

Forwarding Letter (Placement Form)

This forwarding letter (placement form) constitutes a formal instruction from CLIENT to HMH Legal (and/or Hernández-Hurtado, S.C.), to perform services for the recovery of the debt specified below, as per the proposed and agreed fees. By filling out and signing this form the CLIENT enters into a services agreement, after having read and understood the terms and conditions below.

Client Information

CREDITOR NAME: _____

* If acting on behalf of creditor as an attorney [law firm] or collection agency please provide your information

CLIENT NAME: _____

Debtor Information

Debtor's legal name: _____
Full & current address: _____

Debtor's contact: Mr. Ms.
He is: Owner Shareholder General manager Accounts payable manager Managing partner

Phone Number 1 Cell Phone Fax Number Other Email

Account Information

TOTAL DUE: _____ **Principal:** _____ **Interest:** _____

Person responsible for accounts payable (NAME):	Yes	No
Were there any problems or defects with the products or services sold?	<input type="checkbox"/>	<input type="checkbox"/>
Is the debtor-company the only one operating at the registered address or referenced location (address stated above)?	<input type="checkbox"/>	<input type="checkbox"/>
Is there any other company related to the debtor-company, such as a parent or subsidiary, or one sharing the same shareholders?	<input type="checkbox"/>	<input type="checkbox"/>
Has this account been previously placed with another attorney or collection agency?	<input type="checkbox"/>	<input type="checkbox"/>
Name of other known companies related to the debtor-company, or operating in the same address: _____		
How long was the debtor in business with Creditor? _____		
What is the probable credit pending that COULD be offset? _____		

We have in our files and are are not sending you the following documents which support this claim:

- Credit application Terms & conditions of sale Personal Guarantee Purchase orders
- Invoices Delivery receipts Bills of lading Promissory note
- NSF checks Letters of Exchange Acknowledgment of debt Payment agreement

NOTES or details of disputes and creditor's response (provide copies of correspondence if available):

Debt Collection Services Agreement

We, the undersigned, are placing with HMH Legal and/or Hernández-Hurtado, S.C. the above account for collection. If the rate specified below is not acceptable, please do not proceed until your fees have been mutually agreed upon. Authorization by us is required before instituting any proceeding, incurring any expense, making any compromise or settlement, or granting any extension. Legal collection will be subject to additional suit fees. We are authorizing you to retain your agreed compensation from all sums collected, and prefer that partial collections be remitted as received. If you accept this account, please acknowledge receipt by e-mail. Please advise promptly of the prospects of settlement and report progress a regular basis. If you do not accept this claim for collection please reject and inform immediately, stating your reasons. This account is forwarded in accordance to the current Operative Guides for Forwarders and Receivers adopted by the Commercial Law League of America. By placing the account for debt collection, the Client/Creditor represents: 1) that the amount alleged due at the time the claim is assigned is true and correct, 2) that the claim represents a legal and valid debt of the claim holder, 3) that it is unaware of any disputes regarding the debt which would render it invalid, 4) that the debt is in default, and 5) that it is unaware of any circumstances with respect to the claim that would render the claim not subject to legal process. All disputes, controversies or claims arising out of, or related to this contract shall be subject to the jurisdiction of the courts city of Tijuana, Baja California, Mexico, which shall have exclusive jurisdiction in the event of any dispute hereunder. Parties agree that the placed claim is confidential and sensitive commercial information. Unless otherwise agreed by CLIENT, or unless disclosure is permitted or required by law, parties will keep this agreement, the claim, and related information, confidential. However, nothing prevents HMH Legal from disclosing information where it is reasonably necessary to do so for the purposes of providing the services.

Contingency commission fee proposed for out-of-court collection: _____

NAME: _____

DATE: _____

COMPANY: _____

SIGNATURE: _____