



WSBA

REGULATORY SERVICES DEPARTMENT

To: Limited Practice Officer Applicants
From: Robert W. Henry, Special Admissions Manager

Enclosed is your Limited Practice Officer (LPO) Admission Packet.

Your Admission Packet contains the following:

- Application Form
- Fingerprint Instructions
- Suggested Study Topics
- Admission to Practice Rule 12 and the LPO Rules of Professional Conduct

Application

The Application is five pages. Please note that page five must be notarized. Two applications are required—one may be a photocopy. Please keep a copy of the application for your records.

Fingerprint Card

Please make an appointment with your local police/sheriff department for fingerprinting. They will supply you with a card. Please see separate fingerprinting instruction sheet.

Application deadline

The deadline for receiving your application is Friday, March 5, 2010 by 5:00 p.m. Please allow sufficient time for your application to be received in our office by the deadline. The application must be received in our office by the date indicated. If your application is incomplete, it will be returned and you will need to resubmit it by the deadline in order to take the exam.

Application Checklist

- Two (2) Completed Applications (one may be a photocopy)
- Completed and Signed Fingerprint Card (see fingerprinting instruction sheet)
- Application fee of \$200

Please send your completed applications with fingerprint card and payment of \$200 to:

Limited Practice Board
Washington State Bar Association
1325 4th Ave, Suite 600
Seattle, WA 98101-2539

Confirmation packet

You will receive a receipt shortly after filing your application. In addition, no less than 14 days before the exam, you should receive a separate confirmation letter with details regarding the time and location of the exam. If you fail to receive your confirmation letter two weeks prior to the exam, please contact me at 206-727-8227 or roberth@wsba.org

Limited Practice Board

Withdrawing your application

To withdraw your application, please contact me at 206-727-8227 or roberth@wsba.org. If you withdraw at least 14 days prior to the exam, the examination portion of your application fee (\$100) will be refunded to you. The \$100 administrative fee will not be refunded. If you withdraw within 14 days of the exam, no portion of your application fee will be refunded.

Denial of application

You will be notified if your application is denied. The examination portion of your application fee (\$100) will be refunded to you.

The exam and certification

The exam is four hours long (8 a.m. to 12 p.m.). There are three sections: multiple choice, essay and problem. To pass the exam, you must receive a score of 75% or higher on each section.

If you pass the exam, you have nine months from the date of the exam to become certified. After nine months, you must retake the exam in order to be eligible for certification. Your notification letter will contain information about becoming certified.

Preparing for the exam

We recommend that you review the enclosed suggested study topics thoroughly to assist you in preparing for the exam. Applicants should have a thorough understanding and knowledge of real property law, real estate law, APR 12, and the LPO Rules of Professional Conduct. Applicants will also be tested on their selection, preparation and completion of the required forms for a closing transaction. The closing forms are on the WSBA website.

Books that you may find helpful include:

- *The Complete Guide to Washington Real Estate Practices, 4th Edition* by Alan Tonnon
- *Washington Real Estate Law* by Alan Tonnon (from Washington Professional Publication, 425-451-0130)
- *Washington Real Estate Fundamentals* by Kathryn Haupt and David Rockwell (from Rockwell Institute, 800-221-9347)

Courses are offered by the following:

- Bellevue Community College
- North Seattle Community College
- A course on the fundamentals of Washington real estate law is offered by the Rockwell Institute.

LPO exam refresher courses are offered by:

- The Escrow Association (contact Jan Grant at 253-864-3537)
- Washington Professional Seminars (contact Fred Phillips at 425-462-6217)

Please note that this is provided as information only; courses are not endorsed by the Limited Practice Board or the Washington State Bar Association.

You are encouraged to visit the WSBA web site at www.wsba.org/info/lpo.htm.

FINGERPRINTING INSTRUCTIONS

ALL APPLICANTS MUST FILE A FINGERPRINT CARD WITH THEIR APPLICATION

Please make an appointment to have your fingerprints taken at your local police or sheriff department, fingerprinting agency, or Washington State Patrol office.

At the fingerprinting location you will be provided a fingerprint card to complete. Please call ahead of time to be sure they will provide a fingerprint card. If not, please contact the WSBA and we will mail a fingerprint card to you.

Please complete all applicable fields on the fingerprint card and sign it. Fill in the following fields as follows:

- For **Employer and Address:** WSBA 1325 4th Ave Ste 600, Seattle, WA 98101
- For **Reason Fingerprinted:** LPO 727-8227
- For **ORI:** WAWSP0000 [*last four digits are zeros*]

Submit your fingerprint card with your applications and fee.

Note: The Washington State Patrol (WSP) conducts the background check using the fingerprint card. The WSBA has no control over the processing time. The WSP will return illegible fingerprint cards and those applicants will be required to re-submit new fingerprints. This could delay, and has delayed, when a successful applicant could be certified. Therefore, applicants are advised to file their applications and fingerprint cards with the WSBA as soon as possible to avoid delays in certification.

ADMISSION TO PRACTICE RULES

RULE 12. LIMITED PRACTICE RULE FOR LIMITED PRACTICE OFFICERS

(a) Purpose. The purpose of this rule is to authorize certain lay persons to select, prepare and complete legal documents incident to the closing of real estate and personal property transactions and to prescribe the conditions of and limitations upon such activities.

(b) Limited Practice Board.

(1) *Establishment.* There is hereby established a Limited Practice Board (referred to herein as the "Board") consisting of nine members to be appointed by the Supreme Court of the State of Washington. Not less than four of the members of the Board must be admitted to the practice of law in the State of Washington. Four of the members of the Board shall be business representatives, one each of the following four industries: escrow, lending, title insurance, and real estate. Appointments shall be for 4-year terms. No member may serve more than two consecutive terms. Terms shall end on December 31 of the applicable year. The Supreme Court shall designate one of the members of the Board as chairperson.

(2) *Duties and Powers.*

(i) *Applications.* The Board shall accept and process applications for certification under this rule.

(ii) *Examination.* The Board shall conduct the examination for certification required by this rule. The examination shall consist of such questions as the Board may select on such subjects as may be listed by the Board and approved by the Supreme Court. The Board shall establish the number of examinations to be given each year and the dates of the examinations.

(iii) *Investigation and recommendation for admission.* The Board shall notify each applicant of the results of the examination and shall recommend to the Supreme Court the admission or rejection of each applicant who passes the examination. The Supreme Court shall enter an order admitting to limited practice those applicants it deems qualified, conditioned upon each applicant taking an oath that he or she will comply with this rule and paying to the Board the annual fee for the current year. Upon the entry of such order, the taking and filing of the oath, and payment of the annual fee, an applicant shall be enrolled as a limited practice officer and shall be entitled to perform those services permitted by this rule. The oath must be taken before a court of record in the State of Washington.

(iv) *Education.* The Board shall approve individual courses and may accredit all or portions of the entire educational program of a given organization which, in the Board's judgment, will satisfy the educational requirement of these rules. It shall determine the number of credit hours to be allowed for each such course. It shall encourage the offering of such courses and programs by established organizations, whether offered within or outside this state.

