

Ficka & Associates

11310 S. Orange Blossom Trail Suite #137
Orlando, FL 32837
Ph. 877-661-7047 Fax 877-381-4642
www.USACreditRecovery.com

**PLEASE FILL OUT THE CLIENT ACCOUNT PLACEMENT FORM, SIGN THE SERVICE AGREEMENT AND FAX
BACK TO 407-498-0802**

How it works!

NO RECOVERY NO FEE

Our NO RECOVERY NO FEE service consists of 3 phases

Phase One

Within 24 hours of placing an account, the following will happen:

- The first of four letters is sent to the debtor via the US Mail.
- Your case will be placed into the workload of one of our on staff collectors.
- Our collector will attempt to contact the debtor and produce a resolution to the matter.
Expect our collector to place daily phone calls the first 14 to 21 days in an attempt to contact the debtor.

If all attempts to reach a conclusion to the account fail, we go to **Phase Two** where we immediately forward the case to one of our affiliated attorneys located within the debtor's jurisdiction.

Phase Two

Upon our office sending your case to a local attorney within our network, you can expect the following.

- The receiving attorney will immediately draft the first of several letters to the debtor on his law firm letterhead demanding payment of the debt owed to you.
- The receiving attorney or one of his staff members will immediately start attempting to contact the debtor via the phone, in addition to the series of letters.

If all attempts to reach a conclusion to the account continue to fail, we will send you a letter explaining the issues surrounding the case and what we recommend for the next and final step.

Phase Three

Our recommendation will be one of two things.

- If after a thorough investigation of the facts surrounding the case and of the debtor's assets, we determine the possibility of recovery is not likely we will recommend closure of the case.

You will owe nothing to our firm or our affiliated attorney for these results.

- If our recommendation is litigation you will have a decision to make.
If you decide not to proceed with legal action we will drop the case and you will owe our firm or our affiliated attorney nothing.

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Phase Three Continued

If you decide to proceed with legal action, you will be required to pay the upfront legal costs such as court costs, filing fees, etc., these fees typically range from \$600.00 to \$700.00 depending on the debtors jurisdiction. Upon payment of these funds, our affiliated attorney will file a lawsuit on your behalf for all monies owed including but not limited to the cost to file this action.

If our attempts to collect via litigation fail, the case will be closed. You will owe nothing to our firm or our affiliated attorney.

If we don't recover your money, you owe absolutely nothing!

If we do collect you owe us the following:

30% of the amount collected on accounts under 1 year in age.

40% of the amount collected on accounts over 1 year in age.

*Submit 5 or more Business to Business accounts on your initial placement and your rate will be **20%** no matter what the age of the accounts are! *Accounts **MUST** be in business at time of placement.*

TO PLACE A CLAIM FOR COLLECTION VIA FAX PLEASE FILL OUT THE CLIENT ACCOUNT PLACEMENT FORM, SIGN THE SERVICE AGREEMENT AND FAX BACK TO 407-498-0802. ONLY 1 AGREEMENT IS NEEDED EVEN IF PLACING MULTIPLE ACCOUNTS.

TO PLACE A CLAIM FOR COLLECTION VIA THE INTERNET PLEASE TYPE THE LINK BELOW AND FILL THE FORM OUT.

<http://www.usacreditrecovery.com/option2submit.htm>

**Thank you,
William Ficka**

Ficka & Associates

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Client Account Placement Form

Your Information:

Company Name: _____ Contact Name: _____

Address: _____ City: _____ State: _____

Zip Code: _____ Company Phone: (____) _____ Fax: (____) _____

Your Debtor Information:

Company Name: _____ Contact Name: _____

Address: _____ City: _____ State: _____

Zip Code: _____ Company Phone: (____) _____ Fax: (____) _____

Amount Owed \$ _____

Service Provided _____

Reason for not paying: _____

Date Of Delinquency: ____/____/____

Any Signed Contract: _____ Have You Received Any Payments? _____

Are there any bad checks (please circle) Yes No

If yes

Amount: \$ _____ Date: ____/____/____

Amount: \$ _____ Date: ____/____/____

Is this a Judgment (please circle) Yes No

If yes

Date when Judgment was obtained: ____/____/____

Any additional information that would further help in your collection please provide below:

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THIS AGREEMENT IS MADE BETWEEN FICKA & ASSOCIATES
AND _____ HEREIN REFERRED TO AS CLIENT.

