# FAST EVICTION SERVICE

**COLLECTION RETAINER AGREEMENT**
**Law Office of John E. Bouzane, APC – Collections Department**

**CLIENT / JUDGMENT CREDITOR INFORMATION**

**Client Name:** _____

**Defendant(s):** _____

**Case Number:** _____

**Judgment Date:** _____

**Judgment Amount:** $_____

# 1. RETENTION OF ATTORNEY

Client hereby retains and authorizes the **Law Office of John E. Bouzane, APC**, a **California professional law corporation**, to act as **Attorney of Record** for the purpose of post-judgment enforcement and collection of the above-referenced judgment. Client remains the sole judgment creditor; this Agreement does **not** assign or transfer any ownership interest in the judgment.

# 2. REPRESENTATION BY LAW CORPORATION, ASSOCIATED ATTORNEYS & AUTHORIZED PERSONNEL

Client acknowledges and agrees that:

- The **Law Office of John E. Bouzane, APC** may **assign, delegate, or authorize** any of its attorneys, associate attorneys, of-counsel attorneys, contract attorneys, paralegals, legal assistants, or other authorized personnel to perform services under this Agreement.
- All such services shall be deemed performed by the **professional law corporation** and under its supervision as required by the California Rules of Professional Conduct.
- Client expressly authorizes and retains **Law Office of John E. Bouzane, APC, its professional corporation, any attorney employed by or associated with the Firm, and any assignees, successors, transferees, or business successors of the Firm**, to act on Client's behalf regarding all aspects of post-judgment enforcement.
- The Firm may utilize investigators, process servers, court services, and other third-party vendors as reasonably necessary.
- This authorization is intended to be **broad, continuous, and effective until revoked in writing** and subject to the Firm's right to withdraw under this Agreement.

# 3. SCOPE OF SERVICES

Attorney will provide lawful post-judgment enforcement services, which may include:

- FDCPA/Rosenthal-compliant demand notices
- Skip tracing and asset location
- Sheriff levies
- Wage garnishments
- Abstracts and liens
- Bank levies
- Judgment debtor examinations (costs required upfront)
- Settlement negotiations and payment arrangements
- Collection accounting and fund remittance

Services **NOT included** in this Agreement (require a separate retainer):

- Filing a new lawsuit
- Bankruptcy actions
- Appeals
- Defense of any claim or cross-claim
- Any non-collection legal matter

# 4. CONTINGENCY FEE

Client agrees Attorney shall receive:

• **40% of all amounts collected**

This includes, without limitation:

- Payments collected directly by Attorney
- Payments made directly to Client
- Settlements or negotiated reductions
- Payment plans arranged by Attorney
- Wage garnishment recoveries
- Bank levy recoveries
- Keeper-levy and asset seizure recoveries
- Any funds paid by debtor following Attorney's efforts (voluntary or involuntary)

Client must **immediately notify Attorney** of any direct payments and remit the 40% fee accordingly.

# 5. COSTS

## 5.1 Costs That Client Must Pay Upfront

(Attorney will NOT advance these Costs)

- Obtaining a Money CCP § 585 Judgment with the additional fee of $350
- Debtor examinations
- Keeper levy / Till-tap fees
- Post-judgment motions or filings requiring court appearances

These amounts must be paid **before** Attorney initiates the specific enforcement action.

## 5.2 Costs That MAY Be Advanced by Attorney

(Reimbursed from collected funds)

At Attorney's discretion the Firm may advance:

- Court filing fees
- Sheriff fees
- Process server fees
- Skip tracing
- Asset investigation charges
- Subpoena / witness fees
- Bank levy processing costs
- Abstract of judgment & recording fees

Advanced costs are reimbursed from recovered funds prior to Client distribution.

# 6. SETTLEMENT AUTHORITY

Client authorizes Attorney to accept settlement offers of:

• **80% or more of the judgment balance**

Any settlement below 80% requires Client approval.

# 7. ACCOUNTING & REMITTANCE

- All funds collected will be deposited into the Firm's IOLTA trust account.
- Disbursements to Client (minus fees/costs) occur **on the 15th and last day of each month**.
- Attorney will provide an itemized accounting for each disbursement period.

# 8. CLIENT RESPONSIBILITIES

Client agrees to:

- Provide complete and accurate information
- Return requested documents promptly
- Disclose any contact or payment received from the debtor
- Cooperate with enforcement procedures
- Sign writs and enforcement-related documents when required
- Pay required costs in advance as outlined in Section 5.1

# 9. TERMINATION

**Client may terminate** this Agreement in writing at any time.

Upon termination:

- Attorney is entitled to the 40% contingency on any funds collected or received as a result of Attorney's efforts.
- Client must reimburse Attorney for any advanced costs.

**Attorney may withdraw** consistent with CA Rules of Professional Conduct, including for non-cooperation, non-payment of costs, or misrepresentation by Client.

# 10. CONFIDENTIALITY & COMPLIANCE

Attorney will maintain confidentiality except as required for lawful collection activities.
All enforcement activities will comply with **FDCPA**, **Rosenthal Act**, and applicable California law.

# 11. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties and may only be modified in a writing signed by both Client and Attorney.

# SIGNATURES

**Client / Judgment Creditor**
Date: _____
Printed Name: _____

Signature: _____

# CLIENT INFO *(Please complete all fields)*

**Name:** _____
**Address:** _____
City _____ State _____ Zip _____
Home Phone _____ Cell _____
Email _____

# DEFENDANT INFO *(Complete as much as possible)*

## Defendant 1

Name: _____
SSN:_____
Address: _____
Phone: _____ Cell: _____
Email: _____
Owns Property? ☐ Yes ☐ No If yes, where? _____
Employer: _____
Employer Phone: _____
Bank Name: _____
Checking Acct: _____ Savings Acct: _____

## Defendant 2

Name: _____
SSN:_____
Address: _____
Phone: _____ Cell: _____
Owns Property? ☐ Yes ☐ No If yes, where? _____
Employer: _____
Employer Phone: _____
Bank Name: _____
Checking Acct: _____ Savings Acct: _____