(v) *Grievances and discipline.* The Board shall adopt hearing and appeal procedures and shall hear complaints of persons aggrieved by the failure of limited practice officers to comply with the requirements of this rule and of the Limited Practice Officer Rules of Professional Conduct. Upon a finding by the Board that a limited practice officer has failed to comply in any material manner with the requirements of this rule, the Board shall take such action as may be appropriate to the degree of the violation, considering also the number of violations and the previous disciplinary record of the limited practice officer. Disciplinary action may include admonitions, reprimands, and recommendations to the Supreme Court for the suspension or

revocation of the limited practice officer's certification.

(vi) *Investigation.* Upon the receipt of a complaint that a limited practice officer has violated the provisions of this rule and in other appropriate circumstances, the Board may investigate the conduct of the limited practice officer to determine whether the limited practice officer has violated the requirements, conditions or limitations imposed by this rule.

(vii) *Approval of forms.* The Board shall approve standard forms for use by limited practice officers in the performance of services authorized by this rule.

(viii) *Fees.* The Board shall establish and collect examination and annual fees in such amounts as are necessary to carry out the duties and responsibilities of the Board.

(ix) *Regulations.* The Board shall propose regulations to implement the provisions of this rule for adoption by the Supreme Court.

(3) *Expenses of the Board.* Members of the Board shall not be compensated for their services. For their actual and necessary expenses incurred in the performance of their duties, they shall be reimbursed by the Board in a manner consistent with its rules. All such expenses shall be paid pursuant to a budget submitted to and approved by the Washington State Bar Association on an annual basis. Funds accumulated from examination fees, annual fees, and other revenues shall be used to defray all expenses of the Board. The administrative support to the Board shall be provided by the Washington State Bar Association.

(c) Certification Requirements. An applicant for certification as a limited practice officer shall:

(1) *Age.* Be at least 18 years of age.

(2) *Moral Character.* Be of good moral character.

(3) *Examination.* Satisfy the examination requirements established by the Board.

(4) *Oath.* Execute under oath and file with the Board two copies of his or her application, in such form as may be required by the Board. Additional proof of any fact stated in the application may be required by the Board. In the event of the failure or refusal of an applicant to furnish any information or proof, or to answer any interrogatories of the Board pertinent to the pending application, the Board may deny the application.

(5) *Examination Fee.* Pay, upon the filing of an application, the examination fee.

(d) Scope of Practice Authorized by Limited Practice Rule. Notwithstanding any provision of any other rule to the contrary, a person certified as a limited practice officer under this rule may select, prepare and complete documents in a form previously approved by the Board for use by others in, or in anticipation of, closing a loan, extension of credit, sale or other transfer of interest in real or personal property. Such documents shall be limited to deeds, promissory notes, guaranties, deeds of trust, reconveyances, mortgages, satisfactions, security agreements, releases, Uniform Commercial Code documents, assignments, contracts, real estate excise tax affidavits, bills of sale, and powers of attorney. Other documents may be from time to time approved by the Board.

(e) Conditions Under Which Limited Practice Officers May Prepare and Complete Documents Limited practice officers may render services authorized by this rule only under the following conditions and with the following limitations:

(1) *Agreement of the Clients.* Prior to the performance of the services, all clients to the transaction shall have agreed in writing to the basic terms and conditions of the transaction. In

the case of a power of attorney prepared in anticipation of a transaction, the principal(s) and attorney(s)-in-fact shall have provided the limited practice officer consistent written instructions for the preparation of the power of attorney.

(2) *Disclosures to the Clients.* The limited practice officer shall advise the clients of the limitations of the services rendered pursuant to this rule and shall further advise them in writing:

- (i) that the limited practice officer is not acting as the advocate or representative of either of the clients;
- (ii) that the documents prepared by the limited practice officer will affect the legal rights of the clients;
- (iii) that the clients' interests in the documents may differ;
- (iv) that the clients have a right to be represented by lawyers of their own selection; and
- (v) that the limited practice officer cannot give legal advice as to the manner in which the documents affect the clients.

The written disclosure must particularly identify the documents selected, prepared, and/or completed by the limited practice officer and must include the name, signature and number of the limited practice officer.

(f) Continuing Certification Requirements.

(1) *Continuing Education.* Each limited practice officer must complete a minimum number of credit hours of approved or accredited education, as prescribed by regulation of the Board, during each calendar year in courses certified by the Board to be appropriate for study by limited practice officers providing services pursuant to this rule; provided, that the limited practice officer shall not be required to comply with this subsection during the calendar year in which he or she is initially certified.

(2) *Financial Responsibility.* Each limited practice officer or employer thereof shall show proof of ability to respond in damages resulting from his or her acts or omissions in the performance of services permitted by this rule. The proof of financial responsibility shall be in such form and in such amount as the Board may by regulation prescribe.

(3) *Annual Fee.* Each limited practice officer must pay the annual fee established by the Board.

(g) Existing Law Unchanged. This rule shall in no way expand, narrow or affect existing law in the following areas:

- (1) The fiduciary relationship between a limited practice officer and his or her customers or clients;
- (2) Conflicts of interest that may arise between the limited practice officer and a client or customer;
- (3) The right to act as one's own attorney under the pro se exception to the unauthorized practice of law including but not limited to the right of a lender to prepare documents conveying or granting title to property in which it is taking a security interest;
- (4) The lack of authority of a limited practice officer to give legal advice without being licensed to practice law;
- (5) The standard of care which a limited practice officer must practice when carrying out the functions permitted by this rule.

(h) Treatment of Funds Received Incident to the Closing of Real or Personal Property Transactions. Persons admitted to practice under this rule shall comply with LPORPC 1.12A

and B regarding the manner in which they identify, maintain and disburse funds received incidental to the closing of real and personal property transactions, unless they are acting pursuant to APR 12(g)(3).

Comment

[1] Comment Re: APR 12(d)

Powers of attorney authorizing a person to negotiate and sign documents in anticipation of, or in the closing of, a transaction are included in the documents limited practice officers are authorized to prepare. Such documents may include, but are not limited to, purchase and sale agreements for real or personal property, loan agreements, and letters of intent.

[2] Comment Re: LPO Professional Standard Of Care

The purpose of this comment is to discuss the legal standard of care to which a limited practice officer is subject, while also clarifying the limited duties of a limited practice officer compared to an attorney when selecting and preparing legal documents and to show the greater breadth of a lawyer's duties and services which a party may not expect when engaging a limited practice officer.

Generally, when a non-lawyer selects and prepares a legal document for another, the non-lawyer engages in the unauthorized practice of law. Despite this, the non-lawyer (including a licensed limited practice officer) will be held to the standard of a lawyer: "to comply with the duty of care, an attorney must exercise the degree of care, skill, diligence, and knowledge commonly possessed and exercised by a reasonable, careful and prudent lawyer in the practice of law in this jurisdiction... ." *Hizey v. Carpenter*, 119 Wn.2d 251, 261, 830 P.2d 246 (1992). However, when selecting and preparing approved forms a limited practice officer, though having a limited license to practice law as defined and limited in APR 12, will not be authorized nor charged with many of the duties of a lawyer. Except as provided otherwise in APR 12 rules and regulations, these include the duty to investigate legal matters, to form legal opinions (including but not limited to the capacity of an individual to sign for an entity or whether a legal document is effective), to give legal advice (including advice on how a legal document affects the rights or duties of a party), or to consult with a party on the advisability of a transaction. See also LPORPC 1.1, Competence, and LPORPC 1.3, Communication.

