

# THE NICHOLS LAW FIRM

◆ A PROFESSIONAL LIMITED LIABILITY COMPANY ◆

## CLIENT INFORMATION SHEET

Please complete the information below in full. Your information will be kept confidential, and we never share your information with anyone without your written approval. (Please print *legibly*)

**Full Legal Name:** \_\_\_\_\_

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

**Social Security Number:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_

**Secondary Phone Number:** \_\_\_\_\_

**Email Address (print clearly):** \_\_\_\_\_

**Previous Name(s) Used:** \_\_\_\_\_

### **Credit Karma Account Information**

Please go to [www.creditkarma.com](http://www.creditkarma.com), and set up an account (it's totally free). Please provide your login information below so we can keep track of your progress (you can track progress, too):

**Username:** \_\_\_\_\_ **Password:** \_\_\_\_\_

### **Financing / Credit Extension Denials and/or High Interest Rates:**

Please describe any denials of credit and/or any instances where you have been made to pay higher interest rates and/or premiums (i.e. home or auto loan; credit card, store financing, insurance, etc).

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### **Authorization to Communicate with Third Parties**

I give The Nichols Law Firm, P.L.L.C. permission to communicate with my real estate broker/agent, or other professionals regarding the status of my file, including providing updates, information individual accounts resolved, time estimates, strategies for reaching your goals, etc. You do not have to grant this authorization. If you choose not to, please just cross through this section and initial in the margin.

I certify the information above is correct, and will notify my lawyer if anything changes.

\_\_\_\_\_  
Signature of Client

Dated: \_\_\_\_\_

**LEGAL SERVICES AGREEMENT FOR CREDIT SERVICES**

This Legal Services Agreement for Credit Services (“Agreement”) is between \_\_\_\_\_ (“Client”), and THE NICHOLS LAW FIRM, P.L.L.C. (“TNLF”) for the provision of credit services and terms thereof.

**Scope of Work, Agreement Not to Dual-Hire, & Obligations of Client**

Client hires TNLF to provide credit services and to represent Client in related claims. Services include, but are not limited to advising Client on credit-related matters, communication with current, former, and future creditors, third party debt collectors, sureties, and/or credit bureaus, investigating and/or disputing information contained in Client’s credit reports and/or debts allegedly owed by Client, attempting to correct or remove erroneous or inaccurate information from Client’s credit report(s), and/or filing a lawsuit against a creditor or debt collector to enforce Chapter 392 of the Texas Finance Code. Client permits TNLF to sign client’s name on dispute letters to creditors/debt collectors, and gives TNLF permission to file and authority to settle a lawsuit on Client’s behalf in order to further the objectives of Client under this Agreement, including signing any settlement agreement on Client’s behalf, if necessary. Client agrees he/she has not and will not hire anyone else to perform credit services during the term of this Agreement. Client agrees to tell TNLF the truth in all matters. Client agrees to provide TNLF a copy of all documentation Client receives from a creditor, debt collector, credit bureau, or other entity related to this Agreement within 5 days of receipt. Client agrees to promptly respond to all requests and communications from TNLF.

**Receipt of Disclosures**

Client acknowledges receipt of disclosures entitled Consumer Credit File Rights Under State and Federal Law, notice regarding non-profit consumer counseling and two copies of a sample notice of cancellation.

**Term of Agreement & Termination**

Client’s employment of TNLF will automatically expire 180 days after execution hereof. Any obligations owed by Client under this Agreement shall remain in effect until satisfied along with all rights and remedies available to TNLF as to the enforcement of this Agreement. **You may cancel this contract without penalty or obligation at any time before midnight of the 3<sup>rd</sup> business day after the date on which you signed the contract. See the attached notice of cancellation form for an explanation of this right.**

