# **FEE POLICIES. POLICIES FOR PARENTS, AND AGREEMENT FOR**

# **CHILD LEGAL REPRESENTAVIE (CLR) SERVICES**

**Including Fees and Billing Procedures, and Nonpayment of Fees**

[DATE]

[parent(s) name]

[parent(s) address]

[parent(s) address]

[parent(s) phone]

[parent(s) email]

Dear [],

I have been appointed as the Child Legal Representative (CLR) in your case, and I look forward to working with you. Your child(ren) is/are the priority for me in this matter. My concern is independent of whether either party has retained counsel. I am interested only in your child(ren)’s best interests.

By signing below, you agree to cooperate with the CLR in its efforts to represent the child[ren]. While the CLR agrees to represent your child[ren]’s interests diligently and ethically, by signing below you acknowledge that litigation is inherently unpredictable and that the firm cannot guarantee any specific result in the case. Further, you acknowledge that you are aware of and accept the possibility that under some circumstances that the Court may order you to pay the costs and attorney fees of the child[ren].

In this matter, I will act as the attorney for [] and []’s (“the children”) best interests, as indicated in the Court’s order of appointment. This is different than acting as their attorney. While I am, and will continue to be, concerned with their opinions and wishes, I am not bound by them. I do have a duty to report the children’s wishes to the Court; but if, in my professional opinion, their wishes are not in their best interest, I also have a duty to pursue what I believe would be best for [] and [] regarding the issues for which I was appointed. Similarly, while the Court may have ordered you to pay my fees, I have no obligation to follow your wishes – my obligation is to the best interests of the children for whom I am appointed.

The CLR requires a retainer in the amount of $2,500.00. In every case, the CLR’s fees will be billed on an hourly basis, at the current hourly rate of the CLR and paralegal who work on this matter. The Firm charges a minimum six (6) minute intervals for all services. Travel time is charged at the regular hourly rate unless otherwise agreed upon.

Kristen Tarrin $200.00 per hour

Paralegals $50.00 per hour

Pursuant to the Court Order appointing me as CLR, the fees shall be [].

Copies of my bills that are provided to the person or people paying the fees will be redacted to protect information and/or strategy, as needed to protect the child’s best interests. For example, there may be entries such as “Call to XXXX re: XXXX” or “Review XXXXX.” If sharing information will betray my legal strategy and/or reveal information unduly, I will redact it in the billing statements. However, those bills are subject to un-redacted *in camera* review [meaning a review by the court], if directed by the Court.

Because my client is [] and []’s best interests, we do not have the same type of confidentiality found in most attorney/client relationships. If information I learn during my representation bears on the children’s overall wellbeing, it may need to be revealed to protect one or both of them. I will discuss this in an age-appropriate manner with [] and [] when I meet with the child[ren].

Non-payment of fees shall be grounds for the CLR to request direction from the Court.

The parties shall deposit with the CLR a retainer of $2,500.00 upon signing of this agreement. The CLR shall only be entitled to any or all of the retainer as she spends time on the case.

Should the CLR bill in excess of the $2,500.00 retainer paying parties will replenish the retainer in an amount the CLR requests, but not to exceed the original retainer within 10 days of the statement reflecting that the account is depleted. Accounts past due thirty days will be charged interest at the rate of 1.5% per month compounded monthly (19.6% Annual Percentage Rate).

This Agreement is made in the State of Colorado. The parties agree to be subject to the personal jurisdiction of the Courts of Colorado in the event the CLR is required to take legal action to enforce this Agreement.

The CLR's services pursuant to this Agreement may be terminated at any time by the Court. The parties understand that the CLR must seek permission from the Court to withdraw her appointment as CLR for the minor child or children; therefore each party shall be responsible for his or her portion of the CLR fees and costs incurred by the CLR until the Court grants the CLR permission to withdraw from this matter.

The parties agree that all fees and costs shall be paid prior to final hearing, unless prior and written agreement, such as a note, has been made with the CLR.

The CLR is authorized to interview the child privately in order to ascertain the child's needs and wishes as to the issues being investigated. In conducting such an interview, the CLR shall avoid forcing the child to choose between us. We understand that the CLR is obligated to ascertain the child’s wishes, to the extent possible.

The CLR may request modification of this Agreement should unforeseen issues arise during the pendency of her appointment that must be addressed via contract. The parties agree to participate, in good faith, in discussions regarding any modification of this Agreement.

Please closely review this document and discuss it with your attorney prior to signing below. If you have questions or concerns, please ask them before signing below.

You are receiving this letter because you are engaged in litigation about what is best for your child[ren]. As a parent, you are an important person in their lives. I want to hear what you have to say and look forward to working with you about your concerns. I cannot give you legal advice. If you have counsel, I have copied your attorney on this letter, and am sending this letter to you in your

attorney’s care.

I am enclosing a Release of Information (ROI) that I would like you to sign. Please feel free to review this with your attorney. I will use the ROI in my investigation of the case to gather information as we proceed to Court.

I am also enclosing a brief list of questions to assist with my investigation. I use the questions to assist me in gaining insight into your perspective. Please review and complete it with your attorney and return it to me via email at kristen.tarrin@tarrinlaw.com .

I look forward to speaking with you again.

Regards,

# I have read, understand, and agree to the FEE POLICIES. POLICIES FOR PARENTS, AND AGREEMENT FOR CHILD LEGAL REPRESENTAVIE (CLR) SERVICES.

# I agree to abide by all terms and provisions in the FEE POLICIES. POLICIES FOR PARENTS, AND AGREEMENT FOR CHILD LEGAL REPRESENTAVIE (CLR) SERVICES.

Printed name: [] Date:

Signature: