



Tara Gaschler Salinas
tara@salinaslawgroup.com
Direct: 303-525-4171

2022 STUDENT LOAN FEE AGREEMENT

Client, _____, ("I" or "Me") wish to retain the Salinas Law Group LLC ("SLG") to assist me with resolving my student loan problems and to help me manage my student loan debt by using information provided by me to SLG.

1. Scope of the Agreement

This Fee Agreement ("Agreement") is a contract to represent only the above-named Client(s) whose signature(s) appears on the signature portion below. To the best of the Client(s)' knowledge, there ☐ **IS** or ☐ **IS NOT a co-signer, endorser, or another responsible party on this debt, either now or at any time in the past. If you checked the possibility there is another responsible party on this debt please list their full name, relationship to you here.**

Name of co-debtor

Relationship to you

No Warranty or Guaranty: I understand that SLG cannot warranty or guarantee that the recommendations will be sufficient to achieve my objectives. I understand there are many factors that determine the success and failure of student loan remedies and SLG is prohibited by law from guaranteeing a result.

Initials: _____

Effective Date of Agreement: This Agreement is effective when I have (a) signed this Agreement and (b) made the required Initial Payment, as outlined below.

2. Student Loan Legal Services Payment Terms

I have reviewed the "Description of Student Loan Services to Be Provided" in the attached Supplement A and understand that the fees due under this agreement are as follows:

Section:	Description of Services:	Flat Fees:	Hourly Retainer:
	Total Fees/Retainers:	\$	\$

Initial Payment:

I agree SLG will not begin any work until I pay the **Initial Payment** of \$ _____. This amount may represent all or a portion of the Total Flat Fees and Total Hourly Retainer. The Initial Payment will be applied to Flat Fees first, than any balance remaining to the Hourly Fee Retainer due.

Payment Plan:

SLG agrees to accept payments on the balance of \$_____ payable towards myTotal Flat Fees and Total Hourly Retainer as follows:

Frequency	Periodic Amount	Start Date	# of Payments	Amount Paid
<input type="checkbox"/> Bi-Weekly				
<input type="checkbox"/> Semi-Monthly				
<input type="checkbox"/> Monthly				
<input type="checkbox"/> Lump Sum				

Flat Fees: For services billed as Flat Fees, as indicated on Supplement A, I agree to pay SLG the flat fee in advance of any work performed by SLG. This fee is not contingent on the outcome of the implementation of the recommendation(s). This fee is earned on receipt and will not be deposited into SLG's COLTAF account.

Hourly Fees: For services billed on an hourly basis, I agree to pay SLG an hourly fee at the attorney rate of \$375.00 per hour, paralegal rate at \$150.00 per hour, and law clerk/secretary rate at \$95.00 per hour. All time is billed in six (6) minute increments. Hourly fees are not contingent on the outcome of the implementation of the recommendation(s). I agree to pay hourly fees whether the implementation of the recommendation(s) is successful or not.

Hourly Fee Retainers

SLG require a retainer for all hourly fee services. The amount of the Hourly Fee Retainer is specified above. Hourly Fee Retainers are deposited into SLG's COLTAF Account and will be applied toward future billings as invoiced. The retainer balance in the COLTAF Account, after deducting the fees and expenses for each billing cycle, will be shown on my statement. Whenever the Hourly Fee Retainer balance is exhausted, I agree to do one of the following: pay my bills as they come due, forward to SLG the amount necessary to bring the retainer back to its original amount, or forward a different amount as requested by SLG. SLG will refund any unused portion of the retainer at the conclusion of its representation.

Use of COLTAF Account. All funds remitted to SLG will be held in a COLTAF account until the fees are earned. By signing this fee agreement, Client agrees that all interest earned on those funds is not property of the Firm or Client. COLTAF, Colorado Lawyer Trust Account Foundation, is a non-profit foundation that uses interest collected on attorney trust accounts to support a variety of programs for low-income individuals, the under privileged, and victims of domestic violence. As fees are earned by SLG, an invoice will be prepared and mailed to you, as detailed below. When the invoice is mailed, the funds will be moved from the COLTAF account to the operating account of the SLG and considered earned.

Invoicing

SLG will invoice you at least quarterly for hourly work performed on your behalf. The invoice states the fees and itemize expenses related to your matter and show charges for any advanced costs, as described below. Invoices are sent to the address on file and are payable within thirty (30) days. Each invoice bears interest at eight percent (8%) per annum, compounded monthly, accruing from thirty (30) days after each invoice date until paid. You agree that SLG may withdraw from representing you if I am not paid in a timely manner.

Advanced Costs:

Costs are extra and are **NOT** included in the Fees above. I agree to pay or reimburse SLG for all costs and expenses incurred by SLG while representing me. Costs may include, but are not limited to, copy, fax, and postage/delivery costs; credit report fees; court and filing fees; research fees; if necessary. Discovery costs including process server, expert witness, court reporter fees; mediator fees; investigation expenses; and travel expenses (including any such costs outsourced to third party vendors). SLG may advance certain costs by paying them and having me reimburse them or I may need to pay the vendor myself.

