

AGREEMENT

This Independent Contractor Agreement is entered into between the law firm of Dewey, Chetum and Howe (the “Firm”) and Paul Murphy, MSLA (the “Independent Contractor”) and is effective on the date it is fully executed by the Parties for the specific Project described herein. The Project for which the Firm is hiring the Independent Contractor will begin on the date of the full execution of this Agreement and will complete no later than twenty-five (25) days following and inclusive of the date of the full execution of this Agreement. The Firm and the Independent Contractor are referred to in this Agreement together as the “Parties.”

1. INDEPENDENT CONTRACTOR’S DUTIES. The Independent Contractor will provide the Firm with the following services and products consistent with generally accepted industry standards for the Independent Contractor's customary services and product, including but not limited to the Fed. R. Civ. P. 34:
 - a) Find within the warehouse located at 5280 Mince Ave., Denver, CO and organize the paper records of the Firm’s client, Pearl Development, Inc. (the “Client”), pertaining only to real estate investments in Colorado (the “Responsive Documents”);
 - b) Summarize the Responsive Documents for the Firm to include the identity of any persons and/or entities that may require redacting;
 - c) Indicate all redactions of references to privileged or non-relevant information in a “Privilege Log”;
 - d) Copy, scan and Bates number all Responsive Documents;
 - e) Provide the Firm with two sets of hard copies of the Responsive Documents by day 23 of the Project:
 1. One Bates numbered set without redaction;
 2. One Bates numbered set identical to the set in “1(e)(1)” but with redactions, for production to opposing counsel “as they are kept in the usual course of business” as well as organized and labeled “to correspond to the categories in the request” in compliance with Fed. R. Civ. P. 34;
 - f) Provide the Firm with exact duplicates of the two sets of Responsive Documents in “1(e)(1 & 2) above, each set separately on DVD discs and on USB flash drives by day 23 of the Project.
2. SCOPE OF AGREEMENT. In compliance with Colo. Rev. Stat. Ann. § 8-40-202(2)(b)(II) and § 8-70-115(1)(C), the Parties agree that the Firm will not:
 - a) Require the Independent Contractor to work exclusively for the Firm;
 - b) Establish a quality standard for the Independent Contractor, oversee the actual work or instruct the Independent Contractor as to how the work is to be performed, except the Parties agree as stated in “1” above that the Independent Contractor's services and products will be consistent with generally accepted industry standards for the Independent Contractor's customary services and products;

- c) Pay the Independent Contractor a salary or hourly rate, but rather will pay only the compensation stated in “3” below;
 - d) Terminate the Independent Contractor's current services for particular work the Independent Contractor accepts from the Firm unless the Independent Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications of this Agreement;
 - e) Provide more than minimal training for the Independent Contractor;
 - f) Provide tools or benefits to the Independent Contractor;
 - g) Dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established through a written Agreement mutually acceptable to both Parties for particular work the Independent Contractor accepts from the Firm;
 - h) Pay the Independent Contractor individually if the Independent Contractor is an individual; instead, the Firm will make all compensation checks payable to the trade or business name under which the Independent Contractor does business; or
 - i) Combine its business operations in any way with the Independent Contractor's business, but instead both Parties will maintain their own operations as separate and distinct.¹
3. COMPENSATION. The Firm will personally pay the Independent Contractor a flat fee of \$7,500.00, plus any invoiced amounts for rentals and supplies as described herein with payment divided as follows, contingent solely on the terms of this Agreement:
- a) \$2,500.00 on the date the Agreement is fully executed by the Parties;
 - b) \$2,500.00 upon confirmation that the Independent Contractor has found and organized the Responsive Documents and submits the summary indicated in “1(b)”, on or before the tenth (10th) day following the date of full execution of the Agreement;
 - c) \$2,500.00 plus any invoice amounts for rentals and supplies by the Independent Contractor upon production of the Responsive Documents as indicated in “1(c)” accompanied by a written response specific to the request for production of documents, on or before the twenty-third (23rd) day following the date of full execution of the Agreement; and
 - d) This Agreement will operate as a statement for required completion steps and as an Invoice for the incremental payments described in “3(a-c)”.
4. EQUIPMENT, PERSONNEL, AND COSTS. The Firm agrees to reimburse the Independent Contractor for rental of necessary equipment, for any reasonable costs incurred by the Independent Contractor, and to provide one person employed by the Firm to assist the Independent Contractor at his direction for the duration of the Project, as follows:

¹ 16A Colo. Prac., Emp. L. & Prac. Handbook § 7.7 (2012 ed.)

