

Law Offices of
EVAN S. KAGAN, P.A.

PROPOSED LIMITED LEGAL SERVICES RETAINER AGREEMENT

This Limited Services Agreement ("Agreement") is entered into between _____ ("Client") and the Law Offices of Evan S. Kagan, P.A. ("Law Firm"). They agree as follows:

1. Law Firm's Explanation of the Terms of This Agreement.

As Law Firm has explained to Client, this Agreement is different from the usual Law Firm-client agreement for several reasons. First, unlike the usual agreement, this Agreement is for (a) limited legal service(s), rather than for the complete array of services that lawyers often provide to their clients in the pre-litigation and litigation phases of a lawsuit.

Second, in this Agreement, Client has agreed to do a number of different things, or to arrange for another person to complete these tasks. They are set forth in Para. 9. Third, the total fee will be less than the Law Firm's normal full-service Law Firm's fee, because the scope of the legal services that Law Firm has agreed to provide to client is limited.

2. Scope of Legal Representation.

A. The Limited Legal Service(s) That Law Firm Has Promised To Provide. The promised limited legal services promised in this Agreement are:

(i) Letter of Representation and Verification.

Law Firm shall transmit a letter of representation and request for verification to any third party with whom Client has allegedly entered into a contract with. Exhibit A shall be the sole parties with whom Client would like Law Firm to contact.

The letter shall indicate that Client is represented by a Law Firm, does not desire to be contacted, and demands certain documents that shall assist Law Firm in determining as to what obligation (if any) Client has under the terms of any contract, agreement, or open account and/or evaluate any potential claims the Client may have against the counterparty to the contract.

(ii) Auditing of Documents Produced.

Law Firm shall audit the documents that are produced, including any original advertising, applications, disclosures, statements, contracts, correspondence to and from counterparty.

The audit shall seek to identify any discrepancies in the accepted offer as well as any potential violations of federal and state consumer protection laws.

(iii) Instructions to Client.

Law Firm shall identify Client's rights and remedies based upon the conclusion of the audit described above. Should Law Firm identify any immediate claims that are available to Client against counterparty, Law Firm shall request permission to initiate litigation.

Prior to initiation of litigation, Client and Law Firm shall execute a "Litigation Agreement" that details the costs and fees associated with initiation of litigation. Generally, litigation services are provided on a contingency fee basis with no costs to the Client unless a recovery of damages and/or Law Firm's fee is had. Client may rescind any contract and direct Law Firm to cease performing under the terms of said contract.

(iv) Defensive Litigation.

In the event that Client shall be the subject of litigation, Law Firm shall defend Client in such action with such defense including the filing of any appeals. Client shall only be obligated to pay the filing fees associated with the filing of an appeal.

(v) Prosecution of Claims.

In the exclusive independent legal judgment of Law Firm, Law Firm shall prosecute any claims Client may have against any counterparty or any third party identified during the course of litigation.

(vi) Settlement of Claims.

Law Firm shall cause counterparties and other parties to enter into Settlement and Release agreements. **THERE IS NO CHARGE TO CLIENT FOR THE SERVICE OF RENEGOTIATING, SETTling, OR IN ANY OTHER WAY ALTERING THE TERMS OF ANY DEBT BETWEEN THE CLIENT AND ANY UNSECURED CREDITOR OR DEBT COLLECTOR, INCLUDING**

A REDUCTION IN THE BALANCE, INTEREST RATE OR FEES OWED. THIS SERVICE IS PROVIDED FREE OF CHARGE AND INCIDENTAL TO SERVICES i-v ABOVE.

(vii) Of Counsel Employment.

The Law Firm employs “Of Counsel” attorneys. Client understands that Law Firm employs attorneys that either reside in Client’s state or are admitted to practice law in Client’s state.

“Of Counsel” is a term that is used when the attorney is employed by the Law Firm but not a shareholder or partner. If you would like to obtain additional information regarding the Of Counsel attorney that resides in your state or is admitted to practice in your state, please contact your dedicated paralegal.

In the event that Client desires to add additional parties to Exhibit A, fees shall be adjusted accordingly.

