

Fee Agreement

This agreement is made between James Swiderski, hereinafter "Attorney" and _____, hereinafter "Client."

1. **Services Provided / Fees and Costs.** Attorney will represent Client in JAMS arbitration against Hero Funding 2020-1, a Cayman Island company owning the rights to payment from your HERO / Renovate America, Inc. home loan. Client will pay \$250 to Attorney for filing fees or sign a fee waiver if Client earns less than 300% of the federal poverty level for his or her family size.
2. **Case Theory.** Attorney believes that these loans are private loans in substance, and that Renovate America, Inc. should have sought out a license to lend before making such loans. If it is proven that this is the case, and that Hero Funding 2020-1 was not an innocent third-party assignee taking the loan without notice of this possibility, all interest and finance charges should be forfeited. The tax assessment will stay in place and MUST be paid. The relief we seek is a judgment for money against Hero Funding 2020-1 to offset the illegal interest.
3. **WE ARE ONLY SUING THEM IN A PRIVATE ARBITRATION.** They agreed to pay for private arbitration. If they refuse, Attorney will file **in Court to compel them to arbitrate and pay for the arbitration, but only if Client pays the Court filing fee of \$435 plus \$100 for service of process costs which amount is recoverable if the Court orders them to arbitration.**
4. **What we want / our split.** Because it is expensive for THEM to arbitrate, I expect they should rationally settle at an amount to avoid paying for non-recoverable arbitration costs, e.g. \$1500 filing fee plus hourly arbitrator rate at up words of \$800 per hour. Client should seriously consider settlement at \$2000 to \$3000 as this case is unproven and involves legal theories untested in any court. **Client and Attorney split any recovery by way of judgment or settlement 2/3 to Client and 1/3 to Attorney after costs of the arbitration or litigation are reimbursed to the party paying them.**
5. **Complete Agreement / Lien.** This agreement, along with the promotional flyer sent to Client soliciting him for this litigation together contain the entire agreement of the parties. No other agreement, statement, or promises made on or before the effective date of this agreement will be binding on the parties. Client gives Attorney a lien for his Attorneys fees and costs on any proceeds recovered as a result of this representation. Client has been advised of his right to consult with independent counsel before agreeing to this lien.
6. **This agreement is contingent** on Attorney signing on a sufficient number of clients for a mass arbitration. This determination is made by Attorney in his sole discretion. Refunds will be made if no case is brought.
7. **If a dispute arises from or relates to this contract** or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This section is negotiable.

Dated:
CLIENT: _____

Dated:
ATTORNEY: _____