In litigation, if I authorize filing or defending a lawsuit, and I am the losing party, the court may assess certain litigation-related Costs against me as the losing party. These court-awarded Costs will be my sole responsibility.

Initials: _____

These advanced costs have been explained to me, and I authorized SLG to bill me for these costs which are not contingent on the outcome of my case. Such Costs must be paid regardless of the outcome.

Methods of Payment:

SLG accepts payment by cash, debit card, credit card, money order, check, or 3rd party debit or credit cards.

How Funds are Earned by SLG:

- Invoices will be sent at least quarterly for fees and costs will be due as work is performed by SLG or vendors.
- Unearned fees are initially deposited into SLG's trust account. Flat fee funds are transferred from SLG's trust account to SLG as funds are earned.
- SLG may also seek legal fees from opposing parties in my case and as awarded by the court.
- In the event I change my mind about my case or SLG no longer represents me, then fees and costs are earned as outlined above. Any fees not yet earned, or deposits for costs not yet incurred, if any, will be refunded without interest within 30 days.

3. Client Duties, Responsibilities, and Advisements

Client Involvement:

I agree to be actively involved and make requested decisions. I understand that SLG may need me to collect information or documents, fill out forms, make contact with certain people at SLG's direction, and obtain other information which may be used as evidence. I agree to do the things that SLG asks me to do in a timely fashion. SLG will give me opinions about my case, but I understand that I may have to make many decisions based on their recommendations, including whether to accept a compromise or settlement.

Client Responsibilities:

As a Client I acknowledge I have important responsibilities and agree to the following:

- I agree it is MY RESPONSIBILITY to supply all requested material information and documentation to SLG in a timely manner, to sign necessary authorizations, to stay in communication with SLG, and to make full and complete disclosure of all relevant and requested information. My failure to do so may result in my legal rights being damaged, jeopardized or forfeited and will terminate this agreement.
- It is MY responsibility to pay legal fees and costs. Nonpayment, or late or partial payment(s), of amounts owed under this Agreement may be considered a material breach of the Agreement and

may result in the immediate cessation of work on my behalf.

- It is MY responsibility to stay in communication with SLG while they are working on my case, including advising SLG of changes in MY address, phone or email address.
- It is MY responsibility to make full, complete and accurate disclosure of the requested information and my failure to do so may be ground for SLG's withdrawal as my attorney.

NSLDS™ FSA ID and LOG IN Authorizations:

I hereby grant SLG a Limited Power of Attorney to obtain and use my NSLDS™ FSA ID and other student loan identification numbers, logins, and/or passwords for the **sole** purpose of gathering my student loan information for use in the course of my representation. Initials: _____

Stopping Legal Proceedings:

I understand that only a filed bankruptcy may stop civil legal proceedings against me. Failure to retain SLG in enough time to stop a civil legal proceeding may result in default, judgment, garnishment, non-discharge ability of a debt, or other negative outcomes. Retaining an attorney by itself will not stop legal proceedings.

Initials: _____

Authorizations for Communication and Use of Information:

I hereby give permission for SLG to communicate with me in person, verbally, and in writing, including by email or text. By signing this Agreement, I hereby give permission for SLG to use a summary of my case, without identifying me by name and without further consent, in generating or issuing marketing materials (in all formats) including but not limited to press releases, blog posts, websites, newsletters, videos, etc.

Document Retention:

I hereby agree that SLG may destroy my file if SLG is no longer representing me in any matter, there is no matter that is on appeal, and two years have passed since the end of activity on my file or two years have elapsed since there has been any contact with SLG or after making reasonable efforts to contact me, SLG cannot contact me.

Tax Consequences:

I acknowledge that SLG are not tax attorneys. While SLG may discuss tax related topics with me, I understand there may be tax consequences to my actions and choices. I acknowledge that I am not being given complete individualized tax advice in relation to my student loans. I have been strongly encouraged to seek and rely on tax advice from a professional accountant or tax preparer or tax attorney concerning any tax matters

Disputes:

Disputes concerning this Agreement shall be settled first by mediation. Costs and fees of such mediation shall be borne by the party bringing the action. In the unlikely event of litigation, Attorney's fees and costs shall be paid by the non-prevailing party.

Cancellation by Written Notification:

SLG may cancel this Agreement and withdraw from representation at any time for any reason based upon its sole discretion. However, if any lawsuit is filed in this case, SLG may withdraw only by agreement with me or by filing a Motion to Withdraw which is granted by the Court. Client may cancel representation in writing subject to the terms of this Agreement, especially "Funds Earned by SLG" above.

