



THE LAW OFFICE OF DAVID W.M. SNOW, P.C.

Retainer Agreement

Sign and Return Original to:

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P.O. Box 551
Pleasant Grove, Utah 84062

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Bankruptcy Retainer and Fee Agreement

THE FOLLOWING IS A LEGAL AND BINDING CONTRACT THAT WILL GOVERN THE RELATIONSHIP BETWEEN YOU AND YOUR ATTORNEY. IT IMPOSES RIGHTS AND OBLIGATIONS ON BOTH PARTIES. PLEASE READ CAREFULLY AND ASK QUESTIONS ABOUT ANYTHING YOU DO NOT UNDERSTAND BEFORE SIGNING.

1. The undersigned Client(s) ("Client(s)") retain The Law Office of David W.M. Snow, P.C. (referred to hereafter as "Attorney") for the purpose of filing a case under the U.S. Bankruptcy Code.

2. In all cases, the flat base fees listed below include the following services: The initial consultation, a second consultation to review the Client Information Packet (the "packet return appointment"), preparation of the bankruptcy petition, statements and schedules including review of requested supporting documentation, a third appointment to review, finalize and sign the bankruptcy petition, statements and schedules and means test analysis, a fourth appointment to prepare for the meeting of creditors, attendance at the meeting of creditors, incoming telephone contact with creditors to provide case information, up to four telephone consultations with the Client, mailing the statement of intent to secured creditors and lessors, discussion with Client regarding proposed reaffirmation agreements, correspondence with Client regarding case progress, preparing change of address notices, telephone consultation with the case trustee and the U.S. Trustee, sending notices of bankruptcy filing as appropriate and attendance at no more than one Rule 2004 examination per case.

In a Chapter 13 case, the following additional services are included: preparation of the chapter 13 plan and necessary amendments, resolution of objections to confirmation, attendance at the confirmation hearing, preparation of responses to motions when there is a valid and supportable defense (please refer to the Notice Regarding Post-petition Mortgage Payments provided to chapter 13 Clients for more information), proof of claims review, and preparation of claims objection documents.

3. Flat base fees are as follows (check all that apply):

Table with 2 columns and multiple rows detailing bankruptcy fees. Rows include: Consumer Chapter 7 (up to 30 accounts), Business Entity Chapter 7 (up to 30 accounts), Additional creditors (Consumer or Business cases), Non-Business Entity Chapter 7 involving substantial business activity or more than 50% business related debt, Chapter 13 (up front costs), Chapter 7 Cases involving income in excess of Utah Median for Client's household size or expenses in excess of IRS Guidelines, Amended Chapter 13 plans or original plans not mailed by Clerk, Financial counseling (if arranged through Attorney), Credit reports (fee required), Emergency filing and/or foreclosure pending, Amendments to Creditor Schedules (D,E,F) and matrix, Filing fees, Case Conversion, Total Fees Required Prior to Filing: \$1461.00, Retainer Paid as of date of this agreement: \$, Total remaining: \$.

4. The amount of the flat fee and the bankruptcy chapter under which the case is expected to be filed are based upon information provided on the initial consultation form completed at the Client's first interview. The bankruptcy chapter under which the case is filed and the associated flat base fee are subject to change following Attorney review of the Client's packet and/or completed bankruptcy schedules, statements and means test analysis.

5. Services other than those included in the flat fee as specifically listed in paragraph 2, above, are not included in the flat fee. There will be a \$180 per hour charge for Attorney time, and \$50 per hour for paralegal or legal assistant time, billed in six minute (one tenth of an hour) increments for any service required that is not included in the flat fee. Any additional service will require a minimum charge of \$50.00. Client acknowledges that Attorney may not be able to determine in advance of the filing whether any of these services may be required or total amount of additional fees that may be required for an additional service. Specifically, the flat fee does NOT include the following services:

- a. Searching title or lien records, conducting outside investigations (obtaining or conducting appraisals, judgment searches, credit reports, etc.),
b. Followup beyond that deemed reasonable by the Attorney necessary to complete a bankruptcy packet returned incomplete by the Client to Attorney, or
c. Services necessary to resolve issues concerning, or any action related to:
- concealment of debts or assets, valuation of property, or misrepresentation of facts,
- objections to exemptions,
- bankruptcy case audits
- Client's failure to appear when required at Court or the First Meeting of Creditors,
- recovery of property, or avoidance of liens,
- violation of or relief from the automatic stay,
- Attorney signature on reaffirmation agreements,
- the right to a discharge in bankruptcy or the dischargeability of a particular debt,
- conversion or dismissal of the case,
- purchase or sale of property, or court approval of additional debt,
- amendments or corrections to any bankruptcy document,
- negotiating or arranging for the retention, redemption, or post-discharge release of collateral,
- any other adversary proceeding, contested matter, or any other matter not already specifically provided for

(This list is intended to provide examples of services not included in the flat fee and is not inclusive.) **If any of these or other additional services do become necessary, Client agrees that a separate retainer agreement, and advance payment of additional retainer fees, may be required before services are rendered.** However, this agreement will be sufficient to provide written notice of the basis for additional fees.

6. Chapter 13 Attorney's fee are subject to court approval and are **estimated** at \$2,750.00. Fees approved over the amount paid before filing will be paid through Client's plan payments to the chapter 13 trustee. In some cases, Attorney may prepare an appropriate application seeking court approval of additional fees in excess of the \$2,750.00 estimate. These additional fees will be paid through the plan payments and may result in an increase the amount of the plan payment. Client remains liable for payment for all services rendered in a chapter 13 case dismissed prior to confirmation or before all court approved fees are paid.

