


District Court, Denver County Colorado  Court Address: 1437 Bannock Street, Room 256; Denver Colorado 80202	
Plaintiff: Consumer Crusades, Inc.  v.  Defendants: MBA Financial Group, Inc., a Colorado Corporation, et al.	<input type="checkbox"/> <b>Court Use Only</b> <input type="checkbox"/>
Attorney for Defendant Douglas A. Turner, Esq. 602 Park Point Drive, Suite 240, Golden, Colorado 80401  Phone: (303) 273-2923      Fax: (720) 746-3027 E-mail: DTurner@DouglasTurner.com Atty. Reg. No. 22564	Case Number: 04 CV 4841  Division: 5      Courtroom:
<b>DEFENDANTS MOTION FOR ATTORNEYS FEES</b>	

**COMES NOW** Defendant, MBA Financial Group, Inc., through counsel, Douglas A. Turner, of Douglas A. Turner, P.C., and files this Motion for Attorneys Fees pursuant to § 13-17-201, C.R.S. and C.R.C.P. 121, Section 1-22 and states as follows:

1. § 13-17-201, C.R.S. provides for reasonable attorneys fees in “all actions brought as a result of ... injury to ... property occasioned by the tort of any other person, where any such action is dismissed on motion of the defendant prior to trial under rule 12(b) of the Colorado rules of civil procedure.”
2. Plaintiff’s case was dismissed prior to trial pursuant to rule 12(b)(1).
3. According to Plaintiff, the action is one for injury to person or property. See Complaint, ¶ 12 requesting actual damages for injury due to unsolicited faxes.
4. The amount of the attorneys’ fees is \$2,909.92. See attached billing records.
5. The fees are calculated based upon an hourly rate of \$175.00 per hour for attorney time and \$95.00 per hour for legal assistant time.

WHEREFORE, Defendant respectfully requests judgment be entered against Plaintiff and in favor of Defendant MBA Financial Group, Inc. in the amount of \$2,909.92, and for such other and further relief as this Court deems just and proper.

Dated this 29<sup>th</sup> day of October 2004.

  
\_\_\_\_\_  
Douglas A. Turner, Esq. Reg. No. 22564

**CERTIFICATE OF MAILING**

I certify that on this 29th day of October 2004 a true and correct copy of the foregoing *Defendants Motion for Attorneys' Fees* was placed in the U.S. mail, postage prepaid, addressed to the following or by electronic filing and/or service:

A.M. Demirali  
The Demirali Law Firm  
875 S. Colorado Blvd., Box 662  
Denver, Colorado 80246

Catherine A. Carel



MBA Financial Group, Inc.  
Mr. Dale Finney  
50 S. Steele Street, Suite 260  
Denver CO 80209

July 12, 2004

*In Reference To:* For Professional Services rendered regarding consumer Crusade  
v. MBA Financial Group, Inc. and Dale Finney

Invoice #10774

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
6/24/2004	DAT Litigation Review and revise Motion to Dismiss (actual 3 hours)	1.50 175.00/hr	262.50
6/28/2004	DAT Litigation Continue to draft Brief in Support of Motion to Dismiss.	2.42 175.00/hr	422.92
6/29/2004	DAT Litigation Continue revisions to Brief in Support of Motion to Dismiss; telephone conference with client.	1.75 175.00/hr	306.25
6/30/2004	DAT Litigation Conference with client.	2.00 175.00/hr	350.00
7/1/2004	CAC Litigation Review and revise Motion to Dismiss; review and revise Brief in Support of Motion to Dismiss; review and revise Answer for MBA Financial; review and revise Answer for Dale Finney; efile Motion to Dismiss; efile Brief in Support of Motion to Dismiss.	0.80 95.00/hr	76.00
	DAT Litigation Telephone conference with Tim Essling.	0.25 175.00/hr	43.75
	DAT Litigation Draft Answer and revise Motion to Dismiss.	1.25 175.00/hr	218.75
	<b>For professional services rendered</b>	<b>9.97</b>	<b>\$1,680.17</b>
7/6/2004	Payment - thank you. Check No. 11775		(\$500.00)

