



FINANCIAL SOLUTIONS

30021 Tomas Street, Suite 300
Rancho Santa Margarita, CA 92688
Phone: 888-375-2901
Fax: 888-452-1894

Date: _____

Client Name: _____

Your financial case has been accepted by Financial Solutions Law Group (FSLG). The services covered by your attorney-client contract include:

Forensic Loan Audit- Financial Solutions' forensic loan auditors inspect your loan documents for misrepresentations and/or violations of the Truth in Lending Act (TILA) and the Real Estate and Settlement Procedures Act (RESPA). **Any violations are used as leverage in the Negotiation Process.**

Loan Workout Plan – Our Case Managers and Negotiators tailor you personal and financial position into a Loan Workout Plan that works for your situation and your lender's Loan Workout Criteria.

Loan Workout – Upon any Loan Workout approval by your lender, any combination of the following may occur: Principal Reduction, Rate Reduction, Payment Reduction and/or Forgiveness/Restructuring of past due payments.

Other Services Available

Tax Reassessment - Service includes notifying appropriate agencies and requesting a tax reassessment based on the current value of your home. This can result in saving of hundreds if not thousands of dollars.

Pre-negotiated Short Sale - When all else fails, this can be the best solution for both the borrower and the lender.

Financial Solutions Law Group will work with your lender on your behalf to achieve the best possible result in your favor. Financial Solutions will audit your loan and assemble the loan workout case documentation, providing the ammunition necessary for the attorneys to effectively negotiate with your lender while avoiding litigation.

Financial Solutions has enclosed the retainer agreement, authorization form, several worksheets, and a list of documents we need from you in order to complete your package. It is imperative you forward these documents within 72 hours.

If you have already submitted these documents, then please disregard this request.

Once we receive these documents, (if we have not received it already) we'll work on completing the rest of the file.

We look forward to helping you with your loss mitigation plan.

Best regards,
Financial Solutions

FINANCIAL SOLUTIONS LAW GROUP
4445 EASTGATE MALL STE 200
SAN DIEGO, CA 92121
Office: 888-375-2901
Fax: 888-452-1894

ATTORNEY-CLIENT FEE AGREEMENT

FINANCIAL SOLUTIONS LAW GROUP ("Attorney") and _____ ("Client") hereby agree that Attorney will provide legal services to Client on the terms set forth below regarding the Client's property and the loans secured by it as follows:

[Address] _____

[City, State, Zip] _____

[Loan #1 Lender] _____

[Loan #2 Lender] _____

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit called for under the Fee Schedule attached hereto.
2. **SCOPE OF SERVICES.** Client hires Attorney to provide legal services solely for the purpose of providing Client with expert counsel and advice regarding Client's residential mortgage(s); evaluate and document all factors effecting Client's financial capacity, hardships, mortgage loan terms and possible defects; organize an optimal strategy for Client and engage in negotiations to secure some kind of agreement, forbearance, or modification of Client's mortgage loan(s) that will allow client to keep their property under more favorable terms. These services are hereafter collectively referred to as "Loss Mitigation Services." The most efficient resolution for a Client experiencing mortgage loan difficulties is to have his/her mortgage loan(s) modified. To that end, Attorney will provide Client with a thorough review of Client's loan documents finances and the current value of Client's mortgaged property. Such a review will identify the optimal terms for a loan modification and also identify any rights or claims a Client may have relative to his/her mortgage loan(s) and provide leverage in negotiating a loan modification. Attorney will represent Client with Client's financial institutions currently owning and/or servicing Client's mortgage loan(s) and request that Client's loan(s) be modified to reflect Client's financial capacity and the current worth of Client's property. It is possible that the financial institution may respond to Attorney's request by offering to enter into some kind of forbearance agreement or other arrangement with Client.

_____ (Client Initial Here) _____ (Attorney Initial Here)

Although such agreements are not specifically loan modifications they still provide the Client some relief and are considered part of the Loss Mitigation Services. Should a Client be unable to have his/her/their loan(s) modified, or the modification request is denied, Attorney will advise as to viable alternative strategies for Client. The execution of any further strategy will require either a new Attorney-Client Fee Agreement between Client and Attorney or the Client must retain new representation from another attorney or other professional. The scope of services under this agreement DO NOT include representing Client before any state or federal court or other legal proceedings including but not limited to actions for foreclosure and bankruptcy. Attorney will provide those legal services reasonably required to represent Client within the scope of services described herein. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries.

