

theDewberryfirm

Commercial Debt Collection & Judgment Enforcement

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DEBT COLLECTION CONTINGENT FEE AGREEMENT

THIS AGREEMENT is made on _____, at Newport Beach, California, between theDewberryfirm, ("We/Us") and _____, ("You") to pursue collection of a commercial debt against _____ in the sum of \$_____. You represent that the claim is undisputed, due in full, and is not subject to offset or deduction.

We agree to immediately institute appropriate legal proceedings to collect the debt. We will provide all legal services required to represent You with vigor and determination. We may negotiate for the terms of settlement or compromise, but no settlement or compromise shall be made without Your approval

You agree to pay Us for services from any money received or recovered 33% of the total recovery if resolved after filing suit, 38% of the total recovery if resolved within two weeks before the trial date, or 42% of the total recovery if resolved after a judgment. In the event there is no recovery, We shall receive no fees for services. Any sanctions against an opposing party or counsel, such as for abuse of the litigation process, shall be retained by Us. Contingency fees do not include defending a cross-complaint, appeals, or out-of-state judgment enforcement.

Client agrees to pay for third party costs and expenses incurred by Attorneys ("Costs"), such as court filing fees, investigation expenses, process server costs, subpoena costs, copying, postage, Federal Express, long distance calls, and depositions. The estimated Costs for cases in which the amount due is \$10,000.00 or less, are \$560.00. If the amount is over \$10,000.00 and under \$25,000.00, the filing fees and third-party costs will be \$705.00. If the amount of the debt is over \$25,000.00, the expenses per case will be \$770.00. Attorney's responsibility to provide legal services will be accepted and work will begin when Attorneys receive the applicable Cost deposit, which shall be a retainer deposit against Costs. Any unused deposit at the conclusion of our services will be refunded. Recovered costs are included in the gross recovery subject to contingency fees.

Should You receive any proceeds after referral of a case or cause to Us, You shall immediately forward it to Us. We shall have an attorney's lien and security interest on Your claims, causes of action, any proceeds, and any judgments to the extent of the contingent fees and costs. Any settlement or judgment collected shall be payable to a Trust Account. Attorneys are granted a lien on any money collected to secure payment of attorney's fees and costs. Client grants to Attorney a limited power of attorney to endorse recovery checks made payable to You, which will be immediately deposited into the Trust Account, and then disbursed first to pay any costs advanced, and then in proportion to Your and Our share of gross recovery.

LEGAL NOTICE: CONTINGENT FEE AGREEMENTS ARE NEGOTIABLE BETWEEN ATTORNEY AND CLIENT AND ARE NOT SET BY LAW.

CLIENT (Print name): _____

By (Print Name): _____

Signature: _____