



**Attorneys:**  
Michael P. Burke  
Stephanie R. Holguin  
Andrew Smith  
Jill Cenamo

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RE: Attached Fee Agreement

Dear Prospective Client:

We are pleased to greet you as a prospective client of this firm. We sincerely thank you for selecting our law firm for your legal needs.

Attached is our standard **hourly** fee agreement. Please note that it provides for **payment of your bill each month** based on hours spent on your case during the previous month, plus costs and expenses. Certain minimum fees apply, and certain flat rate fees apply.

Your retainer is generally held until the end of the case as a **security deposit** and is **not** an estimate of **fees** nor is it prepayment of your first month's fee. **You will need to pay your bill each month as it comes due.**

**WE REALLY APPRECIATE YOU KEEPING YOUR ACCOUNT CURRENT EACH MONTH.**

Please let us know, throughout our representation of you, how we may better serve you.

If you have any questions or concerns regarding the above, please contact us.

Sincerely,

Michael P. Burke  
Stephanie R. Holguin  
Andrew Smith  
Jill Cenamo

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[Christy@Kainlaw.com](mailto:Christy@Kainlaw.com)



## FEE AGREEMENT

### 1. LEGAL SERVICES.

By this Agreement, you have hired Kain & Burke, PC, Attorneys at Law, to represent you in the following legal matter:

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We pledge to provide you with quality legal services in all phases of our representation of you. The scope of representation is limited to the matter described above. If you ask us to do other legal work in the future, we generally will sign a new Fee Agreement. However, if for any reason a new Fee Agreement is not signed before additional work is done, this Fee Agreement will apply to any future services as well.

### 2. FEES.

You agree to pay us at the rates shown on the attached Price List for Legal Services (as may be periodically revised) for all time spent on your legal services or in any way related thereto. Fees are subject to periodic revision based on a number of factors including costs, experience, and the average rates of attorneys with similar experience and expertise.

All time spent on legal services on your behalf will be recorded in tenths of hours. The total fees billed are based on time recorded and other factors noted below. Some work is billed as flat fees, and for some tasks, we bill a minimum amount of time.

Examples of types of tasks to be charged include, but are not limited to: telephone calls, correspondence, reviewing documents, reviewing your case with staff members assigned to your case, drafting and preparing pleadings and other documents, conferences, preparation for court, travel time, and court appearances. Please note that time talking with, or negotiating with the opposing attorney or the opposing party is still time that we are spending to represent you and is therefore billed to you, not the opposing party. Similarly, preparing a Motion to Withdraw and other withdrawal documents is also time spent on your case and for which you will be billed when we withdraw from your case.

Please note, as provided below, that there are a number of factors considered when billing for legal services. Time is only one of the factors designated as appropriate by the Colorado Supreme Court. The bill for your legal services will take into account all of the factors as approved by the Supreme Court. We also bill some tasks as flat fees and others as minimum hourly fees. Please see the list below.

It is rare that the courts in Colorado will consider awarding attorneys' fees in court. Unless there is a contractual right to attorneys' fees, or a particular statute granting a right to attorneys' fees, the courts of Colorado will generally not consider an award of attorneys' fees. Even if you are allowed to seek attorneys' fees, we still ask you to pay your fees monthly, and if the court, at the end of a case, allows some of your fees to be reimbursed to you, that fee will be paid directly to you since you will have already paid our firm for all fees. Please be aware that even if the court considers awarding fees, it is rare that such a request is granted, and even rarer that a court will grant you reimbursement of **all** your fees by the adverse party.

**3. COSTS AND EXPENSES.**

You are responsible for paying all costs and expenses associated with your legal services. This includes, but is not limited to: Court docket fees, photocopy costs, service of process fees and other witness fees, long distance telephone calls, investigator fees, expert witness fees, travel costs (mileage, meals, hotel, etc.) fees for computerized legal research, supplies, and materials associated with your case, and other costs associated with your legal services. **ALL COSTS ARE THE RESPONSIBILITY OF THE CLIENT AND ARE *IN ADDITION* TO FEES.**

Normally, **you will be required to make direct payment to any person submitting a bill for your costs.** However, if for some reason we advance the costs on your behalf, you agree to promptly reimburse us.

