

LAW FIRM  
OF  
JESSICA H. MILLER, LLC  
CANYON PROFESSIONAL BUILDING  
595 CANYON BOULEVARD  
BOULDER, COLORADO 80302

JESSICA H. MILLER,  
ATTORNEY AND COUNSELOR AT LAW

WWW.JHMILLERLAW.COM  
TELEPHONE: 303-443-0568

**FEE AGREEMENT**

Dear Roosevelt Ridge Homeowners Association:

1. You have asked this firm to act as your attorney with regard to the following matter(s): Association operations and covenant enforcement ("Scope of Representation"). This letter will confirm our fee agreement and shall only become effective upon this firm's receipt of a copy of this letter signed by you and your payment of the retainer fee set forth in paragraph 2 of this Fee Agreement. If you do not understand all of the terms or language in this fee agreement, please contact Jessica H. Miller prior to signing this fee agreement. This firm's representation of you is limited to the matter as described above. You represent that you do not know of any related legal matters that would require legal services under this fee agreement. If such matters arise later, you agree that this fee agreement does not apply to any related legal matter, and a separate engagement agreement for provision of services and payment for those services will be required if you wish to engage this firm to perform legal services pertaining to such matters. We will provide only legal services, as previously described in the "Scope of Representation" section of this fee agreement.
2. You agree to pay an initial retainer of \$1,000.00 for anticipated legal fees and costs. Your retainer fee will be held in this firm's zero interest trust account from which you authorize this firm to withdraw for current costs and legal fees incurred for which you will receive a regular accounting. Any unused amounts of your retainer funds will be returned to you within fifteen (15) business days of your written request.
3. Billing is based upon attorney time spent at a rate of \$280.00 per hour. It is impossible to determine in advance the amount of time that will be needed to complete your case(s). We will, however, keep you fully informed of time expended related to your case(s). Any estimate we provide regarding the amount of time or cost related to the completion of your case(s) is a non-binding approximation of the anticipated cost or time involved with your case(s) and you are responsible for the actual amount of fees incurred. Some of the work on your case(s) can be done by my paralegal or law clerk. The paralegal time is billed at the rate of \$120.00 per hour. Law clerk and legal assistant time is billed at the rate of \$75.00 per hour. Because staff time is charged at a rate substantially below mine, to the extent such time is utilized, some of your legal costs will be reduced. I am, of course, at all times responsible for work done on your case and carefully supervise all work done by this firm's staff. The hourly rates quoted in this letter are subject to change during the period of representation if we are required to raise this firm's rates due to advancing costs and economic circumstance. However, no change in hourly rates will be made without first notifying you sixty (60) days prior to the effective date of the increased rates and giving you the opportunity to seek alternate legal counsel if you choose. Rate changes will be limited to once a year per staff member.

4. This firm will bill you monthly on a time-expended plus costs basis. Payment on monthly invoices, including replenishments of your retainer, is due on receipt. After receipt of the monthly invoice, you have (30) thirty days to dispute the invoice. If no dispute was made after the (30) thirty days has elapsed, you agree you are barred from disputing the bill and the billing shall be considered to be accurate.

5. This firm reserves the right to terminate our attorney-client relationship and withdraw from any pending legal proceeding for non-payment of fees or costs or any other reason this firm believes interferes with its ability to represent your best interests. To the extent permitted by rules of professional responsibility and the court, we may terminate our representation at any time if you breach any material term of this agreement, fail to cooperate or follow our advice on a material matter, if a conflict of interest develops or is discovered, or if there exists, at any time, any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate.

6. You are responsible for payment of "Costs," which are out-of-pocket expenses related to the handling of your case(s), such as Court filing fees, recording fees, process service fees, courier fees, postage, transcript fees, mediation fees, expert witness fees, accountant's and appraiser's charges, photocopying costs at \$0.15 per page, long distance telephone charges, process serving, mileage at \$0.45 per mile, hotel, meal or airfare costs necessitated by travel required on your case, deposition cost, transcript cost, witness fees, investigator costs and facsimile cost, among others. Costs will also be itemized and billed to you on a monthly basis. You will be informed of anticipated costs whenever possible. We may require you to remit payment of costs directly to our third-party vendors or service providers. Unless you contact this firm upon receipt of any given billing, this firm will assume you understand and acknowledge the costs and fees billed you. You will be required to pay in advance such substantial costs as fees of mediators, arbitrators, court reporters for depositions, investigators, expert witnesses and other expenses of this nature. No expenditure over \$250.00 will be made without your consultation and permission.

7. At such time as your retainer fee becomes depleted, this firm may request that you deposit additional funds to this firm's trust account to reestablish an adequate retainer to complete your case(s). You agree to keep a standing retainer balance of \$1,000.00 throughout this firm's representation of you. In the event the scope of this firm's representation or amounts of work you request this firm to undertake increases, this firm may adjust the retainer balance requirements of this Fee Agreement to reflect the amount of work requested and retainer amounts for litigation will be increased in advance of any trial or hearing.

