

TERMS AND CONDITIONS - BANKRUPTCY

These terms and conditions are part of your written fee agreement. If you disagree with any of these terms, you **MUST** notify The Wollard Law Firm, PC within three business days.

Typical bankruptcy preparation. The typical bankruptcy will involve an initial consultation. There would then be a meeting for the client to drop off the worksheet and supporting documents and pay the initial payment (cash, cashiers check or money order) if not already paid. A third meeting would then be scheduled to sign your bankruptcy paperwork. The balance of your fee will be due at that time (cash, cashiers check or money order). In chapter 13 bankruptcies all fees not paid prior to filing will be paid through the plan, unless other arrangements are made. Any fees not paid through the plan will be due at the time of dismissal.

Cash, Money Order or Cashiers Check. All payments should be made via cash, money order or cashiers check. If you pay via personal check I will deposit the check but will not do any work based upon that payment until the check has cleared which can take up to 18 days.

Services to be provided. For Chapter 7 bankruptcy the fee covers one meeting to turn your paperwork in, preparation of your paperwork, a meeting to sign your paperwork, filing of original bankruptcy petition, necessary schedules, necessary statements, list of creditors and appearance of the attorney at the initial meeting of creditors.

For Chapter 13 bankruptcy this fee covers one meeting to turn your paperwork in, preparation of your paperwork, a meeting to sign your paperwork, filing of original bankruptcy petition, necessary schedules, necessary statements, plan (from the information you provide), Chapter 13 Information Sheet with copies of recent paystubs or other income verification as needed, reviewing the Motion and Order Allowing Claims and appearance of the attorney at the initial meeting of creditors and preparing and filing **non-contested** paperwork to confirm the Chapter 13 plan.

CHAPTER 7 AND 13:

ADDITIONAL FEES THAT MAY BE INCURRED PRIOR TO BANKRUPTCY BEING FILED.

Chapter 7 clients must pay these fees prior to their bankruptcy being filed. The fee will be added to the plan of Chapter 13 clients:

ADDITIONAL MEETINGS WITH CLIENTS. The quoted fee includes our initial meeting, the meeting to turn in your paperwork, and the meeting to sign your paperwork. You will be billed for any additional meetings.

INCOMPLETE PAPERWORK. The quoted fee assumes that you will provide all the information necessary to prepare your bankruptcy in a timely manner. If you have questions while preparing the paperwork please call or email us, you will not be billed for these inquiries (within reason). After you turn your paperwork in we will make one written request for any additional paperwork needed. You will be billed for any additional efforts to collect the information.

UNREASONABLE DELAY. You will be billed for time that is spent dealing with creditors, or amendments to your paperwork, caused by unreasonable delays in getting your paperwork filed. We will take phone calls from your creditors upon payment of your initial retainer, if your paperwork is not turned in to me within 14 days you will be billed for the time spent stalling your creditors. Your paperwork must be accurate when filed. If your paperwork must be updated due to delays on your part you will be billed for time spent amending your paperwork (Typically I will expect my clients to sign their paperwork within 30 days of turning it in.)

LARGE NUMBER OF CREDITORS. There will be an additional fee of \$5.00 for each creditor over 50.

FILING FEES. There is a \$299.00 filing fee for chapter 7 and \$274.00 filing fee for chapter 13.

ADDITIONAL FEES THAT MAY BE INCURRED AFTER THE BANKRUPTCY IS FILED. In Chapter 7 cases a retainer, equal the estimated cost of completing the task, will be required prior to services being rendered. In some circumstances it will be necessary to provide the services prior to the retainer being paid, if no retainer is paid or it is insufficient to cover the cost of the work, the fee is due immediately upon billing:

341 MEETINGS. An additional fee will be charged if the client does not appear at the first scheduled meeting or it is necessary to continue the meeting. A fee of \$50 plus actual costs of mailing notice and mileage will be charged for the first missed/rescheduled meeting and \$100 plus actual costs of mailing and mileage will be charged for the second and subsequent missed/rescheduled meeting.