B. Services Not Listed Above Will Not Be Provided. If a legal service is not listed in Para. 2 (A), Law Firm has not agreed to provide it to Client.

Again, the true test is whether the service is listed in Para. 2 (A). If not, Law Firm will not provide it.

3. Effective Date of Agreement.

This Agreement will take effect upon the execution of it by both parties, i.e., at a time when both parties have signed it.

4. Automatic Termination of Agreement.

This Agreement automatically will terminate when Law Firm has provided the services set forth in Para. 2 (A) without any further act or communication by either Law Firm or Client. If Law Firm requests Client to do so, Client will support, as requested by Law Firm, Law Firm's right to stop representing Client when Law Firm has met his obligations under Para. 2 (A).

5. Law Firm's Fee.

The Law Firms' fee for these services shall be a **NON-REFUNDABLE** fee of **\$9,000.00** which includes an initial down payment of **\$ 0.00**. The fee is earned by the Law Firm upon receipt or billing. The remainder of the fee shall be paid in monthly installments as a convenience to the Client. Your monthly payment shall be **\$500.00** per month for a period of **18** months.

6. Costs, Expenses, and Other Expenditures.

There shall be **NO** additional monthly fees.

7. Obligations of Client.

To help Law Firm represent Client effectively, and to reduce the costs of the representation, Client agrees:

A. Maintain an accurate and complete communications log that details the name of any caller, the name of the corporation the caller is employed by, the telephone number of the caller, address of the caller, and the nature of the conversation. Communications logs are to be faxed to the Law Firm each Friday. However, in the event that an immediate concern arises, Client shall notify Law Firm immediately of such concern and immediately fax the communications log to the Law Firm. Communications logs can be emailed as well;

B. To collect any correspondence that is mailed to the Client whether certified or regular mail and forward it within 24 hours of receipt to the Law Firm either via facsimile or scanned email, or regular mail;

C. To make himself or herself available for any meetings, interviews, or other events that Law Firm requires, including at Law Firm's office if requested;

D. To carefully consider Law Firm's advice before making any major decisions;

E. To make himself/herself available to provide sworn testimony, e.g., in a deposition, affidavit, trial or other proceedings, when Law Firm requests this;

F. To immediately tell Law Firm if and when Client moves (changes residences), changes jobs, changes a phone number or other electronic means of

communication, or otherwise makes it difficult for Law Firm to communicate with Client;

G. To inform Law Firm about any new developments or information in the matter, e.g., court notices, letters from the opposing party, new factual developments, or other similar developments;

H. To respond to Law Firm's communications (Letters, telephone calls, or other forms of electronic forms of communication) as soon as reasonably possible; and

I. To otherwise, as indicated by Law Firm, help Law Firm provide the services identified in Para. 2(A) and to effectively represent Client.

J. To obtain a copy of Client's credit report from Experian, Equifax, and TransUnion upon execution of this Agreement and forward it to Law Firm immediately upon request. This can be obtained for free by visiting www.annualcreditreport.com.

8. Possible Conflicts of Interest.

If Law Firm determines that he represents another client whose interests conflict, or are likely to conflict, with Client's interests, Law Firm reserves the right to terminate this Agreement, while protecting the confidentiality of any privileged information that Client has provided to Law Firm.

9. Ground To Terminate This Agreement.

A. Client may terminate this Agreement for any or no reason, although Client still will be legally obligated under this Agreement to meet Client's obligations to Law Firm, including the obligation to pay to Law Firm the agreed-upon Law Firm's fee to the extent it has been earned.

B. Law Firm may terminate this Agreement if, in Law Firm's sole judgment, Client has failed to fulfill one of Client's material obligations under this Agreement, or for other good cause, or for any other reason authorized by law (including the ethical rules that govern lawyers).

10. Client's Informed Consent.

Client has carefully read this Agreement and considered the additional information

and advice that Law Firm has provided to Client. Client understands the possible risks and benefits of the limited-service representation described in this Agreement. Understanding those possible risks and benefits, Client voluntarily, knowingly, and intentionally enters into this Agreement with Law Firm.