LIMITED PRACTICE OFFICER RULES OF PROFESSIONAL CONDUCT (LPORPC)

PREAMBLE TO LIMITED PRACTICE OFFICER RULES OF PROFESSIONAL CONDUCT

Limited practice officers receive a limited license to practice law, and are held to the same standard of care as a lawyer when performing the legal services authorized by the LPO license. A lawyer, as a member of the legal profession, is a representative of the client, an officer of the court, and a public citizen having a specific responsibility for the quality of justice. A consequent obligation of lawyers is to maintain the highest standards of ethical conduct. Rules of Professional Conduct for lawyers have been adopted stating fundamental ethical principles which lawyers are professionally obligated to observe. In fulfilling professional responsibilities, an LPO necessarily performs various roles that lawyers otherwise or also perform. Certain of the lawyer Rules of Professional Conduct, as modified to reflect the unique nature of the duties and provisions of APR 12, have been adopted as appropriate rules of professional conduct applicable to LPOs. These rules update standards for LPO conduct and they set forth the minimum standard of conduct required of LPOs. Not every ethical situation that an LPO may encounter can be foreseen; the fundamental ethical principles in the rules are intended to provide minimum standards to assist the LPO in determining the appropriate conduct. So long as LPOs are guided by these principles, their conduct will assist in assuring the law continues to be a noble profession.

SCOPE

The Limited Practice Officer Rules of Professional Conduct, where mandatory in character, state the minimum level of conduct below which no LPO can fall without being subject to disciplinary action. Other LPORPC may afford the LPO some discretion in exercising professional judgment and may provide guidance for compliance, rather than adding mandatory professional obligations.

Failure to comply with an obligation or prohibition imposed by a Rule is a basis for invoking the disciplinary process. The Rules presuppose that disciplinary assessment of an LPO's conduct will be made on the basis of the facts and circumstances as they existed at the time of the conduct in question and in recognition of the fact that an LPO often has to act upon uncertain or incomplete knowledge of the situation. Moreover, the Rules presuppose that whether or not discipline should be imposed for a violation, and the severity of a sanction, depend on all the circumstances, such as the willfulness and seriousness of the violation, extenuating factors and whether there have been previous violations. Violation of a Rule should not itself give rise to a cause of action against an LPO nor should it create any presumption in such a case that a legal duty has been breached. In addition, violation of a Rule does not necessarily warrant any other nondisciplinary remedy, such as disqualification of an LPO in a pending transaction. The Rules are designed to provide guidance to LPOs and to provide a structure for regulating conduct through disciplinary agencies. They are not designed to be a basis for civil liability. Nothing in these Rules is intended to change existing Washington law on the use of rules of professional conduct in a civil action. Cf. *Hizey v. Carpenter*, 119 Wn.2d 251, 830 P.2d 646 (1992)(lawyer rules of professional conduct do not define standards of civil liability of lawyers for professional conduct, but provide only a public disciplinary remedy).

The Comment accompanying each Rule explains and illustrates the meaning and purpose of the Rule. The Preamble and this note on Scope provide general orientation. The Comments are intended as guides to interpretation, but the text of each Rule is authoritative.

LPORPC 1.0 TERMINOLOGY

The following definitions apply to all rules and regulations governing LPOs under APR 12 except only where a term is expressly differently defined for use in particular provisions of any rule or regulation.

(a) "Belief" or "believes" denotes that the person involved actually supposed the fact in question to be true. A person's belief may be inferred from circumstances.

(b) "Client(s)" when used in a purchase and sale transaction denotes the buyer and seller and may include the purchase money lender for the same transaction only if the LPO accepts the duty to select, prepare, or complete legal documents for the purchase money loans. When used in a loan-only transaction, whether or not the LPO accepts the duty to select, prepare, or complete legal documents, "Clients" are the borrower and lender.

(c) "Closing Firm" means any bank, depository institution, escrow agent, title company, law firm, or other business, whether public or private, that employs, or contracts for the services of, an LPO for the purpose of providing real or personal property closing services for a transaction.

(d) "Fraud" or "fraudulent" denotes conduct that has a purpose to deceive and is fraudulent under the substantive or procedural law of Washington, except that it is not necessary that anyone has suffered damages or relied on the misrepresentation or failure to inform.

(e) "Knowingly," "known," or "knows" denotes actual knowledge of the fact in question. A person's knowledge may be inferred from circumstances.

(f) "Limited Practice Officer" or "LPO" means a person licensed in accordance with the procedures set forth in APR 12 and who has maintained his or her certification in accordance with the rules and regulations of the Limited Practice Board.

(g) "LPO Services" means those documentation activities for use by others performed by an LPO under the authorization of APR 12(d).

(h) "Party(ies)" or "Participant(s)" in a closing transaction includes persons other than "clients" from whom the LPO accepts instructions or to whom the LPO may make deliveries or disburse funds.

(i) "Reasonable" or "reasonably" when used in relation to conduct by an LPO denotes the conduct of a reasonably prudent and competent LPO performing the same LPO services.

(j) "Reasonable belief" or "reasonably believes" when used in reference to an LPO denotes that the LPO believes the matter in question and that the circumstances are such that the belief is reasonable.

(k) "Reasonably should know" when used in reference to an LPO denotes that an LPO of reasonable prudence and competence would ascertain the matter in question.

(l) "Substantial" when used in reference to degree or extent denotes a material matter of clear and weighty importance.

(m) "Transaction" means any real or personal property closing requiring the involvement of a lawyer or LPO to select, prepare or complete documents for the purpose of closing a loan, extension of credit, sale or other transfer of title to or interest in real or personal property.

(n) "Written" denotes a tangible or electronic record of a communication or representation, including handwriting, typewriting, printing, photostating, photography, audio or videorecording and e-mail.

Comment:

LPO services arise from a writing in which the clients have agreed to the basic terms of a transaction (APR 12(e)(1)). In a sale transaction, LPO services arise from a purchase and sale

agreement between the buyer and seller. Lenders and others involved (brokers, lien-holders, etc.) are accommodated parties.

In loan-only transactions, LPO services arise from closing instructions between the closing firm, lender and borrower. Thus, the lender and borrower each is a client; lien-holders and non-borrowing owners, etc. are accommodated parties.

LPORPC 1.1 COMPETENCE

An LPO shall provide competent LPO services. Competence requires the knowledge, thoroughness and preparation reasonably necessary to provide the LPO services. Not every LPO is competent to provide LPO services for every transaction.

