



A STUDENTS' LAWYER

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LIMITED-SCOPE ENGAGEMENT AGREEMENT

Full Read + Game Plan

Date: _____

This Limited-Scope Engagement Agreement (the “Agreement”) is between **Zachary Gaynor, Esq.**, practicing as A Students’ Lawyer (the “Attorney,” “I,” or “me”); _____ (the “Client” or “you”); and, if a name is entered here, _____ (the “Payor”). If no Payor is named, you will pay the fee and the Payor terms do not apply.

1. The Matter. The “Matter” is your status as a student, applicant, or examinee in connection with the _____ program at _____ (the “Institution”) — including admission, enrollment, or an examination or licensing process — and the dispute described here:

— together with the events, decisions, policies, and communications behind it and their academic, financial, and professional consequences.

2. What This Engagement Includes — and Does Not.

This is a *limited-scope engagement* under Rule 4-1.2 of the Rules Regulating The Florida Bar. By signing, you give your informed consent in writing to this limited scope, which I believe is reasonable under the circumstances.

Included. For the flat fee in Section 4, I will:

- (a) do the “Full Read” — a one-time review of everything you provide about the Matter: decision letters and notices, your correspondence with the Institution, the handbook and every policy that applied to you, appeals and responses, academic and financial records, and any recordings — sent together in one organized transmittal as Section 7 requires. Up to about one hundred (100) files (roughly five hundred (500) pages); if your record runs materially longer, I’ll tell you and quote the difference before I begin — never after;
- (b) hold the “Session” — one working meeting with you, by phone, video, or in person, with no time limit and no extra charge if it runs long, at which I give you your “Game Plan”: my candid assessment and recommendation; and

(c) answer follow-up questions by email for seven (7) days after the Session, when the representation ends automatically — closing with a brief email from me restating any deadlines I identified and summarizing where things stand.

I aim to complete the Full Read and hold the Session by the end of the week your complete file arrives; the Session is usually in the evening, after the day's deadlines and filings are behind me, so you have my undivided attention. On written request I will return your file; I keep a copy for six (6) years, after which it may be destroyed without further notice.

Not included. Unless we sign a separate written agreement, I will not:

- contact the Institution or anyone else on your behalf;
- draft or send any demand, appeal, records request, complaint, or filing;
- negotiate or seek emergency relief;
- monitor or preserve any deadline; or
- litigate.

I make no representation or guarantee that any claim exists, that any route is available, or that any remedy can be obtained.

Contact from the Institution. Because this is limited-scope representation, under Rule 4-4.2(b) the Institution's lawyers may communicate with you directly — about anything, including the Matter — unless they have received written notice of my appearance or of a period during which they must communicate with me instead. If anyone from the Institution or its counsel contacts you about the Matter, forward it to me before you respond.

3. Effective Date; Conflict Check. Signing alone does not create an attorney-client relationship. This Agreement takes effect only when (a) you (and the Payor, if named) have signed it; (b) my conflict-of-interest check has cleared; (c) I have confirmed in writing that I accept the engagement; and (d) the fee in Section 4 has been paid — payment is the last step, and its receipt is the "Effective Date." If I decline the engagement or the Effective Date never occurs, the entire fee is promptly refunded.

4. Fee; Payment; Costs. The fee for the Services is a flat, nonrefundable One Thousand Dollars (\$1,000), covering all of the Services however many hours they require. It is due upon my written confirmation that I accept the engagement under Section 3(c) — after you sign and after my conflict check clears — and its payment is what makes this Agreement effective. Payment may be made by Zelle to 561-308-9119 or through my secure payment link at <https://pay.astudentlawyer.com/astudentlawyer>.

Earned on engagement. On the Effective Date the fee is deemed fully earned, becomes my property, and will not be held in a client trust account; it is not refundable merely because the representation ends early. Two protections remain: (1) if the Effective Date never occurs, the entire fee is refunded (Section 3); and (2) you always retain your rights under Rule 4-1.5 of the Rules Regulating The Florida Bar, which prohibits any clearly excessive fee.

