



Members of Teamsters Local 17
Denver, Colorado

Re: Teamsters Local 17 Administrative Legal Plan

Dear Members:

The Olson Law Firm is pleased to offer to every member of Teamsters Local 17 affordable legal coverage for administrative appeals in the City and County of Denver. Never before has Local 17 been able to offer this coverage, and the Olson Law Firm is happy to be a part.

Coverage under this plan is affordable and comprehensive. Each member who chooses to join the plan will receive legal representation at the Career Service Authority from the Olson Law Firm in the event that the member is disciplined or terminated for acts taken while on duty and in the course and scope of the member's employment. Paying a lawyer an hourly fee for such coverage can cost as much as \$20,000 to \$30,000. By joining the plan and signing the attached engagement retainer, members receive coverage for just twenty dollars a month.

The Olson Law Firm is pleased to offer this service to members of Local 17, and looks forward to providing Local 17 with unrivaled legal representation.

Please review the attached documents describing the program. If you have any questions or concerns, please do not hesitate to contact this office.

Best regards,

Teamsters Local 17 and Sean Olson



Administrative Legal Defense Plan

By signing this agreement, you agree to engage the Olson Law Firm in an Engagement-Retainer agreement for twenty dollars (\$20.00) a month paid through payroll deduction directly to Teamsters Local 17, as described fully in that plan's Engagement Retainer agreement and Appendix. I acknowledge that I must be a participant in the "Plan" for ninety (90) consecutive days prior to the imposition of discipline in order to receive reduced rate coverage under the plan.

Name: _____

Address _____

City: _____

State: _____ Zip _____

Email: _____

Cell Phone: _____

Work Phone: _____

Employee ID: _____

SSN: _____

Department: _____

Signature: _____

Date: _____

Mail completed application to:

Teamsters Local 17
7010 Broadway, Suite 200
Denver, CO 80221

THE OLSON LAW FIRM LLC

TELEPHONE: (303) 586-7297

FAX: (303) 586-7298

ENGAGEMENT-RETAINER AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 201____, by and between _____ (“the Client”), a member of Teamsters Local 17, and the Law Office of Sean T. Olson, d/b/a Olson Law Firm LLC (“the Firm”), a Colorado Limited Liability Company.

For good and valuable consideration, the parties agree as follows:

1. Engagement of Attorney. The Client hereby retains and engages the Firm to perform various legal services described in Paragraph 2, and other legal services the Firm and Client agree to in writing. The Client retains and engages the Firm for and during a period commencing on the first day of the month following the signing of this Agreement and ending as provided in this Agreement.
2. Purpose and Scope of Engagement. The Firm accepts such engagement, and agrees to stay current on employment issues and law related to the Client’s employment with the City and County of Denver, provide information to Plan members quarterly that impacts the employee/employer relationship at the City and County of Denver, provide a free thirty minute consultation regarding any legal issue the Client may have, take all reasonable measures to avoid creating a conflict between Client and members of other labor organizations, and, so long as no legal conflict exists, make the Firm available to represent Client in proceedings before the Career Service Authority in cases of significant discipline.

RETAINER TO BE PAID BY CLIENT TO THE FIRM

3. Retainer. The Client hereby agrees to through Local 17, an engagement retainer of \$20.00 per month which shall be paid through payroll deduction. Such sum will constitute an engagement retainer that shall be deposited to the Firm's Trust Account, and become the Firm’s property at a rate of \$20.00 per month, regardless of whether any work is actually performed for the Client. Client recognizes and agrees that no engagement retainer shall exist, and Client shall not be entitled to any benefit under this agreement if Client fails to pay the monthly amount of \$20.00 and continue paying \$20.00 on or before the first day of the fourth month after this Agreement commences. It is and shall be Client’s sole responsibility to ensure that each monthly engagement retainer is paid.

ATTORNEY FEES

4. Normal Rates. The Firm is to be compensated at the rate of \$295 per hour for senior attorneys, \$195 per hour for associate attorneys, and \$90 per hour for paralegals. Time is kept in 1/10 of an hour increments, although the Firm may, at its discretion, bill for less than or none of the real time elapsed.