Signature:

Once retained, I hereby authorize my SLG Attorney to sign necessary documentation on MY behalf if I have been advised verbally or by email/fax of the document particulars and only if I cannot get an actual signed document to the SLG Attorney by the required date.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell : _____

Email: _____



Client Signature: _____ Date _____

Attorney Signature: _____ Date _____

Supplement A
Description of Student Loan Services to Be Provided:

1. Federal Repayment Plan(s):		
	1.1 Loan Review	\$
	1.2 Repayment Program Enrollment	\$
	1.3 Annual Re-evaluation	\$

2. Federal Loan Standard Consolidation/Repayment Program Enrollment		
	2.1 Standard Consolidation	\$
	2.2 Repayment Program Enrollment	\$
	2.3 Annual Re-evaluation	\$
	2.4 Other: (describe)	\$

3. Federal Loan Forced Consolidation		
	2.1 Forced Consolidation	\$
	2.2 Repayment Program Enrollment	\$
	2.3 Annual Re-evaluation	\$

4. Federal Rehabilitation of Defaulted Loans		
	4.1 Rehabilitation	\$
	4.2 Reasonable & Affordable Rehabilitation	\$
	4.3 Post-Default Repayment Program Enrollment	\$
	4.4 Annual Re-evaluation	\$
	4.5 Other: (describe)	\$

5. Federal Administrative Wage Garnishment/SSA Offset /Social Security or Tax Offset of Loans		
	Single Servicer	
	5.1.1 AWG Reasonable & Affordable Rehabilitation	\$
	5.1.2 Post-Rehabilitation Repayment Program Enrollment	\$
	Multiple Servicers	
	5.2.1 AWG Reasonable & Affordable Rehabilitation	\$
	5.2.2 Post-Rehabilitation Repayment Program Enrollment	\$
	5.3 Request for Hearing	\$
	5.4 Annual Re-valuation	\$
	5.5 Other: (describe)	\$

6. Application for Federal Special Loan Forgiveness		
	6.1 Special Loan Forgiveness Eligibility Determination	\$
	6.2 Loan Consolidation for Eligibility	\$
	6.3 Public Service Loan Forgiveness Initial Submission (Government or 501(c)(3))	\$
	6.4 Annual Re-submission	\$
	6.5 Final Application	\$
	6.6 2018 Special Tax Budget Relief	\$
	6.7 Teacher Loan Forgiveness Application (5 Years)	\$
	6.8 Perkins Forgiveness	\$
	6.9 Other Forgiveness:	\$

7. Application for Federal Administrative Discharges		
	7.1 Total and Permanent Disability	\$
	7.1.1 with 3 Year Monitoring	\$
	7.2 False Certification (ID Theft/Forgery/Unauthorized Signature)	\$
	7.3 Ability to Benefit (GED/	\$

Supplement A
Description of Student Loan Services to Be Provided:

	7.4 Unable to Meet Minimum Job Requirements	\$
	7.5 School Closure (enrolled within 120 days of closure)	\$
	7.6 Borrower Defense to Repayment	\$
	7.7 Unpaid Refund	\$
	7.8 Death	\$
	7.9 Appeal of Denial	\$
	7.10 Other: (describe)	\$

8. Federal Loan Declaratory Judgment

	8.1 Describe: _____	\$
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9. Bankruptcy Adversary Proceeding

	9.1 Adversary with Complaint and Settlement Negotiation Prior to Discovery	\$
	9.2 Adversary through Discovery and Settlement Negotiation	\$
	9.3 Adversary through MSJ, MSJ Response, & Settlement Negotiation	\$
	9.4 Adversary Trial including pre-trial conferences, pre-trial preparation & trial	\$
	9.5 Post-Judgment Debt Negotiation	\$
	9.6 Other: (describe)	\$

10. Federal Loans – Other

	10.1 Deferment	\$
	10.2 Forbearance	\$
	10.3 Servicemember Special Relief	\$
	10.4 Describe: _____	\$

11. Private Loan Resolution

	11.1 Judgment Proof Counseling	\$
	11.2 Co-Signer Issues	\$
	11.3 Pre-Litigation Debt Settlement Negotiation	
	11.3.1 Settlement Agreement Review Only	\$
	11.3.2 Other: (describe)	\$
	11.4 Lawsuit Defense	
	11.4.1 Pre-Answer Settlement Negotiation	\$
	11.4.2 Litigation with Answer and Settlement Negotiation Prior to Discovery (plus filing fees for county or district court)	\$
	11.4.3 Litigation through Discovery and Settlement Negotiation	\$
	11.4.4 Litigation through MSJ, MSJ Response, & Settlement Negotiation	\$
	11.4.5 Trial including pre-trial conferences, pre-trial preparation & trial	\$
	11.4.6 Post-Judgment Debt Negotiation	\$
	11.5 Defenses: ID Theft/Forgery/Unauthorized Signature	\$
	11.6 Other: (describe)	\$