

RULE CHANGE 2025(28)

Colorado Licensed Legal Paraprofessional Rules of Professional Conduct

Rules 1.2 and 1.5

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

(a) - (b) [NO CHANGE]

(c) LLPs must confine their services to those allowed in C.R.C.P 207.1 and must provide a written disclosure of the limits of the LLPs authority. An LLP 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. ~~An LLP may provide limited representation to pro se parties as permitted by C.R.C.P. 11(b) and C.R.C.P. 311(b).~~

(d) - (e) [NO CHANGE]

Rule 1.5. Fees

(a) - (g) [NO CHANGE]

(h) A “flat fee” is a fee for specified legal services for which the client agrees to pay a fixed amount, regardless of the time or effort involved.

(1) - (2) [NO CHANGE]

(3) The form Flat Fee Agreement following the comment to this Rule may be used for flat fee agreements and shall be sufficient to comply with paragraph (h) of this Rule. The authorization of this form shall not prevent the use of other forms consistent with this Rule.

FORM FLAT FEE AGREEMENT

[C.R.S. § 6-1-737 or other law may require lawyers to add other language to the following form agreement.]

The client _____ (“Client”) retains _____ (“LLP” [or “Firm”]) to perform the legal services specified in Section I, below, for a flat fee as described below.

I. Legal Services to Be Performed. In exchange for the fee described in this Agreement, LLP will perform the following legal services (“Services”): *[Insert specific description of the scope and/or objective of the representation.]*

II. Flat Fee. This is a flat fee agreement. Client will pay LLP [or Firm] \$ _____ for LLP's [or Firm's] performance of the Services described in Section I, above, plus costs as described in Section VI, below. Client understands that Client is NOT entering into an hourly fee arrangement. This means that LLP [or Firm] will devote such time to the representation as is necessary, but the LLP's [or Firm's] fee will not be increased or decreased based upon the number of hours spent.

III. When Fee Is Earned. The flat fee will be earned in increments, as follows:

Description of increment: _____ Amount earned: _____

Description of increment: _____ Amount earned: _____

Description of increment: _____ Amount earned: _____

Description of increment: _____ Amount earned: _____

Description of increment: _____ Amount earned: _____

[Alternatively: The flat fee will be earned when LLP [or Firm] provides Client with [specified description of work].

IV. When Fee Is Payable. Client shall pay LLP [or Firm] [*Select one:* in advance, as billed, or as the services are completed]. Fees paid in advance shall be placed in LLP's [or Firm's] trust account and shall remain the property of Client until they are earned. When the fee or part of the fee is earned pursuant to this Agreement, it becomes the property of LLP [or Firm].

V. Right to Terminate Representation and Fees on Termination. Client has the right to terminate the representation at any time and for any reason, and LLP [or firm] may terminate the representation in accordance with Rule 1.16 of the Colorado Rules of Professional Conduct. In the event that Client terminates the representation without wrongful conduct by LLP [or Firm] that would cause LLP [or Firm] to forfeit any fee, or LLP [or Firm] justifiably withdraws in accordance with Rule 1.16 from representing Client, Client shall pay, and LLP [or Firm] shall be entitled to, the fee or part of the fee earned by LLP [or Firm] as described in Section I, above, up to the time of termination. In a litigation matter, Client shall pay, and LLP [or Firm] shall be entitled to, the fee or part of the fee earned up to the time when the court grants LLP's motion for withdrawal. If the representation is terminated between the completion of increments described in Section III above, Client shall pay a fee based on [an hourly rate of \$ _____] [the percentage of the task completed] [*other specified method*]. However, such fees shall not exceed the amount that would have been earned had the representation continued until the completion of the increment, and in any event all fees shall be reasonable.

VI. Costs. Client is liable to LLP [or Firm] for reasonable expenses and disbursements. Examples of such expenses and disbursements are fees payable to the Court and expenses involved in preparing exhibits. Such expenses and disbursements are estimated to be \$ _____. Client authorizes LLP [or Firm] to incur expenses and disbursements up to a maximum of \$ _____, which limitation will not be exceeded without Client's further written authorization. Client shall reimburse LLP for such expenditures [*Select one:* upon receipt of a billing, in specified installments, or upon completion of the Services].

Dated: _____

Client:

LLP [Firm]:

Signature

Signature

[C.R.S. § 6-1-737 or other law may require lawyers to add other language to the above form agreement.]

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(d) - (e) [NO CHANGE]

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Dated: _____

Client:

LLP [Firm]:

Signature

Signature

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Amended and Adopted by the Court, En Banc, December 18, 2025, effective January 1, 2026.

Justice Hart did not participate.

By the Court:

**William W. Hood, III
Justice, Colorado Supreme Court**