

Client, \_\_\_\_\_, of Boulder County, Colorado and \_\_\_\_\_ (co-plaintiff, spouse or business name) retains Avery Law Firm-CO, and Schack Law Group (California) (“Attorneys”), and potentially other local counsel with whom they choose to associate (to be determined), to perform the legal services mentioned in Paragraph 1 below. Attorneys agree to perform them faithfully and with due diligence.

1. The claim, controversy, and other matters with reference to which the services are to be performed arise out of the "Marshall Wildfire" occurring in Boulder County, Colorado on about December 30, 2021.

2. Attorneys agree to perform legal services on a contingent fee basis of thirty three and one-third percent (33 1/3%) of everything of value received by Client in connection with Client’s Claims as attorneys’ fees and for reimbursement of costs incurred and paid by Attorneys in the prosecution of Client’s Claims (“Attorneys’ Fees and Costs”). This does not include any appellate proceedings. In the event Attorneys agree to continue the prosecution of this case on appeal, all costs and attorneys’ fees incurred on appeal will be recoverable in their entirety by Attorneys. Attorneys have informed Client of other available methods of payment, such as on an hourly basis, but Client prefers to proceed on a contingency fee basis.

3. The Client is not to be liable to pay compensation otherwise than from amounts collected for the Client by Attorneys, except as follows:

In the event the Client terminates this contingent fee agreement without wrongful conduct by Attorneys that would cause Attorneys to forfeit any fee, or if Attorneys justifiably withdraw from the representation of the Client, Attorneys may ask the court or other tribunal to order the Client to pay Attorney a fee based on the reasonable value of the services provided by Attorneys. If Attorneys and the Client cannot agree how Attorneys are to be compensated in this circumstance, Attorneys will request the court or other tribunal to determine: (1) if the Client has been unfairly or unjustly enriched if the Client does not pay a fee to Attorneys; and (2) the amount of the fee owed, taking into account the nature and complexity of the Client’s case, the time and skill devoted to the Client’s case by Attorneys, and the benefit obtained by the Client as a result of Attorneys’ efforts. Any such fee shall be payable only out of the gross recovery obtained by or on behalf of the Client and the amount of such fee shall not be greater than the fee that would have been earned by Attorneys if the contingency described in this contingent fee agreement had occurred.



4. "The amount collected" does not include specially awarded attorneys' fees or costs. Any specially awarded attorneys' fees and costs shall be the sole property of Attorneys and shall not reduce the percentage amount due on "the amount collected."

5. Costs and attorneys' fees awarded to an opposing party against the client before completion of the case (none of which are anticipated) will be paid by the Client when ordered. Any award of costs or attorneys' fees, regardless of when awarded, will not be subtracted from the amount collected before computing the amount of the contingent fee under this agreement.

6. Client and Attorneys agree that Attorneys will be responsible for the costs and expenses of this action to the full extent permitted by law and rules of professional conduct. "Costs and expenses" include: expert witness fees, deposition fees, filing fees, telephone and mobile phone charges, photocopies, travel expenses, messenger services, and other items commonly defined as expense or court costs. Client agrees that all such costs and expenses will be deducted from any settlement or final judgment of this matter and Attorneys will be reimbursed by Client for any such costs and expenses. The Firms expressly advise Client that if judgment is entered against Client in litigation, Client may be liable for payment of the defendants' taxable litigation costs.

Client permits Attorneys to pay the reasonable expenses and disbursements they decide are appropriate to handle Client's case. Because of the nature and complexity of the issues involved in Client's case and the potential for Client's case to be brought as an individual, mass action, or multi-district litigation, it is difficult for Attorneys to accurately estimate the total anticipated expenses and disbursements at this time, although such total could exceed \$50,000.00 to handle the matter to conclusion. Authority is given to Attorneys to incur expenses and make disbursements up to a maximum of \$50,000.00, which limitation will not be exceeded without Client's further written authority. Client agrees to reimburse Attorneys for these expenses and disbursements upon final resolution; however, if Attorneys do not obtain a recovery for Client, Attorneys will forego reimbursement of the expenses and disbursements of litigation as discussed above. If there is a recovery, in addition to paying Attorneys' attorney fees. Client agrees to pay Attorneys out of the recovery for the expenses Attorneys pay to handle Client's case.

