

CONSULTATION AGREEMENT

1 I. *Parties.* This Consultation Agreement (“Agreement”) is entered into between Dane
2 S. Ciolino, LLC, (“Consultant”), and the client signing below (“Client”) as of the
3 latest date set forth below. Consultant is an independent contractor. There are no
4 other parties whatsoever to this Agreement, including, but not limited to, Loyola
5 University New Orleans or its College of Law.

6 II. *Scope of Consultation.* Client has engaged Consultant as to the following Matter:

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9

10 (“Matter”). Consultant’s representation is in connection with Matter only, unless
11 otherwise agreed in a signed writing

12 III. *No Attorney-Client Relationship.* Consultant, Client and any person whom Client
13 may represent all understand that Consultant is not entering into an attorney-client
14 relationship with anyone, is not providing legal services and is not undertaking the
15 legal representation of Client or of any person represented by Client. Furthermore,
16 Consultant is not acting as a “lawyer” or “attorney at law” in Matter for purposes of
17 the Louisiana Rules of Professional Conduct, including but not limited to, its conflict
18 of interest provisions.

19 IV. *Costs.* Client will pay all Costs incurred by Consultant. As used herein, the term
20 “Costs,” includes, but is not limited to, the following: copying costs, computerized
21 research costs, outsourced document scanning/imaging/coding/indexing, courier
22 expenses, long-distance calling charges, filing and file storage costs, travel expenses
23 (including automobile mileage), and postage expenses.

24 V. *Fees*

25 A. *Combined General Retainer/Minimum Fee.* Client agrees to pay Consultant
26 the amount of **\$5,000.00** as a combined general retainer and minimum fee in
27 this Matter. Once retained, Consultant will perform up to sixteen (16) hours
28 of work on this Matter for no additional fee. In addition, Client is responsible
29 for all Costs and Paraprofessional Billable Time.

30 B. *Billable Time.* Client agrees to pay Consultant for Billable Time as follows.
31 All time will be charged in minimum increments of one-tenth of an hour.

32 1. *Consultant.* Client agrees to pay Consultant and all lawyer associated
33 with consultant at an hourly rate of **\$300.00** per hour for all Billable
34 Time performed in excess of sixteen (16) hours.

35 2. *Paraprofessionals.* Client agrees to pay Consultant at an hourly rate of
36 \$95.00 per hour for all Billable Time performed by law clerks,

- 37 investigators and paralegals associated with Consultant.
38 Paraprofessional time may include, among other things, scanning and
39 indexing documents.
- 40 3. *“Billable Time” Defined.* Billable Time includes all time spent on the
41 Matter, including, but not limited to the following: legal research;
42 drafting/reading email, correspondence and documents; telephone
43 calls; consultations and conferences with Client and other persons;
44 fact investigation; reviewing materials; and, travel time.
- 45 C. *Advanced Deposit.* Upon request by Consultant, Client will pay Consultant
46 an advanced deposit for Fees and Costs. Upon receipt, Consultant will place
47 the advanced deposit in Consultant’s trust account and credit it toward the
48 final payment in this matter or, at the sole discretion of Consultant, toward
49 interim periodic invoices. Consultant may apply all or part of any advanced
50 deposit toward interim periodic invoices without further authorization from
51 or notice to Client. Any part of the deposit not used at the conclusion of the
52 Matter (after all Costs and Fees have been paid) shall be refunded to Client.
53 Consultant shall account for all funds held in trust at the conclusion of the
54 Matter and Consultant will not provide interim accountings unless requested
55 in writing by Client. Any advanced deposit is neither the total fee in this
56 Matter nor an estimate of the total Fees and Costs. Client’s failure to pay an
57 advance deposit upon request shall constitute good cause for Consultant to
58 terminate this agreement.
- 59 D. *Periodic Invoices.* Consultant will invoice Client periodically or upon written
60 request by Client for Fees and Costs. All bills are due and payable by Client
61 within 5 days. If any bill is not paid timely, Client agrees to pay 12%
62 compound annual interest charged every 30 days.
- 63 E. *Not a Contingent Fee.* Client’s obligation to pay Fees and Costs is not
64 contingent on the outcome of the Matter and must be paid by Client
65 irrespective of the result obtained.
- 66 VI. *Arbitration of Disputes.*
- 67 A. *Arbitrable Disputes.* Any dispute, controversy or claim that may arise
68 between Consultant and Client shall be resolved by arbitration administered
69 by the American Arbitration Association in New Orleans, Louisiana under
70 the Commercial Arbitration Rules, Expedited Procedures effective at the time
71 of the dispute. Furthermore, any judgment on any award rendered by the
72 arbitrator(s) may be entered in any court having jurisdiction thereof. Among
73 other disputes, the parties hereby agree to arbitrate the following:
- 74 1. *Disputes Regarding Fees, Costs and Other Compensation.* All disputes
75 relating to Costs, Fees, compensation or remuneration to Consultant,
76 including but not limited to, disputes arising under the law of
77 contract, unjust enrichment, restitution and/or quantum meruit.

