

Law Office of Jonathan D. Petersen

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Collecting on your Judgment (Indiana)

Once the Court awards you a money judgment for damages caused by the defendant(s), how do you collect? I have observed that, occasionally, defendant(s) will make payments towards the judgment without any additional efforts by you. Unfortunately this scenario is the rare exception. More often, you will have to return to Court to enforce your judgment.

Deciding whether to proceed with the collection process is fundamentally a business decision that you must make. A judgment is no guarantee that you will ever collect the amounts owed to you. My experience suggests that unless the defendant(s) have some source of better than average income or savings, the likelihood of collecting on your judgment is slim. For example, defendant(s) whose source of income is a minimum wage job (*e.g.* McDonald's) are poor candidates for a successful collection. On the other hand, I have observed that defendant(s) employed with the local utility, US Steel, the casino boats or other similar companies are better collection prospects. In order to maximize the probability of collecting, you will need to provide to my office the name and address of the defendant's(s') employer at the time you decide to begin collection proceedings.

I provide two different payment options: 1) Pay \$425 in advance; or 2) Pay \$25 in advance and one-third of any amounts that my office collects for you.

Please complete and return to my law office the Client Authorization for Legal Services form and include the Name, address, and telephone number, of the employer for debtor/defendant.

We also provide lease and rental forms to landlords including our updated Model Lease for Indiana, tenant application and security deposit letter (required by statute). Visit www.attorneypetersen.com and click on Document Center.

Effective Date: 10/7/2010

Client Authorization for Legal Services

The undersigned ("Client") does hereby agree to employ the Law Office of Jonathan Petersen, Attorney at Law, 608 165th Street, Suite 201, Hammond, IN 46324, 219-803-4550 ("Attorney Petersen") to provide legal services upon the terms and conditions stated below for the following: **PROCEEDINGS SUPPLEMENTAL AND GARNISHMENT OF WAGES.**

1. **SUBJECT MATTER:** Proceedings Supplemental and Garnishment of Wages for clients who have previously obtained an eviction judgment through the Law Office of Jonathan Petersen.
2. **SCOPE OF SERVICES:** The services provided by Attorney Petersen to Client shall include the following:
 - a. Filing of a motion for proceedings supplemental.
 - b. Appearing on behalf of Client for one (1) hearing on proceedings supplemental.
 - c. Filing of a motion to garnish wages.
3. **FEE & PAYMENT:** The Client shall pay to the Law Office of Jonathan Petersen (*please select one*)
 - the sum of \$425.00 in advance.
 - the sum of \$25.00 in advance plus one third (1/3) of all amounts collected.

Additional fees may be incurred for services beyond those indicated above and a specific estimate of such costs is available without obligation.

4. **CLIENT ACKNOWLEDGEMENT:**
 - a. The Client agrees to promptly provide to Attorney Petersen all information/documents necessary for the representation including and not limited to the following:

Name of Debtor's Employer: _____

Address of Debtor's Employer: _____

Telephone Number of Debtor's Employer: _____

- b. The Client acknowledges and understands that the failure to provide the above information or other necessary documents in a timely manner may adversely affect any outcome.
5. **USE OF OTHER ATTORNEYS:** Attorney Petersen may from time to time use and employ other attorneys ("Other Attorneys") to assist in the representation. Attorney Petersen shall pay the Other Attorneys from the amounts paid by Client and the Client shall incur no additional fees or charges. The amount Attorney Petersen pays to Other Attorneys shall be in proportion to the services performed by each lawyer. By signing below, Client agrees and assents to this arrangement.
6. **ESTABLISHMENT OF ATTORNEY-CLIENT RELATIONSHIP:** No attorney-client relationship is established until such time that this Client Authorization for Legal Services is fully executed by both the undersigned Client and Attorney Petersen.

Signature of Client

Date

Printed Name of Client

Jonathan Petersen