

Alderman & Alderman Commercial Collection Submission Form

Instructions: To submit a commercial collection claim to Alderman & Alderman, complete this form and fax it to our toll free fax number at (888) 802-9992.

Creditor:

Company: _____
Address: _____
City, ST, Zip: _____, _____, _____
Account # _____
Outstanding Debt: \$ _____

Creditor Contact – Forwarder

Name: _____
Company: _____
Address: _____
City, ST, Zip: _____, _____, _____
Telephone: (____) ____-____ Fax: (____) ____-____
Email : _____@_____.

Account Debtor:

Name: _____
Address: _____
City, ST, Zip: _____, _____, _____

Related Parties (Such As Guarantors)

Services Requested:

(You may select A alone, B alone or A and C.)

- A) . Issue Demand Letter;
- B) . File Suit without demand letter (Check for \$375 is enclosed);
- C) . File Suit if No response to demand letter within 21 days
(Suit fee to be paid before suit is filed);

The above referenced claim is submitted to Alderman & Alderman for Collection pursuant to the terms and conditions on the following two pages.

I. **Fee Structure.**

- i. **Base Fee:** The base fee for Alderman & Alderman's services will be Twenty percent (20%) of the money collected from the time the claim is accepted by Alderman & Alderman.
- ii. **Suit Fees:** In addition for Alderman & Alderman's base fee, an additional Five percent (5%) of any money collected after Alderman & Alderman issues a summons and complaint will also be deemed earned (for a total fee of 25%).
- iii. **Suit Costs:** A Suit Cost of \$375 is required before Alderman & Alderman will file suit. From the suit costs Alderman & Alderman will pay for service of process and court filing fees.

II. **Representations and Warrants:** By submitting this claim, the undersigned represents are warrants the following:

- i. The undersigned is duly authorized to submit this claim for collection;
- ii. The debt is NOT a consumer debt;
- iii. The debt has NOT been discharged in bankruptcy;
- iv. The account debtor and guarantor are not protected by a bankruptcy court order or proceeding;
- v. No other law firm is entitled to legal fees for collection of this debt

III. **Data Storage:** In order to avoid catastrophic loss of client information, Alderman & Alderman may use multiple computer back-up systems. Authorized methods of back-up may include, redundant hard drives, disks, usb based storage devises and third party remote back-up services, such as those provided by ibackup.com. Alderman & Alderman strives to protect client data for future retrieval while also protecting client's confidential information. Methods of protection may include encryption of data transferred for electronic back-up, firewalls and security software from providers such as Symantec or McAfee. Alderman & Alderman shall not be liable for loss or damage resulting from acts of God, acts of war, acts of terror or any wrongful acts of third parties. At the end of representation, Alderman & Alderman is authorized to retain or destroy the data as it deems appropriate.

IV. **Document Storage:** Documents may be retained at Alderman & Alderman's offices. In addition, attorneys working on your matters may bring documents with them to their homes or other locations to work on your matters. Alderman & Alderman's attorneys and staff will use reasonable efforts to protect your documents. Alderman & Alderman shall not be liable for loss or damage resulting from acts of God, acts of aw, acts of terror or any other wrongful acts of third parties. At the end of the representation, Alderman & Alderman is authorized to retain or destroy the documents as it deems appropriate. If you would like the documents returned to you at the end of the assignment, please let us know and we will be happy to return your original documents to you.

V. **Expenses:** Out of pocket expenses, such as the fee to a Court Reporter for a deposition, are the responsibility of the Client.

- VI. **Choice of Law:** This Agreement is for the delivery of legal services in the State of Connecticut. Accordingly, all disputes related to this agreement and the services and obligations related to this agreement shall be resolved in Connecticut by application of the laws of the State of Connecticut.
- VII. **No Contract Until Accepted:** Alderman & Alderman, like all law firms, must perform a conflict check to ensure that it can accept a matter being forwarded. Accordingly, the submission of this form to Alderman & Alderman does not create a binding attorney-client agreement until it has been accepted by Alderman & Alderman.

Claim Submitted by:

_____.

_____, the duly authorized representative of _____,
[Print name of person signing] *[Business forwarding claim]*

this _____ day of _____, 2008

Accepted by Alderman & Alderman on this _____ day of _____, 2008

By: _____.
Its duly authorized partner