1. **Minimum liability limits.**

“Subject to the limitations and exclusions authorized by this part 6, the basic coverage required for compliance with this part 6 is legal liability coverage for bodily injury or death arising out of the use of the motor vehicle to a limit, exclusive of interest and costs, of twenty-five thousand dollars ($25,000.00) to any one person in any one accident and fifty thousand dollars ($50,000.00) to all persons in any one accident and for property damage arising out of the use of the motor vehicle to a limit, exclusive of interest and costs, of fifteen thousand dollars ($15,000.00) in any one accident.” COLO. REV. STAT. § 10-4-620.

2. **Negligence laws (Is the jurisdiction a pure contributory negligence state; what type of comparative fault is applicable, etc?)**

49% Maximum Contributory Negligence - “Contributory negligence shall not bar recovery in any action by any person or his legal representative to recover damages for negligence resulting in death or in injury to person or property, if such negligence was not as great as the negligence of the person against whom recovery is sought, but any damages allowed shall be diminished in proportion to the amount of negligence attributable to the person for whose injury, damage, or death recovery is made.” COLO. REV. STAT. §13-21-111. C.R.S. §13-21-111 precludes the plaintiff’s recovery if his negligence was as great as or greater than the defendant’s. Graf v. Tracy, 568 P.2d 467, 468 (Colo. 1977).

3. **Bodily Injury Statute of Limitations**

Under C.R.S. § 13-80-102, the general limitation of actions is two (2) years. The following civil actions, regardless of the theory upon which suit is brought, or against whom suit is brought, shall be commenced within two (2) years after the cause of action accrues, and not thereafter: (a) tort actions, including but not limited to actions for negligence, trespass, malicious abuse of process, malicious prosecution, outrageous conduct, interference with relationships, and tortious breach of contract; except that this paragraph (a) does not apply to any tort action arising out of the use or operation of a motor vehicle as set forth in section 13-80-101 (1) (n); (b) all actions for strict liability, absolute liability, or failure to instruct or warn; (c) all actions, regardless of the
theory asserted, against any veterinarian; (d) all actions for wrongful death; (f) all actions against any public or governmental entity or any employee of a public or governmental entity for which insurance coverage is provided pursuant to article 14 of title 24, C.R.S.; (g) all actions upon liability created by a federal statute where no period of limitation is provided in said federal statute; (h) all actions against any public or governmental entity or any employee of a public or governmental entity, except as otherwise provided in this section or section 13-80-103; (i) all other actions of every kind for which no other period of limitation is provided; (j) all actions brought under section 42-6-204; (k) all actions brought under section 13-21-109(2). COLO. REV. STAT. § 13-80-102(1)(a)-(k).

Under C.R.S. § 13-80-101, the following civil actions, regardless of the theory upon which suit is brought, or against whom suit is brought, shall be commenced within three (3) years after the cause of action accrues, and not thereafter: all tort actions for bodily injury or property damage arising out of the use or operation of a motor vehicle including all actions pursuant to paragraph (j) of this subsection (1). COLO. REV. STAT. § 13-80-101(1)(n).

4. **Property Damage Statute of Limitations**

Under C.R.S. § 13-80-102, the general limitation of actions is two (2) years. The following civil actions, regardless of the theory upon which suit is brought, or against whom suit is brought, shall be commenced within two (2) years after the cause of action accrues, and not thereafter: (a) tort actions, including but not limited to actions for negligence, trespass, malicious abuse of process, malicious prosecution, outrageous conduct, interference with relationships, and tortious breach of contract; except that this paragraph (a) does not apply to any tort action arising out of the use or operation of a motor vehicle as set forth in section 13-80-101(1)(n); (b) all actions for strict liability, absolute liability, or failure to instruct or warn; (c) all actions, regardless of the theory asserted, against any veterinarian; (d) all actions for wrongful death; (f) all actions against any public or governmental entity or any employee of a public or governmental entity for which insurance coverage is provided pursuant to article 14 of title 24, C.R.S.; (g) all actions upon liability created by a federal statute where no period of limitation is provided in said federal statute; (h) all actions against any public or governmental entity or any employee of a public or governmental entity, except as otherwise provided in this section or section 13-80-103; (i) all other actions of every kind for which no other period of limitation is provided; (j) all actions brought under section 42-6-204; (k) all actions brought under section 13-21-109(2). COLO. REV. STAT. § 13-80-102(1)(a)-(k).

