIRECTOR:	<u>.</u>
OFFICERS:	
President:	
Vice President:	
Secretary:	
Treasurer:	
IN GOOD STANDING?	
DATE OF LAST ANNUAL REPORT:	
INCORPORATED ON:	

TO DO	TO CALL	TO WAIT

#### GILSBAR BOND SERVICES

Types of bonds Gilsbar can provide:

- Contract Bonds -- General Contractors, Subcontractors, Developers, Environmental Construction, Specialty Trades
- Court and Probate -- Jury Cost, Appeal, Supersedeas, Injunction & TRO, Attachment, Administrator, Executor, Guardian, Curator, Tutor and many others
- Employee Dishonesty Bonds
- ERISA Fidelity
- Fiduciary Liability
- Financial Institutions
- License & Permit
- Financial Guarantee
- Public Official

When you need any type of bond, here are the steps:

1. Call or fax a request to the Gilsbar Bond Division.

(504) 892-3520 or (800)445-7227

Bill Rhodes, Bond Director, Ext. 814 Linda Miller, Bond Administrator, Ext. 520

Fax: (504) 898-1761

E-mail: bonds@gilsbar.com or brhodes@gilsbar.com

Web site: www.gilsbar.com

- 2. Complete Section 1 of the Multi-Purpose Bond Application.
- 3. Complete either 2, 3, 4, 5, or 6 of the Multi-Purpose Bond Application. The type of bond required will determine the section you complete. These sections give us the specific information of the case:

Who needs the bond - the principal

To whom is the bond being given - the obligee

Type of Bond

General description of the situation creating the need for the bond

Amount of bond

Date bond must be filed

Name of attorney handling case if a Court or Probate Bond

With this basic information, we will advise you of any additional information needed to complete the underwriting of the bond.

FOR SAMPLE BOND FORMS, CALL NUMBER ABOVE.

#### SEE "PAPER" PACKET FOR SAMPLES OF THE FOLLOWING:

# PROFESSIONAL LIABILITY INSURANCE APPLICATION MULTI-PURPOSE BOND APPLICATION MAJOR MEDICAL PLAN FIRM APPLICATION MAJOR MEDICAL INSURANCE APPLICATION LIFE INSURANCE APPLICATION DISABILITY INCOME APPLICATION

CHECK OUR WEB SITE FOR MORE INFORMATION: www.gilsbar.com