

# LAWYER-CLIENT FIXED-FEE AGREEMENT

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 \_\_\_\_\_  
9 \_\_\_\_\_  
10 \_\_\_\_\_  
11 \_\_\_\_\_

12  
13 (“Matter”). Lawyer’s representation is in connection with Matter only, unless  
14 otherwise agreed in a signed writing.

15 III. *Fees and Costs.*

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

23 B. *Fixed Fee.*

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

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

29 3. *Informed Consent.* Client understands that Lawyer may place all or  
30 part of the fixed fee in trust to be disbursed after Lawyer provides  
31 services, or in Lawyer’s absolute discretion, may be used by Lawyer  
32 when paid and, not be placed in the lawyer’s trust account. Client  
33 further understands that this fee agreement does not alter Client’s  
34 right to terminate the lawyer-client relationship, and that Client may

35 be entitled to a refund of a portion of the fee if the agreed-upon legal  
36 services have not been completed.

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

40 IV. *Arbitration of All Lawyer-Client Disputes.*

41 A. *Arbitrable Disputes.* Any dispute, controversy or claim that may arise  
42 between *Lawyer* and Client shall be resolved by arbitration. Furthermore,  
43 any award rendered by any arbitrator(s) may be entered in any court having  
44 jurisdiction thereof, including but not limited to Civil District Court for the  
45 Parish of Orleans. Among other disputes, the parties hereby agree to  
46 arbitrate the following:

47 1. *Disputes Regarding Fees, Costs and Other Compensation Due to*  
48 *Lawyer.* All disputes relating to Costs, Fees, compensation or  
49 remuneration to Lawyer, including but not limited to, disputes arising  
50 under the law of contract, unjust enrichment, restitution and/or  
51 quantum meruit shall be resolved by arbitration administered by the  
52 Louisiana State Bar Association ("LSBA") Program of Arbitration of  
53 Legal Fee Disputes.

54 2. *All Other Disputes.* All other disputes, including but not limited to,  
55 those arising under the law of tort, contract, restitution and/or legal  
56 malpractice shall be resolved by arbitration administered by the  
57 American Arbitration Association ("AAA") in New Orleans, Louisiana  
58 under the Commercial Arbitration Rules, Expedited Procedures  
59 effective at the time of the dispute.

60 B. *Miscellaneous Arbitration Provisions.*

61 1. *Responsibility for Costs and Fees of Arbitration.* The nonprevailing  
62 party shall pay all Costs incurred by the prevailing party. In addition,  
63 the nonprevailing party shall pay the prevailing party for all billable  
64 time incurred in connection with arbitration and with enforcement of  
65 any arbitration award, whether such billable time is incurred by  
66 Lawyer acting on his own behalf or by a lawyer or a law firm retained  
67 by the prevailing Lawyer or Client. The applicable rate for billable  
68 time shall be \$300/hour.

69 2. *Informed Consent to Arbitration.* Arbitration proceedings are ways to  
70 resolve disputes without use of the court system. Lawyer and Client  
71 understand that in agreeing to arbitrate, they are expressly waiving  
72 their right to file any lawsuit in court, to broad discovery under the  
73 applicable rules of procedure, to a trial by a judge or a jury and to  
74 appeal. These are important rights that should not be given up  
75 without careful consideration. Arbitration may be more expensive

76 than litigation and often involves substantial up-front costs. Lawyer  
77 and Client understand that this paragraph does not prospectively  
78 limit Lawyer's liability to Client in any way, nor does it impinge upon  
79 Client's right to make a disciplinary complaint to the appropriate  
80 authorities. Client is advised of the desirability of seeking and is given  
81 a reasonable opportunity to seek the advice of independent legal  
82 counsel regarding this arbitration provision. Client is further advised  
83 to review the detailed procedures and costs associated with arbitration  
84 at the LSBA and AAA websites. To provide these opportunities, this  
85 paragraph shall not be effective until 21 days after signing. If Client  
86 does not wish this paragraph to become effective, Client shall within  
87 this 21-day period provide written notice to Lawyer via certified  
88 United States mail, return-receipt requested.

89 V. *Retention, Delivery and Destruction of Files.* Lawyer will scan and store all Client  
90 files in electronic PDF format and destroy all hard-copy (paper) files given to or  
91 received by Lawyer immediately after scanning. All files will be stored "in the cloud"  
92 using widely-used providers such as Dropbox. Lawyer and Client understand that  
93 there are risks to confidentiality associated with this means of data/document  
94 storage. Lawyer will store at Lawyer's expense all relevant PDF files relating to  
95 Matter for a period of up to one (1) year following termination of Lawyer's  
96 representation. Lawyer may thereafter destroy all of Client's files without further  
97 notice to Client. In addition, Lawyer will store all relevant PDF files relating to  
98 property of Client that Lawyer has held in trust for a period of five (5) years and  
99 may thereafter destroy same without further notice to Client. Client may request in  
100 writing that Lawyer make available to Client or the Client's designee any PDF files  
101 in Lawyer's possession that have not been destroyed. Within seven (7) days of  
102 receipt of such request, Lawyer shall make electronic (not hard-copy) files available  
103 for download.

104 VI. *Communication.* Lawyer and Client will communicate with one another using  
105 unencrypted email and cellular telephones. Both understand that there are risks to  
106 confidentiality associated with these means of communication.

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

112 VIII. *Governing Law.* This agreement shall be governed by the law of the State of  
113 Louisiana.

114 IX. *Complete Agreement, Amendment and Severability.* This is the complete agreement  
115 between Lawyer and Client with regard to matters addressed herein. Any changes  
116 or amendments to this Agreement and any future agreement(s) as to Costs and/or  
117 Fees owed under this Agreement must be set forth in a writing signed by the parties  
118 in order to be effective. There are no oral agreements of any kind relating to  
119 Lawyer's representation of Client. If any portion of this Agreement, or any portion of

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

122 X. *Electronic Signatures and Copies.* Lawyer and Client agree that a digital signature  
123 shall be effective to prove assent to the terms of this Agreement. Furthermore,  
124 Lawyer and Client agree that the terms of this Agreement may be proved through  
125 an electronic facsimile, including a scanned electronic copy in Portable Document  
126 Format (“PDF”) or other digital format, and that no “original” hard-copy document  
127 shall be retained by Lawyer to prove the terms of this Agreement.

128 XI. *Notices.* All notices shall be provided to the parties at the addresses or email  
129 addresses set forth below.

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

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

138 XIV. *Applicability of Louisiana Rules of Professional Conduct.* Lawyer and Client  
139 understand that Lawyer is bound by all provisions of the Louisiana Rules of  
140 Professional Conduct (“Rules”). Any obligation arising under this Agreement that  
141 conflicts with Lawyer’s obligations under the Rules shall have no effect.

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

143

\_\_\_\_\_  
**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: \_\_\_\_\_

\_\_\_\_\_  
**Client**

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

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

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

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

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

144

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