COLORADO SUPREME COURT STANDING COMMITTEE ON THE COLORADO RULES OF PROFESSIONAL CONDUCT

AMENDED AGENDA

September 26, 2025, 9:00 a.m.
The Supreme Court Conference Room and via Webex

Webex link:
https://judicial.webex.com/judicial/j.php?MTID=m75465c39d2badd01c3421fd0aad0198e

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1. Call to Order [Judge Lipinsky].

2. Approval of minutes for July 25, 2025, meeting [attachment 1].

3. Old business:

   a. Report on the Committee's recommendations for AI-related changes to the Rules [Judge Lipinsky] [attachment 2].

   b. Report from the Rule 1.2 subcommittee [Judge Espinosa] [attachment 3].

   c. Report from the Rule 6.5 subcommittee [Jessica Yates].

   d. Update on ABA Model Rule 1.16 [Steve Masciocchi].

4. New business.

   a. Discussion of possible amendments to Rule 1.5 in light of the enactment of HB 25-1090 [Jessica Yates] [attachment 4].

5. Adjournment.

Upcoming meeting dates: January 23, 2026; April 24, 2026; and July 24, 2026.

Judge Lino Lipinsky, Chair
Colorado Court of Appeals
lino.lipinsky@judicial.state.co.us

Attachment 1

COLORADO SUPREME COURT

RULES OF PROFESSIONAL CONDUCT STANDING COMMITTEE

Approved Minutes of Meeting of the Full Committee
On
July 25, 2025
Seventy-Sixth Meeting of the Full Committee

The seventy-sixth meeting of the Colorado Supreme Court Standing Committee on the Rules of Professional Conduct was convened at 9:03 a.m. on Friday, July 25, 2025, by Chair Judge Lino Lipinsky de Orlov. Judge Lipinsky initially took attendance.

Present at the meeting in person were Judge Lino S. Lipinsky de Orlov (Chair), Justice William Hood, Judge Adam Espinosa, Matthew Kirsch, Troy R. Rackham, Marcus L. Squarrell, J.J. Wallace, and Jessica Yates.

Present for the meeting by virtual appearance were Nancy L. Cohen, Cynthia F. Covell, Katayoun Donnelly, Thomas E. Downey, Jr., Marcy G. Glenn, April D. Jones, Judge Bryon M. Large, Lois Lupica, Marianne Luu-Chen, Julia Martinez, Stephen G. Masciocchi, Noah Patterson, Alexander R. Rothrock, James S. Sudler, and Judge John R. Webb.

Committee members with excused absence were Scott L. Evans, Margaret Funk, Erika Holmes, Jason Lynch, Cecil E. Morris, Jr., Henry R. Reeve, Robert W. Steinmetz, David W. Stark, Eli Wald, and Fred Yarger.

1. CALL TO ORDER. Judge Lipinsky called the meeting to order at 9:03 a.m. Judge Lipinsky welcomed the members in attendance and virtually.

2. APPROVAL OF MINUTES FOR APRIL 25, 2025, MEETING. A member moved to approve the minutes for the Committee's April 25, 2025, meeting, which another member seconded. A vote was taken on the motion to approve the minutes. The motion passed unanimously.

3. OLD BUSINESS.

a. Report from the Rule 1.10(e) Subcommittee [Steve Masciocchi]. Mr. Masciocchi presented on the work of the subcommittee considering possible amendments to Rule 1.10(e) to conform to the Model Rule. Mr. Masciocchi discussed the history of the screening language of the Rule based on his review of the minutes of a 2006 Committee meeting and the purpose of the screening provision — to avoid imputation of one lawyer's conflict of interest to the whole firm and to permit mobility between firms while preserving client confidences. Mr. Masciocchi noted other jurisdictions' screening rules, as reflected in the chart contained in attachment 2 to the meeting materials. He presented the various arguments in favor and against the Model Rule approach. Many lawyers and judges think screening is a big firm problem, but it also affects lawyers in medium sized and small firms when those lawyers move

laterally. The Rules were modernized to allow lawyers to have greater flexibility in moving from one firm to another. Things have changed dramatically since 2006 relating to a firm's ability to implement screens through use of technology. Software provides effective ethics walls and ensures that the screen is effective throughout the firm's representation of clients. Personnel at the firm cannot inadvertently access information or documents that they could before the technological improvements. Mr. Masciocchi opened the issue up for the Committee's discussion.

There was not a great deal of discussion. The Chair asked whether adoption of the Model Rule language should be put to a vote today. A member asked how the issue came before the Committee. Mr. Masciocchi explained the genesis of the issue as discussed at the last Committee meeting. A member expressed the view of expanding the subcommittee to evaluate the issue and make a recommendation as to whether to adopt the ABA Model Rule language rather than voting on that issue now. The member explained there is a perception in clients' minds that lawyers can switch sides and that confidentiality will not be maintained, which counsels taking a closer look at the issue. The Chair noted that the subcommittee formed at the last Committee meeting only has three members — Mr. Masciocchi, Mr. Stark, and Professor Wald — and was not charged with making a recommendation on adopting the Model Rule language. Another member noted that evaluation of the imputation and screening issues is very difficult and that it is important to consider the clients' perception in making decisions.

Another member voiced support for expanding the subcommittee and obtaining more diverse viewpoints. The member suggested that the issue is not binary. Colorado's Rule hinders the mobility of lawyers, but its effect is fairly minor because the imputation only applies to lawyers who move firms and only if the lawyers "substantially participated" in the previous representation. Another member expressed agreement with expanding the subcommittee and noted that this Committee has a guiding principle of trying to mirror the Model Rules as much as possible. Adhering to the Model Rule would provide consistency and clarity. A member agreed that the subcommittee should evaluate whether Colorado should adopt the Model Rule language.

At the conclusion of the discussion, Judge Lipinsky appointed four additional members to the subcommittee: Ms. Covell, Ms. Donnelly, Ms. Glenn, and Mr. Rothrock. The expanded subcommittee will provide a further report at the September 26 Committee meeting.

b. Report from the AI subcommittee [Julia Martinez]. Ms. Martinez presented on the status of the subcommittee's recommendations. She noted that the Committee had previously voted in favor of adding a new Scope section 20A and revising comment 8 to Rule 1.1 to reflect the Model Rule language, but it voted against a standalone technology Rule (proposed Rule 1.19):

Scope section 20A:

> Technology, including artificial intelligence and similar innovations, plays an increasing role in the practice of law, but that role does not diminish a lawyer's responsibilities under these Rules. A lawyer who uses, directly or indirectly, technology in

performing or delivering legal services may be held accountable for a resulting violation of these Rules.

Revised Comment 8 to Rule 1.1:

Maintaining Competence

To maintain the requisite knowledge and skill, a lawyer should keep abreast of changes in the law and its practice, including the benefits and risks associated with relevant technologies, engage in continuing study and education, and comply with all continuing legal education requirements to which the lawyer is subject.

