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Chapter 7 and 13 Bankruptcy Legal Services Agreement

Client(s) and Nick C. Thompson, Attorneys, ("Attorneys") hereby agree that Clients hereby retain Attorneys to perform certain legal services relating to the filing of a Chapter 7 or Chapter 13 bankruptcy case, on the following terms. The following services to be provided by Attorneys assume that Clients have fully, accurately and honestly disclosed all assets, debts, and financial information requested by Attorneys or required by the United States Trustee, the Chapter 7 Trustee, the official bankruptcy forms or by law. In addition, the performance of these services by Attorneys is understood to be completely dependent upon the continued timely cooperation of Clients with regard to paying required court fees, providing information and documentation, and executing documents necessitated by the unfolding legal process and the requirements of Attorneys in representing Clients effectively. If Clients fail to perform any of their obligations under these Guidelines, including the fulfillment of financial commitments made to Attorneys, Attorneys may withdraw from the case. Where used below, "the Attorney" shall mean Nick Thompson however in the case of a scheduling conflict another attorney may appear at a hearing.

The client agrees that the bankruptcy shall be filed within 6 months or a new fee will be due. The Debtor is responsible for the accuracy of a petition and a petition depends on the information provided by the debtor. No case shall be filed until fees are paid, documentation is provided, and the petition is reviewed by the debtor and signed. Initial _____ 

A. Services Included in Legal Services Agreement

1. The Attorney will meet personally with the Clients and explain the options available under both chapter 7 and chapter 13 before the Clients select the chapter to be filed.
2. The Attorney reviews the final petition, schedules, statement of financial affairs, and statement of social security number, prior to having them filed with the court.
3. The Attorney, with staff assistance, reviews Clients' proof of identification and social security number and advises the Clients to provide documentation thereof or a written statement that such documentation does not exist, at the § 341 meeting.
4. The Attorney will personally attend the § 341 meeting. However, if one of the Attorneys is unable to attend the meeting, they may arrange for another attorney to appear.
5. The Attorney will explain to Clients their rights and obligations under the new bankruptcy law. The attorney cannot and does not guarantee any results other than that the bankruptcy will be professionally prepared and managed. The results from a bankruptcy also depend on acts of the Debtor, Creditors, Trustees and Judges.
6. The Attorney will file changes of the Clients' mailing address, as necessary.
7. The Attorneys will represent the Clients in matters brought under 11 U.S.C. § 707(a).
8. The Attorneys, with staff assistance, will inform the Clients of all Chapter 7 Trustee and U.S. Trustee requests for documents or other information and will assist the Clients in transmitting available information to the requesting trustee. However, the Clients are solely responsible for locating such documentation and providing it to the Attorney on a timely basis.
9. The Attorneys, with staff assistance, will respond to reasonable creditor inquiries to confirm the case filing.
10. The Attorneys, with staff assistance, will assist the Clients in: ensuring that creditors, collection agents, and attorneys provided by the debtor are notified of the case filing; and notifying levying officers or agencies in order to stop evictions, foreclosures, wage garnishments, bank levies, and other asset seizures in effect on the petition filing date, as appropriate

B. Services Always Included, But Additional Fee May Be Charged Pre- or Post-Petition, as Agreed

1. The Attorneys, as appropriate and necessary, where requested by the Clients: will negotiate with a secured creditor to confirm the enforceability of the security interest and the redemption value of said security; will file a

motion to set the value and redeem said security; or will negotiate a reaffirmation agreement having fully advised the Clients of the legal effect and consequences of the agreement and any default thereunder, including the possibility of a future deficiency claim against the Clients, and on being persuaded that such agreement represents a fully informed and voluntary agreement by the Clients and does not impose an undue hardship on the Clients or their dependents, so indicate on the reaffirmation agreement.

2. The Attorneys, based upon new information provided or confirmed by the Clients, will file signed amendments to the petition, schedules, statement of financial affairs, or statement of social security number. Normally this is a \$100 fee and \$26 court cost to add a creditor plus 5 dollars per creditor.
3. The Attorneys will review motions for relief from the automatic stay, with staff assistance will communicate with the Clients regarding them, respond to such motions where necessary, and appear in court on behalf of the Clients where necessary.
4. The Attorneys will represent the Clients with regard to objections to claims of exemption.
5. The Attorneys will represent the Clients in matters brought under 11 U.S.C. § 707(b), as well as related Rule 2004 examinations.
6. Services are performed by Nick Thompson at a rate of \$150 per hour for in office work and 200 per hour for court appearances, at the request of the Client. Rush and after hours work is billed at 150%. Unscheduled and cancelled appointments will be billed an additional \$100. Prior to any obligation to perform any such services, Client agrees to pay a retainer of 2 to 5 hours (\$300 - \$750) in the form of cash. Actual services provided will be billed periodically as incurred. Nick Thompson may engage associate counsel to assist in services.

