

JUDGMENT COLLECTION SERVICE AGREEMENT

Case Information

\_\_\_\_\_

v.

\_\_\_\_\_

Case No. \_\_\_\_\_

Court: \_\_\_\_\_ Division \_\_\_\_\_

CLIENT: \_\_\_\_\_

CLIENT's Attorney \_\_\_\_\_

Assistant to CLIENT'S Attorney \_\_\_\_\_

Client Attorney's Law Firm \_\_\_\_\_

Primary contact for settlement \_\_\_\_\_

Contact Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Client Funds shall be made payable to \_\_\_\_\_

This agreement is entered into by and between The Company and CLIENT on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by their duly authorized and empowered representatives.

The Company: All correspondence to Bowler Consulting, LLC should be sent to PO Box 231197 New Orleans, LA 70123 or by email to [mikey@bowler-consulting.com](mailto:mikey@bowler-consulting.com).

By \_\_\_\_\_ Date \_\_\_\_\_ Client Printed Name \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_ Printed Name (Attorney with rights to claim) \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_ For Bowler Consulting \_\_\_\_\_

*For any attorney signing this agreement on behalf of their client without a client signature, please attach a copy of your retainer agreement or documentation authorizing you to do so.*

Bowler Consulting, LLC  
(504) 444-5924 (Phone)  
Email - [mikey@bowler-consulting.com](mailto:mikey@bowler-consulting.com)

## JUDGMENT COLLECTION SERVICE AGREEMENT

Bowler Consulting, LLC, a Louisiana Limited Liability Company, domiciled at 705 Maximilian St. Baton Rouge, LA 70802 , herein referred to as "The Company" and " \_\_\_\_\_ " herein referred to as "CLIENT" agree that the accounts placed with The Company are subject to the terms and conditions of the following agreement between the parties:

1. Collection activities shall be in compliance with federal, state and local laws or regulations, and will be conducted in a courteous and businesslike manner.
2. Collections made by The Company of CLIENT's accounts will be deposited immediately into a separate trust account maintained in a federally insured bank for CLIENT, as well as other clients.
3. All collections made by The Company of CLIENT's judgment(s) shall be remitted to CLIENT, less The Company's collection fees, within thirty (30) days of receipt of funds. CLIENT agrees to notify The Company with information on all direct payments received by CLIENT from judgement placed for collection. CLIENT agrees to contact and pay The Company the appropriate collection fee for direct payments in a timely manner.
4. The collection fee on payments made to The Company and direct to CLIENT on accounts placed with The Company shall be 30% for the first \$300,000 recovered, 20% for any portion in excess of \$300,000 to \$1 Million, and 15% for any portion in excess of \$1 Million.
5. CLIENT authorizes The Company to accept all settlement offers in the amount of ninety percent (90%) of the total principle balance (judgement) of the accounts placed by CLIENT for collection. All other settlement offers below ninety percent (90%) are required to be authorized by the client.
6. CLIENT has furnished a retainer of \$ \_\_\_\_\_, to be deducted from The Company's fees. Any additional retainer collected by The Company shall be deducted from CLIENTS fee payable to The Company.
7. It is understood that The Company may engage lobbyists and/or political strategists to assist in collecting judgements owed by the City of New Orleans and may donate to a political action committee. The Company will do so on its' behalf only and will not make any political contributions on behalf of CLIENT nor should any such political activity of The Company be construed to be the activity of CLIENT. Should CLIENT choose to engage with the same political PAC for purposes of collecting on a judgment, that will not in any way effect the fee owed to The Company.
11. This agreement shall be effective as of the date shown and continue in effect for five years from the date of this agreement or until terminated as herein provided. CLIENT may terminate this agreement after 18 months if The Company fails to effectuate a change in the laws, ordinances, and/or Parish Charter to fund the judgments outstanding against the City of New Orleans.

Initial (Client) \_\_\_\_\_

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12. The Company shall not use or disclose or in any manner make available to any third party any account information provided to it by CLIENT or obtained by it in providing services hereunder, except as is necessary in providing services pursuant to this agreement.

13. CLIENT represents to The Company that the amount alleged due at the time the judgments are assigned to The Company for collection is true and correct. CLIENT represents that the accounts represent a legal and valid debt of the claim holder, and that CLIENT is unaware of any disputes regarding the debt which would render it invalid. Further, CLIENT represents that all accounts assigned to The Company for collection have not been pre-paid prior to assignment, and CLIENT agrees that it may be liable to The Company for collection fees due to The Company, if The Company performs work on an account that is deemed to have been paid prior to assignment.

15. CLIENT represents that the assigned debt is in default, and that it is unaware of any circumstances with respect to the accounts that would render the accounts not subject to legal process.

16. It is further understood that The Company is, and will be acting and occupying the status of an independent contractor and not the status of an agent, partner or employee of the CLIENT.

17. This Agreement shall be governed by the laws of the State of Louisiana.

18. The Company may at its discretion sell or assign this Collection Service Agreement to any entity controlled by Michael P. Bowler and/or Michael J. Bowler.

19. If any provision of this Agreement, or any application thereof to any person, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application thereof to other persons or circumstances, shall not be impaired, and shall be enforced to the fullest extent permitted by law.

20. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged herein and there are no understandings or agreements other than those incorporated herein. This agreement may not be modified except by written instrument signed by both parties. The provisions of this agreement shall override any and all contrary or conflicting provisions contained in any past or present oral or written agreements.

21. The CLIENT will furnish The Company within 10 days of the execution of this agreement documentation of any judgment and any documentation relevant to the date of judicial demand for purposes of calculating interest due.

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