

POLK & ASSOCIATES

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RETAINER AGREEMENT

Purpose. Client is hiring Firm to prepare a bankruptcy case to be filed with the Bankruptcy Court.

Price. Client agrees to pay Firm the Standard Fee of:

\$2305 (1999+306) for a Chapter 7 bankruptcy or \$781 (500+281) to start a Chapter 13 bankruptcy.

The amount above includes the other charges that are part of all bankruptcy cases, such as the court filing fee, the credit report fees, credit counseling fee and financial management fee. In a Chapter 13 case, the total fee is set by or approved by the Bankruptcy Court and can vary by judge and by type of case. An additional \$2,500 is the minimum amount that will be requested and is the amount typically approved by the Bankruptcy Court, which works out to an average of \$42 per month if spread over 60 months.

All fees must be paid before Firm will file the case and all amounts paid are nonrefundable. Creditors may continue collection activities until the case is actually filed.

Client's Duties. Client must: 1) complete the Client Questionnaire by fully and truthfully responding to each and every question; 2) provide all requested documentation and fully cooperate with Firm's requests; 3) promptly and completely disclose all information which may affect Firm's representation, including updated financial information, and any change of address, phone or email.

Firm's Duties. The court already has defined what is included in the Standard Fee:

- All conferences with Client, including responses to Client's inquiries (typically via email);
- Preparation of the case documents (Petition, Schedules, and Statement of Financial Affairs) from the information provided to Firm in the Client Questionnaire;
- A motion to continue or impose the stay;
- Representation of Client at the Section 341 meeting, the pre-hearing conference and the confirmation hearing;
- Representation of Client on up to two motions regarding the automatic stay (except for any evidentiary hearing);
- Representation of Client on motions to dismiss, motions to avoid liens and judgments, one motion to reinstate the case, and motions for an exception to mandatory wage directives.
- Preparation of documents and notices, including submissions for Trustee recommendation, and attendance at all hearings and/or pre-hearing conferences, including: (i) Suggestion(s) of bankruptcy, and filing same in the appropriate courts; (ii) Requests for plan payment deferrals; (iii) Motions for emergency refund of plan payments; (iv) Objections to claims and/or the TRCC; (v) The plan and plan documents; (vi) The AAPD; (vii) Notices to creditors, where appropriate, explaining the automatic stay; (viii) Communications and negotiations with the Internal Revenue Service; (ix) Communications to Client explaining the Trustee's annual or semi-annual report; (x) Motions to extend the time to file paperwork; (xi) Requests to reset the meeting of creditors (if due to justifiable reason, otherwise a fee will apply); (xii) Amending schedules and statement of financial affairs; (xiii) Case-related correspondence (typically via email); (xiv) Motions to convert the case (but the rest of the fee must be paid in full if converting from Chapter 13 to Chapter 7); (xv) Motions to dismiss the case; (xvi) Motions regarding the manner of attendance at the meeting of creditors; and (xvii) Interlocutory orders;
- Wage order review, budget consultations and Client's disclosure required by the bankruptcy code;
- Taking all reasonable steps to assist Client in receiving a discharge of Client's debts; and
- Other miscellaneous normal, customary services, including correspondence with Client (typically via email), communication with the Trustee's office, and communication with the Clerk.

Additional Services and Providers. For any service performed in addition to those stated within this document, Client may incur additional legal fees and costs. Such services can include representation in contested discharge matters, adversary proceedings and Trustee audits. Any additional services are payable in advance unless presented to the court via fee application

and will be performed at the then-current billing rate or thirty-three percent of the total recovered, whichever is greater. Failure of Client to pay additional fees is sufficient grounds for Firm to terminate its representation of Client. The execution of this contract does not bind Firm to represent client in any matter outside this bankruptcy and Firm, not Client, has the sole discretion in electing to pursue or not pursue any violations of the automatic stay, the discharge injunction, or laws governing collection practices and credit reporting. Firm may use outsourced legal and administrative support services, some providers of which may be located outside the United States. By retaining Firm, Client consents to the use of such service providers. Client authorizes Firm to disclose information that is protected by the obligation of confidentiality and by attorney-client privilege in the course of using these services. Firm has carefully chosen the service providers with which it works, and they are bound to Firm by contractual obligations of confidentiality. Firm also ensures that all service providers have not performed services for any parties adverse to Client. Firm will review the work provided by Firm's support providers and verify that it is accurate, relevant and complete.

Non-Dischargeable Debts. Client understands that certain debts cannot be discharged via bankruptcy, including:

- Taxes and debts incurred to pay off non-dischargeable taxes;
- Debts obtained by false pretenses or fraud;
- Debts that could have been listed in a prior bankruptcy, but were omitted;
- Domestic support obligations, including alimony, maintenance, support and property settlements;
- Willful and malicious injuries;
- Student loans;
- Injuries caused by drunk driving; and
- Restitution.

Client understands and accepts that Firm has made no promises or guarantees concerning the outcome of this case.

Termination. Client authorizes Firm to destroy Client's file after Firm's representation terminates. Firm's representation will terminate at the conclusion of the bankruptcy case (discharge or dismissal). Firm may terminate earlier if Client fails to cooperate, fails to timely pay fees to Firm, fails to act or take meaningful activity towards filing the case Firm is preparing, or fails to timely pay the Trustee fees in their Chapter 13 case. *Client may terminate Firm at any time.* Notice to Clients: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information please call 1-800-932-1900. This is a toll free phone call.

Down Payment and Payment Arrangements. The receipt of \$ _____ is hereby acknowledged as a payment on the attorney fees associated with the case and the consultation(s). Client may take up to six months to pay the remainder of the fee. After six months with no payments, firm may close the file. Client will tender the remaining portion of the fee:

\$ _____ due on _____, 20__	\$ _____ due on _____, 20__
\$ _____ due on _____, 20__	\$ _____ due on _____, 20__
\$ _____ due on _____, 20__	\$ _____ due on _____, 20__

Client acknowledges that he/she has read the entire agreement, understands its provisions, agrees, and accepts them.

<p>_____ Signature- Client #1</p> <p>_____ Print Name- Client #1</p> <p>_____ Signature- Client #2</p> <p>_____ Print Name- Client #2</p>	<p>Mailing Address for Communications from Firm: _____ _____</p> <p>Email Address for Communications from Firm: _____</p> <p>Date: _____</p>
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