

# Services of: Wyolaw, LLC 5830 E. 2nd Street

**Casper, WY 82609**

This document is a legally binding agreement confirming that you (“Client”) and Summit Law Firm (“Summit”) wish to form an Attorney / Client relationship.

Pursuant to this Agreement’s terms, Summit will assist you with the resolution of burdensome debt, and as such, the Representation contemplated in this Agreement is referred to as a Debt Resolution Program. In return for Summit’s services, you agree to pay specific amounts to Summit, as specified in this Agreement and its enclosures.

Client is retaining Summit to help resolve specific debts that Client cannot reasonably satisfy according to existing terms. These specific debts are listed in this Agreement.

Client must pay as agreed for Summit to operate as contemplated in this Agreement. The law firm puts in place a customized strategy based on the individual client and their debts in order to effectuate the goals of the law firm’s representation. Following this strategy, Summit’s ability to resolve the proposed debt load is projected to take a number of months and an amount of payments listed in this document. A variance from this strategy, including Client’s failure to make timely payments, will directly affect Summit’s ability to perform as agreed.

Summit holds itself to a standard of minimum results even though Creditors are under no obligation to negotiate with you, Summit, or anyone else. Summit takes this risk in exchange for Client’s promise not to unreasonably withhold consent when presented with offers to settle debts.

The specifics of Summit and Client’s responsibilities and expectations with regard to this relationship are discussed in this Agreement in the following order:

1. *LEGAL SERVICES SUMMIT PROVIDES*
2. *FEES AND COSTS OF SERVICES PROVIDED*
3. *SUMMIT’S PERFORMANCE STANDARD*
4. *TERMINATION OF REPRESENTATION*
5. *FURTHER IMPORTANT TERMS AND DISCLOSURES*
6. *ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION*

**Following the Attorney / Client Agreement are various notices, disclosures, schedules, lists, and authorizations related to this Agreement’s terms. All enclosed documents are material to Summit’s representation of Client, and are incorporated into this Agreement.**

**Client Information**

|  |  |  |
| --- | --- | --- |
| **CLIENT** | | |
| *Full Name:* | *DOB:* | *SSN:* |
| *Address:* | *City* | *State, Zip Code:* |
| *Home Phone:* | *Cell Phone:* | *Email Address:* |

|  |  |  |
| --- | --- | --- |
| **CO-CLIENT** | | |
| *Full Name:* | *DOB:* | *SSN:* |
| *Address:* | *City* | *State, Zip Code:* |
| *Home Phone:* | *Cell Phone:* | *Email Address:* |

###### PROPOSED PROGRAM INFORMATION

|  |  |
| --- | --- |
| *Total Unsecured Debt:* | *\*Estimated Program Length (months):* |
| *Date of First Payment:* | *Program’s Payment Amount:* |
| *\*Estimated Total Payments:* | *Law Firm Contact:* |

\* - The estimates provided above are just that – good faith estimates. The actual results vary on a case by case basis. In addition, the accuracy of these estimates is dependent on the accuracy of the information that you provide, the terms of the settlements we are able to negotiate with your creditors and on your ability to save a consistent amount each month.

* 1. **LEGAL SERVICES SUMMIT PROVIDES**

Summit’s services are performed by a group of professionals, including attorneys, paralegals, negotiators, assistants, and others. Attorneys directly supervise the activities they do not directly perform. Summit will perform the various services described in this section.

* 1. ***Debt Analysis***

Summit will review Client’s personal hardship and other debt circumstances and formulate a plan to negotiate improved terms.

* 1. ***Negotiate and Resolve Client Debt***

Summit will represent Client in the negotiation and resolution of the unsecured debts listed in the Creditor List enclosed with this Agreement. Representation related to any debt is governed by the promises and limitations discussed throughout this Agreement.

* 1. ***Litigation Defense Services***

Summit will advise and represent Clients in their defense of litigation initiated by creditors or collectors to recover debts listed in this Agreement. Summit attorneys are immediately notified of litigation, and may be assigned to address any litigation served on Client after the effective date of this Agreement. Litigation services are further conditioned and limited by other terms of this Agreement, circumstances of practicality, and jurisdictional rules.

* 1. ***Services Outside Scope of Representation***

Summit’s services are limited to those specifically listed above. This means that Summit will not provide accounting, financial planning, or tax advice. Summit does not engage in credit repair or credit reporting. Summit does not attempt to resolve debts on which a judgment has been obtained. Bankruptcy services, and defense or prosecution of any debt not listed in this agreement are outside the scope of representation. Further, Summit cannot guarantee that creditor or collector harassment will cease at any point in the representation. However, under some circumstances, Summit may take appropriate legal action against creditors or collectors engaged in illegal activity.

* 1. ***Work Performed by Contracted Parties***

Summit Law Firm may contract work relating to this Agreement to third parties for such tasks including, but not limited to customer service and debt negotiations. Summit attorneys will supervise all third-party entities to ensure contracted services comply with Summit's rules and regulations.

* 1. ***Litigation Defense Services***

Creditors and/or debt collectors may file lawsuit(s) against Client in order to collect non-payment of owed debt(s). Summit will provide Litigation Defense Services in the event the client receives a Summons and Complaint. The Litigation Defense Services will include work done in court and/or negotiations out of court. Summit’s Litigation Defense Services and limitations include:

***Services***

1. Summit will receive, review, and analyze any summons, complaint, petition, application, or other operative pleading the client has received.
2. Summit will evaluate potential legal defenses to the Plaintiff creditor’s suit.
3. Summit will review, analyze, and counsel Client regarding collection activity and debt restructuring associated with the litigated debt.
4. Summit will engage with the Plaintiff or its hired legal counsel on Client’s behalf to negotiate a resolution of the litigation.
5. Summit’s attorneys may determine that a valid defense exists to the law suit, or that the suit is defective in some way favorable to Client. This determination varies by jurisdiction, current legal trends, and the personal knowledge of the local attorney.
6. If Summit’s assigned attorney determines that Client is likely to gain a favorable result through continued defense of the litigation, he or she will prepare and file responsive pleadings on the Client’s behalf, appear at subsequent court proceedings, and continue defense through various stages of litigation, including trial, if prudent.
7. If Summit determines in its sole discretion that it does not have a good faith basis to assert a defense to the litigation on Client’s behalf, Summit will communicate this determination to the Client and discuss alternative potential strategies for resolving the litigation. In such cases, Summit’s strategy may include, but would not be limited to, engaging in out of court negotiations directly with the creditor. No fees for Litigation Defense Services will be charged if Summit determines it cannot provide a defense to the litigation.

