

# GREENBAUM LAW GROUP, LLP

1271 Avenue of the Americas, 43<sup>rd</sup> Floor  
New York, NY 10020  
<http://www.CollectionLaw.com>

Tel: (212) 732-6837  
(800) 519-0562  
Fax: (888) 760-7210

## CONTINGENT FEE RETAINER AGREEMENT SISTER STATE JUDGMENT ENFORCEMENT

THIS AGREEMENT is made on \_\_\_\_\_, 201\_ at New York, NY between GREENBAUM LAW GROUP, LLP, (hereinafter "Attorney") and \_\_\_\_\_, (hereinafter "Client") and/or whomsoever may be liable to pursue entry of a sister state judgment in New York against \_\_\_\_\_.

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 1/3<sup>rd</sup> of any amounts (including principal, interest, costs or attorneys fees) from settlement or enforcement of judgment or 40% if there is an evidentiary challenge to the validity of the Sister State Judgment. If an evidentiary hearing challenging the validity of the Sister State Judgment is filed by the Debtor, Client will have its' originating sister state counsel provide the factual and legal arguments supporting the validity of the Sister State Judgment and provide such factual and legal arguments to Attorney at Clients expense. In the event there is no recovery, then Attorney shall receive no fees for services. Contingency fees are not fixed by law and are negotiated between the Attorney and the Client. Any sanctions against an opposing party or counsel shall be entirely retained by Attorney. Contingency fees do not include defending any cross-complaints.

Client 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, extraordinary out of pocket 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 costs but attorney shall advise client in advance of any individual costs in excess of \$100.00 for other than the initial filing fee. Recovered costs are included in the gross recovery subject to contingency fees.

Arbitration of Disputes – Client has the right to preliminarily arbitrate a fee matter only in accordance with 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 contingent fee. Attorney shall have a lien and security interest on Client's claims, causes of action, any proceeds, and any judgments 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, 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 amounts owed by client as 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. At Attorney's own expense, Attorney may associate with other counsel, such as for the court appearances and related services, in the pursuit of Client's claims or causes of action. Client may terminate Attorney subject to attorney's claim for fees in accordance with applicable law and the California State 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.

GREENBAUM LAW GROUP, LLP

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

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

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