A GUIDE TO LOUISIANA'S NEW RULES OF PROFESSIONAL CONDUCT

Highlights and where to find them

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Louisiana's New Rules of Professional Conduct: where they can be found:

Effective March 1, 2004, Louisiana has new Rules of Professional Conduct. A redline version of these changes may be found at:

http://www.lsba.org/LRPCRedlineVersion.pdf.

Rule 5.5(c) was amended effective March 24, 2004, and the new version may be found at: http://www.lsba.org/court_rules/SCR03242004.pdf.

Rule 8.3(b) was amended effective May 29, 2004, and can be found at: http://www.lsba.org/court_rules/SCR051404.pdf.

Highlights of new rules

The Louisiana State Bar Association Ethics 2000 Committee followed the progress of the A.B.A. Ethics 2000 Committee and the subsequent actions of the A.B.A. House of Delegates. They made recommendations to the Louisiana Supreme Court, which resulted in the overhaul of Louisiana's Rules of Professional Conduct, effective March 1, 2004. During the several-year process of examining these rules, the Louisiana Supreme Court also made some important changes to our rules, and those changes will also be highlighted here. ***Caveat: Not all rule changes are discussed here. There is no substitute for reading the entire text of the Rules of Professional Conduct.***

New Rule 1.5(e):

> A division of fee between lawyers who are not in the same firm may be made only if:
>
> > (1) The client agrees in writing to the representation by all of the lawyers involved and is advised in writing as to the share of the fee that each lawyer will receive;
> >
> > (2) The total fee is reasonable; and
> >
> > (3) Each lawyer renders meaningful legal services for the client in the matter.

This rule contains two important changes from its previous version:

- The client must be ADVISED IN WRITING of the SHARE OF THE FEE that each lawyer will receive. The client does NOT have to approve or agree in writing to the fee division, and the information may be conveyed to the client at any time before the payment of the fee. For example, it can be contained in the settlement disbursement sheet.

- Each lawyer must render "meaningful" legal services for the client in the matter to share in the fee. "Meaningful" probably means less that "substantial," but more that "case brokering" or a mere referral.

A sample joint representation agreement is attached at the end of these materials.

New Rule 1.6: "Confidentiality of Information" (important changes are shown in bold):

(a) A lawyer shall not reveal information relating to the representation of a client unless the client gives informed consent, the disclosure is impliedly authorized in order to carry out the representation or the disclosure is permitted by paragraph (b).

(b) A lawyer **may** reveal information relating to the representation of a client to the extent the lawyer reasonably believes necessary:

(1) to prevent reasonably certain death or substantial bodily harm;

(2) to prevent the client **from committing a crime or fraud that is reasonably certain to result in substantial injury to the financial interests or property of another and in furtherance of which the client has used or is using the lawyer's services**;

(3) **to prevent, mitigate or rectify substantial injury to the financial interests or property of another that is reasonably certain to result or has resulted from the client's commission of a crime or fraud in furtherance of which the client has used the lawyer's services.**

(4) to secure legal advice about the lawyer's compliance with these Rules;

(5) to establish a claim or defense on behalf of the lawyer in a controversy between the lawyer and the client, to establish a defense to a criminal charge or civil claim against the lawyer based upon conduct in which the client was involved, or to respond to allegations in any proceeding concerning the lawyer's representation of the client; or

(6) to comply with other law or a court order.

Sub-paragraphs (b)(2) and (3) could be nicknamed the "post-Enron" rules. Sub-paragraph (b)(4) merely makes explicit what was assumed under prior rule versions. Note that all of the exceptions contained in sub-part (b) allow permissive disclosure (a lawyer "may" reveal information). This makes sense with respect to parts (4) and (5). But does it really protect the lawyer with regard to the other exceptions? If a lawyer "may" reveal information "to prevent substantial injury to the financial interests or property of another," does the lawyer face civil exposure if he or she fails to do so?

