

JASON B. COUEY, ATTORNEY AT LAW ATTORNEY FEE & ENGAGEMENT AGREEMENT

CHAPTER 7 ATTORNEY FEES & FILING FEES

MINIMUM TOTAL DUE AT 2ND APPOINTMENT IF YOU ARE PAYING YOUR FILING FEE IN INSTALLMENTS:

(Single Filer)	/	(Joint Filers/Married)
<u>\$875.00</u>		<u>\$925.00</u>

OR

MAXIMUM TOTAL DUE AT 2ND APPOINTMENT IF YOU ARE PAYING ALL OF THE FEES & COSTS IN FULL:

(Single Filer)	/	(Joint Filers/Married)
<u>\$1135.00</u>		<u>\$1,185.00</u>

CHAPTER 13 FEES & COSTS (MINIMUM due before filing)

(Single Filer)		(Joint Filers/Married)
<u>\$1133.00</u>	/	<u>\$1,153.00</u>

*****Fees and Costs may be paid with cash, personal check, cashier's check, or money order.*****

***** ALL ATTORNEY FEES ASSOCIATED WITH YOUR CASE MUST BE PAID IN FULL PRIOR TO FILING YOUR CASE WITH THE COURT. THE ATTORNEY FEE IS CONSIDERED EARNED UPON RECEIPT. NO REFUNDS. MAKE SURE YOU INTEND TO FILE A BANKRUPTCY BEFORE RETAINING OUR OFFICE*****

Attorney Fees:

- a) **CHAPTER 7 - \$800.00 (single) / \$850.00 (joint)** (fee includes bankruptcy credit report costs.)
- Individual Bankruptcy Credit Reports - **\$23.00 cost included in attorney fee above.**
 - Joint Bankruptcy Credit Reports (Married Couples) - **\$43.00 cost included in attorney fee above.**
- b) **CHAPTER 13 - \$3,000.00 plus cost of bankruptcy credit reports.**
- **Bankruptcy Credit Reports: \$23.00 for individual filers and \$43.00 for joint filers.**
 - **(\$800.00 down before filing the case, and the balance of \$2,200.00 paid over a 3 to 5-year payment plan to creditors.)** In the event the bankruptcy is contested, amended, or additional motions or hearings are required, the client may incur additional fees, depending on the type of work to be done, to be billed at the normal hourly rate of \$200.00 per hour. In these circumstances, the firm would submit an order to the Court for payment of fees out of the chapter 13 plan.
- c) **Hourly fee** - \$200.00 per hour (if needed for services not covered by the flat fee agreement. See services not covered on page 4.)

Court Filing Fees:

Chapter 7 - \$335.00 (may be paid in four (4) monthly installments to the court. The first installment is **\$75.00 at 2nd Appointment**, and balance is paid over three (3) months after filing directly to the Bankruptcy Court.)

Chapter 13 - \$310.00 (Must all be paid at 2nd Appointment)

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ATTORNEY'S DUTIES

Below are the specifics of our proposed representation. We will:

1. Meet with you to discuss your financial situation and possible solutions.
2. Provide the section 342(b)(1) notice, which sets out the purpose, benefits, and costs of filing under Chapters 7 or 13; the types of services available from credit counseling agencies; and the penalties of committing certain bankruptcy crimes, and will explain the notice to you.
3. Pull Bankruptcy tri-merge credit report from Transunion, Equifax & Experian.
4. Prepare the necessary bankruptcy petition, schedules, statement of affairs, and other documents, and review and file the bankruptcy case under the chapter you select, or which we advise you to select.
5. Prepare for and accompany you (if the Meeting is located in Spokane, WA) to the section 341 First Meeting of Creditors. If your Meeting is outside of Spokane, you must attend the Meeting on your own.
6. Assist in the amendments to the papers filed and the production of such documents as the trustee requests prior to your case closing. (Any court fees charged for amending papers shall be reimbursed by the debtor(s) and any work performed after your case has closed will be based on an hourly fee arrangement).
7. Assist you in the negotiation and execution of reaffirmation agreements that are in your best interest, are not an undue hardship, and which meet all requirements of the law.

THE FOLLOWING SERVICES ARE NOT INCLUDED IN THE FLAT FEE AGREEMENT LISTED ABOVE AND SHALL ONLY BE PROVIDED THROUGH A SEPARATE REPRESENTATION AGREEMENT OR BY SOME ALTERNATE AGREEMENT BETWEEN THE PARTIES.

(Additional work performed shall be reimbursed by the debtor(s) per the hourly fee arrangement: **Hourly Fee** - \$200.00 per hour (if needed for services not covered by the flat fee agreement. See services not covered below.)

1. Representation of the debtor(s) in any dischargeability actions;
2. Contacting your employer(s) to stop them from garnishing your wages after we file your case and/or arranging for the return of wages and/or funds in bank accounts that have been garnished.
3. Stripping judgment liens off your real property/house (**We do not search for judgment liens on your real property. Therefore, you may wish to verify that your real property is clear of any judgment liens by contacting the auditor in the county in which you reside.**)
4. Motion for Relief from Stay actions (usually occurs if you are behind on mortgage or car payments at time of filing or after filing);
5. Adversary Proceedings (Bankruptcy litigation);
6. Preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods;
7. Audits from the U.S. Trustee's Office INCLUDING 2004 Examinations;
8. Amendments to schedules and papers, where the court charges a fee;
9. Motions to sell property of the bankruptcy estate; and
10. Cases filed as non-asset cases that the Trustee assigned to your case determines are otherwise asset cases take additional time. Therefore, any time expended on assisting the Trustee with an asset case will result in additional fees at the hourly rate above.

