



Syndicate Subscription Legal Plans

MECHANICS LIEN — HOMEOWNER DEFENSE **CLIENT INTAKE QUESTIONNAIRE:**

Please send us a copy of the **RECORDED** lien right away, along with any lawsuit papers. Mechanics liens are governed by strict deadlines that can work in your favor — or against you if you are served with a lawsuit and do not respond.

CONFIDENTIAL. This questionnaire is for HOMEOWNERS and PROPERTY OWNERS who have had a mechanics lien (contractor lien) recorded against their property, or who have received a notice threatening one. It is not for contractors, subcontractors, or suppliers seeking to file a lien. If a question does not apply, write "N/A." If unknown, write "Unknown." Attach additional pages if needed.

NAME OF THE CLIENT(s) / PROPERTY OWNER(s):

☐ Primary Owner: _____

☐ Additional Owner (co-owner / spouse): _____

Mailing Address: _____

City: _____ County: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Syndicate Plan Member ID: _____ Plan Start Date: _____

Preferred method of contact:

☐ Phone

☐ Text

☐ Email

PART 1 — WHAT DO YOU NEED?

1.1 Check all that apply:

☐ Remove / release the lien

☐ Dispute the amount claimed

☐ Lien by a subcontractor or supplier I never hired

☐ I already paid my contractor in full

☐ Respond to a lawsuit to foreclose the lien

☐ Negotiate a payment or settlement

☐ Post a bond to release the lien

☐ Lien is blocking a sale or refinance

☐ Received a notice threatening a lien

☐ Not sure — need advice

1.2 Pending sale / refinance closing date (if any): _____

1.3 In your own words, what happened? _____



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PART 2 — THE PROPERTY

- 2.1 Property address: _____
City: _____ County: _____ State: _____ Zip: _____
Assessor's Parcel Number (APN): _____
- 2.2 Owner(s) on title: _____
- 2.3 Property type:
☐ Single-family home ☐ Condominium ☐ Townhouse
☐ Multi-unit (2–4) ☐ Other
- 2.4 Is this your primary residence? ☐ Yes ☐ No
- 2.5 Did a tenant (not the owner) order the work? ☐ Yes ☐ No
- 2.6 Mortgage lender / construction lender (if any): _____

PART 3 — THE LIEN

- 3.1 Lien claimant (person / company filing the lien): _____
Address / Phone: _____
- 3.2 Claimant's role:
☐ My general contractor (hired directly) ☐ Subcontractor hired by my contractor
☐ Material supplier ☐ Equipment rental company
☐ Laborer / worker ☐ Architect / engineer / designer
☐ Not sure
- 3.3 Claimant's CSLB license no. (if a contractor): _____
- 3.4 Date lien was recorded: _____ Recorder document no.: _____
- 3.5 Amount claimed: \$ _____ Date work last performed (per lien): _____
- 3.6 Work / materials described in the lien: _____

- 3.7 How did you learn about the lien?
☐ Served by mail ☐ Served in person
☐ Found it on a title report ☐ Learned from lender / escrow
☐ Not received
- 3.8 Has a lawsuit to foreclose the lien been filed or served? ☐ Yes ☐ No
If yes — Court / Case No. / Date served: _____
- A lien claimant generally must file a lawsuit to enforce the lien within 90 days after recording it. If no lawsuit is filed in time, the lien may be released. If you have been served with a lawsuit, there is a short deadline to respond.*
- 3.9 Has a stop payment notice been given to you or your lender? ☐ Yes ☐ No



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PART 4 — YOUR CONSTRUCTION CONTRACT

4.1 Your contractor: _____ CSLB License No.: _____

Contact / Phone: _____

4.2 Contract date: _____ Contract price: \$ _____

Change orders total: \$ _____

4.3 Description of work: _____

4.4 Status of work:

☐ Completed

☐ Abandoned / stopped

☐ In progress

☐ Terminated by me

☐ Terminated by contractor

Date work was completed or stopped: _____

4.5 Did you record a Notice of Completion or Notice of Cessation? ☐ Yes ☐ No

If yes — date recorded: _____

Recording a Notice of Completion can shorten the time claimants have to record a lien. It must generally be recorded within 15 days after completion.

