



Dear **John Loan Mod**:

Thank you for choosing Guardian Consumer Law PLLC to assist you with your residential mortgage. We have helped many others in similar, or even worse, circumstances. Our office focuses on helping people find alternatives to foreclosure and protect against the loss of their home. Realize that no matter how bad your situation has become, it may be possible to avoid foreclosure if you take prompt action. Together, we may be able to resolve your situation without a foreclosure sale of your home.

The key to avoiding foreclosure is you! Through open communication with our dedicated staff of legal assistants, we will try to help you cure your mortgage default without foreclosure. The loss mitigation services provided by Guardian Consumer Law PLLC include:

- **Interview with Client**
- **Consultation with Client**
- **Research For Client**
- **File Evaluation**
- **Review and Analysis Services**
- **Processing and Negotiating Workout**
- **Forbearance and Short Sale**

You will be roughly billed for these services as they are near completion or completed. Your fees cover as many of these services as are required, or that we both agree to pursue.

Client's Responsibilities:

Please **complete the following application in its entirety** and return it, and any other requested documents, as soon as possible. It is essential that you fill out the following paperwork COMPLETELY and that you attach any and all documentation that has been requested. Failure to do so will delay processing of your file that may well affect your outcome. Please be advised that lenders have different requirements and therefore additional information may be requested from you. It is ESSENTIAL that you rush all requested documents to us so that we may process your file as quickly as possible. It is YOUR RESPONSIBILITY to furnish all requested documentation so that we may obtain a positive result for your personal situation. Generally, within 24-48 hours, you will receive a call or e-mail from a member of our processing team to help collect all needed documents before the case will be assigned to your attorney.

1. All Clients must be available for, and participate in, an initial client assessment meeting phone call prior to being accepted as a client by Guardian Consumer Law PLLC. THE COMPLETION OF THIS PACKET DOES NOT CREATE AN ATTORNEY CLIENT RELATIONSHIP. THIS OFFICE MUST AGREE TO ACCEPT YOUR REQUEST FOR REPRESENTATION. After the attorney receives all documents, please allow for a 3-5 day review process before your case is accepted and you are notified either in person or via voice messaging.

2. You must provide complete and accurate account information and inform us of any changes in contact information, financial standing, employment, or other matters affecting your economic status. You must also inform us of all contact directly from any creditor and send copies of any such written contact to us. It is essential that you keep us informed of all current information, and respond timely to our requests for information and documentation.

After this package is completed and returned to us you can expect the following:

1. Your application will be reviewed by an attorney in detail to ensure the best course of action will be implemented. The attorney will contact you with the results of the review and will be available to advise you regarding potential legal options you may have.
2. Your application will undergo a thorough pre-qualification process, and we will work with you to prepare a package that will have a reasonable chance of success with your lender(s). We have extensive experience with lenders and know what they want in loss mitigation and loan workout cases.

Upon acceptance of your request for legal representation, we will proceed according to the solution(s) initially proposed to you. Loan workouts can be a rather lengthy process. Attention to detail is crucial. Please give us some time to process your file.

Please be advised that final decisions regarding the terms and/or conditions of your plan or modification are usually made at the sole discretion of the lender. We do not guarantee that any plan proposed by the client, and submitted by us to the lender will be accepted by the lender. Additionally, you acknowledge that the presentation of a plan or negotiation with Lender by our office will not prevent or cure a default of the Loan or foreclosure until the agreements have been made in writing and signed by both you and the creditor. You further understand and acknowledge that failure to pay your mortgage payment and any bills associated with your escrow during the loan modification process will negatively affect your credit. Indemnification: Client shall indemnify, defend and hold harmless Guardian Consumer Law PLLC , its officers, directors, employees, affiliates and agents for, from and against any and all claims, lawsuits, losses, damages, costs and liabilities of any kind arising from any default of you on any loan or the foreclosure of any deed of trust, except claims arising from the gross negligence or intentional misconduct by this office.

Indemnification:

Client shall indemnify, defend and hold harmless Guardian Consumer Law PLLC , its officers, directors, employees, affiliates and agents for, from and against any and all claims, lawsuits, losses, damages, costs and liabilities of any kind arising from any default of you on any loan or the foreclosure of any deed of trust, except claims arising from the gross negligence or intentional misconduct by this office.

Client Signature:

Date:

Client Signature:

Date:

Mail To:
1954 E. Fort Union Blvd Suite 101
Cottonwood Heights, UT 84121

WHEN COMPLETED:
Fax To
(866) 306-4160
Phone: (877) 758-3328

Scan and Email To
documents@guardianconsumerlaw.com
processing@guardianconsumerlaw.com

Fax Cover Page and Document Checklist

To: Guardian Consumer Law PLLC

Fax Number: (866) 306-1460

Phone Number: (877) 758-3328

From: John Loan Mod

Fax Number:

Phone Number: (342) 534 - 3425

You may also scan and send documents by email to your **Guardian Consumer Law** PLLC representative.