CLIENT'(S) DUTIES - PLEASE READ CAREFULLY

- 1) You agree to furnish all information we request. The information requested will enable us to complete the papers that will be filed in your case. The information provided by you shall be **complete, accurate, and truthful**.
- 2) Provide additional names and addresses of all creditors (anyone you owe money to) not retrieved from your liability/credit report. (e.g. pay day loans, medical bills, pawn shops, title loans, family members, friends, etc.) We will retrieve your liability report for you and provide you with a list of the creditors we retrieve.
- 3) Attend the 341 First Meeting of Creditors. Approximately 10 days after filing your case, you will receive a notice from the Court advising you and your creditors of the date for the Creditors' Meeting. Failure to attend the scheduled meeting may result in a Trustee's Motion for Dismissal of your case. **Defending this Motion to Dismiss and/or having to reappear at the Meeting of Creditors will cost you an additional \$100.00 in attorney fees prior to the Court appearance, plus postage and costs of supplies to mail additional notice to your creditors.**
- 4) Sign all Reaffirmation Agreements on secured property that you wish to keep, or return the secured property that you do not wish to pay for to the creditor(s). **We do not prepare Reaffirmation Agreements. We do not request Reaffirmation Agreements from creditors. We will advise you as to whether it is in your best interest to reaffirm your secured debts. Your Creditor(s) will likely provide my office with a Reaffirmation Agreement that the creditor(s) drafts.**
- 5) **Continue making payments on all student loans, taxes, and secured property you wish to keep, such as home mortgage payments and car payments.** If you normally have your payments automatically deducted from your checking account, or if you normally make your payments online, you may have to pay through the mail to the creditor's payment address.
- 6) You must provide a copy of your last filed tax return and a copy of each bank statement for any account of any type in which your name is on, or you have an interest in. This statement shall be for the period which includes the *date of filing*. These documents must be turned to our office, in person, within a week of the 341 Meeting of Creditors. Failure to follow this timeline may result in your case being dismissed.

- 7) You must also attend in person, phone or online, a Debtor Financial Education Class and provide my office with the certificate **within 60 days after the scheduled 341 First Meeting of Creditors. Failure to comply with the 60-day rule may result in your case being closed without the order of discharge. If a Motion must be filed to extend the time to file your Debtor Financial Education Certificate, an additional fee of \$50.00 will be charged to you.**
- 8) ****If we complete your case and our office is ready to file your case, but you have not provided us with all necessary documentation to file your case, e.g. pay stubs, credit counseling certificate, etc. or for whatever reason, and we have been waiting over 3 months since we started your file, an additional \$100.00 will be needed for the additional work necessary to complete your case. The \$100.00 will be payable prior to filing your case.**

SITUATIONS THAT APPLY TO BOTH CHAPTER 7 AND 13 BANKRUPTCIES

- 1) If your Chapter 7 bankruptcy is converted to a Chapter 13 bankruptcy, or if your Chapter 13 bankruptcy is converted to a Chapter 7 bankruptcy, additional fees will be required from you prior to the conversion.
- 2) Please carefully review the creditors listed on the Creditor Matrix before we file the bankruptcy. If you have forgotten anyone, we will need to amend your filing. The Court requires a \$26.00 amending fee to add one or more creditors after your case is filed. We will charge \$50.00 to draft the amendment in addition to the Court's fee of \$26.00. This amendment is time consuming to prepare and send to the creditors, so be sure to include all your creditors.

COLLECTION AND WITHDRAWAL:

Invoices/Bills that are more than 30 days unpaid are considered past due and are subject to a finance charge of 12% per annum. If no payments have been made on bills within 30 days of receipt, we reserve the right to cease working for the client and, if necessary, to withdraw as counsel. In the event of withdrawal, the client agrees to pay for all services rendered and costs incurred. The client further agrees to pay all costs incurred to collect the amounts owed to this firm including but not limited to a reasonable sum as attorney fees, and all costs and legal expenses incurred in any collection action brought as a result of the client's refusal to pay.

The attorney's withdrawal will be in accordance with the Rules of Professional Conduct 1.15(b)(4) (permitting an attorney to withdraw from matters if the client substantially fails to fulfill an obligation to the attorney regarding attorney's

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Initial

Initial

services, and the attorney gives the client reasonable warning that the withdrawal will occur unless the obligation is fulfilled.)

Client gives and grants unto attorney a lien on any and all causes of action; proceeds and judgments for the sum due to the attorney for fees, costs and disbursements. Client authorizes attorney, with full power of substitution, to act for the undersigned in the foregoing, authority to receive any monies or property to which client is entitled and this agreement shall operate as an assignment to the attorney (to the extent of any obligations to the attorney), of any money, property, judgments, or the proceeds thereof, to which the undersigned client may be entitled.

Either the client or the firm has the right to terminate this engagement with or without cause. In the event of such termination, the client agrees to pay for all services rendered and costs incurred.

Upon termination of this engagement for any reason and full payment by the client, the firm agrees to cooperate with any successor counsel to accommodate a smooth transition of the representation.

This document represents the complete agreement between the parties and may not be modified or replaced except by a subsequent written agreement executed by the parties.

By signing below, you hereby declare that you have read the foregoing fee/engagement agreement, disclosed all applicable items and will provide all requested materials in the timeframe specified. Your signature indicates that you understand the above policies and that you as the client agree to the conditions contained herein.

CLIENT SIGNATURE
Name:

DATE

CLIENT SIGNATURE
Name:

DATE

Jason B. Couey, Attorney

DATE