

**JAMES E. BOREN**

ATTORNEY AT LAW

830 MAIN STREET

BATON ROUGE, LOUISIANA 70802

jimboren@bellsouth.net

www.jamesboren.com

Office (225) 387-5786

FAX (225) 336-4667

<Date>

**FLAT FEE**

<Client>

Re:

Dear :

I enjoyed meeting with you and am pleased that you have retained this firm to represent you. This letter will confirm the terms and conditions of our agreement. I agree to represent you in connection with a legal dispute arising from\_\_\_\_\_.

I will be the lawyer responsible for and working on your case. After carefully considering the nature of your case and the impact accepting it will have on my practice, the fee for representing you in this matter will be \_\_\_\_\_. My hourly rate of \$350 could prove more or less expensive than this flat fee, but your desire to finalize your financial arrangement with me and your desire to insure my representation of you throughout these proceedings, regardless of their length and any complications that may arise, causes you to elect this method of contracting with me for my services. I would not accept this case for a lesser fee.

The entire fee is due regardless of the length of time the dispute takes to settle by plea or trial or dismissal. It is paid in exchange for me accepting the representation of you and for rendering advice on a plan of action. You understand that upon payment, the fee belongs to me, it will be deposited into my account, and it will not be held in trust for you.

A client has the right to discharge his lawyer at any time with or without cause. The client always has the right to counsel of his choice. In the event you decide to discharge me, you agree that I am entitled to compensation at the rate of \$350 per hour for the actual work done and time and expenses incurred. Many clients have detailed questions about their fees. Attached is a copy of Rule 1.5 of the Rules of Professional Conduct, which deals with attorney fees.

While I share space in the building with a number of other lawyers, I have no associates or partners and I am not associated with the other lawyers in this building. I am the only lawyer who will work on your case unless you are advised and give your consent to another lawyer's involvement.

The fee quoted above handles and includes all pretrial, trial and sentencing representation. Post conviction relief such as appeals, applications for writs of certiorari, expungements, motions for reduction of sentence, parole or pardon work, probation violations, modifications, or habeas corpus, are not covered by this fee. I am not retained for that purpose.

If additional charges by a bill of information or indictment are brought against you, or if the current matter is severed into more than one trial, or if the case results in a trial and conviction and a new trial is granted for whatever reason, an additional reasonable fee will be required for the additional work required.

The above discussed fee is for the lawyer. Out-of-pocket expenses and charges for an investigator, outside paralegal, expert, travel expense, outside copying costs, online computer research, recording or filing fees, court costs, witness fees and other extraordinary expenses incurred will be reimbursed immediately by client to lawyer.

Minor expenses such as in-house routine copies, faxes, occasional long distance calls, supplies and regular postage will be absorbed by our firm. In-house paralegal expenses will be billed at \$70 an hour and law clerk expenses will be billed at \$30 an hour. Investigative fees will be paid as billed.

We shall keep you well informed as to the progress of your case. Upon your request, I shall send you copies of papers coming in and going out of our office, including correspondence, pleadings, and other court documents. If no one is available when you call, your call shall be returned promptly. You are requested to contact the in-house paralegal handling your case every other week, so you can be kept abreast of what is happening. The file and its progress are open to your inspection at any reasonable time.

I will exercise my best professional judgment and efforts to help you obtain your goals and objectives in this matter. While I cannot and do not guarantee the outcome, every effort will be made to handle your case promptly and efficiently according to the highest legal and ethical standards.

There is no rule regarding how long a lawyer can or must keep a client's files. It is my policy to shred the files of my clients after the file has been closed for ten years. If you want the file at the conclusion of the legal proceedings, you need to let me know in writing that you want it. If you do not notify me when the case is concluded, you are agreeing to allow me to shred your file ten years after it is closed.

If you have any questions regarding this contract, call me at (225) 387-5786. If you understand and agree, sign below. Please return the original to me in the provided stamped, self-addressed envelope and keep the enclosed copy for your file.

