

COUNTY COURT, EL PASO CTY, COLORADO
270 S. Tejon Street
Colorado Springs, CO 80903
(719) 452-5358

DATE FILED: January 4, 2023

Plaintiff: MARRISON FAMILY LAW LLC

vs.

Defendant(s): MARIA MEEKER and DANIEL
BLASCO

▲ COURT USE ONLY ▲

Case No. 21C37907

Division: G

Courtroom: S303

ORDER

On December 1, 2022, This Matter came before the Court for Court Trial on Plaintiff's Complaint seeking \$22,987.55, plus interest, court costs and attorney's fees, and other items allowable by Statute or specific agreement. Defendant filed and Answer and Counterclaim, however The Court denied Defendant's Counterclaim without prejudice on May 24, 2022 for failure to file a Certificate of Review pursuant to C.R.S. 13-20-602. Defendant's Answer also contained allegations that fall under C.R.S. 13-20-602 and would require a Certificate of Review. On September 29, 2022 the Defendants appeared in Court and the Court explained the Certificate of Review requirement and gave them the citation for such. The Court explained that without a Certificate of Review, the Court would only address the issue of whether the Defendant's owed the amount sought by Plaintiff. Trial was set for December 1, 2022. At trial, the Plaintiff appeared with counsel, and the Defendants appeared pro se, and without a Certificate of Review.

This Court, having reviewed the pleadings, having heard the testimony of parties and any witnesses, having reviewed the Exhibits introduced into evidence, and being fully apprised in the premises, FINDS as follows:

That on or about October 21, 2019, the Defendants signed a Legal Representation Engagement and Fee Agreement with the Plaintiff for legal services related to Defendant, Maria Meeker's divorce proceedings. (Plaintiff's Exhibit 1) The validity of the Fee Agreement is not in dispute, nor is the fact that the Defendants signed the document.

That Plaintiff's hourly rate, to include those charged for other attorneys, paralegals and legal assistants were clearly set forth in the Fee agreement and were reasonable based on attorney Patricia Morrison's level of experience, the tiered rate system, and the hourly rates charged in this community for such services. The number of hours billed were consistent with the complexity of the issue.

That the Plaintiff received an initial Retainer of \$4000.00. Thereafter, Defendant paid \$400.00 on November 5, 2019, December 13, 2019, January 20, 2020, February 10, 2020, March 9, 2020. Defendants also paid \$10,000.00 on March 24, 2020, after which Defendants had a balance due of \$1628.00. After the March 31, 2020 invoice, Defendants' balance due increased to \$10,591.00. No further payments were made after the March 31, 2020 invoice, and by March 01, 2021, the Defendants' balance due was \$15,325.03, of which \$1305.03 was because of finance charges on the overdue balance.

That in addition to the \$15,325.03 balance, Plaintiff also invoiced Defendant for \$7,662.52, which Plaintiff testified was a "finance charge," that reflects one-third of the amount due on the unpaid invoices. This "one-third" amount is set forth in the Fee Agreement under "Withdrawl and Termination." (Plaintiff's Ex. 1) Plaintiff testified that \$7,662.52 was charged because she and her collection attorney have an agreement that she will pay him one-third of the amount owing for his collection services.

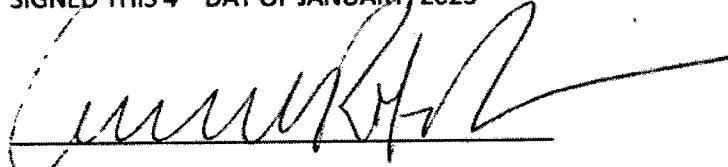
That the Court hereby DENIES Plaintiff's claim for \$7,662.52. The Court will not enforce the provision of the Fee Agreement which provided for such a charge to be added to the amount due and owing. This type of charge is a formula outside that permitted by law. Collections costs are very specific: attorney's fees, service of process fees, court costs, etc. A flat one-third penalty is beyond any Lodestar calculation.

That when Defendant's balance remained unpaid, Plaintiff withdrew her representation, and ultimately sent the matter to collections.

That Defendants testified that there was some unwritten agreement that Plaintiff would accept \$400.00 per month, however this Court Finds that the Fee Agreement was not vague or ambiguous in its terms and reflected the complete agreement between the parties, and that although Plaintiff accepted several payments of \$400.00, the Fee Agreement required all invoices to be paid in full as billed.

IT IS THEREFORE ORDERED, that Judgement enters in favor of the Plaintiff for \$15,325.03 plus court costs, attorney's fees, and interest. Plaintiff shall submit an affidavit of attorney's fees and costs within 60 days.