I understand that the fee is earned on engagement and will not be held in trust. *Client initials:* _____

Credit toward further representation. If we sign a separate written agreement for greater representation of the Matter — pre-suit or litigation — within two (2) months after the Session,

the full fee paid under this Agreement is credited against the fees under that agreement. The credit does not apply if another lawyer handles the further representation.

If someone else pays. That arrangement is made under Rule 4-1.8(f): the Payor does not become my client, has no right to direct, control, or influence the representation or my professional judgment, and receives no confidential information without your written authorization. Sharing case details with a Payor who is not my client can risk the attorney-client privilege — the election below controls what I may share.

If a Payor is named, initial one line to tell me what I may share:

_____ Attorney MAY share status updates and discuss the Matter with Payor.

_____ Attorney may NOT share information with Payor beyond billing and receipt confirmations.

You may change this election at any time by a writing to me. Any refund will be paid to the Payor. If you are under eighteen, a parent or legal guardian must also sign below as Payor and is personally bound by the fee terms of this Agreement regardless of the election above; you remain my client for all professional-judgment purposes.

Costs. Professional transcription, records charges, and filing fees are costs, not part of the fee. None are anticipated, and I will not incur any cost on your behalf without your advance approval.

5. No Deadlines Are Being Protected. This is important. This engagement does NOT include monitoring, calendaring, tolling, or preserving any deadline — not any statute of limitations; not any complaint window with OCR or another agency or accreditor; not any internal appeal or reconsideration deadline; not anything in your handbook or enrollment materials; and not the promptness emergency relief requires, where delay alone can defeat a TRO or preliminary injunction. Identifying what deadlines may apply is part of the Services, but until that work is complete, no deadline is being protected and a time-sensitive right may be lost while the Matter is under review. If you want a deadline protected, act on your own behalf or promptly retain counsel for that specific purpose — do not wait for the Session.

I have read and understand Section 5. Client initials: _____

6. Where I Am Licensed. I am licensed to practice law in the State of Florida — my only state license. I am also admitted to the bars of the United States District Courts for the Southern, Middle, and Northern Districts of Florida, the District of Colorado, the Southern District of Illinois, the District of Nebraska, the District of New Mexico, and the Western District of Wisconsin, and to the United States Court of Appeals for the Eleventh Circuit. Admission to a federal court permits practice before that court in matters governed by federal law; it is not a license to practice the law of the state in which that court sits.

If your Institution is outside Florida, I am giving you my assessment of your potential claims under federal law that applies nationwide — Title IX, Section 504 and the ADA, and, at public institutions only, constitutional due process — plus how FERPA (no private right to sue, but it shapes records and disclosure) bears on your situation and your practical options. That is not an opinion on that state's own law, and nothing here is the practice of law outside Florida.

Litigation anywhere I am not admitted would require *pro hac vice* admission and local counsel, whom you would retain and pay separately — and I cannot guarantee either would be granted.

7. Preserve and Send Your Evidence. Do not delete, alter, overwrite, or discard anything relating to the Matter — emails in every account you used, texts with timestamps, voicemails, recordings, photos, notes, your submissions, and your records. Download the complete contents of any Institutional email account or student portal now; access is frequently cut off without warning.

Then send me everything in one organized transmittal — documents as complete, unredacted originals in PDF format, and recordings in their original audio or video file format — to zachary@astudentlawyer.com, or, if the files are large, as a single secure cloud-share link — and hold nothing back because it seems unhelpful or embarrassing. My assessment is only as good as the record you give me. Much of the key evidence is in the Institution’s control; a preservation demand to the Institution is not included in this engagement.

Please do not forward me emails one by one; instead, convert each email chain into a single PDF in full-chain format and send me those. If there are more than ten PDFs, begin each file name with the date of the chain, then the title — for example, 12.12.2025 Appeal Decision.

8. Artificial Intelligence. Do not send me legal research, case citations, case names, quotations, holdings, statutes, arguments, or analysis produced in whole or in part by any AI tool — ChatGPT, Claude, Gemini, Copilot, Grok, Perplexity, or anything built on them — whether generated by you or by anyone helping you. AI routinely invents authority that reads as authentic, and courts sanction people for filing it; I already have these tools, plus professional-grade research through Westlaw, and AI output from you adds nothing to the review.

