

ATTORNEY CLASS B UNIT ACQUISITION AND SERVICES AGREEMENT

THIS ATTORNEY CLASS B UNIT ACQUISITION AND SERVICES AGREEMENT (this “**Agreement**”) is entered into by and between each of the Company (the “Company”) and the Attorney (“Attorney”) identified on the signature page to this Agreement.

RECITALS

WHEREAS, Attorney is an attorney licensed to practice law in the state(s) identified on the signature page hereto (the “State”);

WHEREAS, the Company desires to issue to Attorney one (1) class B unit of the Company, representing 0.1 percent (0.1%) of the issued and outstanding equity units of the Company as of the date hereof (the “Class B Unit”), upon the terms and conditions set forth in this Agreement, and Attorney desires to own the Class B Unit and become an equity owner of the Company;

WHEREAS, the Company desires to contract with Attorney to represent the Company as a Company attorney in the State, and for the performance of certain services by Attorney and/or Attorney’s law firm on behalf of the Company and its clients as described herein;

WHEREAS, Attorney desires to be an attorney of the Company and to perform such services in exchange for the agreed-upon compensation, and upon the other terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Class B Unit.

(a) Issuance of Class B Unit. The Company hereby issues to Attorney, and Attorney hereby acquires from the Company, the Class B Unit; provided Attorney simultaneously executes a counterpart signature page or joinder to the operative governance document of the Company (as the same may be amended from time to time in accordance with its terms, the “Company Agreement”). In the event of a conflict between the terms of this Agreement and the Company Agreement, to the extent allowed by applicable law, the terms of this Agreement will control.

(b) Distributions on Class B Unit. Attorney will be entitled to profit distributions on the Class B Unit issued to Attorney pursuant to this Agreement from time to time as and when such profit distributions are authorized by and distributed to the equity owners of the Company (“Distributions”).

(c) Identification of Attorney as Company Owner. For so long as Attorney is an equity owner of the Company, Attorney’s name may be listed as an owner of the Company as the Company deems appropriate, subject to applicable rules of professional responsibility and conduct, including without limitation on the Company’s website and in any advertising.

2. Services to the Company; Compensation. In exchange for the issuance of the Class B Unit and the related Distributions thereon, and the agreed-upon compensation (“Compensation”), Attorney and/or Attorney’s law firm shall provide the services to the Company set forth on Schedule A attached hereto and made a part hereof.

3. Standards of Performance. Attorney agrees on behalf of Attorney and Attorney’s law firm to render services to the Company with the requisite diligence and skill in compliance with all applicable laws, rules of professional responsibility and conduct and other professional standards, and to abide by all policies and procedures of the Company in effect from time to time.

4. Termination; Class B Unit Purchase Right.

(a) Each of Attorney and the Company acknowledges and agrees that (i) this Agreement does not create any obligation on Attorney’s part to work with the Company, or on the part of the Company to work with Attorney or Attorney’s law firm, for any fixed period of time, and (ii) the business relationship between the Company and each of Attorney and Attorney’s law firm may be terminated by Attorney or by the Company at any time for any reason or no reason, with or without cause (a “Termination”).

(b) In addition to any other rights, obligations and provisions set forth in the Company Agreement, upon the occurrence of a Termination by Attorney or the Company, then the Company, in its sole discretion, shall have the right but not the obligation (the “Class B Unit Purchase Right”), to purchase the Class B Unit held by Attorney, and Attorney shall have the obligation to sell the Class B Unit to the Company pursuant to the terms of this Agreement. The failure of the Company to exercise the Class B Unit Purchase Right within the 30-day period following the date of the Termination shall constitute a waiver of the Class B Unit Purchase Right by the Company.

(c) The purchase price for Attorney’s Class B Unit to be sold pursuant hereto shall equal the lesser of (i) the amount originally paid by Attorney for such Class B Unit, or (ii) the book value of Attorney’s Class B Unit as reasonably determined in good faith by the Company’s accountant. The Company shall pay such purchase price, if any, to Attorney by wire transfer of immediately available funds within the 30-day period following the date of the Termination, and a failure to do so shall constitute a waiver of the Class B Unit Purchase Right by the Company.

