



## *A Word From Us*

Considering the wild lending environment our country has experienced and the terrible economic fallout borrowers are suffering, many folks are finding their bank are now attempting to enforce their mortgages. While they may try to convince you otherwise, your lender is not your friend. Instead they are a collection agency attempting to enforce and collect a debt. The bank has an attorney. You should too. Our law firm takes very seriously your rights as homeowners.

We have found many folks are unknowing victims of loan origination and servicing errors, Federal and state consumer protection laws, predatory lending, and unfair trade practices. By practicing highly effective foreclosure defenses, forensic evaluation and audit of mortgages, innovative loan modification techniques, and other strategies pioneered by our team of seasoned foreclosure defense attorneys, we give you the advantages you'll need against your lender.

Do not wait. Protect yourself and your home today.

## *What Comes Next*

The staff at The Mitigation Law Group can raise your legal defenses and assert any and all available claims against the wrongdoers or responsible parties in your foreclosure case. We are also available to assist with your pre-foreclosure loan modification and any other workout options that may exist with your bank including credit repair. In order to do so, please compile your mortgage documents and complete the Client Information Form, Retainer, and Authorizations.

All of your mortgage documents need to be included if you have them. If you do not possess the documents requested in this package, it may be that you did not receive them and potential violations exist. If this applies to you, **DO NOT contact the bank to obtain copies of documents for our audit.** If you are missing, cannot locate, or have lost documents from the loan process, contact the Title Company or office that handled your loan closing and request copies. To protect your rights, do not inform any third party of any intentions or usage of such documents.

**NOTIFY US OF ALL COMMUNICATIONS, EITHER WRITTEN OR VERBAL, THE BANK ATTEMPTS WITH YOU.**

**MOST IMPORTANTLY, SHOULD YOUR BANK CONTINUE TO CONTACT YOU DIRECTLY, INSTRUCT THEM TO DIRECT ALL INQUIRIES TO US, YOUR ATTORNEY.**

Time is of the essence when defending your home. Please complete the firm's Retainer Agreement included with this package. Review the attached documents and include all appropriate paperwork. Remember to attach the payment authorization form with the agreement unless other arrangements have been approved by the firm.

If you have any questions, please do not hesitate to contact our office. We look forward to working with you.

### **Submitting Documents:**

**Option 1: Complete this option and email these documents to [Foreclosures@HagenLawFirm.com](mailto:Foreclosures@HagenLawFirm.com)**

**Option 2: Mail or Hand deliver your mortgage documents to:**

**The Law Offices of The Mitigation Law Group LLC  
3531 Griffin Road, Ft Lauderdale Fl. 33312**

**Option 3: Contact The Law Offices of The Mitigation Law Group at 954-987-0515 to schedule an appointment with an attorney to review your case and options. Evening & weekend appointments are available by request. Offices Statewide by Appointment Only.**

Please let us know how you heard about our firm:

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**CLIENT INFORMATION & PROPERTY INTAKE FORM**

<b>Date:</b>	<b>Referred by:</b>	<b>Matter Description:</b>
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**CLIENT INFORMATION**

<b>Borrower's Name:</b>		<b>Co-Borrower's Name:</b>	
<b>Subject Property Address:</b>		<b>Mailing Address:</b>	
<b>Social Security/TIN:</b>	<b>Date of Birth:</b>	<b>Email Address:</b>	<b>Marital Status:</b>
<b>Home Phone:</b>	<b>Work Phone:</b>	<b>Cell Phone:</b>	<b>Circle Languages Spoken</b>
			<i>English</i> <i>French Creole</i> <i>Hebrew</i> <i>Spanish</i> <i>Portuguese</i> <i>Other</i>
<b>Have you ever filed Bankruptcy? Y / N</b>		<b>When? _____</b>	<b>Under Whose Name:</b>
<b>Are you Currently Working With A (circle)</b>		<b>Have You Ever Been Granted A Forbearance Or Loan Modification Before? Yes / NO</b>	
<i>Attorney</i> <i>Realtor</i> <i>N/A</i> <i>Foreclosure Consultant</i> <i>Bank For A Loan Modification</i>			

**FORECLOSURE INFORMATION**

<b>Are you in Foreclosure? Y / N</b>	<b>Were Documents given to you? Y / N</b>	<b>On What Date?</b>
<b>Name of Foreclosing Bank:</b>		<b>Did You File a Reply? Y / N      When?: _____</b>
<b>Were any other documents given to you about the foreclosure Y / N      What were they?</b>		

**NOTE CASE MILESTONES & EXPECTED FOLLOW UP DATES W/CLIENT:**

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**NOTES:**

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<b>INVESTIGATING GUIDELINES:</b>	<b>EXISTING FILE #                      OR      NEW</b>
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**MORTGAGE TRANSACTION INFORMATION**

