Make One Call For All of Your Insurance Needs!
1-800-Gilsbar
www.gilsbar.com

- Malpractice Insurance
- Business Office Insurance for general liability, property and contents, with additional coverages including computer software/hardware, fine arts, non-owned and hired car liability
- Workers Compensation
- Employee Dishonesty Coverage
- Court Bonds including jury cost, appellate, supersedeas, admiralty and probate
- ERISA Liability including fiduciary liability insurance, employee benefits liability insurance and fidelity bonds
- Group Dental Insurance
- Health Insurance for individuals, groups and self-funded plans
- Long Term Disability and Life Insurance
- Financial planning, investment services and retirement planning
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!

FORMS DISCLAIMER

Any forms provided to Louisiana practitioners or staff members by Professional Liability Loss Prevention Counsel are informational only, shall not constitute legal advice, and are provided in conjunction with loss prevention activities. Practitioners may use the forms, or variations of the forms, for their personal benefit only; and Professional Liability Loss Prevention Counsel, the Louisiana State Bar Association and Gilsbar, Inc. shall not be responsible or liable to any practitioner or staff member for the use or content of these forms or variations of these forms. These forms are samples and suggestions only; and many circumstances, issues, and laws may require variations of the forms to be made. Professional Liability Loss Prevention Counsel and Gilsbar, Inc. have reserved copyright and all other rights with respect to the forms provided to Louisiana practitioners and staff members.

(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:

<table>
<thead>
<tr>
<th>Client Name</th>
<th>File folder</th>
</tr>
</thead>
<tbody>
<tr>
<td>File Subject</td>
<td></td>
</tr>
<tr>
<td>File Contents</td>
<td>Billing #</td>
</tr>
</tbody>
</table>

Sample File Label:

<table>
<thead>
<tr>
<th>Smith, John</th>
<th>1 of 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Divorce</td>
<td></td>
</tr>
<tr>
<td>Pleadings</td>
<td>1776-1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Smith, John</th>
<th>2 of 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Divorce</td>
<td></td>
</tr>
<tr>
<td>Corres.</td>
<td>1776-1</td>
</tr>
</tbody>
</table>
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 Document removed: ____________________________________________

__________________________________________________________________________

Is Document an original? _____ Yes _____ No

Date Removed: ____________________________

Person Removing: _________________________

Removed to: ______________________________

Comments: ______________________________

__________________________________________________________________________

FILE REMOVAL RECEIPT
[Place one copy of this in file folder]

File Folder Label:

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)

<table>
<thead>
<tr>
<th>FILE NO.</th>
<th>ATTY.</th>
<th>DOCUMENT RECEIVED</th>
<th>DATE REC'D</th>
<th>ACTION REQUIRED</th>
<th>DEADLINE</th>
<th>ACTUAL DEADLINE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Each attorney is responsible for providing the record-keeper with information to be recorded on this master docket control record when the deadline or event is first set. This record is to be updated daily, and the designated record-keeper is to disseminate a copy of this record to each attorney and each attorney's secretary every Monday. If Monday falls on a holiday, copies of this record are to be disseminated on the following Tuesday. This record is strictly confidential.

Record keeper: ___________________________________________ Date of last update: __________________________

4
NEW CLIENT/MATTER REQUEST FORM

DATE: ________________
Prepared by ______________________________________________________

Return File to ______________________________________________________

BILLING INFORMATION

CLIENT NUMBER: _____________ (If existing client, put number)

MATTER NUMBER: _____________ (If a specific matter number is not requested, the next number will be used).