New Rule 1.7, "Conflict of Interest: Current Clients":

> (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
>
> (1) the representation of one client will be directly adverse to another client; or
>
> (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.
>
> (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
>
> (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
>
> (2) the representation is not prohibited by law;
>
> (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
>
> (4) each affected client gives informed consent, confirmed in writing.

"Informed consent" is defined in the Terminology section of the rules (Rule 1.0(e)) to "denote[] the agreement by a person to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct." "Confirmed in writing" (Rule 1.0(b)) "when used in reference to the informed consent of a person, denotes informed consent that is given in writing by the person or a writing that a lawyer promptly transmits to the person confirming an oral informed consent. See paragraph (e) for the definition of

"informed consent." If it is not feasible to obtain or transmit the writing at the time the person gives informed consent, then the lawyer must obtain or transmit it within a reasonable time thereafter."

This clarification of Rule 1.7 solves problems in the language of the prior rule where the verb "may" was used to designate a potential conflict. Many commentators believed that potential conflicts are different from actual, thus the new language regarding "concurrent" conflicts.

New Rule 1.8(a), "Conflict of Interest: Current Clients: Specific Rules:

> (a) A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:
>
> > (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and **transmitted in writing in a manner that can be reasonably understood by the client**;
> >
> > (2) the client is **advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction**; and
> >
> > (3) the client gives **informed consent, in a writing signed by the client**, to the essential terms of the transaction and the lawyer's role in the transaction, **including whether the lawyer is representing the client in the transaction**.

Doing business with clients was always risky, but the bar has been elevated with respect to the writings necessary *before* the business deal is struck.

New Rule 1.8(g):

> A lawyer who represents two or more clients shall not participate in making an **aggregate settlement** of the claims of or against the clients, or in a criminal case an aggregated agreement as to guilty or nolo contendere pleas, **unless each client gives informed consent, in a writing signed by the client, or a court approves a settlement in a certified class action**. The lawyer's disclosure shall include the existence and nature of all the claims or pleas involved and **of the participation of each person in the settlement.**

The requirement that each client must be informed of the participation of each person in the settlement, *i.e.,* how much each is paying or being paid, is not new. It is a commonly unrecognized rule, however, by Louisiana practitioners. The consent in writing is a new addition.

Rule 1.8(k)

Although this rule has been in effect since 1997, many lawyers are unaware of it. It provides:

> A lawyer shall not solicit or obtain a power of attorney or mandate from a client which would authorize the attorney, without first obtaining the client's informed consent to settle, to enter into a binding settlement agreement on the client's behalf or to execute on behalf of the client any settlement or release documents. An attorney may obtain a client's authorization to endorse and negotiate an instrument given in settlement of the client's claim, but only after the client has approved the settlement.

New Rule 1.9, "Duties to Former Clients":

> (a) A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client **unless the former client gives informed consent, confirmed in writing.**
>
> (b) A lawyer shall not knowingly represent a person in the same or a substantially related matter in which a firm with which the lawyer formerly was associated had previously represented a client
>
> > (1) whose interests are materially adverse to that person; and
> >
> > (2) about whom the lawyer had acquired information protected by Rules 1.6 and 1.9(c) that is material to the matter;
>
> unless the former client gives **informed consent, confirmed in writing**.
>
> (c) A lawyer who has formerly represented a client in a matter or whose present or former firm has formerly represented a client in a matter shall not thereafter:
>
> > (1) use information relating to the representation to the disadvantage of the former client except as these Rules would permit or require with respect to a client, or when the information has become generally known; or
> >
> > (2) reveal information relating to the representation except as these Rules would permit or require with respect to a client.

Again, the biggest change from the prior rule is the necessity of "informed consent, confirmed in writing." This new requirement eliminates the possibility of an implied waiver saving the lawyer from a disciplinary violation. For example, under the jurisprudence in Louisiana state

and federal courts, a party's motion to disqualify opposing counsel based on his or her former representation of that party might be defeated if the motion was not filed at or near the commencement of the litigation. The subject lawyer may win the disqualification motion in court, yet still be exposed to disciplinary charges.

