

## LAWYER-CLIENT FIXED-FEE AGREEMENT (BAR ADMISSIONS)

- I. *Parties.* This Lawyer-Client Agreement (“Agreement”) is entered into by and between Dane S. Ciolino, LLC (“Lawyer”), and the client signing below (“Client”) as of the latest date set forth below. Lawyer is an independent contractor. There are no other parties whatsoever to this Agreement, including, but not limited to, Loyola University New Orleans.
- II. *Scope of Representation.* Client has engaged Lawyer in connection with the following Matter:
- Drafting and filing one (1) petition for admission to the bar and/or appointment of a commissioner with the Louisiana Supreme Court. Thus, for example, Lawyer’s representation does not include any filings or any hearings or oral arguments after the original petition. (“Matter”).
- Lawyer’s representation is in connection with Matter only, unless otherwise agreed in a signed writing. Lawyer and Client will discuss the terms of any future representation, including future representation in connection with any commissioner hearing, briefing, or Louisiana Supreme Court proceedings.
- III. *Materials to Be Provided to Lawyer by Client.* Client will promptly provide Lawyer with B&W, PDF scans (at no more than 200 x 200 dpi) the following materials:
- A. *Resume.* Client’s current curriculum vitae or resume.
- B. *Diplomas and Transcripts.* Copies of Client’s law school and undergraduate diplomas and transcripts (unofficial transcripts are acceptable).
- C. *Award Certificates.* Copies of any award certificates or commendations Client may have received, including from any university, school or employer.
- D. *Favorable Documents.* Copies of any documents reflecting Client’s rehabilitation, good deeds, community service work, pro bono work, and the like.
- E. *Documents Relating to Adverse Events/Conditions.* Copies of any documents relating to the adverse events/conditions raised by the Committee on Bar Admissions, including incident reports, police reports, and the like.
- F. *Character Letters.* Character letters in support of Client’s application. Four to six letters are suggested. These letters should address Client’s general good character and fitness to practice law (including lack of problems with drugs/alcohol, etc.). Please have the letters addressed to “The Committee on Bar Admissions,” but have them scanned and emailed directly to Lawyer.
- G. *JLAP Documents.* Any evaluations, correspondence, and other documents relating to the Judges’ and Lawyers’ Assistance Program.

H. *Discussion of Adverse Events/Conditions.* A discussion of each adverse event/condition raised by the Committee. This discussion should be entirely consistent with Client's prior statements to the Committee. This discussion must be written in the third person so it Lawyer can cut and paste it into the petition.

I. *Discussion of Rehabilitation.* A discussion of all circumstances reflecting Client's rehabilitation from past conditions and/or past misconduct. This discussion should be entirely consistent with Client's prior statements to the Committee. This discussion must be written in the third person so it Lawyer can cut and paste it into the petition

IV. *Fees and Costs.*

A. *Costs.* Client will be responsible for all costs. Lawyer, however, may advance such costs. As used herein, the term "Costs," includes, but is not limited to, filing fees, filing boxes and supplies, copying costs, deposition costs, computerized research costs, outsourced document scanning/coding/indexing costs, travel expenses, expert fees, court costs, postage expenses, witness fees, and reasonable interest paid by Lawyer to third-party lenders to cover any cost advances.

B. *Fixed Fee.*

1. *Total Amount of Fee.* Lawyer's total fixed fee for the representation described above in the paragraph "Scope of Representation" is \$\_\_\_\_\_. The fixed fee covers no other legal services.

2. *Terms of Payment.* Lawyer's fixed fee shall be paid in full in advance of Lawyer providing services.

3. *Informed Consent.* Client understands that Lawyer may place all or part of the fixed fee in trust to be disbursed after Lawyer provides services, or in Lawyer's absolute discretion, may be used by Lawyer when paid and, not be placed in the lawyer's trust account. Client further understands that this fee agreement does not alter Client's right to terminate the lawyer-client relationship, and that Client may be entitled to a refund of a portion of the fee if the agreed-upon legal services have not been completed.

4. *Not a Contingent Fee.* Client's obligation to pay Fees and Costs is not contingent on the outcome of the Matter and must be paid by Client irrespective of the results obtained.

V. *Arbitration of All Lawyer-Client Disputes.*

A. *Arbitrable Disputes.* Any dispute, controversy or claim that may arise between Lawyer and Client shall be resolved by arbitration. Furthermore, any award rendered by any arbitrator(s) may be entered in any court having

jurisdiction thereof, including but not limited to Civil District Court for the Parish of Orleans. Among other disputes, the parties hereby agree to arbitrate the following:

1. *Disputes Regarding Fees, Costs and Other Compensation Due to Lawyer.* All disputes relating to Costs, Fees, compensation or remuneration to Lawyer, including but not limited to, disputes arising under the law of contract, unjust enrichment, restitution and/or quantum meruit shall be resolved by arbitration administered by the Louisiana State Bar Association (“LSBA”) Program of Arbitration of Legal Fee Disputes.
2. *All Other Disputes.* All other disputes, including but not limited to, those arising under the law of tort, contract, restitution and/or legal malpractice shall be resolved by arbitration administered by the American Arbitration Association (“AAA”) in New Orleans, Louisiana under the Commercial Arbitration Rules, Expedited Procedures effective at the time of the dispute. Any arbitration declined or rejected by the LSBA will be resolved pursuant to this paragraph.