CLIENT NAME: ______________________________________________________

ADDRESS: __________________________________________________________
PHONE: Work: (____) ________________________________________________
FAX: (____) _________________________________________________________
Home: (____)

MATTER DESCRIPTION: ______________________________________________ (i.e., description for bill)

ORIGINATING ATTY: _____________ BILLING ATTY: _____________

PRACTICE CLASS: (circle one) BILLING AGREEMENT: (circle one)
01 Real Estate S = Standard Hourly Rates
02 Title Insurance A = Agreed upon Rates
03 Domestic Relations ______________
04 General Litigation – (non-contingent) F = Flat Fee $
05 Contingent Litigation – (personal injury)
06 Securities Litigation – (non-contingent)
07 Wills and Estate Planning
08 Successions
09 General Business
10 Miscellaneous
11 Office Management
12 N/B – Family, Staff, Pro-bono
13 Collections
14 Contingent Litigation – (business & other)
15 Condominiums – Hourly
16 Bankruptcy

REM ARKS ________________________________

FILING INFORMATION

FILE NUMBER: ________ (Unless a specific number is requested, the next number will be used.)

FILE LABEL: CLIENT NAME: ______________________________________________
FILE SUBJECT: _________________________________________________________
FILE CONTENTS: _________________________________________________________

ATTY. RESP.: ________ FILE LOCATION: ________ FILE STATUS: ________

CROSS INDEX(es): _______________________________________________________

FILE FOLDER OPTIONS (please check one)

________ Regular Fastener Folder
________ Accordion Folder
________ Top Bound Folder
________ 6-part Red Fastener Folder
________ Green Fastener Folder (1” expanding)
________ Legal Regular Folder (non-fastener)
4-part Green Fastener Folder  Labels Only (how many? ___)
NEW FILE FOLDER/CHANGE FILE FOLDER REQUEST FORM

ROUTE TO: ___________________ Computer Input Operator Prepared By: ___________

DATE: ______________________ Return File To: ____________

CHECK ONE:

☐ Add New File Folder

☐ Change File Number __________, as follows:

File Number: ____________________________________________________________

Client Name: ___________________________________________________________

File Subject: ___________________________________________________________

File Contents: __________________________________________________________

Atty. Resp.: ____________________________________________________________

File Location: __________________________________________________________

File Status: (circle one) Active Inactive Transfer

Billing Number: _________________________________________________________

Cross Index(es): ________________________________________________________

FILE FOLDER OPTIONS

PLEASE CHECK ONE:

_____ Regular Fastener Folder

_____ Accordion Folder

_____ Top Bound Folder

_____ 4-part Green Fastener Folder

_____ 6-part Red Fastener Folder

_____ Green Fastener Folder (1” expanding)

_____ Legal Regular Folder (non-fastener)

_____ Label(s) Only (how many? ________)
CHECKLIST FOR OPENING AND CLOSING FILES

Client Name:____________________
File Subject:_____________________
Billing Number:__________________

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 ____________________________
2. Attorney closing _________________________
3. Refund requested from Clerk's office $_____________________
4. Reconcile client trust account monies
5. Return money to client $ __________ Date returned: ________________
6. Withdraw money, if necessary, to pay bill $ _______________________
7. Remove ledger card and client trust card if $0.00 balance
8. Judgment recorded in MOB __________________________ Parish(es)
9. If money judgment not paid, do tickler to file suit to revive judgment
10. Motion to Withdraw, if necessary
11. 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
14. Letter sent to client confirming conclusion of representation
15. Matter Termination Record completed and in file
16. 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)    (W)    (Cell)
Fax Number:

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:

   _____ Weekly
   _____ Biweekly
   _____ Monthly
   _____ Quarterly
   _____ Whenever important events occur

DATE SENT

First Report Letter Sent

______________________________________________
______________________________________________
______________________________________________

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

<table>
<thead>
<tr>
<th>Client Name:</th>
<th>File Subject:</th>
<th>Billing Number:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DOCUMENT RECEIVED</th>
<th>DATE REC'D</th>
<th>ACTION TO BE TAKEN</th>
<th>DEADLINE</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>
**INDEX OF PLEADINGS**

