

Serbinin Law Firm LLC  
Attorneys at Law

**NOTICE OF ATTORNEY FEE POLICY**

The Supreme Court of Colorado now requires that all attorneys provide to prospective clients notice of the attorney fee policy of counsel. This policy statement is being made in accordance with that requirement.

**HOURLY FEE SCHEDULE**

My hourly fee, based upon my experience and qualifications is \$250.00 per hour for any legal work other than court hearings and trials. In addition to the degree of Juris Doctor from the University of Denver College of Law and a license to practice law in the state of Colorado, my qualifications include native ability and professional degree from the University of Leningrad in Russia that enables significant savings to my clients who don't have to spend funds on translators and interpreters or overcome sometimes insurmountable barriers of cultural differences during most but not all steps of representation. For court appearances including hearings and trials I will charge \$300.00 per hour. From time to time if circumstances warrant, I agree to a lesser hourly rate. Additionally, whenever I believe it is necessary in my client's best interests, I make use of the services of an associate attorney and/or a co-counsel. Under the circumstances an hourly rate for such attorney's services would depend on his or her necessity and qualifications. Still more, I commonly will make use of the services of paralegal, legal assistant or law clerk at varying charges no greater than \$85.00 per hour.

Billable time includes the following: All court time, all time for office appointments, preparation for court hearings and trial, travel time, time visiting the scene of incidents, accidents or crime scenes, time for review of discovery materials and/or preparation of motions of all types that are reasonably appear to be necessary in a case, reviewing exhibits or obtaining discovery or other materials or documents that are generated in a case; time to prepare for and take depositions, phone calls, *including calls from client or relatives with inquiries about the status of the case, times of hearings or appointments previously communicated or otherwise made known to clients at an increment of 10 minutes of my time minimum (\$41.66)*, library and legal electronic research time, discussions with opposing counsel and the time spent by any other attorney or expert who is employed on a contractual basis to work on behalf of my client, and any and all other reasonable and necessary time spent or work performed on behalf of my client. *Calls outside of work hours and on the weekends or hohydays will be charged at an increment of 15 minutes of my time minimum (\$62.50)*

**SET FEES**

Sometimes clients ask for the establishment of a set fee, or a ceiling on the attorney fees. Sometimes I agree to that depending upon many factors and circumstances, which would be discussed with the client at the commencement of the attorney/client relationship. If a set fee is agreed upon, the set fee amount will appear on the billing statement that you will receive when you become my client. I will bill against that set fee at the rate of \$250.00 per hour in order to keep track of the total time and costs that occur during the case. Frequently what will happen is that the time that I have billed will exceed the set fee. When that happens and the bill reflects it, I will not expect to be paid the amount of fees that are in excess of the set fee amount or ceiling that has been established. If the final billing reflects that my time did not exceed the set fee, by agreement I will retain the balance that is shown in accordance with the Agreement for a set fee.

## **CONTINGENT FEES**

In some cases, I agree to represent clients on a contingent fee basis whereby I agree to receive one third or more of the final settlement or judgment, plus costs, at the conclusion of the case. If your case fits the category of cases in which I will accept a contingent fee agreement, there will be a separate and distinct Contingent Fee Agreement and Disclosure Agreement that will be discussed and executed by the client and myself. Accident and negligence cases and sometimes collection cases fall into the category of contingent fee cases. Rules of professional conduct prohibit contingent fee agreements in criminal defense and certain family matters.

## **TRUST ACCOUNT/Retainer**

Every attorney in Colorado is required to maintain client funds in a trust account, separate and apart from his business and/or operating account. Trust account funds are designated with the word "COLTAF", which is the designation that has been established between the Colorado Bar Association and the banks for attorney trust accounts. Monies such as RETAINER received from the client that have not been earned at the time of receipt will be placed into the trust account. Monies will be taken from the trust account when they have been earned by counsel in accordance with the fee schedule and/or set fee that has been established in the case. The monies that are taken from the trust account will be shown and indicated on the billing statements. If the balance of your trust account becomes low, you will be asked to place additional monies in trust for fees, costs, and other expenses as needed.

## **COSTS**

Costs are an integral part of any civil, criminal, family law/divorce case or immigration matters. Costs include but are not limited to the payment of filing fees to the court, witness fees and subpoena costs, investigation, service of process, depositions, payment for expert witnesses, electronic legal research, copying costs at the rate of 35 cents per page, long distance phone costs, collect calls from any of the metropolitan area jails, extraordinary copying costs requiring outside assistance from printing outfits, and courier costs for delivery of documents to court and/or opposing counsel, third parties or to the client. The costs are shown separately on my billing statements and need to be paid together with the attorney fees as they accrue in a case.

## **BILLING**

Every month you will receive a bill indicating all costs and fees earned and distributed. These billing statements are important and you must review them as they are tendered to you. I expect that all amounts due and owing by you will be paid upon receipt of the monthly billing. Unpaid balances over 30 days in arrears will bear interest at the rate of 1.5 percent per month (18% annually). In the event that your account is delinquent more than 30 days, I also reserve the right to terminate my professional relationship with you pursuant to appropriate legal procedures as outlined below. If you do not state an objection to the billing statement transmitted to you within 30 days from its receipt, I will assume that it accurately sets forth the time I spent and the costs I incurred for that billing period.

If your account becomes delinquent and I must take action to collect the amount owed, you will be responsible for the costs of collection, including attorney's fees and costs, including court costs incurred by my office as a result of such collection effort.

## **BEGINNING OF ATTORNEY/CLIENT RELATIONSHIP**

Colorado Attorney Regulation system sets forth strict rules for making attorneys responsible for communication with potential and actual clients concerning the exact scope and timeframes for beginning

and ending of legal representation. Preliminary consultations and discussions about your case ARE NOT LEGAL REPRESENTATION in any form until we both agree to the terms and scope of our attorney – client relationship, sign and date this notice. Do not rely on any communication from me NOR assume that I represent you in any capacity until we both sign this notice.

**NO GUARANTEE OF SUCCESS**

Please be advised that Serbinin Law Firm LLC will use due diligence in furthering your best interests under the laws. However, we can not guarantee of the outcome of the proceedings.

**TERMINATION OF ATTORNEY/CLIENT RELATIONSHIP**

Either you or I may at some point decide to terminate our attorney/client relationship. You may terminate our relationship at any time and for any reason by notifying me in writing or orally if you wish to terminate. I may withdraw as your counsel and terminate our professional relationship for any just reason by notifying you in writing. If I have entered my appearance on you behalf in a court, however the court will ultimately be the entity that will grant me permission to withdraw. My representation will not be considered terminated until the court has approved such withdrawal. Some examples of reasons for withdrawal include, but are not limited to potential or actual conflict of interest, client’s failure to pay the fees, costs or expenses promptly, you failure to cooperate or communicate with me, and/or any action or request by you which would require me to violate any laws of the United States, the States of Colorado and provisions of the Code of Professional Conduct approved by the Supreme Court of the State of Colorado.

If you have any questions or concerns about attorney fees, set fees, the trust account, billing, termination of our relationship, or the payment of costs or expenses, please do not hesitate to ask about them. I will not bill you for my time discussing these matters. Thank you and good luck.

Sincerely yours,

Igor V. Serbinin, Esq.

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**RECEIVED, REVIEWED AND AGREED**

**BY:** \_\_\_\_\_ [signature] \_\_\_\_\_ [date]

Name: \_\_\_\_\_ [please print]