**4. RETAINER AND BILLING.**

Your retainer in this matter is agreed to be \$                     . This must be deposited **prior** to our beginning legal services on your behalf. Your check will be cashed and held in a special Attorney Trust Account. Additional retainer will be required if your case is litigated. Typical retainers are as follows (see below for more detail on retainers):

|  |                            |
|--|----------------------------|
| <b>District</b> Court, civil litigation, criminal litigation, or family law/divorces, <b>large</b> cases . . . . .   | \$25,000.00 to \$50,000.00 |
| <b>District</b> Court, civil litigation, criminal litigation, or family law/divorces/custody/modifications/visitation/contempt, <b>small</b> cases . . . . . | \$7,500.00 to \$15,000.00  |
| <b>County</b> Court, civil litigation or criminal litigation . . . . .   | \$2,500.00 to \$7,500.00   |
| Probate . . . . .  | \$5,000.00 to \$10,000.00  |
| Other . . . . .  | \$5,000.00 to \$10,000.00  |
| Business and other transactional (non-court matters). . . . .  | \$2,500.00 to \$7,500.00   |

The retainer will be kept in our COLTAF Trust Account until the completion of legal services, subject to your payment of fees and costs as outlined below. Funds deposited in a COLTAF Trust Account **do not draw interest** payable to either you or to us. ***The retainer is a security deposit and is not an estimate of fees and costs.***

Each month you will receive an itemized bill for fees and costs. You agree to pay your bill each month in full upon receipt of our invoice.

**If your payment is not received at our office within 20 days after the date of the bill, services may be discontinued.** However, if we provide further services or continue working on your legal matter, you are still responsible for paying for any work done by us and time spent on your behalf. Please call our bookkeeper if there is any problem in this regard.

At the conclusion of your matter, if you have paid all your fees and costs, your retainer will be returned to you when services are completed or terminated as provided below. However, the retainer will not be returned until the court has approved our withdrawal (in those cases which involve an Entry of Appearance before the court) and until **we are sure that no additional attorney or staff time will be required** for your legal matter. We have the right to charge for all time spent as a result of accepting your case, even after termination and even after approval of withdrawal by the court, if additional work is required to protect your legal interests. If any other time is required of us for any reason, we will charge for that time. Additionally, *we usually need a minimum of 60 days* following completion of services and receipt of an Order of Withdrawal (if there is a court case pending) to process a request for refund. Often there is unanticipated work required even after a client feels their case is over. For that reason, it is best not to insist that we return your retainer too quickly.

Time billed to you includes time spent speaking to opposing counsel, the opposing party, negotiating possible settlements, even if such settlement is not accepted, and any other time spent as a result of accepting your legal matter. You authorize us to take such steps and spend such time as we, in our sole discretion, deem to be the best and most prudent manner of handling your legal matter.

Any unpaid fees and costs will be deducted from the retainer before it is returned. We have the right to insist on an additional retainer before continuing services if, in our discretion, we feel a larger retainer should be held in trust to secure payment of fees. This often occurs before additional work of a substantial nature, such as a trial. See the attached *Price List for Legal Services* for more detail on your retainer. The attached *Price List* (and any future modifications of our price list) is a part of this Fee Agreement.

When a matter is set for trial, payment for your estimated fees, trial costs, and trial preparation time is payable to our COLTAF Trust Account no later than 180 days in advance.

The retainer can be applied to unpaid fees and costs at our discretion. Sometimes, this is done near the end of a case when the amount of expected work remaining does not necessitate, in our opinion, a large retainer as a security deposit. You agree to at all times keep in our COLTAF Trust Account the amount of the retainer which, in your attorney's judgment, is reasonably necessary to assure the payment of your anticipated fees.

## **5. INTEREST AND COLLECTION COSTS.**

If for any reason your bill is not paid as agreed to in this Fee Agreement, interest will be charged on any outstanding balance at the rate of 2% per month compounded monthly. If it becomes necessary to take legal steps to collect your fee, you agree to pay costs of collection in addition to reasonable attorneys' fees for our and our staff's efforts, or that of an attorney and his/her staff hired on our behalf to collect the fee. You also agree to pay all fees and costs charged by any collection agency. An attorneys' lien exists on any documents in our file, and on any funds under our control, to secure payment of fees and costs and on any sums due you, or on deposit with us, with a court, or in Trust.

## **6. WE ARE NOT A LENDER.**

Our law firm is not in the business of lending money. We are not a bank or lender, and we are not set up to process loan applications or otherwise lend money. We rely on you (and all our clients) to pay your bill each month so we may meet payroll and pay the other expenses of providing quality legal services to you and others. When clients are not able to pay their bill each month, it makes it difficult for us to continue to provide legal services because we cannot meet the expenses of providing those services.