	<u>Amount</u>
<b>Total payments and adjustments</b>	<b>(\$500.00)</b>
<b>Balance due</b>	<b><u>\$1,180.17</u></b>



# Douglas A. Turner, P.C.

602 Park Point Drive, Suite 240, Golden, Colorado 80401  
303.273.2923 | Fax 720.746.3027 | 800.850.0607  
<http://www.douglasturner.com>

MBA Financial Group, Inc.  
Mr. Dale Finney  
50 S. Steele Street, Suite 260  
Denver CO 80209

August 04, 2004

*In Reference To:* For Professional Services rendered regarding consumer  
Crusade v. MBA Financial Group, Inc. and Dale Finney

*Invoice #* 10827

## Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
7/29/2004 DAT Litigation Draft Motion to Dismiss.	1.25 175.00/hr	218.75
<b>For professional services rendered</b>	<b>1.25</b>	<b>\$218.75</b>
<b>Previous balance</b>		<b>\$1,180.17</b>
7/14/2004 Payment - thank you. Check No. 11831		(\$500.00)
7/29/2004 Payment - thank you. Check No. 11877		(\$600.00)
<b>Total payments and adjustments</b>		<b>(\$1,100.00)</b>
<b>Balance due</b>		<b>\$298.92</b>



MBA Financial Group, Inc.  
Mr. Dale Finney  
50 S. Steele Street, Suite 260  
Denver CO 80209

September 16, 2004

*In Reference To:* For Professional Services rendered regarding Consumer  
Crusade

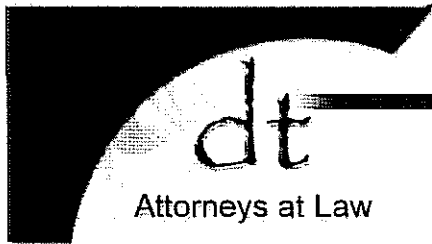
*Invoice #* 10899

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
8/12/2004	DAT Litigation Begin drafting reply. (2.5 hours spent; 1.5 hours charged)	1.50 175.00/hr	262.50
8/16/2004	DAT Litigation Continue drafting reply to Motion to Dismiss.	1.75 175.00/hr	306.25
8/17/2004	DAT Litigation Finalize Reply to Motion to Dismiss	0.92 175.00/hr	160.42
8/18/2004	CAC Litigation Efile Reply to Motion to Dismiss and arrange for service.	0.30 95.00/hr	28.50
8/20/2004	DAT Litigation Telephone conference with Jim Demirali; telephone conference with client regarding potential to settle.	0.50 175.00/hr	87.50
8/24/2004	DAT Litigation Review various research documents of fax cases filed in Colorado; telephone conference with local attorney regarding Demirali filings; telephone conference with Susan Beck to request copies of faxes and assignments.	0.25 175.00/hr	43.75
	DAT Litigation Review various research documents of fax cases filed in Colorado; telephone conference with local attorney regarding Demirali filings.	0.25 175.00/hr	43.75

	<u>Hrs/Rate</u>	<u>Amount</u>
9/1/2004 DAT General Review Consumer Crusade Response to our Reply.	0.33 235.00/hr	78.33
<b>For professional services rendered</b>	<b>5.80</b>	<b>\$1,011.00</b>
Additional Charges :		
	<u>Qty/Price</u>	
8/16/2004 CAC E-filing Efiling and service	178 0.00	NO CHARGE
<b>Total costs</b>		<b>\$0.00</b>
<b>Total amount of this bill</b>		<b>\$1,011.00</b>
<b>Previous balance</b>		<b>\$298.92</b>
8/11/2004 Payment - thank you. Check No. 11904		(\$298.92)
9/14/2004 Payment - thank you. Check No. 12019		(\$1,011.00)
<b>Total payments and adjustments</b>		<b>(\$1,309.92)</b>
<b>Balance due</b>		<b>\$0.00</b>





July 13, 2004

MBA Financial Group, Inc.  
Mr. Dale Finney  
50 Steele St., Suite 260  
Denver, Colorado 80209

RE: Representation of MBA Financial Group, Inc. in matter of Consumer  
Crusades, Inc. v.