4.6 Did the contract include the required mechanics lien warning? ☐ Yes ☐ No

PART 5 — PRELIMINARY NOTICES

Subcontractors and suppliers who did not contract directly with you are generally required to serve a "Preliminary Notice" (often called a 20-day notice) to preserve their lien rights.

5.1 Did you receive a Preliminary Notice from the lien claimant? ☐ Yes ☐ No

If yes — date received: _____

5.2 All Preliminary Notices Received:

Sender	Role (sub, supplier, rental)	Date Received	Amount Listed \$	Paid / Released?

PART 6 — PAYMENTS & LIEN RELEASES

6.1 Total paid to your contractor: \$ _____ Balance remaining: \$ _____



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6.2 Payment History:

Date	Amount \$	Paid To	Method	Lien Release Received? (type)

Lien release types: conditional or unconditional, for progress payment or final payment. Unconditional releases are generally effective only after payment clears.

6.3 Did you pay by joint check to the contractor and any subcontractor / supplier? ☐ Yes ☐ No

If yes, explain: _____

6.4 Does your contractor claim they paid the lien claimant? ☐ Yes ☐ No

If yes, explain: _____

PART 7 — WHY YOU DISPUTE THE LIEN

7.1 Reasons (check all that apply):

- ☐ I paid my contractor in full
- ☐ Work was not performed / materials not delivered
- ☐ Work was defective or incomplete
- ☐ Amount exceeds the contract price or reasonable value
- ☐ Claimant is not licensed
- ☐ No Preliminary Notice was served
- ☐ Lien was recorded too late
- ☐ No lawsuit filed within 90 days
- ☐ Lien includes improper charges (interest, fees, delay costs)
- ☐ I did not authorize the work
- ☐ Claimant already signed a release
- ☐ Other

7.2 Explain: _____



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7.3 Is there any amount you agree is owed? ☐ Yes ☐ No

If yes, amount: \$ _____

PART 8 — COMMUNICATIONS & OTHER ACTIONS

8.1 Have you asked the claimant in writing to release the lien? ☐ Yes ☐ No

If yes — date and response: _____

8.2 Has the claimant sent demand letters or threatened foreclosure? ☐ Yes ☐ No

If yes, explain: _____

8.3 Is your contractor out of business, unreachable, or in bankruptcy? ☐ Yes ☐ No

If yes, explain: _____

8.4 Have you filed a CSLB complaint or a claim on the contractor's bond? ☐ Yes ☐ No

If yes, explain: _____

8.5 Have you contacted your title company, lender, or homeowner's insurer? ☐ Yes ☐ No

If yes, explain: _____

PART 9 — DESIRED OUTCOME

9.1 What outcome do you want?

- ☐ Lien released with no payment
- ☐ Lien released after negotiated payment
- ☐ Record a release bond so I can close a sale / refinance
- ☐ Court order releasing the lien
- ☐ Recover my costs from my contractor
- ☐ Defend the foreclosure lawsuit

A property owner can often record a release bond (generally 125% of the lien amount) to remove the lien from the property while the dispute continues.

9.2 Would you consider posting a release bond if needed to close a sale or refinance? ☐ Yes ☐ No

9.3 Maximum amount you would pay to resolve this: \$ _____

PART 10 — DOCUMENT CHECKLIST

Please provide copies of the following, if available. Check each item you are including.

- | | |
|--|--|
| ☐ Recorded mechanics lien | ☐ Lawsuit / summons (if served) |
| ☐ Construction contract | ☐ Change orders |



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- | | |
|---|---|
| ☐ Invoices & proof of payment | ☐ Conditional / unconditional releases |
| ☐ Preliminary (20-day) notices | ☐ Notice of Completion / Cessation |
| ☐ Letters / emails / texts | ☐ Preliminary title report |
| ☐ Photos of the work | ☐ CSLB / bond claim documents |

Certification:

I/We declare that the information provided in this questionnaire is true, correct, and complete to the best of my/our knowledge. I/We understand this information is provided to Syndicate Subscription Legal Plans in confidence for the purpose of evaluating my/our mechanics lien matter.

Signed and dated this ____ day of _____, 20__

Signature (Primary Owner): _____

Print Name: _____

Signature (Additional Owner): _____

Print Name: _____

Please Print and Email to STEVE@STEVEMUELLERLEGAL.COM, or
save this document as a PDF and email to STEVE@STEVEMUELLERLEGAL.COM,
Your information will be reviewed within one hour.