
LAWYER-CLIENT CONTINGENT-FEE AGREEMENT

1 1. Parties. This Lawyer-Client Contingent-Fee Agreement (“Agreement”) is entered into by
2 and between Dane S. Ciolino, LLC (“Lawyer”), and
3 _____ (“Client”) as of the latest date set forth
4 below. Lawyer is an independent contractor. There are no other parties whatsoever to this
5 Agreement, including, but not limited to, Loyola University New Orleans.

6 2. Scope of Representation. Client has engaged Lawyer in connection with
7 _____ (“Matter”).
8 Lawyer’s representation is in connection with Matter only, unless otherwise agreed in a
9 signed writing.

10 3. Fees and Costs

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

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

21 i. Illustration. To illustrate, if the gross amount recovered from the
22 defendant(s) in this matter totals \$10,000.00, Lawyer’s fee would be
23 \$4,000.00. In addition, Client will be responsible for any Costs and
24 expenses, including those advanced by Lawyer. If the case is tried and
25 Client recovers nothing, Client will owe no attorney’s fees, but will remain
26 responsible for any incurred Costs.

27 ii. Discharge Prior to Completion. If Client should choose to discharge
28 Lawyer prior to substantial completion of the work on the Matter, Client
29 will remain responsible for all Costs. In addition, Client shall pay Lawyer
30 the value of the benefit conferred on the Client by Lawyer’s work. Any
31 such claim by Lawyer shall be an arbitrable dispute, *see infra* (“Arbitrable
32 Disputes). Lawyer shall have a security interest, lien and privilege on any

Lawyer _____

Client(s) _____

33 property received, paid or to be paid to Client in connection with Matter to
34 secure Lawyer's claim.

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

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

43 4. Arbitration of All Lawyer-Client Disputes

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

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

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

61 b. Miscellaneous Arbitration Provisions.

62 i. Responsibility for Costs and Fees of Arbitration. The nonprevailing party
63 shall pay all Costs incurred by the prevailing party. In addition, the
64 nonprevailing party shall pay the prevailing party for all billable time
65 incurred in connection with arbitration and with enforcement of any

Lawyer _____

Client(s) _____

66 arbitration award, whether such billable time is incurred by Lawyer acting
67 on his own behalf or by a lawyer or a law firm retained by the prevailing
68 Lawyer or Client. The applicable rate for billable time shall be the same as
69 set forth above. *See supra* Billable Time.

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

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

Lawyer _____

Client(s) _____

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- 104 6. Communication. Lawyer and Client will communicate with one another using
105 unencrypted email and cellular telephones. Both understand that there are risks to
106 confidentiality associated with these means of communication.
- 107 7. No Guarantee. Client acknowledges that Lawyer has made no guarantee regarding the
108 disposition of any phase of this case. During the course of representation, Lawyer may
109 provide Client with his candid advice and professional predictions regarding how the
110 Matter may be resolved by a jury or other finder of fact. In so doing, Lawyer makes no
111 guarantee regarding the outcome.
- 112 8. Governing Law. This agreement shall be governed by the law of the State of Louisiana.
- 113 9. Complete Agreement, Amendment and Severability. This is the complete agreement
114 between Lawyer and Client with regard to matters addressed herein. Any changes or
115 amendments to this Agreement and any future agreement(s) as to Costs and/or Fees owed
116 under this Agreement must be set forth in a writing signed by the parties in order to be
117 effective. There are no oral agreements of any kind relating to Lawyer’s representation of
118 Client. If any portion of this Agreement, or any portion of any paragraph of this
119 Agreement, is declared invalid, the remaining portions shall be given full effect.
- 120 10. Electronic Signatures and Copies. Lawyer and Client agree that a digital signature shall
121 be effective to prove assent to the terms of this Agreement. Furthermore, Lawyer and
122 Client agree that the terms of this Agreement may be proved through an electronic
123 facsimile, including a scanned electronic copy in Portable Document Format (“PDF”) or
124 other digital format, and that no “original” hard-copy document shall be retained by
125 Lawyer to prove the terms of this Agreement.
- 126 11. Notices. All notices shall be provided to the parties at the addresses or email addresses set
127 forth below.
- 128 12. Commencement; Effective Date. Lawyer will not begin work on Matter, has not been
129 retained by the Client, and is under no duty to represent the Client until Lawyer has
130 signed the Agreement and returned it to Client. Unless otherwise provided herein (*i.e.*,
131 arbitration clause), this Agreement is effective as of the date of Lawyer’s signature.
132 However, if Client engages Lawyer, Client is responsible for any authorized Billable
133 Time and Costs incurred by Lawyer prior to the effective date.
- 134 13. Consultation and Informed Consent. By signing below, Client acknowledges that Client
135 has had the opportunity to discuss the terms of each paragraph of this Agreement with
136 Lawyer.

Lawyer _____

Client(s) _____

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137 14. Applicability of Louisiana Rules of Professional Conduct. Lawyer and Client understand
138 that Lawyer is bound by all provisions of the Louisiana Rules of Professional Conduct
139 (“Rules”). Any obligation arising under this Agreement that conflicts with Lawyer’s
140 obligations under the Rules shall have no effect.

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

142

143 _____ 144 Lawyer 145 Dane S. Ciolino for 146 DANE S. CIOLINO, LLC 147 18 Farnham Place 148 Metairie, LA 70005-4008 149 Tel.: (504) 975-3263 150 Email: dane@daneciolino.com 151 _____	152 _____ 153 Client 154 _____ 155 _____ 156 _____
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157 Date Signed: _____ Date Signed: _____

158

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

Lawyer _____

Client(s) _____