

“SAMPLE”

STERN & STERN REFERRAL AGREEMENT

This agreement between _____ with it's main office located at _____ (herein referred to as “client”) and Stern & Stern, P.C. (herein referred to as “Attorney”) located at 3002 Merrick Road, Bellmore, New York 11710 is for the purpose of the Attorney rendering services in the collection of outstanding obligations due the client and is subject to the following terms and provisions.

(1). Client shall provide Attorney all records and documentation necessary to establish the debt due and owing. That should the information contain social security or other personal information protected by New York and Federal law that this information shall be sent via paper or by encrypted electronic date transfer.

(2). That upon receipt of a new matter(s), Attorney shall provide the client with an acknowledgment and acceptance of the matter(s).

(3). Attorney agrees to take such steps in said matters deemed by Attorney to be advisable, including instituting appropriate legal proceedings. Attorney may negotiate for the terms of settlement or compromise, but no settlement or compromise shall be made without the approval of the Client.

(4). 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 _____ of any amounts collected by Attorney or client (including principal, interest, costs or Attorneys fees) after referral of the matter. 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. The contingency fees provided for herein have been agreed to by both client and Attorney. Any sanctions against an opposing party or counsel, such as for abuse of the litigation process, shall be entirely retained by Attorney.

(5). Contingency fees does not include defending any cross-complaints, appeals or related matters. If such a situation arises the client will have the option of utilizing outside counsel or have said matter retained by Attorney an the hourly rate of \$350.00/hr.

(6). Client will pay for filing fees, service of process costs and related expenses upon billing, and all other court or litigation costs and any authorized investigation expenses and related expenses. Attorney may advance and may deduct from collection all costs outlaid. 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.

(7). Client shall notify Attorney of all payments received either directly from the debtor or from any third party within thirty days after receipt of said payment. That both parties recognize that this is necessary to maintain accurate records of the proper balance due and essential to compliance with State and Federal Law.

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(8). That Attorney shall provide an itemized statement of all collections and costs by debtor and submit a net remittance up to the amount of referral prior to the tenth day of each month.

(9). 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.

(10). 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.

(11). Client has the right to terminate the Attorney’s services at any time. That in this event Attorney may retain all matters in which payments have been received within 60 days of notice of termination and upon matters in which the Attorney has entered a judgment and obtained a lien upon real property. All other files will be promptly closed with no fee due and owing. Should Client wish active litigation to be continued by other counsel, an executed substitution on such matters will be promptly provided. It is understood that all records and documentation obtained from Client are readily available and do not have to be returned by Attorney in the even services are terminated.

(12). In the event of a dispute over Attorney’s services, Client agrees to resolve any and all issues through binding arbitration using American Arbitration Association within New York State County of Nassau.

(13). 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 at any time upon giving 10 days written notice to Client.

(14). That the party executing this agreement as Client warrant that they have full authority to bind Client to all terms stated herein.

(15). That this Agreement may be executed in counterparts and Client’s signature is deemed acceptance of all terms stated herein.

Client:

By: DO NOT SIGN
Attorney: Stern & Stern, P.C.

By: DO NOT SIGN
Kenneth D. Stern, Esq.