Dear Dale:

The purpose of this letter is to set forth the agreement, in writing, we have  
discussed relative to Consumer Crusades, Inc. v. MBA Financial Group, Inc.

We agree to act as your attorney, to represent you, and to provide professional  
services for you as follows:

Description of Services: *To defend MBA Financial Group, Inc. in Denver District  
Court, Case No. 04 CV 4841*

Our legal services will be billed at an hourly rate. Our regular fees are based  
upon the following hourly rates:

1. One Hundred Seventy-Five Dollars (\$175.00) per hour of time spent on  
the matter by Mr. Turner.
2. One Hundred Fifty-Five Dollars (\$155.00) per hour of time spent on the  
matter by estate planning paralegal personnel.
3. Ninety-Five Dollars (\$95.00) per hour of time spent on the matter by legal  
assistants.

We provide the services without a retainer or advance. We do, however, expect  
you to pay the above quoted fees for legal services rendered by us, and costs and advances  
incurred within ten days of receipt of a statement.

In the event your statement is not paid when due as stated above, a late charge of 1½% per month may be added to the amount due and unpaid, in our discretion, and we may cease work for you upon ten days' written notice to you advising you of our intention to do so.

Ethical considerations governing the practice and behavior of lawyers require us to advise you that circumstances may require us to withdraw from representing you. This has seldom occurred in our practice. Nevertheless, we may withdraw and terminate our representation for just cause by notifying you in writing. Any such withdrawal will be without prejudice to you as provided by the Code of Professional Conduct (the "Rules") for lawyers and applicable court rules. Some examples of reasons for withdrawal include, but are not limited to, failure to pay your bill, failure to cooperate with us, and any action or request by you that would require us to violate the Rules.

When our engagement in your matter ends, we will return the documents and other materials provided by you, at your request. This includes, for instance, temporary orders, permanent orders, and any other court filed documents. We may retain copies of these documents and materials, but may charge for reproducing copies. We retain copies for record purposes and to be sure we have copies available if you are unable to locate the original documents at a later time. Any materials left with us after the engagement ends may be retained by us or destroyed, at our discretion. We may retain, at our expense, certain copies of all documents generated or received by us in the course of our representation. If you request copies of documents generated by us, as opposed to documents and materials furnished by you, copies that we generate will be made at your expense.

Our files pertaining to your matter will be retained by the firm (as opposed to being sent to you). These files include, 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, notations, internal memoranda, legal research, and factual research). Any documents that are retained by the firm will be transferred to the company responsible for our records retention program. For various reasons, including the minimization of storage expenses, the firm reserves the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of our engagement. All documents or materials retained by us, stored in our records retention program or destroyed, are held and processed in a confidential manner.

As part of our ongoing commitment, we will strive to do the following:

*To treat you with respect and courtesy.*

*To handle your legal matter competently and diligently, in accordance with the highest standards of the profession.*

*To exercise independent professional judgment on your behalf.*

MBA Financial Group, Inc.  
July 13, 2004  
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*To charge a reasonable fee and to explain, in advance, how that fee will be computed and billed.*

*To return telephone calls promptly.*

*To keep you informed and provide you with copies of important papers.*

*To respect your decisions on the objectives to be pursued in your case, as permitted by law and the rules of professional conduct.*


*To preserve the client confidences learned during our relationship.*

*To exhibit the highest degree of ethical conduct in accordance with the Code of Professional Responsibility/Model Rules of Professional Conduct.*

If you have any questions or do not understand the nature of our professional representation, do not hesitate to ask questions, now or at any time.

We feel fortunate to represent you and will do everything possible to justify the trust you have placed in us.

Very truly yours,  
DOUGLAS A. TURNER, P.C.

  
Douglas A. Turner

DAT

I have read the foregoing and have consulted with Douglas A. Turner on the subject of him acting as attorney for MBA Financial Group, Inc., and consent to his representation of MBA Financial Group, Inc., subject to the foregoing conditions.

By:

  
MBA Financial Group, Inc.  
Dale Finney, President