**Attorney’s Fees / No Out-of-Pocket Costs to Client**

**Client shall have no out-of-pocket costs associated with this Agreement. Any fees shall be paid out of settlements.**

In the event TNLF negotiates a settlement or obtains a judgment on client’s behalf (which includes a payment from a debt collector or creditor), either by making a surety bond claim, filing a lawsuit, or threatening to file a lawsuit for debt collection related claims, Client agrees TNLF shall be entitled to retain the first \$3,000 from each creditor/debt collector, which shall be considered legal fees. TNLF and Client shall then split any remaining funds equally. Further, Client understands it may be necessary for TNLF to advance costs and expenses (e.g. postage, filing fees, service of process, etc.). Client agrees TNLF may be reimbursed for any such costs or expenses out of Client’s share of the settlement or judgment proceeds, if any, prior to disbursement to Client. If there is no monetary recovery to Client, TNLF is not entitled to be reimbursed for any costs or expenses advanced on Client’s behalf, and Client will not owe any attorney’s fees. Further, Client shall not be obligated to pay any fees to TNLF for accounts/tradelines which are resolved in Client’s favor, but which do not result in a monetary recovery. In TNLF’s experience, most settlements involving a monetary payment are not substantial enough for Client to receive any money back. Each case is different, though. However, so long as a settlement includes terms favorable to Client’s credit rating, Client is satisfied with this fee arrangement and considers these terms reasonable.

**Supremacy, Severance, Performance, Governing Law, and No Guarantee**

This Agreement is entire and supreme to any other agreement between Client and TNLF, express or implied, and is amendable only by written agreement of the parties. If any portion or clause of this Agreement is held void, unlawful, or invalid, all other provisions remain in full force and effect. TNLF is a Texas law firm operating in Texas under Texas law. The parties agree this is a Texas contract and all rights and/or remedies shall be construed under Texas law, and shall only be resolved in an appropriate Texas forum. Client represents Client is entering/staying in Texas and doing business with a Texas entity; not vice-versa. Client represents Client is a Texas resident or domiciliary and wants to be treated as such under this Agreement. This agreement is executed, services shall be rendered, and performance shall be exclusively in San Antonio, Bexar County, Texas. TNLF’s principal office is located at 309 W. Dewey Pl., Ste. B201-540, San Antonio, TX 78212. A copy of this Agreement has the same force as the original. Client understands TNLF makes no promises or guarantees as to the outcome of Client’s case.

**IN WITNESS WHEREOF**, this Agreement is executed by:

X \_\_\_\_\_

Dated: \_\_\_\_\_

Client’s Printed Name: \_\_\_\_\_

# **IMPORTANT INFORMATION & RULES OF THE ROAD**

**\*\*\* READ THIS DOCUMENT CAREFULLY \*\*\***

During the credit repair process, it is necessary for you to do and *not* do certain things. First and foremost, **it is extremely important you tell us the truth**. If you're not completely forthcoming it will make it difficult to help you. The facts might not be in your favor, but it's important we know them so we can do our best to help you.

It is important you understand and adhere to the following terms while we're working for you:

- 1) **You MUST continue to pay your bills on time**, even if you make the minimum payment. A new late payment can lower your credit score up to 100 points, and there is little we can do to help. Credit repair does not mean you stop paying your bills.
- 2) **Don't open any new accounts or close existing accounts** without checking with us first. Depending on the type of account, it can have a negative impact on your credit score, and it's important we discuss this with you *before* you take action.
- 3) **Send us a copy of everything you receive from a credit bureau or debt collector**. It's likely creditors, credit bureaus, or debt collectors will send you mail. While you don't need to send us regular invoices from creditors (i.e. electric bills, telephone bills, etc.), you should send us a copy of all letters or other reports you receive from credit bureaus or debt collectors. You can send them by mail, fax, or email.
- 4) **You are making a decision to hire us for six (6) months**. When you hire us we begin investing a significant amount of work on your file – often before results are realized. This means, after the three-day cancellation period ends, you cannot cancel our services to avoid paying for work already done. If you cancel before we have a chance to conclude our work, you'll be responsible for all work we've already performed at the market rate.
- 5) **We may need to discuss your credit with other professionals**. By hiring us, you enjoy attorney-client privilege, and we must keep what you tell us confidential. However, if you are working with a real estate agent, mortgage broker, or other professional towards a particular financial goal, purchase, etc., it may be necessary to talk to them about your situation and our work. You agree we may discuss your credit rating and related matters with such professionals, unless you explicitly instruct us, in writing, not to communicate with a particular person or business.