***Conditions and Limitations***

1. All pages of any summons, complaint, exhibits, petitions, and/or other pleadings served to the client must be submitted to Summit.
2. All lawsuit paperwork must be submitted to Summit no less than fifteen (15) days prior to the lawsuit response date, or immediately upon the client's receipt of lawsuit paperwork.
3. If the litigation is in a State that permits less than fifteen (15) days' notice, all lawsuit paperwork must be submitted no less than seven (7) days prior to lawsuit response date.
4. All lawsuit paperwork must be submitted to Summit Law Firm at their fax number **855-257- 8095** or email address [**cs@summitlf.com**](mailto:cs@summitlf.com)
5. The "Retainer Fee," outlined in the enclosed Payment and Fee schedule, must be paid in full, or payments must be current on any agreed payment plan specific to the “Retainer Fee” in order for Summit to provide Litigation services.
6. Summit is not required to provide Litigation Services on any lawsuit of which the Client had knowledge prior the execution of this Agreement with Summit. Knowledge of a lawsuit is typically determined by service of process (delivery of a legal complaint to a party being sued).
7. Summit will not provide Litigation Services related to debts which are not included in this Agreement, or any attachments or amendments to this agreement made prior to Client’s knowledge of the lawsuit.

## Conditions of this Agreement’s Effectiveness

* + 1. This Agreement does not take effect, and Summit has no obligation to provide any services, until both Client and Summit have executed a copy of this Agreement and such copy is delivered to both Parties.
    2. Further, this agreement does not take effect until Client has paid the initial payment of the flat fee retainer as set forth in the payment schedule enclosed, and the payment has cleared.
  1. ***Assistance in Dealing with Difficult Creditors***

It is important to understand that Summit cannot force a creditor to negotiate your debt. Although Summit will not accept a debt into the program from creditors it knows will not negotiate debts, there are times when a creditor that has negotiated with Summit in the past may refuse to negotiate a debt. In such instances, the Summit attorneys or negotiators may require your assistance in participating in the negotiation process. Summit personnel will provide you with the information you will need in order to contact your creditor directly in an effort to reach a satisfactory settlement. If Summit cannot successfully negotiate a debt for you, even with your assistance, it will refund to you the portion of your fees associated with that debt.

* 1. ***Timing and Amount of Settlement Offers:***

Summit will begin contacting your creditors as soon as we determine that a good faith offer to settle a given debt, whether on a lump-sum or installment basis, may be made, with such factors as the creditor’s settlement policies, the rate of account accretion, the size of each debt and how close a debt may be to charge-off. Some creditors prefer that they not be contacted until you have accumulated sufficient funds in your Dedicated Account to allow a negotiated resolution within their historic norms. While settlement guidelines differ widely among creditors, an accumulation of 25% of the then-current balance of a debt will normally enable us to make a good-faith offer to settle that debt.

* 1. **FEES AND COSTS OF SERVICES PROVIDED**

Summit’s fees are payable according to the following terms. All fees are charged on a flat fee basis according to the Payment Schedule enclosed with this Agreement.

* 1. ***Retainer Fee and Monthly Administration Fees***
     1. Client will initially pay Summit $ 995.00 as a Retainer Fee.
     2. The Retainer Fee shall be paid on a monthly basis over months. The first 2

payments shall be , thereafter payments will be and a final payment of

$ 95.00.

* + 1. In addition, Client shall pay an ongoing monthly flat Legal Administration Fee of $ for debt review, debt resolution plan analysis and structuring, supervision of and participation in creditor negotiations, pre-litigation settlement support, and the Litigation Defense Services described in Section 1.6 of this Agreement.
    2. Client shall be responsible for Legal Administration Fees for all months Client remains active with Summit.

## Service Cost – Related Services

In addition to the legal services provided by Summit, there are non-legal services related to the implementation, management and maintenance of Client’s debt negotiation plan performed under the supervision of Summit’s attorneys. These services are provided at a cost of the Client’s total scheduled debt (hereinafter referred to as Service Cost). The service cost shall be paid by Client to Summit in equal consecutive monthly payments in the amount of $ per month.

Summit has a non-exclusive reciprocal referral agreement with independent contractors to provide these services under Summit's direct supervision. Representatives of such independent contractors cannot and will not provide any legal advice to the Client, and any such advice will only be communicated to Client by Summit. Although these services are performed under Summit’s supervision, a court or courts might determine that there is no attorney-client relationship between Client and the independent contractor representatives in regard to these services, and communications between Client and the independent contractor representatives might not be protected by attorney- client privilege.

* 1. ***Application Client of Funds***

All funds paid by Client will be saved in Client’s Dedicated Account held by a third party dedicated account holder (See Dedicated Account Agreement) for use in making payments toward any settlements negotiated paying Summit’s fees under the terms of this Agreement.

**All funds in Client’s Dedicated Account shall remain under Client’s control at all times, and may be withdrawn by Client at any time without penalty. If Client notifies Summit or the third party dedicated account holder of a request to withdraw their funds, Client shall be entitled to receive all funds in the Dedicated Account, other than any funds that have previously been earned by Summit under the terms of this Agreement, within seven (7) business days of such request.**

It is strongly recommended that Client retain all funds available for settlement payments and fees to allow Summit the greatest ability to effectively represent Client under the terms of this Agreement.

* 1. ***Method of Payment***

Under this Agreement, Client agrees:

* + 1. to have Client’s initial flat fee retainer and subsequent fees and costs as outlined above based on the attached Payment Schedule to be automatically drafted by Client’s third party dedicated account holder from Client’s bank account into an authorized Federal Deposit Insurance Corporation (“FDIC”) insured bank account held in Client’s name (the “Dedicated Account”) with Client’s first payment to start on , and thereafter each month on the day; and
    2. to have Client’s payments of Service Cost and settlement savings fund payments based on the attached Payment Schedule to be automatically drafted from Client’s bank account into the Dedicated Account held in Client’s name with Client’s first payment to start on and thereafter each month on the day.
  1. ***Early Program Completion and Pre-Payment of Program Fees***

If Summit resolves all debts listed in this Agreement before the scheduled date of Client’s final Service Cost payment, Client must c o n t i n u e t o m a k e all payments for the Service Cost and Retainer outlined in this Agreement. However, Client will not be responsible for any Legal Administration Fees following the date that a settlement agreement is entered on the final listed debt. Client can pay off their program early with no pre-payment penalties.

* 1. ***Costs of Litigation Services – Court Costs and Trial Preparation Costs***
     1. Client must pay all costs associated with Litigation Services, including the payment of any court filing fees or any other court-imposed costs associated with the litigation. These costs vary by jurisdiction. Summit will NOT advance such costs. Client acknowledges that failing to timely pay necessary costs may have adverse consequences, including but not limited to entry of judgment against Client in the litigation.
     2. If a litigated matter proceeds to trial, Client shall also be required to pay the costs associated with Summit’s trial preparation, which the parties hereby agree in advance shall be set at three hundred fifty dollars ($350.00) per trial (the “Trial Costs”). Trial Costs commonly include but are not limited to, photocopying and reproduction costs, notary fees, long distance telephone charges, messenger and other delivery fees, postage, travel costs including parking, mileage, transportation, meals, and hotel costs, investigation expenses, and other similar items. The Trial Costs must be paid sixty (60) days before the scheduled trial date unless otherwise agreed upon by Summit and the Client. The Client shall not be responsible for, and shall be refunded the Trial Costs if the litigation is settled at least thirty (30) days before the trial date.
  2. ***Additional Fees***

Client may be responsible for additional processing fees. Such fees may include: Payment Plan Change Fees ($19.95), Adding/Removing Debts ($25.00), Renegotiation Fee ($299.00), Settlement Payment Fees ($10.00), and Banking Changes ($25.00).

* 1. ***Increases in Balances of Accounts Subject to Representation***
     1. Client acknowledges and agrees that Client will not continue to incur any additional debt on any accounts subject to this Agreement, other than late fees, interest, and penalties.
     2. Client’s program fees, program length, and draft amounts may increase due to any additional balances incurred by Client.
  2. **SUMMIT’S PERFORMANCE STANDARD**

Summit has a set Performance Standard for each debt enrolled in the Debt Resolution Program. Summit sets a target debt reduction of minimally thirty-five percent (35%) of amount owed on the debt at the time the Agreement is executed. If Summit is unable to meet this target debt reduction, Summit will refund the share of all Summit fees & costs for work on this individual debt.

* 1. ***Terms and Conditions Affecting Performance Standard:***

1. Client must be in complete compliance and cooperation with Summit under the terms of this agreement.
2. Client's payments must be current under the Service Cost obligations and cannot default on payments to Creditors pursuant to settlement of any listed debt.
3. Client may not be entitled to a refund if Client is unwilling or unable to accept a proposed settlement at a reduction of thirty-five percent (35%) of enrolled debt at time that settlement is secured by Summit.
4. If Summit is unable to settle Client’s listed debts, the refund shall be calculated on a pro rata basis as to Service Cost paid per each individual debt.
5. The Performance Standard does NOT apply to any enrolled debt that becomes subject to a lawsuit during representation. Client will be required to notify Summit of any lawsuit, at which time the Performance Standard will cease to apply, and Litigation Services will commence.
   1. ***Performance Standard Does Not Apply to the Following Types of Debt:***
6. Any debt with a balance transfer or cash advance which occurs within six months of enrollment;
7. Any debt with a balance of less than one-thousand dollars ($1,000.00) at the time of this Agreement’s execution;
8. Any debt which is subject to a lawsuit at the time of this Agreement’s execution;
9. Debts being garnished, or subject to voluntary garnishment are also excluded from this provision;
10. Any debt with a credit union. Summit will endeavor to settle such debts on behalf of Client on the best terms possible, but cannot guarantee that such settlements will meet the Performance Standard.
11. Debts that are charged off or written off by a creditor or become uncollectable, as a result of Summit’s strategy, shall be considered approved settlements. As an approved settlement, these debts will not be subject to any refund.
12. Client must complete all payments as listed and hereafter amended in order to provide Summit with the opportunity to settle all enrolled debt on the Creditor Listing enclosed. Any refund may be disqualified if Client terminates representation prior to completion of payments contemplated in this Agreement.

### Bankruptcy and Other Alternatives

Summit may discuss alternative legal routes in the event of changing circumstances on any enrolled debt(s), such as Chapter 7 & 13 Bankruptcies.

### Should Client Default on Negotiated Settlement Terms

Summit is not required to renegotiate any debts that enter default after Summit has arranged payment terms, and those terms were agreed to by Client. Client may request Summit renegotiate such debt, and will be subject to an additional fee of two-hundred-ninety-nine dollars ($299.00) per renegotiation at the client's expense. Client must also comply with following terms for renegotiation(s):

1. The Representation Standard provision only applies to the balance of enrolled debt, not accounting for payments made on initial settlement prior to default.
2. Renegotiation may result in the settlement amount increasing.

## Client understands & agrees they are not entitled to any refunds under the Performance Standard if any of the above terms are not met.

* 1. **TERMINATION OF REPRESENTATION**
  2. ***Termination by Client***

Client may terminate this Agreement at any time, and for any reason. Should Client terminate this Agreement before all debts subject to the representation are resolved, all savings and unearned fees in Client’s Dedicated Account will be refunded to the Client.

* 1. ***Termination by Summit***

This Agreement may be terminated by Summit at any time for good cause, and upon reasonable notice to Client. In addition, subject to any applicable legal and ethical standards governing Summit’s right to withdraw representation, Summit may withdraw from representing Client in any litigation under the terms of this Agreement either with Client’s consent, or with the permission of the court in which such litigation is pending.

* 1. ***Definition of “Good Cause” for Termination by Summit***
     1. ***Client’s Failure to Cooperate with Summit.*** Client must cooperate and comply with all reasonable requests by Summit and its agents in connection with the services to be performed under this Agreement, including requests for information and documentation, responses to settlement offers, and matters related to any litigation. Client acknowledges and agrees that failure to cooperate with Summit is grounds for Summit to terminate this Agreement and/or to withdraw from representation of Client in any litigation associated with the Client’s failure to cooperate.
     2. ***Failure to Pay Fees and Costs.*** If Client fails to pay the legal fees and Service Costs required under the terms of this Agreement, Summit may terminate this Agreement and withdraw from representation of Client in any litigation associated with this Agreement.
     3. ***Failure to Pay Costs of Litigation.*** In the event that Client fails to pay any of the court filing fees or other fees or costs associated with the litigation of a listed debt, Summit will not be responsible for acting in response to the lawsuit until such time as the fees or costs associated with the filing have been received by Summit. Moreover, Client agrees and acknowledges that the failure to pay the three hundred fifty dollar ($350.00) Trial Costs associated with a trial in a timely manner shall constitute sufficient grounds for Summit to withdraw from representing Client in connection with the lawsuit.
     4. ***Failure to Follow Summit’s Advice on Reasonable Settlements.*** Client agrees and acknowledges that Summit has an obligation to Client as both a counselor and as an advocate, and that the underlying purpose of the Representation is to negotiate settlement of Client’s debts. In the event that Summit negotiates a reasonable settlement offer and advises the Client to accept, Client agrees that he or she shall not unreasonably withhold consent to accept the offer. Client acknowledges and agrees that it is unreasonable to withhold consent on a settlement offer when Client has no valid defense to the litigation claims at issue or when the settlement offer is within Summit’s Standard of Performance. If Client refuses to consent to a reasonable settlement offer, Client agrees that Summit may withdraw from representing the Client in any litigation associated with the settlement offer at issue.
  2. ***Withdrawal from Representation of Client in Litigation***

In the event that Summit is entitled to withdraw from any litigation for whatever reason, Client agrees to execute any documents necessary to effectuate this withdrawal, including, without limitation, the execution of a substitution of attorney document that relieves Summit as counsel in the litigation. If Client fails to execute any necessary documents, Summit may request the court to be relieved as Client’s attorney in that particular matter. Client acknowledges and agrees that Summit’s withdrawal from any specific litigation does not necessarily terminate Client’s entire Agreement with Summit for any other litigation or for any other services falling within the scope of this Agreement. Notwithstanding Summit’s withdrawal and without regard to the reasons for the withdrawal, Client will remain obligated to pay Summit for any services performed up to and including when Summit delivers its withdrawal notice to Client or Summit receives a court order authorizing its withdrawal.

* 1. **FURTHER IMPORTANT TERMS AND DISCLOSURES**
  2. ***Client’s Responsibilities to Summit***

1. In consideration of Summit’s experienced counselling, work out a feasible monthly payment plan based on the total amount of debt to be modified, which contemplates all fees and costs to Summit as well as funds to deposit for use in settling debts on which Summit represents Client. The Payment Schedule is enclosed;
2. Provide Summit with accurate and complete information relating to any Client’s finances and the state of Client’s financial hardship as documented in the attached Hardship and Budget Information statement.
3. Provide Summit accurate and complete information and documents relating to any debts subject to Summit’s representation. These documents must identify each debt by creditor’s name, current account balances, and account numbers. Summit is under no obligation to verify the information supplied by Client;
4. Forward all correspondence from creditors and collection agencies as soon as possible, but no longer than five (5) days from receipt;
5. Make all payments according to the Payment Schedule;
6. Refrain from discussing debts with creditors or collection agencies when contacted;
7. Notify Summit in writing of any settlement offers you receive, including all of the terms and conditions of the offer;
8. Be willing and able to aid in negotiations when necessary, and understand that your level of involvement will not affect the terms of this Agreement, but may affect the speed and effectiveness of Summit’s efforts;
9. Respond timely to all requests or communications from Summit or its representatives, and promptly provide Summit with any change of address or other contact information;
10. Make timely and complete payments on settlements negotiated by Summit and approved by Client.
    1. ***Client’s Authorizations***

Client Authorizes Summit to:

1. To disclose information regarding Client’s financial condition or status to any creditors and collectors in connection with effective representation;
2. To hold itself out as Client’s representative to any party seeking to collect the debts listed in this Agreement’s Creditor Listing;
3. To engage creditors and collectors to negotiate reduction of the debts listed in this Agreement’s Creditor Listing;
4. To process debit entries from Client’s Dedicated Account. This authority shall remain effective until cancelled by Client in writing, at least five (5) business days prior to the scheduled payment due date. Client understands that there will be a charge of twenty-five dollars ($25.00) to Client’s Dedicated Account for any non-sufficient funds (“NSF”) transactions. Client will provide Summit with a voided check or savings deposit slip.

### Client Acknowledgments

Client Acknowledges and agrees that:

1. The Payment Schedule is based on previous settlement averages achieved and calculated by Summit. Accordingly, the actual amount paid into the program may vary. More or less funding may be required to settle all represented debts;
2. The program’s contemplated duration is an estimate based on full and timely payment each month as listed in the Payment Schedule. Any variation of payments, as well as many other factors, can affect the length of the program;
3. Summit will deduct monthly Legal Administration fees through the duration of Client’s participation in the debt resolution program;
4. The success of Summit’s representation on any particular debt may vary based on a number of factors, including your ongoing ability to make timely deposits to your Dedicated Account, the willingness of your creditors to negotiate settlements of your debt and other factors that are outside Summit’s control;
5. Creditors may still contact you regarding debts subject to this Agreement. However, you should notify Summit of harassment, as there may be steps Summit can take to prevent or rectify illegal harassment;
6. Any reduction in the amount owed by Client may be considered a taxable event. You should consult a tax professional to determine any tax obligations they may have as a result of any settlements negotiated on their behalf;
7. The fees and costs paid to Summit are compensation for the services described in the Scope of Engagement and the funds deposited into your Dedicated Account are for the purpose of saving funds for settling your accounts with creditors. Until you authorize and approve any such settlements, no payments of any kind, including any monthly minimum payments will be made to your creditors on the accounts, except those that are subject to Summit’s Settlement Pre-Authorization form which states that Summit shall make all reasonable efforts to obtain your approval for any settlement offer obtained on your behalf. In the event Summit cannot contact you after making reasonable

efforts, you authorize Summit to proceed with any settlement resulting in a savings of 50% or more of your debt;

1. Summit will refund the entire portion of any unused retainer fees for services that have not yet been rendered in the event you to terminate Summit’s representation;
2. You may continue to incur late fees and penalties on the accounts while enrolled in the program;
3. Your participation in the program will likely have an adverse effect on Client’s credit score;
4. You should not incur any new or additional debt and should refrain from using or obtaining credit during the Summit debt resolution representation. You understand and agree that all credit cards or lines of credit shall be closed and that no additional credit cards or lines of credit should be applied for during the Summit debt resolution representation. You understand and acknowledge that you may keep credit cards out the program for emergency purposes only. These credit cards should not be from the same issuing bank as any accounts you entered into the Summit debt resolution representation;
5. No debts listed in this Agreement have been secured by any personal or real property.
6. Active, inactive, or former military personnel understand that his/her military rank, pay, and/or benefits may be adversely affected by delinquent debt accounts and/or a decreased credit rating and Summit Legal shall not be held responsible for any negative consequences that may occur by such personnel by their enrollment into the Debt Resolution plan.
7. Individuals with, or who are seeking Security Clearance, including military members, contractors and consultants, understand that his or her Security Clearance may be adversely affected by delinquent debt accounts and/or a decreased credit rating and Summit Legal shall not be held responsible for any negative consequences that may occur by such personnel by their enrollment into the Debt Resolution plan.

***INITIAL HERE***

1. Early termination may prevent Summit from providing all services outlined herein and Summit will not be responsible for any unresolved accounts upon cancellation.
2. In the event of any early termination of this Agreement, all Service Costs, Legal Administration Fees, Banking Fees, and Other Fees shall be considered earned and are non- refundable.
3. Upon termination of this Agreement, any funds held in your Dedicated Account, less any amounts paid or owed in the form of fees and settlement payments, shall be remitted to you by paper check or ACH transfer.
4. Summit will not collect any additional fees that have not previously become due after the termination date.
5. With Summit’s permission, you may re-enroll Client Debts after termination. Any re-enrollment shall be at Summit’s sole discretion and is subject to a Reactivation Fee in the amount of two hundred ninety-nine dollars ($299.00).

### Skipped Drafts

1. In the event Client requests to skip a monthly draft, Client shall notify Summit at least five (5) business days prior to the scheduled draft.
2. Client will continue to be charged any applicable monthly Legal Administration service costs, retainer fees and any banking fees for any skipped months.
3. An additional month shall be added onto the Client’s program to make up for each month Client skips a draft.
4. Summit may deny a Skip Request and/or limit the number of approved Skipped Drafts if Summit determines it is in the client’s best interest to continue drafting Client’s monthly payment. Reasons for denying a Skip Request may include, but are not limited to, a resulting inability to negotiate and settle debts, potential acceleration of litigation and the default of active settlements

### Extension of Representation

1. Subject to the terms of the Performance Standard, in the event Client’s debts are not fully settled at the end

*Initial:*

of the estimated program timeframe, Summit will automatically extend Client’s program and continue to

### 5.4. Voluntary Participation

Client understands that participation in Summit’s program is voluntary and you may, upon written request, cancel Summit’s services at any time prior to the original estimated conclusion date of the program.

Client also agrees that:

draft Client’s monthly payment unless Client notifies Summit in writing that Client does not wish to extend representation. Any fees due during the extension will be reduced by 50%.

1. Client shall remain responsible for the monthly Legal Administration Fees during any extended representation period.

### Additional Disclosures & Disclaimers

1. There are other remedies/solutions available for clients to relieve themselves of their debt burdens. Those remedies include bankruptcy and consumer credit counseling.
2. Declaring bankruptcy may discharge or allow a court-imposed repayment plan for the majority of Client’s debts. However, this will be reflected as a permanent record on a Client’s credit report for up to 10 years. Summit will discuss and advise Client as to the bankruptcy option, including fees and costs, at any time that Client’s circumstances change, or Client requests such consultation. There are no additional fees required from Client for such consultation and preliminary advice regarding bankruptcy.

## 5.9. Full and Only Agreement

1. Consumer credit counseling may have less impact on a Client’s credit rating than bankruptcy and reduce interest rates on current debts, but it generally requires re-payment of most-to-all of Client’s existing debt and not provide significant monthly payment relief.

### 5.8. Confidentiality of Client Information

Summit agrees that any information provided by Client will be kept confidential and only be used in providing the services delineated in this Agreement, which may include, among other things, disclosure of confidential information to appropriate third parties in order to (a) streamline the negotiation process, and (b) enhance Client’s opportunities for settlement offers with Client’s various creditors Client agrees and acknowledges that such disclosures will be made with Client’s express consent and will not require any additional consent or consultation by Client before such disclosures are made.

### This Agreement is the full and only agreement between the parties. All prior negotiations and discussions are superseded by this Agreement. Summit has made no representations other than those expressly set forth in this Agreement, and neither Party has relied upon any representations or promises other than those expressly set forth herein.

* 1. **ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION**

*In the event of any controversy, claim or dispute between the Parties arising out of or relating to this agreement or the breach, termination, enforcement, performance, interpretation or validity thereof, including any determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the county in which the Client, in accordance with the laws of the state of the Client’s residence. The Parties agree that the arbitration shall be administered by the American Arbitration Association ("AAA") or JAMS, or in the event of their unavailability, an arbitration service with substantially similar rules and arbitrator rosters, pursuant to its rules and procedures, and a single arbitrator shall be selected to preside by the arbitration service. The arbitrator shall be neutral and independent and shall comply with the relevant code of ethics. Any award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the Parties. If either Party fails to comply with the arbitrator's award, the injured Party may petition the applicable court for enforcement.*

*The Parties agree that either Party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the Parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding.*

*The Parties shall share the cost of arbitration, including attorneys' fees, equally. If the Client's share of the costs is greater than $2,000.00 (Two-thousand dollars), Summit will pay the Client’s share of costs in excess of that amount.*

***Binding arbitration means that both Parties give up the right to a trial by a jury and their rights to have a dispute resolved in a court of law. It also means that both Parties give up the right to appeal from the arbitrator’s ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator. In addition, under the terms of this Agreement, the parties also give up the right to bring any claims on a consolidated or class action basis. In addition, certain remedies, such as statutory injunctions and fee shifting, that may be available in a court of law may not be available in an arbitration.***

*In the event a Party brings suit against the other Party in federal, state or local court instead of proceeding with arbitration, or unsuccessfully challenges the arbitrator’s award, or fails to comply with the arbitrator's award, the other Party is entitled to costs of suit, including reasonable attorneys' and paralegals’ fee and costs for having to compel arbitration or defend or enforce the award. This section and the requirement to arbitrate any dispute shall survive any termination.*

*Initial:*

***INITIAL HERE***

**Class Action Waiver**

Any court trial (whether before a judge or jury) or arbitration of any controversy, claim or dispute between the Parties will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). THE CLASS ACTION WAIVER PRECLUDES ANY PARTY FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION REGARDING A CONTROVERSY, CLAIM OR DISPUTE. Each of the Parties waives the right to litigate in court or arbitrate any controversy, claim or dispute between the Parties as a class action, either as a member of a class or as a representative, or to act as a private attorney general.

Please consult with independent legal counsel of your choice prior to signing this agreement as the class action waiver and/or binding arbitration requirement (as applicable) contained herein affect your rights. Please do not sign this agreement if you do not understand these limitations.

*Initial:*

***INITIAL HERE***

**I represent that I have read, understand and agree to be bound by the terms of this Client Representation Agreement as set forth above and in the documents incorporated in this Agreement. I further acknowledge that the terms and conditions of this Agreement have been explained to my satisfaction by a representative of Summit and that I have no unanswered questions about the program or this Agreement. I confirm that I agree to arbitrate any claims and to waive any right to bring or participate in a class action against Summit.**

*Agreed to this day of , 20 \_*

***SIGN HERE***

*Signature of Client*

***SIGN HERE***

*Signature of Co-Client*

*Signature of Summit*

**Notice of Right to Cancel**

Date of Transaction:

You may CANCEL this transaction, without Penalty or Obligation, including any agreements you signed at the in-person meeting with the Summit attorney and/or paralegal, for up to FIVE BUSINESS DAYS from the above date. If you cancel, you will not be obligated to make any payments to the law firm and any agreements or other documents that you signed will be null and void. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice to the address below NOT LATER THAN MIDNIGHT OF (five business days after the Date of Transaction).

I HEREBY CANCEL THIS TRANSACTION.

Date:

Client’s Signature:

Co-Client’s Signature:

**Please send to:**

Summit Law Firm, LLC

5830 E. 2nd Street

Casper, WY 82609

**(Sign and return this document only if you decide to CANCEL this transaction within five business days of the Date of Transaction shown above.)**

**Client’s Authorization for Settlement**

Summit shall make all reasonable efforts\* to obtain Client’s approval for any settlement offer obtained on Client’s behalf. In the event Summit, cannot contact Client after making reasonable efforts, Client authorizes Summit to proceed with any settlement resulting in a savings of 50% or more of the Client’s debt at the time of settlement.

Furthermore, I/we direct Global Client Solutions to release the funds from my/our Special Purpose Savings Account to the creditor, per the terms of a settlement agreement negotiated in accordance with the terms of this authorization.

This form may be revoked\*\* by Client at any time upon written notice to Summit.

***SIGN HERE***

Client Name

Date

Date

\*Reasonable efforts can include phone call(s), email(s), fax(es), and standard mail.

***SIGN HERE***

Co-Client Name

\*\*Client can revoke such authorization at any time before any settlement payments are processed.

**Power of Attorney**

**I/We, , , Located at , In the City of , State of Zip ,**

hereby appoint the Summit Law Firm(“Summit”) as my/our attorney-at-law to do the acts described in this Power of Attorney. Summit (and/or its designees) is hereby authorized to act as my/our attorney and to fully represent me/us in any litigation or negotiation of the modification, reduction, settlement, and payment on any and all debts allegedly due and owning in my/our name. Litigation representation includes attendance at required court hearings, if applicable.

I/We authorize Summit to request and receive confidential credit and account information from creditors, credit bureaus, collection agencies, creditor attorneys, or any other third parties who may be in possession of such information and would be viewed by me/us personally.

This Power of Attorney revokes all earlier Power of Attorney given by, or on behalf of, me/us relating to all communications of creditors’ claims and shall be effective and binding on me/us until revoked by an instrument in writing executed by me/us. I/We further authorize Summit to release a copy of this Power of Attorney to my/our creditors or their agents. A copy of this Power of Attorney shall be deemed as effective as an original.

Executed on

***SIGN HERE***

Client Signature

Client Social Security Number

***SIGN HERE***

Co-Client Signature Co-Client Social Security Number

**State of**

**County of**

The foregoing instrument was acknowledged by me this

day of

, 20

by:

who is/are personally known by me or who

has/have produced:

as identification and who did not take an oath.

Notary Public:

**Electronic Payment Authorization**

By signing below, I authorize the Summit Legal (Summit) (or their designees) to process debit entries from my checking, savings, or other FDIC-insured bank account. This authority shall remain effective until cancelled by me in writing, at least five (5) business days prior to my scheduled payment due date. I understand there will be a twenty-five dollar ($25) cost automatically charged to my account for any non-sufficient funds (NSF) transactions. **I will provide Summit with a voided check or savings deposit slip.**

Name on Account (Please Print):

Please transfer payments directly from my Checking account, Savings account, or Other account. Bank Name:

Bank Address:

City: St: Zip:

Bank Phone #:

\*\*Routing # | | | | | | | | | | Account #

\*Routing numbers are always 9 digits long and always start with 0, 1, 2, or 3.

Authorized Signature on Account Printed Name Date

Attach Voided Check or Savings Deposit Slip Here

# Creditor Listing

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Creditor / Collection Agency*** | ***Account Number*** | ***Balance*** | ***Account Holder(s)*** | ***Last Payment Date*** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| ***Total Debt Owed:*** | | | | *$* |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Total Amount of Debt** | | |  | **Estimated Settlements:** | | |  |
| **Service Cost Percentage** | | |  |  | | |  |
| **Estimated Total Fees & Settlements** | | |  | **TOTAL ESTIMATED SAVINGS** | | |  |
| **Month in**  **Program** | **Retainer Fee** | **Service Cost** | **Settlement**  **Reserves** | **Legal Admin**  **Fee** | **Banking**  **Fees** | **Total Draft** | **Draft Due**  **Date** |
| 1 |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |  |
| 9 |  |  |  |  |  |  |  |
| 10 |  |  |  |  |  |  |  |
| 11 |  |  |  |  |  |  |  |
| 12 |  |  |  |  |  |  |  |
| 13 |  |  |  |  |  |  |  |
| 14 |  |  |  |  |  |  |  |
| 15 |  |  |  |  |  |  |  |
| 16 |  |  |  |  |  |  |  |
| 17 |  |  |  |  |  |  |  |
| 18 |  |  |  |  |  |  |  |
| 19 |  |  |  |  |  |  |  |
| 20 |  |  |  |  |  |  |  |
| 21 |  |  |  |  |  |  |  |
| 22 |  |  |  |  |  |  |  |
| 23 |  |  |  |  |  |  |  |
| 24 |  |  |  |  |  |  |  |
| 25 |  |  |  |  |  |  |  |
| 26 |  |  |  |  |  |  |  |
| 27 |  |  |  |  |  |  |  |
| 28 |  |  |  |  |  |  |  |
| 29 |  |  |  |  |  |  |  |
| 30 |  |  |  |  |  |  |  |
| 31 |  |  |  |  |  |  |  |
| 32 |  |  |  |  |  |  |  |
| 33 |  |  |  |  |  |  |  |
| 34 |  |  |  |  |  |  |  |
| 35 |  |  |  |  |  |  |  |
| 36 |  |  |  |  |  |  |  |
| 37 |  |  |  |  |  |  |  |
| 38 |  |  |  |  |  |  |  |
| 39 |  |  |  |  |  |  |  |
| 40 |  |  |  |  |  |  |  |
| 41 |  |  |  |  |  |  |  |
| 42 |  |  |  |  |  |  |  |
| 43 |  |  |  |  |  |  |  |
| 44 |  |  |  |  |  |  |  |
| 45 |  |  |  |  |  |  |  |
| 46 |  |  |  |  |  |  |  |
| 47 |  |  |  |  |  |  |  |
| 48 |  |  |  |  |  |  |  |
| 49 |  |  |  |  |  |  |  |
| 50 |  |  |  |  |  |  |  |
| 51 |  |  |  |  |  |  |  |
| 52 |  |  |  |  |  |  |  |

**Settlement Reserves above is only an estimate of the amount needed for settlement.**

Client Signature

Co-Client Signature

***SIGN HERE***

Print Name Print Name

# Electronic Communication Verification

Please print your email address on the line below:

You will receive an email of the Letter of Engagement and other documents executed today in the next three (3) business days. In case you do not receive an emailed copy, due to faulty address or lack of email address provided above, you will still receive copies of these documents with your Welcome Package. The Welcome Package will be mailed to you once your first payment has cleared.

