

CHAPTER 7 ATTORNEY-CLIENT AGREEMENT

IT IS HEREBY AGREED by the undersigned "Attorney" and "Client" that Attorney shall represent Client in a case under Title 11 U.S.C. Chapter 7. Attorney represents client as an individual only and not as any corporation or partnership in which Client may have owned shares or participated. Client agrees to a **Base Legal Fee** of \$_____, of which **\$0.00** shall be paid in cash prior to the filing of the case, with the balance of \$_____ to be paid in installments after filing in an agreement to be reached at the time of filing. If Client has concerns about the propriety of this fee arrangement, Attorney strongly recommends Client review the matter with independent counsel prior to entering into this contract. This Base Legal Fee does not include certain **Additional Costs**: These **Additional Costs** include the **\$335** court filing fee; the **\$35** fee to obtain the required pre- and post-filing credit counseling certificates; the **\$15** fee to defray copy and postage costs; the **\$22** fee to obtain credit reports, and; the **\$13** fee to obtain tax transcripts (**\$420 total**.) These **Additional Costs** will be advanced to the Client and repayment shall be repaid along with the **Base Legal Fee** in installments. Client will be liable for any additional fees (appraisals, witness fees, etc,) in the rare event they are needed.

IT IS FURTHER AGREED THAT, BEFORE FILING:

- 1) Attorney shall meet and consult with Client as needed, and prepare and file the Petition, Statement of Affairs, Schedules, and Summary as required by the Bankruptcy Code or Local Rules, as well as any other pleadings which are necessary and appropriate during the case.
- 2) Client shall provide a complete list of ALL Client's creditors to Attorney, including the correct name, mailing address, account # (if applicable), the date incurred, and approximate amount owed to each. Client shall also provide the name and phone number of any creditor or attorney seeking to sue Client or to foreclose, repossess or garnish Client's property and/or wages.
- 3) Client is aware that if they have a checking or savings account with a Creditor, that Creditor will be able to seize all funds on hand when the case is filed. Client is aware

that the Court may recover payments made to relatives or insiders. Attorney does not represent any relatives or insiders or any third parties from which these payments may be recovered.

4) Client shall provide to Attorney proof of all income, from whatever source, received in the 7 months prior to the filing of the case.

5) Client shall provide a copy of the the most recently filed federal tax return.

6) Client shall provide to Attorney the required Certificate of Completion showing that Client obtained a briefing from an approved credit counseling agency within the past 180 days.

7) Client shall provide an accurate, complete list of all property/assets owned by Client and an honest valuation thereof. Client understands that ANY legal claims or causes of action they may have at the time the Chapter 7 is filed ARE ASSETS and MUST be disclosed IN WRITING ON THE SCHEDULES FILED IN COURT. Client acknowledges that the failure to disclose any legal claim against third parties in a timely fashion may result in Client's losing the right to pursue said claim. Attorney shall not be responsible for any negative consequences arising out of Client's failure to adequately disclose pre-and/or post-Petition assets.

8) If Client wishes to avoid any judgment lien, Client shall provide to Attorney a copy of each judgment and the name and address of that creditor's attorney of record. If Client wishes to avoid a non-purchase-money-security-interest, Client shall provide to Attorney a copy of the contract granting the lien.

IT IS FURTHER AGREED THAT, AFTER FILING:

9) Client shall keep in contact with Attorney and maintain Client's correct and up-to-date name, mailing address, phone numbers, e-mail address and place of employment

with Attorney's office. Client consents to receive communication via e-mail and text messages from Attorney.

10) Attorney shall attend the required hearings or proceedings as set forth in Paragraph (17) below. Legal services relating to adversary proceedings are excluded as set forth below. Client shall attend all required hearings or proceedings required in Client's case. At the 341 Meeting of Creditors, Client (both clients in a joint case) MUST bring proper identification - a photo ID and separate evidence of Client's Social Security Number.

11) Client must perform their intentions regarding secured claims, (surrender, reaffirm, etc) as set forth in the statement of intentions, within 30 days after the date first set for the 341 Meeting of Creditors. Client is advised that Attorney has no control over a creditor's decision to reaffirm a debt with Client. Client is further advised that Client should bring current, and continue to maintain, the payments on any debt which Client wishes to reaffirm. Attorney has no obligation or duty to endorse a reaffirmation agreement which Attorney does not feel is in Client's best interests or which might cause a hardship for Client.