<table>
<thead>
<tr>
<th>TAB NO.</th>
<th>DATE FILED</th>
<th>DESCRIPTION</th>
<th>FILED BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
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<td>4</td>
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<td></td>
<td></td>
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<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Example of completed index of pleadings:

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

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

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

Date:______________________

File Label:______________________

Client Name:______________________

File Subject:______________________

File Contents:______________________

Billing Number:______________________

Closing Attorney: _______________________

Items in the Public Record: Recordation Information:

   _____ Act of Sale
   _____ Mortgage
   _____ Judgment
   _____ Lien
   _____ Other

Items Returned/Sent to Client:

   Description:  Method of Delivery:  Date Acknowledgment Signed by Client:

   ____________________________  ____________________________  ____________________________

   ____________________________  ____________________________  ____________________________

Items Retained by the Firm:

   ____________________________

Items Destroyed:

   ____________________________

(Attach additional sheets to list items, if necessary)

Termination letter sent to the client on: ____________________________

Comments: ____________________________

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)

POTENTIAL CLIENT: ___________________________ Date: ___________

NOTE: Confine the discussion to public facts at this point to avoid conflicting the firm out of another matter by learning confidential information in this potential client interview.

1. Why did the potential client contact our firm? __________________________

2. Was the client referred to the firm by someone? _____ Yes _____ No
If so, by whom? __________________________

3. Is potential client's matter a new matter or a continuation of a case, business deal or transaction already in progress? __________________________

4. Nature of case and dollar amount involved: __________________________

5. Prescription problem? __________________________

6. Opposing parties: __________________________

7. Opposing counsel: __________________________

8. If not a new matter, who previously represented the potential client?
__________________________

9. Why did the potential client change lawyers? __________________________

10. 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 declined immediately, and a non-engagement letter shall be sent. If the potential client agrees to sign, have him/her sign the firm's AUTHORIZATION TO OBTAIN INFORMATION prior to formal acceptance of representation).

11. 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 in the public record prior to accepting representation).

12. If the matter is a new matter, is there a likelihood that the new matter will be a one-time-only deal with no potential future relationship? _____ Yes _____ No
13. Is there a likelihood that the new matter might preclude the firm's future representation of more desirable clients or work (i.e., conflicted out of future work)?

_____ Yes  _____ No

14. Has the potential client been involved in prior litigation? (i.e., is the potential client unduly litigious?)  _____ Yes  _____ No

( NOTE: Have paralegal or assistant review court records if suspicious).

15. Does the potential client appear to understand how the legal system works?

_____ Yes  _____ No

16. Will the potential client provide references?  _____ Yes  _____ No

________________________________________________________________________

(include telephone numbers)

17. Does the potential client appear to understand the fee arrangement?  _____ Yes  _____ No

18. Is there any other information regarding this potential client that would assist the firm in deciding whether or not to accept representation thereof?

________________________________________________________________________

________________________________________________________________________

CONFLICTS SEARCH FORM completed on ________________________________

AUTHORIZATION TO OBTAIN INFORMATION signed on ______________________

PREVIOUS ATTORNEY INTERVIEW FORM completed on ______________________

Signatures of three attorneys who authorize acceptance of representation:

_________________________________  ____________________________  _______________________
Name:  Name:  Name:
________________________  ____________________________  _______________________
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 non-privileged 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.**