<b>Closing Package Included (circle one):</b> <i>Yes-Complete / Yes-Partial / No-Will Follow / No-Don't Have</i>					
<b>Monthly Statement Included</b> <i>Y / N</i>		<b>Appraisal Included:</b> <i>Yes-Complete / Yes-Partial / No-Will Follow / No-Don't Have</i>			
<b>Title Policy Included ( circle one ):</b> <i>Yes-Complete / Yes-Partial / No-Will Follow / No-Don't Have</i>					
<b>1st Mortgage</b>			<b>2nd Mortgage</b>		
<b>Transaction Type?</b> <i>Purchase / Refinance</i>		<b>Date Of Closing:</b>	<b>Transaction Type?</b> <i>Purchase / Refinance</i>		<b>Date Of Closing:</b>
<b>Name Of Initial Lender on HUD:</b>		<b>Type of Interest?</b> <i>ARM / Fixed Rate</i>	<b>Name Of Initial Lender on HUD:</b>		<b>Type of Interest?</b> <i>ARM / Fixed Rate</i>
<b>If An ARM, Does It Have Potential To Be Negative? Y / N</b>			<b>If An ARM, Does It Have Potential To Be Negative? Y / N</b>		
<b>Monthly Insurance Amount:</b> \$\$\$		<b>Monthly Property Tax Amount:</b> \$\$\$		<b>Monthly HOA/Condo Fee?</b> \$\$\$	
<b>Name/Address/Phone # of Current Loan Servicer 1st Lien</b>			<b>Name/Address/Phone # of Current Loan Servicer 2nd Lien</b>		
<b>Loan Number:</b>			<b>Loan Number:</b>		
<b>Name of Your Mortgage Broker &amp; Company Name:</b>			<b>Is This An Original Loan Or A Refinance Loan?</b> <i>Original / Refinance</i>		
<b>If You Refinanced, Was Your Original Loan A Fixed Rate Loan? YES / NO</b>				<b>If a Refinance When?</b>	
<b>First Lien Amount: \$\$\$</b>			<b>Second Lien Amount: \$\$\$</b>		
<b>Payments Current?</b> <i>Y / N</i>		<b>Number of Payments Delinquent</b>	<b>Payments Current?</b> <i>Y / N</i>		<b>Number of Payments Delinquent</b>
<b>Do You Have Any Issues With Legal Action Against Your Mortgage Broker?</b> <i>Y / N</i>		<b>What type of Loan? (Circle One)</b> <i>Full Doc    Stated Income    EZ - Doc    NINA    Sub-Prime    No Doc</i>			

**PROPERTY INFORMATION**

<b>Is Property Listed?</b> <i>Y / N</i>	<b>Agent's Name</b>	<b>Current List Price</b> \$	<b>Estimated Current Value \$</b>	<b>Date Listed</b>	<b>Days On Market</b>
<b>Are Taxes Escrowed</b> <i>Y / N</i>	<b>Occupancy Status: (Circle One)</b> <i>Owner Occupied    Tenant Occupied    Vacant</i>			<b>Year Purchased</b>	<b>Original Purchase Price</b>

# FORECLOSURE RETAINER AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2009, between, \_\_\_\_\_  
(Your Name Here)  
\_\_\_\_\_ hereinafter referred to as "Client", and Mitigation Law Group LLC,  
located at 3531 Griffin Road, Ft. Lauderdale, Florida, hereinafter referred to as "Counsel".

1. **RETAINER** - Client has contacted Counsel for assistance and hereby retains Counsel from the date of this Agreement until services have been accomplished and/or terminated as provided herein.

2. **NATURE OF SERVICES** - The services to be rendered by Counsel under this Agreement shall be those necessary or proper for the protection of Client's property or interests to the extent allowed by law and requested by the Client on the following matter: \_\_\_\_\_ Should Counsel feel that it

(suing bank's name here)

would be in the best interest of the Client to engage another attorney as Co-Counsel or other independent contractors to assist with the process, the Client hereby gives permission for Counsel to do so.

3. **COMPENSATION AND COSTS** - Client agrees attorney's fees to pay immediately to Counsel the monthly fee of \$230.00 for pre-foreclosure matters and \$425.00 monthly for each foreclosure case as earned for each property plus \$395.00 for costs and expenses on an as needed basis. Said monthly payment shall be deemed earned and not refundable. Client shall remit on the first day of each month the earned monthly retainer fee without further demand. Counsel's statements are due and payable upon receipt and, in any event, no later than the 10th of each month. A reduced hourly fee of \$125.00 shall be paid by Client for any court time by Counsel. Counsel shall be entitled to additional compensation in the amount of 35% of any recovery from any party. Counsel may require from Client additional monies for deposit to Counsel's trust account for costs and expenses. Client agrees to pay promptly such additional sums upon request. Moreover, Client agrees to pay promptly Counsel for any costs and expenses advanced by Counsel on Client's behalf. Costs include, but are not limited to, the following: court costs, service of process costs, depositions, transcripts, expert witnesses, loan examination fees, private investigation, translations, photocopying, long distance telephone calls, postage, and so forth. In the event that Client wishes for Counsel to provide representation for any other services not covered by this agreement, including but limited to bankruptcy, loan modification or credit improvement, the Client shall be required to execute Counsel's retainer agreement for said services.