If for some reason you find it difficult to pay your monthly bill, we encourage you to consider borrowing the money from a bank, savings and loan, or other professional lender to pay for our services. We accept MasterCard, Discover, and Visa for your convenience. This Fee Agreement provides for an interest rate of 2% per month if your obligation is not paid in a timely fashion, or if other arrangements for paying your bill are not made. You are encouraged, if you need to borrow money for your retainer or for your monthly fees, to borrow that money elsewhere at lower interest rates. If you have a particular problem in paying, we hope you will talk to us about it, as sometimes we can come up with a solution together. Feel free to email our office manager if you have any billing questions or concerns.

## **7. IF YOU HAVE A DISAGREEMENT CONCERNING YOUR BILL.**

If you have a disagreement concerning your bill, you should bring the issue to our attention within 7 days of receipt of your invoice. If we do not hear from you within 7 days, we will presume that you agree with your bill and have no dispute with it. Please do not continue services with our firm month after month if you dispute the bill without talking to us about it. If you do not call to our attention any dispute regarding your bill within the first 7 days as described above, it will be conclusively presumed that you agree with the bill, consider it reasonable and proper, and you will be waiving any right to dispute the bill at a later date. It is agreed that checks marked "paid in full," or the like, or payments accompanied by a note or letter claiming a full accord and satisfaction, will not discharge the rest of a disputed bill; only a separate written agreement signed by both parties will accomplish that goal.

## **8. ETHICS AND PROFESSIONALISM.**

You are notified that all attorneys in the State of Colorado are bound by rules of ethics and professionalism. As a result, by your signing this Fee Agreement, you represent that you understand that our firm and the attorneys in it are bound by these rules of ethics and professionalism, and you agree that you will not ask us at any time to violate those rules. We will not threaten criminal action, or make any other threats to attempt to settle a civil dispute. We will not write "nasty" emails or letters to the opposing party or attorney for the sake of appearing "aggressive." All our dealings with judges, the opposing party, the opposing attorney, witnesses, court clerks, and any other person involved in your case will at all times be courteous and professional, and we expect you to live up to these standards as well.

## **9. TRUTHFULNESS.**

By hiring our firm and signing this Agreement, you represent that you have told the attorneys and paralegals of our firm the truth, the whole truth, and nothing but the truth regarding your legal issues and the facts underlying your legal matter which we will be handling on your behalf. You represent that you will, at all times during our representation of you, be completely forthright and truthful with us. You also represent that any affidavit or pleading you sign will be completely truthful, any testimony you give in court will be truthful, and you will not encourage witnesses or others to give false testimony.

## **10. DECISIONS REGARDING YOUR CASE.**

We will not settle your case without your consent. That decision is yours alone. However, we consider the following types of decisions to be within the discretion of the attorney handling your case, and any decision similar to the following likewise will be made at the discretion of the attorney:

- The decision whether or not to consent to a continuance of trial.
- The decision whether or not to consent to granting the opposing lawyer an extension of time to:
  - respond to discovery requests;
  - respond to a pleading; and/or
  - extend other deadlines.
- Which witnesses to call at trial.
- Which issues to raise at trial.
- All decisions concerning a court case that can be considered trial tactics, what pleadings to file or not to file, what legal and factual arguments to make in court, what questions to ask of witnesses, and what discovery requests to make of the opposing party.

All such decisions and any other decisions that involve the attorney's discretion in determining what is in your best interests, as well as what is considered professional, courteous, and ethical, will be made by your attorney.

## **11. DISCLOSURES AND DISCOVERY.**

You are notified that the Colorado Rules of Civil Procedure require that if you are involved in any court case, whether civil litigation or domestic relations such as a divorce, you have a duty to disclose the names of all persons who may have relevant information about the matter, and to disclose all documents that could possibly have any relevance. You agree to fully comply with these rules, which means you may not withhold any witness names, potential witness names, or any documents (whether or not you think they would be helpful in court). You will provide all witness names and copies of documents in a timely fashion. If additional discovery is requested by the opposing party, you will fully, truthfully, and promptly comply.

## **12. TERMINATION.**

You have the right to terminate our employment at any time and for any reason by providing us written notice that you no longer desire our services. Such termination does not absolve you of responsibility to pay your bill for all time spent on your case or in any way related to our representation of you, even for time reasonably incurred after we receive such notice.

We have the right to terminate our services to you at any time for any reason by giving you written notice that we no longer desire to represent you. Such termination does not absolve you of responsibility to pay your bill for all time spent on your case or in any way related to our representation of you, even for time after you receive such notice. Any notice to you at your last known address shall be sufficient to satisfy our obligation to notify you pursuant to this paragraph or any other obligation to notify you pursuant to this Agreement or pursuant to any other notice of obligation. You agree to notify us of any change of address or phone number.