5. Discounted Rates. In consideration for the Client's participation in the Retainer Plan described in Paragraph 3 and Exhibit A to this Agreement, the Firm agrees to provide legal services outlined in Paragraph 2 to the Client at a discounted rate of \$100.00 plus any costs incurred in prosecuting Client's case. In the event that Client receives discipline within 90 days of signing this agreement, Client will be billed at the Normal Rates outlined in paragraph 4, but in no event will the client be responsible for more than \$6,000.00 in attorney fees. Client will be expected to pay the additional amounts described in this paragraph as an advanced retainer should such legal services become necessary, before any work is performed on Client's case.
6. The Client will receive a statement monthly and is due and payable thirty (30) days from the statement date.

CLIENT RESPONSIBILITY FOR COSTS

7. Costs and Other Expenses. Client recognizes and agrees that the discounted rate of \$100.00 for legal services does not include costs, expenses, and reasonable travel expenses outside the Denver Metro Area. For purposes of this Agreement, reasonable travel costs shall mean the current rate per mile allowed by the United States Internal Revenue Service for business use of a vehicle, or the actual cost of travel. In the event any Attorney is required to spend overnight out of Denver, Colorado, on behalf of the Client, the Client shall pay the lodging and meal expenses of the Attorney. Photocopying shall be charged at the Firm's then current rate. Extraordinary mail expenses shall be charged at cost.

TERMINATION OF AGREEMENT

8. Withdrawal of Firm. The Firm may withdraw from Client's retainer at any time if the Firm determines that a conflict of interest exists, or may exist, in its continued representation of the Client. In such event, Client recognizes that such discharge shall be governed by Exhibit A.
9. Substitution or Discharge of Attorney. At any time the Client may discharge or obtain the substitution of other attorneys before the Firm has completed the services for which it is hereby retained. Client recognizes and agrees that the engagement of other attorneys shall be at Client's own expense.

MICELLANEOUS PROVISIONS

10. Employment of Associate Counsel, Experts, and Investigators. The Firm, at its discretion, may employ associate counsel to assist it in prosecuting or protecting the Client's interests, and may employ such technical experts, research firms and research experts, and expert investigators as may be required. Client agrees to pay the expense for any expert or research firm, but the Firm shall not engage such an expert unless and until the Client first gives express permission for the engagement of such an expert.
11. Cooperation and Assistance. In the event that Client requires legal representation, the Client shall cooperate and assist the Attorney who represents the Client on behalf of the Firm. The Client shall keep that Attorney informed of any change of address or telephone number. The Client shall not contact other parties or witnesses without consulting the Attorney representing the Client.

12. Jurisdiction and Venue: The Client and Firm agree that jurisdiction and venue for enforcement of this Agreement shall be granted to the District and/or County Court of Denver County, State of Colorado, and Colorado law shall apply.
13. Disclaimer of Warranty. The Firm makes no warranties or representations concerning the successful termination or the favorable outcome of any legal action that may be filed by or against the Client or of any negotiations or discussions with other parties.
14. Power of Attorney to Execute Documents. The Client hereby gives any Attorney who represents the Client on behalf of the Firm power to execute all documents in connection with any matters being handled by that Attorney on behalf of the Client, including pleadings, settlement agreements and releases, variations, dismissals, orders and all similar documents the Client could otherwise properly execute.
15. Notice. Any notice required by this Agreement shall be in writing and shall be served in person upon the party for whom it is intended, or sent by registered or certified mail, return receipt requested, to that party at the address shown below.

AGREEMENT TO ARBITRATE

16. Arbitration of Disputes. Any controversy, claim or dispute in the course and scope of the Firm-Client relationship or arising out of or relating to this Agreement or breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate ("Dispute"), shall be determined by arbitration in Denver, Colorado, before a sole arbitrator, in accordance with the laws of the State of Colorado for agreements made in and to be performed in Colorado. "Disputes" shall include, without limitation, those involving fees, costs, billing, claims of professional negligence, malpractice and breach of ethical or fiduciary duties. The American Arbitration Association (AAA) shall administer the arbitration pursuant to its Commercial Arbitration Rules and Supplementary Procedures for Large, Complex Disputes. The arbitrator shall, in the award, allocate all of the costs of the arbitration (and the mediation, if applicable), including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction. Upon the request of any party, mediation shall be conducted prior to the arbitration pursuant to the Commercial Mediation Rules of the AAA.

