

Eckelberry, LLC  
John L. Eckelberry  
Catherine S. Reynolds  
Michael J. Glade  
Frank Lopez  
LarsonBushell LLC  
Phillip K. Larson  
Michael A. Bushell  
Law Offices of Kevin S. Neiman, PC  
Kevin S. Neiman\*  
Asher M.B. Ritmiller  
Cynthia R. Smith, P.C.  
Eric J. Voogt

**INMAN  
FLYNN**  
— Attorneys at Law —  
**Biesterfeld & Brentlinger, P.C.**

OF COUNSEL  
M. Dee Biesterfeld  
Richard P. Brentlinger

Robert D. Inman  
(1920 - 2014)

John J. Flynn, Jr.  
(1922 - 2002)

January 27, 2017

***Established 1961***

\*Admitted in Colorado and Florida

---

VIA EMAIL [hhugdahl@crgov.com](mailto:hhugdahl@crgov.com)

Heidi Hugdahl  
Deputy Town Attorney  
Town of Castle Rock  
100 North Wilcox St.  
Castle Rock, CO 80104

Re: Legal Services

Dear Heidi:

The purpose of this letter is to follow up on our phone call and to define the terms of the engagement. We have agreed to render legal services in connection with the protection of trademarks.

Charges for our services will be billed at my standard hourly rate of \$250. Government filing fees for a federal trademark application are \$275 per international class and \$50 for a Colorado State trademark registration. Estimate of charges for federal trademark registration is \$1,500, including protection in one international class. The process generally takes a minimum of one year. Estimate of charges for state trademark registration is \$500. These estimates include government filing fees. We require payment of one-half of the estimate to begin work.

We will send you a monthly statement reflecting the fees for legal services rendered and the costs advanced on your behalf during the preceding month. The account will be charged interest of 12 percent per month when it is more than thirty days overdue. In addition to charges for services rendered, any long distance fax and telephone charges, in excess of \$5.00 per month, messenger services, photocopy costs, deposition transcript costs, travel costs, court filing fees, service of process, computerized legal research and other related charges will be assessed.

The fees charged will be primarily based upon time spent in the following: (1) office conferences; (2) telephone calls; (3) research; (4) preparation of papers of all sorts including letters,

---

1660 Lincoln Street, Suite 1700  
Denver, Colorado 80264  
Phone 303-861-5300 Fax 303-861-2746  
[www.inmanflynn.com](http://www.inmanflynn.com)

Golden Office  
Golden Hill Office Centre  
12600 West Colfax Ave., Suite A-180  
Lakewood, Colorado 80215

pleadings, etc.; (5) court appearances; (6) time traveling on client's behalf will be billed at fifty percent (50%) of the normal hourly rate.

Should there be a dispute between us as to the fees which may be charged, we will submit our dispute to arbitration under the rules of the Colorado Bar Association Legal Fee Arbitration Committee. We agree to pay all reasonable attorney's fees and costs incurred by the prevailing party. In the event that client fails to perform with regard to obligation to pay attorney for services rendered and advance costs, attorney is permitted to file Notice of Attorneys Lien pursuant to C.R.S. Section 12-5-119. Monies collected pursuant to filing of Notice of Attorneys Lien shall serve to off-set and/or satisfy monies owed attorney by client. Client agrees to cooperate with firm in its representation of client's interests.

### **FILE RETENTION POLICY**

Certain internal records (Internal Records) will be retained by us, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and account records and internal lawyers' work product (such as drafts, notes, internal memoranda, legal research and factual research). To minimize unnecessary storage expense, we have the right to destroy or otherwise dispose of any such documents that belong to us within a reasonable time after our final bill for the matter is sent to you.

When your matter is concluded, we will send you a notice of completion and ask you whether you wish to have any documents or materials in the file that are not Internal Records. You will have thirty days to pick up the documents and materials or to provide us with written instructions on what you want done with them. Any documents or materials left with us after the engagement ends may be retained or destroyed, at our discretion. We retain the right to make copies of any of the documents or materials. The cost of transmitting documents to you will be charged to you. We will retain the balance of your file for an appropriate period of time consistent with our File Retention Policy, a copy of which you may obtain upon request.

If you agree with the terms of this letter, please sign and return the letter to me along with the retainer. Please contact me with any questions. I look forward to working with you.

Very truly yours,

  
Cynthia R. Smith

The foregoing is agreed to:

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_