

# MENSAH LAW OFFICE

A PROFESSIONAL LIMITED LIABILITY COMPANY  
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Member

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VIA ELECTRONIC MAIL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Re: Engagement Letter Re: Collection (Above \$500,000)**

Dear \_\_\_\_\_

This engagement letter describes the services (“Services”) that **Mensah Law Office, PLLC (the “Firm”)** will provide to \_\_\_\_\_ (the “Client”) in collecting an overdue debt or collecting a judgment.

This letter details the general terms of the engagement of the Firm’s legal services. Accordingly, the Firm submits for the Client’s approval the following provisions governing the engagement.

**SCOPE AND SERVICES:** After obtaining a signed Engagement Letter from the Client the Firm’s work shall include the following:

1. The Firm will devote such time as the Firm deems necessary to represent the Client in connection with this matter and will provide legal representation to advance collections and enforcement of any claims the Client might have. The Firm will keep the Client informed of any progress, and the Firm invites the Client to call or email if the Client has questions.
2. In order to render these services effectively, the Client has agreed to disclose fully and accurately all facts and the Client has agreed to keep the Firm apprised of all developments relating to this matter. The Client has agreed to cooperate fully with

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the Firm, to assist the Firm as much as the Firm believes is necessary, and to be available to attend meetings, discovery proceedings, conferences, hearings and other proceedings.

3. To attempt to collect a debt or a judgment.
4. The Firm does not promise any results to the Client. The Firm seeks to meet its obligations to the Client by conducting research, drafting documents, participating in negotiations, conducting settlement discussion if any, and if the Firm decides to do so, proceeding with litigation, in an effort to reach the most favorable resolution for the Client. However we do not guarantee that a favorable result will be reached.

**FEES:** A twenty-five percent (25%) contingency fee of any amount collected without the need for litigation. A thirty percent (30%) contingency fee of any amount collected, once litigation is initiated.

Client acknowledges that the foregoing fee is not set by law, but is negotiable, and has been negotiated, between and amongst us. This arrangement does not include or obligate us to pursue any court appeal or retrial, whether litigation, if necessary, is adverse or not adverse to you. If such an event (i.e. hearing, appeal or retrial) were to occur we will discuss with you a revised fee arrangement.

**EXPENSES:** The Client agrees to pay all costs and expenses related to the agreed upon services. Such costs and expenses may include, but are not limited to, experts, investigators, witnesses, consultants, court reporters, photocopying, delivery and messenger services, computerized research, travel (including mileage, parking, and ground transportation), long-distance telephone calls, facsimiles, word processing, process server and filing fees.

**DISPUTES:** Questions as to the fee amount on a bill shall be brought to the attention of the Firm, in writing, within seven (7) days of receipt of the bill; otherwise the bill will be presumed to be correct. In the event a dispute arises between the Client and Firm relating to the Client's fees, the Client may have the right to arbitration of the dispute pursuant to the State of New York's Fee Dispute Resolution Program or the Equivalent program in the District of Columbia or

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Maryland. The Firm will provide the Client with the necessary information concerning this program at the Client's request.

**TERMINATION:** Either party may terminate this contract at any time by notifying the other party in writing. In the event the Firm's representation is terminated by either party, the Client agrees that the Client will be responsible for any and all charges incurred in connection with the Firm's representation of the Client up to the date of said termination, including any costs necessary to properly transfer the Client's files and information to a new attorney or representative. If the Firm elects to withdraw, the Client will take all steps necessary to free the Firm of any obligation to perform future services, including the execution of any documents necessary to complete the Firm's withdrawal.

**ENTIRE AGREEMENT:** This agreement contains the entire agreement between the parties hereto pertaining to the rendition of the aforementioned services by the Firm to Client. Any prior understanding or representations of any kind preceding the date of this agreement shall not be binding on either party to this agreement. This agreement may be altered or amended only by an instrument in writing signed by the parties hereto. The Firm explicitly reserves the right to terminate the relationship with Client if Client misrepresents or fails to disclose material facts, fails to meet deadlines, fails to pay fees and expenses or for conduct making it unreasonably difficult or unethical to represent Client or for any other just cause.

**CLOSING PROVISION:** If the Client agrees with the Scope of the Services and the engagement arrangement, please acknowledge this by signing the enclosed copy of this letter and return it to the Firm's attention. Should you have any questions regarding the foregoing or any other matter, please feel free to contact the Firm.

Very truly yours,

Mensah Law Office, PLLC

By:           /s/ Tony Mensah            
Tony Mensah, Esq.

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**READ, APPROVED AND ACCEPTED:**

\_\_\_\_\_ **(Electronic Signature here)**  
Click here to print full name.

\_\_\_\_\_ **(Enter date here)**  
Date