Comment:

Continuing competence is an ongoing core professional obligation. To maintain the requisite knowledge and skill, an LPO should keep abreast of changes in the law and its practice relevant to LPO duties, engage in continuing study and education and comply with all continuing education requirements to which the LPO is subject. The rule also reminds the LPO that the competence required for a particular transaction is neither universal nor automatic.

LPORPC 1.2 DILIGENCE

An LPO must act with reasonable diligence and promptness in the performance of his or her duties, including the timely preparation of documents required to meet the closing date specified by the clients.

Comment:

Lack of diligence is a professional defect. An LPO's work load must be controlled so that each transaction can be handled competently. However, timely action under this rule should be measured by circumstances under the LPO's control (as distinguished from unreasonable timing demands imposed by employer work load, the parties or the terms of the transaction). Unless the client relationship is terminated as provided in Rule 1.6, an LPO should carry through to conclusion all matters undertaken for a client. See also Rule 1.3, Communication with Clients, *infra*.

LPORPC 1.3 COMMUNICATION WITH CLIENTS

(a) Upon reasonable request, an LPO shall promptly provide relevant information to the clients regarding the documents selected, prepared, and completed for the transaction.

(b) An LPO shall timely notify its clients of omissions or discrepancies in the documentation provided to the LPO which must be resolved before the LPO can provide LPO services in the transaction.

(c) An LPO must inform a client to seek legal advice from a lawyer if the LPO is reliably informed or, based on contact with the client reasonably believes, that the client does not understand or appreciate the meaning or effect of an instrument prepared by the LPO for signature by the client.

Comment:

The performance of LPO services occasionally may require direct communication with multiple clients in a transaction. Proper focus for LPO communication with clients is not as an advocate or advisor, but as necessary to clear up documentary discrepancies and insure that there is an adequate written agreement for the LPO to select, prepare and complete the documentation for the transaction.

See also Rules 1.2, Diligence; 1.6, Declining Services, *infra*.

LPORPC 1.4 CONFIDENTIALITY

These rules do not impose any duty of confidentiality on an LPO. Any LPO duty of confidentiality arising under common law, statute, or contract is not affected by these rules.

LPORPC 1.5 CONFLICT OF INTEREST

(a) An LPO shall not provide LPO services in a transaction where the LPO, or a member of the LPO's immediate family, is either a party or client. For purposes of this rule, "immediate family" includes a spouse, child, grandchild, parent, grandparent or other relative or individual with whom the LPO maintains a close, familial relationship.

(b) An LPO shall not use information obtained from the provision of LPO services to a client in a transaction for personal gain to the disadvantage of the client.

(c) Where an LPO's employer is a buyer or seller in a transaction, the LPO shall not provide LPO services unless the LPO provides written notice of the conflict to all other clients and obtains a written waiver of the conflict from all other clients. The notice and waiver shall be substantially in the form below.

As required by rule 1.5 of the Limited Practice Officer Rules of Professional Conduct, you are hereby notified that the limited practice officer providing LPO services for this transaction is employed by {name of closing firm}, which has an interest in this transaction. Specifically, {set forth the closing firm's interest in the transaction}.

By signing below, you acknowledge that you (1) understand and have received the notice of conflict of interest; (2) have been advised to seek legal counsel if you do not understand the conflict or this waiver; and (3) waive the conflict of interest created by the closing firm having an interest in the transaction.

LPORPC 1.6 DECLINING OR TERMINATING SERVICES

(a) An LPO shall decline to provide LPO services or, where LPO services have commenced, shall terminate LPO services if:

1. The LPO services will clearly result in violation of the Limited Practice Officer Rules of Professional Conduct or other law, including the unauthorized practice of law by the LPO;
2. The LPO's physical or mental condition materially impairs his or her ability to provide LPO services;
3. The LPO reasonably believes that the documentation requirements of the transaction exceed the LPO's competence;
4. The LPO is discharged; or
5. A client insists on confidentiality of information disclosed to the LPO to which the LPO cannot agree.

(b) An LPO may refuse to provide LPO services for any other reason, including without limitation the following, if:

- (1) A client persists in a course of action involving the LPO's services that the LPO reasonably believes is criminal or fraudulent or illegal, or that might require the LPO to exceed his or her authority as an LPO;
- (2) A client has used the services of the LPO to perpetrate a crime or fraud;
- (3) A client insists upon pursuing an objective or practice that the LPO reasonably considers repugnant or with which an LPO has a fundamental disagreement;

(4) A client fails substantially to fulfill an obligation to the LPO regarding the LPO's services and has been given reasonable warning that the LPO will terminate services unless the obligation is fulfilled;

(5) The LPO services will result in an unreasonable financial burden on the LPO or its services in the transaction have been rendered unreasonably difficult by the clients; or

(6) Other cause for refusal of services exists. Where the clients are unwilling or unable to correct the situation, other cause for refusal of services may include, but is not limited to: insufficient or conflicting documentation that is not timely corrected by the clients; direction from a client to use forms not approved by the Limited Practice Board or to make unauthorized alterations to approved forms; direction from a client that is inconsistent with the existing documentation; apparent lack of or defect in the capacity of a client or signatory; or failure of the clients to allow sufficient time for competent and orderly performance of LPO services.

(c) Upon termination of an LPO's services, the LPO must take steps to the extent reasonably practicable to protect the clients' interests, such as giving reasonable notice to the clients (as determined by the circumstances of the transaction), advising the clients that they can seek the advice of a lawyer regarding the transaction, allowing time for employment of a lawyer or another LPO where reasonable, and surrendering papers and property to which the clients are entitled if requested and if all LPO fees and costs are paid.

Comment:

The rule first identifies situations where an LPO must decline followed by situations where an LPO may decline to provide LPO services. An LPO ordinarily must decline or terminate services if a client demands that the LPO engage in conduct that is illegal or violates the LPO Rules of Professional Conduct or other law, or in the other enumerated instances.

LPORPC 1.7 TRUTHFULNESS IN STATEMENTS TO OTHERS

In the course of performing LPO services in a transaction, an LPO shall not knowingly fail to disclose all material facts to clients or any parties to the transaction, or make false statements of material facts to clients or any such party.

LPORPC 1.8 UNAUTHORIZED PRACTICE OF LAW

An LPO shall not:

(a) engage in, or assist others in, the unauthorized practice of law, including the giving of legal advice;

(b) permit his or her name, signature stamp or LPO number to be used by any other person;

(c) select, prepare, or complete documents authorized by APR 12 for or together with any person whose LPO certification has been revoked or suspended, if the LPO knows, or reasonably should know, of such revocation or suspension; or

(d) work as an LPO while on inactive status, or while his or her LPO certification is suspended or revoked for any cause.

Comment:

“Clearly, the selection and completion of legal forms constitutes the practice of law.” *Bowers v. Transamerica Title Insurance Co.*, 100 Wn.2d 582 (1983). Adjudicated cases finding LPO unauthorized practice of law have involved LPO use of unapproved forms and unapproved

alterations of approved forms. See *Bishop v. Jefferson Title Co.*, 107 Wn.App 833 (2001). Washington General Rule (GR) 24 sets forth the definition of the practice of law.