7. The Client authorizes Attorneys to pay from the amount collected any lawful lien holder (e.g., insurance subrogation claims, provider liens, Medicare, etc.), but Attorneys shall make a good faith effort to negotiate the minimum amount payable to lien holders as part of the fees paid Attorneys. Where the applicable law specifically requires Attorneys to pay the claims of third parties out of any amount collected for the Client, Attorneys shall have the authority to do so notwithstanding any lack of authorization by the Client, but if the amount or validity of the third

party claim is disputed by the Client, Attorneys shall deposit the funds into the registry of an appropriate court for determination. Any amounts paid to third parties will not be subtracted from the amount collected before computing the amount of the contingent fee under this Agreement.

8. Client understands and agrees that attorneys' fees paid to Attorneys will be shared by Attorneys pursuant to a co-counsel agreement between them (the "Co-Counsel Agreement") based on their joint responsibility for the representation and the services performed by each. The Co-Counsel Agreement does not require Client to pay any fees in excess of those set forth in this Agreement.

9. This Agreement does not pertain to any other matters on which Client may ask Attorneys to work during the course of this case including, but not limited to, prosecution or defense of litigation or counterclaims. Any such other representation will be at Attorneys' regular hourly rates.

10. Any dispute pertaining to this agreement shall be resolved via arbitration according to the rules of the American Arbitration Association, unless otherwise agreed by the parties, in Denver, Colorado. The decision of the arbitrator shall be final and binding on all parties.

11. If a settlement offer is received that in the opinion of Attorneys is fair and reasonable, Client agrees to accept that offer or agrees to have the offer reviewed and approved by a third-party mediator to be selected by the court or arbitrator(s) presiding over the litigation. If Client refuses to agree to the fair and reasonable settlement offer after review and approval by the appointed mediator, Attorneys may withdraw, after ten days' notice, from the case and assert an attorneys' lien for the fair value of all fees, costs, and expenses due Attorneys.

12. Client understands the effect of joint representation on attorney-client confidentiality. Attorney-client communications are privileged and are protected against disclosure to a third party. Under this Agreement, Client understands that Attorneys may represent, and consents to Attorneys representing, multiple plaintiffs. By entering into this Agreement, Client waives any right Client may have to require that Attorneys disclose to Client any confidences Attorneys have obtained from any other plaintiff in connection with the subject matter of this Agreement.

13. Attorneys make no guarantees, warranties or representations of the results of the Claims covered hereunder and Client expressly acknowledges that Attorneys make, and have made, no such guarantees, warranties or representations. Further, Attorneys expressly state that, due to the nature of legal disputes and litigation, no specific or general results are represented, warranted or guaranteed in any manner with respect to the Claims covered hereunder.

14. Client has been advised that client files are required to be retained for ten (10) years after completion or termination of representation pursuant to Rule 1.16A of the Colorado Rules of Professional Conduct and Client expressly waives such requirement of retention in accordance with the provisions of said Rule. We shall retain files for one (1) year from the conclusion of the case and thereafter are free to destroy them. We shall make copies available to Client at Client's cost and expense if Client so desires and so notifies us in writing.

**WE HAVE EACH READ THE ABOVE AGREEMENT BEFORE  
SIGNING IT. NOT VALID UNLESS SIGNED BY BOTH PARTIES.**

Date:

\_\_\_\_\_  
Signature

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

Date:

\_\_\_\_\_  
Signature of Spouse/Co-Client (if  
applicable)

\_\_\_\_\_  
Print Spouse/Co-Client Name (if  
applicable)

Address:

Phone:

Email:

ACCEPTED:

Date:

\_\_\_\_\_  
(Signature of Attorney)

Return to: AVERY LAW FIRM  
PO BOX 6888  
DENVER CO 80206  
denverinjurylaw.co@gmail.com