C. Examples of Types of Legal Services That are Not Included in this Agreement

1. Filing or defending against motions for abandonment of estate property and motions to terminate the stay or modify the plan and order of confirmation.
2. Filing motions to avoid liens on real property and other liens that impair exemptions. Avoiding a lien or redemptions often requires an appraisal and you must inform the attorney and request us to file an additional motion or adversary proceeding to remove any lien, strip a mortgage or redeem property.
3. Filing or defending, on behalf of the debtor, any dischargeability complaint, including non-dischargeable income tax, recently charged debt, fraud and student loan issues. These issues require a separate hearing or lawsuit called an adversary proceeding or motions.
4. Defending any contempt, objection to discharge or motion to dismiss pursuant to 11 U.S.C. § 727, or 523.
5. Filing or defending, on behalf of the Clients, other adversary proceedings including ancillary matters such as Rule 2004 examinations and document request
6. Filing, prosecuting, or defending appeals on behalf of the Clients.
7. Re-opening the Clients' closed case, and costs of litigation including depositions, experts, travel & exhibits..
8. Motions to redeem or appearing at pro se motions to reaffirm debts, cases involving foreclosure and real property defenses, more than one home or real property, stae and federal tax claims and issues, domestic support issues, student loan issues, operation of a business, cases with over 30 creditors or 20 assets being listed.

Description of Fees & Costs to be Paid Prior to Preparation of Documents	Normal Price	Your Price
D. Legal Services Fees: The first 750.00 of any fees paid by the Client are <i>non-refundable prior to filing</i> , even if the Client later decides to convert to another Chapter of the Bankruptcy code or not to file a bankruptcy case for any reason because of fixed costs to set up and process a file. After filing, the full amount of the fee is non-refundable. All payments shall be credited first to legal services fees owed rather than costs and non payment if the attorney files a lawsuit to collect any fee or charges the client agrees to pay any reasonable attorney fees, costs plus 12 percent interest. A 50.00 charge will be allowed plus bank charges for any returned check and the attorney will not be required to do any additional work until all work is paid for if a check is returned. . Initial _____		
<i>For a basic uncontested consumer Chapter 7 case</i> (This requires that the Client is not engaged in business, there are no non-dischargeable debt issues, motions to redeem, client has supplied copies of all required documents, appears at the hearing, has not lived [had his/her domicile] outside of the state for the last two years, has Credit Counseling Certificate already, and has no other problematic issues)	Chapter 7 fees \$1,000 single \$ 1,200 joint	
<i>For a basic uncontested consumer Chapter 13 case</i> (Western District of Kentucky controls all fees and awards a minimum fee of 2750 in a basic Chapter 13 for the work through getting a plan confirmed. Work after getting the plan confirmed such	Minimum of 2750 paid through the plan	

as appearing at a motion to set aside the stay or dismiss creates additional attorney fees. Clients should insure all payments are timely made after filing or additional fees will be charged by the Court). Indiana and the Eastern District of Kentucky have hourly billing.)Plan and Mortgage payments begin the month case is filed.	as you make payments to the Court.	
Complicating Factors That May Increase any Cost: Being or having been engaged in business within last six years; having or recently disposing of ownership interest in real property; vehicle loans or leases that include reaffirmation or redemption issues; owing taxes, not having required tax returns, paycheck stubs or other documents, having had your domicile outside the state within last two years; etc.		
E. Costs:		
Court filing fee (to be paid prior to preparation of case filing documents)	\$300.00	
Your first Chapter 13 plan payment is made at the time of filing. Mortgage payments resume the month of filing. After the 341/confirmation hearing your payment will be made to the Trustee.	\$300.00	
Credit Counseling fee for services through Bkcert.com and Financial Literacy	\$40-\$50	
F. Total Fees & Costs		
G. Cost after case is filed: Debtor Education Bkcert.com and Financial Literacy	\$40-\$50	

Privacy Policy:

The nature of our legal representation of you requires that we obtain, save, and provide to the bankruptcy court, sensitive information regarding you, including your Social Security number. Consistent with the requirements of the Court, we take every possible measure to safeguard your sensitive personal data. Our staff is trained in maintaining the privacy of your files and documents. All documents with any identifying information is shredded or returned to you when you prepare your petition with the attorney.

REMINDER TO CLIENTS – DEBTOR EDUCATION after your case is filed:

After you file the bankruptcy case, you will be required to take a **“Debtor Education” Class** before you will be entitled to receive a discharge of your debts permanent court order. It is your obligation to take this class after the case is filed and to get the certificate to us. ***If you do not satisfy this requirement***, you will be denied a discharge and your creditors may be able to collect their debts from you. It can be filed after the bankruptcy case closes but you will have to pay the filing fee a second time and we will have to file a motion to reopen the case to file it. The total cost to you is 600 if you forget to take this class we recommend that you take the class as soon as it is filed. Remember to appear for your hearing with a photo id and social security card or your hearing will be continued and in some cases your case may be dismissed for the failure to produce documents.

I agree that I received a copy of this document, reviewed it, understand it, and agree to it.

Date: _____

Client

Date: _____

Client

Agreed.

Date: _____

Nick C. Thompson, Attorneys

Clients name _____

Address _____

Phone _____

Email address _____