

CHAPTER 1

Presuit

1-000

Editor's Instruction

The forms in this section should be used to begin the collection process—regardless of whether the potential claim would be filed in Special Civil Part or Law Division. Practitioners must remember to comply with the Fair Debt Collection Practices Act when communicating with the debtor.

1-001

Retainer Agreement

This agreement, dated [DATE] is made between the Client, [CLIENT] hereinafter referred to as “You” whose address is [CLIENT ADDRESS] and the law firm [LAW FIRM], hereinafter referred to as “Law Firm” whose address is [LAW FIRM ADDRESS].

You agree that the Law Firm will represent your interests in the following matter(s): [DESCRIBE MATTERS]. This office reserves the right to decline representation on any matters referred pursuant hereto. The legal work includes all necessary court appearances, research, and investigation. Correspondence, preparation and drafting of pleadings and other legal documents, trial preparation, conferences in person and by telephone with You and with others, and related work to properly represent You in this matter up to the entry of judgment and thereafter to collect thereupon or preserve your claim.

If You need any other legal services which may or may not be related to the above matter, including but not limited to counterclaims and appeals, You and the Law Firm may make a new agreement to provide for such services. Without such agreements, the Law Firm is not required to provide any additional services.

The Law Firm will be paid as follows: [DESCRIBE FEE ARRANGEMENT] The Law Firm will not deduct a fee on costs reimbursed.

You or the Law Firm may at any time terminate this agreement with 30 days prior written notice served upon the parties involved. In the event of such suspension or termination, the Law Firm will continue to maintain all paying accounts and accounts in active litigation: You will receive full and continued benefit of the terms of the agreement during and until the affected accounts are paid, settled or closed by the Law Firm.

In addition to legal fees, you will be required to pay for expenses in connection with the institution and prosecution of your case. Such expenses may include, among other things,

expert's fees and expenses for other testimony or evidence, court costs, accountant's fees, appraiser's fees, service fees, investigator's fees, deposition costs, transcripts on appeal and extraordinary photocopying, messenger service, overnight delivery, faxing, long-distance telephone calls and express mail. You will not be required to pay for usual and customary law office overhead expenses, such as local telephone charges, routine photocopying and postage costs and expenses associated with legal research.

The Law Firm may pay the above expenses for the client or require the expenses be paid in advance. Any expense that is advanced on your behalf will be billed to You or setoff against any recovery. If billed, same must be remitted within 30 days of billing. The Law Firm may require that experts be retained directly by You. You would then be solely responsible to pay such experts.

You represent to the Law Firm that any matter referred to the Law Firm pursuant to this agreement is a valid claim and that You have title and authority to pursue same and assign same to the Law Firm.

You must fully cooperate with the Law Firm to provide all information relevant to the issues involved in this matter and be available for any meetings and/or hearings as may be necessary. You must also pay all bills as required by this agreement. If You do not comply with these requirements, the Law Firm may ask the Court for permission to withdraw from representing You. The Law Firm will also withdraw at your request subject to the provisions set forth above regarding paying accounts.

The Law Firm agrees to provide conscientious, competent and diligent services and at all times seek to achieve solutions which are just and reasonable for You. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, the Law Firm cannot and does not warrant, predict or guarantee results or the final outcome of any case.

You agree to indemnify and hold the Law Firm harmless against all claims, damages, losses, expenses, liabilities, and/or You or other third party actions arising out of or related to the Law Firm's actions based on information provided by You therein, except those arising from the Law Firm's wrongful acts. The Law Firm shall not be liable for any special, incidental or consequential damages of any type.

You and the Law Firm have read and agree to this agreement. The Law Firm has answered all of your questions and fully explained this agreement to your complete satisfaction. You have been given a copy of this agreement.

[FIRM NAME]

Date: [DATE]

[CLIENT NAME]

Date: [DATE]

1-002
FDCPA Letter

[DEBTOR NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]

Re: Creditor
Account Number: [ACCOUNT NUMBER]
Balance: [BALANCE]

Dear Mr./Ms. [DEBTOR NAME],

The above matter has been placed with this office.

We will assume that the debt is valid unless you dispute the same within 30 days from your receipt of this notice. If, for any reason, you dispute this debt or any portion thereof, you may notify us of same in writing within 30 days from receipt of this notice. We will then obtain verification of your obligation or, if the debt is founded upon a judgment, a copy of the judgment, and we will mail you a copy of the verification or judgment.

We will provide you with the name and address of the original creditor, if different from the current creditor, if you make a written request for same within 30 days from your receipt of this notice.

This is an attempt to collect a debt and any information obtained will be used for that purpose. We are debt collectors.

Very truly yours,

[FIRM NAME]

1-003

Commercial Demand Letter

[BUSINESS NAME]

Attn: [NAME]

[ADDRESS]

[CITY], [STATE] [ZIP CODE]

Re: Creditor

Invoice No.: [INVOICE NUMBER]

Balance: [BALANCE]

Dear Mr./Ms. [BUSINESS NAME],

The above claim has been sent to our office to pursue collection. Demand is hereby made for immediate payment of the above balance. Failure to respond will leave us no other alternative but to recommend that suit be instituted immediately.

Once judgment is entered, execution will be issued which will result in additional costs and levy on all business assets. The choice is yours.

Very truly yours,

[FIRM NAME]

1-004

Post Office Verification Letter

U.S. Postmaster

[ADDRESS]

[CITY], [STATE] [ZIP CODE]

RE: Request for Change of Address of Boxholder Information Needed for Service of Process

Please furnish the new address or the name and address (if a boxholder) for the following:

Name: [NAME]

Address: [ADDRESS]

NOTE: The name and last known address are required for change of address information. The name, if known, and boxholder address are required for boxholder information. The following information is provided in accordance with 39 CFR 265.6(d)(4)(ii). There is no fee for providing this information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of Requester:
2. Statute or Regulation that empowers me to serve process:
3. Names of all known parties to the litigation:
4. The court in which the case has been or will be heard:
5. The docket or other identifying number if one has been issued:
6. The capacity in which this individual is to be served:

WARNING

THE SUBMISSION OF FALSE INFORMATION EITHER (1) TO OBTAIN AND USE CHANGE OF ADDRESS INFORMATION OF BOXHOLDER INFORMATION FOR ANY

PURPOSE OTHER THAN THE SERVICE OF LEGAL PROCESS IN CONNECTION WITH ACTUAL OR PROSPECTIVE LITIGATION OR (2) TO AVOID PAAYMENT OF THE FEE FOR CHANGE OF ADDRESS INFORMATION COULD RESULT IN CRIMINAL PENALTIES INCLUDING A FINE OF UP TO \$10,000.00 OR IMPRISONMENT OF NOT MORE THAN 5 YEARS, OR BOTH (Title 18 U.S.C. Section 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process with actual or prospective litigation.

Signature

[ADDRESS]

[NAME]

[CITY], [STATE] [ZIP CODE]

FOR POST OFFICE USE ONLY

___ No Change of Address

POSTMARK

___ Not Known at Address Given

___ Moved, Left No Forwarding Address

___ No Such Address

NEW ADDRESS OR BOXHOLDER'S NAME AND STREET ADDRESS

Name:

Address:

City, State Zip Code:

