

WYATT LEGAL SERVICES, PLLC

ATTORNEYS AT LAW

Contract for Legal Services – Bankruptcy

_____ Date

Client: _____ Address: _____

City: _____, State: _____, Zip: _____ Phone: _____

This is an agreement for legal services. Under this agreement, Wyatt Legal Services, PLLC, will render legal services for the client and the client agrees to pay for those services.

Term

The agreement shall run while the legal matter described herein is active. The term shall start on the date of this agreement and shall end with the date of disengagement stated in the letter of disengagement issued at the end of this matter.

Promises by Wyatt Legal Services, PLLC

Wyatt Legal Services, PLLC promises to:

- 1. Act as attorney for client** in relation to the matter described below.
- 2. Act professionally and exercise due care** as required by the Rules of Professional Conduct.
- 3. Provide client with copies of all letters, court documents, and other relevant documents** produced or received during the course of this matter. This does not include notes or research notes that are Wyatt Legal Services, PLLC's property.
- 4. Keep confidential and secret all discussions and materials.** Maintain confidentiality regarding all documents and other materials regarding client's affairs.
- 5. Continue to represent client on this matter until the matter is concluded,** unless client discharges Wyatt Legal Services, PLLC, or Wyatt Legal Services, PLLC is permitted to withdraw.

Promises by the Client

Client Promises to:

- 1. Pay all fees at the inception of the case, and pay costs and other charges rendered by Wyatt Legal Services, PLLC within 10 days** of receipt of any bill according to the following:

Costs.

Costs are any funds billed to, or expended by, Wyatt Legal Services, PLLC on your behalf for services or expenses directly related to legal representation and paid to another person, firm or governmental office. Typically, they include items such as Sheriff's fees, filing fees, fees for stenographers and experts, investigators, special legal supplies like corporate books and seals, original legal instruments for which a court or agency charges and similar types of expenditures. **As required by law, all costs are payable by the client and may not be paid by the attorney as a part of the fees collected in a case. Wyatt Legal Services, PLLC is permitted to expend funds for costs as a courtesy only and is not allowed to lend money to clients on account of costs. In this case, the initial filing fee will be \$1,039 (Chapter 11) or \$284 (Chapter 13) or \$299 (Chapter 7).**

Fees.

Fees for representation in this matter will be computed as follows:

Bankruptcy representation may be by means of a Fixed Flat fee or by means of any hourly rate supported by a retainer. Flat fees are set in limited circumstances where the scope of work is pre-defined. Payment of a flat fee is for that scope of work alone. Additional services may be charged, as authorized by the client, at hourly rates. **Payment of a flat fee is non-refundable once paid.** Payment of a flat fee is not a guarantee of winning or satisfactory resolution of the matter by the firm but it is a commitment that the scope of work defined will be performed for the fee charged without additions.

Fees in Bankruptcy are regulated by the Bankruptcy Court upon filing of the case. All consumer Bankruptcy Cases accepted by this practice are handled according to the rules of the Bankruptcy Court for the Southern District of Texas. All cases are accepted under the assumption that Chapter 7 is the proposed Chapter under which Bankruptcy Relief will be sought. The initial stages of the representation will involve the fact accumulation and document review necessary to make a determination as to the appropriate Chapter for the client to seek relief under. In the event that Chapter 7 or Chapter 13 is chosen by the client, then this fee agreement shall be for a Fixed Flat fee. In the event that Chapter 11 is chosen by the client, then the amount tendered by the client with this agreement shall be a retainer to be applied to all pre-petition activities on an hourly basis with the balance to be held by the attorney until employment and approval of the retainer are obtained by court order. Thereafter, in Chapter 11 cases, fees will be due and payable as allowed by the court.

This is a Commercial Chapter 7 engagement; therefore, the fee amount is \$_____. The terms of "Scope of Work below do not apply. The Law Firm shall perform those services reasonably necessary to representation of Client as a debtor in a Chapter 7 case before the bankruptcy court as authorized by law and by court order. **The fixed fee does not include the following services:**

- A. Representation of the Debtors in an adversary proceeding, either as a plaintiff or a defendant.
- B. Representation of the Debtors in a contested matter, the subject of which is extraordinary in the context of chapter 7 cases in the United States Bankruptcy Court hearing this matter.
- C. Representation of the Debtors in any matter in which the Court orders fee shifting pursuant to which fees are to be paid by a person other than the Debtors.

All such services will be contracted for on an hourly basis and as allowed by the court.

This is a Chapter 11 engagement; therefore, the initial retainer amount is \$_____. The terms of "Scope of Work below do not apply. The Law Firm shall perform those services reasonably necessary to representation of Client as a debtor in a Chapter 11 case before the bankruptcy court as authorized by law and by court order.

This is a consumer bankruptcy, Chapter 7 or Chapter 13 case, and the following Rules of Court apply:

Scope of Work

The Law Firm has agreed to provide the following services to the Debtors on a fixed fee basis:

- A. Counsel with the Debtors on an as needed basis.
- B. Prepare and file a proposed chapter 13 plan and any required amendments to the plan if applicable. Filing fees applicable to Amendments, if any, must be paid by the client prior to filing the Amendment.
- C. Prepare and file the documents required by § 521 of the Bankruptcy Code and any required amendments.
- D. Prepare and file miscellaneous motions required to protect the Debtors interests in the case.
- E. Prepare and file responses to motions filed against the Debtors—even if the response is a statement that the Debtors do not oppose the relief.
- F. Attend the § 341 meeting.
- G. Attend the confirmation hearing, if required under the circumstances, pursuant to an order entered in the chapter 13 case, or pursuant to local rules.
- H. Advise the Debtors concerning their obligations and duties pursuant to the Bankruptcy Code, Bankruptcy Rules, applicable court orders and the provisions of their chapter 13 plan.

2. **The fixed fee agreement does not include the following services:**

- A. Representation of the Debtors in an adversary proceeding, either as a plaintiff or a defendant.
- B. Representation of the Debtors in a contested matter, the subject of which is extraordinary in the context of chapter 7 or chapter 13 cases in the United States Bankruptcy Court hearing this matter.
- C. Representation of the Debtors in any matter in which the Court orders fee shifting pursuant to which fees are to be paid by a person other than the Debtors.
- D. Except as set forth in paragraph 3 below, representation on matters for which the first hearing is set more than 120 days following confirmation.

3. **The Law Firm has agreed to a fixed fee (including all expenses except reimbursement of the filing fee) in the amount of:**

- a. In the case of a Consumer **Chapter 7** engagement, all fees are due and payable at the time of engagement and prior to filing of any Petition with the court. The Law Firm has agreed to a **fixed fee** in the amount of **\$1,599.00**.
 - b. In the case of a **Chapter 13** engagement, the total fee is \$3,085. Fees may be paid in the following installments:
 - i. **\$1,599.00 upon engagement**. If it is determined that the client qualifies as a Chapter 7 filing and elects to file as a Chapter 7 debtor, then no further installment under this provision (A) will be due.
 - ii. **The balance** of \$1,486.00 (**for a total fee of \$3,085**) shall be due and payable either:
 - 1. In the flat fee amount of \$743.00 (which reflects a 50% discount for immediate payment) on or before the date of filing; or, at Client's election,
 - 2. In installments as an administrative expense in the total amount of \$1,486.00 payable over the term of the debtor's plan of reorganization.
 - c. The Law Firm has received \$1,599.00 credited towards fees in this case, or Payment in full for representing the Debtor in this case.
- B. Therefore the balance due from the trustee as an administrative expense is 0.00 or \$1,486.00.
- C. The Law Firm agrees that if the case is dismissed before the plan is confirmed or less than 120 days after confirmation, the maximum fee allowed under this provision is \$2,700.00.
- D. The Law Firm has not advanced the filing fee.
- E. The Law Firm will provide those services required after the Debtor makes the final payment required under the chapter 13 plan to assist my client in obtaining a chapter 13 discharge. When the Law Firm provides those services. The Law Firm will be paid an additional \$100.00. If the services required to obtain the discharge are extraordinary, the Law Firm may apply for additional fees.
- F. The following services will also be provided, if needed, on a fixed fee basis, including all hourly fees and expenses [check 0 - 3 boxes]. Payment may be made directly by the Debtors or through the confirmed plan.
- a. Motions for relief from the stay for which the first hearing date is more than 120 days following confirmation and which are resolved by agreement. The fixed fee is in the amount \$275.00.
 - b. Motions filed by the chapter 13 trustee seeking dismissal of the case, for which the first hearing date is more than 120 days following confirmation and for which there is an agreement or no opposition. The fixed fee is in the amount of \$275.00.
 - c. Debtors motion to modify plan for which the first hearing date is more than 120 days following confirmation. The fixed fee is in the amount of \$450.00.
- G. All other services will be performed for the debtor only upon an hourly basis for which the Law Firm will seek approval of fees by the court. Without limiting the generality of the foregoing, the firm has agreed to provide the following additional services for a fixed fee:
- a. Motion to Avoid Lien. The fee for the drafting, submission and court appearance respecting a Motion to Avoid Lien is \$250.00.
 - b. Notice/Pracipae in Bankruptcy filed in State or other Federal Court. The fee for the drafting and filing of a Notice of Bankruptcy in a State or other Federal Court is \$75.00.

Governing Law

This agreement is subject to the Rules of Professional Conduct governing attorneys and all laws and regulations governing the practice of law in the State of Texas.

Other fees as outlined above to be paid according to the terms of this agreement when they become due.

This agreement is entered into on the date first written above. Client acknowledges that he/she/they/it has read, reviewed and initialed the attached Exhibits A and B prior to signing this agreement.

Client

Client

Date.