

COOPER, TANIS & COHEN, P.C.

Attorneys At Law

Robert M. Cooper
Leonard D. Tanis
Michael I. Cohen

Paralegals
Karen Kruse
Jennifer Anderson

Joyce M. Bergmann, *Of Counsel*
Nova M. Frank

Dear Client:

Thank you for selecting our firm to represent you. It is our goal to provide you with the best legal representation possible. We have agreed to represent you regarding the following issue(s): _____

In providing that representation, we will assist you in gathering evidence so we can present your side of the case. We will also need to analyze the law and facts of your case. Time permitting, prior to any hearing or trial, we will provide you with a frank and understandable evaluation of the facts of your case and the law, including an understanding of the range of potential outcomes. We cannot guarantee any particular outcome because the law is interpreted by judges, who make decisions based upon their views of the law and facts of your case. Rather, it is our goal to make certain you feel that you were well represented and, if your case is not settled, that you had your day in Court.

The cost of litigation is expensive. We strive to minimize your expense by making good business decisions about your case. We try to settle all cases. But if we cannot reach a settlement that is reasonable and just, we will be prepared to go to trial.

In order to make our representation more effective we need to establish good communication. Accordingly, please feel free to contact me at any time if you have any questions, concerns or suggestions about your case or the legal services being provided.

It is important to ensure that you understand and are comfortable with the way our fees are determined. This letter will act as our agreement regarding payment of your attorney fees and costs.

There are two general categories of expenses that you can expect in your case. The first category is legal fees. I will be the attorney in our office with the primary responsibility for handling your case. However, other attorneys in this office, as well as non-lawyer personnel

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such as law clerks, paralegals and secretaries, may work on your case from time to time. All work of non-attorney personnel will be done under the supervision of an attorney of this firm.

The rates in this office are \$300.00 per hour for Robert M. Cooper, \$250.00 an hour for Leonard D. Tanis, \$300.00 an hour for Michael I. Cohen, \$275.00 an hour for Joyce M. Bergmann, \$190.00 an hour for Nova M. Frank, and \$100.00 - \$130.00 an hour for paralegal or legal assistant time.

Any time that we spend on your case will be recorded and itemized for you in increments of 1/10th of an hour on our regular monthly statement. Such time includes time spent reviewing the file, preparing for hearings and meetings and time preparing notes after such hearings and meetings, travel, conferences between attorneys, depositions, as well as time spent in researching the law and preparing and organizing your position for trial. Such time also includes time spent on the telephone either with you or with others on your behalf and time spent reviewing and responding to electronic mail ("e-mail") and voice mail messages. We will also bill you for the substantive time spent in the initial client meeting, unless otherwise agreed in advance of the meeting.

A minimum of 1/10th of an hour will be billed for each telephone call, e-mail or voice mail. While some calls and messages may last less time than this, we have found that considerable time is spent reviewing a file, trying to connect by telephone and making notes for the file, thus making the minimum charge necessary. While we do not encourage long telephone conversations or unnecessary e-mails, you will probably find that telephone calls and e-mails are sometimes necessary. E-mails are an effective way to communicate with me. Therefore, do not hesitate to call or e-mail a message to me if the need arises. If I am not available to speak with you, please feel free to discuss your case with my paralegal, who will usually speak with me within a short time of your call.

We typically review cases approximately every two weeks, even if there is no immediate hearing or other event scheduled, in order to verify the status of the case, update communications and insure compliance with all deadlines. This review normally takes about fifteen minutes. Additional case reviews may be required depending on the facts and status of your case.

The second category of expenses that you can expect is "costs," which are actual expenses that must be paid. Costs may include, but are not limited to, fees for parenting time evaluations, parental responsibility ("custody") evaluations, special advocate fees, appraisal of real estate, businesses and personal property, investigative services, depositions, court filing fees, process service, long distance calls and copying. These costs will be itemized for you in our regular monthly statements.

We are not able to consult you in regards to each of these expenses. However, if an expense is over \$200, we will make every effort to consult with you to obtain your consent before incurring the expense. Minor costs that we pay for you will be included in your monthly statement and will be due and payable monthly. We require that you pay in advance for any substantial costs, such as the costs of depositions, evaluations, appraisals and fees for experts by

depositing an additional amount in our trust account. In the alternative, we may ask you to contract directly with the service provider.

A retainer of \$ _____ is an advance against these fees and expenses. These funds will be deposited in our trust account. The retainer is not intended to cover the cost of all the services that we provide for you. Instead, the retainer is a deposit held by us for the protection of our investment of time and effort. You pay it before we render services and we apply the retainer to your monthly bills. You agree that when the balance in your trust account falls below \$ _____ the firm will notify you and you will replenish the trust account to \$ _____ within seven days. An additional trial/hearing retainer shall be due 75 days before any trial/hearing. The trial/hearing retainer will be approximately \$ _____. When our work on your case is completed any funds remaining in your trust account will be returned to you at the end of the next regular billing period.