The subcommittee proposed moving some of the language of comment 1 to the rejected proposed Rule 1.19 to a proposed new comment 9 to Rule 1.1:

A lawyer's use of technology, particularly artificial intelligence, can implicate a number of Rules, including, without limitation, those governing communication (Rule 1.4), reasonable fees (Rule 1.5), preservation of a client's confidential information (Rule 1.6), meritorious claims and defenses (Rule 3.1), candor toward the tribunal (Rule 3.3), responsibilities of a partner or supervisory lawyer (Rule 5.1), responsibilities of a subordinate lawyer (Rule 5.2), responsibilities regarding nonlawyer assistance (Rule 5.3), communications concerning a lawyer's services (Rule 7.1), and bias (Rule 8.4(g)). Reliance on technology does not diminish the lawyer's duty to exercise independent judgment in the representation of a client.

The proposed comment 9 to Rule 1.1 would provide important information that lawyers would be more likely to consider in a Rule comment than in a scope section, based on the subcommittee's belief that lawyers are more likely to read comments to Rules than scope sections. The Rules referenced in proposed comment 9 are those that artificial intelligence (AI) most frequently implicates; the references are not intended to eliminate consideration of other Rules. The concept behind the proposed comment is that AI may impact, but does not change, a lawyer's obligations under the Rules. After explaining the proposed revisions, Ms. Martinez opened the matter up for discussion.

A member agreed that it would be a good idea to include the language in proposed comment 9, but wondered if it was a good idea to refer to specific Rules in the comment rather than simply saying, "a lawyer's use of technology, particularly AI, can implicate a number of Rules."

Another member suggested revising the numbering of the comment to 9A to indicate that the comment does not appear in the Model Rule. The member also suggested revising the language to say "particularly" rather than "including." The member suggested that the proposed comment should also note that AI also implicates other Rules. A subcommittee member explained that the comment is numbered 9 because there are currently no comments 9 or 10 to Rule 1.1, and that the Committee previously used an "A" for a new comment that appears between two existing comments. Further, using 9A for the comment when there is no comment 9 or comment 10 may confuse readers and publishers.

A member voiced support for new scope section 20A, but suggested it is redundant of proposed comment 9. The member said it would be preferable to place the language of comment 9 in the scope section of the Rules to make clear that scope section 20A applies to all the Rules. Ms. Martinez explained that proposed comment 9A supplements scope section 20A, which the Committee already approved.

A different member suggested there is no need for comment 9 because its concept is already included in comment 20A. A member of the subcommittee advocated for comment 9 because it is important that lawyers consider the implications of AI use on their other professional obligations, such as the duty to charge reasonable fees. Including the cross-references in comment 9 would educate lawyers that use of AI can impact their ethical considerations arising under other Rules.

A member of the subcommittee explained that the subcommittee spent a great deal of time discussing whether to reference Rules in comment 9 and, if so, which ones. Ultimately, a majority of the subcommittee members believed it was critical to cross-reference specific Rules to educate lawyers. Another member suggested that the cross-references to Rules in comment 9 could create confusion because some of the cross-references are not obvious and there are no references to AI in the Rules that are cross-referenced.

A member suggested that the language, "[r]eliance on technology does not diminish the lawyer's duty to exercise independent judgment in the representation of a client," is the most important part of the proposed comment 9. The member suggested that this sentence addresses the current uncertainty involved with AI and that, so long as this sentence is retained, it may be permissible to remove some of the cross-references in the proposed comment.

Ms. Martinez explained that the subcommittee started by looking at every Rule to determine whether it should be amended to address lawyer use or misuse of AI or whether the Rule should be referenced in a comment identifying the Rules that AI implicates. The subcommittee decided on the more limited cross-references in proposed comment 9 because AI-related revisions to Rules now may soon become outdated or unnecessary in light of the rapid evolution of technology and its impact on legal practice. The subcommittee's guiding principle was to avoid doing too much and thereby requiring frequent future AI-related revisions to Rules.

A member expressed the view that cross-referencing the Rules in comment 9 is not problematic because the cross-referenced Rules are more limited and the cross-references (1)

allow flexibility; (2) put lawyers on notice of important obligations under the Rules; and (3) point lawyers in the right direction. The member voiced support for the proposed new comment.

A member voiced support for using the letter A in the number of the proposed comment because use of "A" indicates that a comment is Colorado-specific. The member referenced comments to Rules 1.4 and 3.8 that include an "A" in their number. The member suggested making the proposed comment 8A to avoid confusion and clearly indicate it is a Colorado-specific comment.

Accordingly, there are three proposed amendments to the proposed comment 9. First, a motion was made to amend the proposed comment 9 to substitute the word "particularly" for "including." The vote was five in favor and nine against, with several members abstaining.

Second, a motion was made to amend proposed comment 9 to insert the word "other" in the first sentence, which would read, "A lawyer's use of technology, particularly artificial intelligence, can implicate a number of *other* Rules, including . . . ." The proposed amendment passed with fourteen votes in favor and one against.

The third proposed amendment was to revise the numbering to 8A rather than 9 to clarify that the comment is Colorado-specific. A member noted that, in 2006, the Committee explained to the Supreme Court that an "A" in the number of a nonuniform comment indicates that it differs from the Model Rules. After discussion, the committee took a vote on the third proposed amendment. The vote failed with five voting in favor, seven voting against, and five members abstaining.

A vote was taken on the proposed comments to Rule 1.1, as amended. The vote carried with sixteen voting in favor, one voting against, and one abstention.

The Chair will submit the approved proposed amendments to the Supreme Court. The Chair thanked the subcommittee members for their outstanding work and diligence.

c. Report from the Rule 1.2 Subcommittee [Judge Lipinsky]. Ms. Holmes, who formerly chaired the subcommittee, has taken a leave of absence from her practice and the Committee, so Judge Lipinsky presented the subcommittee's report, which is attachment 4 in the meeting materials. The recent revisions to the Colorado Rules of Civil Procedure and Appellate Rule 5(e) that expanded lawyers' permitted limited representation of clients may require revisions to Rule 1.2. The subcommittee had initially considered adding a reference to Appellate Rule 5(e) to Rule 1.2, but decided to pause its work until the Court had acted on the proposed limited representation amendments to Rule 11(b) and 311(b) of the Rules of Civil Procedure

In December 2024, the Supreme Court adopted amendments to C.R.C.P. 11(b) and C.R.C.P. 311(b) that expanded lawyers' permissible limited representation of clients. The amended language referred to "limited legal services" rather than "limited representation." The subcommittee decided not to revise the term "limited representation" in Rule 1.2 because other Rules use "limited representation."

The Chair walked through the proposed revisions and the reasons for them. After doing so, the Chair opened the topic open for discussion.

A member suggested that proposed comment 6A would be clearer if it referred to procedural rules rather than rules generally to avoid confusing court rules with the Rules of Professional Conduct. Another member suggested revising the proposed amendment to Rule 1.2(c) to say a "lawyer may limit the scope or objectives, or both, of the representation if the limitation is reasonable under the circumstances, *limited representation is permitted by applicable court rules*, and the client gives informed consent." (Proposed revision emphasized.)