AMENDMENTS TO PAPERWORK FILED WITH THE COURT. In addition to any filing fee (currently \$26.00), the client will be billed for any amendment to paperwork filed with the court. This includes but is not limited to adding creditors, amending budget, amending assets/exemption schedules, statement of financial affairs and Chapter 13 plans.

CONTACT WITH CREDITORS. You will not be charged for providing creditors (that you have listed in your bankruptcy) with information about the petition, schedules, Statement of Financial Affairs, Statement of Intent and Plan. However, other interaction with your creditors will be billed to you. You will be billed for time dealing with creditors that you have omitted from your bankruptcy paperwork. There are no guarantees that creditors will comply with the bankruptcy laws, if it is necessary to inform creditors about your rights or otherwise force them to comply with the bankruptcy laws you will be billed for time spent on those matters.

GARNISHMENT. Any funds garnished prior to the bankruptcy and subsequently recovered will be first applied to any unpaid filing fee, then to any unpaid attorney fees, the balance being paid over to the client.

MOTION TO AVOID LIEN. \$675.00 retainer for motions to avoid judgment liens, billed hourly at \$250 per hour.

ADVERSARY ACTIONS. In agreeing to represent the client in the preparation of the

bankruptcy the attorney does not agree to represent the client in any subsequent adversary action. Minimum required retainer for representation in an adversary is \$2500.00. Except IRS matters in which the debtor is the plaintiff in which case the retainer is \$750.00. Hourly rate of \$250 applies.

AUDITS. The U.S. Trustee's office audits approximately 1 in 200 bankruptcy cases. The time and cost of responding to any audit is not included in the base fee and will be billed at a reduced hourly rate of \$150 per hour.

DEPOSITIONS. A party may schedule your deposition. Responding to requests for information or appearing at a deposition is not covered by the base bankruptcy fee and will be billed at \$250 per hour.

ASSUMPTION OF LEASE. Work done on leases will be billed in addition to the base fee at \$250 per hour.

TRUSTEE. The trustee may request information that was not required to be provided at the time of filing (e.g., verification of property values, verification of expenses, or documents regarding transfers) or not issue a No Asset Report. Time spent dealing with the trustee is not included in the base fee and will be billed at a reduced hourly rate of \$150.

EXEMPTIONS. The base fee does not include responding to objections to exemptions which will be billed at \$250 per hour.

CREDIT REPORTS. I do not guarantee debts included in your bankruptcy will be accurately reported on your credit report.

CHAPTER 7 ONLY:

REAFFIRMATION AGREEMENTS. There will be a \$150.00 fee for each debt you wish to reaffirm. The fee covers the preparation of the reaffirmation agreement or approval of a reaffirmation agreement prepared by the creditor. In order to be valid, the reaffirmation agreement must be approved by the creditor and filed with the court. I make no guarantee that the creditor will agree to the reaffirmation agreement or that it will be filed with the court in a timely manner (occasionally the debtor or creditor doesn't return the agreement to my office in time to allow it to be filed with the court prior to discharge).

REDEMPTION. There will be a \$675.00 fee for each debt you wish to redeem payable before the Motion to Redeem will be filed.

CHAPTER 13 ONLY:

All fees not paid prior to filing will be paid through the plan, unless other arrangements are made. These cases extend for a period of 36 to 60 months, it is difficult to anticipate what additional services might be needed, I reserve the right to require assurances my fees will be paid before additional services are provided. If paying my fee in the Chapter 13 will extend your plan beyond 60 months I

reserve the right to include in the discharge order that my fee survives the plan and you will be responsible for paying those fees after your Chapter 13 has been completed.

OBJECTIONS. Responding to any objection will be billed in addition to the base fee.

DISPUTES OVER VALUES. You will be billed in addition to the base fee to handle any disputes regarding the value of property of the estate.