Under C.R.S. § 13-80-101, the following civil actions, regardless of the theory upon which suit is brought, or against whom suit is brought, shall be commenced within three (3) years after the cause of action accrues, and not thereafter: all tort actions for bodily injury or property damage arising out of the use or operation of a motor vehicle including all actions pursuant to paragraph (j) of this subsection (1). COLO. REV. STAT. § 13-80-101(1)(n).
5. Are punitive damages insurable in the jurisdiction?

No. Punitive damages are not insurable in Colorado. See, e.g. Gleason v. Fryer, 491 P.2d 85, 86 (Colo. App.1971)(appellant could not be held liable for that portion of the judgment attributable to punitive damages).

6. Is there an intrafamily immunity defense?

Colorado has adopted the qualified parental immunity doctrine, which provides that a child is barred from suing a parent for simple negligence. See, e.g., Paris v. Dance, 194 P.3d 404, 407 (Colo. App. 2008); Farmers Ins. Exch. v. Dotson, 913 P.2d 27, 33, n. 6 (Colo. 1996); see also Trevarton v. Trevarton, 378 P.2d 640, 641 (Colo. 1963)("Generally speaking, an unemancipated minor child has no right of action against a parent . . . unless a right of action is authorized by statute . . . " (quoting 67 C.J.S. Parent and Child § 61b(2), at 787)).

7. Is there a bodily injury damage threshold? If so, what is it?

There is no bodily injury damage threshold.

8. What are the quick rules on Subrogation MP/PIP?

“Reimbursement or subrogation pursuant to a provision in an insurance policy, contract, or benefit plan is permitted only if the injured party has first been fully compensated for all damages arising out of the claim. Any provision in a policy, contract, or benefit plan allowing or requiring reimbursement or subrogation in circumstances in which the injured party has not been fully compensated is void as against public policy.” COLO. REV. STAT. §10-1-135(3)(a)(I).

9. Are there no fault laws in the jurisdiction?

No. COLO. REV. STAT. § 10-4-701 to 10-4-726 (Repealed).

10. Is the customer’s insurance primary?

The customer’s insurance can be primary, but isn’t automatically primary.

11. Is there a seat belt defense?

Yes. Colorado has a seat belt defense. “Unless exempted pursuant to subsection (3) of this section, every driver of and every front seat passenger in a motor vehicle equipped with a safety belt system shall wear a fastened safety belt while the motor vehicle is being operated on a street or highway in this state. . . (7) Evidence of failure to comply with the requirement of subsection (2) of this section shall be admissible to mitigate damages with respect to any person who was involved in a motor vehicle accident and who seeks in any subsequent litigation to recover damages for injuries resulting from the accident. Such mitigation shall be limited to awards for pain and suffering and shall not be used for limiting recovery of economic loss and medical payments.” COLO. REV. STAT. § 42-4-237(2),(7).
12. **Is there a last clear chance defense?**

Yes. Colorado adheres by the last clear chance defense. *See, e.g.*, *Reed v. Barlow*, 386 P.2d 979, 982 (Colo. 1963). The applicability of the doctrine of last clear chance rests upon two equally important inquiries, assuming that the plaintiff by his negligence has placed himself in a position of peril: (1) whether the defendant was aware of the plaintiff's peril or should have been aware of it, and (2) whether the defendant thereafter could have avoided the accident by the exercise of reasonable care and caution. *Id.; Lambrecht v. Archibald*, 203 P.2d 897, 901 (Colo. 1949); *Colorado & So. Ry. Co. v. Duffy Storage and Moving Co.*, 361 P.2d 144, 146 (Colo. 1961).

13. **Is there an assumption of risk defense?**

Yes. “Assumption of risk by a person shall be considered by the trier of fact in apportioning negligence pursuant to section 13-21-111. For the purposes of this section, a person assumes the risk of injury or damage if he voluntarily or unreasonably exposes himself to injury or damage with knowledge or appreciation of the danger and risk involved. In any trial to a jury in which the defense of assumption of risk is an issue for determination by the jury, the court shall instruct the jury on the elements as described in this section.” COLO. REV. STAT. §13-21-111.7.