A member raised the issue of whether the proposed examples of limited scope representation in the proposed amendment to comment 6 were clear. He acknowledged that the current language is antiquated and confusing. But the proposed revisions may also be confusing because, for example, the representation provided to a policyholder by a lawyer retained by the insurer may be limited beyond not providing coverage advice. The lawyer also may not be able to assert counterclaims on behalf of the policyholder, for example. Further, the lawyer may not be permitted to take certain positions, such as seeking dismissal of covered claims but not uncovered claims. The member also suggested that the proposed language is inconsistent or potentially inconsistent with CBA Formal Ethics Op. 91. The member said it is important that the examples in the comment address carveouts from the representation of the client. Another member agreed and noted it would be a conflict for the lawyer to represent an insured while also asserting or evaluating claims against the insurer. A member suggested including a cross-reference to Rule 1.16, which addresses "declining or terminating representation." Rule 1.16 says that "[a] lawyer must comply with applicable law requiring notice to or permission of a tribunal when terminating a representation. When ordered to do so by a tribunal, a lawyer shall continue representation notwithstanding good cause for terminating the representation." The subcommittee needs to reevaluate proposed comment 6 to evaluate the Committee members' concerns.

The Chair walked through the subcommittee's other proposed changes and took straw votes on them. First, a straw poll was taken on the subcommittee's recommendation to delete the last sentence of Rule 1.2(c) ("A lawyer may provide limited representation to pro se parties as permitted by C.R.C.P. 11(b) and C.R.C.P. 311(b)."). The consensus of the Committee was to delete the sentence.

The second issue was whether to revise Rule 1.2(c) as follows: "A lawyer may limit the scope or objectives, or both, of the representation if the limitation is reasonable under the circumstances, *is permitted by applicable court rules*, and the client gives informed consent." (Proposed revision emphasized.) A member wondered whether the addition of this language could actually limit the scope of limited representation. Another member suggested that this concept can be addressed through a comment that explains that what is reasonable under the circumstances depends on the facts, including whether the court's or other applicable rules allow limited representation of the client.

The subcommittee will consider the Committee's feedback and discuss further revisions to the proposed amendments in light of this discussion. The subcommittee will report back at the next Committee meeting.

d. Report from the Subcommittee Reviewing References to "Nonlawyer" in the Rules [Lois Lupica]. Ms. Lupica presented on the subcommittee's work, which is described in greater detail in attachment 5 to the meeting materials. The subcommittee has no specific recommendation for Rule revisions because of the absence of a national consensus on the nomenclature to use for legal professionals who are not members of the bar. The subcommittee urged the Committee to revisit this issue as the national discussion evolves and a national consensus on the nomenclature is achieved.

A member noted that, from a regulatory perspective, it is important to have uniform terminology to address at least three categories of people: (1) lawyers (e.g., who are authorized to practice law generally); (2) people authorized to practice law in limited situations (e.g., LLPs or legal technicians in agencies); and (3) people not authorized to practice law. Thus, if the Committee considers changes to the nomenclature, it should mirror the nomenclature that the regulatory bodies use.

e. Report from the Rule 6.5 Subcommittee [Jessica Yates]. Ms. Yates reported that the subcommittee is looking at changes to Rule 6.5 and the accompanying comments, as well as a model policy for legal clinics. The subcommittee has drafted proposed changes to the Rule, proposed comments, and a proposed model policy for clinics. She explained the nuances of the issue for clinics. The subcommittee is obtaining additional comments from clinic providers and expects to have more guidance and potentially proposed revisions for the discussion at the September 2025 Committee meeting.

4. NEW BUSINESS.

a. Report on the District Court of Colorado's Adoption of a "Civility Code" [Judge Lipinsky]. Judge Lipinsky presented on the nonbinding civility code that the United States District Court for the District of Colorado recently adopted. The civility code emanates from the American College of Trial Lawyers. It will provide guidance to, but will not be binding on, lawyers and will not subject lawyers to discipline through the District Court's Committee on Conduct. Additionally, the Civil Rules Committee is considering a civility rule proposed by the CBA Professionalism Coordinating Council and approved by the Denver Bar and Colorado Bar Associations. The Civil Rules Committee will consider whether to adopt the proposed civility rule at its September meeting.

b. Style Subcommittee. In light of the discussion regarding whether to include an "A" in the number of a proposed nonuniform comment, a member raised whether the Committee should form a subcommittee on style to ensure consistency among the numbers in the Rules and comments. There was not a consensus among the Committee members on whether to form a style subcommittee.

5. ADJOURNMENT. A motion to adjourn was made at 11:27 a.m. The motion carried. The next meeting of the Committee will be on September 26, 2025.

Respectfully submitted,

Troy R. Rackham, Secretary

Attachment 2

Proposed Changes to the Colorado Rules of Professional Conduct

Notice of Public Hearing and Request for Comments
Colorado Rules of Professional Conduct
Deadline to submit Comments: December 1, 2025, at 4 p.m.
Deadline to request to Speak at Public Hearing: December 5, 2025, at 4 p.m.
Public hearing to be held on December 17, 2025, at 3:30 p.m.

The Colorado Supreme Court has scheduled a hearing on the proposed changes to the Preamble and Scope and Rule 1.1 of the Colorado Rules of Professional Conduct. The hearing will be held in the Supreme Court Courtroom. Written public comments by any interested person are requested on the proposed rules. Public comments should be submitted in letter format addressed as follows: Colorado Supreme Court, 2 E. 14th Avenue, Denver, CO 80202. Public comments should be submitted by email in letter format as an attachment to the email as a Word or PDF document. Comments and speaking requests must be emailed to supremecourtrules@judicial.state.co.us. Written comments received by the deadline will be made public and posted to the website here after the comment period closes.

Download the rule change (PDF, 300.81 KB)

Attachment 3

Proposed Amendments to Rule 1.2 (Clean)

Rule 1.2. Scope of Representation and Allocation of Authority Between Client and Lawyer

(c) A lawyer may limit the scope or objectives, or both, of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.

COMMENT

Agreements Limiting Scope of Representation

[6] The scope or objectives of services to be provided by a lawyer may be limited by agreement with the client or by the terms under which the lawyer's services are made available to the client. When a lawyer has been retained by an insurer to represent an insured, for example, the representation may be limited to matters related to the insurance coverage. Limited representation may be appropriate because the client has limited objectives for seeking representation. The limited representation provided may exclude actions that the client thinks are too costly or that the lawyer regards as repugnant or imprudent.

[6A] Procedural rules addressing a lawyer's limited representation of a client include, but are not limited to, C.R.C.P. 11(b); C.R.C.P. 121, § 1-1(5); C.R.C.P. 311(b); and C.A.R. 5(e).