Name of **Guardian Consumer Law** PLLC representative you are working with: **Foreclosure Def**

Initial Application Checklist:

Please provide copies of all items below to apply for enrollment. **Check all boxes before sending.**

- 1 Borrower Authorization Form.
- 2 Making Homes Affordable Form.
- 3 Your Hardship Letter.
- 4 A copy of a recent Mortgage Statement. **NOTE:** Please continue to fax in your current mortgage statement each month
- 5 Proof of Income - 2 most recent pay stubs, award letters, rental agreements, or a 12 month Profit & Loss if self-employed.
- 6 Two most recent bank statements. **NOTE:** Please continue to fax in your current bank statement(s) each month.
- 7 Latest W-2 or 1099. **NOTE:** Please continue to send in your current pay stubs each month
- 8 Signed, completed tax returns for the past two years along with W-2 forms..
- 9 A completed IRS Form 4506-T (a copy is attached or can be located at www.irs.gov/pub/irs-pdf/f4506.pdf).
- 10 Dodd - Frank Certification
- 11 If property is owner occupied, provide a recent utility bill showing the address and Borrower's name.
- 12 Voided Check (for billing purposes).

Important Note: Please fax or email current pay stubs, bank statements and other proof of income documents once each month. We may require them if your lender requires updated information during the negotiation process.

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FINANCIAL WORKSHEET

Borrower Information

Name: John Loan Mod

Date of Birth: Sep 12, 1978

Address: 1111 1st St

City: New Roads

State: LA

Zip: 12121

Phone Number: (342) 534 - 3425

E-Mail Address: craig@pixelfusion.com

Employer: ABC Company

Length of Employment: 5.00 months.

Occupation: VP Of Sales

Social Security Number: 678 - 68 - 8767

Co-Borrower Information

Name: Jane Smith

Date of Birth: Sep 20, 1978

Address: 1111 1st St

City: New Roads

State: LA

Zip: 12121

Phone Number: (523) 453 - 2534

E-Mail Address:

Employer:

Length of Employment: _____ months.

Occupation:

Social Security Number: 797 - 97 - 8978

Property Address

Address: 1111 1st St

City: New Roads

State: LA

Zip: 12121

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First Mortgage Information

Lender: Bank of America N.A., C/O Home Retention Services Inc **Loan:** 1004848
Monthly Payment: 1,872.96
Mortgage Type: Fixed Rate **Balance Due:** 274,965.19
Original Rate: 5.88
Months Late: 1
Past Due Amount: 7,526.07
Pending Sale Date: **Law Firm:**

Second Mortgage Information

Lender: **Loan:**
Monthly Payment: 0.00
Mortgage Type: **Balance Due:** 0.00
Original Rate: 1.00
Months Late:
Past Due Amount: 0.00

Household Information

Number of Residents in Home: 0 Dependants

Monthly Housing Expenses

Description	Monthly Expense	Balance Due (if applicable)
First Mortgage (Include taxes and insurance if applicable)	\$1,872.96	\$274,965.19
Property Tax	\$110.00	
Property Insurance	\$237.11	
Second Mortgage	\$0.00	\$0.00
HOA Fees	\$100.00	
HOUSING SUBTOTAL	\$2320.07	

Previous Loan Mod: Yes
Date of Previous Loan Mod:
Case Notes:

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Monthly Expense Worksheet

	Primary Borrower	Co-Borrower	Sub-total Expense
1st Mortgage Payment	\$1,872.96	—	\$1,872.96
H.O.A Fees	\$100.00	—	\$100.00
Taxes	\$110.00	—	\$110.00
Prop Ins, Flood Ins. (If any)	\$237.11	—	\$237.11
Mortgage Insurance	\$0	—	\$0
Credit Cards	\$250.00	\$75.00	\$325.00
Auto Loans	\$0	\$125.00	\$125.00
Unsecured Loans	\$0	\$0	\$0
Student Loans/Tuition	\$0	\$0	\$0
Alimony/Child Support	\$0	\$0	\$0
Child/Dependent/Elderly Care	\$155.00	\$0	\$155.00
Insurance (Health, life)	\$0	\$150.00	\$150.00
Groceries	\$0	\$0	\$0
Car Expenses (Ins., gas, maint.)	\$200.00	\$150.00	\$350.00
Doctor/Medical Bills	\$0	\$0	\$0
Entertainment	\$200.00	\$125.00	\$325.00
Other	\$0	\$0	\$0
Other Mortgages /REO	\$0	\$0	\$0
Donation, Pets, Parking, Union, Personal Loan, Rental and Lunch	\$0	\$0	\$0
Utilities			
Cable TV/Satellite	\$50.00	\$0	\$50.00
Electricity	\$0	\$0	\$0
Natural Gas/Oil	\$0	\$0	\$0
Telephone/Cell	\$0	\$0	\$0
Water/Sewer	\$0	\$0	\$0
Internet	\$0	\$0	\$0
Other	\$0	\$0	\$0
TOTAL Household Expenses	\$3,175.07	\$625.00	\$3,800.07
Total Balance			
Total Credit Card Balance(s)	\$0	\$0	\$0
Total Auto Loan Balance(s)	\$0	\$0	\$0
Total Unsecured Loan Balance(s)	\$0	\$0	\$0
REO Mortgage Balance(s)	\$0	\$0	\$0
Total Student Loan Balance(s)	\$0	\$0	\$0