14. **Is there a UM requirement?**


“No automobile liability or motor vehicle liability policy insuring against loss resulting from liability imposed by law for bodily injury or death suffered by any person arising out of the ownership, maintenance, or use of a motor vehicle shall be delivered or issued for delivery in this state with respect to any motor vehicle licensed for highway use in this state unless coverage is provided therein or supplemental thereto, in limits for bodily injury or death set forth in section 42-7-103 (2), C.R.S., under provisions approved by the commissioner, for the protection of persons insured thereunder who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of bodily injury, sickness, or disease, including death, resulting therefrom; except that the named insured may reject such coverage in writing.” COLO. REV. STAT. §10-4-609(1)(a).

15. **Is there a physical contact requirement?**

No.

16. **Is there a mandatory ADR requirement?**

No, there is not a mandatory ADR requirement. “Any court of record, in its discretion, may refer a case to any ancillary form of alternative dispute resolution; except that the court shall not refer
the case to any ancillary form of alternative dispute resolution where one of the parties claims that it has been the victim of physical or psychological abuse by the other party and states that it is thereby unwilling to enter into ancillary forms of alternative dispute resolution. In addition, the court may exempt from referral any case in which a party files with the court, within five days of a referral order, a motion objecting to ancillary forms of alternative dispute resolution and demonstrating compelling reasons why ancillary forms of alternative dispute resolution should not be ordered. Compelling reasons may include, but are not limited to, that the costs of ancillary forms of alternative dispute resolution would be higher than the requested relief and previous attempts to resolve the issues were not successful. Such forms of alternative dispute resolution may include, but are not limited to: arbitration, early neutral evaluation, med-arb, mini-trial, multi-door courthouse concepts, settlement conference, special master, summary jury trial, or any other form of alternative dispute resolution which the court deems to be an effective method for resolving the dispute in question. Parties and counsel are encouraged to seek the most appropriate forum for the resolution of their dispute. Judges may provide guidance or suggest an appropriate forum. However, nothing in this section shall impinge upon the right of parties to have their dispute tried in a court of law, including trial by jury.” COLO. REV. STAT. § 13-22-313(1).

17. Are agreements reached at mediation enforceable?

Yes. “If the parties involved in a dispute reach a full or partial agreement, the agreement upon request of the parties shall be reduced to writing and approved by the parties and their attorneys, if any. If reduced to writing and signed by the parties, the agreement may be presented to the court by any party or their attorneys, if any, as a stipulation and, if approved by the court, shall be enforceable as an order of the court.” COLO. REV. STAT. § 13-22-308.

18. What is the standard of review for a new trial?

Grounds for New Trial - Subject to provisions of Rule 61, a new trial may be granted for any of the following causes: any irregularity in the proceedings by which any party was prevented from having a fair trial; misconduct of the jury; accident or surprise, which ordinary prudence could not have guarded against; newly discovered evidence, material for the party making the application which that party could not, with reasonable diligence, have discovered and produced at the trial; excessive or inadequate damages; or error in law. Colo. Rule of Civil Procedure 59(d)(1)-(6).


19. Is pre-judgment interest collectable? If so, at what rate?

Yes, 9% compounded annually. “In all actions brought to recover damages for personal injuries sustained by any person resulting from or occasioned by the tort of any other person, corporation, association, or partnership, whether by negligence or by willful intent of such other person, corporation, association, or partnership and whether such injury has resulted fatally or
otherwise, it is lawful for the plaintiff in the complaint to claim interest on the damages alleged from the date said suit is filed; and, on and after July 1, 1979, it is lawful for the plaintiff in the complaint to claim interest on the damages claimed from the date the action accrued. When such interest is so claimed, it is the duty of the court in entering judgment for the plaintiff in such action to add to the amount of damages assessed by the verdict of the jury, or found by the court, interest on such amount calculated at the rate of nine percent per annum on actions filed on or after July 1, 1975, and at the legal rate on actions filed prior to such date, and calculated from the date such suit was filed to the date of satisfying the judgment and to include the same in said judgment as a part thereof. On actions filed on or after July 1, 1979, the calculation shall include compounding of interest annually from the date such suit was filed. On and after January 1, 1983, if a judgment for money in an action brought to recover damages for personal injuries is appealed by the judgment debtor, interest, whether prejudgment or post judgment, shall be calculated on such sum at the rate set forth in subsections (3) and (4) of this section from the date the action accrued and shall include compounding of interest annually from the date such suit was filed.” COLO. REV. STAT. § 13-21-101(1).

20. Is post judgment interest collectable? If so, at what rate?

Yes, 9% compounded annually. “In all actions brought to recover damages for personal injuries sustained by any person resulting from or occasioned by the tort of any other person, corporation, association, or partnership, whether by negligence or by willful intent of such other person, corporation, association, or partnership and whether such injury has resulted fatally or otherwise, it is lawful for the plaintiff in the complaint to claim interest on the damages alleged from the date said suit is filed; and, on and after July 1, 1979, it is lawful for the plaintiff in the complaint to claim interest on the damages claimed from the date the action accrued. When such interest is so claimed, it is the duty of the court in entering judgment for the plaintiff in such action to add to the amount of damages assessed by the verdict of the jury, or found by the court, interest on such amount calculated at the rate of nine percent per annum on actions filed on or after July 1, 1975, and at the legal rate on actions filed prior to such date, and calculated from the date such suit was filed to the date of satisfying the judgment and to include the same in said judgment as a part thereof. On actions filed on or after July 1, 1979, the calculation shall include compounding of interest annually from the date such suit was filed. On and after January 1, 1983, if a judgment for money in an action brought to recover damages for personal injuries is appealed by the judgment debtor, interest, whether prejudgment or post judgment, shall be calculated on such sum at the rate set forth in subsections (3) and (4) of this section from the date the action accrued and shall include compounding of interest annually from the date such suit was filed.” COLO. REV. STAT. § 13-21-101(1).

21. Is there a workers compensation exclusive remedy defense?


22. Is the doctrine of joint and several liability applicable?
Yes, the doctrine of joint and several liability is applicable. The common-law doctrine of joint and several liability is not inconsistent with this section's system of comparative negligence, but rather, the doctrine of joint and several liability in the context of comparative negligence continues to ensure that negligently injured persons will be able to obtain adequate compensation for their injuries from those tortfeasors who have negligently inflicted the harm. Martinez v. Stefanich, 577 P.2d 1099, 1101 (1978); see also COLO. REV. STAT. § 13-21-111.

“Joint liability shall be imposed on two or more persons who consciously conspire and deliberately pursue a common plan or design to commit a tortious act. Any person held jointly liable under this subsection (4) shall have a right of contribution from his fellow defendants acting in concert. A defendant shall be held responsible under this subsection (4) only for the degree or percentage of fault assessed to those persons who are held jointly liable pursuant to this subsection (4).” COLO. REV. STAT. § 13-21-111.5.

23. Is there a self-critical analysis privilege?

Yes for Health Care Providers - “The records of an authorized entity, its professional review committee, and its governing board shall not be subject to subpoena or discovery and shall not be admissible in any civil suit.” COLO. REV. STAT. § 12-36.5-104(10)(a).

Balance Test in Other Cases - To the extent that any such privilege may be said to exist, it is a privilege against discovery of otherwise relevant information. In order for the privilege to apply, it must be demonstrated that four criteria exist: “The information must result from a ‘critical self-analysis undertaken by the parties seeking protection’; the public must have a strong interest in preserving the free flow of information respecting the subject matter; the information must be of the type that its free flow would cease if the privilege is not recognized; and, finally, any document produced as a result of this self-critical analysis must be produced in the expectation of confidentiality and it must actually have been kept confidential.” Combined Communications Corp. v. Public Serv. Co., 865 P.2d 893, 897 (Colo. App. 1993).

Caveat - The privilege does not protect against the discovery of information developed by routine, internal corporate reviews of matters relating to safety engaged in prior to the incident upon which the litigation in which the disclosure is sought is based. Combined Communications Corp. v. Public Serv. Co., 865 P.2d 893, 897 (Colo. App. 1993).

24. Is accident reconstruction data admissible?


25. What is the rule on admissibility of medicals paid/reduced vs. total bills submitted?

“In any action by any person or his legal representative to recover damages for a tort resulting in death or injury to person or property, the court, after the finder of fact has returned its verdict stating the amount of damages to be awarded, shall reduce the amount of the verdict by the amount by which such person, his estate, or his personal representative has been or will be
wholly or partially indemnified or compensated for his loss by any other person, corporation, insurance company, or fund in relation to the injury, damage, or death sustained; except that the verdict shall not be reduced by the amount by which such person, his estate, or his personal representative has been or will be wholly or partially indemnified or compensated by a benefit paid as a result of a contract entered into and paid for by or on behalf of such person. The court shall enter judgment on such reduced amount.” COLO. REV. STAT. § 13-21-111.6.