[7] Although this Rule affords the lawyer and client substantial latitude to limit the scope and objectives of the representation provided to the client, the limitation must be reasonable under the circumstances. If, for example, a client's objective is limited to securing general information about the law the client needs in order to handle a common and typically uncomplicated legal problem, the lawyer and client may agree that the lawyer's services will be limited to providing advice through a brief telephone consultation. Such a limitation, however, would not be reasonable if the time allotted was not sufficient to yield advice upon which the client could rely. Although an agreement for a limited representation does not exempt a lawyer from the duty to provide competent representation, the limitation is a factor to be considered when determining the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation. See Rule 1.1.

[8] Agreements concerning a lawyer's limited representation of a client, like all agreements concerning a lawyer's representation of a client, must accord with the Rules of Professional Conduct and other law. See, e.g., Rules 1.1, 1.5, 1.8, and 5.6.

Proposed Amendments to Rule 1.2
(Redlined to Reflect Changes to the Current Rule)

Rule 1.2. Scope of Representation and Allocation of Authority Between Client and Lawyer

(c) A lawyer may limit the scope or objectives, or both, of the representation if the limitation is reasonable under the circumstances and the client gives informed consent. ~~A lawyer may provide limited representation to pro se parties as permitted by C.R.C.P. 11(b) and C.R.C.P. 311(b).~~

COMMENT

Agreements Limiting Scope of Representation

[6] The scope or objectives of services to be provided by a lawyer may be limited by agreement with the client or by the terms under which the lawyer's services are made available to the client. When a lawyer has been retained by an insurer to represent an insured, for example, the representation may be limited to matters related to the insurance coverage. ~~A limited~~ Limited representation may be appropriate because the client has limited objectives for ~~the~~seeking representation. ~~In addition, the terms upon which~~ The limited representation ~~is undertaken may exclude specific means that might otherwise be used to accomplish the client's objectives. Such limitations~~provided may exclude actions that the client thinks are too costly or that the lawyer regards as repugnant or imprudent.

[6A] Procedural rules addressing a lawyer's limited representation of a client include, but are not limited to, C.R.C.P. 11(b); C.R.C.P. 121, § 1-1(5); C.R.C.P. 311(b); and C.A.R. 5(e).

[7] Although this Rule affords the lawyer and client substantial latitude to limit the scope and objectives of the representation provided to the client, the limitation must be reasonable under the circumstances. If, for example, a client's objective is limited to securing general information about the law the client needs in order to handle a common and typically uncomplicated legal problem, the lawyer and client may agree that the lawyer's services will be limited to providing advice through a brief telephone consultation. Such a limitation, however, would not be reasonable if the time allotted was not sufficient to yield advice upon which the client could rely. Although an agreement for a limited representation does not exempt a lawyer from the duty to provide competent representation, the limitation is a factor to be considered when determining the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation. See Rule 1.1.

[8] ~~All agreements~~Agreements concerning a lawyer's limited representation of a client, like all agreements concerning a lawyer's representation of a client, must accord with the Rules of Professional Conduct and other law. See, e.g., Rules 1.1, 1.5, 1.8, and 5.6.

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Proposed Amendments to Rule 1.2
(Redlined to Reflect Changes from the Subcommittee's Prior Version)

Rule 1.2. Scope of Representation and Allocation of Authority Between Client and Lawyer

(c) A lawyer may limit the scope or objectives, or both, of the representation if the limitation is reasonable under the circumstances and the client gives informed consent.

COMMENT

Agreements Limiting Scope of Representation

[6] The scope or objectives of services to be provided by a lawyer may be limited by agreement with the client or by the terms under which the lawyer's services are made available to the client. ~~For example, when an insurer has retained a lawyer to represent an insured, the services the lawyer provides to the insured may exclude assistance with coverage disputes between the insured and the insurer; in a civil case, a lawyer and a client may agree that the scope of the services provided to the client will be limited to assistance with a single dispositive motion; and in a dissolution of marriage case, a lawyer and a client may agree that the scope of the services provided to the client will be limited to assistance with temporary orders.~~When a lawyer has been retained by an insurer to represent an insured, for example, the representation may be limited to matters related to the insurance coverage. Limited representation may be appropriate because the client has limited objectives for seeking representation. The limited representation provided may exclude actions that the client thinks are too costly or that the lawyer regards as repugnant or imprudent.

[6A] ~~Rules~~Procedural rules addressing a lawyer's limited representation of a client include, but are not limited to, C.R.C.P. 11(b); C.R.C.P. 121, § 1-1(5); C.R.C.P. 311(b); and C.A.R. 5(e).

[7] Although this Rule affords the lawyer and client substantial latitude to limit the scope and objectives of the representation provided to the client, the limitation must be reasonable under the circumstances. If, for example, a client's objective is limited to securing general information about the law the client needs in order to handle a common and typically uncomplicated legal problem, the lawyer and client may agree that the lawyer's services will be limited to providing advice through a brief telephone consultation. Such a limitation, however, would not be reasonable if the time allotted was not sufficient to yield advice upon which the client could rely. Although an agreement for a limited representation does not exempt a lawyer from the duty to provide competent representation, the limitation is a factor to be considered when determining the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation. See Rule 1.1.

[8] Agreements concerning a lawyer's limited representation of a client, like all agreements concerning a lawyer's representation of a client, must accord with the Rules of Professional Conduct and other law. See, e.g., Rules 1.1, 1.5, 1.8, and 5.6.

Attachment 4

An Act

HOUSE BILL 25-1090

BY REPRESENTATIVE(S) Sirota and Ricks, Bacon, Bird, Boesenecker, Brown, Clifford, Duran, English, Froelich, Garcia, Hamrick, Jackson, Joseph, Lieder, Lindsay, Lindstedt, Mabrey, Rutinel, Zokaie, McCluskie, Phillips, Story, Titone;
also SENATOR(S) Weissman and Cutter, Amabile, Ball, Exum, Gonzales J., Hinrichsen, Jodeh, Kipp, Kolker, Michaelson Jenet, Rodriguez, Sullivan, Wallace, Winter F., Coleman.

CONCERNING PROTECTIONS AGAINST DECEPTIVE PRICING PRACTICES.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly finds and declares that the purposes and policies of this act are to:

(a) Clarify and reiterate the law governing the setting and communication of prices in Colorado, including landlord obligations regarding setting and communicating the price of rent and other costs to residential tenants; and

(b) Protect people, including tenants, who experience deceptive, unfair, or unconscionable pricing of goods, services, or property in the state.

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

(2) Therefore, the general assembly further declares that this act should be broadly interpreted to achieve its intended purposes and policies.