PRE-CONFIRMATION PROTECTION ORDERS. You will be billed in addition to the base fee for preparation or review of adequate protection orders for pre-confirmation payments.

SHORT FILINGS. Short filings usually include filing only the petition and list of creditors. Therefore this requires our office to send a copy of your initial plan to all creditors in your case. This service is not covered by the base fee and you will incur hourly fees as well as expenses for sending your plan to all creditors.

REQUESTING ATTORNEY FEES IN THE BANKRUPTCY. All requests for attorney fees submitted to the Chapter 13 Trustee will be billed in addition to the base fee.

POST CONFIRMATION WORK. All work done on your case after the plan has been confirmed will be billed in addition to the base fee.

MOTIONS. Any motion filed in your case will be billed in addition to the base fee.

BUDGET REVIEWS. If your plan is a "best efforts" the Trustee will review your budget periodically to determine if your payment should change. You have the option to prepare the budget review on your own however if you want my office to review and prepare your budget review information you will be billed in addition to the base fee.

BILLING PROCEDURES

HOURLY FEE. The above quoted fees are based upon the estimated time to do the task; clients will be billed based upon the actual time spent. Any services provided that are not contemplated by this agreement will be billed at an hourly rate of \$250.00 per hour (unless stated otherwise) for attorney services and \$75.00 per hour for paralegal services. The minimum billing for any service (including but not limited to, phone calls, letters, or meetings) is two-tenths (.20) of an hour, additional time beyond two-tenths will be billed at one-tenth (.10) of an hour.

EXPENSES. Expenses including court fees, long distance charges, postage, copies at 10 cents per page and faxes at 20 cents per page, will be billed to the client.

CREDIT REPORTS. If you would like our office to order your credit report for you there will be a fee of \$50.00 per report. This fee will cover the ordering of a merged credit report from the three major credit reporting agencies as well as our time for this service. If this fee is paid by personal check then the credit report will not be ordered until the funds have cleared.

ADDITIONAL COPIES OF PAPERWORK. You will be supplied one complete copy of your

bankruptcy paperwork. You will need to keep these for your records. Additional copies of any paperwork will be a flat fee of \$50.00.

RETURNED CHECKS. Clients who have checks returned due to insufficient funds will be charged a \$40.00 fee. Future payment will only be accepted in the form of a money order or cashier's check.

INTEREST. Account balances will accrue at an interest of 12% per annum.

LIENS. Attorney is to have all general, possessory, or retaining liens as are necessary to protect and insure payment of his fees hereinabove stated upon any judgments, papers, records or claims possessed by client.

FILE OWNERSHIP. The paperwork you submit (other than original paystubs and tax returns), any correspondence received or sent, motions received, drafted or filed, petition, schedules and plan, and any copies thereof are the property of The Wollard Law Firm, PC.

PAYMENT. Fees for additional services in Chapter 7 bankruptcies are due immediately and will begin accruing interest in 30 days and are subject to being turned over to collection. Fees for Chapter 13 bankruptcies will be paid through the plan. If the case is dismissed or discharged any unpaid fees are due immediately.

In the event of a substitution, withdrawal or termination of attorney, for any cause whatsoever, client agrees to pay attorney before requesting transfer of his files/records, the reasonable value of attorney's services performed to date of such substitution, withdrawal or termination, notwithstanding any previous fee arrangement to the contrary, at attorney's standard hourly rate then in effect, together with interest thereon at the highest lawful rate.

Attorney reserves the right, for good cause, to withdraw and terminate as attorney for client, and client agrees to pay attorney in accordance with this agreement.

POWER OF ATTORNEY. During the bankruptcy you give the attorney the right to sign, on your behalf, any paperwork that would be in your best interest with regards to the bankruptcy. This would also include, but is not limited to, any checks that would be received on your behalf by my office. I will only endorse those checks which the client has a balance owing to my office. The check will first be applied to the balance and the remaining amount will be refunded to the client. These rights also are in regards to any adversary action for which I choose to represent you in.