LPORPC 1.9 LPO DUTIES AND AUTHORITY ARE NOT DELEGABLE

The powers, duties and responsibilities of an LPO are personal to the LPO and may not be assigned or delegated to a person who is not an LPO. An LPO may be supported and assisted by one or more persons who are not LPOs if the LPO adequately supervises the assistants and retains sole and final responsibility for the work performed by the assistants. An LPO must take all steps reasonably necessary to insure that an assistant's activities do not violate APR 12 and regulations of the Limited Practice Board and are consistent with the LPO's duties under these rules. An LPO must review and approve the assistant's activities and document preparation. An LPO should have no more assistants and support staff than the LPO can adequately directly supervise, to insure that the assistant activities conform to assigned LPO support tasks defined in writing. Nothing in this rule authorizes an LPO assistant to exercise the authority or perform the duties of an LPO independently.

LPORPC 1.10 MISCONDUCT

It is professional misconduct for an LPO to:

(a) violate or attempt to violate the Limited Practice Officer Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

(b) commit a criminal act that reflects adversely on the LPO's honesty, trustworthiness or fitness as an LPO in other respects;

(c) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

(d) willfully disobey or violate a valid court order directing him or her to do or cease doing an act which he or she ought in good faith to do or forbear;

(e) violate his or her oath as an LPO;

(f) violate a duty or sanction imposed by or under the Rules for Enforcement of Limited Practice Officer Conduct in connection with a disciplinary matter, including, but not limited to, the duties catalogued at ELPOC 1.5, Violation of Duties Imposed by These Rules;

(g) engage in conduct demonstrating unfitness to practice as an LPO. "Unfitness to practice" includes but is not limited to the inability, unwillingness or repeated failure to perform adequately the material functions required of an LPO or to comply with the LPORPC and/or ELPOC;

(h) misrepresent or conceal a material fact made in an application for admission under APR 12 or in support thereof;

(i) commit any act involving moral turpitude, or corruption, or any unjustified act of assault or other act that reflects disregard for the rule of law, whether the same be committed in the course of his or her conduct as an LPO, or otherwise, and whether the same constitutes a felony or misdemeanor or not; and if the act constitutes a felony or misdemeanor, conviction thereof in a criminal proceeding shall not be a condition precedent to disciplinary action, nor shall acquittal or dismissal thereof preclude the commencement of a disciplinary proceeding.

Comment:

Regarding subparagraph (d), it is common for courts to issue orders to the parties to engage in a transaction involving a closing agent. The LPO should seek legal advice as to whether such orders are valid.

LPORPC 1.11 REPORTING PROFESSIONAL MISCONDUCT

An LPO who knows that another LPO has committed repeated and material violations of the LPORPC should inform the Limited Practice Board.

Comment:

The intent of this rule is to encourage an LPO to report professional misconduct in order to ensure effective self-regulation of LPOs. Examples of misconduct include, but are not limited to use of unapproved forms, unauthorized delegation or performance of LPO duties, use of an LPO's name, signature stamp or identification number by unlicensed persons, or an LPO acting as an LPO while one's license is inactive or suspended. If an LPO knows of the unauthorized practice of law by someone other than an LPO, the LPO should report the person to the Practice of Law Board (GR 25).

LPORPC 1.12A SAFEGUARDING PROPERTY

(a) This Rule applies to (1) property of clients or third persons in the possession of an LPO or a Closing Firm in connection with a transaction, and (2) escrow and other funds held by an LPO or a Closing Firm incident to a transaction. For all transactions in which an LPO under the authorization set forth in APR 12(d) or a lawyer has selected, prepared, or completed documents, the LPO must insure that all funds received by the closing firm incidental to the closing of the transaction, including advances for costs and expenses, are held and maintained as set forth in this rule.

(b) An LPO or a Closing Firm must not use, convert, borrow or pledge client or third person property for the LPO's or Closing Firm's own use.

(c) An LPO or Closing Firm must hold property of clients and third persons separate from the LPO's and Closing Firm's own property.

(1) An LPO or Closing Firm must deposit and hold in a trust account funds subject to this Rule pursuant to paragraph (i) of this Rule.

(2) An LPO or Closing Firm must identify, label and appropriately safeguard any property of clients or third persons other than funds. The LPO or Closing Firm must keep records of such property that identify the property, the client or third person, the date of receipt and the location of safekeeping. The LPO or Closing Firm must preserve the records for seven years after return of the property.

(d) An LPO or Closing Firm must promptly notify a client or third person of receipt of the client or third person's property.

(e) An LPO or Closing Firm must promptly provide a written accounting to a client or third person after distribution of funds or upon request. An LPO or Closing Firm must provide at least annually a written accounting to a client or third person for whom the LPO or Closing Firm is holding funds.

(f) Except as stated in this Rule, an LPO or Closing Firm must promptly pay or deliver to the client or third person the property which the client or third person is entitled to receive.

(g) If an LPO or Closing Firm possesses property in which two or more persons (one of which may be the LPO or Closing Firm) claim interests, the LPO or Closing Firm must maintain the property in trust until the dispute is resolved. The LPO or Closing Firm must promptly distribute all undisputed portions of the property. The LPO or Closing Firm must take reasonable action to resolve the dispute, including, when appropriate, interpleading the disputed funds.

(h) An LPO or Closing Firm must comply with the following for all trust accounts:

(1) No funds belonging to the LPO or Closing Firm may be deposited or retained in a trust account except as follows:

(i) funds to pay bank charges, but only in an amount reasonably sufficient for that purpose;

(ii) funds belonging in part to a client or third person and in part presently or potentially to the LPO or Closing Firm must be deposited and retained in a trust account, but any portion belonging to the LPO or Closing Firm must be withdrawn at the earliest reasonable time; or

(iii) funds necessary to restore appropriate balances.

(2) An LPO or Closing Firm must keep complete records as required by Rule 1.12B.

(3) An LPO or Closing Firm may withdraw funds when necessary to pay client costs. The LPO or Closing Firm may withdraw earned fees only after giving reasonable notice to the client of the intent to do so, through a billing statement or other document.

(4) Receipts must be deposited intact.

(5) All withdrawals must be made only to a named payee and not to cash. Withdrawals must be made by check or by bank transfer.

(6) Trust account records must be reconciled as often as bank statements are generated or at least quarterly. The LPO or Closing Firm must reconcile the check register balance to the bank statement balance and reconcile the check register balance to the combined total of all client ledger records required by Rule 1.12B(a)(2).

(7) An LPO or Closing Firm must not disburse funds from a trust account until deposits have cleared the banking process and been collected, unless the LPO or Closing Firm and the bank have a written agreement by which the LPO or Closing Firm personally guarantees all disbursements from the account without recourse to the trust account.

(8) Disbursements on behalf of a client or third person may not exceed the funds of that person on deposit. The funds of a client or third person must not be used on behalf of anyone else.

(i) Trust accounts must be interest-bearing and allow withdrawals or transfers without any delay other than notice periods that are required by law or regulation. In the exercise of ordinary prudence, the LPO or Closing Firm may select any bank, savings bank, credit union or savings and loan association that is insured by the Federal Deposit Insurance Corporation or National Credit Union Administration, is authorized by law to do business in Washington and has filed the agreement required by rule 15.4 of the Rules for Enforcement of Lawyer Conduct. Trust account funds must not be placed in mutual funds, stocks, bonds, or similar investments.

