

COLLECTIONLAWYERS.com

ASSIGNMENT FORM

CLIENT INFORMATION

CLIENT NAME AND CONTACT PERSON
STREET ADDRESS
CITY, STATE AND ZIP CODE
TODAY'S DATE
YOUR PHONE NUMBER
YOUR FAX NUMBER
YOUR REFERENCE NUMBER

JUDGMENT DEBTOR INFORMATION

DEBTOR'S NAME
CONTACT PERSON/TITLE
STREET ADDRESS
CITY, STATE AND ZIP CODE
AMOUNT OF JUDGMENT \$
DATE OF JUDGMENT
PHONE NUMBER
FAX NUMBER

PLEASE INCLUDE A COPY OF THE JUDGMENT AND COPIES OF ANY CHECKS FROM THE JUDGMENT DEBTOR, CREDIT REPORT, AND ANY OTHER ADDITIONAL INFORMATION ON THE DEBTOR. PLEASE USE ADDITIONAL PAGES AS NECESSARY. CLIENT hereby submits this judgment and any future judgment accounts to George L. Cohn dba **CollectionLawyers.com** pursuant to the terms of the following Retainer Agreement.

CLIENT NAME	TITLE
SIGN HERE	DATE

33/5/JMT

2850 Artesia Boulevard, Redondo Beach, California 90278
Phone 800 653-5720 Fax 800 871-5423

COLLECTIONLAWYERS.COM

RETAINER AGREEMENT

The within CLIENT (hereinafter referred to as "you" or "your") hereby agrees that the judgment submitted on this Assignment Form submitted to GEORGE L. COHN dba **COLLECTIONLAWYERS.COM** ("we", "us" or "our") is subject to the following terms and provisions.

TERMS & PROVISIONS

1. We will handle collection of judgment in Collection matters as defined herein for you on a contingent fee basis of one third (1/3) of all consideration or amounts collected.
2. In addition, you will advance to us in addition to the required costs, a sum equal to five percent (5%) of the amount of the judgment currently outstanding to be used as a non-contingent, non-refundable fee. These contingent and non-contingent rates are not set by law, but are negotiable between you and us.
3. A ten percent collection fee will be charged by us on all accounts where proof of an undisclosed full or substantial payment to you prior to assignment is substantiated. If merchandise is returned, you will pay to us one-half of the applicable rate of collection fees, based upon the invoiced value of such merchandise.
4. If a petition in bankruptcy is filed after any collection is made and the trustee in bankruptcy successfully alleges a preferential payment, we will not be liable to return any portion of the monies collected or fees earned.
5. You authorize us to endorse and negotiate and/or deposit checks and other negotiable instruments written to you directly into our trust account and withdraw our portion of said funds. At our option, we may use any funds collected to offset any open fees, costs and suit fees due to us on any account assigned to us for collection and/or litigation. You authorize us as your agent to forward matters to other law firms.
6. You agree to forward to us all payments received directly from debtors on assigned accounts, for deposit into our trust account; in event same does not occur you agree to pay us immediately the applicable collection fee on the said payment. The contingent rate is due to us if you or any one designated by you receive any funds or other consideration from any source by or on behalf of any person or entity against whom we are retained by you to pursue in any Collection matter. The net funds remitted to you shall be calculated as follows: total collections minus fees earned by us and any costs.
7. You agree to pay us at our then prevailing hourly rates in matters or portions of matters which are not Collection matters. Such hourly rates vary with respect to the individual rendering such service and their hourly rate in effect at the time the services are performed.

Attorneys' hourly rates, which are subject to periodic adjustments, are currently Two Hundred Dollars for attorneys, and One Hundred Dollars for law clerks, legal assistants and paralegals.

8. "Collection matters" are matters in which we seek to enforce a judgment to recover money and/or personal property for you from a third party inside the United States. They do not include defense of cross-complaints or counter-claims or separate suits against you. They do not include appeals, any work in Bankruptcy Court, injunctive relief nor provisional remedies such as applications for writs of attachment or writs of possession. They do include standard post-judgment collection efforts, including judgment debtor examinations if allowed in the court where the judgment was entered. They do not include any receivership or general assignments for benefit of creditors nor any work in Probate Court, including but not limited to any prerequisite action with respect to the estate.

9. You shall be responsible for and agree to pay all costs and disbursements incurred. We may, at our sole option, advance costs and disbursements, which are immediately due. We reserve the right to require additional funds which shall be deposited in our trust account and credited to your account and shall be and constitute an advance payment against which our subsequent charges for legal fees and costs shall be debited.

10. If we withdraw or are discharged for any reason, we shall be entitled to receive from you any and all monies due and owing to us on account of legal fees incurred and/or costs advanced and/or the reasonable value of our services and/or a lien on any pending action upon which we provided collection and/or legal services. It is further we may prepare, at your expense, and retain a duplicate file with respect to all services rendered on your behalf.

11. This Agreement is deemed entered into in the State of California. In the event of litigation to enforce or interpret these terms and provisions, the parties agree that (a) it can only be filed in the Municipal or Superior Court located in Torrance, California, and (b) the prevailing party therein will be entitled to reasonable attorney's fees and costs incurred.

12. This Agreement is signed on your behalf, you and the person signing on your behalf each warrant that the person signing has full authority as agent to bind you to the terms of this Agreement.

13. This Agreement may be executed in counterparts, and your signature on this or any Assignment Form or submissions of collection matters to us deems acceptance of these terms. Any copy of this Agreement shall have the same effect as an original. This Agreement shall become effective only after we have signed it.

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