If our employment is terminated, whether by us or by you, and if we have entered our appearance before a court or tribunal, you hereby agree and consent to our withdrawal from the case; and you authorize us to file the pre-signed Consent to Withdraw. Any time spent by us or our staff will be charged to your account even after termination. For example, time spent on obtaining a Withdrawal Order from the court, time speaking to you or others regarding your case, time spent copying documents, etc. is billable to you, and you agree to pay for such time.

If for any reason you feel at the time of withdrawal that our withdrawal will cause you any difficulty, such as inability to adequately prepare yourself for trial or to locate replacement counsel, please call that to our attention immediately upon notice of our intent to withdraw.

It is agreed that our file contains our records of the work that we have done for you. We are entitled to keep our file, and you are entitled to a copy of that file if you are willing to pay the reasonable copy costs. However, if you need a copy of your file to protect your rights, to pursue a legal matter or case, or otherwise to pursue a claim, and are financially

unable to pay for a copy of your file to be made for you, please talk to us about that so that other arrangements can be made.

### **13. FILE DESTRUCTION.**

Our current policy is to store case files on our computer and not keep hard copy files. The courts require that we efile all pleadings with the court and not file paper pleadings. We provide our clients with a copy of correspondence, pleadings, disclosures, discovery, and orders pursuant to your case so you may build your file and have all documents. Our current procedure is to email you these documents. You can request that the paralegal mail you paper copies of these documents if you prefer. There are times that we will have some work product files going while the case is active, but we destroy those work product files when we no longer need them. Our case documents are saved in our computer system.

### **14. GARNISHMENTS.**

You are notified that if you have a judgment against you, issued by a court of record, it is possible for counsel to someone who has the judgment against you to garnish your retainer with this law firm. If you are concerned about that, please inform us, and we can discuss alternate arrangements. If we do not hear from you that this is a problem, your retainer will be placed in our Trust Account and is subject to garnishment for any judgment that you may have against you either now or in the future.

### **15. OTHER.**

This Agreement shall be interpreted under the laws of the State of Colorado. It is enforceable in either the County or District Court of Mesa County, Colorado, and we both agree to the venue and jurisdiction of said courts regardless of where service of process may occur. However, either party may submit a dispute under this Agreement to binding arbitration through the American Arbitration Association, or any other arbitrator mutually agreeable, and any decision rendered shall become a judgment enforceable in court. If either party elects arbitration, it is agreed that the court must decline jurisdiction and submit the matter to arbitration. The right to submit the matter to arbitration includes any and all types of disputes that may occur between the attorney and the client, including, without limitation, those involving fees, costs, billing, claims of professional negligence, malpractice, and breach of ethical or fiduciary duties, as well as any other claims or disputes filed by either party to this Agreement against the other party to this Agreement. We both waive the right to trial by jury on any disputes between us. The entire agreement is contained in this writing signed by both of us and may be modified only by written agreement signed by both of us. The attached *Price List for Legal Services* (as modified from time to time) is incorporated herein as part of this Agreement.

We reserve the right to engage associate counsel to assist in your case or legal matter if and when we, in our sole discretion, deem it advisable and in your best interest. You agree to pay for such services of associate counsel pursuant to the terms of this Agreement. You



agree to pay for the services of any other experts we deem necessary to hire to assist in your case or legal matter.

It is not always possible or prudent for the first attorney to whom you speak to handle every aspect of your legal matter. From time to time different attorneys, paralegals, and legal secretaries within our firm may work on your legal matter or case, and by signing this Agreement you agree to this procedure. **We consider each staff member fully competent to handle the tasks assigned to them.**

We will send you a copy of all pleadings, correspondence, reports, disclosures, and discovery we receive or that we prepare pertaining to your case. You should make yourself a file upon receipt of these items to build your case file. The file which we open for our use regarding you and your case remains the property of Kain & Burke, PC. You will have a copy of everything we receive or produce. If you misplace a document or your file, a copy of our file can be made for you upon reasonable advance notice and upon payment of a reasonable copy fee so long as your bill with this firm is current. The cost of making copies of any original documents that you want back is also your responsibility. In the rare circumstance that you cannot afford the copy cost, for example if you are unemployed, and not having the file might cause you to lose a case or otherwise be unable to successfully defend yourself in court, or adequately pursue your legal rights in court or otherwise, please let us know so that other arrangements concerning copies of the file can be discussed. If this matter is a case that is filed with the court, the court will also have copies of all pleadings and orders, and copies can be obtained from the Court. Therefore, we urge you to take time and remember to place any documents you receive regarding your legal issues in your file for your use.