4. **EFFORT AND OUTCOME** - Counsel agrees to use his best efforts in representing Client in this matter; however, Client acknowledges that Counsel has given no assurances regarding the outcome of this or any matter. Client acknowledges and agrees that by entering into this Agreement, Counsel makes no promises, covenant, guarantees, or warranties that Client will retain his/her property or that negotiations will be successfully completed. Client further acknowledges and agrees to hold Counsel and its agents, employees, representatives, officers, directors, and/or attorneys completely harmless in the event that Client's position may not have a remedy and/or Client's home is foreclosed for any reason.

## 5. TERMINATION.

A. By Counsel - Counsel reserves the right to withdraw from this matter if Client fails to honor this agreement or for any just reason as permitted or required under the appropriate Florida codes or as permitted by the rules of whatever court is involved in Counsel's representation of Client. Notification, in writing, shall be made to Client. If the retainer fee is not timely paid for any reason, Client releases Counsel and authorizes Counsel to file Consent to Withdraw.

B. By Client - Client reserves the right to terminate the representation for cause or without cause. Notification, in writing, shall be made to Counsel.

C. In the event of termination hereunder, Client agrees to pay promptly Counsel for all services rendered by Counsel and all other fees, costs, charges and expenses incurred and acknowledges Counsel's right to retain possession of Client's documents, records and trust balances until such time as payment has been made.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

\_\_\_\_\_  
As Counsel

\_\_\_\_\_  
As Client (Your signature Here)

Copy mailed or hand delivered (Circle one) to Client by \_\_\_ this \_\_\_ day of \_\_\_\_\_, 2009.

MITIGATION LAW GROUP LLC PAYMENT AUTHORIZATION FORM

Master Card  Visa Bill my Card \_\_\_\_\_

My card expires on: \_\_\_\_/\_\_\_\_ Verification Code (CVV): \_\_\_\_  
(Month) (Year) (from back of card)

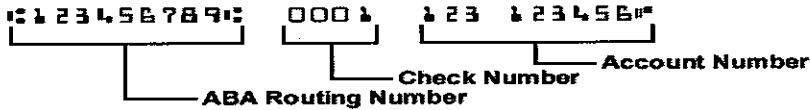
Name of Cardholder: \_\_\_\_\_

Billing Address (if different from client home address) \_\_\_\_\_

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

(MasterCard & Visa cards: This number is printed on your in the signature area of the back of the card. It is the last 3 digits AFTER the credit card number in the signature area of the card).

Using the following lower portion of a personal check as an example, enter the information that appears at the bottom of your check. Include dashes or spaces where applicable. Enter all information as it appears on your check (USA Banks Only).



Bank Name, City and State: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Checking Account Number: \_\_\_\_\_

Saving Account Number: \_\_\_\_\_

Monthly Fee Pre-Foreclosure Matters: \$230 / Monthly Fee Foreclosure Matters: \$ 425.00

By signing this credit/check form, I hereby authorize Mitigation Law Group to charge/withdraw from my account for the aforementioned transaction amount for services rendered by Mitigation Law Group in conjunction with the Retainer Agreement, at such time the services are required. I hereby agree to the earned fees and electronic debit of my credit/debit card or checking/savings account in the amount of \$ 230 monthly for pre-foreclosure matters and \$ 425.00 monthly for the retainer services of Foreclosure Defense debited on the same day (the \_\_\_\_\_) of each month. If any check or payment is returned for insufficient funds, closed accounts, or other reason, there shall be an additional fee of \$29.00 debited to your account for such charge.

This agreement shall remain in effect until Mitigation Law Group receives a written notice of cancellation from the client or until a new authorization form is provided to the law firm. The client agrees to update the credit/debit card expiration date when they change.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Authorization to Release Information

