

LANDVER LAW

AGREEMENT FOR LEGAL SERVICES

1. **Scope of Services. By this Agreement** By this Agreement, Stephanie Morffi ("Client") asks Landver Law ("Attorney") to review for legal representation Client's potential case for violations of Rosenthal Fair Debt Collection Protection Act (FDCPA), Equal Credit Opportunity Act ("ECOA"), Fair Credit Reporting Act (FCRA), and/or other federal or state laws. If Landver Law decides the claim has merit, Landver Law will notify the Client in writing of their agreement to pursue the matter under the terms of this Agreement. If after review of Client's claim, Landver Law decides not to represent Client, Landver Law will notify Client in writing via email.

2. **If We Don't Win, You Pay Nothing.** If nothing is recovered, you will not be charged legal fees. If the Attorney is successful, legal fees and costs are paid by the debt collection agency, and/or Landver Law receives a percentage of the settlement.

3. **Legal Fees.** Legal fees will be 50% of the gross amount recovered on Client's behalf from any settlement or judgment, net of costs, consultant fees, and expenses advanced. In situations where legal fees and costs are recovered pursuant to statute, those fees and costs are paid to Landver Law. Client is not liable to pay Landver Law its attorney's fees for legal work performed otherwise than from amounts recovered on Client's behalf by Attorney.

4. **No Defense of Claims:** Landver Law does not represent you with respect to any debt Client owes, and Client understands Landver Law will not defend Client in a debt collection lawsuit brought against Client. Client understands that he/she is solely responsible to seek counsel or defend against lawsuits without Attorney. Defending Client in any claim or lawsuit brought against Client is not within the scope of this representation.

5. **Costs and Expenses:** Client does not pay costs and expense if Landver Law doesn't win. Landver Law will advance court costs, and litigation expenses (including, but not limited to, postage, filing fees, long distance calls, legal research, law clerks, copies, court reporters, travel expense, process servers, and expert witnesses). If a settlement is reached, defendants will pay all litigation expenses and the amount is deducted from the gross amount of the settlement.

6. **Distribution of Proceeds.** Any recovery in Client's case, either by judgment or settlement, will be disbursed as follows: First, Attorney will be reimbursed for all costs and expenses incurred, paid or payable including fees charged by consultants, in the case on Client's behalf; second, attorney's fees will be paid to Attorney; and third, any remaining funds will be paid to Client.

7. **Attorney's Lien and Continued Representation.** On notice to Client,

Landver Law may end representation and discharge the Client if Landver Law no longer believes the case is viable and/or if Landver Law questions the truthfulness of Client's representations. If Client wrongfully discharges Landver Law before the completion of legal work, client agrees Landver Law can assert a lien for expenses advanced the fair value of legal work performed. If a Client agrees to a settlement on the phone and then fails to sign settlement agreement paperwork required to complete the agreement, the Client agrees that Landver Law may proceed with settling the matter on behalf of the Client and recover from the total amount of the settlement any amount apportioned to legal fees and costs of representing the Client. Client agrees Landver Law may dismiss their case law suit and/or cease representation without Client's approval if the Client fails to respond to phone calls and emails from Landver Law and/or fails to cooperate or participate in the case as requested by the Attorney. In cases where Client wishes to continue the lawsuit against the Landver Law' recommendation, Attorney may withdraw from the case and Client can continue the case on his/her own and/or seek another attorney's representation.

8. **File retention.** On request, Landver Law will return to Client any documents or property provided by Client via U.S. Mail. Landver Law may store the Client's entire file electronically and may send Client of the file in electronic form. Landver Law will not supply or store client- related communications that are not part of the file.

9. **Check Endorsement.** Landver Law may endorse any settlement check made payable to both Client and Landver Law on Client's behalf (if allowed by applicable State law), and deposit it in our Landver Law IOLTA Trust Account from which settlement funds will be disbursed.