 Borrower Signature

 Date

 Borrower Signature

 Date

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Monthly Income Worksheet

Employment	Borrower	Co-Borrower
Position	VP of Sales	
Type	Salary W-2	

Employment Income	Borrower	Co-Borrower	Sub-total Income
Gross Monthly Income	\$3,000.00	\$1,400.00	\$4,400.00
Commission/Bonus	\$0	\$0	\$0
Overtime	\$0	\$0	\$0
Tips	\$0	\$0	\$0
Less: Federal and State Tax, FICA	\$100.00	\$250.00	\$350.00
Less: Other Deductions (401K, etc.)	\$100.00	\$0	\$100.00
Net Monthly Income	\$2,800.00	\$1,150.00	\$3,950.00
Other Income Sources	Borrower	Co-Borrower	Sub-total Income
Social Security:	\$0	\$0	\$0
Pension/Retirement:	\$0	\$0	\$0
Disability:	\$0	\$0	\$0
Child Support/Alimony:	\$0	\$0	\$0
Rental:	\$0	\$0	\$0
Earned Interest:	\$0	\$0	\$0
Room Rental:	\$0	\$0	\$0
Monthly Income (2nd Job):	\$0	\$0	\$0
Spouse/Son/Daughter:	\$0	\$0	\$0
Parents:	\$0	\$0	\$0
Unemployment:	\$0	\$0	\$0
Other:	\$0	\$0	\$0
Food Stamps/Welfare:	\$0	\$0	\$0
TOTAL Net Household Income	\$2,800.00	\$1,150.00	\$3,950.00

Current Monthly Disposable Income

TOTAL Joint Household Income	-	TOTAL Joint Household Expenses	=	Disposable Income
\$3,950.00		\$3,800.07		\$149.93

Borrower Signature

Date

Borrower Signature

Date

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Assistance with Your Hardship Letter

One of the items your lender or servicer will ask for during the loan modification / workout process is a hardship letter. A hardship letter is a written explanation describing the situation that is causing you to fall behind on your mortgage. This letter is very important in the foreclosure defense process and is the basis that your case rests upon.

Please keep in mind that the lenders and servicing companies are facing huge backlogs and that the more you can be short, clear and to the point, the more efficiently your case will proceed. Usually, just a few paragraphs are enough to communicate your situation.

This is a list of typical hardships that lenders consider:

- Adjustable Rate Mortgage Reset- Payment Shock
- Illness
- Divorce
- Reduced Income - Loss of Job
- Failed Business
- Job Relocation
- Death of Spouse or Co-Borrower
- Incarceration
- Marital Separation
- Military Duty
- Medical Bills
- Damage to Property
- Other (Please Specify)

INSTRUCTIONS: Please write a clear and direct hardship letter that covers the three key elements below. You may do this on a separate sheet of paper or word processing program (like Microsoft Word) and follow a typical letter format that addresses your lender as the party to whom the letter is addressed. Keep in mind that this letter is the central basis in helping you avoid foreclosure and/or achieve a loan workout.

The three essential components of the hardship letter are:

1. Some background about you, your situation as you entered the loan, your good intentions to keep up with your obligations as a borrower and good payment history.

2. The circumstances that led to your hardship and the circumstances you are now facing.

3. The conditions that will allow you to keep making payments on the loan such as the amount of payment that you can afford each month and the income and expenses that support why you can make those payments.

You may request sample hardship letters from your Guardian Consumer Law representative.

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Limited Services Retainer Agreement

This is the written fee agreement (the "Agreement") that is required by law between a law firm and its clients. This agreement entered into between Guardian Consumer Law PLLC ("the Firm") and:

Name (Borrower)	John Loan Mod	Co-Borrower Name	Jane Smith
Address (the "Property")	1111 1st St	City	New Roads
State	LA	Zip	12121
Lender	Bank of America N.A., C/O Home Retention Services Inc		

IN CONSIDERATION of the promises and covenants of the parties to this Agreement, Borrower and the Firm hereby agree as follows:

1. **Services and Fees:** Borrower hereby appoints the Firm as Borrower's agent to analyze the case, prepare documents and negotiate with Lender or other person/entity servicing Borrower's account as provided in this Agreement. Pursuant to applicable Nevada law, the services and fees are set out in detail in Addendum A of this Agreement. The principal fees, in aggregate, will be charged monthly but will never exceed the amount chargeable for work that has already been completed by the Firm.
2. **Limited Scope of this Agreement in Predatory Lending Demand Letter Cases.** Where the Firm has agreed that there is a basis for submitting a verified complaint and demand letter, the Firm agrees that this Agreement shall include Specific Follow on Negotiations that are precipitated by the demand letter. However, the commencement of actual litigation in the form of a court or arbitration filing of the complaint and service on the defendant is not covered by this Agreement. The Firm litigation attorneys are licensed to litigate in the State of Utah but may work with co-counsel in other states in which affiliated attorney are present. With client authorization in a separate engagement Agreement, the Firm is willing to litigate the issues raised in the verified complaint. The Firm assesses the fees, including possible contingency fees, required for litigation on a case by case basis. To the extent feasible, the Firm will seek a hybrid model of actual and contingency fees to allow the litigation to continue with the lowest possible cost of actual fees to the client. The fee structure for each client may be agreed to and attached as an exhibit hereto.
3. **Borrowers Obligations:** Borrower will do the following:
 - a. Immediately notify the Firm if Borrower receives telephone calls, correspondence, e-mail, or any other correspondence.
 - b. a. Borrower shall provide the Firm with accurate and current financial information and financial history as requested by the Firm and shall cooperate with ongoing requests. Borrower agrees to submit the completed the Firm Financial Package within ten (10) days from the date of this Agreement (or such time frame agreed upon in writing between Borrower and the Firm)
 - c. Borrower shall make all payments in accordance with the payment schedule. Borrower acknowledges that any rejected or delayed payments will result in a fee payable to the Firm. There is a \$35 fee for each NSF payment and a \$25 fee for payment rescheduling. **No payment rescheduling shall be authorized within 3 business days of the payment date.**
 - d. Borrower shall be responsible for expenses such as bankruptcy filing and a credit report (which is \$35) as well as taking any necessary credit counseling, tax filings, etc that are required by law (such as the Bankruptcy Code) for the Firm to perform its services. **Borrower hereby certifies that I do not have a sale date, except as set forth previously in this Agreement.**