78 2. *All Other Disputes.* All other disputes, including but not limited to,
79 those arising under the law of tort, contract, restitution and/or
80 malpractice.

- 81 B. *Responsibility for Costs and Fees of Arbitration.* The nonprevailing party
82 shall pay all Costs incurred by the prevailing party in connection with
83 arbitration and the enforcement of any arbitration award. In addition, the
84 nonprevailing party shall pay the prevailing party for all Billable Time (see
85 supra “Billable Time”) associated with arbitration and the
86 enforcement/collection of any arbitration award, whether such Billable Time
87 is logged directly by Consultant, by Client or by a lawyer or a law firm
88 retained by Consultant or Client. The applicable rates for Billable Time shall
89 be as set forth above in the section denominated “Billable Time.”
- 90 C. *Informed Consent to Arbitration.* Consultant and Client understand that in
91 agreeing to arbitrate, they are expressly waiving their right to file any
92 lawsuit in court and to any trial by jury.

93 VII. *Commencement and Effective Date.* Consultant has not been retained by the Client
94 until Consultant has received a signed copy of this Agreement from Client and
95 Consultant has signed and returned a copy of the Agreement to Client. However,
96 Client is responsible for Billable Time incurred by Consultant prior to the effective
97 date of this Agreement.

98 VIII. *Retention, Delivery and Destruction of Files.* Consultant will scan and store all Client
99 files in electronic PDF format and destroy all hard-copy (paper) files given to or
100 received by Consultant immediately after scanning. All files will be stored “in the
101 cloud” using widely-used providers such as dropbox. Consultant and Client
102 understand that there are risks to confidentiality associated with this means of
103 data/document storage. Consultant will store at Consultant’s expense all relevant
104 PDF files relating to Matter for a period of up to one (1) year following termination
105 of Consultant’s engagement. Consultant may thereafter destroy all of Client’s files
106 without further notice to Client. Client may request in writing that Consultant
107 make available to Client or the Client’s designee any PDF files in Consultant’s
108 possession that have not been destroyed. Within seven (7) days of receipt of such
109 request, Consultant shall make electronic (not hard-copy) files available for
110 download.

111 IX. *Communication.* Consultant and Client will communicate with one another using
112 unencrypted *email* and cellular telephones. Both understand that there are risks to
113 confidentiality associated with these means of communication.

114 X. *Miscellaneous Provisions.*

- 115 A. This Agreement shall be governed by Louisiana law.
116 B. This Agreement is the complete, fully-integrated agreement between
117 Consultant and Client with regard to all matters addressed herein. Any

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118 changes to this Agreement must be in a writing signed by all parties to be
119 effective.

120 C. If any portion of this Agreement, or any portion of any paragraph of this
121 Agreement, is declared invalid, the remaining portions shall be given full
122 effect.

123 D. The contents of this agreement can be proved by any party through an
124 electronic facsimile in PDF or other electronic format without necessity of
125 production of the "original."

126 Signed (either manually or digitally) as of the dates set forth below.
127

Consultant

Dane S. Ciolino for
DANE S. CIOLINO, LLC
18 Farnham Place
Metairie, LA 70005-4008
Mobile: (504) 975-3263
Email: dane@daneциolino.com

Date Signed: _____

Client

Name: _____

Address: _____

Email: _____

Mobile: _____

Date Signed: _____

128 * * * END OF CONSULTATION AGREEMENT * * *