Caveat - Section 13-21-111.6 did not sweep away with the common law collateral source rule entirely. It only requires post-verdict offset of certain compensation received by the plaintiff. No offset is permitted if the benefits arise out of a contract entered into on the plaintiff’s behalf. Specifically, under section 13-21-111.6, a tortfeasor is not entitled to offset proceeds resulting from a plaintiff’s purchase of insurance. Volunteers of Am. Colo. Branch v. Gardenswartz, 242 P.3d 1080, 1084 (Colo. 2010).

26. What is the jurisdiction’s rule on offers of judgment?

An offer of judgment is both irrevocable and absolute for the 10-day statutory period. Centric-Jones Co. v. Hufnagel, 848 P.2d 942, 946 (Colo. 1993); COLO. REV. STAT. §13-17-202.

27. What is the jurisdiction’s rule on spoliation of evidence?

Colorado courts recognize sanctions for the spoliation of evidence for actions ranging from intentional to negligent. In re A.E.L. and K.C.M, 181 P.3d 1186, 1196 (Colo. App. 2008) (the court is not limited to imposing a sanction only for intentional spoliation, but may impose one based upon mere negligence). For example, in Pfantz v. Kmart Corp, the court held that “[w]e are persuaded by Colorado cases involving discovery violations, as well as by more recent federal precedent, that conduct between negligent and intentional which results in spoliation of evidence may warrant a punitive sanction as a discretionary exercise of inherent power.” 85 P.3d 564, 568-69 (Colo. App. 2003). In Colorado, extending the inherent power to impose sanctions to recklessness and gross negligence furthers the objective of deterring serious misconduct. Id. at 568 (“Conduct that is grossly negligent or reckless is so aggravated as to be all but intentional.”).

28. Are there damages caps in place?

Non-economic Damage - “In any civil action other than medical malpractice actions in which damages for noneconomic loss or injury may be awarded, the total of such damages shall not exceed the sum of four hundred sixty eight thousand ten dollars ($468,010.00), unless the court finds justification by clear and convincing evidence therefor. In no case shall the amount of noneconomic loss or injury damages exceed nine hundred thirty six thousand thirty dollars ($936,030.00) . . . In any civil action, no damages for derivative noneconomic loss or injury may be awarded unless the court finds justification by clear and convincing evidence therefor. In no case shall the amount of such damages exceed four hundred sixty eight thousand ten dollars ($468,010.00).” COLO. REV. STAT. § 13-21-102.5(3)(a)-(b).
Wrongful Death - In cases where the decedent dies with a spouse or heirs, the plaintiffs in a wrongful death action may recover economic damages, without any limitation, and non-economic damages for grief, sorrow and loss of companionship, currently subject to a limitation of four hundred thirty six thousand seven hundred dollars ($436,700.00). COLO. REV. STAT. § 13-21-201, -203. If the deceased dies without a spouse or heirs, or without dependent parents, the total amount of damages, both economic and non-economic, recoverable under § 13-21-203(1), is currently limited to four hundred thirty six thousand seven hundred dollars ($436,070.00). However, C.R.S. § 13-21-203(1) contains an exception to these limitations if the decedent dies as the result of a “felonious killing”.

Exemplary Damages – “In all civil actions in which damages are assessed by a jury for a wrong done to the person or to personal or real property, and the injury complained of is attended by circumstances of fraud, malice, or willful and wanton conduct, the jury, in addition to the actual damages sustained by such party, may award him reasonable exemplary damages. The amount of such reasonable exemplary damages shall not exceed an amount which is equal to the amount of the actual damages awarded to the injured party.” COLO. REV. STAT. § 13-21-102.

29. Is CSA 2010 data admissible?

While there is no case law on this issue, it is likely admissible.