New Rule 1.13: "Organization as Client":

> (a) A lawyer employed or retained by an organization represents the organization acting through its duly authorized constituents.
>
> (b) If a lawyer for an organization knows that an officer, employee or other person associated with the organization is engaged in action, intends to act or refuses to act in a matter related to the representation that is a violation of a legal obligation to the organization, or a violation of law that reasonably might be imputed to the organization, and that is likely to result in substantial injury to the organization, then the lawyer shall proceed as is reasonably necessary in the best interest of the organization. Unless the lawyer reasonably believes that it is not necessary in the best interest of the organization to do so, the lawyer shall refer the matter to higher authority in the organization, including, if warranted by the circumstances to the highest authority that can act on behalf of the organization as determined by applicable law.
>
> (c) Except as provided in paragraph (d), **if**
>
> > **(1) despite the lawyer's efforts in accordance with paragraph (b) the highest authority that can act on behalf of the organization insists upon or fails to address in a timely and appropriate manner an action, or a refusal to act, that is clearly a violation of law, and**
> >
> > **(2) the lawyer reasonably believes that the violation is reasonably certain to result in substantial injury to the organization,**
>
> **then the lawyer may reveal information relating to the representation whether or not Rule 1.6 permits such disclosure, but only if and to the extent the lawyer reasonably believes necessary to prevent substantial injury to the organization.**
>
> (d) Paragraph (c) shall not apply with respect to information relating to a lawyer's representation of an organization to investigate an alleged violation of law, or to defend the organization or an officer, employee or other constituent associated with the organization against a claim arising out of an alleged violation of law.
>
> (e) **A lawyer who reasonably believes that he or she has been discharged because of the lawyer's actions taken pursuant to paragraphs (b) or (c), or who withdraws under circumstances that require or permit the lawyer to take action under either**

of those paragraphs, shall proceed as the lawyer reasonably believes necessary to assure that the organization's highest authority is informed of the lawyer's discharge or withdrawal.

(f) In dealing with an organization's directors, officers, employees, members, shareholders or other constituents, a lawyer shall explain the identity of the client when the lawyer knows or reasonably should know that the organization's interests are adverse to those of the constituents with whom the lawyer is dealing.

(g) A lawyer representing an organization may also represent any of its directors, officers, employees, members, shareholders or other constituents, subject to the provisions of Rule 1.7. If the organization's consent to the dual representation is required by Rule 1.7, the consent shall be given by an appropriate official of the organization other than the individual who is to be represented, or by the shareholders.

Again, just as permissive disclosure can put a lawyer in a trick bag as discussed above in connection with Rule 1.6, here permissive disclosure also puts the lawyer who does not disclose at risk of civil liabilities. Note that sub-section (e) is new, and requires ("shall") a lawyer to make a "noisy withdrawal" (or noise regarding the lawyer's termination) under certain circumstances.

Rule 1.15(d)

This rule (now re-numbered; formerly Rule 1.15(b)) has been in effect since May 24, 2001, however, many Louisiana lawyers are unaware of it. It provides:

(d) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. **For purposes of this rule, the third person's interest shall be one of which the lawyer has actual knowledge, and shall be limited to a statutory lien or privilege, a final judgment addressing disposition of those funds or property, or a written agreement by the client or the lawyer on behalf of the client guaranteeing payment out of those funds or property.** Except as stated in this rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property.

The Office of Disciplinary Counsel of the Louisiana Attorney Disciplinary Board takes the further position that a lawyer must pay costs associated with litigation, although not necessarily out of the proceeds of a settlement. Litigation costs include, for example, court reporter's fees, expert's fees, and filing fees.

New Rule 1.15(e)

(e) When in the course of representation a lawyer is in possession of property in which two or more persons (one of whom may be the lawyer) claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the property as to which the interests are not in dispute.

Since Rule 1.15 is entitled "Safekeeping Property," and generally deals with a lawyer's trust account obligations, the obligation to keep disputed property "separate" must mean, in the case of funds, keeping the disputed funds in a trust account.