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Failure to meet any of these obligations may negatively affect the outcome of this representation. The Firm will attempt to provide the services set forth under this Agreement even if Borrower has failed to meet the obligations set forth above. However, the likelihood of success may be greatly diminished if the Firm does not have the information and documents that Borrower has agreed to provide to the Firm. Borrower agrees that they solely bear the responsibility for providing accurate and timely information and documents as set forth above.

4. **Withdrawal from Representation:** the Firm reserves the right to withdraw from representation, if, among other things, Borrower fails to honor the terms of this Agreement, including non-payment of the Firm and court filing fees; failure to cooperate or follow advice on a material matter, making material statements contrary to prior advice, failure to pay the agreed fees, failure to timely respond to an email or telephone request by the Firm or if any fact or circumstance arises that would render continuing representation unlawful or unethical.
5. **Payments to Be Made/NSF Checks:** At the Firm's option, all payments and other fees or charges due from Borrower will be tendered in the manner requested by the Company, whether electronically, by check, or by other method. Borrower agrees that the Firm will necessarily incur damages in the nature of additional expenses and business interruption if checks provided to it are rejected for lack of sufficient funds or credit card charge backs or other reasons, and that such damages are difficult or impossible to accurately determine. Therefore, Borrower and the Firm agree that if Borrower provides a check or draft that is not honored by the issuing financial institution, Borrower agrees to pay to the Firm \$35 as liquidated damages for each such occurrence.
6. **Confidentiality:** Borrower agrees not to disclose to third parties (other than Borrower's attorneys or financial advisors) any information obtained from the Firm, including the forms used in this transaction or other proprietary information obtained from the Firm in the course of receiving service from the Firm.
7. **Use of Local Co-Counsel and Third Parties:** The Firm may contract or affiliate with co-counsel attorneys in the course of representation of Borrower. The Firm may also, at its discretion, contract with third parties and affiliates to perform financial, billing, clerical, processing, information technology or telephone services in relation to representation of Borrower. Specifically, the following third-parties may be contracted to assist in representation: Smart Document Processing, LLC, Smart Merchanting Solutions, LLC, Monarch Recovery and Mortgage Relief Advisory, LLC. This may require the sharing of Borrower's confidential information with those parties. The Firm shall hold such parties to strict confidentiality requirements. Further the third parties shall be strictly prohibited from using personal information for any purposes other than those strictly dictated by the Firm. Borrower understands and agrees that co-counsel may charge fees in addition to the Firm for services not covered in the scope of this agreement, particularly if any litigation is required
8. **Limited Legal Advice:** Borrower does not anticipate, and does not hereby authorize, the Firm to represent Borrower in any litigation, lawsuit, or other court proceeding, or to provide any tax advice unless otherwise agreed to in a separate agreement. This Agreement does not cover other related claims that may arise and may require legal services (e.g., lender lawsuits, insurance disputes, etc.). This Agreement will not take effect, and the Firm will have no obligation to provide legal services, until Borrower returns a signed copy of this Agreement, and has been enrolled by the Firm. Non-attorney representatives of the Firm, including agents who communicate with Borrower are not authorized to give legal advice, whether relating to bankruptcy or other legal issues. Borrower agrees that Borrower will not request, rely upon or deem any statements made by non-attorney representatives of the Firm as legal advice but will seek independent legal counsel of Borrower's own choosing to advise Borrower on any legal issue of concern to Borrower that are beyond the scope of services herein.
9. **Tax Consequences:** Borrower acknowledges, understands and agrees that the failure to make payments, a

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short-sale, loan forgiveness and/or various loss mitigation procedures may have tax consequences that need to be discussed with the Borrower's tax professional. Borrower further acknowledges that the Firm has no obligation to provide assistance or advice relating to such tax consequences or their impact on Borrower.

- 10. Limited Scope of Services:** The Firm will represent Borrower to the lender, servicer and/or investor(s) of their first mortgage. The scope of representation provided for by this Agreement is limited to attempts to qualify Borrower's first mortgage for work-out programs that are available. This can include
- a. Initial consultation and file qualification.
 - b. Preliminary legal review of the file
 - c. Ongoing legal consultation.
 - d. Underwriting of the file based on financial ratios for conformity to federal and/or lender specific guidelines and known policies and tolerances.
 - e. Review and analysis of possible predatory lending issues and review of forensic audit if applicable.
 - f. Submittal of cease and desist letter if applicable
 - g. Borrower's Authorization letter,
 - h. RESPA & TILA letters if applicable.
 - i. Preparation and submittal of modification package based on federal and/or lender specific guidelines, including analysis and compilation of income verification (e.g. profit and loss statements), expenses, etc.
 - j. Review by local counsel for eligibility and compliance.
 - k. Attorney review for alternative legal options.
 - l. Preparation and submittal of other necessary or related documents as needed including Qualified Written Requests.
 - m. Preparation and submittal of supplemental or additional modification packages and income verification as required by the lender.
 - n. Ongoing communication and negotiation with the lender's loss mitigation department in commercially reasonable efforts to achieve goal. This may include postponing sale dates and collecting and submitting additional or updated information

Borrower acknowledges that the following matters are not included with the scope of this Agreement and agrees that, as to these matters, the Firm will not take any action on Borrower's behalf without a written request and/or a separate agreement and possibly an additional fee.