#### **16. ATTORNEYS' LIENS.**

Pursuant to Colorado Law, attorneys are entitled to file an attorneys' lien for unpaid fees. Attorneys' liens can be foreclosed, a judgment rendered, and the judgment filed as a lien against real estate. Under some circumstances, Notices of Attorneys' Liens can be filed prior to the judgment and then the judgment lien can be filed with the Clerk and Recorder encumbering real estate after it is reduced to a judgment through foreclosure of the attorneys' lien. If you have an unpaid balance of your bill, and adequate arrangements are not made for payment of the bill, an attorneys' lien can be filed and foreclosed and a lien enforced against your property. By signing below, you agree, first, that you will not allow your bill to become delinquent, and second, that if your bill does become delinquent, you consent to the enforcement and payment of your bill through the filing and foreclosure of an attorneys' lien, as well as through any other lawful method of enforcement. If the lien has not been foreclosed or satisfied prior to sale of the lien property, the lien must be satisfied at closing of the sale. The arbitration clause described above applies upon demand of either party.

**17. ALTERNATIVE DISPUTE RESOLUTION.**

If you have hired this law firm for the purpose of dispute resolution, you have several alternatives. An action can be filed in court to enforce your rights, or you can be defended in court if a suit has been filed against you. You also have the right to consider the possibility of alternative dispute resolution. Alternative dispute resolution generally is understood to mean either mediation or binding arbitration. Mediation is nonbinding, but is an attempt by a trained mediator to assist you and the opposing party in reaching a resolution of your case without going to court. If you are interested in mediation, you should bring that to our attention so that we can attempt to schedule the matter for mediation. Mediation is often required by the court before trial. Sometimes mediation is done with attorneys present for both parties to a dispute. Other times, it is customary for the parties to attend mediation without attorneys present.

Binding arbitration is a different process from mediation. In binding arbitration, the parties agree to allow an arbitrator to decide the case instead of a court. An arbitration is often much quicker and less time consuming than the court system. It is often less expensive because less time is involved. Additionally, binding arbitration is final in that, normally, appeals are not allowed. It may be to your benefit to arbitrate the dispute, but in some situations you might decide that you want to go to court rather than to arbitration. If you are interested in considering arbitration, you should discuss this with the attorney.

**18. ADDITIONAL PROVISIONS.**

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**19. CONSENT TO WITHDRAW.**

A Consent to Withdraw is executed along with this Agreement. The attorney is authorized to file this pleading at any time the attorney and the firm withdraw from your case.

**20. APPEAL AND OTHER POST-TRIAL MATTERS.**

If you have hired us to handle litigation (whether civil, criminal, or family law), please understand that you have **not** also hired us for appeals, petitions for review, and other post trial matters, unless we specifically agree to accept those duties. We will consider our services complete at the conclusion of the trial, and we are not required to file any post-trial motions, petitions, or appeals simply because we were hired to handle a trial. If you wish for us to handle an appeal, petition, post-trial motion, or another post-trial matter, please communicate that to us immediately at the conclusion of the trial since there are strict deadlines for filing appeals and post-trial motions. We will not accept engagement to provide such services unless you give us sufficient notice in writing, and we agree to accept

that additional engagement. Absent such additional engagement in writing signed by both parties, you agree that we are released from further responsibility for your case upon completion of the trial. On the other hand, you agree to pay for any such services that our office chooses to provide you.

## **21. RISKS OF LITIGATION.**

If you have hired our law firm for civil litigation or criminal defense, whether in federal or state court, or before an administrative judge or other venue, you need to be aware that there are numerous risks to litigation. All risks are yours, and you agree to assume those risks yourself when you hire our firm. We cannot list all of the risks here, but some risks are as follows:

There is no guarantee regarding the outcome of the case. The case will be decided by a judge or jury, and no one has a crystal ball. If we express an opinion regarding the merits of your case, that opinion is not a guarantee. It is merely meant as informal guidance. The judge or jury might disagree. We do not guarantee that our opinion is correct or that it will be agreed to by the judge or jury. It is only an opinion.

If you seek attorneys' fees and costs, there is no guarantee that the judge will award them, and if the judge does so, it is unlikely that the judge will award the full amount requested by you.