10. **Disclosure of Compensation of Counsel and Outside Vendors.** Client understands that attorney work will be performed by Attorney, admitted to in the Federal Court where the case is filed, or under the direct supervision and control of attorneys of Attorney. Other attorneys that work on Client's case will be compensated for their work either on an hourly basis, flat fee basis, or on the percentage basis of their efforts and contribution to the matter. The amount received by the Client will not be affected by the involvement of another attorney or other law firm. If a Client desires the Client may request a telephone or video consultation with Attorney handling his/her case, in line with County guidelines with respect to COVID restrictions. In addition to Landver Law hiring attorneys for your case, Landver Law may hire a non-attorney Consultant and pay them a flat fee to assist in communicating with and performing certain nonlawyer functions on your behalf such as case management and credit consulting ("Consultant"). Landver Law and Consultant are not exclusive, and Consultant engages other law firms aside from Landver Law to perform case management and credit consulting on other matters. Consultant is not a credit repair business and/or credit repair services organization and is not required to carry a surety bond or be registered as a credit repair organization. Consultant will never interfere with the attorney-client relationship established under this agreement. In the event a conflict of interest might arise between Landver Law and Consultant and/or you resulting from Landver Law hiring Consultant, you hereby consent to the potential

conflict of interest in writing by placing your initials here SM. Landver Law will bill you separately for any fees (which will ALWAYS be a flat fee in the amount of 0) charged by Consultant, per each Defendant that Landver Law initiates a claim against. Landver Law will not pay Consultant any referral fees, nor will Landver Law share any legal fees with Consultant. If nothing is recovered from your claim, you will not be charged any consultancy costs or attorney's fees. Attorney is not a credit repair business.

11. **Lien.** Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be for any sums owing to Attorney at the conclusion of services performed. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement or otherwise. The effect of such a lien is that Attorney may be able to compel payment of fees and costs from any such funds recovered on behalf of Client even if Attorney has been discharged before the end of the case. Because a lien may affect Clients property rights, Client may seek the advice of an independent lawyer of Client's choice before agreeing to such a lien. By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and - whether or not Client has chosen to consult such an independent lawyer — Client agrees that Attorney will have a lien as specified above.

12. **Arbitration.** Any dispute or claim between Client and Landver Law, arising out of or relating to this agreement (including any claim for breach of this agreement, any dispute concerning fees, costs or both, any claim based upon alleged professional malpractice or misconduct and any other disagreement of any kind or description regardless of the facts or the legal theories involved) shall be resolved by binding arbitration through an American Arbitration Association facility, and be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The giving of written notice to Client of the right to arbitration of fee disputes pursuant to California Business and Professions Code sections 6200 through 6206 and the California Bar Association fee arbitration program shall not constitute a waiver of the right to arbitrate under this section. Client acknowledges that by agreeing to arbitration, Client is giving up the right to a jury or court trial.

13. **Fee Agreement:** Client agrees that electronic submission of this Agreement via email shall be sufficient to constitute the fee agreement, and Client agrees and understands that by signing this Agreement, you have agreed to the terms stated in this Agreement. Client understands and agrees that the fees as stated in this request are negotiated and are not determined by law or statute.

14. **Appeals and Collection Matters:** By entering into this retention agreement, Landver Law is authorized, but is not required to, handle any appeals or other post judgment matters, such as collection issues associated with this case. A decision by Landver Law to handle any appeal or post judgment matter will be made on a case-by-case basis. Attorney's representation is limited to this case and shall not include a new

trial or an appeal.

15. **Tax Disclosure and Acknowledgment.** Client is advised to obtain independent and competent tax advice as settlement and judgment awards give rise to tax consequences. Landver Law cannot, will not, and does not render any tax advice, and Client understands he/she should seek advice from a qualified tax professional or tax attorney. Client understands a settlement will result in a tax consequence, and a 1099-MISC may or may not be issued to Client by the defendant, per the provisions of Internal Revenue Code Section 6041, for the gross amount of the settlement obtained. Client understands if debt waiver is part of the settlement, Client may receive a 1099-MISC for the waiver of the debt from the defendant. Client acknowledges and understands Landver Law shall have no liability for failing to advise or counsel Client on the tax consequence of Client's settlement and Client agrees to consult with a qualified tax professional to seek advice.

16. **Entire Agreement.** This is our entire agreement. Attorney makes no promises or guarantees about the outcome of the case.



Client's Signature

April 8, 2021

Date

Stephanie Morffi

Print Name

Email: stephanie_morffi@yahoo.com

Phone: 786-678-7692

SS #: 595385291

Sign: _____

By: Alina Landver, Esq