

LAWYER-CLIENT FIXED-FEE AGREEMENT (BAR ADMISSIONS)

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

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

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

46 IV. *Fees and Costs.*

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

54 B. *Fixed Fee.*

55 1. *Total Amount of Fee.* Lawyer’s total fixed fee for the representation
56 described above in the paragraph “Scope of Representation” is
57 \$_____. The fixed fee covers no other legal services.

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

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

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

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

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

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

- 78 1. *Disputes Regarding Fees, Costs and Other Compensation Due to*
79 *Lawyer.* All disputes relating to Costs, Fees, compensation or
80 remuneration to Lawyer, including but not limited to, disputes arising
81 under the law of contract, unjust enrichment, restitution and/or
82 quantum meruit shall be resolved by arbitration administered by the
83 Louisiana State Bar Association (“LSBA”) Program of Arbitration of
84 Legal Fee Disputes.
- 85 2. *All Other Disputes.* All other disputes, including but not limited to,
86 those arising under the law of tort, contract, restitution and/or legal
87 malpractice shall be resolved by arbitration administered by the
88 American Arbitration Association (“AAA”) in New Orleans, Louisiana
89 under the Commercial Arbitration Rules, Expedited Procedures
90 effective at the time of the dispute.

91 B. *Miscellaneous Arbitration Provisions.*

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

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

120 VI. *Retention, Delivery and Destruction of Files.* Lawyer will scan and store all Client
121 files in electronic PDF format and destroy all hard-copy (paper) files given to or
122 received by Lawyer immediately after scanning. All files will be stored “in the cloud”
123 using widely-used providers such as Dropbox. Lawyer and Client understand that
124 there are risks to confidentiality associated with this means of data/document
125 storage. Lawyer will store at Lawyer’s expense all relevant PDF files relating to
126 Matter for a period of up to one (1) year following termination of Lawyer’s
127 representation. Lawyer may thereafter destroy all of Client’s files without further
128 notice to Client. In addition, Lawyer will store all relevant PDF files relating to
129 property of Client that Lawyer has held in trust for a period of five (5) years and
130 may thereafter destroy same without further notice to Client. Client may request in
131 writing that Lawyer make available to Client or the Client’s designee any PDF files
132 in Lawyer’s possession that have not been destroyed. Within seven (7) days of
133 receipt of such request, Lawyer shall make electronic (not hard-copy) files available
134 for download.

135 VII. *Communication.* Lawyer and Client will communicate with one another using
136 unencrypted email and cellular telephones. Both understand that there are risks to
137 confidentiality associated with these means of communication.

138 VIII. *No Guarantee.* Client acknowledges that Lawyer has made no guarantee regarding
139 the disposition of any phase of this case. During the course of representation,
140 Lawyer may provide Client with his candid advice and professional predictions
141 regarding how the Matter may be resolved by a jury or other finder of fact. In so
142 doing, Lawyer makes no guarantee regarding the outcome.

143 IX. *Governing Law.* This agreement shall be governed by the law of the State of
144 Louisiana.

145 X. *Complete Agreement, Amendment and Severability.* This is the complete agreement
146 between Lawyer and Client with regard to matters addressed herein. Any changes
147 or amendments to this Agreement and any future agreement(s) as to Costs and/or
148 Fees owed under this Agreement must be set forth in a writing signed by the parties
149 in order to be effective. There are no oral agreements of any kind relating to
150 Lawyer’s representation of Client. If any portion of this Agreement, or any portion of
151 any paragraph of this Agreement, is declared invalid, the remaining portions shall
152 be given full effect.

153 XI. *Electronic Signatures and Copies.* Lawyer and Client agree that a digital signature
154 shall be effective to prove assent to the terms of this Agreement. Furthermore,
155 Lawyer and Client agree that the terms of this Agreement may be proved through
156 an electronic facsimile, including a scanned electronic copy in Portable Document
157 Format (“PDF”) or other digital format, and that no “original” hard-copy document
158 shall be retained by Lawyer to prove the terms of this Agreement.

- 159 XII. *Notices.* All notices shall be provided to the parties at the addresses or email
160 addresses set forth below.
- 161 XIII. *Commencement; Effective Date.* Lawyer will not begin work on Matter, has not been
162 retained by the Client, and is under no duty to represent the Client until Client has
163 paid the Total Amount of Fee to Lawyer, and Lawyer has signed this Agreement and
164 returned it to Client. Unless otherwise provided herein (*i.e.*, arbitration clause), this
165 Agreement is effective as of the date of Lawyer’s signature.
- 166 XIV. *Consultation and Informed Consent.* By signing below, Client acknowledges that
167 Client has had the opportunity to discuss the terms of each paragraph of this
168 Agreement with Lawyer.
- 169 XV. *Applicability of Louisiana Rules of Professional Conduct.* Lawyer and Client
170 understand that Lawyer is bound by all provisions of the Louisiana Rules of
171 Professional Conduct (“Rules”). Any obligation arising under this Agreement that
172 conflicts with Lawyer’s obligations under the Rules shall have no effect.
- 173 Signed (either manually or digitally) as of the dates set forth below.
174

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

Date Signed: _____

Client

Name: _____

Address: _____

Email: _____

Mobile: _____

Date Signed: _____

175 * * * END OF LAWYER-CLIENT AGREEMENT * * *