

# GREENBAUM LAW GROUP, LLP

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## POST JUDGEMENT CONTINGENT FEE RETAINER AGREEMENT

THIS AGREEMENT is made on \_\_\_\_\_, 201\_ at New York, NY between GREENBAUM LAW GROUP, LLP, (hereinafter "Attorney") and \_\_\_\_\_, (hereinafter "Client") and/or the judgment creditor to pursue judgment enforcement attempts in the case of \_\_\_\_\_.

Attorney agrees to take such actions, efforts and steps deemed by Attorney to be advisable and economically justifiable in pursuit of collecting Clients' judgment. Attorney may negotiate for the terms of 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 1/3% of any amounts (including principal, interest, costs or attorneys fees) from settlement or enforcement of judgment. In the event there is no recovery, then Attorney shall receive no fees for services. Contingency fees are not fixed by law and the contingency fees provided for herein have been agreed to by both client and attorney. Any sanctions against an opposing party or counsel, such as for abuse of the litigation process, shall be entirely retained by Attorney. Contingency fees do not include defending any cross-complaints, appeals or related matters.

Client has, or will advance Attorney an initial deposit for filing fees, service of process costs and related initial expenses and /or Client shall pay to Attorney upon billing, all court or litigation costs, outsourced extraordinary photocopy expenses and any authorized investigation expenses and related expenses, if any, over and above the initial deposit. Attorney may advance and client will pay further litigation and judgment enforcement costs but attorney shall advise client in advance of any individual costs in excess of \$100. Attorney is under no obligation to advance any costs or expenses for clients benefit but may do so and bill client consistent with this agreement. Recovered costs are included in the gross recovery and are subject to contingency fees.

Arbitration of Disputes – Client has the right to preliminarily arbitrate a fee matter only pursuant Part 137 of the Rules of the Chief Administrator of the Courts. Such fee arbitration shall not pertain to any matter other than fee claims. Should any dispute ever arise over Attorneys' services, Client agrees to resolve any and all other issues through binding arbitration before a retired New York Court Judge, or other arbitrator who has expertise, as the parties may agree, at and through Judicial Arbitration and Mediation Services (JAMS). Any such Arbitration shall be held in New York, NY. Any Discovery shall be subject to the JAMS Comprehensive Arbitration Rules 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.

Should client receive any proceeds after referral of a case or cause to attorney, client shall immediately forward attorney the 1/3<sup>rd</sup> contingent fee. Attorney is given a lien and security interest on Client's judgment, claims, any proceeds, and any additional causes of action to the extent of the contingent fees and costs herein provided, and Client expressly assigns that amount to Attorney. Attorney may retain its' contingent fee from the amounts received by attorney from settlements, collections, suit or otherwise. Attorney will deposit all proceeds to its State Bar required Attorney's Client Trust Account and is authorized to endorse Client's name to all such proceeds checks for deposit only to the Client Trust Account. If more than one matter is being handled, Attorney shall account for deductions for the amount owed by client as to related matters.

Client acknowledges that Attorney has made no guarantee regarding the successful collection of Clients judgment. All statements or expressions relative thereto are a matter of its opinion only and constitute estimates, predictions and speculation as to future events. At Attorney's own expense, Attorney may associate other counsel, such as for the court appearances and related services, in the pursuit of Client's claims or causes of action. This retainer agreement does not include renewal of any expiring judgment and Attorney is under no obligation to renew the judgment at issue herein. .

Client may terminate Attorney subject to attorney's claim for fees in accordance with applicable law and the California Rules of Professional Conduct. In the event Attorney determines it does not wish to continue pursuing Client's claims or causes of action on contingent fee basis, Attorney may withdraw from the case at any time upon giving written notice to Client at Client's last known address. Attorney shall be under no obligation to advise client as to any future rights, remedies or obligations upon withdrawal.

GREENBAUM LAW GROUP, LLP

CLIENT \_\_\_\_\_

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

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