

From: [Christopher Gregory](#)
To: ["Indep. Ethics Comm'n"](#)
Subject: RE: Engagement Agreement
Date: Friday, October 23, 2026 12:46:31 PM
Attachments: [image001.png](#)
[image002.png](#)

DATE FILED
October 23, 2026 9:46 PM
FILING ID: FFA7C364D164E
CASE NUMBER: 2026C30766

Hi Dino,

I have been down with the flu most of this week, so I apologize for my delay in responding.

I appreciate you sending this. I was disappointed to learn that Deputy Attorney General Lee Reichert approved this SAAG appointment when he had considerable personal knowledge of the background and conflicts involved. Given the Commissioners' obligations under Sec. 18-8-404, C.R.S. (First-Degree Official Misconduct), are the Commissioners now further willing to revisit their dismissal and non-disqualification decisions *sua sponte*? I will be supplementing the petitions for civil protection orders that I have filed against Jane B. Cox and others to include the engagement agreement. Additionally, I will supplement the record in the separate action I have now filed to compel prosecution—*Gregory v. Dougherty*, Boulder County (Longmont) Case No. 26C30788. Please let me know if you need any of the court filings from these cases to better inform the IEC's decision making.

If we do not communicate before, I hope that you have a good weekend.

Warmest regards,
Christopher Gregory



201 Coffman St., #1822, Longmont, CO 80502

● Phone: 970.648.0642 ● Fax: 970.648.0643 ●

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From: Indep. Ethics Comm'n <iecinfo@state.co.us>
Sent: Wednesday, October 21, 2026 9:48 AM
To: Christopher Gregory <cspgregory@thegregorylawfirm.net>
Subject: Engagement Agreement

Mr. Gregory,



Pursuant to Rule 21(I) of the Commission's [Rules of Procedure](#), and the affirmative vote of the Commission, I am releasing to you the engagement agreement you requested. Please see attached.

Thank you,

Dino Ioannides
Executive Director
Colorado Independent Ethics Commission
1300 Broadway, Suite 240, Denver, CO 80203
iecinfo@state.co.us | [\(303\) 223-0110](tel:(303)223-0110) | iec.colorado.gov



ENGAGEMENT AGREEMENT

June 2, 2026

Lee Reichert
Deputy Attorney General
Revenue & Regulatory Law Section
Colorado Department of Law
1300 Broadway, Suite 240
Denver, CO 80203
Lee.Reichert@coag.gov

Re: Legal Services

Dear Mssrs. Ioannides and Reichert:

Thank you for asking Recht Kornfeld, P.C. (the “Firm”) to provide legal assistance to the Independent Ethics Commission (the “IEC”) in connection with current and potentially future complaint(s) filed by Christopher Gregory with the IEC. This letter will set forth our agreement regarding the Firm’s representation, including the billing of our fees and costs. Please review this Engagement Agreement (“Agreement”) and advise me if there is anything you wish to discuss, change, or clarify.

1. The Client. The IEC is the client. The Colorado Department of Law, which also represents the IEC as its general counsel, is the financially responsible party (“Third Party Payor”). The Third Party Payor will issue you a Purchase Order. To the extent of any conflict between the terms of this engagement Agreement and the Purchase Order, the Purchase Order will prevail.

The Executive Director of the IEC (currently, Dino Ioannides) will be our primary contact with the IEC. Invoices will be directed to Lee Reichert, Deputy Attorney General -Revenue & Regulatory Law, for payment. Mr. Reichert will be responsible for oversight of this matter for the Third Party Payor, but have no ability to direct or influence our work in this matter.

2. Scope of Representation. My understanding of our representation is as follows: provide legal advice and representation to the IEC in connection with current and potential future complaint(s) filed by Christopher Gregory which we understand identify (1) DOL employee(s) as respondents and/or implicate DOL employee(s) as potential witnesses; and (2) identify non-DOL employee(s) as respondents but are transactionally related to the complaints that identify DOL employee(s) as respondents or witnesses.

If this description of our representation is not a correct summary of what you have asked us to undertake, please let me know immediately. Our engagement is limited to performance of the services described above and does not involve an undertaking to provide other services or to represent you in any other matter.



3. Retainer Fee. You are not required to submit an advance retainer for this matter.

4. Hourly Rate - Legal Fees. Our fees for legal services will be determined by our hourly rates for the time spent on your matter. The Firm's hourly rates are as follows:

Jane B. Cox, Partner: **\$400/hour** (*reduced rate*);

Our rates generally change each year on January 1st and we will notify you of any changes in the first billing statement that includes the charges for any adjusted rate. The changes in our rates, however, will not exceed 10% per annum. Pursuant to an appointment letter dated as of the date hereof, Jane B. Cox has been appointed as a Special Assistant Attorney General. To the extent that it is anticipated that other attorneys need to assist with this matter, prior approval must be obtained from Lee Reichert, and formalized (including rates) before work begins in an amendment to the appointment letter.

5. Total Price of Services. The Firm cannot reasonably pre-determine the Total Price for the legal services to be provided under this Agreement due to the variable nature of legal work. The Total Price may vary based on the hourly rates charged for our lawyers' time, as set forth in paragraph 4 of this Agreement. The Total Price may also vary based on the amount of time required to perform the requested services, including factors beyond your control or the control of the Firm, as well as any costs or expenses that may be incurred on your behalf during our representation. The Firm will communicate the time spent and expenses incurred in your matter on invoices that will be sent on a monthly basis.