Alternatively, you may provide us with credit card information, including the credit card company, the account number, the expiration date, the current balance and your credit limit, along with a written authorization to charge your credit card. We will then charge the monthly balance to that card each month. If we are unable to charge the amount due, you will be required to immediately pay the balance.

We may withdraw as counsel for you and terminate our representation for any just reason by notifying you in writing. Some examples of reasons for termination include, but are not limited to, your failure to pay fees or expenses within a reasonable time of receipt of any bill, failure to cooperate with us and any action or request by you that would require us to violate the Code of Professional Responsibility approved by the Supreme Court of Colorado. If we withdraw as your counsel and terminate our representation, we will use reasonable precaution to avoid prejudice to you.

You expressly agree to pay any balance owing on the regular monthly statement within 30 days of the billing date. If you have not paid your balance within 30 days, and no payment plan has been prearranged with us, we will send a delinquent notice and attempt to contact you regarding payment. Please remember that the billing process is expensive. You agree that you will pay interest on all unpaid bills at the rate of 18% per year. Furthermore, if the statement is not paid within that 30-day period, the firm will consider your account to be in default.

The file generated during our representation of you in this case, including pleadings, documents generated by our office, notes, and correspondence belongs to this firm. We will send you copies of all documents as they are produced or received. Original documents provided to us by you will be returned when the case is over. By the signing of this Fee Agreement, you specifically authorize us to dispose of your file either two years after the legal matter described herein is resolved or two years after the last work on the matter described herein is performed by our office, whichever comes first. We shall not be required to give you any additional notice prior to disposing of your file. If you request additional copies of any portions of the file, they will be provided at our usual copying charge. However, the attorney's notes remain our property and will not be provided unless specifically authorized by the attorney.

There can be no guarantee of any result in this case. We can only try to do our very best in representing your interests. You can assist us by telling us everything you know that might pertain to your case. We are always limited by the information and cooperation that you give us. It is important for you to understand that your failure to timely cooperate with requests for documents and information, or to timely return financial information forms fully completed to the best of your ability and then to update such information, or to misrepresent the facts of your case to us, will seriously jeopardize our ability to represent you. We would likely withdraw from our representation of you at that point.

Finally, on occasion we find that a serious disagreement may arise between us that affects the attorney/client relationship. If we are unable to resolve the issue, we may be forced to request permission to withdraw from the case. You would then need to obtain new counsel. For example, failure to pay expenses when due is grounds for us to withdraw. Should that occur, we have the right to pursue all remedies to collect fees and expenses owed, including the filing of an attorney's lien. You will be responsible for any expense we incur as a cost of collection, including reasonable attorney fees.

Due to continually rising costs and inflation, the hourly rates for attorneys and paralegals are reviewed from time to time. If a change in hourly rates occurs, you will be notified approximately 45 days in advance of that change. If you are not in agreement with the revised fee schedules, you must notify our office in writing and we may withdraw from your case. If you fail to send a written objection to us within 20 days of our notice of the change, you will be deemed to have accepted the new rates, which will then be incorporated into and made a part of this fee agreement on the effective date.

We certainly appreciate this opportunity to be of service to you. To signify your understanding and acceptance of the terms of this letter, please sign and return the original to us. An additional copy is included for your personal records.

Sincerely,
COOPER, TANIS & COHEN, P.C.

Effective: _____

Attorney

APPROVED AND ACCEPTED:

Client's Signature

Date

Print Name

_____ **I would like to receive my invoices via email. I authorize CTC to email my invoice each month to the following email address** _____

MONTHLY CREDIT CARD / ACH BILLING

I hereby authorize Cooper, Tanis & Cohen, P.C., to charge the balance of my account each month to the credit card listed below.

I hereby authorize Cooper, Tanis & Cohen, P.C., to charge the retainer of \$ _____ to the credit card listed below.

I hereby authorize Cooper, Tanis & Cohen, P.C., to charge \$ _____ retainer to the credit card listed below and to replenish the retainer to \$ _____ after the balance has fallen below \$ _____.

CREDIT CARD INFORMATION

Credit Card Company _____ Account Number _____

Current Balance _____ Account Credit Limit _____

Expiration Date _____ V-Code _____ (3-6 digit # on back of card)

Card member signature

ACH INFORMATION
(automatically deducted from your account)

Routing # _____ Checking/Saving acct. # _____

Name of Bank _____ Client: _____

PERSONAL GUARANTEE

The undersigned guarantees performance of the financial provisions of this contract.

Signature of Guarantor

Date

Print Name

Address

Home phone number

City, State, and Zip

Cell phone number

Email (optional)