

## LAWYER-CLIENT 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 the following Matter:

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

12 III. *Fees and Costs.*

13 A. *Hourly Fee for Billable Time.*

14 1. *Rates*

15 a) *Lawyers.* Client agrees to pay Lawyer at Lawyer’s regular  
16 hourly rate, currently **\$300.00** per hour, for all Billable Time  
17 incurred by lawyers associated with Dane S. Ciolino, LLC,  
18 including Dane S. Ciolino. This regular hourly rate is subject to  
19 periodic readjustment, which Lawyer will communicate to  
20 client in the first post-adjustment invoice.

21 b) *Paraprofessionals.* Client agrees to pay Lawyer at the hourly  
22 rate of \$95.00 per hour for all Billable Time incurred by  
23 paraprofessionals associated with Dane S. Ciolino, LLC  
24 (including law clerks, paralegals, research assistants and  
25 investigators). Paraprofessional Billable Time includes, among  
26 other things, time incurred scanning and electronically  
27 indexing documents.

28 2. *Billable Time.* Billable Time includes *all* time spent on the Matter,  
29 including, but not limited to, the following: legal research;  
30 drafting/reading email, letters, pleadings and documents; telephone  
31 calls; consultations and conferences with Client, witnesses, court  
32 personnel and other persons; settlement negotiations; pretrial  
33 preparation; fact investigation; reviewing materials; travel time; and,  
34 court appearances. Lawyer will round up all Billable Time to the  
35 nearest one-tenth of an hour.

- 36 3. *Bills.* Lawyer will bill Client either upon written request by Client or  
37 periodically at Lawyer's discretion. All bills are due and payable by  
38 Client within 5 days. If any bill is not paid timely, Client agrees to pay  
39 12% compound annual interest charged every 30 days.
- 40 4. *Not a Contingent Fee.* Client's obligation to pay Fees and Costs is not  
41 contingent on the outcome of the Matter and must be paid by Client  
42 irrespective of the results obtained. Lawyer has made no promises or  
43 guarantees as to the results to be obtained.
- 44 B. *Payment in Advance of Services.* Client will pay Lawyer \$\_\_\_\_\_   
45 in advance of services. This will be Lawyer's minimum fee and will include  
46 \_\_\_\_\_ hours of Billable Time.
- 47 C. *Advance Deposit.* In the future, Lawyer may request that Client provide  
48 advance deposits to Lawyer to cover future Fees and Costs. If so, Lawyer will  
49 place each advance deposit in trust and apply it toward the final payment in  
50 this Matter or, at the discretion of Lawyer, toward interim periodic invoices.
- 51 D. *Costs.* Client will be responsible for all costs. Lawyer, however, may advance  
52 such costs. As used herein, the term "Costs," includes, but is not limited to,  
53 filing fees, filing boxes and supplies, copying costs, deposition costs,  
54 computerized research costs, outsourced document scanning/coding/indexing  
55 costs, travel expenses, expert fees, court costs, postage expenses, witness fees,  
56 and reasonable interest paid by Lawyer to third-party lenders to cover any  
57 cost advances.
- 58 E. *No Guarantees Regarding Total Fees and Costs.* Lawyer has made no  
59 promises or guarantees as to the total Fees and Costs of the Matter.

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

- 61 A. *Arbitrable Disputes.* Any dispute, controversy or claim that may arise  
62 between *Lawyer* and Client shall be resolved by arbitration. Furthermore,  
63 any award rendered by any arbitrator(s) may be entered in any court having  
64 jurisdiction thereof, including but not limited to Civil District Court for the  
65 Parish of Orleans. Among other disputes, the parties hereby agree to  
66 arbitrate the following:
- 67 1. *Disputes Regarding Fees, Costs and Other Compensation Due to*  
68 *Lawyer.* All disputes relating to Costs, Fees, compensation or  
69 remuneration to Lawyer, including but not limited to, disputes arising  
70 under the law of contract, unjust enrichment, restitution and/or  
71 quantum meruit shall be resolved by arbitration administered by the  
72 Louisiana State Bar Association ("LSBA") Program of Arbitration of  
73 Legal Fee Disputes.
- 74 2. *All Other Disputes.* All other disputes, including but not limited to,  
75 those arising under the law of tort, contract, restitution and/or legal

76 malpractice shall be resolved by arbitration administered by the  
77 American Arbitration Association (“AAA”) in New Orleans, Louisiana  
78 under the Commercial Arbitration Rules, Expedited Procedures  
79 effective at the time of the dispute. In addition, any arbitration  
80 declined or rejected by the LSBA shall be resolved pursuant to this  
81 paragraph.

