

# GREENBAUM LAW GROUP, LLP

840 NEWPORT CENTER DRIVE, SUITE 720

NEWPORT BEACH, CALIFORNIA 92660

Telephone: (949) 760-1400

Facsimile: (949) 760-1300

<http://www.CollectionLaw.com>

## CONTINGENT FEE RETAINER AGREEMENT

THIS AGREEMENT is made on \_\_\_\_\_, 200\_\_, at Newport Beach, California, by and between GREENBAUM LAW GROUP, LLP, hereinafter referred to as "Attorney" and \_\_\_\_\_, (hereinafter referred to as "Client") to pursue claims arising from any and all collection matters referred and accepted on contingent fee.

Attorney agrees to take such steps in said matters deemed by Attorney to be advisable, including instituting appropriate legal proceedings. Attorney may negotiate settlement or compromise, but no settlement or compromise shall be made without the approval of the Client.

Client agrees to pay Attorney for services from any money, property received or recovered, or benefit conferred by either attorney or Client, the sum of 33 % of any amounts (including principal, interest, costs or attorneys fees) from settlement, suit or award if resolved before commencement of trial or arbitration, or 40% of any amounts (including principal, interest, costs or attorneys fees) from settlement, suit or award if resolved at or after commencement of trial or arbitration. In the event there is no recovery, then Attorney shall receive no fees for services. Any sanctions against an opposing party or counsel shall be entirely retained by Attorney. Contingency fees do not include defending any cross-complaints.

Client has advanced Attorney an initial deposit for costs and expenses and/or Client shall pay to Attorney upon billing, all court or litigation costs, telephone, postage, photocopy expenses, investigation expenses, and computer assisted research, if any, over and above the initial deposit, provided, however, that Attorney shall advise client in advance of any individual costs in excess of \$100.00 for other than the initial filing fee.

Attorney is hereby given a lien and security interest on Client's claims, causes of action, any proceeds, and any judgments thereunder, to the extent of the share herein provided, and Client expressly assigns that amount to Attorney. It is agreed that Attorney may retain its share of the amounts finally received by settlement, suit or otherwise, for services and disbursements furnished by Attorney on any matter Attorney is handling for Client. Client authorizes Attorney to endorse Client's name to all proceeds checks for deposit to Attorney's Client Trust Account. If more than one matter is being handled, Attorney may offset amounts owed to related matters.

Client acknowledges that Attorney has made no guarantee regarding the successful termination of this or any claims or causes of action, and all expressions relative thereto are a matter of its opinion only. Attorney may associate other counsel at its own expense to pursue Client's claims or causes of action. In the event Attorney determines it does not wish to continue pursuing Client's claims or causes of action on a contingent fee basis, Attorney may withdraw from the case at any time upon giving written notice to Client at Client's last known address.

If Attorney is pursuing Client's claims and a favorable resolution and/or collection is likely, or Client settles or resolves its claims directly without involving attorney, and Client takes steps to either, a) terminate the employment of Attorney; b) fails to cooperate with Attorney in the prosecution of the case or cause; or c) voluntarily directs Attorney to terminate efforts, Attorney shall be entitled to its full contingent fee.

Arbitration – Client has the right to preliminarily arbitrate a fee matter only before the Bar Association in accordance with the Business and Professions Code. Such fee arbitration shall not pertain to any matter other than fee claims. Should a dispute ever arise over Attorneys' services, Client agrees to resolve any and all other issues through binding arbitration before a retired Judge of a California Superior Court, higher court, or other arbitrator who has expertise, as selected by the parties. Any such Arbitration shall be held in Orange County, California. Any Discovery shall be subject to the provisions for Discovery in Arbitration as provided in the California Code of Civil Procedure but either party may request the Arbitrator to limit the amount or scope of such discovery to balance the need for the discovery against the parties mutual desire to resolve disputes expeditiously and inexpensively.

GREENBAUM LAW GROUP, LLP

CLIENT: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_