SECTION 2. In Colorado Revised Statutes, **add** 6-1-737 as follows:

6-1-737. Requirement to disclose certain pricing information - landlords and tenants - remedies - rules - definitions. (1) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "CLEARLY AND CONSPICUOUSLY" OR "CLEAR AND CONSPICUOUS" MEANS THAT A REQUIRED DISCLOSURE IS EASILY NOTICEABLE AND UNDERSTANDABLE, INCLUDING IN ALL OF THE FOLLOWING WAYS:

(I) FOR A COMMUNICATION THAT IS ONLY VISUAL OR ONLY AUDIBLE, THE DISCLOSURE MUST BE MADE THROUGH THE SAME MEANS BY WHICH THE COMMUNICATION IS PRESENTED;

(II) FOR A COMMUNICATION THAT IS BOTH VISUAL AND AUDIBLE, SUCH AS A TELEVISION ADVERTISEMENT, THE DISCLOSURE MUST BE MADE SIMULTANEOUSLY IN BOTH THE VISUAL AND AUDIBLE PORTIONS OF THE COMMUNICATION, EVEN IF THE COMMUNICATION REQUIRING THE DISCLOSURE IS MADE THROUGH ONLY VISUAL OR AUDIBLE MEANS;

(III) FOR A VISUAL DISCLOSURE, THE DISCLOSURE MUST BE DISTINGUISHABLE BY ITS SIZE, CONTRAST, AND LOCATION; THE LENGTH OF TIME FOR WHICH IT APPEARS; AND OTHER CHARACTERISTICS FROM ACCOMPANYING TEXT OR OTHER VISUAL ELEMENTS SO THAT IT IS EASILY NOTICEABLE, READABLE, AND UNDERSTANDABLE TO ORDINARY PERSONS;

(IV) FOR AN AUDIBLE DISCLOSURE, INCLUDING BY TELEPHONE OR STREAMING VIDEO, THE DISCLOSURE MUST BE DELIVERED IN A VOLUME, SPEED, AND CADENCE SUFFICIENT FOR ORDINARY PERSONS TO EASILY HEAR AND UNDERSTAND IT;

(V) IN ANY COMMUNICATION USING AN INTERACTIVE ELECTRONIC MEDIUM, SUCH AS THE INTERNET OR SOFTWARE, THE DISCLOSURE MUST BE UNAVOIDABLE;

(VI) THE DISCLOSURE USES DICTION AND SYNTAX UNDERSTANDABLE TO ORDINARY PERSONS AND MUST APPEAR IN EACH LANGUAGE IN WHICH THE REPRESENTATION REQUIRING THE DISCLOSURE APPEARS;

(VII) THE DISCLOSURE MUST NOT BE CONTRADICTED OR MITIGATED BY, OR INCONSISTENT WITH, ANYTHING ELSE IN THE COMMUNICATION REQUIRING THE DISCLOSURE; AND

(VIII) THE DISCLOSURE MUST COMPLY WITH THE REQUIREMENTS OF THIS SUBSECTION (1)(a) FOR EACH MEDIUM THROUGH WHICH IT IS RECEIVED BY A PERSON, INCLUDING AN ELECTRONIC DEVICE OR FACE-TO-FACE COMMUNICATION.

(b) "COMMON AREAS" HAS THE MEANING SET FORTH IN SECTION 38-12-502 (2).

(c) "DELIVERY NETWORK COMPANY" HAS THE MEANING SET FORTH IN SECTION 8-4-126 (1)(c).

(d) (I) "DWELLING UNIT" HAS THE MEANING SET FORTH IN SECTION 38-12-502 (3).

(II) "DWELLING UNIT" DOES NOT INCLUDE COMMON AREAS.

(e) "FOOD AND BEVERAGE SERVICE ESTABLISHMENT" MEANS:

(I) A RETAIL FOOD ESTABLISHMENT, AS DEFINED IN SECTION 25-4-1602 (14);

(II) AN ALCOHOLIC BEVERAGES DRINKING PLACES INDUSTRY, AS DEFINED IN SECTION 39-26-105 (1.3)(a)(I);

(III) A BREW PUB, DISTILLERY PUB, OR VINTNER'S RESTAURANT, AS THOSE TERMS ARE DEFINED IN SECTION 44-3-103; OR

(IV) A RETAIL PORTION OF A BREWERY, DISTILLERY, OR WINERY, AS THOSE TERMS ARE DEFINED IN SECTION 44-3-103, THAT SELLS BEVERAGES FOR CONSUMPTION ON THE PREMISES.

(f) "GOVERNMENT CHARGE" MEANS A FEE OR CHARGE IMPOSED ON

CONSUMERS BY A FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCY, UNIT, OR DEPARTMENT, INCLUDING TAXES OR FEES THAT ARE IMPOSED BY, PAID TO, OR PASSED ON TO A GOVERNMENT, INCLUDING A LOCAL GOVERNMENT ENTITY OR OTHER UNIT OF LOCAL GOVERNMENT, OR A POLITICAL SUBDIVISION OF THE STATE, INCLUDING A GOVERNMENT-CREATED SPECIAL DISTRICT.

(g) "LANDLORD" HAS THE MEANING SET FORTH IN SECTION 38-12-502 (5).

(h) "MANDATORY SERVICE CHARGE" MEANS A MANDATORY FEE, CHARGE, OR AMOUNT THAT A FOOD AND BEVERAGE SERVICE ESTABLISHMENT ADDS TO A CUSTOMER'S, GUEST'S, OR PATRON'S BILL.

(i) "PRICING INFORMATION" MEANS INFORMATION RELATING TO AN AMOUNT A PERSON MAY PAY.

(j) "RENTAL AGREEMENT" HAS THE MEANING SET FORTH IN SECTION 38-12-502 (7).

(k) "SHIPPING CHARGE" MEANS A FEE OR CHARGE THAT REFLECTS THE ACTUAL COST THAT A PERSON INCURS TO SEND PHYSICAL GOODS TO A PERSON.

(l) "TENANT" HAS THE MEANING SET FORTH IN SECTION 38-12-502 (9).

(m) (I) "TOTAL PRICE" MEANS THE MAXIMUM TOTAL OF ALL AMOUNTS, INCLUDING FEES AND CHARGES, THAT A PERSON MUST PAY FOR A GOOD, SERVICE, OR PROPERTY, INCLUDING ANY ADDITIONAL MANDATORY GOODS, SERVICES, OR PROPERTIES.

(II) "TOTAL PRICE" INCLUDES ALL AMOUNTS THAT:

(A) MUST BE PAID TO PURCHASE, ENJOY, OR UTILIZE A GOOD, SERVICE, OR PROPERTY; OR

(B) ARE NOT REASONABLY AVOIDABLE BY THE PERSON.

(III) "TOTAL PRICE" DOES NOT INCLUDE A GOVERNMENT CHARGE OR

SHIPPING CHARGE UNLESS INCLUDED AT THE OPTION OF THE PERSON OFFERING, DISPLAYING, OR ADVERTISING THE GOOD, SERVICE, OR PROPERTY.