(d) In the event the Company pays Attorney the purchase price for the Class B Unit in accordance with Section 4(c), or the purchase price for Attorney’s Class B Unit is determined to be zero pursuant to Section 4(c), then (i) the Class B Unit shall be, and shall be deemed to be for all purposes, forfeit and null and void pursuant to this Agreement, without the necessity of further action on the part of the Company or Attorney, (ii) Attorney and Attorney’s law firm shall have no further right to any Compensation or Distribution with respect to the Class B Unit thereafter, and (iii) the Company shall register the forfeiture and/or transfer of the Class B Unit from Attorney to the Company on its books and records.

5. Indemnification. The Company shall indemnify Attorney in regard to any legal services if Attorney or Attorney’s law firm is a party or is threatened to be made a party to any

action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Company, by reason of Attorney's or Attorney's law firm's provision of services to the Company, against costs, fees and expenses (including without limitation reasonable attorneys' and paralegals' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by Attorney or Attorney's law firm in connection with such action, suit or proceeding, if Attorney and Attorney's law firm acted in good faith, without negligence, and in a manner which Attorney reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, if Attorney had no reasonable cause to believe Attorney's or Attorney's law firm's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, does not, in and of itself, create a presumption that any party did not act in good faith and in a manner which such party reasonably believed to be in or not opposed to the best interests of the Company, or that, with respect to any criminal action or proceeding, such party had reasonable cause to believe that such party's conduct was unlawful.

6. Representations and Warranties of the Company. The Company represents and warrants to Attorney that the Company is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, with full power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly and validly authorized by all requisite action on the part of the Company, and no other proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement. This Agreement and the Company Agreement constitutes the valid and binding obligation of the Company, enforceable in accordance with their respective terms.

7. Representations and Warranties of Attorney. Attorney represents and warrants to the Company as follows:

(a) Investment Representations.

(i) Attorney understands that the Class B Unit has not been registered under any federal or state securities act or law and is being offered in reliance on exemptions from the registration requirements thereof, that the Class B Unit has not been approved or disapproved by the Securities and Exchange Commission or by any other federal or state regulatory authority, and that no such regulatory authority has passed on or endorsed the merits of the Class B Unit or the accuracy or adequacy of this Agreement or the Company Agreement.

(ii) Attorney understands that Attorney has no rights to require the Class B Unit to be registered under any federal or state securities act or law and the Company has no obligation or intention to so register the Class B Unit, that Attorney may not sell, transfer, pledge or otherwise dispose of the Class B Unit unless such transfer, pledge or disposition is subsequently registered under federal securities laws and appropriate state securities laws or exemptions from such registrations are available, that there will be no public market for the Class B Unit, and that accordingly Attorney may have to hold the Class B Unit, and bear the economic risk of the investment in the Class B Unit, indefinitely.

(iii) Attorney understands that the Class B Unit is subject to the terms, conditions and restrictions, including, without limitation, the transferability and repurchase conditions, set forth in this Agreement and the Company Agreement.

(iv) Attorney is acquiring the Class B Unit for Attorney's own account, for investment purposes only, and not with a view to the resale or distribution thereof, in whole or in part.

(v) Attorney understands that the Company has relied upon the fact that the Class B Unit is being held by Attorney for investment, and that exemption from registration under federal and state securities acts and laws may not be available if the Class B Unit was acquired by Attorney with a view to resale or distribution.

(vi) Attorney is not subject to "back up withholding" pursuant to Section 3406 of the Internal Revenue Code, and Attorney will provide the Company with Attorney's correct tax identification number and Attorney's law firm's correct federal employer identification number.

(vii) Attorney acknowledges that Attorney has been advised to consult with an attorney regarding legal matters concerning the Company and the Class B Unit and to consult with a tax advisor regarding the tax consequences of acquiring the Class B Unit.

(b) Power, Capacity and Execution. Attorney is an individual with the legal power, authority and capacity to enter into this Agreement and the Company Agreement and to perform Attorney's obligations hereunder and thereunder. Attorney's law firm is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. This Agreement and the Company Agreement have been duly executed and delivered by Attorney and Attorney's law firm, and constitute the valid and binding obligation of Attorney and Attorney's law firm, enforceable in accordance with their respective terms.

(c) No Violation. Neither Attorney nor Attorney's law firm is subject to or obligated under any applicable law, or any agreement or instrument, or subject to any order, writ, injunction or decree, which would be breached or violated by Attorney's execution, delivery or performance of this Agreement, or by Attorney's law firm's performance of the services for the Company pursuant to this Agreement.