COSTS AND ATTORNEYS' FEES MAY BE ASSESSED AGAINST A LOSING PARTY

17. Award of Opposing Party's Attorney Fees and Costs. Client understands that a court or arbitrator may sometimes award costs and attorneys' fees to the opposing party, especially in those instances where Client is the non-prevailing party. Client understands that, should such an award be made in favor of the opposing party, Client will be responsible for payment of such award.

CLIENTS' REPRESENTATION OF UNDERSTANDING OF THIS FEE AGREEMENT

18. The Client has read this Engagement-Retainer Agreement before signing it, has discussed the provisions of this Engagement-Retainer Agreement with a member of the Firm, and fully understand and agree to the provisions of the Agreement. The Client has also been provided with, and has read, the attached Exhibit A regarding the specifics of the Retainer Plan. The Client agrees that no additional promises have been made outside of those listed in this

Engagement-Retainer Agreement and Exhibit A, and the Client is not relying on any other promise as a condition of entering into this agreement. The Client further understands that the Client has a right to consult separate counsel with respect to this Agreement and the Retainer Plan.

IN WITNESS WHEREOF, the Firm and the Client have executed this Agreement the day and year first above written.

CLIENT:

Printed Name
Address: _____

By: _____
Signature of Client

FIRM:

The Olson Law Firm LLC
8354 Northfield Blvd.
Building G, Suite 3700
Denver, CO 80238
Phone: (303) 586-7297; Fax: (303) 586-7298

By: _____
Sean T. Olson #38017

APPENDIX A TO ENGAGEMENT-RETAINER AGREEMENT

- 1) The Retainer Plan, as created by the Engagement-Retainer Agreement, shall be established as a means of providing legal services for members of Teamsters Local 17. The plan shall provide legal coverage for members accused of misconduct that occurred within the course and scope of the Client's duty and employment and for which the Client faces significant administrative discipline (defined as suspension of 1 day or greater) at the Denver Career Service Authority.
- 2) Beginning July 1, 2016, the cost of the Retainer Plan shall be twenty (\$20.00) dollars per month paid through payroll deduction directly to Teamsters Local 17. The cost of the Plan shall be periodically reviewed and may increase or decrease depending upon Retainer Plan costs. Any cost increases shall be communicated to the members at least thirty days prior to the implementation of the cost increase.
- 3) Payments to the plan shall be made monthly through each member's dues. The member shall be solely responsible for ensuring that each monthly payment is made prior to the first day of the first month of the quarter for which payment is being made. The Retainer Plan Firm shall not be responsible for late or missed payments.
- 4) Members of the Plan must be members of Teamsters Local 17. Coverage under the Plan shall not be made available to any other employee of the City and County of Denver, unless and until such member also becomes a member of Teamsters Local 17.
- 5) Members of Teamsters Local 17 must be participants in the Plan for at least ninety (90) consecutive days prior to the imposition of discipline in order to receive reduced-rate coverage under the plan. If a participant does not meet this requirement, the Firm's Normal Rates (as outlined in the Engagement-Retainer Agreement) will apply.
- 6) Legal coverage under the Retainer Plan shall consist of representation through the appeals process at the Career Service Authority. Any appeal or proceeding taking place beyond the Career Service Authority shall not be covered under the Retainer Plan.
- 7) The Law Office of Sean T. Olson LLC d/b/a The Olson Law Firm LLC, and its subsidiaries, successors, and assigns, shall be the exclusive provider of legal services under the Retainer Plan, unless a legal conflict exists precluding the Law Office of Sean T. Olson from representing the member.
- 8) In the event of a conflict described in Paragraph 7, the member shall be entitled to conflict counsel, the costs of which may not exceed \$4,500.00.
- 9) Payments made to the Firm shall be held in trust until payable to the Firm on the first day of each month.

Member Signature: _____

Member Name (printed): _____

Address: _____

Phone Number: _____

Email: _____

Date of Teamster
Membership: _____

By acknowledging this agreement, you agree to engage the Olson Law Firm in an Engagement-Retainer agreement for twenty dollars (\$20.00) a month paid through payroll deduction directly to Teamsters Local 17, as described fully in the plan's Engagement Retainer agreement and Appendix. I acknowledge that I must be a participant in the "Plan" for ninety (90) consecutive days prior to the imposition of discipline in order to receive reduced rate coverage under the plan.