7. Case Audits. The bankruptcy code requires that at least 1 out of every 250 cases and certain other cases meeting certain statistical criteria be audited to determine if any "material" misstatements or omissions have been made. If your case is selected for audit, there will be a minimum additional attorney fee of \$180. There may be additional hourly fees at the rate of \$180 per hour associated with responding to the audit.

8. Amendment fees are due at the time of amendment. Client understands that all assets and all debts must be disclosed, either in the initial bankruptcy filing or in the event of unintentional omission, by amendment. Federal law provides for serious penalties for failure to disclose all assets owned and all debts owed.

9. Client understands that all fees due under this agreement must be paid in full before Client's case is filed. Client understands that Client's bankruptcy case will not be filed until all fees are paid as required by this agreement and all necessary documents are signed. Client understands that returning the Bankruptcy Questionnaire to the Attorney does NOT by itself constitute filing bankruptcy. All payments from Client will be applied first to Attorney's fees and then to the other fees listed above and lastly, to the filing fee. If a case is dismissed, a new retainer agreement and new fees will be required. Client agrees not to use any packet materials provided by this office for any purpose other than providing this office the information needed to file the bankruptcy case.

10. Client agrees to cooperate with Attorney and to promptly supply information that Attorney deems necessary to properly file and prosecute Client's case. **Client agrees to be truthful with Attorney and to keep Attorney informed of changes in Client's address, telephone numbers, and employment status.** Attorney is not responsible for any consequences arising from Client not maintaining current contact information, not maintaining a working telephone, or not responding to contact from the Attorney.

11. Client acknowledges that neither Attorney nor Attorney's staff make any promises or guarantees about the outcome of Client's case, the impact of bankruptcy on Client's credit history or the Client's ability to obtain future credit.

12. **CANCELLATION AND REFUNDS:** Client understands and acknowledges that immediately upon execution of this agreement and payment of any portion of the required fee, services are being rendered by Attorney on behalf of Client. At a minimum, these services consist of being ready to respond to inquiries from creditors of Client, regardless of whether any inquiries are actually made or received, or whether client provides any further cooperation in preparing the case. Client agrees that if full payment of all fees due under this agreement or is not made or client fails to provide attorney with all information necessary to prepare the case filing within 270 days (approximately 9 months) from the date of this agreement, Attorney will close Client's file, in which case no further action needs to be taken or service rendered by Attorney.

All payments received will be first applied to the Attorney's fees and then to the other fees listed above and lastly, to the filing fee. If Client's file is closed or Client changes his or her mind before filing and decides to cancel this agreement, Client agrees that any funds paid to Attorney, including amounts originally intended for payment of filing fees or other fees paid shall first be applied by Attorney toward payment of the full reasonable value of services rendered at the rate of \$180.00 per hour. Client agrees that Attorney shall be entitled to a reasonable fee for services rendered at an hourly rate of \$180 per hour if Attorney discovers an undisclosed conflict of interest and is required to withdraw as Client's Attorney.

By signing this agreement Client agrees that under no circumstances shall Attorney be entitled to receive less than full reimbursement for costs incurred on behalf of client plus an amount no less than the greater of \$360.00 or \$180 for each 30 day period or portion thereof between the date this agreement is executed and the date a refund is requested. Client will be billed and payment will be due immediately if earned fees under this provision exceed amounts already paid by client. **All cancellation and/or refund requests must be in writing and mailed to P.O. Box 551, Pleasant Grove, UT 84062.** Client acknowledges that all payments are placed in Attorney's general operating funds upon receipt and are not held in trust. Refund requests may take up to sixty (60) to process and pay. **No refunds shall be given under any circumstances of any amounts paid under an installment payment plan.** All fees shall be considered earned and no refunds will be given once the case has been filed.

13. Client understands that it would be unethical for a paralegal, secretary or any other non-lawyer to recommend that Client should or should not file for the protection of bankruptcy or recommend that Client choose to file under one bankruptcy chapter over another, to the extent that such recommendation would involve the exercise of independent legal judgment. Client acknowledges that no one employed by or affiliated with the The Law Office of David W.M. Snow, P.C., other than a licensed Attorney, has made any such recommendation to the Client, and that any legal advice being relied on by the Client has been received directly from the Attorney.

14. Form of Payments: **All Attorney's fees and filing fees must be paid in full prior to filing.** If a case filing is needed less than ten days after payment, payment must be by cash, money order, or certified funds. Otherwise, The Law Office of David W.M. Snow, P.C. will accept payment by cash, personal check, money order, certified check, or cashier's check, provided that if Client's personal check is returned unpaid for any reason, Attorney will accept no further personal checks from Client and Attorney will suspend all work on Client's case until the returned check and a \$25 returned check charge is paid with cash, money order, certified check, cashier's check within five (5) days of notice of such returned check. If Client does not pay a returned check within five (5) days of notice of a returned check, Attorney is without further obligation to Client and no refunds will be given of other fees already paid. In some limited circumstances, Attorney may accept payment by post-dated check. If a post-dated check will not be honored on the date indicated on the check, Attorney will close the file, cease all work on the case, and will be without further obligation to the Client, unless and until the check is honored or satisfactorily replaced and the amount of the check paid, and a late fee of \$25 is paid in full by the Client. All checks, post-dated or otherwise, must clear and be paid by the maker's bank or financial institution prior to filing.

15. Client acknowledges that Client has read and understands all the terms of this retainer agreement. Client acknowledges having received a copy of this document, which consists of two pages. If an installment agreement is signed, it will be attached to and become a part of this agreement.

16. Client acknowledges receipt of the Notice to Client Who Contemplates Filing Bankruptcy (the statement mandated by Section 527(b) of the Bankruptcy Code), and the Instructions on Providing Information Required to File Bankruptcy (the statement mandated by Section 527(a)(2), copies of which are attached to this agreement.

Client Name

Date

Client Name

Date