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Representation Agreement

THIS AGREEMENT is entered into between Dailey Law, P.C. and the undersigned.

1. Services Provided. You agree to retain the services of Dailey Law, P.C. regarding dissolution/legal separation. I agree to represent you in this legal action, and to exert my best efforts toward achieving a speedy and satisfactory resolution within the bounds of the law. I will provide legal counsel to you and will keep you informed of all major developments, negotiations and issues.

I will furnish you with copies of all pleadings, correspondence, and will consult with you prior to making major decisions. I will not reveal confidential information regarding you outside of my office except as necessary to represent your interests. This may include contacting former accountants or financial professionals to provide information or otherwise assist with your case.

I specialize in family law and do not represent to have expertise beyond that of the average layperson in the areas of tax, social security, bankruptcy, personal injury, appeals, accounting, or other fields. If you have questions about the implications of any agreement or issue in any area outside of family law, you are advised to consult with a professional with knowledge of that area. Orders dividing some retirement plans may require specialized knowledge, and it may be necessary to retain outside counsel to prepare them. I will recommend experts in other fields as appropriate.

A domestic relations case is stressful and the outcome unpredictable by its nature. You have been advised of the uncertainty and high costs of litigation and, that despite my efforts on your behalf, there is no assurance or guarantee of the outcome of this case. I have not guaranteed I will obtain reimbursement for any of the costs or expenses incurred by you in the prosecution of any claim.

2. Client Obligations. Please notify me promptly of any change in contact information, employment, or any other circumstances which may affect the case. You agree to timely appear and participate in all Court appearances and scheduled meetings, comply with all Court orders, and cooperate with all requests made to facilitate case preparation. You will take no steps, nor assert unreasonable positions, which prejudice the case, harass or abuse employees of mine, the other party, judge, or any professionals retained on this case, or otherwise undermine my ability to represent you.

Domestic relations cases are governed by unique rules and statutes. One of the rules governing these cases is Rule 16.2. It states that persons involved in domestic relations cases are in a special relationship to each other and that each person has a duty to provide complete and honest disclosure of all material facts to the other and to the Court. This duty to disclose exists even if the other party does not formally ask for the information. I will advise you about what facts and information that must be disclosed to the other side.

As the Client, you have a legal duty to disclose all the facts and information that may affect the outcome of your case. This information may be in the form of documents like tax returns, or pay stubs; or it may simply be information that you know about, such as prior health problems or a criminal history. By law, you and your spouse have the legal duty to provide this information to each other and the Court, even if it may be unfavorable to one or the other of you. Any attempt to conceal such information violates this duty and will not be tolerated by the Court or by myself. If you choose not to follow my advice on what information must be disclosed, I may withdraw from your case.

3. Communication. Most people have numerous questions, which arise during the progress of a case that they would like to have answered. During the conferences, I rarely let telephone calls from others interrupt. Oftentimes, if you telephone me, the reason I am unable to take your call is because I am meeting with another Client. In order to cut down on time used, please make a list of all questions and save them for the next appointment or scheduled phone conference rather than run up additional time for telephone calls as each question arises. Domestic cases generate a larger number of telephone calls than other types of cases. Accordingly, it is sometimes difficult to return your call the same day it is made.

Your call is returned on or before two working days as usual matter unless the message is marked "urgent." If you feel your call needs immediate attention, please advise my staff the matter is urgent with a brief description of the nature and substance of your call, and it will be returned on a priority basis with other urgent messages.

Emails are treated in the same manner as phone calls. I attempt to respond as soon as possible to emails; however, there may be a delay given my calendar commitments. Emails are generally returned in the same priority schedule as phone calls.

I am required to keep you updated regarding your case. I will send you copies of all correspondence and other documents regarding your case via mail unless you and I discuss an alternative arrangement. If you prefer to receive all documents via email, please let me know.

4. Dispute Resolution. There are many ways to resolve family law issues. I will review with you the available options as your case progresses and assist you in making the selection of the process that is the best fit for you and your case.

Before issues can be scheduled for contested hearings, in almost all cases, the Court requires the parties to submit these issues to mediation. Clients may mediate disputed issues through a private mediator or through the Court system. The Dispute Resolution Committee (Court System) will obligate you to a two-hour session of mediation at an expense of \$120.00 per hour per person, in state.

5. Fees and Costs. An initial retainer of \$_____ is required for your case. My hourly rate charged for attorney services is \$350.00, \$135/155.00 for paralegal services. The retainer is placed in a trust account and billed against as services are rendered. Time is billed in tenths of an hour. A bill will be forwarded to you on a monthly basis. Once the retainer is earned, you are expected to pay off the monthly balance due upon receipt unless other arrangements have been made with me. If your case has not yet reached final resolution and a hearing is scheduled, an additional retainer will be required.

Fees charged cover work including subsequent conferences, telephone conferences with you, with opposing counsel and others (whenever they call us about your case, or we call them), time involved in going to Court to file papers, contacting the sheriff or other persons regarding the service of process, drafting documents, representation at hearings and other time that may be spent in connection with your case. A sample billing statement is attached.