- a. Motions to revoke a discharge;
- b. Removal of a pending action in another court;
- c. Obtaining title reports;
- d. The determination of real estate tax liens;
- e. Appeals to the BAP, District Court or Court of Appeals;
- f. Correcting credit reports;
- g. Negotiations with Check Systems regarding Borrower;
- h. Defense of or response to non-mortgage collection activity;
- i. Motions to dismiss Borrower's bankruptcy case filed by the Trustee, U.S. Trustee, or any creditor;
- j. Any adversary proceeding filed by the Trustee, U.S. Trustee, or any other party on any basis, including, without limitation, proceedings to determine dischargeability of debts;
- k. Preparing affirmation agreements, negotiating the terms of reaffirmation agreements proposed by creditors, motions to redeem personal property, and negotiating reaffirmation agreements when Borrower's income is not sufficient to rebut the presumption of undue hardship and special circumstances do not warrant the signing of a reaffirmation agreement;

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l. Motion to impose or extend the bankruptcy stay;

m. Other matters not specifically part of the limited scope of this agreement.

See Addendum B attached to this Agreement for details regarding the availability of additional legal services.

- 11. No Guarantee of Success:** Borrower understands that the Firm does not guarantee that a foreclosure sale will be stopped. Additionally, borrower understands that although the Firm may offer an opinion about possible results regarding the subject matter of this Agreement, the Firm cannot guarantee any particular result or outcome because it may be dependent on the actions and decisions of third parties such as lenders or the U.S. Government that are outside of the control of the Firm. Borrowers acknowledge that the Firm has made no promises about the outcome and that any opinion offered by the Firm will not constitute a guarantee.
- 12. Limitation of Liability.** Borrower and the Firm agree that any claim for damages by Borrower against the Firm shall be strictly limited to the fee paid by Borrower to the Firm pursuant to this Agreement. The Firm makes no warranty, express or implied, except as expressly stated in this Agreement. Borrower hereby expressly waives all other warranties, express or implied, except as expressly stated in this Agreement. Borrower also expressly waives any right to claim damages against the Firm, whether consequential or incidental, except for damages not exceeding the fee. The Firm makes no guarantee. Borrower expressly acknowledges the Firm has made no such promises or guarantees of results.
- 13. Paperless Documents and Signatures.** The Firm is committed to reducing waste and as such, conducts significant business via electronic, paperless means. Therefore, the Parties mutually understand and agree that signature of a facsimile copy and electronic signature (e.g., via DocuSign) shall be deemed authentic and original for all lawfully enforceable purposes. Further, Borrower agrees to receive any and all correspondence and communications from the Firm via email and further, grants the Firm authority to submit, electronically or otherwise, routine documents that relate to the scope of representation on Borrower's behalf.
- 14. Amendments.** This Agreement may not be superseded, amended or added to except by an agreement in writing, signed by the parties hereto, or their respective successors-in-interest.
- 15. Indemnity.** Borrower agrees to indemnify and hold the Firm harmless from any and all liability, loss or expenses (including attorney's fees and costs) arising out of or relating to the Property, Borrower's Lender arrangement, or the services provided by the Firm for Borrower pursuant to this Agreement.
- 16. Interpretation / Applicable Law / Venue.** This Agreement is made in Salt Lake County, Utah and shall be construed pursuant to the laws of the State of Utah, without reference to any conflict of laws procedures which may otherwise apply. The parties to this Agreement further agree that the venue for the resolution of any dispute between the parties arising out of this Agreement shall be proper only in Salt Lake County, Utah.
- 17. Partial Invalidity.** If any court of competent jurisdiction holds any provision of this Agreement to be illegal or invalid said provision shall be deemed to be severed and deleted; and such deletion shall not affect the validity of the remaining provisions of this Agreement.
- 18. Voluntary Execution.** The parties to this Agreement hereby acknowledge that they have read this entire Agreement, understand its terms and legal effects, and have voluntarily executed it.
- 19. Dispute Resolution / Arbitration.** Any dispute between the parties that is within the jurisdiction of Small Claims court shall be resolved by submission to the Small Claims Court. The prevailing party shall be awarded attorney's fees and costs as set by the court or arbitrator. If the dispute is not within the jurisdiction of Small Claims Court, then the dispute shall be resolved by binding arbitration in accordance with the rules and procedures of Nevada and any award rendered there under may be entered in a court of competent jurisdiction. Reasonable discovery may be conducted as allowed by the arbitrator of the dispute. The parties agree and stipulate that if a dispute arises that does not involve an arbitrable issue in combination with an arbitrable issue, the arbitrable issue shall be severed and arbitrated separately from any non-arbitrable

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issues involved in such dispute.