(d) Licensed to Practice Law. Attorney is duly licensed in good standing to practice law in the State, and, except for illness, accident, time spent in the armed services, on vacations, and on leaves of absence not exceeding one year, is actively engaged in the practice of law in the State. All of the equity owners of Attorney's law firm are duly licensed attorneys in good standing to practice law in the respective states of their licensure. Neither Attorney nor Attorney's law firm has ever been subject to any disciplinary, ethical or other similar complaints or proceedings, and no such complaints or proceedings are currently pending against Attorney or Attorney's law firm before any court, agency or governmental authority. Attorney shall notify the Company immediately in writing in the event any of the representations in this Section 7(d) changes or becomes untrue for any reason.

8. Protection of Confidential Information.

(a) Attorney recognizes that the Company has and will continue to develop certain trade secrets, know-how, client lists, records, manuals, forms and enrollment processes, correspondence, documents, financial information, sales reports, client information, employee lists, marketing plans or reports, policies, methods, processes, strategies, software, techniques, procedures, proposals, discoveries, inventions, ideas, concepts, services and other proprietary information and intellectual property related to the business of the Company and its owners which the Company regards as confidential (collectively, "Confidential Information"). Attorney agrees that, upon Termination, Attorney will immediately deliver to the Company all Confidential Information in the possession and/or control of Attorney or Attorney's law firm, together with all copies and embodiments thereof, including, without limitation, electronically stored records, databases, programs, computer disks and computer software, irrespective of whether Attorney or Attorney's law firm created the same or was involved with the same, and Attorney will not thereafter copy, take or use any such material. Attorney agrees on behalf of Attorney and Attorney's law firm that, during the term of this Agreement and forever thereafter, neither Attorney nor Attorney's law firm will disclose any Confidential Information to any Person who is not expressly authorized by the Company prior to such disclosure. It is understood that Confidential Information does not include any information that is or becomes publicly available other than due to actions or inactions of Attorney or Attorney's law firm. Attorney agrees on behalf of Attorney and Attorney's law firm that the terms and conditions of this Agreement are confidential and that neither Attorney nor Attorney's law firm shall reveal the terms and conditions of this Agreement to any other person, except for Attorney's professional advisors, without the Company's prior written consent.

(b) Attorney acknowledges that the Company has invested considerable and immeasurable expense in developing the Confidential Information, and that it provides substantial economic value to the Company. Attorney agrees on behalf of Attorney and Attorney's law firm that for the term of this Agreement and forever thereafter, neither Attorney nor Attorney's law firm shall use the Confidential Information to contact or solicit a current or past client of the Company to offer or promote the services of any non-Company interests, including any other law firm or business entity; provided, however, that nothing herein is intended to prevent the Company and Attorney from sending the required notice to clients giving the clients freedom to choose counsel upon termination of Attorney's and Attorney's law firm's association with the Company. Attorney agrees on behalf of Attorney and Attorney's law firm to maintain the confidentiality of and not disclose or otherwise use the Confidential Information, except in the provision of legal services in client's case. Other than in connection with services performed under this Agreement, Neither Attorney nor Attorney's law firm shall copy, recreate, reverse engineer or otherwise use any of the Confidential Information in delivering legal services to clients or consumers. Further, neither Attorney nor Attorney's law firm may solicit Company clients via a directed or targeted marketing effort without the Company's prior written authorization. Nothing herein shall prohibit Attorney or Attorney's law firm from engaging in general advertising of legal services following any Termination.

(c) Attorney agrees on behalf of Attorney and Attorney's law firm that during the term of this Agreement and for a period of two years thereafter, without the prior express written consent of the Company, neither Attorney nor Attorney's law firm shall, other than through

the Company pursuant to this Agreement, directly or indirectly, including without limitation as an owner, equity-holder, stockholder, shareholder, member, manager, partner (limited or general), officer, director, employee, sole proprietor, of-counsel or independent contractor, represent clients for (i) debt resolution or similar legal matters, or (ii) bankruptcy legal matters referred or otherwise provided to Attorney or Attorney's law firm by a national or regional bankruptcy law firm.

