



“ In Pursuit of Protecting Property Rights”

## **Dennis P. Block & Associates, APC**

A Professional Corporation

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### **COLLECTION AGREEMENT**

**1. COMMISSION:** BLOCK shall retain a 50% commission, contingent upon collection, on any amount of the debt collected. BLOCK shall retain its commission whether the sums are collected from the original debtor or from a third party, including, but not limited to insurance carriers, guarantors and co-signers and whether received by Creditor directly or by BLOCK. Creditor acknowledge that if they receive any payment directly from Debtor they must immediately notify BLOCK and BLOCK is entitled to retain a 50% commission plus any costs incurred. BLOCK is also entitled to all interest collected after collection of the original stated judgment amount. BLOCK is not required to renew any judgment.

**2. BLOCK'S OBLIGATIONS:** BLOCK will service all accounts professionally and promptly, using those ethical and legal methods it deems reasonable. BLOCK will comply with all local, state and federal laws and regulations. In no event shall BLOCK pursue collection in an unreasonable, aggressive or improper manner.

**3. CREDITOR'S OBLIGATIONS:** Upon assignment of a debt, the creditor will terminate ALL communication of every kind with the debtor. Creditor shall immediately forward to BLOCK any and all communications from debtor and his/her representatives, including, but not limited to, payments, letters, settlement offer, bankruptcy notices, threats, disputes and counterclaims. Creditor shall also immediately notify BLOCK of any phone calls from debtor. In the event Creditor fails to terminate communication with debtor and/or fails to notify BLOCK of communications from the debtor, including the failure to forward documents. Creditor shall be obligated to reimburse BLOCK for all expenses incurred as a result of that failure to comply. In addition, if Creditor chooses to terminate this collection agreement, Creditor shall be liable to BLOCK for 50% of the judgment amount to be payable to BLOCK forthwith upon termination.

**4. WARRANTIES:** Creditor warrants that it has full title to all debts assigned and that all debts assigned are valid and legal debts. If Creditor has any question regarding title or validity of the debt. The Creditor should consult legal counsel before assigning the debt.

**5. DEBTOR PAYMENTS:** Creditor authorizes BLOCK to endorse into BLOCK'S trust account negotiable instruments payable to the order of Creditor and received toward payment of an assigned debt. Any payment received by Creditor directly as payment on an assigned debt shall immediately be forwarded to BLOCK for accounting. (A photocopy of the original instrument should be retained by the Creditor.)

**6. ADVANCED COSTS:** BLOCK will advance normal fees and costs necessary in its discretion, BLOCK will be reimbursed for advanced costs from Creditor's account if and only if monies are collected towards payment of the debt. If any motion needs to be prepared or for a court appearance, a fee of \$350 per item will be deducted first from any sums collected.

**7. ATTORNEYS' FEES:** In any action or proceeding arising out of or related to the collection of any debt assigned pursuant to this agreement, the prevailing party shall be entitled to its reasonable costs and attorneys' fees in addition to any other relief to which it may be entitled.

**8. SEVERABILITY:** If any provision of this agreement is deemed to be invalid or unenforceable, all other provisions remain valid and enforceable.

**9. WAIVERS:** Waiver by BLOCK of any of its rights under this agreement shall not be construed as a consent to, or a waiver of, any subsequent breach of this agreement.

**10. JURISDICTION:** This agreement and all rights and obligations arising out of it, shall be construed in accordance with the laws of the State of California and any other action or proceeding arising out of or related to the collection of any debt assigned pursuant to this agreement shall take place within the State of California.

**11. ENTIRE AGREEMENT:** The parties hereto agree that no promise, inducement, understanding, representation or agreement not set forth in this agreement has been made between or among the parties, and that this agreement has been made between or among the parties, and this agreement completely expresses and embodies the entire agreement between BLOCK and Creditor. This agreement may be modified only by writing signed by each of the parties hereto.