Rule 1.16(d)

This rule has been in effect since May 24, 2001, but is commonly overlooked. It provides:

> Upon termination of representation, a lawyer shall take steps to the extent reasonably practicable to protect a client's interests, such as giving reasonable notice to the client, allowing time for employment of other counsel, surrendering papers and property to which the client is entitled and refunding any advance payment of fee or expense that has not been earned or incurred. **Upon written request by the client, the lawyer shall promptly release to the client or the client's new lawyer the entire file relating to the matter. The lawyer may retain a copy of the file but shall not condition release over issues relating to the expense of copying the file or for any other reason. The responsibility for the cost of copying shall be determined in an appropriate proceeding.**

Therefore, a lawyer may not hold the file hostage, demanding copying costs be paid before the file is turned over to the former client or the client's new lawyer.

New Rule 2.4: "Lawyer Serving as Third-Party Neutral":

> (a) A lawyer serves as a third-party neutral when the lawyer assists two or more persons who are not clients of the lawyer to reach a resolution of a dispute or other matter that has arisen between them. Service as a third-party neutral may include service as an arbitrator, a mediator or in such other capacity as will enable the lawyer to assist the parties to resolve the matter.
>
> (b) A lawyer serving as a third-party neutral shall inform unrepresented parties that the lawyer is not representing them. When the lawyer knows or reasonably should know that a party does not understand the lawyer's role in the matter, the lawyer shall explain the difference between the lawyer's role as a third-party neutral and a lawyer's role as one who represents a client.

New Rule 3.3: "Candor Toward the Tribunal":

(a) A lawyer shall not knowingly:

(1) make a false statement of fact or law to a tribunal **or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer;**

(2) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or

(3) offer evidence that the lawyer knows to be false. If a lawyer, **the lawyer's client, or a witness called by the lawyer**, has offered material evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures **including, if necessary, disclosure to the tribunal.** A lawyer may refuse to offer evidence, **other than the testimony of a defendant in a criminal matter**, that the lawyer reasonably believes is false.

(b) **A lawyer who represents a client in an adjudicative proceeding and who knows that a person intends to engage, is engaging or has engaged in criminal or fraudulent conduct related to the proceeding shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal.**

(c) The duties stated in paragraphs (a) and (b) continue to the conclusion of the proceeding, and apply even if compliance requires disclosure of information otherwise protected by Rule 1.6.

(d) In an ex parte proceeding, a lawyer shall inform the tribunal of all material facts known to the lawyer that will enable the tribunal to make an informed decision, whether or not the facts are adverse.

The portions of the rule which are new are shown in bold text. These revisions broaden the duty of a lawyer to act contrary to the interests of his or her client, in furtherance of other duties owed to tribunals, third parties, unrepresented persons, the profession, and the public.

New Rule 3.5(c), "Impartiality and Decorum of the Tribunal":

A lawyer shall not:

. . .

(c) communicate with a juror or prospective juror after discharge of the jury if:

(1) the communication is prohibited by law or court order;

(2) the juror has made known to the lawyer a desire not to communicate; or

(3) the communication involves misrepresentation, coercion, duress or harassment;

The entire text of this sub-part is new.

New Rule 3.8(f), "Special Responsibilities of a Prosecutor":

(f) except for statements that are necessary to inform the public of the nature and extent of the prosecutor's action and that serve a legitimate law enforcement purpose, refrain from making extrajudicial comments that have a substantial likelihood of heightening public condemnation of the accused and exercise reasonable care to prevent investigators, law enforcement personnel, employees or other persons assisting or associated with the prosecutor in a criminal case from making an extrajudicial statement that the prosecutor would be prohibited from making under Rule 3.6 or this Rule.

The entire text of this sub-part is new. Rule 3.6 applies generally to trial publicity.

New Rule 4.2: "Communication with Person Represented by Counsel":

In representing a client, a lawyer shall not communicate about the subject of the representation with:

(a) a person the lawyer knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other lawyer or is authorized to do so by law or a court order.