(1) When client or third-person funds will not produce a positive net return to the client or third person because the funds are nominal in amount or expected to be held for a short period of time the funds must be placed in a pooled interest-bearing trust account known as an Interest on Lawyer's Trust Account or IOLTA. The interest accruing on the IOLTA account, net of reasonable check and deposit processing charges which may only include items deposited charge, monthly maintenance fee, per item check charge, and per deposit charge, must be paid to the Legal Foundation of Washington. Any other fees and transaction costs must be paid by the LPO or Closing Firm. An LPO or Closing Firm may, but shall not be required to, notify the parties to the transaction of the intended use of such funds.

(2) Client or third-person funds that will produce a positive net return to the client or third person must be placed in one of the following unless the client or third person requests that the funds be deposited in an IOLTA account:

- (i) a separate interest-bearing trust account for the particular client or third person with earned interest paid to the client or third person; or
 - (ii) a pooled interest-bearing trust account with sub-accounting that allows for computation of interest earned by each client or third person's funds with the interest paid to the appropriate client or third person.
- (3) In determining whether to use the account specified in paragraph (i)(1) or an account specified in paragraph (i)(2), an LPO or Closing Firm must consider only whether the funds will produce a positive net return to the client or third person, as determined by the following factors:
- (i) the amount of interest the funds would earn based on the current rate of interest and the expected period of deposit;
 - (ii) the cost of establishing and administering the account, including the cost of the LPO or Closing Firm services and the cost of preparing any tax reports required for interest accruing to a client or third person's benefit; and
 - (iii) the capability of financial institutions to calculate and pay interest to individual clients or third persons if the account in paragraph (i)(2)(ii) is used.
- (4) As to IOLTA accounts created under paragraph (i)(1), the LPO or Closing Firm must direct the depository institution:
- (i) to remit interest or dividends, net of charges authorized by paragraph (i)(1), on the average monthly balance in the account, or as otherwise computed in accordance with an institution's standard accounting practice, monthly, to the Legal Foundation of Washington;
 - (ii) to transmit with each remittance to the Foundation a statement, on a form authorized by the Washington State Bar Association, showing details about the account, including but not limited to the name of the LPO or Closing Firm for whom the remittance is sent, the rate of interest applied, and the amount of service charges deducted, if any, and the balance used to compute the interest, with a copy of such statement to be transmitted to the depositing LPO or Closing Firm; and
 - (iii) to bill fees and transaction costs not authorized by paragraph (i)(1) to the LPO or Closing Firm.
- (j) Notwithstanding any provision of any other rule, statute, or regulation, escrow and other funds held by an LPO, or the Closing Firm, incident to the closing of any real or personal property transaction are funds subject to this rule regardless of how the LPO, Closing Firm, or party(ies) view the funds.

LPORPC 1.12B REQUIRED TRUST ACCOUNT RECORDS

(a) An LPO or Closing Firm must maintain current trust account records. They may be in electronic or manual form and must be retained for at least six years after the events they record. At minimum, the records must include the following:

- (1) Checkbook register or equivalent for each trust account, including entries for all receipts, disbursements, and transfers, and containing at least:
 - (i) identification of the client matter for which trust funds were received, disbursed, or transferred;
 - (ii) the date on which trust funds were received, disbursed, or transferred;
 - (iii) the check number for each disbursement;
 - (iv) the payor or payee for or from which trust funds were received, disbursed, or transferred; and

- (v) the new trust account balance after each receipt, disbursement, or transfer;
- (2) Individual client ledger records containing either a separate page for each client or an equivalent electronic record showing all individual receipts, disbursements, or transfers, and also containing:
 - (i) identification of the purpose for which trust funds were received, disbursed, or transferred;
 - (ii) the date on which trust funds were received, disbursed or transferred;
 - (iii) the check number for each disbursement;
 - (iv) the payor or payee for or from which trust funds were received, disbursed, or transferred; and
 - (v) the new client fund balance after each receipt, disbursement, or transfer;
- (3) Copies of any agreements pertaining to fees and costs;
- (4) Copies of any statements or accountings to clients or third parties showing the disbursement of funds to them or on their behalf;
- (5) Copies of bills for legal fees and expenses rendered to clients;
- (6) Copies of invoices, bills or other documents supporting all disbursements or transfers from the trust account;
- (7) Bank statements, copies of deposit slips, and cancelled checks or their equivalent;
- (8) Copies of all trust account client ledger reconciliations; and
- (9) Copies of those portions of clients' files that are reasonably necessary for a complete understanding of the financial transactions pertaining to them.

(b) Upon any change in the LPO or Closing Firm practice affecting the trust account, including dissolution or sale of a Closing Firm business, or suspension or other change in the license status of an LPO, the LPO or Closing Firm must make appropriate arrangements for the maintenance of the records specified in this Rule.

Comment:

[1] LPOs must assure that IOLTA accounts are used in any transaction involving the practice of law for others. In addition to closings where legal documents have been selected, prepared or completed by LPOs, IOLTA accounts must hold funds for closings involving legal documents prepared by lawyers. Such transactions would include extensions of credit with loan documents prepared by a lender's lawyer, as well as sale closings with deeds and other legal documents prepared by the clients' lawyers.

[2] The Escrow Agent Registration Act under RCW 18.44 provides procedures for trust account recordkeeping substantially similar to the provisions contained within LPORPC 1.12B. Compliance with the provisions under RCW 18.44 should meet the provisions of this rule.



WSBA

THE LIMITED PRACTICE OFFICER EXAM SUGGESTED STUDY TOPICS REVISED JULY 2009

The following suggested study topics have been prepared by the Limited Practice Board.

Since the successful examinee will be engaged in the limited practice of law under APR 12, it is considered that a general basic knowledge of the nature of real and personal property, basic contract law, laws concerning conveyance and transfer of property title, a thorough knowledge of APR 12, and other related subjects is necessary for success and accuracy. Study and review of these objectives should enable you to fully prepare for the examination.

The exam is four hours long. There are three sections. In order to pass the exam, you must receive a score of 75% or higher on each section. The sections are:

6. Fifty (50) objective questions which may include multiple choice, true or false, matching, or fill-in-the blank types of questions.
7. Between one and five essay questions.
8. A problem to complete in which the examinee will prepare the documents necessary for the proper closing of a real estate transaction. The examinee, after studying the problem will select those documents needed, and complete them properly.