(d) Each of Attorney and the Company acknowledges that it is the parties' intent that each of the terms, provisions and restrictions contained in this Section 8 be read and interpreted with every reasonable inference drawn in favor of its enforceability. However, it is also the parties' intent that if any term, provision or restriction contained in this Section 8 is held by a court of competent jurisdiction or arbitrator to be invalid, void or unenforceable, the remainder of the provisions thereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Finally, it is also the parties' intent that if a court of competent jurisdiction or arbitrator should determine that all or part of any term, provision or restriction contained in this Section 8 is unenforceable due to over-breadth, then such court or arbitrator shall modify all or part of said term, provision or restriction to the minimum extent necessary to make it enforceable under the prevailing circumstances.

(e) Each of Attorney and the Company acknowledges that the provisions set forth in this Section 8, (i) are of vital concern to the parties, and neither party would have entered into this Agreement without such provisions, (ii) will not prevent either party from conducting its business, and (iii) are reasonable in terms of duration and scope. Each of Attorney and the Company also acknowledges that monetary damages for any violation of the provisions of this Section 8 would not be adequate compensation. It is therefore agreed that, notwithstanding the provisions of Section 9(g), the Company shall be entitled to seek injunctive relief, without the necessity of posting a bond, to cause Attorney and/or Attorney's law firm to specifically perform Attorney's obligations under this Section 8, and that any such breach or threatened breach may be brought in a court of equity, in addition to whatever other remedies may be available at law or otherwise.

9. Miscellaneous.

(a) Further Assurances. From time to time after execution of this Agreement, Attorney and the Company shall, without additional consideration, execute and deliver such additional instruments and documents and take such other actions as may be reasonably requested by the Company, on the one hand, or Attorney, on the other hand, in order to implement the provisions of this Agreement.

(b) Entire Agreement; Assignment. This Agreement and the Company Agreement contain the entire understanding between the parties with respect to the subject matter hereof and supersede any prior agreements or understandings between them with respect thereto. This Agreement shall be binding upon the heirs, executors, administrators and other successors and assigns of Attorney, and the successors and assigns of the Company. Attorney may not assign this Agreement, and any purported assignment hereof shall be null and void.

(c) Amendment and Waiver. This Agreement may be amended, or any provision of this Agreement may be waived, provided that any such amendment or waiver will be

binding on Attorney only if such amendment or waiver is set forth in a writing executed by Attorney, and provided that any such amendment or waiver will be binding upon the Company only if such amendment or waiver is set forth in a writing executed by the Company. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a waiver of any other breach, and the failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provision.

(d) Severability. Whenever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof or the application thereof to any party or circumstance is prohibited by or invalid under applicable law, such provision shall be effective only to the minimal extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions hereof or the application of such provisions to other parties or circumstances. If any provision hereof is held to be unreasonable as to time, scope or otherwise, it shall be construed by limiting and reducing it so as to be enforceable under applicable law.

(e) Interpretation. The preamble and recitals contained in this Agreement are incorporated herein by reference and made a part hereof. Headings are inserted herein for convenience of reference only and are to be ignored in construing this Agreement. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require. It is the intent of the parties that this Agreement be deemed to have been prepared by all the parties and that no party shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

(f) Survival. The provisions of Sections 4 through 8, and 9(d), (e), (f), (g), (h), (i) and (j) shall survive indefinitely following the termination of this Agreement.

(g) Governing Law; Attorneys' Fees. This Agreement shall be construed in conformity with the Federal Arbitration Act (9 U.S.C. § 1, et seq.) and the substantive laws of the jurisdiction under which the Company is then-currently organized, without regard to its conflicts of laws principles. The prevailing parties in any arbitration or legal proceeding in connection with this Agreement shall be entitled to recover from the non-prevailing party all costs, fees and expenses, including, without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such arbitration or legal proceeding.