I certify I have read the above, understand the instructions, and agree to abide by them.

\_\_\_\_\_  
Signature of Client

Dated: \_\_\_\_\_

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

**IMPORTANT DISCLOSURES ABOUT YOUR RIGHTS AS REQUIRED BY LAW**

Pursuant to 15 USC §1679c, we are required to provide you the following information and disclosures:

**Consumer Credit File Rights Under State and Federal Law**

You have a right to dispute inaccurate information in your credit report by contacting the credit bureau directly. However, neither you nor any 'credit repair' company or credit repair organization has the right to have accurate, current, and verifiable information removed from your credit report. The credit bureau must remove accurate, negative information from your report only if it is over 7 years old. Bankruptcy information can be reported for 10 years. You have a right to obtain a copy of your credit report from a credit bureau. You may be charged a reasonable fee (about \$10/ea.). There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The credit bureau must provide someone to help you interpret the information in your credit file. You are entitled to receive a free copy of your credit report if you are unemployed and intend to apply for employment in the next 60 days, if you are a recipient of public welfare assistance, or if you have reason to believe that there is inaccurate information in your credit report due to fraud. You have a right to sue a credit repair organization that violates the Credit Repair Organization Act. This law prohibits deceptive practices by credit repair organizations. You have the right to cancel your contract with any credit repair organization for any reason within 3 business days from the date you signed it. Credit bureaus are required to follow reasonable procedures to ensure that the information they report is accurate. However, mistakes may occur. You may, on your own, notify a credit bureau in writing that you dispute the accuracy of information in your credit file. The credit bureau must then reinvestigate and modify or remove inaccurate or incomplete information. The credit bureau may not charge any fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the credit bureau. If the credit bureau's reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the credit bureau, to be kept in your file, explaining why you think the record is inaccurate. The credit bureau must include a summary of your statement about disputed information with any report it issues about you. The Federal Trade Commission regulates credit bureaus and credit repair organizations. For more information contact: The Public Reference Branch, Federal Trade Commission, Washington, D.C. 20580.

**NOTICE OF NON-PROFIT CONSUMER COUNSELING PURSUANT TO §393.105(9), TEXAS FINANCE CODE:** There are non-profit, credit counseling services available to you. Credit counseling services work with your creditors to consolidate debts, reduce interest rates, reduce or remove fees, and accept monthly payments so you can pay off debts faster than you normally might be able to if the accounts were still open under your original agreement with the creditor. If you're interested in credit counseling you may call (800) 270-6696 or visit [www.aadmo.org](http://www.aadmo.org).

Pursuant to Section 393.202 of the Texas Finance Code, below are two detachable copies of a cancellation notice.

**FIRST COPY**  
**Notice of Right of Cancellation**

**You may cancel this contract, without any penalty or obligation, within three days after the date this contract is signed. If you cancel, any payment made under this contract will be returned within 10 days after the date of receipt by the seller of your cancellation notice. To cancel this contract, mail or deliver a signed dated copy of this cancellation or other notice to 309 W. Dewey Pl., Ste. B201-540, San Antonio, Texas 78212. This contract may be canceled not later than midnight on the third day following the date you sign this contract.**

I hereby cancel this contract.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(detach here if desired)

**SECOND COPY**  
**Notice of Right of Cancellation**

**You may cancel this contract, without any penalty or obligation, within three days after the date this contract is signed. If you cancel, any payment made under this contract will be returned within 10 days after the date of receipt by the seller of your cancellation notice. To cancel this contract, mail or deliver a signed dated copy of this cancellation or other notice to 309 W. Dewey Pl., Ste. B201-540, San Antonio, Texas 78212. This contract may be canceled not later than midnight on the third day following the date you sign this contract.**

I hereby cancel this contract.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DO NOT SIGN HERE UNLESS YOU WISH TO CANCEL**