- a) The Independent Contractor will rent a continuous feed scanner/copier capable of copying at least fifty-five (55) pages per minute for the Project;
 - b) The Firm will provide one (1) able-bodied assistant capable of lifting at least forty (40) pounds and operating the scanner/copier referred to in “4(a)” above to be present each day from 8:00 am to 5:00 pm at the Project location to assist the Independent Contractor with moving, scanning, copying, and finalizing the Responsive Documents for production;
 - c) The Firm will make available an associate or attorney completely familiar with the litigation involving the Client to whom the Independent Contractor will report and have immediate access by telephone for questions pertinent to the Project, and;
 - 1. The attorney provided by the Firm is responsible for conducting all conflict checks involving the Client and all entities identified in the Responsive Documents;
 - 2. The Independent Contractor is responsible for identifying and informing the Firm of any possible conflict of interest for the Independent Contractor involving entities identified in the Responsive Documents;
 - 3. The attorney will, upon request of the Independent Contractor, clarify in writing any oral directions and transmit the written directions by email.
 - d) The Firm will reimburse the Independent Contractor for all supplies necessary in the successful completion of the Project, including but not limited to:
 - 1. Copy paper;
 - 2. Toner;
 - 3. Pens and legal pads;
 - 4. Two Recordable -R DVD's; and
 - 5. Two 8GB flash drives.
 - e) The Independent Contractor will provide his personal:
 - 1. Computer with internet access; and
 - 2. One hand truck capable of a 300-pound vertical capacity for moving Bankers Boxes of the Client's files.
5. CONFIDENTIALITY AGREEMENT. The Independent Contractor will execute a confidentiality agreement reasonably acceptable to the Firm before gaining access specifically to the Client's and generally to the Firm's records.
6. ARBITRATION. Any dispute or claim that arises out of or that relates to this employment agreement, or to the existence, scope, or validity of this agreement, or that relates to the breach of this agreement, or that arises out of or that is based upon the employment relationship shall be resolved by arbitration in accordance with the effective arbitration rules of the American Arbitration Association.

William (Paul) Murphy
872622076
Professor Leslie Ranniger
LAWS-4420-101

7. HEIRS, SUCCESSORS, AND ASSIGNS. Neither the Firm nor the Independent Contractor may assign this Agreement. This Agreement shall be binding, however, on the heirs and successors of both the Firm and the Independent Contractor.
8. TAX CONSEQUENCES. The Firm makes no assurances or representations as to the favorability or unfavorability of the tax impact of the contemplated transaction or documentation, and expressly discloses that the Firm is not an expert in tax matters and does not do tax planning.
9. ENTIRE AGREEMENT; AMENDMENT; ENFORCEABILITY; INTERPRETATION. This Agreement expresses the Parties' entire understanding about its subject matter and is the only agreement, promise or understanding on which the Parties are relying in performing the duties this Agreement describes. The only way this Agreement may be amended, changed or waived will be through a written document the Parties sign. This Agreement is enforceable by and against each Party and anyone else who has or who obtains rights under this Agreement from either Party. This Agreement will be interpreted and enforced under Colorado law. No part of this Agreement should be construed against either Party on the basis of authorship. Any unenforceable provision of this Agreement will be modified to the extent necessary to make it enforceable or, if that is not possible, will be severed from this Agreement, and the remainder of this Agreement will be enforced to the fullest extent possible.²

FIRM:

INDEPENDENT CONTRACTOR:

By: _____
Title: _____

By: _____
Title: _____

[illegible]

Subscribed and sworn before me on the _____ day of _____.

Witness my hand and official seal: _____.

My Commission Expires: _____.

Address: _____.

² *Id.*