(b) a person the lawyer knows is presently a director, officer, employee, member, shareholder or other constituent of a represented organization and

(1) who supervises, directs or regularly consults with the organization's lawyer concerning the matter;

(2) who has the authority to obligate the organization with respect to the matter; or

> (3) whose act or omission in connection with the matter may be imputed to the organization for purposes of civil or criminal liability.

This new rule codifies the case law regarding contact with an employee or representative of an organization. It also deletes from the old rule a qualifier to sub-section (a), which prohibited a lawyer from communicating with a person known to be represented through the lawyer's client or a third person.

New Rule 4.3, "Dealing with Unrepresented Person":

> In dealing on behalf of a client with a person who is not represented by counsel, a lawyer shall not state or imply that the lawyer is disinterested. When the lawyer knows or reasonably should know that the unrepresented person misunderstands the lawyer's role in a matter, the lawyer shall make reasonable efforts to correct the misunderstanding. The lawyer shall not give legal advice to an unrepresented person, other than the advice to secure counsel, if the lawyer knows or reasonably should know that the interests of such a person are or have a reasonable possibility of being in conflict with the interests of the client.

Formerly, this rule simply prohibited a lawyer from giving legal advice to an unrepresented person, other than advising them to seek the advice of another lawyer.

New Rule 4.4(b), "Respect for Rights of Third Persons":

> (b) A lawyer who receives a writing that, on its face, appears to be subject to the attorney-client privilege or otherwise confidential, under circumstances where it is clear that the writing was not intended for the receiving lawyer, shall refrain from examining the writing, promptly notify the sending lawyer, and return the writing.

This rule is completely new, but in accord with several ethics opinions and decisions.

Rule 5.5(d), "Unauthorized Practice of Law":

Although most of the following language was added to the rule effective April 4, 2002, these sub-parts are sometimes overlooked. The language in sub-part (c) regarding

lawyers who have permanently resigned in lieu of discipline was added effective March 24, 2004.

A lawyer shall not:

. . .

(c) employ, contract with as a consultant, engage as an independent contractor, or otherwise join in any other capacity, in connection with the practice of law, any person the attorney knows or reasonably should know is a disbarred attorney, during the period of disbarment, or any person the attorney knows or reasonably should know is an attorney who has permanently resigned from the practice of law in lieu of discipline; or

(d) employ, contract with as a consultant, engage as an independent contractor, or otherwise join in any other capacity, in connection with the practice of law, any person the attorney knows or reasonably should know is a suspended attorney, during the period of suspension, unless first preceded by the submission of a fully executed employment registration statement to the Office of Disciplinary Counsel, on a registration form provided by the Louisiana Attorney Disciplinary Board, and approved by the Louisiana Supreme Court. The registration form provided for herein shall include:

(1) The identity and bar roll number of the suspended attorney sought to be hired;

(2) The identity and bar roll number of the attorney having direct supervisory responsibility over the suspended attorney throughout the duration of employment or association;

(3) A list of all duties and activities to be assigned to the suspended attorney during the period of employment or association;

(4) The terms of employment of the suspended attorney, including method of compensation;

(5) A statement by the employing attorney that includes a consent to random compliance audits, to be conducted by the Office of Disciplinary Counsel, at any time during the employment or association of the suspended attorney, and

(6) A statement by the employing attorney certifying that the order giving rise to the suspension of the proposed employee has been provided for review and consideration in advance of employment by the suspended attorney.

For purposes of this Rule, the practice of law shall include the following activities:

(1) Holding oneself out as an attorney or lawyer authorized to practice law;

(2) Rendering legal consultation or advice to a client;

(3) Appearing on behalf of a client in any hearing or proceeding, or before any judicial officer, arbitrator, mediator, court, public agency, referee, magistrate, commissioner, hearing officer, or governmental body operating in an adjudicative capacity, including submission of pleadings, except as may otherwise be permitted by law;

(4) Appearing as a representative of the client at a deposition or other discovery matter;

(5) Negotiating or transacting any matter for or on behalf of a client with third parties;

(6) Otherwise engaging in activities defined by law or Supreme Court decision as constituting the practice of law.