SIGNED THIS 4TH DAY OF JANUARY, 2023



County Court Judge

El Paso County, CO, District Court Court address: 270 South Tejon Colorado Springs, CO 80901-2980 Phone Number: (719) 452-5000	DATE FILED: June 26, 2023
Plaintiff/Appellee: MARRISON FAMILY LAW LLC, v.	<u>Court Use Only</u>
Defendant/Appellant: MARIA MEEKER & DANIEL BLASCO	Case Number: 2023CV19
Division 3, Courtroom S380	

ORDER ON APPEAL

This case is before the Court on appeal from an Order of the Trial Court in favor of the Plaintiff-Appellee Garrison Family Law, LLC (hereafter Garrison) against Defendant-Appellants Maria Meeker and Daniel Blasco (hereafter Meeker/Blasco) for unpaid legal fees. The Court has considered the Court file, the written submissions of the parties and the applicable legal authorities and here enters the following Order on Appeal.

I. STATEMENT OF THE CASE

On October 21, 2019, Meeker/Blasco signed a fee agreement with Garrison which outlined how they would be billed for the representation of Meeker in her family law case. The fee agreement set forth the rates that would be charged for attorney time, paralegal time, and for administrative/secretarial time. The agreement also provided that the client would maintain a trust account balance of \$2,000.00 and that clients would be billed monthly for all charges incurred during each billing period. Meeker/Blasco were billed each month and never disputed a bill or challenged any of the entries on any of the bills until after Garrison withdrew from representation and filed suit for the monies that were owed for the representation. Pursuant to the fee agreement, Garrison charged interest on the outstanding balance of the bill. Meeker/Blasco made partial payments on the account. When Meeker/Blasco failed to pay the outstanding billing, and when it became apparent that collection action was needed to try to collect the balance due, Garrison, pursuant to the fee agreement, added a 1/3 collection charge to the outstanding bill that was due. The trial court found that the work had been done and was properly billed and that Meeker/Blasco had failed to pay the billing. The Trial Court awarded judgment for the outstanding bill but did not award the collection charge. Meeker/Blasco asserted a claim for malpractice, but that claim was dismissed prior to the trial because of a failure to submit a certificate of review, as required by statute,

Appendix B

(C.R.S. 13-20-602), and because no witness or expert to provide evidence of the alleged malpractice had been endorsed.

II. STANDARD OF REVIEW

The decision of the Trial Court is reviewed for an abuse of discretion. A Trial Court abuses its discretion if the decision is manifestly arbitrary, unreasonable or unfair. *Freedom Colo. Info. v. El Paso County Sheriff's Dep't*, 196 P.3d 892 (Colo. 2008).

III. STATEMENT OF ISSUES

Did the District Court determine a fact incorrectly because there is no support in the Record on Appeal for that fact?

Did the District Court use the wrong law or incorrectly interpret the law?

Was the District Court's decision so unreasonable or unfair that it was outside the bounds of what could have been decided under the circumstances?

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

Based on a review of the record, the Court finds that Meeker/Blasco presented no evidence to the Trial Court to dispute the billing, which was done, Meeker/Blasco attempted to raise the issue of malpractice. However, that issue had already been dismissed by the Trial Court. The record is clear, that Morrison presented and introduced testimony and exhibits that a valid contract, the fee agreement, had been entered into; that Morrison had complied with the contract and billed Meeker/Blasco throughout the representation; and that Meeker/Blasco failed to pay the bill after proper demand. At no time did Meeker/Blasco present any testimony or evidence to the Trial Court about any error or issue with the billing, other than the testimony of one witness, Rebecca Blasco, Daniel Blasco's wife, who testified that she found "several mistakes in the invoices" and that they had billed for work after they dropped the case. Other than the reference to the collection charge, which the witness deemed work being done after the withdrawal, no testimony nor evidence was presented as to any specific charge or billing entry which was in error. The only evidence relied upon by the Trial Court was the evidence submitted by Morrison.

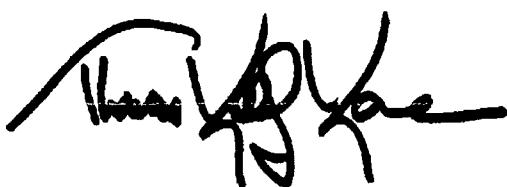
V. ORDER ON APPEAL

The judgment of the Trial Court is AFFIRMED.

Absent further appeal, a mandate will issue in 42-days.

Dated this 26th day of June, 2023.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Thomas K. Kane".

THOMAS K. KANE
DISTRICT COURT JUDGE

Colorado Supreme Court 2 East 14th Avenue Denver, CO 80203	DATE FILED: January 22, 2024
Certiorari to the District Court, El Paso County, 2023CV19 County Court, El Paso County, 2021C37907	
Petitioner: Maria Meeker, v.	Supreme Court Case No: 2023SC621
Respondent: Marrison Family Law LLC.	
ORDER OF COURT	

Upon consideration of the Petition for Writ of Certiorari to the District Court of El Paso County and after review of the record, briefs, and the judgment of said District Court,

IT IS ORDERED that said Petition for Writ of Certiorari shall be, and the same hereby is, DENIED.

BY THE COURT, EN BANC, JANUARY 22, 2024.

Appendix C