Lender: \_\_\_\_\_

Loan Account Number: \_\_\_\_\_

Property Address: \_\_\_\_\_

Borrower: \_\_\_\_\_

Co-Borrower: \_\_\_\_\_

- I/We as Borrower(s) hereby authorize our Lender (named above) to release to The Mitigation Law Group (as Requestor), its employees, officers, agents, and assigns, any and all account information they may request for the modification, transfer, payoff, and/or settlement of my/our loan/account for the above referenced property. "Agents" includes all Requestor's authorized real estate agents, closing agents, attorneys, employees of, and assistants. Lender and/or may reproduce this document as required.
- I/We understand the Lender named above will take reasonable steps to verify accuracy of the information provided above, but will have no liability to verify the true identity of the Requestor(s) when asked to discuss my account. Requestor shall not have any liability with what Lender does with the requested information obtained concerning my account.
- For this authorization and for other good and valuable consideration, receipt of which is hereby acknowledged, I/we do hereby indemnify and hold harmless Requestor, their parent companies, successors, assigns, employees, officers, and agents, from all actions, causes of actions, suits, claims, or demands against Requestor, their parents, successors or assigns, which I or my heirs, successors or assigns have, had or may have resulting from Lender discussing my Account or providing information regarding my account with anyone claiming to act on behalf of Requestor.
- By signing below I/we acknowledge reading and understand what I am signing. I am fully willing, and able to allow my Lender(s) to discuss my loan with the above named requestors.
- I/We request all verbal and written communication regarding our loan be directed to THE MITIGATION LAW GROUP.
- I/We understand that I/We are fully responsible to review any information that is sent by our Lender to Requestor on my behalf. I/we authorize THE MITIGATION LAW GROUP. to access our account information until we notify our Lender's Workout Department in writing that this authorization is no longer valid or for a period of 18 MONTHS after the date below.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Borrower's Signature)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Co-Borrower's Signature)

\_\_\_\_\_  
(Social Security Number)

# Authorization to Release Information

Lender: \_\_\_\_\_

Loan Account Number: \_\_\_\_\_

Property Address: \_\_\_\_\_

Borrower: \_\_\_\_\_

Co-Borrower: \_\_\_\_\_

- I/We as Borrower(s) hereby authorize our Lender (named above) to release to The Mitigation Law Group (as Requestor), its employees, officers, agents, and assigns, **any and all account information they may request for the modification, transfer, payoff, and/or settlement of my/our loan/account** for the above referenced property. "Agents" includes all Requestor's authorized real estate agents, closing agents, attorneys, employees of, and assistants. Lender and/or may reproduce this document as required.
- I/We understand the Lender named above will take reasonable steps to verify accuracy of the information provided above, but will have no liability to verify the true identity of the Requestor(s) when asked to discuss my account. Requestor shall not have any liability with what Lender does with the requested information obtained concerning my account.
- For this authorization and for other good and valuable consideration, receipt of which is hereby acknowledged, I/we do hereby indemnify and hold harmless Requestor, their parent companies, successors, assigns, employees, officers, and agents, from all actions, causes of actions, suits, claims, or demands against Requestor, their parents, successors or assigns, which I or my heirs, successors or assigns have, had or may have resulting from Lender discussing my Account or providing information regarding my account with anyone claiming to act on behalf of Requestor.
- By signing below I/we acknowledge reading and understand what I am signing. I am fully willing, and able to allow my Lender(s) to discuss my loan with the above named requestors.
- I/We request all verbal and written communication regarding our loan be directed to THE MITIGATION LAW GROUP.
- I/We understand that I/We are fully responsible to review any information that is sent by our Lender to Requestor on my behalf. I/we authorize THE MITIGATION LAW GROUP. to access our account information until we notify our Lender's Workout Department in writing that this authorization is no longer valid or for a period of 18 MONTHS after the date below.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
(Borrower's Signature)

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Co-Borrower's Signature)

\_\_\_\_\_  
(Social Security Number)

LAW OFFICES  
**MITIGATION LAW GROUP**  
ATTORNEYS AND COUNSELORS AT LAW  
3531 GRIFFIN ROAD FT. LAUDERDALE, FLORIDA 33312

MAX M. HAGEN  
KEVIN L. HAGEN  
ANDREW LA FAVE  
JASON WEAVER

TELEPHONE: (954) 987-0515  
TELEFACSIMILE: (954) 964-3764  
WWW.FLORIDAFORCLOSUREFIGHTER.COM

ADMITTED TO U.S. SUPREME COURT  
ALSO ADMITTED TO TENNESSEE BAR  
ADMITTED TO 11<sup>TH</sup> CIRCUIT COURT OF APPEALS  
ADMITTED TO U.S. DISTRICT COURTS FOR SOUTHERN  
AND MIDDLE DISTRICTS OF FLORIDA

PLEASE REFER TO  
OUR FILE #

CASE NAME: \_\_\_\_\_

CASE NUMBER: \_\_\_\_\_

**CONSENT TO WITHDRAW AS ATTORNEY**

Based upon my decision as Defendant to terminate the Defendant's retainer agreement with Mitigation Law Group, I the Defendant grants permission and consents to the withdrawal of Mitigation Law Group as Defendant's attorney in this action. The information below shall be the forwarding address for any future correspondence or pleadings in the case.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
City, State, Fl.

\_\_\_\_\_  
Telephone Number: