

LITIGATION

SCOPE OF LEGAL SERVICES

LITIGATION FIRM will review, evaluate and perform a professional legal analysis of options available for CLIENT. **LITIGATION FIRM** will communicate directly with Lender, and will develop a relationship with the Lender in an effort to negotiate new terms for your loan with the Lender. When **LITIGATION FIRM** presents CLIENT's case, **LITIGATION FIRM** will present all necessary documents that were provided by CLIENT. **LITIGATION FIRM** will use any and all pertinent information necessary when negotiating. CLIENT will work with **LITIGATION FIRM** to develop valid reasons and explanations to help **LITIGATION FIRM** in an attempt to negotiate new terms of CLIENT's loan with Lender.

LITIGATION FIRM will provide legal services reasonably required to represent CLIENT. **LITIGATION FIRM** will provide the following legal services, if necessary, for the retainer agreement herein:

- a. Conduct interview with CLIENT to determine potential loan origination fraud, predatory lending, truth in lending violations, wrongful foreclosure proceedings and matters relating to mortgage transfers, assignments and/or securitization based upon CLIENT- provided information and documentation.
- b. Conduct interview with CLIENT to determine potential Eviction or Unlawful Detainer proceedings if deemed necessary based on CLIENT interview with **LITIGATION FIRM**. **LITIGATION FIRM** will determine whether CLIENT's situation is appropriate for Lender Litigation, and/or if applicable, eviction defense.
- c. Review and audit CLIENT-provided loan documentation and communications with Lender and/or Trustee for potential causes of action.
- d. Order independent audits, if **LITIGATION FIRM** deems necessary.
- e. **LITIGATION FIRM** shall work with CLIENT to gather necessary documents regarding lender litigation package submittal.
- f. **LITIGATION FIRM** will consult with CLIENT to determine course of action.
- g. **LITIGATION FIRM** shall Draft and file Complaint against Lender and/or Trustee if **LITIGATION FIRM** deems necessary.
- h. If **LITIGATION FIRM** deemed necessary, only after a Complaint has been prepared and filed, draft and file pleadings for Temporary Restraining Order ("TRO") and Preliminary Injunction hearings against the Lender and/or Trustee.
- i. If deemed necessary, **LITIGATION FIRM** shall communicate with Lender and/or Trustee to request the Lender and/or Trustee stay the foreclosure proceedings, which may include a stipulation to stay the litigation pending potential negotiations or settlement of the case.

j. If deemed necessary, **LITIGATION FIRM** shall communicate with Lender and/or Trustee to request the Lender and/or Trustee reverse the sale of the foreclosure proceedings and stop the eviction or unlawful detainer process.

k. If **LITIGATION FIRM** deems necessary, **LITIGATION FIRM** shall perform preparation of declarations, complaint, amended complaints and opposition to all motions, demurrers, and/or motions to Strike, etc. filed by Lender.

l. If **LITIGATION FIRM** deems necessary, **LITIGATION FIRM** may provide post foreclosure sale litigation in an attempt to reverse a sale.

m. **LITIGATION FIRM** shall be responsible for all court proceedings leading up to but not including; i) trial, appeals, or other actions for relief in appellate court, or ii) execution on any judgment obtained.

n. If the Lender offers a loan modification review in the litigation process **LITIGATION FIRM** will assist Client with the loan modification process at no charge to the Client.

o. The Scope of **LITIGATION FIRM's** Legal Services will be completed and **LITIGATION FIRM** is no longer obligated to provide any Legal Services to CLIENT once the CLIENT's matter is settled, withdrawn or dismissed.

The goal(s) of the lawsuit can be a combination of the following: to seek injunctive relief, reversal of foreclosure sale, statutory damages, compensatory damages, and/or any damages the court deems proper.

The remedy of injunctive relief may include, but is not limited to; postponement of foreclosure sale date, re-issuance of the Notice of Default, and/or Notice of Trustee's Sale, rescission of the sale on subject property, and/or any other remedies the court deems proper.

Client and **LITIGATION FIRM** agreed that the sole purpose of this lawsuit is not to seek a loan modification from lender.