Evan S. Kagan, Esquire

Date:

Date:

EXHIBIT A

Name: CITI

Account #:

Amount Allegedly Due: \$10,000.00

Name: Bank of America

Account #:

Amount Allegedly Due: \$20,000.00

Name: Discover

Account #:

Amount Allegedly Due: \$750.00

Name: Capital One

Account #:

Amount Allegedly Due: \$800.00

CLIENT CONTACT INFORMATION

NAME:

ADDRESS:

CITY, STATE, ZIP:

TELEPHONE:

ALTERNATE TELEPHONE:

ELECTRONIC MAIL:

ELECTRONIC FUNDS TRANSFER

CLIENT(S) authorize(s) Law Offices of Evan S. Kagan, P.A. to automatically deduct from CLIENT'S account, as indicated below:

Amount of Monthly Payment	\$ 500.00
Type of Account	Checking Savings (check <u>one</u>)
Bank Routing Number	
Bank Account Number	
Date of First Payment	10/15/2010 in the amount of \$500.00
Recurring Payment Date	15 th of each month starting on 11/15/2010
Name of Account Holder	

There will be a \$25.00 charge for any returned check or NSF withdrawal.

I understand that if I want to suspend or stop the automatic withdrawal from my account, I must give notice of at least seven (7) working days before the date of the next scheduled automatic withdrawal.

Date

Client

Date

Client

*****ATTACH A COPY OF VOIDED CHECK*****

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you will talk with other lawyers.
2. Any contingent fee contract must be in writing and you have three (3) business days to reconsider the contact. You may cancel the contract without any reason if you notify your lawyer in writing within (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about his or her actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingent fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingent fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case, and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for cost, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered, or on the amount recovered minus the costs.
7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money which you might have to pay to your lawyer for costs and liability you might have for Law Firm's fees to the other side.
8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement you need not pay any money to anyone – including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.
9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing, and to have these questions answered to the best of your lawyer's ability.
10. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated, and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.
11. If, at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call (904) 222-5286, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court, and you may wish to hire another lawyer to help you resolve this disagreement. Usually fee disputes must be handled in a separate lawsuit.

Date

Agreed and accepted to by:

Law Offices of Evan S. Kagan, P.A.

By: Evan S. Kagan, Esq.

Date

CONTINGENT FEE
RETAINER AGREEMENT

I HEREBY RETAIN the Law Offices of Evan S Kagan, P.A., (“Law Firm”) to represent me with respect to the following legal matter:
Violations by all creditors listed on Exhibit A from the Proposed Limited Legal Services Retainer Agreement of the:

TILA FCBA FDCPA FCRA ECOA Common Law

I AGREE to pay Law Firm the following fees based upon the gross amount recovered:

- A. 33-1/3% of any recovery, through the time of filing of an answer or a demand for the appointment of arbitrators; or
- B. 40% of any recovery, from the time of filing an answer or a demand for the appointment of arbitrators, through the entry of judgment:
- C. However, in the event that all defendants admit liability at the time of filing their answers and request a trial only on damages: 33-1/3% of any recovery.
- D. An additional 5% of any recovery after notice of appeal is filed or post-judgment relief or action is required for recovery on the judgment.

I UNDERSTAND THAT IN THE EVENT THAT I DISCHARGE MY LAW FIRM WITHOUT CAUSE, I SHALL BE LIABLE TO PAY THEM A REASONABLE FEE BASED UPON THE TIME EXPENDED ON MY CASE AT THEIR CUSTOMARY RATE AS OF THE DATE OF DISCHARGE.

The undersigned client has, before signing this contract, received and read the statement of client’s rights and understands each of the rights set forth therein. The undersigned client has signed the statement and received a signed copy to refer to while being represented by the undersigned attorney.

This contract may be canceled by written notification to the Law Firm at any time within 3 business days of the date the contract was signed, as shown below, and if canceled, the client shall not be obligated to pay any fees to the Law Firm for work

performed during that time. If the Law Firm has advanced funds to others in representation of the client, the Law Firm is entitled to be reimbursed for such amounts as the Law Firm has reasonably advanced on behalf of the client.

Dated this _____ day of _____, 2010.

APPROVED AND ACCEPTED on the foregoing terms at Broward County, Florida this _____ day of _____.

