

Model Lawyer-Client Engagement Agreements

MODEL LAWYER-CLIENT HOURLY FEE AGREEMENT

1. *Parties.* This Lawyer-Client 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 the following: _____ (“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. *Hourly Fee for Billable Time*

i. *Rates*

(1) *Lawyers.* Client agrees to pay Lawyer at Lawyer’s regular hourly rate, currently \$300.00 per hour, for all Billable Time incurred by lawyers associated with Dane S. Ciolino, LLC, including Dane S. Ciolino.

(2) *Paraprofessionals.* Client agrees to pay Lawyer at the hourly rate of \$75.00 per hour for all Billable Time incurred by paraprofessionals associated with Dane S. Ciolino, LLC (including law clerks, paralegals, research assistants and investigators). Paraprofessional Billable Time includes, among other things, time incurred scanning and electronically indexing documents.

ii. *Billable Time.* Billable Time includes all time spent on the Matter, including, but not limited to, the following: legal research; drafting/reading email, letters, pleadings and documents; telephone calls; consultations and conferences with Client, witnesses, court personnel and other persons; settlement negotiations; pretrial preparation; fact investigation; reviewing materials; travel time; and, court appearances. All Billable Time will be rounded up to the nearest one-tenth of an hour.

iii. *Bills.* Lawyer will bill Client either upon written request by Client or periodically at Lawyer’s discretion. All bills are due and payable by Client upon receipt. If a bill is not paid within thirty (30) days of receipt, simple interest of 1% per

month (or portion thereof) shall be charged by Lawyer calculated from the date due and payable.

iv. *Not a Contingent Fee.* Client's obligation to pay Fees and Costs is not contingent on the outcome of the Matter and must be paid by Client irrespective of the results obtained.

v. *Advanced Deposit.*

(1) *Generally.* Upon request by Lawyer, Client will pay Lawyer an advanced deposit for Fees and Costs. Upon receipt, Lawyer will place the advanced deposit in Lawyer's client trust account and credit it toward the final payment in this matter or, at the discretion of Lawyer, toward interim periodic invoices. Lawyer may apply all or part of any advanced deposit toward interim periodic invoices without further authorization from or notice to Client. Any part of the deposit not used at the conclusion of the case (after all Costs and Fees have been paid) shall be refunded to Client. Lawyer shall fully account for all funds held in trust at the conclusion of the Matter and Lawyer will not provide interim accountings unless requested in writing by Client. Any advanced deposit is neither the total fee in this Matter nor an estimate of the total fee. Client's failure to pay an advance deposit upon request shall constitute good cause for Lawyer to terminate this agreement and to withdraw from any further representation of Client.

(2) *Initial Advanced Deposit.* Client will pay lawyer an Initial Advanced Deposit of \$ _____.

vi. *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.

b. *Miscellaneous Arbitration Provisions.*

i. *Responsibility for Costs and Fees of Arbitration.* The nonprevailing party shall pay all Costs incurred by the prevailing party. In addition, the