(2) (a) A PERSON SHALL NOT OFFER, DISPLAY, OR ADVERTISE AN AMOUNT A PERSON MAY PAY FOR A GOOD, SERVICE, OR PROPERTY UNLESS THE PERSON OFFERING, DISPLAYING, OR ADVERTISING THE GOOD, SERVICE, OR PROPERTY CLEARLY AND CONSPICUOUSLY DISCLOSES THE TOTAL PRICE FOR THE GOOD, SERVICE, OR PROPERTY AS A SINGLE NUMBER WITHOUT SEPARATING THE TOTAL PRICE INTO SEPARATE FEES, CHARGES, OR AMOUNTS. THE TOTAL PRICE FOR THE GOOD, SERVICE, OR PROPERTY MUST BE DISCLOSED MORE PROMINENTLY THAN ANY OTHER PRICING INFORMATION FOR THE GOOD, SERVICE, OR PROPERTY.

(b) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE CONTRARY, A PERSON IS COMPLIANT WITH SUBSECTIONS (2)(a) AND (3)(b) OF THIS SECTION IF THE PERSON DOES NOT USE DECEPTIVE, UNFAIR, AND UNCONSCIONABLE ACTS OR PRACTICES RELATED TO THE PRICING OF GOODS, SERVICES, OR PROPERTY AND IF THE PERSON:

(I) IS A FOOD AND BEVERAGE SERVICE ESTABLISHMENT THAT, IN EVERY OFFER, DISPLAY, OR ADVERTISEMENT FOR THE PURCHASE OF A GOOD OR SERVICE, INCLUDES WITH THE PRICE OF THE GOOD OR SERVICE OFFERED, DISPLAYED, OR ADVERTISED A CLEAR AND CONSPICUOUS DISCLOSURE OF THE PERCENTAGE OR AMOUNT OF ANY MANDATORY SERVICE CHARGE AND AN ACCURATE DESCRIPTION OF HOW THE MANDATORY SERVICE CHARGE IS DISTRIBUTED;

(II) CAN DEMONSTRATE THAT THE PERSON IS OFFERING SERVICES FOR WHICH THE TOTAL PRICE OF THE SERVICE CANNOT REASONABLY BE KNOWN AT THE TIME OF THE OFFER DUE TO FACTORS THAT DETERMINE THE TOTAL PRICE THAT ARE BEYOND THE CONTROL OF THE PERSON OFFERING THE SERVICE, INCLUDING FACTORS THAT ARE DETERMINED BY CONSUMER SELECTIONS OR PREFERENCES OR THAT RELATE TO DISTANCE OR TIME, AND CLEARLY AND CONSPICUOUSLY DISCLOSES:

(A) THE FACTORS THAT DETERMINE THE TOTAL PRICE;

(B) ANY MANDATORY FEES ASSOCIATED WITH THE TRANSACTION; AND

(C) THAT THE TOTAL PRICE OF THE SERVICES MAY VARY.

(III) CAN DEMONSTRATE THAT THE PERSON IS GOVERNED BY AND COMPLIANT WITH APPLICABLE FEDERAL LAW, RULE, OR REGULATION REGARDING PRICE TRANSPARENCY FOR THE PURPOSES OF THE TRANSACTION AT ISSUE, INCLUDING, BUT NOT LIMITED TO:

(A) THE FEDERAL "TRUTH IN SAVINGS ACT", 12 U.S.C. SEC. 4301 ET SEQ.;

(B) THE FEDERAL "ELECTRONIC FUND TRANSFER ACT", 15 U.S.C. SEC. 1693 ET SEQ.;

(C) SECTION 19 OF THE "FEDERAL RESERVE ACT", 12 U.S.C. SEC. 461 ET SEQ., AS AMENDED;

(D) THE FEDERAL "TRUTH IN LENDING ACT", 15 U.S.C. SEC. 1601 ET SEQ.;

(E) THE FEDERAL "HOME OWNERSHIP AND EQUITY PROTECTION ACT", 15 U.S.C. SEC. 1639;

(F) THE FEDERAL "INVESTMENT COMPANY ACT OF 1940", 15 U.S.C. 80a-1 ET SEQ.;

(G) THE FEDERAL "INVESTMENT ADVISERS ACT OF 1940", 15 U.S.C. SEC. 80b-1 ET SEQ.; OR

(H) THE FEDERAL REGULATION BEST INTEREST REGULATION IN 17 CFR 240.15l-1 PURSUANT TO THE FEDERAL "SECURITIES EXCHANGE ACT OF 1934", 15 U.S.C. 78a ET SEQ.;

(IV) CAN DEMONSTRATE THAT ANY FEES, COSTS, OR AMOUNTS CHARGED IN ADDITION TO THE TOTAL PRICE WERE:

(A) ASSOCIATED WITH SETTLEMENT SERVICES, AS DEFINED BY THE FEDERAL "REAL ESTATE SETTLEMENT PROCEDURES ACT", 12 U.S.C. SEC. 2602 (3); AND

(B) NOT REAL ESTATE BROKER COMMISSIONS OR FEES;

(V) CAN DEMONSTRATE THAT THE PERSON IS PROVIDING BROADBAND INTERNET ACCESS SERVICE ON THEIR OWN OR AS PART OF A BUNDLE, AS DEFINED IN 47 CFR 8.1 (b), AND IS COMPLIANT WITH THE BROADBAND CONSUMER LABEL REQUIREMENTS ADOPTED BY THE FEDERAL COMMUNICATIONS COMMISSION IN FCC 22-86 ON NOVEMBER 14, 2022; OR

(VI) CAN DEMONSTRATE THAT THE PERSON IS A CABLE OPERATOR OR DIRECT BROADCAST SATELLITE PROVIDER AND IS COMPLIANT WITH TRUTH IN BILLING AND ADVERTISING REQUIREMENTS SPECIFIED IN 47 CFR 76.310.

(c) (I) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE CONTRARY, A DELIVERY NETWORK COMPANY IS COMPLIANT WITH SUBSECTIONS (2)(a) AND (3)(b) OF THIS SECTION IF THE DELIVERY NETWORK COMPANY DOES NOT USE DECEPTIVE, UNFAIR, AND UNCONSCIONABLE ACTS OR PRACTICES RELATED TO THE PRICING OF GOODS, SERVICES, OR PROPERTY AND:

(A) CLEARLY AND CONSPICUOUSLY DISCLOSES, AT THE POINT WHEN A CONSUMER VIEWS AND SELECTS A VENDOR OR GOODS OR SERVICES FOR PURCHASE, THAT AN ADDITIONAL FLAT FEE, VARIABLE FEE, OR PERCENTAGE FEE IS CHARGED, INCLUDING THE AMOUNT OF OR, IN THE CASE OF A VARIABLE FEE THAT IS DEPENDENT ON CONSUMER SELECTIONS OR DISTANCE AND TIME, THE FACTORS DETERMINING THE FEE, ANY MANDATORY FEES ASSOCIATED WITH THE TRANSACTION, AND THAT THE TOTAL PRICE OF THE SERVICES MAY VARY;

(B) PROVIDES AN ACCURATE DESCRIPTION OF THE RECIPIENTS AND PURPOSES OF THE ADDITIONAL FLAT FEE, VARIABLE FEE, OR PERCENTAGE FEE IN CONCISE LANGUAGE; AND

(C) DISPLAYS, AFTER A CONSUMER SELECTS A VENDOR OR GOODS OR SERVICES FOR PURCHASE BUT BEFORE COMPLETING THE TRANSACTION, A SUBTOTAL PAGE THAT ITEMIZES THE PRICE OF THE GOODS OR SERVICES FOR PURCHASE AND THE ADDITIONAL FLAT FEE, VARIABLE FEE, OR PERCENTAGE FEE THAT IS INCLUDED IN THE TOTAL PRICE.