3. **CLIENT'S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, pay full retainer amount, and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will provide all necessary information and documents as requested by attorney or attorney representative. **CLIENT MUST PROMPTLY NOTIFY ATTORNEY OF RECEIPT OF A NOTICE OF DEFAULT; NOTICE OF SALE; SUMMONS OR ANY OTHER NOTICE OF LEGAL PROCEEDING. FAILURE TO GIVE ATTORNEY TIMELY NOTICE OF SUCH NOTICES CAN ADVERSELY AFFECT CLIENT'S INTERESTS AND POTENTIALLY TERMINATE THIS AGREEMENT.**

4. **FEE.** Client agrees to pay a flat fee as set forth in the Fee Schedule attached hereto. Loss Mitigation Services consist of a number of tasks and activities. Where feasible fixed costs have been set for certain tasks, however costs for some services such as compiling all relevant information and negotiating with a lender or servicer vary. Client authorizes Attorney to use this flat fee to pay all costs associated with providing Loss Mitigation Services as the various tasks and work is completed. Client acknowledges that full payment of the flat fee is required prior to the performance of all Loss Mitigation Services. If Client is paying the flat fee in installments, Client authorizes Attorney to pay costs associated with providing services from each installment payment received and prior to the full payment of the flat fee. Client acknowledges that if all installments have not been paid, Attorney may suspend work on Client's matter until either another payment is received or full payment of the flat fee has been made. Client agrees that once a loan modification has been obtained, the remaining balance of the flat fee, if any, shall be considered fully earned by Attorney as a success fee.

5. **USE OF EXPERTS AND ASSISTANTS.** Attorney will contract with Financial Solutions a loss mitigation company to pre-qualify clients and compile all information relevant to Client's residential mortgage loan. Financial Solutions also advises Attorney of internal policies and procedures of various banks, lending and servicing companies to assist in providing an optimal strategy for the Client. Attorney and its staff directly oversee Financial Solutions offices and personnel to oversee the handling of Client's file and financial information. Upon the execution of this agreement and while providing the Loss Mitigation Services Client must forward any and all loan documents, correspondence,

_____ (Client Initial Here) _____ (Attorney Initial Here)

court papers, etc. in Client's possession or received by Client in connection with his/her mortgage to:

Financial Solutions Law Group
c/o Financial Solutions
30021 Tomas Street, Suite 300
Rancho Santa Margarita, CA 92688
Phone: 888-375-2901
Fax: 888-452-1894

Attorney reserves the right to engage additional experts or to replace Financial Solutions and will advise the Client of any such changes.

6. **CLIENT COOPERATION** – It is essential that Client fully cooperate with Attorney, its staff and experts. Client must provide all requested information to Attorney or its experts as promptly as is possible. Additionally Client must share all information regarding all of Client's debts, loans, ongoing obligations, income, real property and other assets. No loan modification request will, or can be made for the Client until Attorney has received all requested information and payment of all fees as described in the attached Fee Schedule. Client will not be entitled to a refund if the failure to secure a loan modification or to make a request is due to Client's failure to provide all requested information and documents and/or Client withheld relevant information from Attorney.
7. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file and property in Attorney's possession, whether or not Client has paid for all services.
8. **DISCLAIMER OF GUARANTEE AND ESTIMATES.** Loan modifications, forbearance agreements and any other changes in mortgage loan terms are done solely at the discretion of the financial institution that owns and/or services the loan(s) to be modified. Therefore Attorney cannot make any guarantee that a Client will be given any kind of loan modification or other agreement that may mitigate Client's financial obligations. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of any matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only.
9. **DISCLOSURE OF INFORMATION.** Client authorizes Attorney and its agents to furnish any and all information, including any budget analysis, contractual debts, etc. to any mortgage company, agencies or individual in connection with Client's Loss Mitigation Services to aid Attorney in representing Client.
10. **TIME IS OF THE ESSENCE.** Time is of the essence to the performance of each party's performance under this agreement and each party will promptly dedicate the time

_____ (Client Initial Here) _____ (Attorney Initial Here)

needed to complete the services contemplated by this agreement. However, no guarantee or any other representation is made regarding how promptly any third party, including but not limited to banks, lenders and financial institutions, may respond to Attorney's requests.