BORROWER AGREES TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS DESCRIBED IN THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY NEVADA LAW AND BORROWER GIVES UP ANY RIGHTS BORROWER MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BORROWER SURRENDERS JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION OF THIS AGREEMENT. IF BORROWER REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS ARBITRATION SECTION OF THIS AGREEMENT, BORROWER MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. BORROWER'S AGREEMENT TO THIS SECTION OF THIS AGREEMENT IS VOLUNTARY. BORROWER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE FOREGOING AND AGREES TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION SECTION OF THIS AGREEMENT TO NEUTRAL ARBITRATION.

- 20. Bankruptcy Notices.** Borrower understands that filing bankruptcy: (a) will be reported on credit reports and may have a negative impact; (b) will cause the first plan payment to be due within 30 days of the date of filing; (c) does not automatically discharge or remove liens from any real estate. Borrower understands that without reviewing and analyzing their financial documents, the Firm cannot determine the amount of their payment plan and that after analysis, a statement must be filed with the bankruptcy court which will determine the minimum amount that must be paid to unsecured non-priority creditors in order to obtain bankruptcy relief. Borrower agrees that the Firm will not take any action to avoid (remove) any lien on real estate unless Borrower specifically authorizes the Firm to do so in writing. Borrower agrees to hold the Firm harmless if Borrower later discovers liens, lawsuits or judgments against Borrower or Borrower's real estate. Borrower understands and agrees that borrower may still lose their home in bankruptcy.
- 21. Legal Representation.** Borrower acknowledges and represents that Borrower had a reasonable opportunity to seek legal counsel of Borrower's own choosing regarding the terms and conditions of this Agreement prior to signing this Agreement, and that Borrower(s) have either consulted with an attorney or have voluntarily waived rights to seek counsel regarding this Agreement.
- 22. Lien Granted.** Borrower hereby grants the Firm a lien on any and all claims, real estate or causes of action that are the subject of the Firm's representation under this Agreement. The Firm's lien will be for any sums owing to the Firm for any unpaid costs or fees at the conclusion of the Firm's services. The lien will attach to any recovery Borrower may obtain, whether by arbitration award, judgment, settlement or otherwise.
- 23. No Language Disability.** Borrower affirms that Borrower had the opportunity to read this Agreement in Borrower's native language, or that Borrower is capable of speaking and reading English sufficiently that Borrower does not need assistance before signing this Agreement.
- 24. Entire Agreement.** This Agreement and any follow on addendums contain the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. By signing below and without any addendum, Borrower is agreeing only to Phase 1 of the Services subject to the Guarantee Addendum. Borrower may agree to additional phases of work through execution of follow on addendums or exhibits.

California and Other States Notice to Borrower: It is not necessary to pay a third party to arrange for a loan modification or other form of forbearance from your mortgage lender or servicer. You may call your lender directly to ask for a change in your loan terms. Nonprofit housing counseling agencies also offer these and other forms of borrower assistance free of charge. A list of nonprofit housing counseling agencies approved by the United States Department of Housing and Urban Development

Mail To:
1954 E. Fort Union Blvd Suite 101
Cottonwood Heights, UT 84121

WHEN COMPLETED:
Fax To
(866) 306-4160
Phone: (877) 758-3328

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Payment Information Form

(HUD) is available from you, local HUD office or by visiting www.hud.gov

CLIENT INFORMATION

Name: John Loan Mod **SSN:** 678 - 68 - 8767 **Phone:** (342) 534 - 3425
Jane Smith
Address: 1111 1st St **City:** New Roads **State:** LA **Zip:** 12121

PAYMENT OPTIONS

Total: \$ **File Maintenance Fee: \$**
(Due the 11th or 26th of each month whichever is next by calendar.)

METHOD OF PAYMENT

E-Mail Address: craig@pixelfusion.com

1. Credit or Debit Card

Type of Card: Card Number:
Expiration Date: SCC#:

2. Deduction from Checking Account

Bank Name: Routing #:
Bank Account #:

PAYMENT SCHEDULE

\$ Monthly fee begins: Nov 13, 2012

PAYMENT	PAYMENT AMOUNT	APPROXIMATE DATE
1	\$	Nov 13, 2012
2	\$	Nov 22, 2012
3	\$	
4	\$	
5	\$	
6	\$	

IMPORTANT: PLEASE READ THE FOLLOWING

Chargeback Policy: If you use your credit card to fund our services, **YOU AGREE NOT TO CHARGEBACK YOUR CARD FOR ANY REASON.** If you are dissatisfied, you must follow the refund for credit policy and procedures set forth in our working Agreement you have signed. The Firm does NOT GUARANTEE that we can bring you to a solution that you agree with. We will attempt to obtain an offer that is a means of avoiding foreclosure. In the event you breach this clause and charge back your credit card, a liquidated damages fee of \$250 shall be applied to your account. The first \$300.00 paid is a nonrefundable application fee. If your ACH bank deduction is NSF, an administrative services fee of thirty-five (\$35) dollars will be charged, which you hereby agree to pay. In order to facilitate payment of fees earned, the Firm may conduct multiple check drafts in smaller increments and/or may reattempt, at a later time, a check draft or credit card transaction that was previously unsuccessful due to NSF or other reasons.