Please initial here to indicate you understand the above terms of email delivery:

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

***INITIAL HERE***

# Hardship and Budget Information

## Reason for Hardship

|  |  |  |  |
| --- | --- | --- | --- |
|  | *Temporary Loss of Work* |  | *Company Reduced Hours* |
|  | *Loss of Job* |  | *Pay Cut* |
|  | *Medical Problems* |  | *Disability* |
|  | *Personal Injury* |  | *Loss of Spouses Income* |
|  | *Divorce* |  | *Other* |

*Please Briefly Explain Hardship:*

***BUDGET ANALYSIS*** *(All information should be on a monthly basis)*

***$***

|  |
| --- |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |

*Client Net Monthly Income*

*Co-Client Net Monthly Income Total Income*

|  |  |
| --- | --- |
| *Mortgage/Rent* | *Household Items* |
| *Home Owners Insurance* | *Clothing* |
| *Life Insurance* | *Laundry/Dry Cleani* |
| *Medical Care* | *Utilities* |
| *Child Care / Support / Alimony* | *Telephone* |
| *Cable TV / Satellite* | *Auto Loans* |
| *Charity / Donations* | *Auto Other* |
| *Entertainment* | *Auto Insurance* |
| *Gym / Health* | *Education* |
| *Personal Care* | *Student Loans* |
| *Back Taxes* | *Misc. / Other* |
| *Food* | *Total Expenses* |
|  | |

*Funds Available*

|  |
| --- |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |

|  |  |
| --- | --- |
| *ng* | ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 |
| ***$*** 0.00 | |

***By executing this agreement, you are representing that you have considered these other options and further, that you have provided us with accurate information, including your financial information and the state of your financial hardship as documented in your hardship statement.***

# Bankruptcy vs Debt Negotiation and Election of Services

#### Bankruptcy and Debt Negotiation

Summit is a full-service debt resolution law firm which provides services including debt negotiation and restructuring and bankruptcy services. The following provides information about these approaches to debt resolution for your review. Clients should fully understand the advantages and disadvantages of each to make an informed decision.

**Bankruptcy**

Bankruptcy will usually discharge your unsecured debt and your creditors are not permitted to contact you once you have filed with the court. There are two kinds of bankruptcy: Chapter 13 bankruptcy where you are generally able to keep property that is mortgaged, such as your house or car, and are expected to repay debts in three to five years, and Chapter 7 bankruptcy where you must give up all non-exempt property and assets that you own in exchange for a discharge of most debt. Bankruptcy may be appropriate if you have pending foreclosures, collection litigation or wage garnishments; however, you will generally be unable to establish credit for up to ten years. In 2005, the bankruptcy law was changed to make it more difficult for some consumers to file Chapter 7 bankruptcy based on a financial means test and credit counseling requirements that may require a repayment of some of your debt.

Summit is a debt relief agency under the United States Bankruptcy Code Sections 527 (a) and (b), and we are required to provide the following information and notice:

A debt relief agency providing bankruptcy assistance to an assisted person shall provide—

1. The written notice required under section 342(b) (1); and
2. To the extent not covered in the written notice described in paragraph (1), and not later than 3 business days after the first date on which a debt relief agency first offers to provide any bankruptcy assistance services to an assisted person, a clear and conspicuous written notice advising assisted persons that—
   1. All information that the assisted person is required to provide with a petition and thereafter during a case under this title is required to be complete, accurate, and truthful;
   2. All assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence the case, and the replacement value of each asset as defined in section 506 must be stated in those documents where requested after reasonable inquiry to establish such value;
   3. Current monthly income, the amounts specified in section 707(b) (2), and, in a case under chapter 13 of this title, disposable income (determined in accordance with section 707(b) (2)), are required to be stated after reasonable inquiry; and
   4. Information that an assisted person provides during their case may be audited pursuant to this title, and that failure to provide such information may result in dismissal of the case under this title or other sanction, including a criminal sanction.

**IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES FROM AN ATTORNEY OR BANKRUPTCY PETITION PREPARER**

If you decide to seek bankruptcy relief, you can represent yourself, you can hire an attorney to represent you, or you can get help in some localities from a bankruptcy petition preparer who is not an attorney. THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO

FOR YOU AND HOW MUCH IT WILL COST. Ask to see the contract before you hire anyone.

The following information will help you to understand what must be done in a routine bankruptcy case and will help you to evaluate how much assistance you may need. Although bankruptcy can be complex, many cases are routine.

Before filing a bankruptcy case, either you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations. To file a bankruptcy case, documents called a Petition, Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intention need to be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the bankruptcy court. Once your case starts, you will have to attend the required first meeting of creditors where you may be questioned by a court official called a 'trustee' and by creditors.

If you choose to file a chapter 7 case, you may be asked by a creditor to reaffirm a debt. You may want help deciding whether to do so. A creditor is not permitted to coerce you into reaffirming your debts.

If you choose to file a chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with the preparation of your chapter 13 plan and with the confirmation hearing on your plan which will take place before a bankruptcy judge.

If you select another type of relief under the Bankruptcy Code (other than chapter 7 or chapter 13), you will want to find out what should be done from someone familiar with that type of relief.

Your bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in bankruptcy court, but only attorneys, not bankruptcy petition preparers, can give you legal advice.

**Debt Negotiation**

Debt Negotiation is a process where the law firm, based on your specific circumstances, develops a plan to manage your debt resolution with your creditors. In general terms, it is a process of negotiating with your creditors for a lower balance or forgiveness of debt, a reduced interest rate, a reduced monthly payment or other restructuring alternatives. To be successful in debt negotiation, you need to have sufficient cash flow to meet your living expenses each month and provide some funds towards resolution of your debt.

If appropriate for your situation, Summit will contact your unsecured creditors in writing to notify them that you are represented by the law firm and that we are advising you as to all alternatives for debt resolution. As you have indicated in your compliance review, you prefer Summit to attempt debt negotiation as an alternative to bankruptcy or other options. However, if your financial circumstances change, we will advise you as to other debt resolution alternatives, including those outlined above, so you can make an informed decision based on our advice.

If you have any questions regarding the above options, please contact us for further explanation. If you are ready to proceed, sign below your acknowledgement that you have reviewed the available debt resolution options and have determined that debt negotiation by Summit is your preference, subject to your ability to request a different alternative if your circumstances change in the future.

**I have reviewed all debt resolution options available to me including doing nothing, filing for bankruptcy and consumer credit counseling, and elect to pursue debt negotiation services with Summit, subject to my ability to request other alternatives, based on changes in my financial circumstances.**

Client

***SIGN HERE***

Date

Co-Client

***SIGN HERE***

Date

***Disclaimer – Settlement of Credit Union Accounts***

This confirms my/our understanding and acknowledgement that, in the experience of Summit, credit union debt accounts are often resolved for higher settlement amounts, meaning that such debts may cost me/us more to settle and result in smaller reductions from the debt amounts at the time of enrollment. For this reason, credit union debt accounts are excluded from Summit’s Performance Standard in Section 2 of the Agreement and Summit provides no assurance that such debts will be settled for any amount.

