



Chris Peterson  
Kassi Horner  
Joshua Benn, Of Counsel

February 4, 2009

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Engagement Letter

Dear Mr. \_\_\_\_\_:

This letter confirms that you have retained our firm as legal counsel and summarizes the scope and terms of our representation.

**FILE PLACEMENT**

\_\_\_\_\_ (“Client”) agrees to submit the necessary documentation in order to place an account for collection. Additionally, Client agrees to provide the Peterson Law Group (“Firm”) with standard settlement and suit parameters. Client must approve any settlements or requests for suit outside of the stated parameters. The Firm reserves the right to reject or return accounts in its discretion.

**CLIENT REPRESENTATIONS**

Client represents that the data supplied on the placed account(s) is accurate. Client further represents that no 1099-C has been issued to the debtor on the placed account(s).

**FEES**

Firm will handle the collection of all files forwarded from Client on a 35% contingency basis for any recoveries made, plus costs. The contingency fee would be applied to any principal amounts, interest or attorneys’ fees collected by Firm. The contingency fee would also apply to any payments directly paid to Client after a file has been placed with the Firm. Client agrees to notify Firm of any direct payments within ten (10) days of receipt of such direct payments.

**COSTS**



Chris Peterson  
Kassi Horner  
Joshua Benn, Of Counsel

Client will advance all costs incurred on any file. Generally, advanced costs will include sheriff fees, private process service fees, court filing fees, subpoena fees, or garnishment fees. Firm will notify Client of any amount required for the advanced costs. All unused advanced costs will be returned by Firm to Client when a file is resolved or representation of Client by the Firm is terminated.

### **SETTLEMENT AUTHORITY/PARAMETERS**

Firm is authorized to settle any account subject to this Agreement for any amount greater than \_\_\_\_\_% of the original claim amount (excluding interest, finance charges and late charges) without further advance discussion. Client must approve any settlements or requests for suit outside of these stated parameters.

### **REMITTANCES**

Firm shall remit to Client all recoveries less its contingency fee once per month unless otherwise agreed between the parties.

### **CONTESTED FILES**

Firm reserves the right to deviate from the contingency fee arrangement described above in the event that a bona fide answer or counterclaim is received on a collection file. At that point, the Firm would offer Client the option of closing the file if allowed under applicable rule or reverting to hourly billing. Any bona fide answer becomes a matter of business litigation rather than collection. We feel business litigation files are more properly handled on an hourly billing basis. Since the majority of answers are simply general denials submitted for stall or delay purposes, the Firm will continue to handle that type of answer under our normal contingency arrangement.

### **INVOICES AND INTEREST**

Firm normally prepares and sends invoices for fees each month. Client will receive a remittance report listing all files in which a financial transaction occurred in that billing cycle. The remittance report will identify payments received, along with applicable attorneys' fees that were withheld by the Firm. Client will be billed for direct payments. Client, not Firm, is responsible for any 1099-C reporting requirements. Invoices not paid within fifteen (15) days are considered past due and bear interest at the rate of 6% per annum or the maximum rate allowed by law, whichever is less.

### **CHECK NEGOTIATION**



Chris Peterson  
Kassi Horner  
Joshua Benn, Of Counsel

Firm has authority to negotiate any checks and/or money orders payable to Client or on Client's behalf. Any such checks or money orders will be deposited into Firm's trust account and remitted to Client in accordance with this Agreement.

**TERMINATION**

This Agreement shall remain in force unless terminated in writing by Client or Firm.

If the terms are acceptable, please sign the bottom of this engagement letter where indicated and return one fully executed original to Firm's office. We appreciate the opportunity to represent you.

Very truly yours,

Peterson Law Group

\_\_\_\_\_  
Christopher W. Peterson,  
For the firm

\_\_\_\_\_  
I fully understand and find acceptable the fees and disbursement terms of the foregoing engagement letter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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



Chris Peterson  
Kassi Horner  
Joshua Benn, Of Counsel

### **Notice to Clients**

Texas law requires that all attorneys provide their clients with the following notice about the existence of the attorney grievance process: “The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar’s Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint. Please call 1-800-932-1900 toll-free for more information.”