Upon completion of study, you should be able to:

1. Define “property,” “real property,” and “personal property,” and give examples of each definition.
2. List the basic rights inherent in a freehold estate.
3. Describe the characteristics of each of the following estates in land:
 - a. Fee simple absolute
 - b. Fee simple defeasible
 - (1) fee simple determinable
 - (2) subject to a condition subsequent
 - c. Life estate
 - (1) with reversion right
 - (2) with remainder rights
 - d. Future interests
4. When given the title of a person or institution holding title to property for the benefit of others, be able to describe the function, duties and powers of:
 - a. A personal representative (sometimes known as executor, executrix, administrator or administratrix)
 - b. A trustee
 - c. A guardian
 - d. A receiver
 - e. A custodian

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www.wsba.org/info/lpo.htm

5. Illustrate the phrasing used in the grantor clause of a deed for each of the foregoing (see question 4)
6. Name the various legal entities that can hold title to real property which are recognized in Washington and be able to illustrate a grantee/grantor clause for each.
 - a. Write the format by which a corporation may transfer property.
 - b. Prepare a grantor clause and a signature block for a deed by which a corporation would transfer property.
7. Recite the four factors inherent in a joint tenancy ownership of land.
8. Prepare a deed that establishes a joint tenancy ownership.
9. Describe how a tenancy in common is established in Washington.
10. Define and describe the facets of a tenancy in common and be able to give examples.
11. Prepare a grantee clause for a deed transferring title to tenants in common.
12. State how community and separate property ownership is recognized in preparing deeds, and recite the definitions of “community property” and “separate property.”
13. Name the types of partnerships that may hold interests in real property and describe the requirements for each as to authority to execute real property instruments.
14. Name the law that provides for condominium development and state how condominium ownership may be held and transferred.
15. Name the type of ownership interest that may be held in a cooperative apartment.
16. Name and describe the kinds of trusts that may hold land ownership.
17. Define an easement and describe:
 - a. Dominant estate/benefited estate
 - b. Servient estate/burdened estate
18. Name and describe at least seven uses of easements.
19. Define the term “encumbrances.”
20. Describe the difference between an easement and a license concerning the use of another’s land.
21. Give examples of at least five types of common license usage of land belonging to others.
22. Define “covenant” and describe, with examples, the effects if placed on a parcel of land.
23. Prepare a deed that includes covenants that “run with the land.”
24. Define the word “restrictions” as used in connection with land ownership and usage.
25. Describe the effects of restrictions placed on a parcel of land and be able to give examples.

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26. Prepare a deed that includes restrictions on the use of the land.
27. Define the word “reservation” as used when a property is being transferred.
28. Prepare a deed that includes a reservation in favor of the grantor.
29. Define the term “mineral rights” and list some of the types of minerals to which these rights may apply.
30. Understand the differences between real and personal property in relation to standing and/or down timber.
31. Outline the process of determining crop ownership and rights when unharvested crops are involved in a real property transaction.
32. Define the terms "riparian rights", "navigable waters", "accretion", "avulsion", "first class tidelands" and "second class tidelands". Be able to describe how these terms may affect ownership of property located on or near water.
33. Define the term “lien” and describe various types of liens and how they may affect the transferability of a property.
34. Prepare deeds dealing with various types of liens not satisfied at closing, such as mortgages, deeds of trust, assessments, etc.
35. Define “fixture” and “trade fixture” and describe how each is transferred in connection with a real property transaction.
36. Describe the possible interests and/or rights held by a lessee and how they affect the transferability of a parcel of land.
37. Understand and describe the effects on property transfer of the following regulations: taxation, subdividing, Shoreline, FIRPTA (Foreign Investment in Real Property Transfer Act) requirements.
38. Determine the necessity for an excise tax affidavit and excise tax liability for all types of transactions by reference to appropriate statutes and regulations.
39. Demonstrate the following: the ability to select and complete the proper legal instruments when given a particular Purchase and Sale Agreement and Preliminary Commitment for Title Insurance.
40. State the purpose and demonstrate an understanding of APR 12, and the rules and regulations adopted by the Board pursuant to the rule.
41. Describe the composition and functions of the Limited Practice Board.
42. Recite certification requirements for the Limited Practice Officer.
43. Summarize what the Limited Practice Officer is authorized to do under APR 12 and the Limited Practice Rule.
44. List the categories of documents the LPO is authorized to prepare.
45. Describe:
 - a. the conditions under which the LPO is authorized to render LPO services.

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- b. the information that needs to be disclosed by the LPO rendering LPO services to the clients and parties incident to a transaction.
46. Enumerate continuing certification requirements.
 47. Name the three types of deeds used in Washington State.
 - a. Statutory Warranty Deed
 - b. Bargain and Sale Deed
 - c. Quitclaim Deed
 48. List the three statutory warranties for a Statutory Warranty Deed.
 49. Provide the statutory words of conveyance for, and understand the differences between: Quitclaim Deeds, Statutory Warranty Deeds, and Bargain and Sale Deeds.
 50. Describe and understand the statute of frauds.
 51. Enumerate the eight elements that must be present for a valid conveyance by deed.
 52. Describe the different forms of consideration recitals and indicate when each is appropriate.
 53. List the basic types of legal descriptions.
 54. Describe the requirements for valid corporate and individual notary acknowledgments.
 55. Discern the entities involved in the execution of documents and develop appropriate grantor/grantee clauses, signature blocks and notary acknowledgments.
 56. Define the requirements of “legal competency” for the execution of valid legal instruments.
 57. Describe the required elements of a negotiable note.
 58. Describe the following note clauses and be prepared to give an example in writing:
 - a. Accounting clause
 - b. Acceleration clause
 - c. Recital of security
 - d. Due on sale clause
 - e. Penalty interest and late charges
 59. Know and be able to describe the ways in which notes are secured and released by different security instruments on both real and personal property.
 60. Describe the effect of the various types of assignments of the Payee’s interest in a promissory note, e.g., with and without recourse.
 61. Understand provisions of Washington usury laws and how to deal with potentially usurious transactions.
 62. Understand “negative amortization” and describe special considerations that should be included in such a promissory note.

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63. Describe the differences between a deed of trust, a mortgage, and a real estate contract.
64. Understand when a rider for a note or deed of trust may be required by the lender to modify the original terms and conditions of the pre-recorded master form deed of trust or pre-printed forms of the secondary mortgage market.
65. Describe how the trustee of a deed of trust is named and the role the trustee has in relation to the foreclosure of the grantor's rights in the real property.
66. Describe the significance of the practice that the date of the note and the stated date of the note in the security instrument be the same.
67. Describe the reasons for the use of the following additional clauses in a real estate transaction:
 - a. Deed release provision
 - b. Prepayment penalty
 - c. Accelerated interest rate in the event of default
 - d. Reimbursement of taxes and insurance payments advanced by the seller or the lender for the seller
 - e. Deed release with subordination agreement
68. Describe the ways in which the purchaser's and/or seller's interest in a real estate contract can be used as security for a debt.
69. Define the limitations of the warranty that is given by the grantor of a deed given in fulfillment of a real estate contract.
70. Know how to assign a seller's interest or a purchaser's interest in a real estate contract for security purposes.
71. Know how to assign a seller's interest or a purchaser's interest in a real estate contract for other than security purposes.
72. Know when and what documents are used to convey and/or release an interest (full or partial) in real and/or personal property: Quit Claim Deed (to release interest/clear title/release security), Release of Lien, Satisfaction of Mortgage, Satisfaction of Judgment, Assignment or Reconveyance of Deed of Trust and UCC Termination.
73. Explain the significance of "standard of care" and describe the standard of care of an LPO. APR 12(g) and Comment 2.
74. Describe the methods of complying with the financial responsibility requirement and explain the major limitations of each type of coverage (e.g., "course and scope of employment"). APR 12 Regulation 7.
75. Understand the potential liabilities in the event you commit negligence which causes a loss, including your liability to a client, your employer's liability to a client, your liability to your employer, your spouse's liability, etc.
76. Define power of attorney and give examples of its use.