Signature:

Date

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ADDENDUM A

FEES

As set forth in part 1 of the Limited Service Retainer Agreement (the "Agreement") above the services provided by the Firm are roughly divided into phases and the principal fees for those services are due upon completion of each phase. The fees may be broken into multiple payments depending on circumstances. Funds paid to the Firm may be held in a trust account until such fees are earned by the Firm as outlined below, once earned and phase completed, all fees are deemed non-refundable. Borrower agrees and acknowledges that the Firm may hold such funds in a trust account located in and governed by the laws of a state of the Firm's choosing. The phases and principle fees are as follows.

PRINCIPAL FEES:

Phase 1: Preliminary Legal Review; File Underwriting: Initial consultation and review. Preliminary legal review of the file. Initial attorney review. Attorney phone consultation. Underwriting of the file based on financial ratios for conformity to federal and/or lender specific guidelines and known policies and tolerances. Review and analysis of possible predatory lending issues and review of forensic audit if applicable.

Flat fee of \$

Initial Here: _____

Phase 2: Application Submittal: Submittal of cease and desist letter, Borrower's Authorization letter, and if applicable, RESPA & TILA letters. Preparation and submittal of modification package based on federal and/or lender specific guidelines, including analysis and compilation of income verification (e.g. profit and loss statements), expenses, etc. Review by local counsel for eligibility and compliance. Attorney review for alternative legal options.

Flat fee of \$

Initial Here: _____

Phase 3: Verification and Supplemental Submissions: Secure confirmation that the package has been received and is in active review. Preparation and submittal of other necessary documents as needed including Qualified Written Requests. Develop dialogue with Borrower and lender to ensure that loss mitigation process continues unabated. Preparation and submittal of supplemental or additional modification packages and income verification as required by the lender.

Flat fee of \$

Initial Here: _____

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Phase 4: Negotiation and/or Tender of Demand Letter with Verified Complaint: Ongoing negotiation with the lender's loss mitigation department in commercially reasonable efforts to achieve goal. This may include postponing sale dates and collecting and submitting additional or updated information. If the Firm has agreed to take the matter on as a preliminary predatory lending case, research and prepare a verified predatory lending complaint and cover demand letter. Tender of the verified complaint and demand letter and Specific Follow on Negotiations as set forth in the agreement.

Flat fee of \$

Initial Here: _____

a. **Notice Regarding Compliance with Applicable State Law:** By signing this Agreement, Borrower is agreeing to pay the above fees upon completion of services. No advance fee is required. Borrower must provide a completed Payment Form (included herein); however payment shall be due or processed in accordance with the approximate dates on the Payment Form.

Initial Here: _____

b. **Purpose of Fees:** Borrower acknowledges, understands, and agrees that the Firm will use the aforementioned fees and costs for legal services rendered by the Firm and such fees will not be used to pay borrower's escrow or mortgage payment or for other related purposes.

c. **Limited Availability of Refund:** The aforementioned fees are due only after the agreed upon work has been completed or the associated costs or expenses have been incurred and are not advance fees. Fees charged are not in any way predicated upon success of the Firm's future loss mitigation efforts. The Firm believes in earning fees through persistent efforts and work performed before billing Borrower for that work. In many cases, success of the Firm on behalf of borrower depends on the actions and decisions of third parties and may be outside of the control of the Firm. Additionally, programs and financial institutions may frequently change policies without notice.

All requests for refunds must be submitted in writing. The first \$300.00 paid is a nonrefundable application fee. A refund will not be available in cases where duplicative efforts and/or increased time and resources are required. Examples where a refund will not be available include, but are by no means limited to, situations where: a) a foreclosure sale date has already been set at the time of this Agreement, b) the Firm has been successful in postponing or canceling a foreclosure sale date, c) Borrower has breached this Agreement, d) Borrower has failed to communicate to the Firm time sensitive information such as a foreclosure sale date, e) the mortgage is more than 12 months delinquent f) Borrower has previously defaulted on a trial payment plan or modified payments for the mortgage or g) Borrower voluntarily elects to end representation after the Firm has already provided services and incurred expenses on behalf of Borrower.

d. **Client Consultation:** the Firm will attempt to contact Borrower at least once every 10 business days for brief routine updates and consultations. Attorneys from the Firm will attempt to contact Borrower on occasion for this purpose as well. There are no additional costs for routine updates and regularly scheduled consultations up to a total of sixty minutes of consultation in a one week period. In the event that Borrower requests and receives further consultations in

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excess of sixty minutes in one week they shall be billed an additional fee by the Firm as follows: Time will be billed in fifteen minute increments rounded up as follows: Consultation with a Legal Assistant billed at \$95 per hour, with Junior Legal Counsel at \$250 per hour and consultations with Senior Legal Counsel will be billed at \$375 per hour.

Initial Here: _____

e. **Payment Dates are Approximate:** The payment dates listed on the Payment Information Form and within this Agreement are approximate. Actual payments will usually be charged within three business days before or after the date listed. This allows for delays due to unavailability of funds, holidays, weekends and unanticipated technical issues. Please ensure that funds are available for the scheduled payment well in advance (at least 3 days) of the payment date(s) listed and remain available after that date. Please also refer to the NSF and Payment Chargeback sections contained in the Payment Information Form and this Agreement for more information.