82 B. *Miscellaneous Arbitration Provisions.*

83 1. *Responsibility for Costs and Fees of Arbitration.* The nonprevailing  
84 party shall pay all Costs incurred by the prevailing party. In addition,  
85 the nonprevailing party shall pay the prevailing party for all billable  
86 time incurred in connection with arbitration and with enforcement of  
87 any arbitration award, whether such billable time is incurred by  
88 Lawyer acting on his own behalf or by a lawyer or a law firm retained  
89 by the prevailing Lawyer or Client. The applicable rate for billable  
90 time shall be the same as set forth above. *See supra* Billable Time.

91 2. *Informed Consent to Arbitration.* Arbitration proceedings are ways to  
92 resolve disputes without use of the court system. Lawyer and Client  
93 understand that in agreeing to arbitrate, they are expressly waiving  
94 their right to file any lawsuit in court, to broad discovery under the  
95 applicable rules of procedure, to a trial by a judge or a jury and to  
96 appeal. These are important rights that should not be given up  
97 without careful consideration. Arbitration may be more expensive  
98 than litigation and often involves substantial up-front costs. Lawyer  
99 and Client understand that this paragraph does not prospectively  
100 limit Lawyer’s liability to Client in any way, nor does it impinge upon  
101 Client’s right to make a disciplinary complaint to the appropriate  
102 authorities. Client is advised of the desirability of seeking and is given  
103 a reasonable opportunity to seek the advice of independent legal  
104 counsel regarding this arbitration provision. Client is further advised  
105 to review the detailed procedures and costs associated with arbitration  
106 at the LSBA and AAA websites. To provide these opportunities, this  
107 paragraph shall not be effective until 21 days after signing. If Client  
108 does not wish this paragraph to become effective, Client shall within  
109 this 21-day period provide written notice to Lawyer via certified  
110 United States mail, return-receipt requested.

111 V. *Retention, Delivery and Destruction of Files.* Lawyer will scan and store all Client  
112 files in electronic PDF format and destroy all hard-copy (paper) files given to or  
113 received by Lawyer immediately after scanning. All files will be stored “in the cloud”  
114 using widely-used providers such as Dropbox. Lawyer and Client understand that  
115 there are risks to confidentiality associated with this means of data storage. Lawyer  
116 will store at Lawyer’s expense all relevant PDF files relating to Matter for a period  
117 of up to one (1) year following termination of Lawyer’s representation. Client agrees  
118 that Lawyer may thereafter destroy all of Client’s files without further notice to  
119 Client. In addition, Lawyer will store all relevant PDF files relating to property of  
120 Client that Lawyer has held in trust for a period of five (5) years; Client agrees that

121 Lawyer may thereafter destroy same without further notice to Client. At any time,  
122 Client may request in writing that Lawyer make available to Client or the Client's  
123 designee any PDF files in Lawyer's possession that have not been destroyed. Within  
124 seven (7) days of receipt of such request, Lawyer shall make electronic (not hard-  
125 copy) files available for download by Client.

126 VI. *Communication.* Lawyer and Client will communicate with one another using  
127 unencrypted email and mobile telephones. Both understand that there are risks to  
128 confidentiality associated with these means of communication.

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

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

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

144 X. *Electronic Signatures and Copies.* Lawyer and Client agree that a digital signature  
145 shall be effective to prove assent to the terms of this Agreement. Furthermore,  
146 Lawyer and Client agree that the terms of this Agreement may be proved through  
147 an electronic facsimile, including a scanned electronic copy in Portable Document  
148 Format ("PDF") or other digital format, and that no "original" hard-copy document  
149 shall be retained by Lawyer to prove the terms of this Agreement.

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

152 XII. *Commencement; Effective Date.* Lawyer will not begin work on Matter, has not been  
153 retained by the Client, and is under no duty to represent the Client until Lawyer  
154 has signed the Agreement and delivered it to Client. Unless otherwise provided  
155 herein (*i.e.*, arbitration clause), this Agreement is effective only as of the date of  
156 Lawyer's signature. However, if Client engages Lawyer, Client is responsible for any  
157 authorized Billable Time and Costs incurred by Lawyer prior to the effective date.

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

LAWYER-CLIENT AGREEMENT

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161 XIV. *Applicability of Louisiana Rules of Professional Conduct.* Lawyer and Client  
162 understand that Lawyer is bound by all provisions of the Louisiana Rules of  
163 Professional Conduct (“Rules”). Any obligation arising under this Agreement that  
164 conflicts with Lawyer’s obligations under the Rules shall have no effect, but the  
165 remaining portions of the Agreement shall be enforceable.

166 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: \_\_\_\_\_

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