

LEGAL OFFICE PROCEDURES (245)

REGIONAL - 2016

Part I – OBJECTIVE (40 @ 5 points each)

Part II – PRODUCTION

Job 1 – Separation Agreement

Job 2 – Letter

TOTAL POINTS

(200 points)

_____(100 points)

_____ (100 points)

_____(400 points)

Judge/Graders: Please double check and verify all scores and answer keys!

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GENERAL INSTRUCTIONS

- 1. Answer the objective questions using the Scantron scoring sheet provided.
- 2. Make certain this test booklet contains Jobs 1 and 2.
- 3. For any job where you would normally use your reference initials, use your contestant number. Your name or initials should NOT appear on any work you submit. Key your contestant number and job number as a footer in the lower left-hand corner of <u>all</u> work submitted.

Example: 99-9999-9999 Job 1

- 4. If you finish before the end of the testing time, notify the administrator. Time may be a factor in determining the winner in the event of a tie.
- 5. When turning in your completed work, place your Scoring Sheet on top of all your jobs. The jobs should be arranged in numeric order. Turn in all partial jobs.

Production Standards		
0 errors	100 points	
1 error	90 points	
2 errors	70 points	
3 errors	0 points	



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1.	В	21.	В
2.	А	22.	А
3.	В	23.	А
4.	В	24.	В
5.	А	25.	А
6.	В	26.	С
7.	В	27.	D
8.	D	28.	В
9.	D	29.	С
10.	С	30.	В
11.	С	31.	D
12.	А	32.	А
13.	С	33.	В
14.	В	34.	А
15.	D	35.	С
16.	В	36.	D
17.	А	37.	С
18.	А	38.	D
19.	В	39.	А
20.	А	40.	В



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Job 1—Separation Agreement (top margin 1", side margins 1")

SEPARATION AGREEMENT

Romero Swain, referred to as Husband, and Rebecca Swain, referred to as Wife, agree as follows:

The parties were lawfully married on February 14, 2001, at Las Vegas, Nevada. The parties now agree to live separate and apart. The parties nevertheless desire to resolve certain issues and have entered into this agreement.

The parties have a child born of this marriage, referred to as Child, who is as follows:

Name	Age	Date of Birth
1. Victor Chubb Swain	12	02/18/2004

The parties have made a complete disclosure to one another of financial matters, and each is satisfied that they have had sufficient disclosure of individual and joint finances.

The parties have each been advised by counselors of their own choice regarding their legal rights and any disclosures made herein.

Husband shall assume the following debts and shall not hold Wife responsible for the same:

- 1. Tulsa, OK, residence \$329,000
- 2. Student loans \$82,000
- 3. Medical bills (Husband and child) \$3,800

Wife shall assume the following debts and shall not hold Husband responsible for the same:

- 1. Credit card debt \$12,500
- 2. Automobile lease \$350/mo
- 3. Medical bills (Wife) \$1,200

Neither party shall incur any further debts which may result in joint liability. In the event that either party incurs a debt on joint credit of the parties, that party shall be responsible for the total amount of that debt.

Contestant **# 99-9999-9999**

Job # **1**



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As child support, Wife shall pay support monthly in the amount of Nine Hundred and no/100 Dollars, \$900.00.

Personal property of the parties shall be divided as follows:

Husband shall have the following property:

- 1. Tulsa, OK, residence and furnishings
- 2. Personal effects

Wife shall have the following property:

- 1. 2006 Lexus
- 2. Personal effects

Any property not specifically divided herein shall be subject to distribution at a later time.

The parties agree that this agreement is intended to be a final disposition of the matters agreed upon herein. This agreement may be introduced into evidence and incorporated in a final decree of dissolution of marriage. In the event that any disputes occur regarding this agreement, the prevailing party shall be entitled to reasonable attorney's fees regarding such enforcement.

Romero Swain	Date	
Rebecca Swain	Date	

NOTE TO GRADER: This document should be single-spaced, per instructions. Blank lines and document instructions should be removed. The language should be edited from the original document to reflect one child. Job 1 will fit on two pages.



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Job 2— Letter to Client (top margin 2", side margins 1")

[use current date]

(**QS**)

Ms. Rebecca Swain 13 42nd Street Brooklyn, NY 11232-2611 (**DS**) Dear Rebecca (**DS**) SEPARATION AGREEMENT (**DS**)

Enclosed is a first draft of the Separation Agreement you instructed me to create. Please review it for accuracy.

I think the final version should contain more detail, such as credit card numbers and the legal description for the Tulsa home. If there are any other outstanding debts or separate property you wish to include in the document, please let me know.

Once I hear from you, I will prepare the final copy and forward it to you for your signature. **(DS)** Sincerely

(**QS**)

Kelly Beare Attorney at Law (**DS**) Contestant # (**DS**) Enclosure: Separation Agreement

The word *Enclosure* may be used alone or the enclosure document may be listed.

NOTE TO GRADER: The date of the letter may be different depending on the contest day. The Enclosure notation may appear differently than shown, but if it appears in any proper format, do not deduct points. The *Style & Reference Manual* calls for open punctuation. Job 2 will fit on one page.

Contestant # 99-9999-9999