6. Billing. The Firm prepares billing statements on a monthly basis for all legal services rendered. Payment on invoices is due within 45 days of the date of the invoice. Your obligation to make prompt payment on invoice charges does not depend upon achievement of any specific result by the firm. If you fail to pay any charges within 45 days of the date of the bill, the Firm may elect to stop all work with respect to your legal matter when permitted by court rules and rules of professional conduct.

7. Costs and Expenses. You are also responsible for the payment of costs and expenses, which are in addition to attorney fees. Costs and expenses include, for example, fees for legal research database fees, travel expenses and mileage, toll road fees, discovery costs, costs for copying and transcripts, filing fees, e-filing fees, exhibit preparation and reproduction, postage, etc. must comply with the terms of the state of Colorado's policies.

8. Interest on Monies Owed. You agree that we may charge and collect interest at 12% per annum on all monies due and owing to us for more than forty-five days. This includes fees, costs, and expenses.



9. Collection and Fee Disputes. If it is necessary to institute a collection action to enforce this Agreement, costs of collection, including reasonable attorneys' fees, will be payable to us in addition to all amounts for fees, costs, and expenses incurred.

10. Attorney's Right to Withdraw. If you are unable to meet the payment requirements or any other requirements described in this agreement, we reserve the right to withdraw from your case as permitted by court rule and the rules of professional conduct. Additionally, the Firm may withdraw from the representation for cause, such as the client's lack of communication or irreconcilable differences regarding case strategy.

11. Client's Right to Terminate Agreement. You have the right to terminate this agreement at any time. If you do so, you agree to immediately pay all fees, expenses, and costs due to the Firm. Any portion of monies advanced to us for costs or for fees which has not been earned or expended for your matter will be refunded to you.

12. Retention of File. Unless Colorado law, court order, or rules of a tribunal provides otherwise, the Firm will maintain and store your file for twelve (12) months following the end of our representation so long as there is no pending or threatened legal proceeding known to the Firm that relates to your matter. By signing this agreement, you authorize the Firm to destroy your file consistent with this policy. It is your obligation to notify the Firm of any pending or threatened legal proceedings known to you that relate to the matter, or to request the Firm provide the file to you rather than destroy the file pursuant to firm policy.

13. Confidentiality. In view of the sensitivity of this matter, please advise us of any specific instructions regarding the transmission of paperwork and emails to you. You may choose to separately execute a confidentiality waiver if you wish for any third party (other than the Third Party Payor who you may share confidential information with if you so desire) to receive otherwise confidential communications regarding the representation.

14. Relationship with Financially Responsible Party. Where, as here, a non-client is obligated to compensate the lawyer for the legal services, (a) the client must consent to the lawyer's acceptance of compensation from the non-client; (b) the lawyer may not permit the non-client to interfere with the lawyer's professional judgment or with the attorney-client relationship; (c) the lawyer is obligated to seek the objectives of the client only; (d) the lawyer may not share information with the non-client unless the client authorizes the lawyer to do so--which may have implications on the protections afforded by the attorney-client privilege;. We acknowledge that if the Special Assistant Attorney General appointment is terminated by the Third Party Payor, this engagement shall automatically terminate. Nonpayment of legal fees by the financially responsible party is considered nonpayment by the client. By accepting the lawyer's services, the client consents to the Firm's acceptance of compensation from the non-client.

15. Firm's Ethical Obligations. I want to be clear that our client will be the IEC and our ethical obligations regarding representation will be to the IEC, despite the fact that a Third Party Payor is agreeing to pay the fees as outlined in this agreement.

The Colorado Rules of Professional Conduct ("Colo. RPC") state that if we accept funds from a Third Party Payor to represent a Client, all parties to this Agreement need to be informed



of certain rules and consent to certain terms contained in this Agreement. The rules that you must be made aware of are Colo. RPC 1.8 and Colo. RPC 1.6. The essence of these two rules is that although a Third Party Payor will be paying for the Client's legal representation, the named Client in this Agreement is our client and we will not divulge any confidential information to the Third Party or its representatives without the Client's permission, in which case the intent of the parties would be for it to be treated as confidential pursuant to a common interest or joint defense privilege. If you would like to review these rules in their original form, let me know and I will provide them to you.

However, since a Third Party Payor will be receiving the billing statements for our representation, they will have access to some information such as how much time we spent on a particular task, such as meetings, court appearances and research. The Third Party Payor's access to this information does not waive the IEC's attorney-client privilege.

We do not believe that our law firm has any conflicts that would prevent our representation of the IEC in the Matter and that any necessary confidentiality walls will be put in place to ensure that no one other than Jane Cox (or any other attorneys who are subsequently appointed to work on the Matter) have access to any files related to the Matter.

16. No Guarantee of Results. The Firm will use its best efforts to obtain a favorable result for you. However, the outcome of legal matters is always uncertain, and we cannot and do not make representations regarding the results in this case.

Our attorney-client relationship will be established at the time you return this signed engagement agreement; we cannot begin substantive work on this matter without this formality. Please let me know if you have any questions or if any of these terms are unclear. I look forward to assisting you with this matter.

Very truly yours,

RECHT KORNFELD, P.C.

By: _____

Jane B. Cox
1600 Stout Street, Suite 1400
Denver, Colorado 80202
(303) 573-1900

The above and foregoing Engagement Agreement is acceptable to me on this 2nd day of June, 2026.

By: _____

Dino Ioannides, Executive Director
Colorado Independent Ethics Commission



The above and foregoing Third Party Payor terms in this Engagement Agreement are acceptable to me on this 2nd day of June, 2026.

By: *Lee Reichert*

Lee Reichert, Deputy Attorney General
Revenue & Regulatory Law Section
Colorado Department of Law