If you lose, the opposing party may seek attorneys' fees and costs against you. You could end up not only paying our firm for our attorneys' fees and costs, but the opposing party's as well.

Litigation can be very expensive, and you may spend more on attorney's fees, expert witness fees, investigator fees, witness fees and mileage, deposition fees, and other costs than the amount in controversy. Filing a suit could draw a counter-claim. Filing a motion could draw a counter-motion.

Whether you win or lose, the other party may appeal, and the case can be reversed on appeal, and the case might have to be tried a second or even more times. This, of course, increases your costs.

BY SIGNING BELOW, YOU AGREE TO THE ABOVE AND TO THE ATTACHED PRICE LIST (AS MODIFIED FROM TIME TO TIME) AND STATE THAT **YOU HAVE READ AND UNDERSTAND THIS AGREEMENT**. YOU SHOULD NOT SIGN THIS AGREEMENT IF YOU DO NOT UNDERSTAND IT, AND YOU MAY CONSULT INDEPENDENT COUNSEL ABOUT THIS AGREEMENT.

**We cannot represent two sides to a dispute or transaction. If more than one client is signing, you each represent that there is no conflict of interest, and if there is a conflict of interest despite your representation otherwise, you waive any objection thereto.**

**AUTHORIZATION TO ACCEPT PAYMENT FROM THIRD-PARTIES**

I hereby consent and authorize Kain & Burke, PC to accept payment(s) from any third-party. Kain and Burke, PC has explained that any payment(s) from a third-party will not interfere with the lawyer's independence of professional judgment or with the client-lawyer relationship. I further understand that Kain & Burke, PC will not release confidential information to any third-party without my consent, except as impliedly authorized in order to carry out the representation. Any third-party who makes any payment shall be treated as either making a gift or a loan to our client. Further, any third-party making a payment is not considered the client under this Fee Agreement, and has no right to control the course of legal representation.

**KAIN & BURKE, PC**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Attorney signing on behalf of Kain & Burke, PC

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Client**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Client**

**JOINDER AND GUARANTEE AGREEMENT**

**FOR AND IN CONSIDERATION** of Kain & Burke, PC, Attorneys at Law, performing legal services on behalf of, and extending credit to the above named client by allowing monthly payment of fees and costs instead of paying all fees in advance, I/we join and guarantee to pay the attorneys' fees and costs in full, including any indebtedness now or hereafter owing to the firm of Kain & Burke, PC, arising out of services provided according to the terms of the above Fee Agreement, a copy of which is attached hereto and by this reference is incorporated herein. The liability of the undersigned Guarantor(s) shall be full and absolute as though the same were parties to the Fee Agreement.

The Guarantor(s) understand and agree that:

- 1. Liability for payment of this debt does not create an attorney-client relationship between attorney and Guarantor(s).
- 2. Execution of the Joinder and Guarantee Agreement does not entitle the Guarantor(s) to control litigation.
- 3. The Guarantor(s) is not entitled to inspection of attorneys' files or information concerning this case.
- 4. The attorneys will act and rely on this Agreement of extension of credit and continue to work on behalf of the client.
- 5. The attorneys have agreed to undertake representation of the client in this matter, in part, based upon the guarantee of the below signed Guarantor(s). Guarantor(s) understands that the obligation of the Guarantor(s) continues throughout the representation of client and that the guarantee of payment of legal fees is for the entire amount of legal fees and costs incurred by the client regarding the court case or other legal matter for which this Fee Agreement and Guarantor Agreement are signed. The Guarantor(s), therefore, understands that he/she cannot revoke this guarantee during the legal services being rendered pursuant to this Agreement without the consent of both the client and the attorneys, as well as an Order of the Court to permit the withdrawal of the attorneys.

This Joinder and Guarantee Agreement shall be immediately binding upon the Guarantor(s) and shall continue in full force and effect until the completion of the legal services pursuant to the attached Agreement with the client.

DATED this                  day of                                  , 20                  .

