



DEBT ASSISTANCE INITIAL CONSULTATION AGREEMENT

- Client Seeks Advice.* The Client desires to obtain advice with debt issues and relief from debt. Client understands that in order for the attorney to give meaningful advice, certain detailed financial information must be provided fully and accurately. Client agrees to give accurate, full and fair disclosure of financial information. Client therefore promises to provide complete and truthful answers to the Pre-Bankruptcy Screening Questionnaire attached to this agreement.
- Attorney Provides Advice.* The Attorney agrees to interview the client and give advice and counsel to assist the client in making decisions about debt problems, the possibility of filing bankruptcy, selecting the appropriate chapter of bankruptcy, and how a bankruptcy case may help or hurt the debt problems of the client. The interview may be terminated at any time by either the attorney or the client.
- Initial attorney fees are as follows; for the initial 30 minute consultation: no charge. In the event time spent goes beyond 30 minutes then \$195 per hour (or the highest rate permitted by the court not to exceed \$195 per hour). In the event client decides to file for bankruptcy relief and attorney agrees to be retained then the fees to be subsequently paid shall supersede this initial consultation agreement and be subject a written fee agreement to be signed. No representation until Agreement is so executed.
- ALL INFORMATION PROVIDED BY CLIENT WITH A BANKRUPTCY PETITION MUST BE COMPLETE, ACCURATE, AND TRUTHFUL. ALL ASSETS AND LIABILITIES ARE REQUIRED TO BE COMPLETELY AND ACCURATELY DISCLOSED IN THE DOCUMENTS FILED TO COMMENCE THE CASE. REPLACEMENT VALUE OF EACH ASSET DEFINED IN TITLE 11 UNITED STATES CODE SECTION 506 MUST BE STATED IN THOSE DOCUMENTS WHERE REQUESTED AFTER REASONABLE INQUIRY TO ESTABLISH SUCH VALUE. INFORMATION PROVIDED DURING THE CASE MAY BE AUDITED AND FAILURE TO PROVIDE SUCH INFORMATION MAY RESULT IN DISMISSAL OF THE CASE OR OTHER SANCTION, INCLUDING A CRIMINAL SANCTION.
- Client acknowledges receipt of papers entitled: IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES, Disclosures 527(a) to (c), Notices under 342(b), Documents under 528(a), Fee Disclosure, Gift Letter, Privacy Policy, Means Test Worksheet, the MRPC Informed Consent Notice, and Fee Agreement.

Client(s): x _____ x _____ Phone _____

Print Names: _____

Address: _____ City, Zip _____

Attorney: _____ Office: _____

Date: _____ Source _____

David W. Garrett & Associates, P.C. Offices in Muskegon, Newaygo, and Big Rapids (800) 747-6655



“SNAPSHOT OF FINANCES”

Estimate your total:

- 1. Credit Card Debt \$ _____
- 2. Medical Debt \$ _____
- 3. Repo Debt \$ _____
- 4. Personal Loans \$ _____
- 5. Debt to Family \$ _____
- 6. Child Support Arrears \$ _____
- 7. Furniture/Jewelry Debt \$ _____
- 8. Tax Debt \$ _____
- 9. Student Loan Debt \$ _____
- 10. 401K Loan \$ _____
- 11. Toy Debt (Boat, Quad, etc...) \$ _____
- 12. Other _____ \$ _____

Total Amount Financed?

- Home Mortgage \$ _____
- Second Mortgage \$ _____
- Current Home Value \$ _____
- Type of Home _____
- Vehicle Loan #1 \$ _____
- Vehicle Loan #2 \$ _____
- Other Real Estate \$ _____

Office Notes:

Estimate your:

My Income: _____

Questions:

- 1. Ever filed bankruptcy before? _____
- 2. Being sued or garnished? _____
- 3. Current on house payments? _____
- 4. Number of persons in household? _____



SERVICE QUESTIONNAIRE

Yellow Pages Clients use Most:

- SBC Ameritech Grand Rapids
- SBC Ameritech Big Rapids
- SBC Ameritech Muskegon
- SBC Ameritech Newaygo
- Yellow Book Big Rapids
- Yellow Book Newaygo
- Tri County PDS
- Verizon Muskegon
- Yellow Book Muskegon

NOTES:



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Client(s): x _____ x _____ Phone _____

Print Names: _____

Address: _____ City, Zip _____

Attorney: _____ Office: _____

Date: _____ Source _____

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“Now and Then. Over 15 years in Practice.”