30. Briefly, does the jurisdiction have any unique rules on electronic discovery?

The duty to preserve evidence applies to the duty to preserve electronic information. In Grabenstein, the issue was whether the defendants had a duty to preserve e-mail correspondence between the parties. The courts held that spoliation applies to e-mails if “(1) a party has a duty to preserve evidence because it knew, or should have known, that litigation was imminent, and (2) the adverse party was prejudiced by the destruction of the evidence.” Grabenstein v. Arrow Elecs., Inc., 2012 U.S. Dist. LEXIS 56204 (D. Colo. 2012). See also Partminter Worldwide, Inc. v. Siliconexpert Techs. Inc., No. 09-cv-00586-MSK-MJW, 2010 U.S. Dist. LEXIS 111647, at *5 (D. Colo. September 23, 2010)(where the court held defendants “had an obligation to preserve non-privileged materials concerning potential trade secrets, whether such materials were in hard copy or in electronically stored information (“ESI”) format.”).

31. Is the sudden emergency doctrine recognized in the jurisdiction?

No, it was abolished in 2013. Bedor v. Johnson, 292 P.3d 924, 928 (Colo. 2013).

32. Are there any rules prohibiting or limiting the use of the reptile theory at trial?

Both the Golden Rule argument, as well as the Reptilian Theory, are disfavored in Colorado. See, e.g. Hopper v. Ruta, 2013 Colo. Dist. LEXIS 249 (Oct. 29, 2013) (granting Motion in Limine to exclude plaintiffs from arguing or soliciting testimony based on the reptile theory). The Golden Rule of trial work is that counsel cannot urge jurors, either implicitly or explicitly, to place themselves in the position of the plaintiff and to award damages as they themselves would hope to be awarded. See People v. Rodriguez, 794 P.2d 965, 973 (Colo. 1990) (“The ‘golden
rule’ argument . . . is improper in a civil case.”). The Reptilian Theory may not specifically ask jurors to put themselves in the shoes of the grieving Plaintiffs in violation of the Golden Rule, but the intent is the same: it asks jurors to decide a case not on the evidence, not on the defendants’ actions, but on the fear that if an adverse verdict is not rendered, the jurors themselves may soon become grieving family members (or even a decedent) in a similar situation because they failed to protect their community.

Colorado’s jury instructions make abundantly clear that “[t]o determine whether [a healthcare provider’s] conduct was negligent, you must compare that conduct with what a [healthcare provider] having and using the knowledge and skill of [healthcare providers] who have the same special skill and knowledge, at the same time, would or would not have done under the same or similar circumstances.” CJI-Civ. 15:3. The jury can only award damages for allegedly negligent care that was directly a cause of the injury alleged in the case. See CJI-Civ. 15:15, Verdict Forms A & B.

33. **What are the jurisdictional limits of the jurisdiction’s civil courts – i.e. Small Claims, District Court, Superior Court?**

Small Claims Courts handle civil cases under $7,500. COLO. REV. STAT. § 13-6-403.

County Courts handle civil cases under $15,000, misdemeanors, traffic infractions, felony complaints (which may be sent to district court), protection orders, and small claims. County court decisions may be appealed to the district court. COLO. REV. STAT. § 13-6-104.

District Courts hear civil cases in any amount, as well as domestic relations, criminal, juvenile, probate, and mental health cases. District court decisions may be appealed to the Colorado Court of Appeals (in some cases directly to the Colorado Supreme Court).

The Colorado Court of Appeals is usually the first court of appeals for decisions from the district courts, Denver Probate Court, and Denver Juvenile Court. The Court of Appeals also reviews decisions of several state administrative agencies. Its determination of an appeal is final unless the Colorado Supreme Court agrees to review the matter. COLO. REV. STAT. § 13-4-102.

The Colorado Supreme Court is the court of last resort in Colorado's state court system. The court generally hears appeals from the Court of Appeals, although in some instances individuals can petition the Supreme Court directly regarding a lower court's decision.

34. **Are state judges elected or appointed?**

When there is a judicial vacancy, interested attorneys may apply for the position. Their names and applications are sent to a nominating commission in their district. The commission is composed of four laypeople and three attorneys with no more than four members in one political party. Members of the commission are chosen by the Governor, Attorney General and Chief Justice of the Colorado Supreme Court. The commission sends two or three recommendations to the Governor and, after interviews and investigation, he appoints one of the nominees to fill the vacancy.
Once chosen, a judge serves a provisional term of two years and then his or her name is on the next general election ballot. After that first time before the voters, County Court judges are up for retention every four years, District Court judges are up every six years, Court of Appeals judges every eight years and Supreme Court judges every ten years.