LAWYER-CLIENT CONTINGENT-FEE AGREEMENT

1. Parties. This Lawyer-Client Contingent-Fee Agreement ("Agreement") is entered into by and between Dane S. Ciolino, LLC ("Lawyer"), and

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

2. Scope of Representation. Client has engaged Lawyer in connection with ________________________________ ("Matter"). Lawyer’s representation is in connection with Matter only, unless otherwise agreed in a signed writing.

3. Fees and Costs

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

   b. Contingent Fee. Lawyer will handle this matter on a contingent-fee basis. Lawyer’s fee will be 40% of any gross recovery, prior to the deduction of Costs, upon substantial completion of the Matter, and/or upon interim receipt of sums prior to substantial completion.

      i. Illustration. To illustrate, if the gross amount recovered from the defendant(s) in this matter totals $10,000.00, Lawyer’s fee would be $4,000.00. In addition, Client will be responsible for any Costs and expenses, including those advanced by Lawyer. If the case is tried and Client recovers nothing, Client will owe no attorney’s fees, but will remain responsible for any incurred Costs.

      ii. Discharge Prior to Completion. If Client should choose to discharge Lawyer prior to substantial completion of the work on the Matter, Client will remain responsible for all Costs. In addition, Client shall pay Lawyer the value of the benefit conferred on the Client by Lawyer’s work. Any such claim by Lawyer shall be an arbitrable dispute, see infra (“Arbitrable Disputes). Lawyer shall have a security interest, lien and privilege on any
property received, paid or to be paid to Client in connection with Matter to secure Lawyer’s claim.

iii. Billing. Since Lawyer is handling this case on a contingent fee basis, Lawyer will bill Client for fees only upon receipt of funds. At such time, Lawyer will provide Client with a bill and disbursement statement outlining Client’s recovery, Lawyer’s fees, and any Costs and expenses advanced by the Lawyer.

iv. No Guarantees Regarding Total Fees and Costs. Lawyer has made no promises or guarantees whatsoever as to the total Fees and Costs of the Matter.

4. Arbitration of All Lawyer-Client Disputes

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

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

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


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

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

5. Retention, Delivery and Destruction of Files. Lawyer will scan and store all Client files in
electronic PDF format and destroy all hard-copy (paper) files given to or received by
Lawyer immediately after scanning. All files will be stored “in the cloud” using widely-
used providers such as SugarSync and Dropbox. Lawyer and Client understand that there
are risks to confidentiality associated with this means of data/document storage. Lawyer
will store at Lawyer’s expense all relevant PDF files relating to Matter for a period of up
to one (1) year following termination of Lawyer’s representation. Lawyer may thereafter
destroy all of Client’s files without further notice to Client. In addition, Lawyer will store
all relevant PDF files relating to property of Client that Lawyer has held in trust for a
period of five (5) years and may thereafter destroy same without further notice to Client.
Client may request in writing that Lawyer make available to Client or the Client’s
designee any PDF files in Lawyer’s possession that have not been destroyed. Within
seven (7) days of receipt of such request, Lawyer shall make electronic (not hard-copy)
files available for download.
6. Communication. Lawyer and Client will communicate with one another using unencrypted email and cellular telephones. Both understand that there are risks to confidentiality associated with these means of communication.

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

8. Governing Law. This agreement shall be governed by the law of the State of Louisiana.

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

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

11. Notices. All notices shall be provided to the parties at the addresses or email addresses set forth below.

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

13. Consultation and Informed Consent. By signing below, Client acknowledges that Client has had the opportunity to discuss the terms of each paragraph of this Agreement with Lawyer.
14. **Applicability of Louisiana Rules of Professional Conduct.** Lawyer and Client understand that Lawyer is bound by all provisions of the Louisiana Rules of Professional Conduct ("Rules"). Any obligation arising under this Agreement that conflicts with Lawyer’s obligations under the Rules shall have no effect.

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
Tel.: (504) 975-3263
Email: dane@daneciolino.com

**Client**

Date Signed: __________________

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