Welcome to Garrett Law Offices. Perhaps you've lost a job, been crushed with medical debt, been recently divorced, or you just can't manage your high-interest credit card debt and the pressure is too much. For whatever reason, we can discuss your options and explain how you can find protection under the debt relief laws. There are two kinds of bankruptcy which are the most common; Chapter 7 and Chapter 13. In addition, there is the credit counseling option which you can investigate.

On October 17, 2005 the Bankruptcy Laws were changed substantially. However, it is still possible to obtain a discharge of your debt. It just may take longer, cost more, and take extra persistence. Congress has added many requirements including taking a debt management course, participating in a credit counseling briefing, and requiring more documentation about your finances. Don't be discouraged. At Garrett Law Offices we have developed procedures and secured resources to ease the way. For example, if you discover you're eligible for and interested in filing for Chapter 7 relief we have put together a Seven Step plan for doing so. Many of the steps can be done right in our office with our assistance. Or, you can do many of them at home. In addition, we have developed a variety of payment plans you can use to spread out the cost and pay for the bankruptcy.

David Garrett



GIFT LETTER

I give the sum of \$_____ to _____. I make this gift without requesting or expecting repayment in cash, in trade, or otherwise. It is my own desire to make this gift. My relationship with the individual to whom I am making this gift is as follows:

I understand my gift may be used towards a bankruptcy filing or other form of debt relief.

I make the above statements truthfully, without any "side deals", just because it is my desire to do so. I knowingly make the above statements under the penalty of perjury.

Dated: _____

Signature: _____

Printed Name: _____

Phone Number: _____



IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES FROM AN ATTORNEY OR BANKRUPTCY PETITION PREPARER

If you decide to seek bankruptcy relief, you can represent yourself, you can hire an attorney to represent you, or you can get help in some localities from a bankruptcy petition preparer who is not an attorney.

THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO FOR YOU AND HOW MUCH IT WILL COST.

Ask to see the contract before you hire anyone. The following information helps you understand what must be done in a routine bankruptcy case to help you evaluate how much service you need. Although bankruptcy can be complex, many cases are routine. Before filing a bankruptcy case, either you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations.

To file a bankruptcy case, documents called a Petition, Schedules, and Statement of Financial Affairs, as in some cases a Statement of Intention need to be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the bankruptcy court. Once your case starts, you will have to attend the required first meeting of creditors where you may be questioned by a court official called a "trustee" and by creditors.

If you decided to file a chapter 7 case, you may be asked by a creditor to reaffirm a debt. You may want help deciding whether to do so. A Creditor is not permitted to coerce you into reaffirming your debts.

If you choose to file a chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with preparing your chapter 13 plan and with the confirmation of your plan which will be before a bankruptcy judge.

If you select another type of relief under the Bankruptcy Code other than chapter 7 or 13, you will want to find out what should be done from someone familiar with that type of relief.

Your bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in bankruptcy court, but only attorneys, not bankruptcy petition preparers, can give you legal advice.



THE FOLLOWING DISCLOSURES ARE MADE TO ALL CLIENTS
AND POTENTIAL CLIENTS

You may wish to investigate the services of a credit counseling agency. Among the types of services generally offered: free counseling, personal budget and action plan, lower interest rates, waive fees, and stop collection calls, consolidate payments into one convenient deposit. A person may first choose to seek credit counseling before considering bankruptcy. Credit counseling is a service designed to assist a person with debts by budget counseling, negotiation with creditors and proposal of a debt management plan. In order to be successful with a debt management plan through a credit counselor, the person would need to make enough money to make regular and substantial payments on debts. With a debt management plan, debt payments may be reduced and interest may be reduced or waived, but bankruptcy relief is usually more dramatic and may be appropriate if a debt management plan with a credit counseling agency is not possible or will not benefit the client. A credit counseling briefing by an approved non-profit credit counseling agency is **REQUIRED** before a person may file a bankruptcy case.

ALL INFORMATION PROVIDED BY CLIENT WITH A BANKRUPTCY PETITION MUST BE COMPLETE, ACCURATE, AND TRUTHFUL. ALL ASSETS AND ALL LIABILITIES ARE REQUIRED TO BE COMPLETELY AND ACCURATELY DISCLOSED IN THE DOCUMENTS FILED TO COMMENCE THE CASE. REPLACEMENT VALUE OF EACH ASSET DEFINED IN TITLE 11 UNITED STATES CODE SECTION 506 MUST BE STATED IN THOSE DOCUMENTS WHERE REQUESTED AFTER REASONABLE INQUIRY TO ESTABLISH SUCH VALUE. INFORMATION PROVIDED DURING THE CASE MAY BE AUDITED AND THAT FAILURE TO PROVIDE SUCH INFORMATION MAY RESULT IN DISMISSAL OF THE CASE OR OTHER SANCTION, INCLUDING A CRIMINAL SANCTION.