I appreciate your confidence in retaining me to undertake this matter.

Yours very truly,

James E. Boren

Enclosures: Copy of letter  
Copy of Rule 1.5  
Stamped, Self-Addressed Envelope

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_

## **RULES OF PROFESSIONAL CONDUCT**

### **RULE 1.5. FEES**

- (a) A lawyer shall not make an agreement for, charge, or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following:
- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
  - (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
  - (3) the fee customarily charged in the locality for similar legal services;
  - (4) the amount involved and the results obtained;
  - (5) the time limitations imposed by the client or by the circumstances;
  - (6) the nature and length of the professional relationship with the client;
  - (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; and
  - (8) whether the fee is fixed or contingent.
- (b) The scope of the representation and the basis or rate of the fee and expenses for which the client will be responsible shall be communicated to the client, preferably in writing, before or within a reasonable time after commencing the representation, except when the lawyer will charge a regularly represented client on the same basis or rate. Any changes in the basis or rate of the fee or expenses shall also be communicated to the client.
- (c) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by Paragraph (d) or other law. A contingent fee agreement shall be in a writing signed by the client. A copy or duplicate original of the executed agreement shall be given to the client at the time of execution of the agreement. The contingency fee agreement shall state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the lawyer in the event of settlement, trial or appeal; the litigation and other expenses that are to be deducted from the recovery; and whether such expenses are to be deducted before or after the contingent fee is calculated. The agreement must clearly notify the client of any expenses for which the client will be liable whether or not the client is the prevailing party. Upon conclusion of a contingent fee matter, the lawyer shall provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.
- (d) A lawyer shall not enter into an arrangement for, charge, or collect:
- (1) any fee in a domestic relations matter, the payment or amount of which is contingent upon the securing of a divorce or upon the amount of alimony or support, or property settlement in lieu thereof; or
  - (2) a contingent fee for representing a defendant in a criminal case.

- (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.
  
- (f) Payment of fees in advance of services shall be subject to the following rules:
  - (1) When the client pays the lawyer a fee to retain the lawyer's general availability to the client and the fee is not related to a particular representation, the funds become the property of the lawyer when paid and may be placed in the lawyer's operating account.
  - (2) When the client pays the lawyer all or part of a fixed fee or of a minimum fee for particular representation with services to be rendered in the future, the funds become the property of the lawyer when paid, subject to the provisions of Rule 1.5(f)(5). Such funds need not be placed in the lawyer's trust account, but may be placed in the lawyer's operating account.
  - (3) When the client pays the lawyer an advance deposit against fees which are to accrue in the future on an hourly or other agreed basis, the funds remain the property of the client and must be placed in the lawyer's trust account. The lawyer may transfer these funds as fees are earned from the trust account to the operating account, without further authorization from the client for each transfer, but must render a periodic accounting for these funds as is reasonable under the circumstances.
  - (4) When the client pays the lawyer an advance deposit to be used for costs and expenses, the funds remain the property of the client and must be placed in the lawyer's trust account. The lawyer may expend these funds as costs and expenses accrue, without further authorization from the client for each expenditure, but must render a periodic accounting for these funds as is reasonable under the circumstances.
  - (5) When the client pays the lawyer a fixed fee, a minimum fee or a fee drawn from an advanced deposit, and a fee dispute arises between the lawyer and the client, either during the course of the representation or at the termination of the representation, the lawyer shall immediately refund to the client the unearned portion of such fee, if any. If the lawyer and the client disagree on the unearned portion of such fee, the lawyer shall immediately refund to the client the amount, if any, that they agree has not been earned, and the lawyer shall deposit into a trust account an amount representing the portion reasonably in dispute. The lawyer shall hold such disputed funds in trust until the dispute is resolved, but the lawyer shall not do so to coerce the client into accepting the lawyer's contentions. As to any fee dispute, the lawyer should suggest a means for prompt resolution such as mediation or arbitration, including arbitration with the Louisiana State Bar Association Fee Dispute Program.