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77. Understand the uses and differences of financing statements under the Uniform Commercial Code.
78. Understand the differences between an option to purchase and a purchase and sale agreement.
79. Understand the purpose of RESPA and Truth in Lending (Reg. Z).
80. Understand the definition and purpose of title insurance.
81. Understand the features of FHA, VA and conventional loans.
82. State the purpose and demonstrate an understanding of the Limited Practice Officer Rules of Professional Conduct (LPORPC).

Limited Practice Board



WSBA

APPLICATION FOR THE LIMITED PRACTICE BOARD EXAMINATION

NOTE: Applications with fingerprints and payment of \$200 must be received at the WSBA offices by 5:00 p.m. on the application due date stated in the application memo.

Please type or print clearly.

Full name _____
Last First Middle (required)
(if no middle name, enter -)

Birth date _____ Social Security Number _____

Location where you will take exam: Seattle Spokane

Home Address _____
City _____ State _____ Zip Code _____

Home Phone No. _____ Home Email _____

Employer Name _____

Employer Address _____
City _____ State _____ Zip Code _____

Employer Phone No. _____ Employer Email _____

Method of Payment:

- Check (\$200 payable to Washington State Bar Association) (continue to next page)
- Credit Card (please complete the section below)

I authorize the WSBA to charge the below noted credit card \$200.

Master Card _____ Visa _____

Credit card no. _____ Expiration date _____

Authorized Signature _____

Name as it appears on card _____

Address (if different from above) _____

City, State, Zip Code _____ Phone no. _____

<i>For office use only</i>	
LPO Examination Fees – 45110 – LPO	
Date _____	
Check no. _____	Amount \$ _____

Number of years you have been a resident of Washington: _____

If you have used another name on any records of a school, court, military branch, bar application or other, please list the name(s) and when and where the names were used:

Name used	Where/Purpose	Dates

Please list your formal educational background, beginning with high school. Attach an additional sheet if necessary.

School/Institution	City, State	Degree/Diploma	Date

Please list all courses and seminars that you attended (or will attend) and all reference books you have used (or will use) specifically for the purpose of preparing for the LPO exam. Attach an additional sheet if necessary.

Course/Book Title	Location or Author	Dates

Please list employers and supervisors for the past five years, beginning with the current or most recent. Attach an additional sheet if necessary.

Employer	Supervisor	Dates	Phone No.

How many years of practical experience do you have in the real estate/escrow/title industry? _____

Circle One

1. Have you ever been admitted to the practice of law in any other state? Yes No
If yes, when and where? _____
2. Have you held, or do you now hold any professional licenses? Yes No
If yes, please list below:
Type of license License Number

3. Have you previously taken the Limited Practice Board Exam? Yes No
If yes, how many times? _____
4. Have you ever been certified as a Limited Practice Officer? Yes No
If yes, what was your LPO number? _____
5. Are there any lawsuits or unsatisfied judgments or liens pending against you? Yes No
*If Yes, provide full details on an attached sheet, with appropriate documentation.
Include a copy of any complaint or similar instrument of judgment.*
6. Have you ever been charged with fraud, deceit, misrepresentation or forgery in any civil, criminal, administrative or other proceeding? Yes No
*If Yes, provide full details on an attached sheet, with appropriate documentation.
Include a copy of the charging instrument.*
7. Have you ever experienced or undergone treatment for any psychiatric problem, or alcohol or drug dependency during the past five years that would interfere with your ability to practice as a limited practice officer? Yes No
If Yes, provide full details on an attached sheet.
8. Have proceedings ever been instituted against you for the revocation of any license, including, but not limited to, a driver's license? Yes No
If Yes, provide full details on an attached sheet.
9. Have you been involved as a debtor in proceedings filed under any provision of the Bankruptcy Code during the past seven years? Yes No
If Yes, provide full details on an attached sheet and provide appropriate documentation. Include schedules showing debts discharged, any creditor's objections, and the order of discharge.
10. Have you ever been dropped, suspended, or expelled from any university or college, or had any form of school or student disciplinary proceeding brought against you? Yes No
If Yes, provide full details on an attached sheet.

11. Have you ever been cited, arrested, charged or convicted for a violation of any law, including minor traffic violations? Yes No

If Yes, complete one line in the table below for each citation, arrest, charge or conviction, whether stemming from the same facts or not. In addition, provide full details on an attached sheet and provide appropriate documentation for matters other than minor traffic violations.

#	Traffic	Misdemeanor	Felony	Other	Date	Place	Court	Basic Allegation of Charges	Disposition
Example		X			9/30/88	Seattle, WA	Municipal	DUI	Dismissed
1									
2									
3									
4									
5									
6									

12. Do you have a disability for which you will need reasonable accommodation in taking the exam? Yes No

If Yes, please notify the WSBA in writing at least 30 days prior to the exam. Medical documentation must support all requests.

AUTHORIZATION, RELEASE AND AFFIDAVIT OF APPLICANT

I, _____ born in _____

on _____, having filed an application for admission to limited practice as a Limited Practice Officer in the state of Washington, hereby consent to have an investigation made as to my moral character, professional reputation, and fitness for the limited practice as a Limited Practice Officer under Rule 12 of the Admission to Practice Rules and such information as may be received reported to the admitting authority. I agree to give any further information which may be required in reference to my past record. I understand that I will not receive a copy of the investigative report unless I have been denied admission to limited practice, and request in writing, a copy of said report within 30 days of being advised of my denial. I further understand that the contents of any investigation are pledged except as otherwise regulated by law.

I also authorize and request every person, firm, company, corporation, government agency, court, association or institution having control of any documents, records and other information pertaining to me, to furnish to the Washington State Limited Practice Board any such information, including documents, records, association files regarding charges or complaints filed against me, formal or informal, pending or closed, or any other pertinent data, and to permit the Washington State Limited Practice Board or any of its agents or representatives to inspect and make copies of such documents, records, and other information.

I hereby release, discharge, and exonerate the Washington State Limited Practice Board, its agents and representatives, the admission agency of the above jurisdiction, its agents and representatives, and any person so furnishing information from any and all liability of every nature and kind arising out of the furnishing or inspection of such documents, records, and other information or the investigation made by the Washington State Limited Practice Board or by the admission agency.

I have read the foregoing document and application and have answered all questions fully and frankly. The answers and statements are complete and are true of my own knowledge.

Dated this _____ day of _____, 20____, in the

State of _____ County of _____

Signature of Applicant

Subscribed and sworn to before me on this _____ day of _____, 20____

Notary Public

In and for the state of _____ Residing at _____