As part of your case, you must value your assets, determine your current monthly income, determine your disposable income, complete a list of creditors, determine what property is exempt, and determine how to value your exempt property. Your attorney will make reasonable inquiry in an effort to assist you but only you are in the best position to fulfill these requirements. You can value your assets by reviewing tax records, hiring an appraiser, talking to real estate agents, looking on the internet, and the like. You can determine your current monthly income by reviewing your payroll records, bank records, business reports, government or insurance correspondence and the like. You can determine your disposable income by subtracting your average monthly income from your average monthly expenses. You can complete a list of your creditors by pulling a credit report, assembling your bills, reviewing your records, and the like. You can determine what property is exempt by applying that portion of the bankruptcy law which provides for exemptions to each item of property you own. You can determine the value



an item of your exempt property by subtracting any secured debt attached to it from its value. Current monthly income, the amounts specified in section 707(b)(2), and, in a case under chapter 13 of this title, disposable income (determined in accordance with section 707(b)(2)), are required to be stated after reasonable inquiry.

A PERSON WHO KNOWINGLY OR FRAUDULENTLY CONCEALS ASSETS OR MAKES A FALSE OATH OR STATEMENT UNDER PENALTY OF PERJURY IN CONNECTION WITH A CASE UNDER TITLE 11 (THE BANKRUPTCY CODE) SHALL BE SUBJECT TO A FINE, IMPRISONMENT, OR BOTH. ALL INFORMATION SUPPLIED BY A DEBTOR IN CONNECTION WITH A CASE UNDER TITLE 11 IS SUBJECT TO EXAMINATION BY THE ATTORNEY GENERAL.



B 201 (04/09/06)

UNITED STATES BANKRUPTCY COURT

**NOTICE TO INDIVIDUAL CONSUMER DEBTOR UNDER § 342(b)
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case. You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation (\$245 filing fee, \$39 administrative fee, \$15 trustee surcharge: Total fee \$299)

1. Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

2. Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

3. The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

4. Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$39 administrative fee: Total fee \$274)

1. Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.



2. Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

3. After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1000 filing fee, \$39 administrative fee: Total fee \$1039)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$39 administrative fee: Total fee \$239)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521 (a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court.

Certificate of [Non-Attorney] Bankruptcy Petition Preparer

I, the [non-attorney] bankruptcy petition preparer signing the debtor's petition, hereby certify that I delivered to the debtor this notice required by § 342(b) of the Bankruptcy Code.

Printed name and title, if any, of Bankruptcy Petition Preparer

Social Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person, or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address:

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Certificate of the Debtor

I (We), the debtor(s), affirm that I (we) have received and read this notice.

Printed Name(s) of Debtor(s)

Signature of Debtor Date

Case No. (if known)

Signature of Joint Debtor (if any) Date



DAVID W. GARRETT AND ASSOCIATES, P.C.'s PRIVACY POLICY

Many Attorney's, like all providers of personal financial services, are now required by law to inform their client of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, we have always protected your right to privacy.

Types of Nonpublic Personal Information We Collect:

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization.

Parties to Whom We Disclose Information:

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to unrelated third parties who need to know that information to assist us in providing services to you. In all such situations, we stress the confidential nature of information being shared.

Protecting the Confidentiality and Security of Current and Former Clients' Information:

We retain records relating to professional services that we provide so we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions, because your privacy, our professional ethics, and the ability to provide you with valuable financial services are very important to us.

DAVID W. GARRETT AND ASSOCIATES, P.C.

David W. Garrett



MRPC Informed Consent Notice

Dear Visitor(s)

Thank you for visiting Garrett Law Offices. You have sought counsel from me for the following matter.

Bankruptcy and Debt Relief Agency Services

I wanted to confirm to you in writing my "oral informed consent" that you have **not** hired me to represent you as your attorney. In addition, I have not provided you with any specific advice but only discussed the law which may apply to you, if at all, in a general way. We nevertheless discussed certain legal and practical deadlines you may face and certain legal remedies you may pursue. Moreover, we reviewed the material advantages and disadvantages of your proposed course of conduct and your options and alternatives. Furthermore, you have been afforded a reasonable opportunity to consider the risks and alternatives and to raise questions and concerns. You are; of course, welcome to seek the advice of other counsel.

Should you change your mind please schedule another appointment. This notice was provided to you at our consultation today.