11. **ADVERSE TAX CONSEQUENCES.** Client hereby acknowledges that Attorney has advised Client that there may be adverse tax consequences to a loan modification or other agreement effecting the terms of Client's mortgage loan(s). Attorney has advised that most lenders that forgive a portion of an unpaid loan balance are required to report as income any debt or portion thereof that was owed by borrower and forgiven by the lender. A lender's obligation to report a portion of an unpaid debt as income to the borrower may depend on whether the loan is a recourse or non recourse debt. Attorney advised that Client should seek consultation with a qualified tax expert or certified public accountant regarding the potential tax consequences of a loan modification. **ATTORNEY RENDERS NO ADVICE REGARDING TAX ISSUES RELATED TO LOAN MODIFICATIONS OR OTHER RESIDENTIAL LOAN STRATEGIES.**
12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
13. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
14. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.
15. **EFFECTIVE DATE.** This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

_____ (Client Initial Here) _____ (Attorney Initial Here)

DATED: _____

CLIENT

Address: _____

Telephone: _____

DATED: _____

CLIENT

Address: _____

Telephone: _____

DATED: _____

FINANCIAL SOLUTIONS LAW GROUP

By: _____

Kelly Christensen,
Managing Partner

_____ (Client Initial Here)

_____ (Attorney Initial Here)

FINANCIAL SOLUTIONS LAW GROUP

4445 EASTGATE MALL STE 200

SAN DIEGO, CA 92121

Phone: 888-375-2901

Fax: 888-452-1894

ATTORNEY-CLIENT FEE AGREEMENT ADDENDUM

Fee Schedule

Attorney agrees to provide Client with Loss Mitigation Services as more particularly set forth in the Attorney Client Fee Agreement between the parties for a flat fee of \$_____. This is a flat fee and Client will not be charged any additional sum for the Loss Mitigation Services.

* Attorney shall commence work for Client upon receipt of the entire flat fee amount.

[Brief description of unusual circumstances such as multiple properties, etc., if any]

Attorney shall apply the flat fee to the costs of work and tasks as they are completed as more specifically set forth in paragraph 4 of the Attorney-Client Fee Agreement.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

_____ (Client Initial Here) _____ (Attorney Initial Here)

DATED: _____

CLIENT
Address: _____

Telephone: _____

DATED: _____

CLIENT
Address: _____

Telephone: _____

DATED: _____

FINANCIAL SOLUTIONS LAW GROUP

By: _____
Kelly Christensen,
Managing Partner

_____ (Client Initial Here) _____ (Attorney Initial Here)

Payment Credit Card Authorization Form



FINANCIAL SOLUTIONS
 30021 Tomas Street, Suite 300
 Rancho Santa Margarita, CA 92688
 Phone: 888-375-2901
 Fax: 888-452-1894

Accountholder Information

Customer Name:	
Customer Address:	
City, State, Zip:	
Customer Phone #:	

Credit Card Information

Name on Credit Card	
Credit Card Billing Address	
City, State, Zip	
Card Type (check one)	<input type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> AMEX <input type="checkbox"/> Disc
Card Number	
Expiration Date	
Code on Back of Card (located on signature line)	

Payment Information

Amount to Charge Credit Card	\$
Process Date	mm/dd/yy
Total Retainer Amount	\$

I (we) hereby authorize Paypartners, LLC to charge my (our) credit card account for the amount listed above on behalf of Financial Solution Law Group for services:

Accountholder Signature _____ Date _____

*****IMPORTANT*****

PROVIDE A COPY OR THE CARD HOLDER'S ID & COPY OF FRONT & BACK OF CARD

(below line for processing use only, SFCM to complete all fields)

FCM Name	
SFCM Name	

Processing Instructions: Indicate how the docs are being sent.

Who is sending the Retainer?	(X the box)	How should the Retainer be sent?	(X the Box)	Who is sending the request for docs?	(X the box)
		FedEx			
SFCM		Fax		SFCM	
Processing		Email		Processing	

ACH Authorization Form



FINANCIAL SOLUTIONS
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Accountholder Information

Customer Name:	
Customer Address:	
City, State, Zip:	
Customer Phone #:	

Banking Information

Name of Bank:	
Bank Street Address:	
Bank City, State, Zip:	
Name on Bank Account	
Check Number:	
Bank Account Number:	
Routing Number of Bank: (9 Digits Listed on Bottom of Check)	
Account Type (Check One)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other

Payment Information

Amount to Charge Account	\$
Process Date	mm/dd/yy
Total Retainer Amount	\$

I (we) hereby authorize Financial Solutions to debit my (our) account for the amount listed above on behalf of Financial Solution Law Group:

Accountholder Signature _____ Date _____

(below line for processing use only, SFCM to complete all fields)

FCM Name	
SFCM Name	

Processing Instructions

Column 1-3 - Indicate who sent or who is to send the retainer package and the document request.
Column 3-6 - Indicate how the document was sent or how the client prefers it be sent to them by processing.
Column 7 - Indicate the date that SFCM or SS sent the documents

	1 SFCM	2 NOTARY	3 PROC	4 FAX	5 EMAIL	6 FEDEX	7 DATE
Retainer Package							
Document Request							