LAW OFFICES OF EVAN S. KAGAN, P.A.

Evan Kagan, Esquire

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that _____ in individual (the "Client"), hereby appoints and constitutes **The Law Offices of Evan S. Kagan, P.A.**, a Florida Professional Association, its employees, agents, and lawyers (the "Firm"), to be its true and lawful Attorney, to act for and in his/her name, place and stead, and authorizes it, in the name and on behalf of the Client:

- (a) to contact and communicate with alleged creditors regarding balances alleged owed and/or outstanding and whether such accounts are in litigation, to initiate disputes regarding certain credit card transactions, and to execute and deliver any and all documents to ascertain the amounts alleged owed and to validate such debts and to facilitate the elimination of such debts (collectively, the "Validation"); and
- (b) to execute any other documents, certificates, instruments or agreements and to take such other actions which such Attorney in his sole discretion may deem appropriate and which may be necessary to ensure an accurate understanding of all alleged creditors and all amounts alleged to be owed, and whether such accounts are in litigation.

The Client hereby authorizes the Attorney named herein to take any and all actions and to execute and deliver any and all documents related to the Validation as fully, amply, and effectually, for all intents and purposes, as the Client ought or might take, execute or deliver if personally represented. The Client further ratifies and confirms any and all actions lawfully taken by the aforesaid Attorney in carrying out the powers set forth above.

IN WITNESS WHEREOF, the Client has executed this document under seal this _____ day of _____, 2010.

By: _____

Print: _____

STATE OF Pennsylvania

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public

AFFIDAVIT IN SUPPORT OF TRUTH IN LENDING ACT DISPUTE

STATE OF Pennsylvania

COUNTY OF _____

On this day personally appeared before me, the undersigned authority, _____, who is personally known by me or has produced identification to me, who first being duly sworn deposes and says:

1. I am over the age of eighteen and otherwise *sui juris*.

2. The statements made herein are made upon my personal knowledge and reasonable belief.

3. I did not agree to the interest rate being charged on my credit card account issued by all accounts listed on **Exhibit A**.

4. I attempted to recreate the banks math or in the alternative check that the banks math was accurate but it was to no avail. Accordingly, I have a good faith belief that there is a mathematical error on the periodic billing statement.

5. I authorize my attorney to dispute the sum allegedly due on the account and request clarification of each and every charge posted to the account within the previous 60 days including a request for the documentary evidence thereof.

FURTHER AFFIANT SAYETH NAUGHT

Sworn to and subscribed before me this _____ day of _____, 2010.

NOTARY PUBLIC

Printed Name of Notary Public

My Commission Expires:

The Law Offices of Evan S. Kagan
EMAIL NOTIFICATION AUTHORIZATION
COMPLETE, SIGN, AND EMAIL OR FAX TO THE LAW OFFICES OF EVAN S. KAGAN

(PLEASE PRINT)

Last Name First Name Middle Initial

Address

City State Zip Code

Email Address @ _____

I authorize THE LAW OFFICES OF EVAN S. KAGAN to use email notification for business related to my account.

I understand that by supplying my email address, I am requesting email notification regarding my Credit Monitoring account.

I understand it is my responsibility to check my account, and that THE LAW OFFICES OF EVAN S. KAGAN cannot be held responsible for email notices that do not reach my address.

I understand that email communication is not secure and that other members of my household with shared email accounts may view my personal account information.

I understand that I may reverse this authorization by contacting THE LAW OFFICES OF EVAN S. KAGAN with my request to be removed from the email notification system, or by requesting removal of my email address from my account record. Requests will be processed within 7 business days of receipt.

Your Signature _____

Date _____ **Phone** (____) _____ - _____

Please be sure to notify THE LAW OFFICES OF EVAN S. KAGAN whenever your email address changes!

OFFICE USE ONLY Office: _____ Account Updated: Date _____ Staff Initials _____

LAW OFFICES of EVAN S. KAGAN, PA
555 SW 12th Ave Suite 210
Pompano Beach, FL 33069
TEL: 877.694.9729
FAX: 954.337.0930
EMAIL: evan@evankaganlaw.com