Unexpected expenses and fees may arise in the course of the case. It is impossible to determine in advance the amount of time required to complete the case, particularly because of personality disputes of the parties, scheduling or rescheduling of Court dates, extended discovery or negotiations, necessary redrafting of documents and Court pleadings, pretrial hearings, use of expert or other witnesses for preparation of testimony, complex questions of fact and/or law, reviewing/changing financial data, correspondence and papers from other attorneys, creditors, you or the Court, and the scope of contested issues in the case. The exact fees and costs will vary with the services required. Also, the opposing parties and opposing attorney's aggressiveness or lack of knowledge of the law may necessarily increase my time expended and your legal fees and costs.

Other costs of litigation may be necessary to prepare your case for trial or settlement. Such costs may include, among other things, filing fee, costs of service of process; expert fees (accountants, appraisers, physicians, psychologists, etc.), witness fees, long distance charges, postage, photo copy expenses at 10 cents per page, fax expenses, and discovery costs, including depositions. It is understood that you will remain fully responsible for all of these costs and other out-of-pocket expenses incurred in the research, investigation, and preparation of your case.

Some retirement fund plans require a Qualified Domestic Relations Order (QDRO) to transfer funds from one spouse to another. In most cases, it is my policy to use experienced outside counsel, that specializes in this area, for the preparation of these orders. If the preparation of a QDRO is required in your case there will be a minimum charge of \$400-\$500 per Order to cover the cost of preparation.

6. Terms of Payment. While in certain cases it is appropriate to ask the Court to order your spouse to pay some or all of your fees and costs, and while such a request may be made on your behalf in that situation, you should understand that my fee arrangement is with you, and it is only to you that I will look for payment of my fees and costs, even though the Court may order your spouse to contribute to you to defray your legal expenses.

Any arrears, including unpaid fees, costs, and interest on prior arrears, will be assessed interest of 1.5% per month. Dishonored checks may be assessed a service charge of \$20, plus other penalties as provided by law. Arrears not paid within 30 days may be subject to collection actions, such as a lien on your property or documents, civil action, and referral to a collection agency. You are responsible for all costs of collection, including attorney's fees of one-third to one-half of the arrears. Should I continue representation despite arrears, I may deduct arrears owing from any amount recovered in this matter.

Prompt payment or proper arrangements for payment is expected; otherwise, I reserve the right to apply to the Court for permission to withdraw from the case at any stage of proceedings. In such event, I will continue to represent your interests until the Court authorizes withdrawal.

7. Legal and Collection Fees. In the event any action is necessary to recover attorney fees, costs or any other amount due from you to me, I shall be entitled to recover all reasonable attorney fees and costs incurred for the collection of the amount due and owing.

8. Termination of Representation. It is my customary practice to file a motion to withdraw in a case after a Final Decree of Dissolution, Decree of Legal Separation and/or Orders regarding modification have been entered and final documents to carry out the terms of the Decree and/or Order have been prepared. If additional issues arise between the parties after the withdrawal order has been signed, and if further involvement is desired, I will discuss those issues, as well as any arrangements as to future representation, with you.

I reserve the right to withdraw from representation if you fail to honor this Agreement, including failure to pay any legal fees and/or costs within 10 days of request of statement, or for any just reason as permitted or required under the Colorado Code of Professional Responsibility, or Colorado Law.

I may withdraw from my representation in this matter at any time if you:

- a) insist upon presenting a claim or defense that is not warranted under existing law or fact and cannot be supported by good faith argument for an extension, modification, or reversal of existing law;
- b) personally seek to pursue an illegal course of conduct;
- c) insist that I pursue a course of conduct that is illegal or that is prohibited;
- d) by other conduct renders it unreasonably difficult for me to carry out this employment;
- e) insist that I engage in conduct which is contrary to the judgment and advice of me even if not prohibited; or
- f) disregard an agreement or obligation to me as to expenses or fees for services rendered.

In the event of withdrawal from employment, I will take reasonable steps to avoid foreseeable prejudice to your rights, including giving due notice, and delivering all papers and property to which you are entitled. Because permission to withdraw from employment is required by the rules of the Court if I am already entered as "attorney of record," I shall withdraw upon permission of said Court. Also, I shall withdraw if discharged by you. Such discharge shall be communicated in writing to me.

In the event of my withdrawal, you agree to pay me for all fees, charges, and expenses incurred pursuant to this Agreement upon receipt of the Order of Withdrawal.

9. Maintenance of File. At the conclusion of your case, your file will be stored electronically which I will maintain for a period of 7 years. You will have the option to retain your original "paper" file and will be given information about obtaining the file. If you elect not to retain the file, it will be shredded.

10. Complete Agreement. There are no other written representations between you and I. Any modifications to this contract shall be made in writing, dated and executed in the same manner as this original Agreement. This Agreement shall be binding upon the heirs, successors, representatives and assigns of you and me and shall be governed by the law of Colorado.

With this understanding, if you choose to have me represent you, please execute this Agreement before I commence work your case.

I certify that I have carefully read and understand the above and foregoing Agreement. I have received a copy of this Agreement, and consent to the specified terms outlined this _____ day of _____, 20____.

Client

Dailey Law, PC
Lisa M. Dailey, Attorney at Law