



**PAYMENT AUTHORIZATION AND CONSENT (18-Month Term)  
(Not For Use With Bankruptcy Cases)**

**Client Name(s):**

**Law Firm Name:**

**Total Monthly Income:**

**Total Fees & Costs:**

**Payor will be (Choose only one):**

**Third-Party Payor Name (if applicable):**

Client(s) /  Third Party

**Payment Plan (Pick Only One)**

- 78 Weekly Payments of \$** every (day of the week, e.g., "Friday"), starting
- 39 Bi-Weekly Payments of \$** every (day of the week, e.g., "Friday"), starting
- 36 Semi-Monthly Payments of \$** every and (dates of the month, e.g., "1<sup>st</sup> and 15<sup>th</sup>"), starting
- 18 Monthly Payments of \$** every (date of the month, e.g., "20<sup>th</sup>"), starting

**Payor's Credit or Debit Card (fill in all fields)**

Name on Card:

Card No.:

Card Expires:

CVV/CVC (3-digit code on back of card):

Billing Street Address:

City:

State:

ZIP:

**General Information about Client(s) and Third-Party Payor (fill in all applicable fields)**

**CLIENT:**

Email:

Cell Phone #:

SSN/ITIN:

Date of Birth:

**CO-CLIENT (If Applicable)**

Email:

Cell Phone #:

SSN/ITIN:

Date of Birth:

**THIRD-PARTY PAYOR (if applicable):**

Email:

Cell Phone #:

SSN/ITIN:

Date of Birth:

**Case Type (check applicable box, fill in information as needed)**

- Domestic/Family     Criminal     Immigration     Other



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**Disclosures and Consents**

By signing below, **ALL SIGNERS** acknowledge and consent to the following:

1. If you are the "Payor" identified on the first page of this Payment Authorization and Consent:
  - a. You agree to pay to the Law Firm named above the Total Fees and Costs described above, and acknowledge that the Law Firm is relying upon this agreement to perform legal services. You further authorize and direct Fresh Start Funding ("FSF"), as agent of the Law Firm, to collect the payments described above and debit your bank account or charge your credit card until the Total Fees and Costs are paid in full, and authorize and direct your depository institution to debit the same from your account or charge the same to your card.
  - b. If a payment does not process for any reason, FSF may re-attempt the payment multiple times and on different dates until the payment clears, even if it means the end date of this payment contract will be extended. FSF may accept and rely upon telephonic or electronic communications from you confirming modified payment terms. FSF may charge an additional \$25.00 for each returned payment, which charge may be debited from your account or charged to your card separately from your regular recurring payment. You represent and warrant that you are an authorized user of the debit card, bank account, or credit card identified herein. Payment history will be reported to one or more credit bureaus.
  - c. FSF is relying upon this Payment Authorization and Consent to extend financing to Law Firm. Law Firm may collaterally assign its right to payment of the Total Fees and Costs to FSF as security for this financing that enables Law Firm to offer installment payment terms to you. Whether you are a Client or Third-Party Payor, you acknowledge and agree that this Payment Authorization and Consent is an inseparable and integral part of Law Firm's rights that may be collaterally assigned to FSF, and that in the event that FSF forecloses upon its lien interest in Law Firm's rights, that FSF will be able to enforce this Payment Authorization and Consent in its own name and for its own interest. You also attest that the information contained herein is true and complete.
2. FSF may communicate with you via telephone, email, text or similar messages, or other electronic means.

By signing below, **CLIENTS** acknowledge and consent to the following:

1. Law Firm may have offered you options for payment of its legal fees and out-of-pocket costs, and one or more of those options may have involved a lower amount than the Total Fees and Costs associated with making installment payments as provided herein. By signing below, you acknowledge a) that these options were explained to you, b) that you chose the payment arrangement set forth herein as being in your best interest, and c) that any difference in the overall cost associated with making installment payments is i) reasonable, and ii) due to the additional risk and cost to Law Firm of making this installment payment option available to you, and does not represent "interest" on the lower amount associated with a different option not chosen by you.
2. Notwithstanding any arrangement for a Third-Party Payor to make payments to Law Firm, you remain legally obligated to pay the Total Fees and Costs, plus any legal fees and costs of collection, in the event that Third-Party Payor fails to make payments when and as due. You acknowledge and agree that FSF may agree to modify the payment arrangement with Third-Party Payor, and that you will remain liable for any outstanding balance even if the payment arrangement is so modified.
3. Law Firm will share limited information with FSF in order to facilitate its role as payment manager, and in connection with giving FSF a lien against your account. In addition to the information on this Payment Authorization and Consent, Law Firm may share your engagement agreement with Law Firm, and information about your income and employment. Law Firm is directly liable to FSF for amounts that Law Firm borrows in order to offer you payment terms, and this may create a conflict of interest between Law Firm and you in the event that the Total Fees and Costs are not paid when and as agreed. In the event that FSF forecloses its lien, it will not commence legal action against you to collect fees so long as you remain a client of Law Firm, but otherwise could turn your account over to a collection agency, sue you, or pursue other collection activities, and could report negatively on your credit. Law Firm also has an independent interest in maintaining a good relationship with FSF.
4. To the extent allowed by law or any applicable court, your failure (or a Third-Party Payor's failure) to make payments when and as due may lead Law Firm to seek to withdraw from representing you.

By signing below, **THIRD-PARTY PAYOR (if applicable)**, acknowledges and consents to the following:

1. You have a sufficiently close relationship with Client(s) that facilitating their receipt of legal services from Law Firm by agreeing to pay the Total Fees and Costs is in your personal interest, and provides sufficient consideration for your promise to pay to be enforceable.
2. Law Firm and FSF are relying upon your promise to pay being enforceable, and your promise is not conditioned upon any arrangement or expectation that you have for Client(s) to repay you.

**CLIENT:** \_\_\_\_\_

**DATE:**

**CLIENT:** \_\_\_\_\_

**DATE:**

**THIRD-PARTY PAYOR:** \_\_\_\_\_

**DATE:**