

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.
- 19 b) *Paraprofessionals.* Client agrees to pay Lawyer at the hourly
20 rate of \$85.00 per hour for all Billable Time incurred by
21 paraprofessionals associated with Dane S. Ciolino, LLC
22 (including law clerks, paralegals, research assistants and
23 investigators). Paraprofessional Billable Time includes, among
24 other things, time incurred scanning and electronically
25 indexing documents.
- 26 2. *Billable Time.* Billable Time includes *all* time spent on the Matter,
27 including, but not limited to, the following: legal research;
28 drafting/reading email, letters, pleadings and documents; telephone
29 calls; consultations and conferences with Client, witnesses, court
30 personnel and other persons; settlement negotiations; pretrial
31 preparation; fact investigation; reviewing materials; travel time; and,
32 court appearances. Lawyer will round up all Billable Time to the
33 nearest one-tenth of an hour.
- 34 3. *Bills.* Lawyer will bill Client either upon written request by Client or
35 periodically at Lawyer’s discretion. All bills are due and payable by
36 Client upon receipt. If a bill is not paid within thirty (30) days of

37 receipt, simple interest of 1% per month (or portion thereof) shall be
38 charged by Lawyer calculated from the date due and payable.

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

43 B. *Payment in Advance of Services.* Client will pay Lawyer \$ _____
44 in advance of services. Of this amount, \$1,500.00 will be Lawyer's minimum
45 fee and will include five (5) hours of Billable Time. Lawyer will deposit the
46 remainder of the Payment in Advance of Services in Lawyer's trust account
47 and credit that amount toward the final payment in this matter or, at the
48 discretion of Lawyer, toward interim periodic invoices.

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

56 D. *No Guarantees Regarding Total Fees and Costs.* Lawyer has made no
57 promises or guarantees as to the total Fees and Costs of the Matter.

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

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

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

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

78 B. *Miscellaneous Arbitration Provisions.*

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

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

107 V. *Retention, Delivery and Destruction of Files.* Lawyer will scan and store all Client
108 files in electronic PDF format and destroy all hard-copy (paper) files given to or
109 received by Lawyer immediately after scanning. All files will be stored "in the cloud"
110 using widely-used providers such as Dropbox. Lawyer and Client understand that
111 there are risks to confidentiality associated with this means of data storage. Lawyer
112 will store at Lawyer's expense all relevant PDF files relating to Matter for a period
113 of up to one (1) year following termination of Lawyer's representation. Client agrees
114 that Lawyer may thereafter destroy all of Client's files without further notice to
115 Client. In addition, Lawyer will store all relevant PDF files relating to property of
116 Client that Lawyer has held in trust for a period of five (5) years; Client agrees that
117 Lawyer may thereafter destroy same without further notice to Client. At any time,
118 Client may request in writing that Lawyer make available to Client or the Client's
119 designee any PDF files in Lawyer's possession that have not been destroyed. Within
120 seven (7) days of receipt of such request, Lawyer shall make electronic (not hard-
121 copy) files available for download by Client.

- 122 VI. *Communication.* Lawyer and Client will communicate with one another using
123 unencrypted email and mobile telephones. Both understand that there are risks to
124 confidentiality associated with these means of communication.
- 125 VII. *No Guarantee.* Client acknowledges that Lawyer has made no guarantee regarding
126 the disposition of any phase of this case. During the course of representation,
127 Lawyer may provide Client with his candid advice and professional predictions
128 regarding how the Matter may be resolved by a jury or other finder of fact. In so
129 doing, Lawyer makes no guarantee regarding the outcome.
- 130 VIII. *Governing Law.* This agreement shall be governed by the law of the State of
131 Louisiana.
- 132 IX. *Complete Agreement, Amendment and Severability.* This is the complete agreement
133 between Lawyer and Client with regard to matters addressed herein. Any changes
134 or amendments to this Agreement and any future agreement(s) as to Costs and/or
135 Fees owed under this Agreement must be set forth in a writing signed by the parties
136 in order to be effective. There are no oral agreements of any kind relating to
137 Lawyer's representation of Client. If any portion of this Agreement, or any portion of
138 any paragraph of this Agreement, is declared invalid for any reason, the remaining
139 portions shall be given full effect.
- 140 X. *Electronic Signatures and Copies.* Lawyer and Client agree that a digital signature
141 shall be effective to prove assent to the terms of this Agreement. Furthermore,
142 Lawyer and Client agree that the terms of this Agreement may be proved through
143 an electronic facsimile, including a scanned electronic copy in Portable Document
144 Format ("PDF") or other digital format, and that no "original" hard-copy document
145 shall be retained by Lawyer to prove the terms of this Agreement.
- 146 XI. *Notices.* All notices shall be provided to the parties at the physical or email
147 addresses set forth below.
- 148 XII. *Commencement; Effective Date.* Lawyer will not begin work on Matter, has not been
149 retained by the Client, and is under no duty to represent the Client until Lawyer
150 has signed the Agreement and delivered it to Client. Unless otherwise provided
151 herein (*i.e.*, arbitration clause), this Agreement is effective only as of the date of
152 Lawyer's signature. However, if Client engages Lawyer, Client is responsible for any
153 authorized Billable Time and Costs incurred by Lawyer prior to the effective date.
- 154 XIII. *Consultation and Informed Consent.* By signing below, Client acknowledges that
155 Client has had the opportunity to discuss the terms of each paragraph of this
156 Agreement with Lawyer.
- 157 XIV. *Applicability of Louisiana Rules of Professional Conduct.* Lawyer and Client
158 understand that Lawyer is bound by all provisions of the Louisiana Rules of
159 Professional Conduct ("Rules"). Any obligation arising under this Agreement that
160 conflicts with Lawyer's obligations under the Rules shall have no effect, but the
161 remaining portions of the Agreement shall be enforceable.

LAWYER-CLIENT AGREEMENT

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

163

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: _____

164

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