David Garrett (800) 747-6655
Attorney at Law/Debt Relief Agency



Debt Relief Agency Services Agreement
 (Multi-part Limited Attorney/Client Fee Agreement)

Client(s) _____
 Address _____
 City, County, State _____ ZIP _____
 Phones _____
 Location _____ Source _____

The term "client" as used herein means "client" or "clients" and also "assisted person" or "assisted persons" as defined in the Bankruptcy Reform Act of 2005. The term "attorney" means "Debt Relief Agency" as also defined under the Act.

Client promises to cooperate with attorney in the preparation of client's case as set forth below. Cooperation includes truthfully and promptly completing any questionnaires, worksheets, or on-line data entry programs offered to client by attorney. Such cooperation also includes obtaining, making copies, and promptly delivering to attorney any documents, appraisals, title examinations, or photographs requested by Attorney. Cooperation also includes tendering timely payment for each part below. Finally, cooperation means complying with any other relevant requests made by attorney, the bankruptcy trustee, court, or other authority during Client's case. Client further accepts responsibility to determine and timely notify attorney verbally and in writing of any foreclosure sale date and to verify completion of the filing process prior thereto in the event a Chapter 13 case is to be filed in an effort to stop the foreclosure. Failure to so cooperate as set forth herein is a material violation of this agreement and may result in a suspension or termination of attorney's representation. Client is further willing to waive the attorney/client privilege in the unlikely event Attorney is called upon to explain any potentially untrue representations client may make in the course of client's case to a trustee, the court, or other authority.

Client acknowledges billing is hourly and the estimates provided herein are not to be considered a "cap" or fixed price as each case may vary. To expedite fulfilling client's request for relief and the immediate benefit of attorney's strategic judgment and experience, attorney has or will set aside sufficient blocks of time on attorney's next available case preparation days for work on client's case and refuse additional clients which might demand such time. Therefore, client agrees any payment made to attorney is non-refundable. Legal services are provided on an hourly basis. The office rate is the maximum allowed for this type of case but not more than \$195 per hour and may be adjusted periodically. In addition, client will be responsible for any out-of-pocket costs Attorney may incur on behalf of client such as copying costs, travel expenses, filing costs, costs with third party vendors, and the like. Client acknowledges that fees for bankruptcy services may not be borrowed. Any amount tendered which is obtained from a third party must be accompanied by a signed letter indicating the funds are a gift to client without obligation of repayment. Otherwise, the funds are assumed to have been earned or received as a benefit by client.

Representation for appeals, bankruptcy Adversary Proceedings, bankruptcy conversions, any



contested bankruptcy issues, for matters beyond the beyond the scope of a routine bankruptcy, and for matters contemplated after the filing of the bankruptcy under Lamie v US Trustee, S.Ct. 1023 (2004) will require an additional retainer and fee agreement be signed. In Chapter 13 cases the agreed upon fee for all pre-confirmation services is \$2600.00 unless attorney provides an itemized statement for more or less to the bankruptcy court for approval. Client authorizes trustee to release from escrow unpaid attorney's fees in unconfirmed cases. In Chapter 7 cases the agreed upon retainer, unless otherwise agreed in writing, is \$1475.00 exclusive of filing fees and costs. Representation does not include adversary proceedings and post-closure work. Missed appointments, clients lack of preparation, post-filing work, etc. is additional.

Invoices and Statements showing the accrued payments and the balance owing will be sent to client periodically. Balances are due and payable on receipt. Payments are applied first to attorney's actual and anticipated attorney's fees and then to costs such as filing fees. Client acknowledges failure to timely pay as provided herein is a breach of this agreement and may result in the termination of services. *Client's failure within three months to pursue bankruptcy relief and file such case with the court for any reason will indicate client sought consultation only and enable attorney to close client's file retaining all sums paid to date. The case may be reinstated in attorney's sole discretion with a reinstatement fee.*

Client acknowledges there are risks and unforeseen consequences in filing for bankruptcy relief as there is in any litigation. For example, not all debt thought dischargeable and not all property thought exempt may be as hoped due to a question of valuation or the changing state of the law. In other words, Attorney cannot guarantee the outcome. At the conclusion of client's litigation, client is entitled at client's expense and upon written request to copies of client's file except for attorney's notes and unpaid work-product. If client leaves all or part of the file in attorney's possession the attorney has authority to destroy client's file two years after the case is completed. By signing this agreement client agrees with this file retention policy.

Client acknowledges that client has received a copy of this agreement and read and agreed to its terms. Client further acknowledges client has the right to seek independent counsel for advice prior to signing this agreement or any part thereof.

Attorney's Fee: \$ _____

Filing Fee: \$ _____

Fees to others: \$ _____

Paid Today: \$ _____

Date: _____

 Client signature

 Client Signature

Attorney/Debt Relief Agency: _____