

Erin Johnson
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Date: _____

Client: _____

Email: _____
Phone: _____
Other: _____

Re: Engagement for Legal Services

This letter describes the basis on which this firm will provide and bill for legal services to you, and to confirm that you have engaged Erin Johnson Attorney at Law, LLC to represent your interests.

1. **Professional Undertaking and Limited Scope of Representation:** We will commit to perform work on your behalf in a responsive, thorough and competent manner. We cannot and do not guarantee the success of any given undertaking, but we will strive to represent your interests vigorously and as efficiently as possible.

We generally provide a limited scope of representation for our clients, meaning that our representation is limited to specific task or issue. In this regard, you have provided information to us and requested our assistance. In our initial discussions, we have explored your options and alternatives, and the material advantages and disadvantages of the proposed course of conduct.

2. **Scope of Representation:** You will be represented regarding the following: _____

_____. Our services do not generally include litigation or court matters, except in limited circumstances. If litigation becomes necessary, we will re-evaluate your options and alternatives. We may agree to provide additional services outside the scope of the original fee agreement in a subsequent fee addendum. Any task or issue not defined within the scope of representation is presumed to be the client's responsibility. Your acceptance of this engagement for services letter, and payment of the retainer, if any, constitutes your informed consent to our limited scope of representation.

3. **Fees:** The firm's hourly rates for attorneys, if we are billing on an hourly basis, is based on years of experience, specialization in training and practice, and the level of professional attainment. The normal rate for hourly legal services for Erin Johnson is \$225 per hour. For litigation matters, if included in the scope of representation, is \$275 per hour. The rates are subject to change from time to time at the firm's discretion. On some matters it is necessary to use outside co-counsel. In this event you will be consulted as to the recommended co-counsel and billing arrangements prior to any fees incurred by any outside co-counsel.

When possible, we work on a Flat Fee basis, meaning that you agree to pay a set fee for specified legal services, regardless of the time or effort involved by your counsel. Our current Flat Fee Schedule is attached for your reference. The schedule document includes a description of the services to be performed, the amount to be paid for the services and the timing of payment. Our Flat Fee work is based on a retainer,

usually 50% of the Flat Fee to be paid at the time of engagement of our services. The amount of the retainer is earned by us upon payment. The balance of the Flat Fee may be subject to cancellation in the event of early termination of this agreement.

Our Flat Fee services have an hourly cap, usually of 10 hours of billable work, so that if a task or issue becomes excessively complex, we will re-evaluate the scope of work with you. This sometimes occurs, for example, in probate cases where unforeseen circumstances can arise.

Our Flat Fee for establishing a business entity also has an hourly cap on it, but the services provided includes 10 hours of billable work regarding corporate governance matters that can be used any time in the first year after the business formation. This allows us to assist the client with issues such as board formation and board and member meetings as you adjust to operating your new business.

4. **Costs:** You will be responsible for payment of all fees, costs, and expenses incurred by us in connection with the services we render for you. This firm bills for reimbursable expenses based on the actual costs. We are not obligated to pay or advance any costs or expenses, and may either require advance payment or arrange to have third party costs or expenses billed directly to you. However, we may advance such costs or expenses and obtain reimbursement from you through our monthly billings. The costs that you will be invoiced for do not include normal office overhead expenses, but will include any “outside” costs such as recording, document, research, filing, public notice and outside copying fees. In some cases, travel expenses may apply. You will be provided with advance notice of any other fees that you will be invoiced for.

5. **Billings:** Our statements generally will be prepared and sent shortly after the end of the month in which services are rendered and costs advanced. Some invoicing is done on the basis of completion of the project, or a longer billing cycle usually no longer than quarterly. We will deliver statements by e-mail unless you instruct us differently. We expect payment prior to the next monthly billing cycle. It is important that you review each statement upon receipt and contact us with any questions or concerns that you may have.

6. **Late Payments:** If a statement is not paid in full each month, a monthly interest charge will be assessed against all fees, costs, and previously accrued interest which remain unpaid, unless we have made other payment arrangements with you. The monthly interest charge will accrue from the first of the month and is calculated at the rate of one and a half percent (1-1/2%) per month. In the unlikely event that we are required to institute legal proceedings to collect our fees and costs owed by you, you agree to pay us for our time expended regarding collection efforts at our prevailing hourly rates plus all costs of collection, including attorneys’ fees and costs. In addition, you understand that we may be entitled to a lien against your documents, money and property, as permitted by Colorado law.

7. **Termination:** You have the right to terminate the firm’s representation at any time by written notice which will be effective when received by us. Unless we otherwise specifically agree, we will provide no further services and advance no further costs on behalf of you after receipt of the notice except as otherwise required by any court having jurisdiction. If we are attorneys of record for you in any court, judicial or administrative proceeding, then you agree to return a substitution-of-attorney form signed by an authorized person immediately after receiving it from us. Notwithstanding the termination, you remain obligated to pay us at the agreed rates for all services provided and to reimburse us for all costs advanced. You also understand that the firm may at any time, for any reason consistent with its ethical obligations, elect to withdraw as counsel. We also reserve the right to terminate this agreement for nonpayment. In

the event of termination you will be entitled to your files upon payment of the balance of any fees and costs owing pursuant to the terms of this agreement.