\_\_\_\_\_  
**GUARANTOR**

\_\_\_\_\_  
**GUARANTOR**



## PRICE LIST FOR LEGAL SERVICES

**This is part of your Fee Agreement.**  
The fees are subject to periodic revision.

### **Hourly Fees:**

Many, but not all, of our legal services are charged at hourly rates as follows (but also considering the other factors discussed below):

|  |                   |
|--|-------------------|
| Michael P. Burke's out of court rate:        | \$300.00 per hour |
| Michael P. Burke's <b>in</b> court rate:     | \$325.00 per hour |
| Stephanie R. Holguin's out of court rate:    | \$260.00 per hour |
| Stephanie R. Holguin's <b>in</b> court rate: | \$280.00 per hour |
| Andrew Smith's out of court rate:            | \$260.00 per hour |
| Andrew Smith's <b>in</b> court rate:         | \$280.00 per hour |
| Jill Cenamo's out of court rate:             | \$260.00 per hour |
| Jill Cenamo's <b>in</b> court rate:          | \$280.00 per hour |

"In court" includes time at a courthouse before a judge, magistrate or referee, as well as arbitrations, mediations, motor vehicle hearings, or any other hearing.

|   |                   |
|---|-------------------|
| Certified Legal Assistant/Paralegal time: | \$175.00 per hour |
| Legal Assistant time:                     | \$150.00 per hour |
| Legal Secretary time:                     | \$100.00 per hour |
| Secretarial Assistant time:               | \$ 50.00 per hour |

### **Some minimum charges also apply:**

A minimum of .5 hour is charged for all "in court" appearances (as defined above).

A minimum of .2 hour is charged for all phone calls, updating client files per attorney dictation, and/or filing documents in the client's file.

A minimum of .5 hour is charged for most office conferences.

A minimum of .5 hour is charged for drafting of most short pleadings. Longer pleadings may take many hours to draft and will be charged accordingly.

A minimum of .5 hour is charged for most letters.

**A minimum of \$2,500 per day is charged for trials.**

**We charge double for after hours and weekends.**

- Please remember that not only the attorneys, but the paralegals, legal secretaries, and secretarial assistants may be working on your case and will charge for time spent doing so.

**Other factors considered:**

The Colorado Supreme Court has ruled that attorneys shall consider the following factors in addition to time, when determining how much to bill. We, therefore, will consider the following factors, and we will bill a reasonable fee taking into consideration the following:

1. The time and labor required, the novelty and difficulty of the questions involved, and the requisite skills needed to perform the legal service properly;
2. The likelihood that the acceptance of the particular employment will preclude other employment by the lawyer;
3. The fee customarily charged in the locality for similar services;
4. The amount involved and the results obtained;
5. The time limitations imposed by the client or by the circumstances;
6. The nature and length of the professional relationship with the client;
7. The experience, reputation, and ability of the lawyer or lawyers performing the services;  
and
8. Whether the fee is fixed or contingent.

No attorney can guarantee the results of a case and/or litigation. We will competently present your case, but the final decision is often made by a judge or jury, and that is not within our control. Please remember that you will be billed for our efforts and time spent, regardless of the outcome, and you will continue to be responsible for the full payment of your bill.

**Retainers:**

Before work begins, a retainer is placed in a COLTAF Trust Account to secure payment of fees. This retainer is not a fee, but is considered a security deposit. No interest is paid to either the client or the attorneys in most situations. At the attorneys' discretion, the retainer may be used to pay your fees or costs; this typically occurs when the client is delinquent in payment of fees or when the case is completed or nearly completed, and the retainer is applied to the last month's bill and/or any outstanding balance for prior months. When all work is completed, the court has approved the withdrawal of our attorneys, and we are certain no further legal work is necessary, any unused

retainer is returned to the client. While normally the client pays costs directly, the attorneys may use the retainer to pay costs. You, the client, cannot use your retainer to pay your ongoing legal fees. The client should pay the legal fees and costs each month immediately upon receipt of our billing statement and should keep the full retainer on deposit in our COLTAF Trust Account. The amount of the retainer is set by the attorneys at the beginning of services to assure payment and to protect the law firm from loss. An additional retainer is required six months in advance of trial to cover the estimated costs of trial and preparation for trial.

Typical **minimum** initial retainers are as follows:

|                                      |  |
|--------------------------------------|--|
| For Appeals:                         | \$25,000.00 to \$50,000.00   |
| For Custody & other contested cases: | \$15,000.00  |
| For large District Court cases:      | \$25,000.00 or more  |
| For small District Court cases:      | \$7,500.00 to \$15,000.00  |
| For County Court cases:              | \$2,500.00 to \$7,500.00   |
| For DUIs:                            | \$2,500.00 to \$7,500.00   |
| For Municipal Court cases:           | \$2,500.00   |
| For Magistrate Court cases*:         | \$2,500.00   |
| For non-court legal matters:         | \$2,500.00 or more depending on complexity; or \$7,500.00 or more for very time-consuming and complex matters. |

\* "Magistrate Court cases" refers to minor traffic matters. Domestic and civil cases handled by the Magistrate on behalf of the District and County Court Judges necessitate a District or County Court retainer of \$7,500.00 or \$2,500.00, respectively, or \$15,000.00 for custody matters and, in some cases, \$25,000.00.

