Joint Representation and Fee-Division Agreement

1. Parties: This Joint Representation and Fee-Division Agreement (“Agreement”) is entered into by and between ________________________________________________ (“Client”), and the Lawyers who have signed below (“Lawyers”). The Client and Lawyers are the parties to this agreement (“Parties”). There are no other parties whatsoever to this Agreement. The Parties enter into this Agreement in order to comply with Rule 1.5(e) of the Louisiana Rules of Professional Conduct.

2. Subject Matter of Agreement: This Agreement relates to possible or actual claims by Client against any persons arising out of an incident occurring on or about ___________________________________________________ (“Matter”). This Agreement relates to Matter only, unless otherwise agreed in a signed writing.


4. Client’s Agreement: Client has been advised that the Lawyers will jointly represent Client in this Matter, and Client hereby agrees to being jointly represented by Lawyers in this Matter. Furthermore, Client consents to the division among and between Lawyers of any fees, funds or property recovered in this Matter. The Lawyers will share the fee as follows: __________________________________________________________________. Lawyers may adjust the division of the fee at the conclusion of the Matter. If so, Client will be advised in writing as to the share of the fee that each Lawyer will receive at that time.

5. Miscellaneous

   a. Privilege: Each Lawyer shall have a lien or privilege on all money or property received for Client in connection with the Matter by way of settlement, judgment, decree, execution, garnishment or other proceeding. This lien or privilege shall secure Client’s obligation to pay costs and fees and shall be discharged upon full payment thereof.

   b. Arbitrable Disputes. Any dispute, controversy or claim that may arise among the parties to this agreement shall be resolved by arbitration. Furthermore, any award rendered by any arbitrator(s) may be entered in any court having jurisdiction thereof, including but not limited to Civil District Court for the Parish of Orleans. Among other disputes, the parties hereby agree to arbitrate the following:
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i. Disputes Regarding Fees, Costs and Other Compensation Due to Lawyer. All disputes relating to Costs, Fees, compensation or remuneration to any Lawyer, including but not limited to, disputes arising under the law of contract, unjust enrichment, restitution and/or quantum meruit shall be resolved by arbitration administered by the Louisiana State Bar Association (“LSBA”) Program of Arbitration of Legal Fee Disputes.

ii. All Other Disputes. All other disputes, including but not limited to, those arising under the law of tort, contract, restitution and/or legal malpractice shall be resolved by arbitration administered by the American Arbitration Association (“AAA”) in New Orleans, Louisiana under the Commercial Arbitration Rules, Expedited Procedures effective at the time of the dispute.


i. Responsibility for Costs and Fees of Arbitration. The nonprevailing party shall pay all Costs incurred by the prevailing party. In addition, the nonprevailing party shall pay the prevailing party for all billable time incurred in connection with arbitration and with enforcement of any arbitration award, whether such billable time is incurred by Lawyer acting on his own behalf or by a lawyer or a law firm retained by the prevailing Lawyer or Client. The applicable rate for billable time shall be $250.00 per hour.

ii. Informed Consent to Arbitration. Arbitration proceedings are ways to resolve disputes without use of the court system. Lawyer and Client understand that in agreeing to arbitrate, they are expressly waiving their right to file any lawsuit in court, to broad discovery under the applicable rules of procedure, to a trial by a judge or a jury and to appeal. These are important rights that should not be given up without careful consideration. Arbitration may be more expensive than litigation and often involves substantial up-front costs. Lawyer and Client understand that this paragraph does not prospectively limit Lawyer’s liability to Client in any way, nor does it impinge upon Client’s right to make a disciplinary complaint to the appropriate authorities. Client is advised of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel regarding this arbitration provision. Client is further advised to review the detailed procedures and costs associated with arbitration at the LSBA and AAA websites. To provide these opportunities, this paragraph shall not be effective until 21 days after signing. If Client does not wish this paragraph to become
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effective, Client shall within this 21-day period provide written notice to Lawyer via certified United States mail, return-receipt requested.

d. Governing Law: This agreement shall be governed by Louisiana law.

e. Complete Agreement: This is the complete agreement between the parties with regard to joint representation and fee division in the Matter. The parties expressly acknowledge that Client previously has signed a separate representation agreement with one or more Lawyers relating to the Matter. In addition, the parties expressly acknowledge that Lawyers may have other oral or written agreements among themselves relating to the division of responsibility for workload and costs in the Matter.

Signed and agreed as of the dates set forth below.

86
87 Client
88 Signed as of: ________________
89
90 Lawyer
91 Signed as of: ________________
92
93
94 *** END ***