

# GREENBAUM LAW GROUP LLP

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## CONTINGENT FEE RETAINER AGREEMENT SISTER STATE JUDGMENT ENFORCEMENT

THIS AGREEMENT is made on \_\_\_\_\_ 20\_\_ at Newport Beach, California, between GREENBAUM LAW GROUP LLP (hereinafter "Attorney") and \_\_\_\_\_ (hereinafter "Client") and/or the judgment creditor to pursue domestication of a sister state judgment in against \_\_\_\_\_ .

Attorney agrees to take such actions and steps deemed by Attorney to be advisable and economically justifiable, 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 on third (1/3<sup>rd</sup>) of any amounts (including principal, interest, costs or attorneys fees) from settlement or enforcement of judgment. If an evidentiary hearing challenging the validity of the Sister State Judgment is filed by the Debtor, Client will pay attorney 40% of any amounts (including principal, interest, costs or attorneys fees) from settlement or enforcement of judgment. Client will also arrange for their sister state counsel prepare the judgment specific factual and legal arguments supporting the validity of the Sister State Judgment in its home state 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. Attorney is not engaged to defend any cross-complaints, renew any judgments or liens, participate in any appeals, or undertake any related matters pursuant to this Contingent Fee engagement agreement.

Client has, or will advance Attorney an initial deposit for filing fees, service of process costs and related initial expenses. Client shall pay to Attorney upon billing, all court or litigation costs, extraordinary costs, and any authorized investigation expenses and related expenses, if any, over and above the initial deposit. Attorney may advance and client will pay other litigation related 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 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 any dispute ever arise over Attorney's services, Client agrees to resolve any and all other issues through binding arbitration before a retired California 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 Orange County, California. 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.

Client and Attorney agree that a faxed, scanned or imaged signature may be deemed to be an original signature for all purposes in this representation. Should client receive any proceeds after referral of a case or cause to attorney, client shall immediately forward attorney the contingent fee. Attorney is given 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 collection or termination of this or any claims or causes of action. Any expressions or communications are opinion, prediction, estimate and speculation 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 Bar 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. The Attorney-Client relationship ends when either Client or Attorney exercises the right of termination pursuant to the terms of this Agreement, whether or not Client has obtained new counsel.

GREENBAUM LAW GROUP LLP

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

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

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