In addition, a suspended lawyer shall not receive, disburse or otherwise handle client funds.

Upon termination of the suspended attorney, the employing attorney having direct supervisory authority shall promptly serve upon the Office of Disciplinary Counsel written notice of the termination.

New Rule 8.3: "Reporting Professional Misconduct," or "the Rat Rule":

(a) A lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a question as to the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects, shall inform the Office of Disciplinary Counsel.

(b) A lawyer who knows that a judge has committed a violation of the applicable rules of judicial conduct that raises a question as to the judge's honesty, trustworthiness or fitness for office shall inform the Judiciary Commission. Complaints concerning the conduct of federal judges shall be filed with the appropriate federal authorities in accordance with federal laws and rules governing federal judicial conduct and disability.

(c) This rule does not require the disclosure of information otherwise protected by Rule 1.6 or information gained by a lawyer or judge while participating in an approved lawyers assistance program or while serving as a member of the Ethics Advisory

Service Committee.

The rule regarding the reporting of our fellow lawyers' rule violations has been improved. Before March 1st, we were under a duty to report any violation of the rules to the Office of Disciplinary Counsel. Now we are only obligated to report if the rule violation "raises a question as to the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects."

New Rules 8.4 (e) and (g): "Misconduct":

> It is professional misconduct for a lawyer to:
> . . .
> (e) State or imply an ability to influence improperly a judge, judicial officer, governmental agency or official **or to achieve results by means that violate the Rules of Professional Conduct or other law**;
> . . .
> (g) Threaten to present criminal **or disciplinary charges** solely to obtain an advantage in a civil matter.

The text in bold is new. The addition to sub-part (e) is designed to include, for example, prohibited *ex parte* communications. The added text to sub-part (g) reflects the recent trend of lawyers threatening or filing disciplinary charges as weapons in the arsenal of civil cases, including legal malpractice lawsuits.

Unresolved issues

Client advances

In *Chittenden v. State Farm Mut. Auto. Ins. Co.*, 2000-0414 (La. 5/15/01), 788 So.2d 1140, the Louisiana Supreme Court reaffirmed the principle of the *L.S.B.A. v. Edwins* decision (540 So.2d 294 (La.1989)) insofar as it authorized lawyers to advance to their clients funds for "for minimal, necessary living expenses." Yet Rule 1.8(e) has not yet been amended to reflect that decision. It still provides:

> (e) A lawyer shall not provide financial assistance to a client in connection with pending or contemplated litigation, except that:
>
> > (1) a lawyer may advance court costs and expenses of litigation, the repayment of which may be contingent on the outcome of the matter; and

(2) a lawyer representing an indigent client may pay court costs and expenses of litigation on behalf of the client.

The Court announced in *Chittenden* that it was appointing a special committee "to study the revision of Rule 1.8(e), regarding financial assistance to clients." That committee was also charged with determining the reasonable rate of interest on a loan obtained by the lawyer to secure funds to prosecute a client's litigation could be "passed on" or charged to the client. The committee's initial proposals were widely criticized, and as of yet, the committee has not made any final recommendations to the Supreme Court.

SAMPLE JOINT REPRESENTATION AGREEMENT

Ms. Client [hereinafter "Client"] hereby acknowledges that she is aware of the fact of her joint representation by Lawyer X and Lawyer Y in her lawsuit against Mr. Evil and Evil Empire, Inc., and consents thereto. Client also acknowledges that she is responsible for only a single attorney's fee, and that said fee will be shared by the respective lawyers named above, said division of fees to depend upon a number of factors, including time spent, financial risk undertaken, and quality and effectiveness of the work performed. [Optional at this time: Client is hereby advised that Lawyer X will be receiving 1/3 of the total attorney's fee, and Lawyer Y will be receiving 2/3 of that fee.]

_____
CLIENT

WITNESSES [Optional, but recommended]:

_____

_____

SIGNED AND WITNESSED ON THIS _____ DAY OF _____, _____.

_____
LAWYER X

_____
LAWYER Y