

theDewberryfirm

Commercial Debt Collection & Judgment Enforcement

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CONTINGENT FEE AGREEMENT (Register Sister State Judgment)

THIS AGREEMENT is made on _____, at Newport Beach, California, between theDewberryfirm, ("We/Us") and _____, ("You") to register and enforce payment of a judgment against _____ obtained in a court action in the State of _____ 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 register 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 FORTY PERCENT 40% 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 grant Us exclusive authority to negotiate collection of the Judgment. 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 terminate this agreement 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 \$776 [Filing Fee--\$320; Court Service Fees--\$36; Investigation of Assets, Accurint Business and Individual Searches--\$150; Writ Of Execution-\$25; Abstract Of Judgment-\$25; Levy Fee: \$105; Copying & Misc.--\$15] . Attorney's responsibility to provide legal services will be accepted and work will begin when Attorneys receive \$681, which shall be a retainer deposit against Costs. Any unused deposit at the conclusion of our services will be refunded.

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 Attorney's 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: _____