(II) A DELIVERY NETWORK COMPANY MAY DISPLAY THE INFORMATION REQUIRED BY THIS SUBSECTION (2)(c) AS FOLLOWS:

(A) BY DISPLAYING ALL OF THE INFORMATION SPECIFIED IN

SUBSECTION (2)(c)(I) OF THIS SECTION ON THE SAME PAGE; OR

(B) BY USING CONCISE LANGUAGE DISPLAYED VIA REASONABLE AND ACCESSIBLE MEANS AS DEFINED BY THE ATTORNEY GENERAL BY RULE.

(d) SUBSECTION (2)(a) OF THIS SECTION DOES NOT REQUIRE A LANDLORD OR LANDLORD'S AGENT TO INCLUDE, IN THE DISCLOSURE OF THE TOTAL PRICE FOR A DWELLING UNIT, THE ACTUAL COST CHARGED BY A UTILITY PROVIDER FOR SERVICE TO A TENANT'S DWELLING UNIT.

(3) (a) A PERSON SHALL NOT MISREPRESENT THE NATURE AND PURPOSE OF PRICING INFORMATION FOR A GOOD, SERVICE, OR PROPERTY, INCLUDING:

(I) THE REFUNDABILITY OF AN AMOUNT CHARGED;

(II) THE IDENTITY OF A GOOD, SERVICE, OR PROPERTY FOR WHICH AN AMOUNT IS CHARGED;

(III) THE RECIPIENT OF AN AMOUNT CHARGED FOR THE GOOD, SERVICE, OR PROPERTY; AND

(IV) THE ACTUAL PRICE OF THE GOOD, SERVICE, OR PROPERTY FOR WHICH AN AMOUNT IS CHARGED.

(b) UPON OFFERING, DISPLAYING, OR ADVERTISING AN AMOUNT A PERSON MAY PAY FOR A GOOD, SERVICE, OR PROPERTY AND BEFORE A PERSON CONSENTS TO PAY FOR THE GOOD, SERVICE, OR PROPERTY, THE PERSON OFFERING, DISPLAYING, OR ADVERTISING THE GOOD, SERVICE, OR PROPERTY SHALL CLEARLY AND CONSPICUOUSLY DISCLOSE THE NATURE AND PURPOSE OF PRICING INFORMATION FOR THE GOOD, SERVICE, OR PROPERTY THAT IS NOT PART OF THE TOTAL PRICE FOR THE GOOD, SERVICE, OR PROPERTY, INCLUDING:

(I) THE REFUNDABILITY OF THE AMOUNT CHARGED FOR THAT GOOD, SERVICE, OR PROPERTY THAT IS NOT PART OF THE TOTAL PRICE;

(II) THE IDENTITY OF THAT GOOD, SERVICE, OR PROPERTY FOR WHICH AN AMOUNT IS CHARGED THAT IS NOT PART OF THE TOTAL PRICE; AND

(III) THE RECIPIENT OF THE AMOUNT CHARGED FOR THAT GOOD, SERVICE, OR PROPERTY THAT IS NOT PART OF THE TOTAL PRICE.

(4) A LANDLORD OR THE LANDLORD'S AGENT SHALL NOT REQUIRE A TENANT TO PAY A FEE, CHARGE, OR AMOUNT:

(a) RELATED TO THE PROVISION OF UTILITIES THAT IS ABOVE THE AMOUNT CHARGED BY THE UTILITY PROVIDER FOR SERVICE TO THE TENANT'S DWELLING UNIT, EXCEPT IN ACCORDANCE WITH SECTION 38-12-801 (3)(a)(VI);

(b) THAT INCREASES BY MORE THAN TWO PERCENT OVER THE COURSE OF A RENTAL AGREEMENT OF ONE YEAR OR LESS, EXCEPT FOR THE COST OF UTILITIES PROVIDED TO THE TENANT'S DWELLING UNIT;

(c) RELATED TO THE PAYMENT OF PROPERTY TAXES;

(d) RELATED TO THE PROCESSING OF RENT OR OTHER PAYMENTS IF A MEANS OF PAYMENT THAT IS COST-FREE TO THE TENANT IS NOT REASONABLY ACCESSIBLE BY THE TENANT;

(e) RELATED TO THE OVERDUE PAYMENT OF A FEE, CHARGE, OR AMOUNT THAT IS NOT RENT;

(f) FOR A GOOD, SERVICE, OR PROPERTY NECESSARY TO COMPLY WITH THE RESPONSIBILITIES OR OBLIGATIONS OF A LANDLORD OR THE LANDLORD'S AGENT, INCLUDING THE LANDLORD'S RESPONSIBILITY TO PROVIDE A HABITABLE LIVING ENVIRONMENT IN ACCORDANCE WITH SECTION 38-12-503;

(g) ABOVE THE TOTAL PRICE OF THE GOOD, SERVICE, OR PROPERTY FOR WHICH AN AMOUNT IS CHARGED, EXCEPT AS PROVIDED IN SECTION 38-12-801 (3)(a)(VI);

(h) FOR A GOOD, SERVICE, OR PROPERTY NOT ACTUALLY PROVIDED;

(i) FOR THE MAINTENANCE OF COMMON AREAS; OR

(j) THAT VIOLATES THIS SECTION.

(5) (a) A PERSON THAT VIOLATES ANY OF THE REQUIREMENTS OR PROHIBITIONS OF THIS SECTION ENGAGES IN A DECEPTIVE, UNFAIR, AND UNCONSCIONABLE ACT OR PRACTICE.

(b) (I) IN ADDITION TO ANY REMEDIES OTHERWISE PROVIDED BY LAW OR IN EQUITY, PURSUANT TO A GOOD FAITH BELIEF THAT A VIOLATION OF ANY PROVISION OF THIS SECTION HAS OCCURRED IN A DISPUTE BETWEEN A LANDLORD AND A TENANT OVER A RESIDENTIAL PROPERTY OR A LESSOR AND A LESSEE OF A COMMERCIAL PROPERTY, A PERSON AGGRIEVED BY A VIOLATION MAY SEND A WRITTEN DEMAND TO THE ALLEGED VIOLATOR FOR REIMBURSEMENT OF ANY FEES, CHARGES, OR AMOUNTS IN VIOLATION OF THIS SECTION PAID BY THE AGGRIEVED PERSON OR A GROUP OF SIMILARLY SITUATED AGGRIEVED PERSONS, FOR THE ACTUAL DAMAGES SUFFERED, AND FOR THE ALLEGED VIOLATOR TO CEASE VIOLATING THIS SECTION. THE AGGRIEVED PERSON MAY NOTIFY THE ALLEGED VIOLATOR OF THEIR REFUSAL TO PAY ANY FEES, CHARGES, OR AMOUNTS THAT VIOLATE THIS SECTION.

