

# Shuster & Saben, LLC

## Limited Money Back Guarantee for Foreclosure Defense Services

- I. **DISCLAIMER:** Shuster & Saben, LLC and all other attorneys who are members of and regulated by the Florida Bar are prohibited from guaranteeing a specific legal result. For instance a criminal lawyer cannot guarantee a not guilty verdict. In our opinion the results obtained in foreclosure case are a product of circumstances and actions by multiple parties and institutions including:
- A. The banks possession of the original note, the evidence in the banks possession, whether the lender has complied with applicable banking and consumer protection laws,
  - B. The homeowners earnings capacity, and available funds to reach a loan modification agreement or settle with any holder of a second mortgage.
  - C. The skill level and diligence the lenders counsel.
  - D. The skill level, diligence and strategy of the homeowner's attorney.
  - E. The relative strength or weakness of the local real estate market
  - F. The relative congestion of the local Court system and the ratio of available judges to the number of foreclosure cases pending before each judge.

Some of the above factors are within the control of the homeowner's attorney but other factors are beyond the control of the homeowner or its counsel. As such no attorney can promise a specific result with absolute certainty. Shuster & Saben's limited money back guarantee is not a guarantee of a specific legal result only a guarantee that if certain results are not obtained the client/homeowner will receive either a full or partial refund of attorneys fees paid as set forth below.

- II. **PURPOSE:** The purpose of this limited money back guarantee is to enhance the client's financial security by eliminating or substantially decreasing the cost of the firm's services in the infrequent cases where the legal work performed by the firm does not produce the intended outcome set forth below. A further purpose of this guarantee is to limit or partially alleviate client financial hardship.

- III. **LIMITED GUARANTEE:**  
In the event homeowner/client's home is lost to writ of possession (following judicial court ordered foreclosure sale) issued within six (6) months from the date the subject foreclosure suit was filed, Shuster & Saben, LLC will refund 100% of the fees paid by client.

In the event homeowner/client's home is lost to writ of possession (following judicial court ordered foreclosure sale) issued within more than six (6) and less than nine (9) months from the date the subject foreclosure suit was filed, Shuster & Saben, LLC will refund 75% of the fees paid by client.

In the event client/homeowner's home is lost to writ of possession (following judicial court ordered foreclosure sale) issued between nine (9) months and one year from the date the subject foreclosure suit was filed, Shuster & Saben will refund 66% of the fees paid by client.

IV. ELIGIBILITY:

To be eligible for the Written Limited Guarantee the client must:

- A. Hire Shuster & Saben, LLC within twenty days service of process, i.e. within twenty days of the date they are served with the complaint.
- B. Agree to credit card / debit card monthly billing
- C. Maintain their credit card or debit card account such that payments for legal services are timely.
- D. Cooperate in the defense of their case by providing documents reasonably requested by the lenders counsel and complying with any orders of the Court.

V. FEES:

All fees are earned when paid. The written limited guarantee does NOT make payment by the client contingent upon obtaining a certain result it only provides for a rebate or partial rebate if the client loses their home to judicial sale as set forth in paragraph III above.

VI. PURPOSE OF REPRESENTATION:

- A. To avoid the possibility of default being entered against client in the foreclosure action.
- B. To file an answer and assert any meritorious defenses client may have.
- C. To negotiate with the mortgage holder in an attempt to obtain waiver of any deficiency judgment, attempt to exchange title to the real property in satisfaction of the mortgage, and to negotiate a reasonable date for surrender of the property that allows me notice and a reasonable amount of additional time to obtain alternate housing arrangements.
- D. Investigate whether the financial institution that has brought the foreclosure action has standing to do so and whether it is a holder in due course.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shuster & Saben, LLC

\_\_\_\_\_  
Date