

**RULE CHANGE 2025(29)**

**COLORADO RULES OF PROFESSIONAL CONDUCT**

**Rules 1.5 and 2.4**

## Rule 1.5. Fees

(a) to (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) to (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.

### COMMENT

[1] to [2] [NO CHANGE]

#### Relationship to Other Law

[3] ~~Repealed.~~ [A lawyer offering services, including an offer of services through a fee agreement, may be required to comply with other law pertaining to the offer of services. E.g., C.R.S. § 6-1-737 \(addressing requirements to disclose certain pricing information\).](#)

[4] to [18] [NO CHANGE]

### Form Contingent Fee Agreement

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

Dated \_\_\_\_\_, 20 .....

\_\_\_\_\_ (Client), retains \_\_\_\_\_ (Lawyer) to perform the legal services described in paragraph (1) below. The Lawyer agrees 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 are: \_\_\_\_\_. The representation (will) (will not) [indicate which] include the handling of counterclaims, third-party claims to amounts recovered, and appeals.

(2) The contingency upon which compensation is to be paid is the Client’s recovery of funds by settlement or judgment.

(3) The Client will pay the Lawyer \_\_\_ percent of the (gross amount collected) (net amount collected) [indicate which]. (“Gross amount collected” means the amount collected before any subtraction of expenses and disbursements) (“Net amount collected” means the amount of the collection remaining after subtraction of expenses and disbursements [including] [not including] costs or attorney fees awarded to an opposing party and against the Client.) [indicate which]. “The amount collected” (includes) (does not include) [indicate which] specially awarded attorney fees and costs awarded to the Client and against an opposing party.

(4) The Client is not to be liable to pay compensation otherwise than from amounts collected for the Client by the Lawyer, except as follows: In the event the Client terminates this contingent fee agreement without wrongful conduct by the Lawyer which would cause the Lawyer to forfeit any fee, or if the Lawyer justifiably withdraws from the representation of the Client, the Lawyer may ask the court or other tribunal to order that the Lawyer be paid a fee based upon the reasonable value of the services provided by the Lawyer. If the Lawyer and the Client cannot agree how the Lawyer is to be compensated in this circumstance, the Lawyer will request the court or other tribunal to determine: (1) whether the Client has been unfairly or unjustly enriched if the Client does not pay a fee to the Lawyer; and, if so (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 the Lawyer, and the benefit obtained by the Client as a result of the Lawyer’s 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 the Lawyer if the contingency described in this contingent fee agreement had occurred.

(5) A court or other tribunal may award costs or attorney fees to an opposing party and against the Client.

(6) The Client will be liable to the lawyer for reasonable expenses and disbursements. Such expenses and disbursements are estimated to be \$ \_\_\_\_\_. The Client authorizes the Lawyer to incur expenses and make disbursements up to a maximum of \$ \_\_\_\_\_. The Lawyer will not exceed this limitation without the Client’s further written authority. The Client will reimburse the Lawyer for such expenditures (upon receipt of a billing), (in specified installments), (upon final resolution), (etc.) [indicate which].

(7) If the Lawyer wishes to hire a lawyer in another firm to assist in the handling of a matter (called an “associated counsel”), the Lawyer will promptly inform the Client in writing of the identity of the associated counsel and that the hiring of associated counsel will not increase the contingent fee, unless the Client otherwise agrees in writing. The Client has a right to disapprove the hiring of associated counsel and to terminate the employment of associated counsel for any reason.

(8) Other persons or entities may have a right to be paid from amounts recovered on the Client’s behalf. The Client (authorizes) (does not authorize) [indicate which] the Lawyer to pay from the amount collected the following: (e.g., all physicians, hospitals, subrogation claims and liens, etc.). The Lawyer may be legally required to pay the claims of third parties out of any monies collected for the Client, and not to disburse them to the Client. However, if the Client disputes the amount or validity of the third-party claim, the Lawyer may deposit the funds into the registry of an appropriate court for determination. Any amounts paid to third parties (will) (will not) [indicate which] be subtracted from the amount collected before computing the amount of the contingent fee under this agreement.

WE HAVE EACH READ THE ABOVE AGREEMENT BEFORE SIGNING IT.