(II) IF AN ALLEGED VIOLATOR DECLINES TO MAKE FULL LEGAL TENDER OF ALL FEES, CHARGES, AMOUNTS, OR ACTUAL DAMAGES DEMANDED OR REFUSES TO CEASE CHARGING THE AGGRIEVED PERSON AND THOSE SIMILARLY SITUATED THE FEES, CHARGES, OR AMOUNTS IN VIOLATION OF THIS SECTION WITHIN FOURTEEN DAYS AFTER THE RECEIPT OF A WRITTEN DEMAND SENT PURSUANT TO SUBSECTION (5)(b)(I) OF THIS SECTION, IN ADDITION TO ANY OTHER DAMAGES AVAILABLE BY LAW OR IN EQUITY, THE PERSON IS LIABLE FOR ACTUAL DAMAGES PLUS AN INTEREST RATE OF EIGHTEEN PERCENT PER ANNUM COMPOUNDED ANNUALLY.

(c) (I) A PERSON AGGRIEVED BY A VIOLATION OF THIS SECTION DOES NOT NEED TO SEND A WRITTEN DEMAND, OR SATISFY ANY OTHER PRE-SUIT REQUIREMENT, BEFORE ASSERTING A CLAIM BASED ON A VIOLATION OF THIS SECTION.

(II) NOTHING IN THIS SECTION LIMITS REMEDIES AVAILABLE ELSEWHERE BY LAW OR IN EQUITY.

(6) THIS SECTION DOES NOT APPLY TO A PERSON GOVERNED BY FEDERAL LAW THAT PREEMPTS STATE LAW.

(7) THE ATTORNEY GENERAL MAY ADOPT RULES TO IMPLEMENT THIS SECTION.

SECTION 3. In Colorado Revised Statutes, 6-1-720, **amend** (1) introductory portion as follows:

6-1-720. Ticket sales - deceptive trade practice - definitions. (1) NOTWITHSTANDING SECTION 6-1-737, a person engages in a deceptive trade practice when, in the course of the person's business, vocation, or occupation, the person:

SECTION 4. In Colorado Revised Statutes, 38-12-801, **amend** (3)(a)(VI) as follows:

38-12-801. Written rental agreement - prohibited clauses - copy - tenant - applicability - definitions. (3) (a) A written rental agreement must not include:

(VI) A provision that requires a tenant to pay a:

(A) Markup or fee for a service for which the landlord is billed by a third party; except that a written rental agreement may include a provision that requires a tenant to pay either a markup or fee in an amount that does not exceed two percent of the amount that the landlord was billed or a markup or fee in an amount that does not exceed a total of ten dollars per month, but not both. This subsection (3)(a)(VI) does not preclude a prevailing party from recovering an amount equal to any reasonable attorney fees awarded by a court pursuant to subsection (3)(a)(II) of this section; OR

(B) FEE, CHARGE, OR AMOUNT THAT VIOLATES ANY PART OF SECTION 6-1-737;

SECTION 5. Act subject to petition - effective date - applicability. (1) This act takes effect January 1, 2026; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within the ninety-day period after final adjournment of the general assembly, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2026 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

(2) This act applies to conduct occurring on or after the applicable effective date of this act.

Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

James Rashad Coleman, Sr.
PRESIDENT OF
THE SENATE

Vanessa Reilly
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

Esther van Mourik
SECRETARY OF
THE SENATE

APPROVED Monday April 21st 2025 at 11:00 Am
(Date and Time)

Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

COLORADO HB 25-1090 AND LAWYER/LLP FEE AGREEMENTS

"(2)(a) A person shall not offer, display, or advertise an amount a person may pay for a good, service, or property unless the person offering, displaying, or advertising the good, service, or property clearly and conspicuously discloses the total price for the good, service, or property as a single number without separating the total price into separate fees, charges, or amounts. The total price for the good, service, or property must be disclosed more prominently than any other pricing information for the good, service, or property." (Emphasis added)

COLORADO HB 25-1090 AND LAWYER/LLP FEE AGREEMENTS

"(3)(b) Upon offering, displaying, or advertising an amount a person may pay for a good, service, or property and before a person consents to pay for the good, service, or property, the person offering, displaying, or advertising the good, service, or property shall clearly and conspicuously disclose the nature and purpose of pricing information for the good, service, or property that is not part of the total price for the good, service, or property, including:

(I) The refundability of the amount charged for that good, service, or property that is not part of the total price;

(II) The identity of that good, service, or property for which an amount is charged that is not part of the total price; and

(III) The recipient of the amount charged for that good, service, or property that is not part of the total price." (Emphasis added)

COLORADO HB 25-1090 AND LAWYER/LLP FEE AGREEMENTS

Statutory Safe Harbor at (2)(b):

"Notwithstanding any provision of this section to the contrary, a person is compliant with subsections (2)(a) and (3)(b) of this section if the person does not use deceptive, unfair, and unconscionable acts or practices related to the pricing of goods, services, or property and if the person: ***

(II) **Can demonstrate** that the person is offering services for which the total price of the service cannot reasonably be known at the time of the offer due to factors that determine the total price that are beyond the control of the person offering the service, including factors that are determined by consumer selections or preferences or that relate to distance or time, **and clearly and conspicuously discloses**:

(A) The factors that determine the total price;

(B) Any mandatory fees associated with the transaction; and

(C) That the total price of the services may vary." (Emphasis added)

COLORADO HB 25-1090 AND LAWYER/LLP FEE AGREEMENTS

Colo. RPC 1.5 – a very prescriptive rule – still applies:

(a) Unreasonable fees prohibited

(b) Basis or rate of fee, expenses chargeable to client, and scope of representation must be communicated in writing

(c) Contingent fee agreement provisions (also see form agreement)

(d) Conditions to be met if fee is divided between lawyers not of the same firm

(e) Referral fees prohibited

(f) Fees not earned until lawyer confers benefit/performs service – see 1.15A and 1.15B

(g) Nonrefundable fees prohibited; cannot directly or indirectly restrict client's right to terminate representation

(h) Flat fee agreement provisions (also see form agreement)

FLAT FEE AGREEMENTS STILL HAVE MANY REQUIREMENTS

Rule 1.5(h) – Flat Fees – *not the same as a capped hourly fee agreement*

Key components:

- The lawyer or LLP does not earn a flat fee in full at the beginning of a matter – so it stays in the trust account.
- Specify benchmarks – tasks or events -- in engagement agreement upon which certain fees are earned.
- No front-loading (unreasonable fee)

Agreement should specify how fees will be deemed earned if client terminates representation before completion of specified tasks/events.

Court-approved form agreement is available at www.coloradolegalregulation.com.