8. If the retainer account is insufficient to cover the monthly charges, payment on your monthly bill is due upon receipt of this firm's statement. If payment is not received within twenty (20) days from the date of the statement, a monthly late fee in the amount of \$40.00 per month and interest at the rate of 1.5% per month (ANNUAL PERCENTAGE RATE = 18%) on the outstanding balance will be charged. Additionally, if full payment is not received within thirty (30) days of the statement date, unless other arrangements are made, this firm reserves the right to terminate our attorney-client relationship for non-payment of fees or costs. If the fee, plus any interest added to it, is not paid when due, or if suit is brought to collect it, all reasonable costs of collection, including reasonable attorney's

fees, will be assessed as additional indebtedness. In the event that the Client entering into this Fee Agreement is a corporation, limited liability company, limited liability partnership ("company"), the undersigned person(s) who have executed this Fee Agreement for the company agree to personally guarantee all amounts due under this Fee Agreement for the company. A fee of \$50.00 will be charged for all returned checks along with any charges authorized by statute.

9. A Court may also order attorney fees and/or costs in favor of and/or against you. If attorney fees and/or costs are awarded in your favor, they are also considered to be merely "on account" and the client remains liable for payment of the total fees and costs due in accordance with this fee agreement. Amounts actually received pursuant to Court order will be credited to your account or returned to you if the fee has already been paid. If attorney fees and/or costs are awarded against you, you are solely responsible for payment of said attorney fees and/or costs.

10. This firm agrees to keep you informed as to the progress of your case(s) and will consult with you as necessary to ensure the timely, effective, and efficient completion of our work. This firm will send you copies of all relevant papers coming into and going out of this office. If I am not available when you telephone, your call will be returned at the first available opportunity. You will be charged for all telephone consultations with myself or my staff. Please consider this as you plan your telephone consultations. You agree to be fully candid with this firm regarding information provided for my representation of you. You agree to advise this firm of any changes in your current address, phone numbers, or employment and inform this firm of any extended periods when you will be unavailable. This firm reserves the right to terminate our attorney-client relationship and withdraw from any pending legal proceeding if the conditions of this Fee Agreement are not met. This firm's non-enforcement of any provision herein does not act as a waiver. You acknowledge and agree that you remain responsible for making all business or technical decisions and that you are not relying on this firm for accounting, tax, personal financial matters or business management, and related non-legal matters and advice. You also acknowledge that this firm is not responsible for investigating the character or credit of persons with whom you may be dealing.

11. We charge for any travel time or waiting time in Court. Every effort will be made to work on your case while I am in transit or waiting in Court. At the conclusion of representation of you, you may request in writing that we provide you with this firm's file on your legal matter. In the event you do not request your file the conclusion of our representation, you hereby agree and consent that this firm may destroy this firm's file within sixty (60) days of the conclusion of this firm's representation.

12. This firm has not made any representations concerning the successful termination of your claims, or the favorable outcome of any legal action which may be filed. You acknowledge that this firm cannot guarantee either the outcome or the timing to complete legal services on your behalf. Every effort will be made to expedite your case promptly and efficiently according to the highest legal and ethical standards.

13. The scope of this firm's representation of you does not include advice or services regarding accounting, tax, personal financial matters or business management, and related non-legal matters and advice. If you wish for this firm to consult with other professionals retained by you regarding this matter, we will communicate with you in writing to confirm the scope of such consultations prior to

initiating same. For representations involving real estate, the scope of this firm's representation does not include title searches, surveys, inspections, and other non-legal work relating to real estate, and you may wish to engage a title insurance company, abstractor, surveyor, or other licensed professional to provide you with these services.

14. You will be kept informed of the progress of the matter and you have the right to examine the file at the offices of The Law Firm of Jessica H. Miller, LLC. You may terminate this firm's representation of you at any time with or without cause by notifying this firm in writing of your desire to do so and have your file returned; however, in that event, The Law Firm of Jessica H. Miller, LLC would be entitled to a fee of \$280.00 per hour for attorney time, \$120.00 per hour for paralegal time, and \$75.00 per hour for law clerk and/or legal assistant time for all work performed up to the time of termination. Upon receipt of the notice to terminate representation, we will cease all legal work on your behalf immediately unless this firm has entered its appearance in litigation on your behalf. If this firm has entered its appearance in litigation on your behalf, this firm will file a motion to withdraw, and you will be responsible for paying all legal fees, expenses and disbursements incurred on your behalf in this matter until the Court grants this firm's withdrawal from the litigation.

15. Please countersign this agreement and return it to me so that this firm will have a written memorandum of our understanding regarding the handling of your case.

16. Additional Provisions: Scott Schorer and Jeff Keicher (signatures below) are the two sole directors serving on the Association's board of directors. They were elected by the homeowners at an annual meeting of members. Unless otherwise indicated in writing, Scott Schorer will be authorized to direct all decision made by the board regarding the scope of this firm's work.


Sincerely,

LAW FIRM OF JESSICA H. MILLER, LLC

\_\_\_\_\_  
Jessica H. Miller, Esq.

\_\_\_\_\_  
Date

FEE AGREEMENT UNDERSTOOD, ACCEPTED AND APPROVED:

  
\_\_\_\_\_  
Client: Roosevelt Ridge Homeowners Association  
By: Scott Schorer  
Its: Director

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Client: Roosevelt Ridge Homeowners Association  
By: Jeff Keicher  
Its: Director

\_\_\_\_\_  
Date