Initial Here: _____

Document and Preparation Fees: Borrower is responsible for payment of document and preparation fees for each calendar month in which work is performed by the Firm. This fee covers the monthly expenses and costs such as facsimiles, photocopies, courier fees, mailing costs, long-distance telephone calls, file maintenance and other miscellaneous document and preparation costs associated with ongoing loss mitigation efforts on Borrower's behalf. In most cases, a loan work-out has been agreed to within the first five months of representation under this Agreement. However, work may, due to third party delays, continue past that time period due to circumstances beyond the control of the Firm. In such cases, the document and preparation fees are increased to reflect increased expenses associated with the maintenance of long-term representation.

Monthly fee of payable once per month. If necessary, the fee is increased by \$49 to a total of \$128 per month beginning the fifth month after the date of this Agreement. This fee will be payable on either the 11th or 26th of each calendar month.

Initial Here: _____

ADDENDUM B

OTHER LEGAL SERVICES

The Firm has reviewed Borrower's case and determined that the services offered in this Agreement are the most economical and efficient way to achieve the stated legal goals. However, through the course of representation, it may be that additional or alternative legal services such as those described below are warranted.

The following legal services may be available to Borrower if recommended by the Firm and if Borrower elects to retain the Firm to perform them. Note that these services are covered by additional fees and a separate agreement between Borrower and the Firm will be necessary if the Firm is to undertake them.

<u>Service</u>	<u>Fees are approximate and depend on</u>
<u>circumstances</u>	
Bankruptcy - Chapter 13	\$2,500 (a portion of this is payable through the bankruptcy plan)
Bankruptcy - Chapter 7	\$1,500
Credit Repair	\$599 initial fee \$79 maintenance after first month
Second Mortgage Adjustment or Modification	Depends on circumstances
Forensic Audit	\$2,000

Services Typically Billed Hourly

Foreclosure Defense	Approx. \$350/hour
Foreclosure Defense	
Real Estate Litigation	
Consumer Debt Collection Protection	
Debt Consolidation/Negotiation	
Quiet Title	
Conveyance Deeds	
Foreclosure Mediation	

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ADDENDUM C

Cessation of Minimum Monthly Mortgage Payments

Borrower acknowledges that the Firm has not advised them to stop making their minimum monthly mortgage payment. Further, borrower acknowledges that the Firm is not liable for any fees, accrued interest, or legal action taken against borrower - up to and including foreclosure and deficiency judgment - as a result of their cessation of the minimum monthly mortgage payment.

Initial Here: _____

Requirement to Provide Additional Pertinent Information

Borrower shall provide the Firm with any information regarding foreclosure, bankruptcy, previous modification attempts, additional liens against the property, or any other issue which may impact the modification. Failure to provide the information in full, in a timely manner may negatively affect the case. Borrower further agrees that in the event that the aforementioned information is not provided that they shall not hold the Firm liable for any negative action taken against them or the property.

Initial Here: _____



GUARDIAN
CONSUMER LAW

LIMITED POWER OF ATTORNEY

BE IT HEREBY ACKNOWLEDGED AND KNOWN that I, **John Loan Mod** of _____, _____, the undersigned, do hereby grant a limited power of attorney to Allene Paige, Melanie Morrill, Peter Borowczyk, Spencer Hatch, Kamila Nouvion, J'Lynn Allred, Ruth Jefferson, Danielle Angus, Ashley Halversen, and Monique Villarreal, of Salt Lake County, Utah, as processors/paralegals for Guardian Consumer Law my attorney-in-fact.

Said attorney-in-fact shall have limited power and authority to undertake and perform specific acts for and in my behalf: negotiate, make inquires, request statements, discuss, sign and acknowledge documents as they may relate to our request for loan modification and other mortgage related services.

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein.

My attorney-in-fact agrees to accept this appointment subject to its terms, and agrees to act and perform in said fiduciary capacity consistent with my best interest as my attorney-in-fact in its discretion deems advisable.

This power of attorney is effective upon execution. This power of attorney may be revoked by me at any time, and shall automatically be revoked one year from date.

Signed under seal and notary this _____ day of _____, 2012.

_____ Sign Here

STATE OF _____

COUNTY OF _____

On _____ before me, _____, personally appeared, personally known to me, who acknowledged being the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

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BORROWERS AUTHORIZATION TO RELEASE INFORMATION

Date: _____

To Whom It May Concern:

Borrower: **John Loan Mod**

SSN: **8767** (Last 4 digits only)

CO-Borrower: **Jane Smith**

SSN: **8978** (Last 4 digits only)

Address of Borrower: **1111 1st St**

City, State, Zip: **New Roads, LA, 12121.**

Borrower has applied for mortgage loan modification from:

Lender: **Bank of America N.A., C/O Home Retention Services Inc**

Borrower, Lender Loan No: **1004848**

with assistance from Guardian Consumer Law located at 1954 E. Fort Union Blvd. Cottonwood Heights, UT 84121. As part of the mortgage loan modification process Guardian Consumer Law and its officers, agents, employees, processors and paralegals:

Allene Paige, Melanie Morrill, Peter Borowczyk, Spencer Hatch, Kamila Novvion, J'Lynn Allred, Ruth Jefferson, Danielle Angus, Ashley Halversen, and Monique Villarreal

may verify information in my application for mortgage loan modification and any other documents required in connection with the mortgage loan modification application, either before the mortgage loan modification is settled or as part of its ongoing quality assurance program.

Signature: Borrower, Applicant

Signature: Co-Borrower, Applicant

Mail To:

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