

# LAW OFFICE OF CURTIS MCINTOSH

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## POST JUDGMENT CONTINGENT FEE RETAINER AGREEMENT

THIS AGREEMENT is made on \_\_\_\_\_, at San Diego, California, by and between CURTIS MCINTOSH, hereinafter referred to as "Attorney" and \_\_\_\_\_, (hereinafter referred to as "Client") to enforce a judgment entered in Case Number \_\_\_\_\_ in \_\_\_\_\_, California.

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 40% 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. Any sanctions against an opposing party or counsel shall be entirely retained by Attorney.

Client has advanced Attorney an initial deposit for costs and expenses of \$100.00 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 additional costs in excess of \$100.00.

Legal fees are not fixed by Law and the fees provided for herein are determined pursuant to negotiated agreement between Attorney and Client herein. Contingency fees do not include defending any cross-complaints. Attorney may be asked to pursue collection action against the same debtors by other Clients. Client consents to Attorney's representation of other creditors against the same debtors and waives any potential or actual conflict of interest that could arise due to pursuit of the same debtors on behalf of other creditors.

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 and sum herein provided as Attorney's fees and disbursements, and Client expressly assigns to Attorney any and all causes of action, proceeds, and any judgments to the extent of Attorney's fees and disbursements. 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. 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.

In the event Client, while 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, takes steps to either, a) terminate the employment of Attorney; or b) fails to cooperate with Attorney in the prosecution of the case or cause; c) voluntarily directs Attorney to terminate efforts, Attorney shall be entitled to his full contingent fee.

LAW OFFICE OF CURTIS MCINTOSH

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

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

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