

# JudgmentBuy.com

**Thank you for requesting or downloading our form!**

Please review, sign, and return to us once. That's it – you can refer any judgment lead to us, or get any judgment lead from us. You will be joining the best in the judgment industry - pure contingency, free, no costs, and no hassles - the best no-risk way to grow your business. Welcome!

If you haven't already done so please join us and your fellow Judgment Recovery professionals at <http://Forum.JudgmentBuy.com>  
This fun forum is always free, no hidden fees ever.

[Mark@GoGuys.com](mailto:Mark@GoGuys.com)    Voice: 408-945-4240    Fax: 206-267-9857

**Mark Shapiro    1346 The Alameda    Suite 7-156,    San Jose, CA    95126-5006**

Thanks,

Mark Shapiro

Phone: 408-945-4240, Fax: 206-267-9857, [www.JudgmentBuy.com](http://www.JudgmentBuy.com) [Mark@GoGuys.com](mailto:Mark@GoGuys.com)

THIS CONSTITUTES THE entire Agreement, entered into by Mark D. Shapiro DBA JudgmentBuy.com (or his Assigns) 1346 The Alameda Suite 7-156 San Jose, CA 95126 (Mark D. Shapiro) hereinafter referred to as JB, and the individual or entity hereinafter referred to as JEP (**J**udgment **F**inder/**L**ead **P**rovider or **J**udgment **E**nforcement **P**rofessional), whose name and address is listed at the bottom of this agreement.

This agreement is for a valuable consideration of a mutual promise of both parties to perform, and becomes active when it is signed by both parties, and stays into effect until it is cancelled by both parties in writing. To accept this agreement, JEP should initial each page, and return all pages to JB.

This agreement covers either of two events, either:

A: JB has introduced and/or will introduce Judgment owner leads to JEP, in return for JEP's agreement to pay JB compensation for these introductory services IF and when, the Judgment is profitably enforced or sold in the future. (Lawyers never pay JB anything.)

*(Or)*

B: JEP has introduced and/or will introduce potential Judgment owner leads to JB, in return for JB's agreement to pay JEP compensation for these introductory services IF and when, the Judgment is profitably enforced in the future. Therefore, the parties herein agree as follows:

The parties herein agree as follows:

1. The value of a Judgment is unknown or is worthless, unless and until it is successfully enforced. The goal of both parties is to help every enforceable Judgment enforced. If either party cannot ultimately enforce or sell a judgment, there will be no profit. In this case, no fees are earned for either party. Both parties understands and agrees with this possibility.

2. Judgment Owner Leads: These are people or legal entities which one party introduces to the other. Both parties will specifically name and list each Judgment Lead with a document/letter/email, and shall be governed by, and included under the provisions of this Agreement as if included herein.

A "registered" Judgment Owner Lead is defined as being new and unique to the receiving party. Should any supplied lead already be known to the the receiving party, they must document and notify the sending party as soon as possible. If the sending party is not notified of this situation quickly, this defines a unique registered generated Judgment Owner Lead for the receiving party.

3. Nothing contained herein shall be construed as requiring either party to accept any lead. Both parties may accept or reject any lead at their sole and absolute discretion. Both parties will confirm either lead acceptance or rejection, to the other party. Both parties agrees to never follow up or benefit from a lead they previously rejected - unless they later accept the lead – and they agree to pay the other party, as if it were a new registered lead under the terms of this agreement.

4. Neither party will have responsibility for, nor will they make recommendations concerning terms, conditions, or provisions of any agreements between the other party, and a Judgment Owner, including the manner of Assignment or enforcement of the judgment lead.

5. The receiving party is responsible for all follow-up after the Judgment owner lead has been provided by the sending party. The sending party is only responsible for the initial contact/introduction. However, the sending party is permitted to contact a Judgment Owner for any other purpose that is unrelated to the provisions of this agreement or the enforcement of the referred Judgment. Both parties are free to disclose JB's public Finder's Fee structure.

6. Payment terms for leads JEP provides to JB: The compensation agreed to, will be paid to JEP (Finder) when and if, the registered judgment lead is eventually successfully and profitably recovered from the judgment debtor. Should a registered judgment owner lead provided by the JEP (Finder) result in a successful enforcement (which may take years) - JB agrees to pay JEP (Finder) half of our net profit. Profit is defined as the money recovered from the debtor, minus expenses, and minus what is paid to the original judgment creditor. JEP (Finder's) Fee payments will be made by check, payable to the JEP (Finder) within 30 days of JB's final receipt of funds or value. **When a lawyer buys judgments for cash up front, neither 7A or or 7B apply.**

**7A: (For Non-Lawyers)** Payment terms for leads provided to JEP: Should a registered judgment owner lead provided to JEP result in a successful and profitable enforcement (which may take years): JEP agrees to pay JB ten percent (10%) of the net profit from the enforcement or sale proceeds retained by the JEP. Profit is defined as the money recovered from the debtor, minus reasonable and allowable expenses, and minus what is owed and paid to the Original Judgment Creditor (OJC). JEP's payments will be made by check or money order payable to JB within 45 days of JEP's payment to the OJC.