I/we acknowledge that my current credit union account(s) that are to be enrolled into the program are NOT cross‐collateralized with any other credit union obligation(s). I/we understand that in the event it is later determined that any enrolled credit union account is cross‐collateralized with any other credit union obligation that any enrolled credit union account(s) would be removed from the program and become my sole obligation to be resolve in the manner I see fit.

Further, I/we acknowledge that Summit would thereby have no obligations to represent me regarding these accounts whether ongoing or in the future.

***SIGN HERE***

*Client Signature*

***SIGN HERE***

*Co-Client Signature*

*Date Date \_*

*Client Name Co‐Client Name*

***Disclaimer – Settlement of Private Student Loan Accounts***

This confirms my/our understanding and acknowledgement that, in Summit Law Firm’s experience, private student loan accounts may cost me/us more to settle and result in a smaller reduction from the debts at the time of enrollment. For this reason, private student loan accounts are excluded from Summit Law Firm Performance Standard in Section 2 of the Agreement and Summit Law Firm provides no assurance that such debts will be settled for any amount. I/we acknowledge that my private student loan account(s) that are to be enrolled into the program are NOT cross‐collateralized with any other obligations with the same lending institution, are unsecured, and are not federally‐backed loans. I/we understand that in the event it is later determined that any enrolled private student loan account does not meet the criteria above, Summit Law Firm shall have the right to remove such account from the program and the removed account shall become my sole obligation to be resolved in the manner I see fit. I/we acknowledge that Summit Law Firm would thereby have no obligations to represent me regarding any removed accounts whether ongoing or in the future.

Furthermore, I/we understand private student loan accounts tend to have significantly higher average enrolled balances than those of traditional unsecured credit obligations. Accordingly, I/we understand that private student loan accounts may require a longer period of time to resolve when compared to my/our other enrolled accounts.

##### Client Signature: Co‐Client Signature: Date:

*Client Name: Co‐Client Name: \_*

**AUTHORIZATION TO COMMUNICATE AND NEGOTIATE WITH CREDITORS AND COLLECTION AGENCIES**

I (We) authorize Summit Law Firm. (“LAW FIRM”) including its agents and representatives, to take the following actions:

1. Communicate with my (our) creditors, including but not limited to any agent, representative or third-party collection agency or law firm, and discuss any and all details of my (our) financial situation, all for the purpose of negotiating settlements of my (our) debt obligations; and

2. Obtain records, debt validations, credit reports and support for the debts allegedly owed on my (our) behalf.

I (we) affirm that all of the information that I (we) have or will provide to LAW FIRM is accurate, timely and correct. I expressly acknowledge that 1) LAW FIRM is a law firm that has been retained to provide me with legal advice and/or representation,

The recipient of this Authorization, whether by original, photo copy, facsimile or electronic copy is specifically authorized and instructed by the undersigned party(ies) to contact or receive communications from LAW FIRM or employees, regarding any of the purposes listed herein.

Client Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SSN#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Co-Client Name :\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SSN#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Affidavit of Compliance**

I, as representative affiliated with and under contract to Summit Law Firm, Wyolaw, LLC, in my role as a Member, Partner, Employee or Independent Contractor of said firm (Summit), confirm that I have conducted a personal and face-to-face meeting with (Client's Full Legal Name) to review the Client’s file and present all relevant information regarding our representation of said Client, as it relates to our Letter of Engagement to legal representation, including debt resolution and financial workout services, to Client. I have determined that no fees have been received from Client prior to the execution of the Letter of Engagement on this date and such execution has taken place in my presence following my in-person meeting with Client. This Affidavit of Compliance establishes a written record to verify compliance with any and all applicable local, state or federal laws or regulations (collectively the “Applicable Laws”), including, but not limited, to the Telemarketing and Consumer Fraud and Abuse Prevention Act, 15 U.S.C. 6101-08, and the Telemarketing Sales Rule, as amended, 16 C.F.R. Part 310; 75 Fed. Reg. 48458, 48522.

The following subjects were reviewed with Client in writing and, where appropriate, orally or in response to questions regarding such representation:

1. That debt resolution that alters the terms of payment of unsecured debt might have a negative effect on Client’s credit and that Summit does not clean up, fix, or repair credit. The program may result in the customer being subject to collections or sued by creditors or debt collectors, and may increase the amount of money the customer owes due to the accrual of fees and interest
2. That debt resolution that alters the terms of payment of unsecured debt might have a negative effect on Client’s credit

and that Summit does not clean up, fix, or repair credit.

1. That the scope of the representation is specifically limited to the following:
   1. Determine which specific debt resolution option is most appropriate for Client, including an initial review of their budget, income and debt;
   2. Review Client’s current unsecured debt burden and thereafter negotiate and attempt to negotiate settlements with Client’s creditors in an effort to modify or restructure Client’s current unsecured debt;
   3. Provide litigation defense as outlined in the Letter of Engagement.
2. A full review of all fees and costs associated with the representation of the Client.
3. That Summit maintains a Performance Guarantee for each individual account entered by Client into the Summit debt resolution plan, of a minimum of settlement debt reduction of thirty-five percent (35%) of the debt’s face value at the time of settlement, including interest, penalties, cost and late fees, as outlined further in the Terms and Conditions of the Engagement Letter. In the event that Summit does not meet this minimum standard for a particular account, it shall refund the pro rata share of all fees and costs paid to Summit for such work and Summit shall settle that individual account for Client at no additional cost. Exceptions to the minimum Performance Standard include: client skipping or defaulting on plan and/or settlement payments, Clients failure to accept proposed settlement of at least a thirty-five percent (35%) reduction of an enrolled debt, any enrolled debts that become subject to a lawsuit during representation, any debts with a balance transfer or cash advance within six months of enrollment, any debts with a balance of less than $1,000 at time of this Agreement’s execution, any debts with a credit union and any debt being garnished or subject to voluntary garnishment.
4. The Client has been advised that the attorney or paralegal who conducted the initial meeting with Client limits their scope of representation or presentation to that initial meeting and review of the Client’s file. The Client was made aware that the actual supervising attorney for their file may be a different attorney of the law firm who is licensed in their state.
5. A full review of the arbitration provision, including the fact that, by electing to go to arbitration, both parties were waiving certain rights, including the right to a trial in a court of law.

###### Names of all attendees:

**Start Time: End Time: \_**

**Location of Meeting: \_**

Have any materials been provided or presented to the attendees in addition to the Enrollment Documents, the Face to Face Script, and the Face to Face Power Point Presentation**?** NO YES **(Circle One)**

If so, indicate here and scan/upload all such additional documents or materials:

**I affirm the above statements are true and accurate.**

Executed on this Date:

Representative on behalf of Summit: Name:

Signature:

###### Executed in my Presence

Client Name: Signature: ***SIGN HERE***