

Client Management  
**SAMPLE FORMS**

**By:**  
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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
- Lawyers Helping Lawyers 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 (985) 898-1785 or 1-800-Gilsbar, Ext. 785, fax: (985) 898-1636, e-mail: [lossprevention@gilsbar.com](mailto:lossprevention@gilsbar.com), or by writing to: Professional Liability Loss Prevention Counsel, Judy Cannella Schott, Esq., Cynthia O. Butera, Esq., Johanna G. Averill, Esq., or Lindsey M. Ladouceur, Esq., Gilsbar, Inc., P.O. Box 998, Covington, Louisiana 70434. We look forward to assisting you with your practice!

## FORMS DISCLAIMER

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

## Client Management Forms

Sample Engagement Letter .....	
Sample Nonengagement Letter .....	
Sample Disengagement Letter .....	
Client Activity Letter .....	
Sample Letter to Client Upon Conclusion of Legal representation.....	

## SAMPLE ENGAGEMENT LETTER

June 20, 20--

Mr. John J. Client  
123 Main Street  
Anytown, USA 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.

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 before resorting to arbitration, litigation, or some other dispute resolution procedure. An alternative mediation organization may be chosen by consent of both parties.

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

SAMPLE NONENGAGEMENT LETTER

June 20, 20--

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

RE: Telephone Conference on June 19, 19--  
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, USA 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

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A. Former Client

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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 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, USA 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.