(h) Arbitration. Subject to the provisions of Section 8(e), each party to this Agreement hereby agrees that in the event of any dispute arising out of or relating to this Agreement or the services to be performed hereunder, such dispute shall be resolved by a single arbitrator in confidential binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"), pursuant to the Federal Arbitration Act. Any arbitration hearings shall be conducted only in Chicago, Illinois. Arbitration proceedings may be commenced by any party by giving the other party written notice thereof, and the proceedings shall be governed by the rules of AAA. The arbitrator's award in any such proceeding shall be final and binding. If any party fails to comply with the arbitrator's award, the injured party may petition any court with jurisdiction for enforcement. Each party hereby agrees to submit to the jurisdiction of any state or

federal court sitting in Chicago, Illinois in any action or proceeding arising out of or relating to the enforcement of the arbitration provisions of this Agreement. Each party hereby waives and agrees to waive any defense of inconvenient forum to the maintenance of any action or proceeding so brought in Chicago, Illinois, and each party waives any bond, surety, or other security that may be required of any other party with respect thereto. In the event a party fails to proceed with arbitration, 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' fees and costs for having to compel arbitration or defend or enforce the award. The parties agree that a party may bring claims against any other party only in such party's 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 or entity's claims, and may not otherwise preside over any form of representative or class proceeding. Each party hereby agrees that any dispute regarding the arbitrability of this Agreement, including without limitation any dispute relating to the interpretation, applicability, enforceability, conscionability or formation of this Agreement and of this arbitration requirement set forth in this Section 9(h), shall be governed by the Federal Arbitration Act and shall be resolved exclusively by the arbitrator.

(i) Limitation of Liability and Damages. In no event will the Company be liable to Attorney or Attorney's law firm for any lost profits, special, incidental, exemplary or consequential damages related to this Agreement based upon any legal theory.

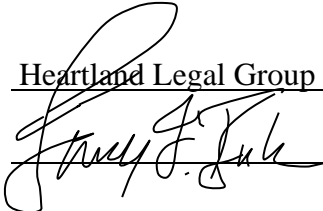
(j) Counterparts; Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one Agreement. A signed copy of this Agreement delivered by means of a facsimile machine or via electronic mail shall be treated in all manner and respects as an originally executed agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

**[remainder of page intentionally left blank;
signature page follows]**

ATTORNEY ACKNOWLEDGES THAT BY SIGNING BELOW, ATTORNEY HAS READ, UNDERSTOOD AND AGREED TO ALL OF THE PROVISIONS OF THIS AGREEMENT, HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OR HAS CHOSEN NOT TO RETAIN AN ATTORNEY, AND UNDERSTANDS AND AGREES TO ALL OF THE PROVISIONS SET FORTH IN THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Attorney Class B Unit Acquisition and Services Agreement and agree to be bound by all of the terms and conditions set forth herein.

COMPANY:

Company Name: Heartland Legal Group
Signature: 
Name: Timothy F. Burnette

ATTORNEY:

Name: _____
Signature: _____
SS#: _____
State(s): _____

ATTORNEY'S LAW FIRM:

Law Firm Name: _____
Signature: _____
Name: _____
FEIN: _____

SCHEDULE A

1. General Services.

(a) providing legal representation, advice, and supervision with respect to representing Company clients relating to debt resolution, settlement and/or similar matters arising within the State which are assigned to Attorney from time to time by the Company or which are brought into the Company by Attorney;

(b) participation in the intake, screening and review of cases involving Company clients who reside in the State, including, without limitation, meeting with and, if appropriate, approving the potential client, reviewing and researching applicable law, preparing documents and communicating with and advising Company clients;

(c) participation in the referral of cases to qualified attorneys in the State or in another state in the event the Company elects not to retain primary representation;

(d) with respect to referrals, as from time to time requested by the Company, serving as a jointly responsible attorney, as co-counsel, or as the client interface for clients residing in the State, on behalf of the Company;

(e) as applicable, assisting and advising Company clients who reside outside of the State and/or other Company counsel with respect to the applicable law of the State and/or as to matters which may be pending in the courts of the State; and monitoring such cases and providing other similar services and appropriate communications as from time to time requested by the Company;

(f) training, supervising, monitoring and, as needed, participating in negotiations performed by Company attorneys and employees on behalf of Company clients;

(g) maintaining a knowledge of, and advising the Company with respect to, the laws and rules of professional conduct and responsibility of the State including, without limitation, rules applicable to attorney advertising;

(h) preparing, reviewing and auditing monthly reports and Company document templates, communications, retainers, and advertising and/or marketing materials for compliance with applicable state regulations;

(i) serving (and being named in advertisements) as the person responsible for the content of any Company advertisements in the State (where required by the applicable rules of professional conduct or law);

(j) participating in Company meetings, either in person or electronically, including without limitation regular monthly Company attorney telephonic meetings, covering, among other matters, Company structure and management, new processes and protocols, escalated matters, as well as general Company business and strategies;