**7B: (For Contingency Collection Lawyers)** Payment terms for leads provided to JEP: When JB refers a registered judgment owner lead to an attorney, the OJC retains the attorney to enforce the judgment (which may take years). In this case, the attorney agrees to reduce their attorney's contingency fee by 10% (e.g. 40% reduced to 36%) to increase the recovery proceeds paid to the registered judgment owner. In each case, JB will have a separate agreement with the OJC, and the attorney shall not pay any funds to JB for JB providing attorney the judgment owner lead. JB's sole remedy for payment is from the OJC. Attorney agrees to notify JB in writing whenever a payment is made to the OJC.

8. Limitation of JB's Services: This Agreement relates solely to JB's services as a FINDER in introducing JEP to prospective Judgment Owners. JB will not have any responsibility for actions to enforce the Judgment. There are no additional services (except a one-time, limited pre-screening to confirm validity of the Judgment) that JB performs, to be entitled to the above compensation.

9. Limitation of JEP's Services: This agreement relates solely to JEP's services as a FINDER in introducing JB to prospective Judgment Owners. There are no additional services that JEP is required to perform to be entitled to the above compensation.

**10.** Neither party will engage in any negotiations on behalf of the other. Both parties may identify the other party's contact information and qualifications to Judgment Owners. JB is not required to provide JEP or Judgment Owner information, except for contact information, and pre-screening information used to confirm a valid Judgment exists.

**11.** Nothing contained herein shall be construed as requiring either party to accept any Lead provided by the other. Either party may accept or reject any Lead at their sole and absolute discretion. Both parties will confirm acceptance or rejection of registered leads as soon as possible via email or in writing to the other party. If either party later benefits in any way from a previously accepted or rejected Judgment lead, the other party will be compensated as shown above. Either party will also be compensated the same, for other future judgments from any introduced Judgment Owners in the future, as long as this Agreement is in force.

**12.** Both parties agree to be patient as Judgment enforcement can take years, and agrees to not ask the other party about the registered lead Judgment Enforcement status more often than once every six months. For any valid reason, either party can request information from the other at any time.

**13.** This agreement shall be binding upon all parties and their respective estates, heirs, successors, and permitted Assigns.

**14.** This Agreement may be changed only by the written consent of all parties. This agreement may not be assigned by either party without written consent of the other. This agreement may only be canceled by a mutual agreement between the parties, by either party notifying the other party in writing. This Agreement is the entire Agreement between us.

**15.** Should any legal proceeding be necessary to construe or enforce the provisions or this Agreement, then the prevailing party in such legal action shall be entitled to recover all court costs, reasonable attorney fees and costs of enforcing or collecting any judgment awarded. The Venue of any legal proceeding will be the County of Santa Clara, California.

**16.** The Judgment by any court of law that a particular section of this Agreement is illegal or invalid shall not affect the validity of the remaining provisions. JEP and JB agree that the laws of the State of California shall govern the validity of this Agreement.

**17.** Both parties will indemnify and hold harmless the other party against any claims of liability for damages asserted by a Judgment Owner or the Debtor that arise out of any representations or actions made by the other party. E.g., neither party is to make any promises to Judgment Owners regarding any aspect of the other's Judgment Enforcement, or any other of their policies.

**18.** In the case of the debtor's successful bankruptcy, to inform the OJC and JB.

**19.** Only if the JEP is NOT a lawyer, the JEP understands and agrees that for every lead provided and accepted under the terms of this Agreement, when a profit is made from recovering money from the debtor, JEP is responsible for paying both the OJC and JB their share.

**20.** Both JB and JEP agree not to post or disclose any specific Judgment information, including private information, actual case numbers, street addresses, names of Plaintiffs, Debtors, JB's, Assignees, or JEP and their staff except as necessary. If documents or discussions are posted or shared on a web site or email list, all these private and specific items must be redacted.

**21.** Both parties signing this Agreement affirm they are over eighteen years of age, mentally competent, and fully authorized to enter into, and make this Agreement. Both parties mutually agree this Agreement, when executed, is for the mutual benefit of both parties to carry out the intended purposes as specified in this Agreement.

**22.** By signing this Agreement, the undersigned parties acknowledge they have read, accept, and understand this Agreement. JB and JEP affirm they are: the person signing this Agreement, and affirm they are a duly authorized representative of the respective entities they represent, or will represent, with all powers required to execute this Agreement.

JB **Mark D. Shapiro** (or Authorized representative and/or Assigns)

(Signature and date): \_\_\_\_\_

[Mark@GoGuys.com](mailto:Mark@GoGuys.com) 408-945-4240 [www.JudgmentBuy.com](http://www.JudgmentBuy.com)  
1346 The Alameda Suite 7-156, San Jose, CA 95126-5006

JEP (Print Name) \_\_\_\_\_

JEP (Signature) \_\_\_\_\_

States and Counties closest to you: \_\_\_\_\_

\_\_\_\_\_

Email Address \_\_\_\_\_

Date Signed \_\_\_\_\_ DOB \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Please print and sign this Agreement, and fax it to **206-267-9857**, or

You may make a copy, and mail or scan and email the original signed version to:

**Mark D. Shapiro 1346 The Alameda Suite 7-156 San Jose, CA 95126-5006**