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## Joint Representation and Fee-Division Agreement

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7 1. Parties: This Joint Representation and Fee-Division Agreement (“Agreement”) is entered  
8 into by and between \_\_\_\_\_ (“Client”),  
9 and the Lawyers who have signed below (“Lawyers”). The Client and Lawyers are the parties  
10 to this agreement (“Parties”). There are no other parties whatsoever to this Agreement. The  
11 Parties enter into this Agreement in order to comply with Rule 1.5(e) of the Louisiana Rules  
12 of Professional Conduct.
- 13 2. Subject Matter of Agreement: This Agreement relates to possible or actual claims by Client  
14 against any persons arising out of an incident occurring on or about  
15 \_\_\_\_\_ (“Matter”). This Agreement  
16 relates to Matter only, unless otherwise agreed in a signed writing.
- 17 3. Lawyers’ Efforts and Responsibilities: The Lawyers hereby assume joint responsibility for  
18 representing Client in connection with the Matter. Each Lawyer shall render “meaningful”  
19 legal services for Client in the Matter.
- 20 4. Client’s Agreement: Client has been advised that the Lawyers will jointly represent Client  
21 in this Matter, and Client hereby agrees to being jointly represented by Lawyers in this  
22 Matter. Furthermore, Client consents to the division among and between Lawyers of any  
23 fees, funds or property recovered in this Matter. The Lawyers will share the fee as follows:  
24 \_\_\_\_\_ . Lawyers  
25 may adjust the division of the fee at the conclusion of the Matter. If so, Client will be advised  
26 in writing as to the share of the fee that each Lawyer will receive at that time.
- 27 5. Miscellaneous
- 28 a. Privilege: Each Lawyer shall have a lien or privilege on all money or property  
29 received for Client in connection with the Matter by way of settlement, judgment,  
30 decree, execution, garnishment or other proceeding. This lien or privilege shall  
31 secure Client’s obligation to pay costs and fees and shall be discharged upon full  
32 payment thereof.
- 33 b. Arbitrable Disputes. Any dispute, controversy or claim that may arise among the  
34 parties to this agreement shall be resolved by arbitration. Furthermore, any award  
35 rendered by any arbitrator(s) may be entered in any court having jurisdiction thereof,  
36 including but not limited to Civil District Court for the Parish of Orleans. Among  
37 other disputes, the parties hereby agree to arbitrate the following:

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- 38 i. Disputes Regarding Fees, Costs and Other Compensation Due to Lawyer. All  
39 disputes relating to Costs, Fees, compensation or remuneration to any  
40 Lawyer, including but not limited to, disputes arising under the law of  
41 contract, unjust enrichment, restitution and/or quantum meruit shall be  
42 resolved by arbitration administered by the Louisiana State Bar Association  
43 (“LSBA”) Program of Arbitration of Legal Fee Disputes.
- 44 ii. All Other Disputes. All other disputes, including but not limited to, those  
45 arising under the law of tort, contract, restitution and/or legal malpractice  
46 shall be resolved by arbitration administered by the American Arbitration  
47 Association (“AAA”) in New Orleans, Louisiana under the Commercial  
48 Arbitration Rules, Expedited Procedures effective at the time of the dispute.
- 49 c. Miscellaneous Arbitration Provisions.
- 50 i. Responsibility for Costs and Fees of Arbitration. The nonprevailing party  
51 shall pay all Costs incurred by the prevailing party. In addition, the  
52 nonprevailing party shall pay the prevailing party for all billable time incurred  
53 in connection with arbitration and with enforcement of any arbitration award,  
54 whether such billable time is incurred by Lawyer acting on his own behalf or  
55 by a lawyer or a law firm retained by the prevailing Lawyer or Client. The  
56 applicable rate for billable time shall be \$250.00 per hour.
- 57 ii. **Informed Consent to Arbitration.** **Arbitration proceedings are ways to**  
58 **resolve disputes without use of the court system. Lawyer and Client**  
59 **understand that in agreeing to arbitrate, they are expressly waiving their**  
60 **right to file any lawsuit in court, to broad discovery under the applicable**  
61 **rules of procedure, to a trial by a judge or a jury and to appeal. These**  
62 **are important rights that should not be given up without careful**  
63 **consideration. Arbitration may be more expensive than litigation and**  
64 **often involves substantial up-front costs. Lawyer and Client understand**  
65 **that this paragraph does not prospectively limit Lawyer’s liability to**  
66 **Client in any way, nor does it impinge upon Client’s right to make a**  
67 **disciplinary complaint to the appropriate authorities. Client is advised**  
68 **of the desirability of seeking and is given a reasonable opportunity to**  
69 **seek the advice of independent legal counsel regarding this arbitration**  
70 **provision. Client is further advised to review the detailed procedures and**  
71 **costs associated with arbitration at the LSBA and AAA websites. To**  
72 **provide these opportunities, this paragraph shall not be effective until 21**  
73 **days after signing. If Client does not wish this paragraph to become**

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74 **effective, Client shall within this 21-day period provide written notice to**  
75 **Lawyer via certified United States mail, return-receipt requested.**

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

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

84 Signed and agreed as of the dates set forth below.

85

86 _____	_____
87 Client	Lawyer
88 Signed as of: _____	Signed as of : _____

89 _____	_____
90 Lawyer	Lawyer
91 Signed as of : _____	Signed as of : _____

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