However, if a case is particularly complex, a **larger** retainer may be required either at the beginning of services or later during the case and at the attorneys' discretion. If the case is going to trial, the length of trial is estimated and an additional retainer is required in the amount of \$2,500.00 for each day or partial day that the trial is estimated to last, plus an additional sum to cover the estimated costs of preparation for trial. The additional retainer must be placed in trust no later than 180 days before trial. Cases in Federal Court require larger retainers than state cases and usually are in the range of \$15,000.00 or more. Cases outside of Mesa County normally require a retainer twice that charged for in-county work.



**AUTHORIZATION AND DIRECTION FOR REFUND OF RETAINER**

Date: \_\_\_\_\_

Print Client Name: \_\_\_\_\_

Upon completion of legal services, I hereby direct that any retainer in this matter **be refunded to:**  
Print name of person or company to receive refund: \_\_\_\_\_

Address of person to receive refund:  
\_\_\_\_\_  
\_\_\_\_\_

**Client's Signature** authorizing the above transfer:  
\_\_\_\_\_

**Client's Signature** authorizing third party (such as family member) to pay retainer and/or fees:  
\_\_\_\_\_

If someone other than the client pays any part of the retainer, or a company check is used, the below signature of person paying the retainer on behalf of this client authorizes the above transfer and agrees to the terms of this Fee Agreement. The person who pays the retainer shall be treated as either making a gift or a loan to our client. The person paying the retainer is subject to the provisions regarding use and return of retainers discussed above. Further, the person paying the retainer is not considered the client under this Fee Agreement, and has no right to control the course of legal representation.

**Signature of person (or company) paying retainer and authorizing above transfer:**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPANY NAME:**

\_\_\_\_\_  
Signature of individual paying retainer

\_\_\_\_\_  
By: President / General Manager / Trustee /  
Other (indicate your title): \_\_\_\_\_

Address of individual paying retainer:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Address of company paying retainer:  
\_\_\_\_\_  
\_\_\_\_\_

**CREDIT CARD AUTHORIZATION**

- If any of my monthly bills are not paid by check or cash within thirty (30) days of its due date, I authorize payment of the bill with the following credit card.
- If I call Kain & Burke, PC in order to pay my bill, or if I email christy@kainlaw.com authorization to pay my bill, I hereby authorize payment of the bill with the following credit card.
- Retainer: I authorize Kain & Burke, PC to use my credit card for the payment of the retainer in the amount of \$\_\_\_\_\_, which will be placed in the COLTAF TRUST ACCOUNT of Kain & Burke, PC.

Circle one:                      **Master Card**                      **VISA**                      **Discover**

Card number: \_\_\_\_\_

Exact name as appears on card: \_\_\_\_\_

Billing mailing address for credit card: \_\_\_\_\_

Expiration date: \_\_\_\_\_

3 digit security number on back of card: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Credit card authorization:

\_\_\_\_\_  
**Signature of client or other person responsible for bill**

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
City    State    Zip

\_\_\_\_\_  
Telephone

|   |  |
|---|--|
| <p>_____ Court, _____ County, Colorado<br/> Court Address:</p>  |  |
|   |  |
| <p>Kain &amp; Burke, PC<br/> Michael P. Burke, Esq. #23948<br/> Stephanie R. Holguin, Esq. #45320<br/> Andrew Smith, Esq. #47218<br/> Jill Cenamo, Esq. #45595<br/> P.O. Box 1981<br/> Grand Junction, CO 81502<br/> Phone: (970) 241-2969 E-mail: Michael@Kainlaw.com<br/> FAX: (970) 241-3129 Stephanie@Kainlaw.com<br/> Andrew@Kainlaw.com<br/> Jill@Kainlaw.com</p> | <p>Case Number:<br/><br/> Division: Courtroom:</p> |
| <p><b>CONSENT TO WITHDRAW</b></p>   |  |

I hereby consent to the withdrawal of Kain & Burke, PC, Attorneys at Law, and the individual attorneys thereof - Michael P. Burke, Stephanie R. Holguin, Andrew Smith, and Jill Cenamo - at such time as they may withdraw from my case for whatever reason, and I release the law firm and the attorneys thereof from further responsibility for my case from and after the time of filing of this Consent to Withdraw. I request that the Court grant the Motion to Withdraw, which may be filed along with this Consent to Withdraw.

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**Client's signature**

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**Client's signature**