What this Section covers — and what it does not. This Section is about what you create for me in this engagement: your emails and messages to me, and any summary, timeline, narrative, or argument you prepare for my review. If any of that was written or assisted by an AI tool in any part — including anything you sent me before signing — tell me in writing before I begin, and tell me which tool and which parts; your own words, however rough, are worth more to me than anything AI can produce. This Section does not apply to the record itself: documents you actually sent to or received from the Institution or anyone else are the evidence I am reviewing. Send every one of them exactly as it was sent or received, even if an AI tool helped write it at the time; no AI disclosure is required for the record.

Nothing gets altered. Everything you give me — documents, emails, screenshots, audio, video, transcripts — must be authentic, complete, and unaltered, with nothing created, edited, reconstructed, or “enhanced” after the fact by AI or by any other means. Tell me if any transcript was produced by software. I verify every citation and quotation at its source through Westlaw; time I spend identifying, unwinding, or verifying AI-generated material sent in violation of this Section is outside this engagement and billable at \$450 per hour.

I have read and understand Section 8, and I have disclosed in writing any AI-generated or AI-assisted material I prepared for this engagement and already sent. Client initials:

9. Confidentiality; Communications. Our communications, and my work for you, are protected by the attorney-client privilege, the work-product doctrine, and Rules 4-1.6 and 4-1.18 — including anything from before the Effective Date. That protection is fragile, though: a document you send me that the Institution itself created or sent you — a decision letter, an email — is not privileged just because you send it to me; it is part of the record I am reviewing, and the Institution already has it.

A few rules keep the privilege intact:

- use a personal email account only you control — never an Institution-controlled address (like a school “.edu”), which the Institution may be able to read;
- do not copy, forward, or share my emails, advice, or work product with anyone;
- do not post about or publicly discuss the Matter, including on social media or in group chats;
- do not record or machine-transcribe our calls without my written consent — I am in Florida when we speak, and Florida requires the consent of all parties to record a call, Fla. Stat. § 934.03;
- if a parent or anyone else will be present for the Session or on a call with me, tell me beforehand — their presence can affect whether our communications stay privileged; and
- if you have already copied anyone on communications about the Matter, tell me before I begin — the privilege may already be compromised as to those messages, and the practice must stop as of the Effective Date.

Email at zachary@astudentlawyer.com is my primary channel. For your safety, you agree not to take my calls while driving — let it go to voicemail and I will follow up. In performing the Services I may use secure research and drafting technology, including AI-assisted tools, consistent with Florida Bar Ethics Opinion 24-1; all conclusions remain my own professional judgment, and I do not enter your confidential information into any public or consumer AI service. By signing, you consent to that use.

10. Termination; General Terms. You may end the representation at any time by written notice. I may withdraw as permitted by Rule 4-1.16, including on any breach of Sections 7, 8, or 9 or if information you provided proves materially inaccurate or incomplete; no motion to withdraw is required because I will not have appeared in any tribunal. Fee consequences of any termination are governed by Section 4.

This Agreement is governed by Florida law; venue for any dispute between us lies in Palm Beach County, Florida; and any fee dispute may, at your election, be submitted to The Florida Bar’s Fee Arbitration Program. This is our entire agreement concerning the Matter, amendable only in a writing signed by both of us; if any provision is found unenforceable, the rest stays in effect; and this Agreement may be signed in counterparts, with electronic signatures and initials effective. If I convert this practice to a professional limited liability company or other business entity, this Agreement continues without interruption under that entity, and “Attorney” includes it.

I HAVE READ THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS, AND I AGREE TO ALL OF ITS TERMS.

AGREED AND ACCEPTED:

CLIENT

Signature: _____

Date: _____

Print name: _____

ATTORNEY

Signature: _____

Date: _____

Zachary Gaynor, Esq. · Florida Bar No. 125534

A Students' Lawyer

PAYOR (if any)

By signing, Payor agrees to Section 4 and acknowledges that Client alone directs the representation and holds the attorney-client relationship.

Signature: _____

Date: _____

Print name & relationship to Client: _____

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