<table>
<thead>
<tr>
<th>General</th>
<th>Full name, maiden name, prior names used</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Spouse name</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Litigation</th>
<th>Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Plaintiff(s)</td>
</tr>
<tr>
<td></td>
<td>Defendant(s)</td>
</tr>
<tr>
<td></td>
<td>Insurer</td>
</tr>
<tr>
<td></td>
<td>Tutor/Minor</td>
</tr>
<tr>
<td></td>
<td>Spouse</td>
</tr>
<tr>
<td></td>
<td>Expert Witness(es)</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Probate</th>
<th>Deceased</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Spouse/Children/Heirs/Legatees</td>
</tr>
<tr>
<td></td>
<td>Succession Representative/Administrator</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Divorce</th>
<th>Client</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Spouse</td>
</tr>
<tr>
<td></td>
<td>Children</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Workers</th>
<th>Injured Worker</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compensation</td>
<td>Employer</td>
</tr>
<tr>
<td></td>
<td>Insurer</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Corporate/ Business</th>
<th>Owner(s)/Spouse(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real Estate</td>
<td>Buyer(s)</td>
</tr>
<tr>
<td></td>
<td>Partner(s)</td>
</tr>
<tr>
<td></td>
<td>Seller(s)</td>
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<tr>
<td></td>
<td>Officer(s)</td>
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<td></td>
<td>Directors</td>
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<tr>
<td></td>
<td>Shareholder(s)</td>
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<tr>
<td></td>
<td>Subsidiaries/Affiliates</td>
</tr>
<tr>
<td></td>
<td>Key employees</td>
</tr>
<tr>
<td></td>
<td>Property address</td>
</tr>
<tr>
<td></td>
<td>Any opposing party in a transaction</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Estate Planning</th>
<th>Testator/Testatrix</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Spouse/Children/Heirs/Legatees</td>
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<tr>
<td></td>
<td>Trustee</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Criminal</th>
<th>Client</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Victim(s)</td>
</tr>
<tr>
<td></td>
<td>Witness(es)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bankruptcy</th>
<th>Client</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Creditors</td>
</tr>
<tr>
<td></td>
<td>Spouse</td>
</tr>
</tbody>
</table>

| Clients You Have      | Person You Declined to Represent         |
| Declined to           | Adverse Parties, if known                |
Represent
Conflicts Search Form

This Form was filled out by: ________________________________

Potential Client
Last               First               Middle

Potential Client – Other names (maiden, prior names)

спouse Name
Last               First               Middle

Spouse Name – Other Names (Maiden, prior names)

Area of Law of Legal Matter

Associated Persons/Entities:

<table>
<thead>
<tr>
<th>Last</th>
<th>First</th>
<th>Middle</th>
<th>Other Names</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Results of Search:

Conflict System Search Done by ________________________________

<table>
<thead>
<tr>
<th>Name</th>
<th>File #</th>
<th>Relationship to Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Instructions:

☐ Duplicate of this form routed to and Conflicts Search Results Memo signed by all attorneys and employees
☐ No conflict found; entered as new client into conflict system
☐ Conflict found, analyzed, client accepted (explain reasons) ________________________________
☐ Conflict found, non-engagement letter to be sent by ________________________________
Conflicts Search Results Memo

Deadline: _________________________________

Please review the attached Conflicts Search Form and answer the following questions:

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 details below:
________________________________________________________________________
________________________________________________________________________

Signature of Attorney/Staff: ____________________________  Date: __________
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.

WITNESS

_____________________________ By: _____________________________

Name: _____________________________

Title: ______________________________

Date: ______________________________
**PREVIOUS ATTORNEY INTERVIEW FORM**

Name of potential client: ______________________________________________________

Name of previous attorney:   ____________________________________________________

Interviewing attorney:  ______________________________________________________

Date of interview with previous attorney:  ________________________________________

Description of matter or proceeding:  ______________________________________________

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Did attorney represent potential client in the above matter?</td>
<td></td>
</tr>
<tr>
<td>2. Did the potential client retain any other attorneys, even prior to</td>
<td></td>
</tr>
<tr>
<td>this previous attorney?</td>
<td></td>
</tr>
<tr>
<td>3. Why was the relationship terminated?</td>
<td></td>
</tr>
<tr>
<td>4. Does the attorney have the file?</td>
<td></td>
</tr>
<tr>
<td>5. Are there any fees outstanding?</td>
<td></td>
</tr>
<tr>
<td>6. What was the prior fee arrangement (if attorney will offer)?</td>
<td></td>
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<tr>
<td>7. Other pertinent information offered by previous attorney regarding</td>
<td></td>
</tr>
<tr>
<td>the potential client (including potential client's attitude, cooperation,</td>
<td></td>
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<tr>
<td>financial problems, etc.--use reverse if necessary):</td>
<td></td>
</tr>
<tr>
<td>8. Does the client have any actual or potential claims against this</td>
<td></td>
</tr>
<tr>
<td>previous attorney?</td>
<td></td>
</tr>
</tbody>
</table>

