

theDewberryfirm

Commercial Debt Collection & Judgment Enforcement

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CONTINGENT FEE AGREEMENT

(Enforce Judgment)

THIS AGREEMENT is made on _____, at Newport Beach, California, between theDewberryfirm, ("We/Us") and __, ("You") to enforce payment of a judgment against obtained in a court action in the State of California in the sum of \$_____. We agree to immediately institute appropriate legal proceedings to enforce the judgment and collect it. 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 a contingent rate. Attorneys shall receive as their fees for professional services **FIFTY PERCENT (50%)** of any sums collected. If there is no recovery, there is no fee. The contingent fee does not cover an appeal or any type of motion attacking the validity of the Judgment. We make no promises or representations concerning the final outcome of this matter with the exception that We will use our best efforts in furthering the purposes of this Agreement and in protecting Your interests in this matter. You shall not negotiate directly or indirectly with the judgment debtor(s) or their representative(s).

We have the right to withdraw from representation in accordance with the rules of professional conduct. You have the right to discharge Us at any time upon written notice to Us, provided that termination shall not become effective until We have completed any levy or other collection procedures then in process.

You agree to pay for third party costs and expenses incurred by Us ("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 in this case are \$451 [Investigation of Assets, Accurant Business and Individual Searches--\$150; Writs of Execution-\$50; Abstracts of Judgment-\$50; Sheriff Levy Fees: \$150; Court Service Fees--\$36; Copying & Misc.--\$15]. Attorney's responsibility to provide legal services will be accepted and work will begin when Attorneys receive \$441, which shall be a retainer deposit against Costs. Any unused deposit at the conclusion of our services will be refunded.

Should You collect money on the judgment after retaining Us, You shall immediately forward it to Us. We shall have an attorney's lien and security interest on Your judgment to the extent of the contingent fees and costs. Any settlement or judgment collected shall be payable to a Trust Account. You grant Us a lien on any money collected to secure payment of attorneys fees and costs. You also 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.

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

CLIENT (Print name): _____

By (Print Name): _____

Signature: _____