(Signature of Client)

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

## 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 \_\_\_\_\_ (“Lawyer” [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, Lawyer will perform the following legal services (“Services”): *[Insert specific description of the scope and/or objective of the representation. Examples: Represent Client in DUI criminal case in Jefferson County; Prepare a Will [or Power of Attorney or contract]]*

**II. Flat Fee.** This is a flat fee agreement. Client will pay Lawyer [or Firm] \$ \_\_\_\_\_ for Lawyer’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 Lawyer [or Firm] will devote such time to the representation as is necessary, but the Lawyer’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: \_\_\_\_\_

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Description of Increment: \_\_\_\_\_ Amount earned: \_\_\_\_\_

Description of increment: \_\_\_\_\_ Amount earned: \_\_\_\_\_

*[Alternatively: The flat fee will be earned when Lawyer [or Firm] provides Client with [Select one: the Will, the Power of Attorney, the contract, other specified description of work].*

**IV. When Fee Is Payable.** Client shall pay Lawyer [or Firm] *[Select one: in advance, as billed, or as the services are completed]*. Fees paid in advance shall be placed in Lawyer’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 Lawyer [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 Lawyer [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 Lawyer [or Firm] that would cause Lawyer [or Firm] to forfeit any fee, or Lawyer [or Firm] justifiably withdraws in accordance with Rule 1.16 from representing Client, Client shall pay, and Lawyer [or Firm] shall be entitled to, the fee or part of the fee earned by Lawyer [or Firm] as described in Section I, above, up to the time of termination. In a litigation matter, Client shall pay, and Lawyer [or Firm] shall be entitled to, the fee or part of the fee earned up to the time when the court grants Lawyer'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 Lawyer [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 Lawyer [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 Lawyer for such expenditures [*Select one:* upon receipt of a billing, in specified installments, or upon completion of the Services].

Dated: .....

CLIENT:

ATTORNEY [FIRM]:

Signature

Signature

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

## **Rule 2.4. Lawyer Serving as Third-Party Neutral**

[NO CHANGE]

### **COMMENT**

[1] to [2] [NO CHANGE]

[2A] A third-party neutral offering services, including an offer of services through a fee agreement, may be required to comply with other law pertaining to the offer of services. E.g., C.R.S. § 6-1-737 (addressing requirements to disclose certain pricing information).

[3] to [5] [NO CHANGE]

## Rule 1.5. Fees

(a) to (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) to (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.

### COMMENT

[1] to [2] [NO CHANGE]

### Relationship to Other Law

[3] A lawyer offering services, including an offer of services through a fee agreement, may be required to comply with other law pertaining to the offer of services. *E.g.*, C.R.S. § 6-1-737 (addressing requirements to disclose certain pricing information).

[4] to [18] [NO CHANGE]

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

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(1) The claim, controversy, and other matters with reference to which the services are to be performed are: \_\_\_\_\_. The representation (will) (will not) [indicate which] include the handling of counterclaims, third-party claims to amounts recovered, and appeals.

(2) The contingency upon which compensation is to be paid is the Client’s recovery of funds by settlement or judgment.

(3) The Client will pay the Lawyer \_\_\_\_ percent of the (gross amount collected) (net amount collected) [indicate which]. (“Gross amount collected” means the amount collected before any subtraction of expenses and disbursements) (“Net amount collected” means the amount of the collection remaining after subtraction of expenses and disbursements [including] [not including] costs or attorney fees awarded to an opposing party and against the Client.) [indicate which]. “The amount collected” (includes) (does not include) [indicate which] specially awarded attorney fees and costs awarded to the Client and against an opposing party.

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*[Alternatively: The flat fee will be earned when Lawyer [or Firm] provides Client with [Select one: the Will, the Power of Attorney, the contract, other specified description of work].*

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Dated: .....

CLIENT:

ATTORNEY [FIRM]:

Signature

Signature

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

## **Rule 2.4. Lawyer Serving as Third-Party Neutral**

[NO CHANGE]

### **COMMENT**

[1] to [2] [NO CHANGE]

[2A] A third-party neutral offering services, including an offer of services through a fee agreement, may be required to comply with other law pertaining to the offer of services. E.g., C.R.S. § 6-1-737 (addressing requirements to disclose certain pricing information).

[3] to [5] [NO CHANGE]

**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**