________________________________________________________________________
NEW CLIENT INTERVIEW FORM
(To be completed after 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             $_______ Paralegals
                              $_______ 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

I, the undersigned client (hereinafter referred to as "I", "me" or the "Client"), do hereby retain and employ
_________________________ and his/her law firm (hereinafter referred to as "Attorney"), as my Attorney to represent me in
connection with the following matter:

_________________________________________________________________________________________________

1. ATTORNEY’S FEES. As compensation for legal services, I agree to pay my Attorney as follows:

   Contingency   _______ Yes   _______ No

   (Attorney shall receive the following percentage of the amount recovered before the deduction of costs and expenses as set forth in Section 2 herein)
   _______% if settled without suit
   _______% in the event suit is filed
   _______% in the event a trial actually starts
   _______% in the event an appeal is filed by any party

   It is understood and agreed that this employment is upon a contingency fee basis, and if no recovery is made, I will not be indebted to my Attorney for any sum whatsoever as Attorney’s Fees. (However, I agree to pay all costs and expenses as set forth in Section 2 herein, regardless of whether there is any recovery in this matter. In the event of recovery, costs and expenses shall be paid out of my share of the recovery.)

   Hourly Fee--No Advance Deposit   _______ Yes   _______ No

   I agree to pay Attorney's Fees at the rate of $ ____________ per hour and paralegal fees at the rate of
   $ ____________ per hour. I agree that time is billed in increments of ____ minutes. Attorney shall provide me with
   itemized Statements for Professional Services Rendered (including costs and expenses), and I agree to promptly pay
   each Statement. If I fail to pay each Statement within ten (10) days of Attorney's request, Attorney shall have, in
   addition to other rights, the right to withdraw as my Attorney based on my failure substantially to fulfill an obligation
   to Attorney.

   Hourly Fee--With Advance Deposit   _______ Yes   _______ No

   I agree to pay Attorney's Fees at the rate of $ ____________ per hour and paralegal fees at the rate of
   $ ____________ per hour. I agree that time is billed in increments of ____ minutes.

   It is understood and agreed that I shall pay my Attorney an initial Advance Deposit of $ ____________ due upon Attorney's acceptance of this agreement, which deposit shall be applied toward the payment of Attorney's Fees and costs and expenses. This deposit shall be deposited into Attorney's trust account and Attorney is authorized to pay Attorney's Fees and costs and expenses out of the existing deposit, at least on a monthly basis. Periodically Attorney shall provide me with itemized Statements for Professional Services Rendered (including costs and expenses). Should the work performed by my Attorney exceed the amount held in trust, I agree to replenish the Advance Deposit upon Attorney's request. If I fail to replenish the Advance Deposit each time it is exhausted within ten (10) days of Attorney's request, or if I neglect to pay Attorney's Fees, costs or expenses outstanding within ten (10) days of Attorney's request, I agree that, pursuant to this agreement, Attorney shall have, in addition to other rights, the right to withdraw as my Attorney based on my failure substantially to fulfill an obligation to Attorney.

   Flat Fee   _______ Yes   _______ No

   I agree to pay a flat fee of $ ____________.

