

THE FOLLOWING PAGES CONTAIN A SEPARATE AGREEMENT BETWEEN YOU AND NATIONAL LITIGATION LAW GROUP, PLLC, AND ARE NOT TO BE CONSIDERED PART OF YOUR AGREEMENT WITH FREEDOM DEBT RELIEF, LLC.

# National Litigation Law Group

a professional limited liability company  
42 Shepherd Center, 2401 Northwest Twenty-Third Street  
Oklahoma City, Oklahoma 73107  
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[www.nationlit.com](http://www.nationlit.com)

## **ATTORNEY-CLIENT RETAINER AGREEMENT FOR CERTAIN COLLECTION ACTIONS**

This Attorney-Client Retainer Agreement For Certain Collection Actions (the "**Agreement**") is entered into this **15th** day of **August, 2018**, between National Litigation Law Group, PLLC located at 42 Shepherd Center, 2401 Northwest Twenty-Third Street, Oklahoma City, Oklahoma 73107 ("**NLLG**"), which will provide certain legal services to **James Stillwagner** (collectively, the "**Client**"), on the terms set forth below:

WHEREAS, Client has entered into a debt resolution agreement with Freedom Debt Relief, LLC ("**FDR**"), whereunder FDR has undertaken to negotiate settlements of certain of Client's debts, as more particularly described in Exhibit A to Client's debt resolution agreement, as amended from time to time (individually a "**Debt**" and collectively the "**Debts**"); and

WHEREAS, in order to protect Client's interests in the event that any creditor, assignee or other holder of a Debt should institute a lawsuit or other action against Client seeking to collect on a Debt (each event a "**Collection Action**"), Client wishes to retain NLLG to provide legal representation and defense, should a Collection Action be instituted,

NOW, THEREFORE, in consideration of the promises and undertakings set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. SCOPE OF REPRESENTATION:** Client hereby retains NLLG as its attorney to represent and defend Client in any Collections Action commenced against Client after the date this agreement was entered into, by a holder or assignee of a debt that Client has enrolled in the FDR debt resolution program prior to the filing of such lawsuit. When necessary, in NLLG's sole judgment, NLLG will engage additional counsel (the "**Affiliated Law Firm**") to provide additional representation, at no additional cost to Client. NLLG's legal services on any given Collection Action shall be provided through the conclusion of the Collection Action by: (a) the entry of final judgment; or (b) the filing of a dismissal with prejudice as a result of the settlement or dismissal of the claim that was the subject of the Collection Action. Legal services provided hereunder do not include any appeal of a Collection Action. Client understands that NLLG will only represent Client in the defense of a Collection Action.

### **IMPORTANT**

**YOU MUST NOTIFY NLLG OF ANY LAWSUIT FILED AGAINST YOU IMMEDIATELY, BUT NOT LATER THAN 3 DAYS AFTER IT IS SERVED ON YOU. NLLG cannot help you unless you contact us immediately when you are notified of a lawsuit against you. NLLG reserves the right to terminate services if Client does not comply with this notice requirement. We must act promptly to protect your rights once you have been sued and served with notice of the lawsuit.**

**You are paying for NLLG lawyers and its local affiliated attorneys to represent you in collections lawsuits. Unless you immediately notify NLLG of a collections lawsuit served upon you, NLLG may be unable to help you. Again, if you are sued for the collection of a Debt, contact NLLG immediately!**

NLLG will not represent Client in any legal matter which is not a Collection Action, as defined herein, unless the parties enter into a separate written agreement that provides for NLLG's representation of Client in such other matter. Client may be offered the opportunity to enter into other representation agreements with NLLG at the conclusion of this Agreement. Any such agreement will be separate and independent of this Agreement.

**2. EFFECTIVE DATE:** This Agreement will commence when Client has executed and sent the executed Agreement and the EFT ("Electronic Funds Transfer") Authorization to NLLG and both documents have been received by NLLG.

**3. CONFIDENTIALITY:** Communications between NLLG and Client are generally confidential and protected from disclosure to anyone else under Attorney-Client privilege rules. In order to better represent Client, Client authorizes NLLG to share privileged communications with FDR relating to the Collection Action. Client understands that NLLG and FDR are entirely separate and different companies. NLLG is a law firm. Client authorizes FDR to continue with its efforts to settle the debt notwithstanding the existence of the Collection Action. In the event NLLG negotiates a settlement in relation to claims asserted against Client in a Collection Action, NLLG will make Client and FDR aware of the settlement offer. It is agreed that no final settlement of a debt, that is the subject of a Collection Action, may be made without the consent and agreement of Client.

**A. PERMISSION TO DISCLOSE CONFIDENTIAL COMMUNICATIONS.** In order to better represent Client, Client authorizes NLLG to share privileged communications with FDR relating to the Collection Action. In the event NLLG negotiates a settlement in relation to claims asserted against Client in a Collection Action, NLLG will make Client and FDR aware of the settlement offer.

**B. SEPARATENESS OF NLLG AND FDR; ONGOING ACTIVITIES OF FDR.** Client understands that NLLG and FDR are entirely separate and different companies. Client authorizes FDR to continue with its efforts to settle the debt notwithstanding the existence of a Collection Action. It is agreed that no settlement of a Debt that is the subject of a Collection Action, whether by NLLG or FDR, may be finalized and agreed to without the consent and agreement of Client.

