

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. Of this amount, \$1,500.00 will be Lawyer's minimum
47 fee and will include five (5) hours of Billable Time. Lawyer will deposit the
48 remainder of the Payment in Advance of Services in Lawyer's trust account,
49 if any, and credit that amount toward the final payment in this matter or, at
50 the discretion of Lawyer, toward interim periodic invoices.

51 C. *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 D. *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.

80 B. *Miscellaneous Arbitration Provisions.*

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

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

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

- 122 seven (7) days of receipt of such request, Lawyer shall make electronic (not hard-
123 copy) files available for download by Client.
- 124 VI. *Communication.* Lawyer and Client will communicate with one another using
125 unencrypted email and mobile telephones. Both understand that there are risks to
126 confidentiality associated with these means of communication.
- 127 VII. *No Guarantee.* Client acknowledges that Lawyer has made no guarantee regarding
128 the disposition of any phase of this case. During the course of representation,
129 Lawyer may provide Client with his candid advice and professional predictions
130 regarding how the Matter may be resolved by a jury or other finder of fact. In so
131 doing, Lawyer makes no guarantee regarding the outcome.
- 132 VIII. *Governing Law.* This agreement shall be governed by the law of the State of
133 Louisiana.
- 134 IX. *Complete Agreement, Amendment and Severability.* This is the complete agreement
135 between Lawyer and Client with regard to matters addressed herein. Any changes
136 or amendments to this Agreement and any future agreement(s) as to Costs and/or
137 Fees owed under this Agreement must be set forth in a writing signed by the parties
138 in order to be effective. There are no oral agreements of any kind relating to
139 Lawyer's representation of Client. If any portion of this Agreement, or any portion of
140 any paragraph of this Agreement, is declared invalid for any reason, the remaining
141 portions shall be given full effect.
- 142 X. *Electronic Signatures and Copies.* Lawyer and Client agree that a digital signature
143 shall be effective to prove assent to the terms of this Agreement. Furthermore,
144 Lawyer and Client agree that the terms of this Agreement may be proved through
145 an electronic facsimile, including a scanned electronic copy in Portable Document
146 Format ("PDF") or other digital format, and that no "original" hard-copy document
147 shall be retained by Lawyer to prove the terms of this Agreement.
- 148 XI. *Notices.* All notices shall be provided to the parties at the physical or email
149 addresses set forth below.
- 150 XII. *Commencement; Effective Date.* Lawyer will not begin work on Matter, has not been
151 retained by the Client, and is under no duty to represent the Client until Lawyer
152 has signed the Agreement and delivered it to Client. Unless otherwise provided
153 herein (*i.e.*, arbitration clause), this Agreement is effective only as of the date of
154 Lawyer's signature. However, if Client engages Lawyer, Client is responsible for any
155 authorized Billable Time and Costs incurred by Lawyer prior to the effective date.
- 156 XIII. *Consultation and Informed Consent.* By signing below, Client acknowledges that
157 Client has had the opportunity to discuss the terms of each paragraph of this
158 Agreement with Lawyer.
- 159 XIV. *Applicability of Louisiana Rules of Professional Conduct.* Lawyer and Client
160 understand that Lawyer is bound by all provisions of the Louisiana Rules of
161 Professional Conduct ("Rules"). Any obligation arising under this Agreement that

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162 conflicts with Lawyer's obligations under the Rules shall have no effect, but the
163 remaining portions of the Agreement shall be enforceable.

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

165

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: _____

166

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