2. COSTS AND EXPENSES. In addition to paying Attorney’s Fees, I agree to pay all costs and expenses in connection with Attorney's handling of this matter. Costs and expenses shall be billed to me as they are incurred, and I hereby agree to promptly reimburse Attorney. If an advance deposit is being held by Attorney, I agree to promptly reimburse Attorney for any amount in excess of what is being held in trust. These costs may include (but are not limited to) the following: long distance telephone charges, photocopying ($0.25 per page), postage, facsimile costs, Federal Express charges, deposition fees, expert fees, subpoena costs, court costs, sheriff's and service fees, travel expenses and investigation fees.

   Advance required   _______ Yes   _______ No

   I agree to advance $ ____________ for costs and expenses, which amount shall be deposited in Attorney's trust
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.

7. 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 additional terms:

10. ENTIRE AGREEMENT. I have read this agreement in its entirety and I agree to and understand the terms and conditions set forth herein. I acknowledge that there are no other terms or oral agreements existing between Attorney and Client. This agreement may not be amended or modified in any way without the prior written consent of Attorney and Client.

   This agreement is executed by me, the undersigned Client, on this ________ day of ____________, 19__.

   CLIENT

   _______________________________________________________
   Name:

The foregoing agreement is hereby accepted on this ________ day of _________________________, 19__.

   ATTORNEY
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

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

Enclosure: Schedule
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,

Received and reviewed:     JUSTICE, WISDOM AND RIGHTEOUS

A. Former Client     Joseph J. Justice
Partner

[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 ADDRESS

RE: File Subject or Matter Description
    Our File __________________

Dear Mr. Client:

Enclosed please find copies of the following:

1. ________________;
2. ________________; and
3. ________________.

Please note the following:

___ We are sending this to you for your information only; no action is required at this time.
___ Review the enclosed and call me if you have any questions or comments.
___ Review the enclosed and call me after your review; I would like to discuss the enclosed with you.
___ Sign on the designated signature blanks and return same to me.
___ Sign on the designated signature blanks before a notary and two witnesses, and return same to me (please note that the notary may not be a witness).
___ Note your comments on the enclosed and return same to me.
___ Have reviewed by all appropriate parties and call me to discuss.
___ Forward copies of the documents requested so that we may proceed accordingly.

If you should have any questions, please don't hesitate to give me a call.

Very truly yours,

JUSTICE, WISDOM AND RIGHTEOUS

Joseph J. Justice
Partner

Enclosures
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

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.
DEPOSITION CHECKLIST

Client Name:___________________
File Subject:___________________
Billing Number:_______________

Date & Initials:

_____ 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

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TRIAL CHECKLIST

Client Name: __________________________
File Subject: __________________________
Billing Number: ________________________

Case Name: ________________________
v.

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) ____________________________

TO DO

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)
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? ___No ___Yes   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.

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

34
List all Separate property

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

DEBTS

Funeral expenses:  __________________________________________

Medical expenses of the last illness: ____________________________

________________________________________________________

________________________________________________________

Other debts: ________________________________________________

________________________________________________________

Mortgages on real estate: ____________________________________

________________________________________________________

(Apply copies of receipts or statements)

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Real Estate General Checklist

Client Information
Name: _______________________________  Tele. No.: _______________________________

Address: _______________________________________________________________________

Client Contract signed on ________________; Engagement letter sent on ________________

Property Information

Property Description (including parish): __________________________________________________________________________________________

Realtors:
Listing Co.: _______________________________  Selling Co.: _______________________________

Tele. No.: _______________________________  Tele. No.: _______________________________

Agent: _______________________________  Agent: _______________________________

Commission: _______________________________  Commission: _______________________________

Purchase Agreement:  ____ Yes (attach copy)  ____ No (Why not? Use reverse)

Specific requirements as per Purchase Agreement: _________________________________________________________________________________

Purchase Price: _______________________________  Finance Amount: _______________________________

Lender Name: _______________________________  Contact Person: _______________________________

Tele. No.: _______________________________  Closing Instructions received on ________________

(Attach copy of instructions)