8. **Files and Documents:** We endeavor to operate as a “paperless” environment. Generally, documents received or generated by us are scanned or otherwise stored as an electronic file. Also, it is our common practice to communicate with clients via email or other electronic means without confirming paper delivery via mail. If you wish us to vary any of these practices with respect to our representation of you, please let us know.

We do not keep original signed documents, and these will be given to you upon completion of the work for you. For Estate Planning clients, we keep a scanned back-up copy of your signed documents. Otherwise, you authorize us, to the extent permitted by the Colorado Rules of Professional Conduct, to dispose of your files and documents two years after the work specifically outlined above has been completed or two years after the last work we perform for you. We shall not be required to give notice to you prior to such disposal and if you wish to retain such files and documents rather than have us dispose of them it is your responsibility to notify us and retrieve such files and documents.

9. **Communications.** As you know, attorney-client communications are normally privileged and confidential. However, your permission is requested to release to opposing counsel or to the court information that may be routinely obtained during the course of the firm’s representation that we may deem appropriate to facilitate a disposition or move the matter along more efficiently. By agreeing to this engagement you grant such permission to us.

10. **Additional Matters.** In the event we do work for you in other areas not specifically outlined above, we both agree that the terms and conditions of this letter shall govern our relationship hereafter, except as otherwise expressly agreed in writing.

11. **Retainer:** Flat Fee matters require a 50% retainer to be paid upon engagement. For other clients and matters, we reserve the right to request a retainer from time to time in our discretion. If a retainer is required, you will receive an invoice to evidence the amount. If any part of the retainer is applied against your account, an additional retainer may be required in order to maintain a reserve for payment of our fees and costs.

12. **Conflicts:** Whenever we advise or represent multiple parties there is the possibility that a conflict among the parties’ interests may develop. If we become aware of any conflict or potential conflict among or between any multiple parties, we shall so advise each party. Certain conflicts of interest may be waived after full disclosure and an opportunity for advice from independent counsel. However, depending on the conflict or potential conflict, there may remain the possibility that we would be required under the Colorado Rules of Professional Conduct to withdraw from our relationship or representation of one or more, and possibly all multiple clients.

Erin Johnson will have primary responsibility for your representation. If at any time you have any questions or concerns related to our representation of you, please contact her directly. Thank you for the confidence you have shown in this firm by seeking our counsel. We will serve you to the best of our abilities and we look forward to working with you.

Sincerely,
ERIN JOHNSON ATTORNEY AT LAW LLC

Erin Johnson Attorney at Law LLC

303-588-2695 erin@fone.net

2022 Fee Schedule

Initial Consultation	No Charge
Hourly Rate	\$225
Hourly Rate - Non Profit	\$190
Hourly Rate - Litigation	\$275

Flat Fee Services

50% Advance deposit required, balance due on completion of task or probate filing

Basic Uncontested Probate Matters	\$1500 fee + court fees and public notice expenses
Basic Business Entity Formation	\$1500 (Each entity)
- includes 10 hours of work during first year for governance matters	
HOA and Non Profit - Bulk hourly discount	\$100/hr - 10 hr/\$1000
- Annual advance payment of \$1000 for 10 hours, additional blocks can be purchased at same rate. No refund or extension of unused hours in annual period	

Estate Planning Services

Power of Attorney Package (Flat Fee)	\$400.00
- Includes General Durable Power of Attorney, Medical Power of Attorney, Living Will and HIPAA (Privacy Release document)	
Will Package for 1 person (Flat Fee)	\$900.00
- Includes Will, Power of Attorney Package and Memorandum of Personal Property	
Will Package for couple (Flat Fee)	\$1,500.00
- Includes Will, Power of Attorney Package and Memorandum of Personal Property for each spouse	
Basic Revocable Trust Package for 1 person (Flat Fee)	\$2,200.00 + Asset Transfer (Hourly)
- Includes Revocable Living Trust, Power of Attorney Package, Supplemental Trust Documentation, Pour-over Will and Memorandum of Personal Property	
Basic Revocable Trust Package for couple (Flat Fee)	\$3,500.00 + Asset Transfer (Hourly)
- Includes Revocable Living Trust, Supplemental Trust Documentation and Power of Attorney Package, Pour-over Will and Memorandum of Tangible Personal Property for each spouse	
Asset Transfer	\$225.00 (Hourly)
- Transferring assets into your trust is charged at the hourly rate of \$225.	

Other Estate Planning Services **TBD**
- Rates for irrevocable trusts, special needs trusts, charitable planning and trusts, business and farm/ranch succession planning, generation-skipping planning, private foundations, family limited partnerships, limited liability companies, gun trusts and other estate planning matters are determined based on the complexity of the matters to be addressed and the necessary documents to be created for your estate plan. Some services can be provided under flat fee arrangements, otherwise hourly rates will apply.