

# theDewberryfirm

Commercial Debt Collection & Judgment Enforcement

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## FLAT FEE AGREEMENT

THIS AGREEMENT is made on \_\_\_\_\_, 200\_\_, 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 based upon the following schedule of fees:

### Commercial Collection Special Fixed Fee Price--Includes All of the Following

Obtain Accurant Comprehensive asset report on one person or business; prepare, file and serve collection suit; obtain uncontested default judgment; record Abstract of Judgment (good for 10 years, renewable for 10 more years); including all filing fees, court costs, process server expenses for one defendant, county recorder fees .....\$1,700

Each additional Defendant (for example, if the customer is a corporation and you wish to obtain a judgment against its owner), for each additional Accurant report and each additional service of process, add .....\$75

If customer contests the case and We are required to go to attend additional court hearings, for each hearing or trial, add .....\$500

Any sanctions against an opposing party or counsel, such as for abuse of the litigation process, shall be entirely retained by Us. Contingency fees do not include defending any cross-complaints, appeals or related matters.

The Basic Case fee of \$1,700 is due and payable when We accept your case. Any additional fees are due and payable 10 days after invoicing.

We shall have an attorney's lien and security interest on Your claim o the extent of the contingent fees and costs. Any settlement or judgment collected shall be payable to a Trust Account. We are granted a lien on any money collected to secure payment of attorneys fees and costs. You grant Us 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.

We have made no guarantee regarding the successful collection of this claim, and all expressions relative thereto are a matter of its opinion only.

You may terminate Us, subject to Our lien and claim for fees in accordance with applicable law and the California Bar Rules of Professional Conduct. If We determine that We do not wish to continue pursuing Your case on a contingent fee basis, We may withdraw at any time upon giving 10 days written notice to You at Your last known address.

CLIENT (Print name): \_\_\_\_\_

By (Print Name): \_\_\_\_\_

Signature: \_\_\_\_\_