Closing Deadline: _______________________________  Extensions?  ____ Yes (attach)  ____ No

Buyer Information

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 Information

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)
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 ______  Premium: ____________________________
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 ________________  Buyer 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 General Checklist
___ Send engagement letter to client
___ Order Mortgage, Conveyance, Tax and Paving Certificates
___ Obtain written payoff statements with instructions
___ Order abstract
___ Order survey
___ Order title insurance
___ Confirm homeowner’s and flood insurance
___ Obtain copy of Purchase Agreement
___ Obtain extension of Purchase Agreement
___ Obtain lending institution’s closing instructions
___ Obtain copies of divorce decrees, if any
___ Obtain copies of succession documents, if any
___ Obtain copies of restrictions/encumbrances
___ Obtain copy of termite certificate
___ Prepare corporate resolutions, if any
___ Prepare powers of attorney, if any
___ Confirm date/time/place of closing with buyers/attorneys
___ Confirm date/time/place of closing with sellers/attorneys
___ Confirm date/time/place of closing with lender
___ Confirm date/time/place of closing with realtors
___ Prepare Act of Sale
___ Prepare mortgage documentation and note
___ Follow-up on purchase agreement requirements

________________________________________________________________________
________________________________________________________________________

___ Other: _______________________________________________________________________

NOTES

Completed by ____________________________ on _________________________
(Associate name) (Date)

Place in file on left-hand side

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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
____ 1099 Tax Information Form complete
____ Inchoate lien affidavit executed
____ Mortgage documentation executed, witnessed and notarized
____ Disburse checks as per HUD/settlement statement
____ Other: ________________________________________________________________

NOTES

Completed by ____________________________ on ______________________

(Associate name)    (Date)

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### Real Estate Post-Closing Checklist

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<th>Client Name:</th>
<th>File Subject:</th>
<th>Billing Number:</th>
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- Attach survey/powers of attorney/resolutions to act of sale
- Have certificates updated, signed, annexed to act of sale (copies in file)
- Record all acts with mortgage and conveyance offices, ____________ parish
- Obtain date-stamped copies of acts and place in file
- Deliver copy of act of sale to assessor’s office, if required
- Obtain recordation information and place in file
- Forward recordation information to Seller
- Forward recordation information to Buyer
- Forward recordation information to lending institution
- Forward other required documents to lending institution
- Pay documentary transaction tax, if any (place receipt in file)
- Obtain title policy, review and forward to buyer/lender (place copy in file)
- Issue opinion, if any (place copy in file)
- Review outstanding costs and provide for disposition
- File appropriate tax information with the IRS
- Send disengagement letter to client
- Close file and place in storage
- Other: ________________________________________________________________

### NOTES

Completed by ______________________________ on ________________________

(Attorney name)    (Date)

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# Checklist of Information from Secretary of State

(Telephone # 225/925-4704)

## Information Table

| Client Name: | ________________ |
| File Subject: | ________________ |
| Billing Number: | ________________ |

| Date: | ________________ |
| Name of Corporation: | ________________ |
| Address: | ________________ |

| Types of Corporation: | FOREIGN or DOMESTIC (Circle One) |

| Registered Office: | ________________ |
| Principal Place of Business: | ________________ |

| Registered Agent: | ________________ |

| Director: | ________________ |
| Officers: | |

- President: ________________
- Vice President: ________________
- Secretary: ________________
- Treasurer: ________________

| In Good Standing?: | ________________ |
| Date of Last Annual Report: | ________________ |
| Incorporated On: | ________________ |

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Web site for La. Secretary of State:
Home page: [http://www.sec.state.la.us](http://www.sec.state.la.us)
Date base search: [http://www.sec.state.la.us/crpinq.htm](http://www.sec.state.la.us/crpinq.htm)
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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**
   Fax: (504) 898-1761
   **Linda Miller**, Bond Administrator, **Ext. 520**
   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