1. Upon placement of a claim(s), where a Debtor owes funds to CLIENT, Ficka & Associates will use its best efforts to expeditiously collect the claim on behalf of CLIENT. Ficka & Associates agrees to charge a commission only on funds actually paid by Debtor to Ficka & Associates or Client and not the actual amount owed, subject to the provisions of paragraphs 4, 5 and 7 below.
2. CLIENT warrants the validity, amount and authenticity of all claims and accounts placed with Ficka & Associates for collection. Upon request by Ficka & Associates, CLIENT agrees to forward documentation to Ficka & Associates to prove the amount, and authenticity of the claim when requested.
3. Ficka & Associates shall notify CLIENT of any settlement offers received by Ficka & Associates and no settlement offer shall be accepted by Ficka & Associates without CLIENT'S express consent.
4. CLIENT may withdraw a claim placed with Ficka & Associates only where a) there has been no activity on the account in the preceding sixty (60) days and b) the claim is not in litigation or involved in an insolvency proceeding. All withdrawals must be done via fax to 877-382-4642 by CLIENT and any commission then due and payable to Ficka & Associates must be paid before the claim is deemed withdrawn. Any claim canceled by CLIENT while payments are being made by debtor will be billed by Ficka & Associates for the full anticipated commission due Ficka & Associates on the entire amount of the original claim assigned to Ficka & Associates There is a fee of 10% of the principal balance of the account for administrative, initiation and clerical expense on all accounts withdrawn by CLIENT not in accordance with the provisions of paragraph 4a and 4b.
5. CLIENT shall report all direct payments made by Debtor to CLIENT to Ficka & Associates within three (3) business days of receipt of payment by CLIENT via fax to 877-382-4642 , and the commission due Ficka & Associates on the direct payment shall be remitted to Ficka & Associates within (21) days.
6. All claims placed with Ficka & Associates by CLIENT, regardless of amount, previous collection efforts or nation of Debtor shall be billed by Ficka & Associates to CLIENT at a rate of **30%** of any and all funds collected by Ficka & Associates. All claims placed with Ficka & Associates by CLIENT that are over one (1) year in age shall be billed by Ficka & Associates to CLIENT at a rate of **40%** of any and all funds collected by Ficka & Associates Any claim, under \$500.00 in amount owed or claim regardless of age that requires litigation shall be collected at a rate of **50%**.
7. Any merchandise returned to CLIENT by Debtor after initial contact by Ficka & Associates shall entitle Ficka & Associates to a commission equal to 10% of the actual invoiced amount when equipment was purchased.
8. Any claim placed with Ficka & Associates by CLIENT that is discovered to have been previously paid by Debtor or placed by CLIENT error will be billed by Ficka & Associates to Client at a rate of 10% of the claim as an administrative, clerical and initiation fee.
9. Ficka & Associates shall account to CLIENT on a monthly basis all funds collected by Ficka & Associates on CLIENT'S behalf and all remittances and/or invoices will be sent at this time.
10. CLIENT grants to Ficka & Associates and any attorney or collection firm that Ficka & Associates may forward clients case to express authority to endorse and negotiate any check, draft or other negotiable instrument made payable to CLIENT for deposit in trust for distribution to CLIENT after deducting the commission and fees due Ficka & Associates under this agreement.
11. CLIENT understands that Ficka & Associates may at their discretion forward a case or a claim to an outside law firm or collection network to assist in the recovery of said account and hereby grants Ficka & Associates permission to do so. It is further understood that CLIENT must give Ficka & Associates approval in the event that such a transfer will result in additional charges.
12. In no event shall Ficka & Associates be liable in any respect for the inability to collect any account placed with Ficka & Associates by CLIENT for collection. It is understood and agreed that Ficka & Associates is not a guarantor of any specific result on accounts placed by CLIENT.
13. Ficka & Associates agrees and shall hold harmless CLIENT from any claim, demand, action, cost or judgment, including a reasonable attorney's fee arising out of any action done or failing to be done by Ficka & Associates in connection with the collection of any claim(s) place with Ficka & Associates by CLIENT for collection.
14. This agreement shall be construed in accordance with the laws of the State of Florida. In the event that any provision hereof is found to be invalid or unenforceable, then that provision shall deemed to be severed and removed and the remaining provisions shall remain valid and in full effect.

Agreed on this date ____/____/____.

_____ For CLIENT.