

LAW OFFICE OF CURTIS MCINTOSH

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CONTINGENT FEE RETAINER AGREEMENT

SISTER STATE JUDGMENT ENFORCEMENT

THIS AGREEMENT is made on _____, 2008 at San Diego, California, by and between CURTIS MCINTOSH, hereinafter referred to as "Attorney" and _____, (hereinafter referred to as "Client") to pursue collection and enforcement of a judgment entered _____ (date), in the following court: _____. Case Number _____. It is expressly agreed that legal services are limited to the State of California.

Attorney agrees to take such steps in said matter 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 from settlement or enforcement of judgment. This fee is not set by law but is negotiable between Attorney and Client. 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 of \$ _____ for costs and expenses to be deposited to Attorney's General Operating Account. Attorney shall be reimbursed any costs he advances from any recovery prior to any disbursement of funds. A written itemization of all costs incurred by Attorney shall be furnished to Client at the conclusion of the matter

Attorney is hereby given a lien and security interest on Client's claims, causes of action, any proceeds, and any judgments there under, to the extent of the share herein provided, and Client expressly assigns that amount to Attorney. It is agreed that Attorney may retain his 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 his opinion only. Attorney may associate other counsel at his 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 his full contingent fee.

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CLIENT: _____

By: _____ By: _____