

Figieroux & Associates

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AGREEMENT TO PROVIDE LEGAL SERVICES

Please accept this retainer agreement as written confirmation of our understanding pertaining to legal services. We ask that you immediately execute this agreement and return same to us, so that our firm will be in full compliance with all Court Rules.

Please feel free to contact me should you have any questions or wish any changes in this agreement.

The following are the terms of my firm's retention, including a description of legal services to be provided and the legal fees and expenses to be charged:

Nature of Legal Services

-The professional service for which our firm will be retained is Debt Collection.

Legal Services to be Provided:

- Review of initial claims and supporting documentation.
- Preparation of demand letter to delinquent accounts (if requested by client).
- Institution of suit by filing of Complaint with the Supreme Court of New York.
- Court appearances in New York.
- Any and all written Correspondence and Communications.
- Preparation and filing of pleadings and other legal documents.
- Post-Judgment collection attempts which include docketing of judgment lien of record in New York, preparation, processing and follow-up on Writs of Execution and levies in New York.

Legal Fees for Services Rendered:

-**Contingency Fee:** Fees are purely contingent upon collection: 1/3 of monies collected in response to a collection letter or pursuant to litigation against a business entity or corporation and 40% of monies collected in relation to consumer debt claims. Fees will be earned on any sums paid by the debtor whether payment is made to our office, or directly to client or if the debtor makes any returns of goods or merchandise to client. Fees will also be earned on the full amount of the claim when the client instructs our office to cease our collection efforts or return the file.

-**Expenses:** In addition to Contingent fees, reimbursement for actual litigation expenses, including but not limited to court filing fees, sheriff and or constable costs and costs of depositions, etc. and internet search fees and secretary of state search fees shall be paid to our firm either from the monies collected or if no monies are collected then from the client upon our written request for payment. We have been retained to file litigation and obtain judgments in the New York Courts, irrespective of the debtor's place of business. All costs and attorneys fees for out of state counsel, necessary to perfect the judgment in other jurisdictions are in addition to our firm's fees and expenses. Our Contingency fee does not cover our defense of any counterclaims filed by the debtors or prosecution or defense of appeals. Our firm will charge an additional \$200.00 per hour for time spent in this defense and will request an additional payment to cover same.

-**Non-Chargeable Expenses:** Our firm will not charge for telephone calls, ordinary postage, photocopies or faxes.

Billing:

-All monies collected directly by our firm will be forwarded to you with a bill for services rendered in accordance with this agreement or cleared through our firm's trust account. Bills for services rendered should be paid within 30 days. We are authorized to endorse your company's name to any checks prior to deposit in our trust

account. After the funds clear our trust account we will deduct from these funds our fees for services due in collecting those funds and any other unpaid bills and will remit any balance then due to you as promptly as possible. Where accounts debtors make payments directly to you, our office will send a bill in accordance with this agreement.

Termination of Retention:

Either party may terminate this agreement at any time. Should our firm terminate this agreement, we will continue to represent the client in any pending matter until client has reasonable opportunity to retain substitute counsel. Should this agreement be terminated, any outstanding fees and expenses for services performed shall be paid.

I have read the terms of retention set forth above and would like to retain Figeroux & Associates, under the foregoing terms and conditions.

Dated:

Your name:

Name:

Company:

Address:

Email:

Telephone:

Facsimile:

Figeroux & Associates