

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 the client signing below (“Client”) as
3 of the latest date set forth below. Lawyer is an independent contractor. There are no
4 other parties whatsoever to this Agreement, including, but not limited to, Loyola
5 University New Orleans.

6 II. *Scope of Representation.* Client has engaged Lawyer in connection with the following
7 Matter:

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9
10
11 (“Matter”). Lawyer’s representation is in connection with Matter only, unless
12 otherwise agreed in a signed writing.

13 III. *Fees and Costs.*

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

21 B. *Fixed Fee.*

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

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

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

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

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

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

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

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

59 B. *Miscellaneous Arbitration Provisions.*

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

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

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

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

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

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

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

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

LAWYER-CLIENT AGREEMENT

- 121 X. *Electronic Signatures and Copies.* Lawyer and Client agree that a digital signature
122 shall be effective to prove assent to the terms of this Agreement. Furthermore,
123 Lawyer and Client agree that the terms of this Agreement may be proved through
124 an electronic facsimile, including a scanned electronic copy in Portable Document
125 Format (“PDF”) or other digital format, and that no “original” hard-copy document
126 shall be retained by Lawyer to prove the terms of this Agreement.
- 127 XI. *Notices.* All notices shall be provided to the parties at the email addresses set forth
128 below.
- 129 XII. *Commencement; Effective Date.* Lawyer will not begin work on Matter, has not been
130 retained by the Client, and is under no duty to represent the Client until Client has
131 paid the Total Amount of Fee to Lawyer, and Lawyer has signed this Agreement and
132 returned it to Client. Unless otherwise provided herein (*i.e.*, arbitration clause), this
133 Agreement is effective as of the date of Lawyer’s signature.
- 134 XIII. *Consultation and Informed Consent.* By signing below, Client acknowledges that
135 Client has had the opportunity to discuss the terms of each paragraph of this
136 Agreement with Lawyer.
- 137 XIV. *Applicability of Louisiana Rules of Professional Conduct.* Lawyer and Client
138 understand that Lawyer is bound by all provisions of the Louisiana Rules of
139 Professional Conduct (“Rules”). Any obligation arising under this Agreement that
140 conflicts with Lawyer’s obligations under the Rules shall have no effect.

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

142

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: _____

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