12) Client understands that, while Client's case is open, Client's property is under the control of the Trustee. During this time, Client cannot sell, quitclaim, give, bequeath, or otherwise transfer any property. An order discharging Client's debts does not necessarily mean that the case is closed or that Client is free to dispose of assets.

13) Client shall complete an approved debtor education course and provide Attorney a certificate of completion.

14) Client agrees that certain tasks associated with the case may be contracted out to attorneys who are not regular members or associates of Clark & Washington, L.L.C. This will not result in increased costs to Client and Client authorizes such delegation at Attorney's discretion.

IT IS FURTHER AGREED REGARDING DISCHARGE:

15) In order to obtain a discharge, Client must attend all hearings as required, and cooperate with parties requesting financial records and with any audit that may be conducted by the United States Trustee. (The Bankruptcy Code requires the U.S. Trustee to audit one out of every 250 cases filed.)

16) Student loan obligations generally are not dischargeable. To discharge a student loan, Client must file an adversary proceeding and prove that paying the student loan will create an undue hardship for Client. The proceeding is costly and rarely successful. See paragraph (17) below. No professional opinion is rendered by Attorney as to the dischargeability or priority status of any tax obligations or any interest or penalties accruing thereon. Obligations arising under a Domestic Support Order or from a divorce or separation agreement or decree generally are not dischargeable in a chapter 7 case.

(17) **ADVERSARY PROCEEDINGS:** the parties specifically agree that the fees contemplated in this contract of employment **DO NOT** include representing Client, either as a Plaintiff or a Defendant, in any Adversary Proceeding filed in or in connection with this case. Should Attorney agree to represent Client in an adversary proceeding, a different contract of employment shall be executed between the parties under such terms and conditions as the parties deem mutually acceptable. If Client is served with an adversary proceeding complaint, Attorney shall take appropriate steps to protect and represent Client's best interests, billed at the hourly rates of \$175 for attorneys and \$100 for paralegals, until such time as Client informs Attorney that Client does not wish to litigate the matter; Client affirmatively declines Attorney's representation; Client obtains other counsel; Client enters into a new retainer contract with Attorney; or, Attorney is allowed to withdraw by the Court.

ACKNOWLEDGEMENT

I have read and understand the within and foregoing "Chapter 7 Retainer Agreement," it has been explained to me by the undersigned Attorney, and by affixing my signature hereto, I acknowledge receipt of a copy hereof and agree to its conditions. I declare under penalty of perjury that, in preparing to file this Chapter 7 case, I reviewed and provided to

Clark & Washington, LLC, the required information concerning my assets and liabilities and that it is true and complete to the best of my knowledge and belief. I agree that all information I provide for filing in, or in connection with, my case is complete and accurate and is presented under penalty of perjury. I agree to cooperate with any audit. I agree that my failure to provide complete and accurate information can result in negative consequences, including the dismissal or conversion of the case and the possibility of criminal sanctions.

I further acknowledge that Attorney has not advised me to incur debt in order to pay Attorney's legal fees in this matter. Any contribution made by a third party to assist me in paying my legal fees is done with my consent and is or shall be a gift (rather than a loan to be repaid in the future).

Attorney has advised me that, if I file for relief under Chapter 13 of the Bankruptcy Code, I might be able to strip off the wholly unsecured mortgage lien(s) against my real property. Under the current law, I cannot strip off the lien(s) in a Chapter 7 proceeding. Notwithstanding this advice, I am choosing to proceed under Chapter 7.

I acknowledge that any HOA or Condo Association Fees which come due after my case is filed, and while I am in possession and/or have an ownership interest in the subject real estate, will not be discharged and I will remain liable for them.

I further acknowledge that I have received a copy of each of the notices required by 11 U.S.C. Section 342(b), Section 527(a)(2), and Section 527(b).

Dated:

Signed:_____

Dated:

Signed:_____

Dated:

Attorney:_____

Attorney, for the Firm

CLARK & WASHINGTON, L.L.C.

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