**4. ATTORNEYS' FEES:** Client is engaging NLLG to be available to defend Client in any Collection Action. For these legal services, Client shall pay NLLG a general retainer fee of Twelve Dollars (\$12.00) per month (the "Fee"), no portion of which shall be shared with FDR. Each Fee shall be considered earned when paid and is nonrefundable. Client will not be eligible to obtain NLLG's services at the Fee rate stated in this Agreement if the Client has terminated participation in the FDR debt resolution program, unless NLLG so consents, in writing.

**5. LITIGATION COSTS:** The Fee covers attorneys' fees only. Any other costs and expenses incurred by NLLG in defending Client in any Collection Action are not covered or included within the Fee paid by Client. For example, filing fees, deposition costs, express mailings, and if necessary, out-of-town travel expenses (collectively, "**Court Costs**"), are to be paid directly by Client. Client agrees to pay such Court Costs in advance or, at the discretion of NLLG, to reimburse NLLG for such out-of-pocket Court Costs not later than 30 days after receipt of an invoice therefor.

If the monthly Fee or Court Costs is not paid when due, Client shall have a thirty (30) day grace period to pay it. In the event Client fails to pay NLLG within the grace period, NLLG is authorized to initiate and execute an EFT transfer authorization on behalf of Client to pay unpaid Court Costs. Further, if Court Costs remain unpaid at the end of the grace period, NLLG shall have the right, in its sole discretion, to terminate this Agreement. If NLLG elects to terminate this Agreement, NLLG shall notify Client in writing and all further obligation to provide legal services to Client shall be terminated.

**6. WITHDRAWAL; TERMINATION:** Client may withdraw from this Agreement by giving NLLG not less than ten (10) business' days advance written notice, after which NLLG shall no longer be deemed to be representing Client and all further obligation to provide legal services to Client shall be terminated. In its sole discretion, NLLG may withdraw from representing Client if: (a) Client breaches the terms of this Agreement; (b) Client does not cooperate with NLLG in a Collection Action; or (c) Client refuses to act in accordance with NLLG's advice, or any facts or circumstances arise which would, in NLLG's sole discretion, render NLLG's continuing representation of Client to be unlawful or unethical. Client agrees

to execute a Substitution of Attorney, if a Collection Action is pending and to allow NLLG to withdraw.

Even after termination, Client will remain responsible for any unreimbursed Court Costs.

**7. CHOICE OF LAW AND ARBITRATION:** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

**8. ENTIRE AGREEMENT:** This Agreement contains all the terms, promises, and conditions made between Client and NLLG and supersedes all prior discussions and agreements whether written or oral between Client and NLLG and is the sole and entire Agreement between Client and NLLG.

**9. AMENDMENT:** This Agreement may not be modified or amended unless such amendment is set forth in writing and executed by both Client and NLLG.

**10. AUTHORITY:** Client and NLLG each represent and warrant to the other that the individuals executing this Agreement on their behalf are duly authorized and empowered to do so, and that upon such execution, this Agreement shall be binding upon and enforceable by and against each of the parties hereto.

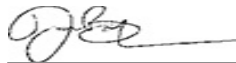
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth in the first paragraph of this Agreement.

CLIENT

NATIONAL LITIGATION LAW GROUP,  
a professional limited liability company

James Stillwagner

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By: James S. Bryant, Managing Member

## Client Information

<i>Name (as it appears on check or account title)</i>			
James Stillwagner			
<i>Address (as it appears on check or account records)</i>		<i>City</i>	<i>State</i>
424 Hillside Ave		Elizabethtown	Pennsylvania 17022

### Client NLLG Retainer Fee Payment and Draft Authorization:

1. I authorize Crossroads Financial Technologies ("CFT"), per the terms of the Special Purpose Account Agreement I have executed with CFT, to initiate debit transfers from my Special Purpose Account to National Litigation Law Group, PLLC ("NLLG") in the amount of **\$12.00 per month**, to commence on the next scheduled draft date and to continue on my scheduled draft each month until cancelled.
2. I represent that I own the Special Purpose Account and am authorized to provide this instruction.
3. I agree to maintain sufficient funds in the Special Purpose Account to cover the monthly Retainer Fee in the amount of \$12 to be paid to NLLG.
4. I will contact CFT in advance if I wish to change the amount or the date for transfers from my Special Purpose Account.
5. These transfer authorizations shall remain in effect until I give prior written notice of termination by contacting Crossroads Customer Service at their address mentioned below in a manner which affords CFT a reasonable opportunity to act on such notice.
6. I acknowledge that my transactions must comply with the provisions of U.S. law.
7. I understand that CFT may terminate this processing service, with or without cause, at any time by sending notice to me.
8. I understand that I have the right to close my Special Purpose Account at any time and receive my money back in the manner described in Para 2 on Page 2 of my Account Agreement.
9. I understand that changing my authorization does not in any way alter or modify any terms of my Special Purpose Account.
10. I have been advised and recognize that NLLG is independent of CFT and has no authority to act on my behalf except as specifically authorized by this Authorization.

<i>SIGNATURE OF PERSON AUTHORIZING CFT TO DEBIT SPECIAL PURPOSE ACCOUNT</i>	<i>DATE</i>
James Stillwagner	08/15/18

## CROSSROADS CUSTOMER SERVICE

**Website:** <http://www.cftpay.com>

**Email:** [support@cftpay.com](mailto:support@cftpay.com)

**Telephone:** 1-888-348-4543 (toll free)

**Address:** PO Box 940, San Jose, CA 95113