

## LAWYER-CLIENT 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 (“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 \$85.00 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 upon receipt. If a bill is not paid within thirty (30) days of  
39 receipt, simple interest of 1% per month (or portion thereof) shall be  
40 charged by Lawyer calculated from the date due and payable.

41 4. *Not a Contingent Fee.* Client's obligation to pay Fees and Costs is not  
42 contingent on the outcome of the Matter and must be paid by Client  
43 irrespective of the results obtained. Lawyer has made no promises or  
44 guarantees as to the results to be obtained.

45 B. *Payment in Advance of Services.* Client will pay Lawyer \$\_\_\_\_\_   
46 in advance of services. This will be Lawyer's minimum fee and will include  
47 \_\_\_\_\_ hours of Billable Time.

48 C. *Advance Deposit.* In the future, Lawyer may request that Client provide  
49 advance deposits to Lawyer to cover future Fees and Costs. If so, Lawyer will  
50 place each advance deposit in trust and apply it toward the final payment in  
51 this Matter or, at the discretion of Lawyer, toward interim periodic invoices.

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

59 E. *No Guarantees Regarding Total Fees and Costs.* Lawyer has made no  
60 promises or guarantees as to the total Fees and Costs of the Matter.

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

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

68 1. *Disputes Regarding Fees, Costs and Other Compensation Due to*  
69 *Lawyer.* All disputes relating to Costs, Fees, compensation or  
70 remuneration to Lawyer, including but not limited to, disputes arising  
71 under the law of contract, unjust enrichment, restitution and/or  
72 quantum meruit shall be resolved by arbitration administered by the  
73 Louisiana State Bar Association ("LSBA") Program of Arbitration of  
74 Legal Fee Disputes.

75                   2.     *All Other Disputes.* All other disputes, including but not limited to,  
76                             those arising under the law of tort, contract, restitution and/or legal  
77                             malpractice shall be resolved by arbitration administered by the  
78                             American Arbitration Association (“AAA”) in New Orleans, Louisiana  
79                             under the Commercial Arbitration Rules, Expedited Procedures  
80                             effective at the time of the dispute.

81           B.     *Miscellaneous Arbitration Provisions.*

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

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

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

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

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

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

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

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

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

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

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

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

LAWYER-CLIENT AGREEMENT

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

165 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 \* \* \*