**B. *Miscellaneous Arbitration Provisions.***

1. *Responsibility for Costs and Fees of Arbitration.* The nonprevailing party shall pay all Costs incurred by the prevailing party. In addition, the nonprevailing party shall pay the prevailing party for all billable time incurred in connection with arbitration and with enforcement of any arbitration award, whether such billable time is incurred by Lawyer acting on his own behalf or by a lawyer or a law firm retained by the prevailing Lawyer or Client. The applicable rate for billable time shall be \$300/hour.
2. *Informed Consent to Arbitration.* Arbitration proceedings are ways to resolve disputes without use of the court system. Lawyer and Client understand that in agreeing to arbitrate, they are expressly waiving their right to file any lawsuit in court, to broad discovery under the applicable rules of procedure, to a trial by a judge or a jury and to appeal. These are important rights that should not be given up without careful consideration. Arbitration may be more expensive than litigation and often involves substantial up-front costs. Lawyer and Client understand that this paragraph does not prospectively limit Lawyer’s liability to Client in any way, nor does it impinge upon Client’s right to make a disciplinary complaint to the appropriate authorities. Client is advised of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel regarding this arbitration provision. Client is further advised to review the detailed procedures and costs associated with arbitration at the LSBA and AAA websites. To provide these opportunities, this paragraph shall not be effective until 21 days after signing. If Client does not wish this paragraph to become effective, Client shall within

119 this 21-day period provide written notice to Lawyer via certified  
120 United States mail, return-receipt requested.

- 121 VI. *Retention, Delivery and Destruction of Files.* Lawyer will scan and store all Client  
122 files in electronic PDF format and destroy all hard-copy (paper) files given to or  
123 received by Lawyer immediately after scanning. All files will be stored “in the cloud”  
124 using widely-used providers such as Dropbox. Lawyer and Client understand that  
125 there are risks to confidentiality associated with this means of data/document  
126 storage. Lawyer will store at Lawyer’s expense all relevant PDF files relating to  
127 Matter for a period of up to one (1) year following termination of Lawyer’s  
128 representation. Lawyer may thereafter destroy all of Client’s files without further  
129 notice to Client. In addition, Lawyer will store all relevant PDF files relating to  
130 property of Client that Lawyer has held in trust for a period of five (5) years and  
131 may thereafter destroy same without further notice to Client. Client may request in  
132 writing that Lawyer make available to Client or the Client’s designee any PDF files  
133 in Lawyer’s possession that have not been destroyed. Within seven (7) days of  
134 receipt of such request, Lawyer shall make electronic (not hard-copy) files available  
135 for download.
- 136 VII. *Communication.* Lawyer and Client will communicate with one another using  
137 unencrypted email and cellular telephones. Both understand that there are risks to  
138 confidentiality associated with these means of communication.
- 139 VIII. *No Guarantee.* Client acknowledges that Lawyer has made no guarantee regarding  
140 the disposition of any phase of this case. During the course of representation,  
141 Lawyer may provide Client with his candid advice and professional predictions  
142 regarding how the Matter may be resolved by a jury or other finder of fact. In so  
143 doing, Lawyer makes no guarantee regarding the outcome.
- 144 IX. *Governing Law.* This agreement shall be governed by the law of the State of  
145 Louisiana.
- 146 X. *Complete Agreement, Amendment and Severability.* This is the complete agreement  
147 between Lawyer and Client with regard to matters addressed herein. Any changes  
148 or amendments to this Agreement and any future agreement(s) as to Costs and/or  
149 Fees owed under this Agreement must be set forth in a writing signed by the parties  
150 in order to be effective. There are no oral agreements of any kind relating to  
151 Lawyer’s representation of Client. If any portion of this Agreement, or any portion of  
152 any paragraph of this Agreement, is declared invalid, the remaining portions shall  
153 be given full effect.
- 154 XI. *Electronic Signatures and Copies.* Lawyer and Client agree that a digital signature  
155 shall be effective to prove assent to the terms of this Agreement. Furthermore,  
156 Lawyer and Client agree that the terms of this Agreement may be proved through  
157 an electronic facsimile, including a scanned electronic copy in Portable Document  
158 Format (“PDF”) or other digital format, and that no “original” hard-copy document  
159 shall be retained by Lawyer to prove the terms of this Agreement.

XII. *Notices.* All notices shall be provided to the parties at the email addresses set forth below.

XIII. *Commencement; Effective Date.* Lawyer will not begin work on Matter, has not been retained by the Client, and is under no duty to represent the Client until Client has paid the Total Amount of Fee to Lawyer, and Lawyer has signed this Agreement and returned it to Client. Unless otherwise provided herein (*i.e.*, arbitration clause), this Agreement is effective as of the date of Lawyer's signature.

XIV. *Consultation and Informed Consent.* By signing below, Client acknowledges that Client has had the opportunity to discuss the terms of each paragraph of this Agreement with Lawyer.

XV. *Applicability of Louisiana Rules of Professional Conduct.* Lawyer and Client understand that Lawyer is bound by all provisions of the Louisiana Rules of Professional Conduct ("Rules"). Any obligation arising under this Agreement that conflicts with Lawyer's obligations under the Rules shall have no effect.

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

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**Lawyer**

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

Date Signed: \_\_\_\_\_

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**Client**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Mobile: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\* \* \* END OF LAWYER-CLIENT AGREEMENT \* \* \*