(k) participating in regular Company-structured training, compliance and SOP review via secure, third-party online portal;

(l) providing to Company, and coordinating with Company to maintain, current client conflict information for all clients of Attorney so that conflicts can be checked by Company of all existing and potential Company clients;

(m) complying with such rules, procedures and policies as may from time to time be promulgated by the Company, including without limitation, the Company's Operating Policy and Procedures Manual, as same may from time to time be in effect;

(n) communicating promptly any and all issues or matters of which Attorney believes or reasonably should believe senior management of the Company should be apprised, including but not limited to Company client complaints, significant Company client developments (including changed circumstances) and developments relating to attorney's ability to continue to provide services under this Agreement; and

(o) providing such other related services as the Company may from time to time reasonably require.

2. Specific Services.

A. If participating in the Company's litigation defense program

1) Pre-Litigation Action

a) Conduct a pre-litigation interview with the client (either in person or telephonically). The pre-litigation interview should address the merits of the lawsuit, available defenses (if any), and other options including but not limited to bankruptcy.

b) Initiate contact with opposing counsel to commence settlement negotiations and/or request a continuance of the client's allowable time to appear or file a responsive pleading.

c) Communicate with the Company subsequent to conducting a client interview and making initial contact with opposing counsel, in order to form a mutually accepted litigation strategy.

2) Responsive Pleadings, Appearances, and Other Litigious Actions

a) When appropriate, prepare and file a responsive pleading to the Plaintiff's complaint. Responsive pleadings may take the form of formal answers, motions to dismiss, or any other forms required by the circumstances of the case and local procedural rules.

b) Appear in court on the client's behalf whenever mandated by the court or reasonably required by the circumstances of the case.

c) When appropriate, prepare and propound discovery on the plaintiff, and/or prepare responses to discovery issued by opposing counsel.

d) Prepare and file any court mandated forms or procedures related to any motions to plead, extend time or respond.

e) Prepare and file a response to plaintiff's motion for summary judgment, and if required, appear personally to represent the client at such hearing on plaintiff's motion.

f) Prepare for and personally represent the client at any mandatory mediation, arbitration, and/or trial on the merits. This includes preparation and filing of any necessary forms or statements, briefs, and responses related to each required appearance.

B. Attorney-Client Consultation Call

1) Attorney may be asked to call new clients to welcome them to the Company, evaluate their suitability as new clients, and confirm details of their program in cases where clients have met with paralegals / legal assistants rather than attorneys at the time of signing.

2) The Attorney must use equipment provided by the Company to record any successful contact made, or voicemail in the case of several unsuccessful attempts. These recordings must include a mandatory warning that the call is being recorded, and must be uploaded by the Attorney into the appropriate database file (access provided by the Company).

3) Prompt attention to pending Attorney-Client Consultation Calls is expected of the Attorney.

C. Settlement Review

1) Attorney will be required to review settlements negotiated by the Company for clients in the Attorney's respective state(s) of licensure.

2) Settlements pending review are provided to the Attorney through the database, email notification, and acceptance or rejection of the terms is processed through the Company's online system (access provided by the Company).

3) Prompt attention to pending settlements is required of the Attorney.

D. Quarterly Review Calls/Annual Review Calls/Exit Interview Calls

1) Attorney will conduct quarterly reviews of files of enrolled clients. The review is to ensure that client's account is progressing under the terms and goals of the program. Review includes reviewing situation for changes, amount in escrow, settlements, determining next course of action and reviewing future success of the program. Attorney will note the completion of the

quarterly file review in the client file and enter any other appropriate notes in connection with the quarterly file review.

2) Attorney will conduct an annual call with the client to discuss the progress of their program. Attorney will verify that the program is still appropriate for the client. Discuss the client's remaining accounts, strategy for future negotiations, the client's satisfaction with the results and ensure success of the program. Attorney will note the completion of the annual call in the client file and enter any other appropriate notes in connection with the annual call.

3) Attorney will conduct an Exit Interview call with the client to discuss their experience in the program. Attorney will discuss clients experience in the program, determine any issues and the client's satisfaction with the results for feedback on future policies and procedures of the program. Attorney will note the completion of the exit interview in the client file and enter any other appropriate notes in connection with the exit interview.