



GREGORY J. CHRISTENSEN

ATTORNEY AT LAW

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BANKRUPTCY FEE AGREEMENT CHAPTER 7 CASE

DATE:		
CLIENT:		
ATTORNEY FEES:		For normal and customary services in obtaining a discharge in bankruptcy for client on all dischargeable debts, including the §341(a) hearing - meeting of creditors/ trustee examination.
CREDIT REPORT		Optional \$36 each
COURT COSTS:	\$306.00	Court filing fee.
TOTAL:		(no extraordinary services contemplated). <i>This total amount is due prior to the actual filing of the case in the U.S. Bankruptcy Court.</i> Attorneys are not permitted to bill clients after the Chapter 7 case is filed. All fees received from clients are considered earned upon delivery of bankruptcy worksheets to clients.
PAID TO DATE:		As of this date.
BALANCE DUE:		Due before filing

THE QUOTED FEES ARE BINDING FOR 90 DAYS FROM DATE OF MAILING.

Scope of Representation. Client retains Attorney to perform the "Normal and Customary Services" defined below. **All fees received from clients are considered earned upon delivery of the bankruptcy worksheets to client(s).**

"Normal and Customary Services" are services necessary to prepare and file Client's petition and schedules for filing in the United States Bankruptcy Court for the District of Oregon seeking relief under Chapter 7 of the Bankruptcy Code (Liquidation); legal advice respecting the bankruptcy filing and whether Trustee will likely sell or claim any of Client's property; assist Client with preparing worksheets, reviewing all paperwork with Client, preparing Client for §341(a) hearing in **Eugene**, and appear with Client at the §341(a) hearing (meeting of creditors/ trustee examination).

"Extraordinary Services" are not covered under this fee agreement. There is no way to anticipate the need for Extraordinary Services. Some creditor actions simply cannot be anticipated; sometimes Clients neglect to provide all relevant and important information; and sometimes circumstances for clients are beyond their control. Extraordinary services typically involve litigation matters brought by creditors involving contested matters or adversary proceedings in the Bankruptcy Court. Extraordinary services not covered under this fee agreement and the cost for handling these matters, are as follows:

- (i) Motions for relief from stay in which a creditor tries to repossess or foreclose on Client's assets that were pledged as collateral for a loan;
- (ii) Lawsuits (complaints) to challenge discharge or dischargeability of specific debts, such as gambling debts, fraudulent debts (no intent or attempt to repay debt), student loans, divorce property divisions;
- (iii) Motions or complaints to disallow claimed exemptions.
- (iv) Removal or satisfaction of judgments and judgment liens obtained by creditors in the Oregon state court system.
- (v) Amendments to add creditors to the bankruptcy petition are billed as follows:
 - a. Court fee \$30.00
 - b. Basic preparation fee for amendment forms and one creditors \$60.00
 - c. Each additional creditor \$5.00
- (vi) Post bankruptcy discharge issues including:
 - 1. **Credit Reports** - Credit report counseling or credit report "cleanup" services are not covered under this fee agreement. Sometimes credit reports accurately reflect the discharge of debts - sometimes not. It is impossible to predict in any case.
 - 2. **IRS or Oregon Department of Revenue debts – Tax debts less than three years old are not discharged by bankruptcy.** "Offers in Compromise" or other post-petition IRS or Oregon Department of Revenue issues are not covered under this agreement.

No Extraordinary Services are contemplated based upon the information that Client has provided to Attorney Christensen. However, some creditor actions simply cannot be anticipated, and sometimes Clients neglect to provide all relevant and important information.

Please note that if creditors initiate contested or adversary proceedings, you may not have the option to go to court without an attorney, even if you so desire, unless the Bankruptcy Judge first permits Attorney Christensen to resign. The Bankruptcy Court has ruled that unless it permits an attorney to resign, the attorney must continue representation and be reasonably compensated for services rendered and costs incurred. If the need for such services arises, Client and Attorney Christensen will negotiate a reasonable fee based upon an hourly or flat rate. Regular office rate is \$250.00 per hour. Client also agrees to pay all of Attorney's costs incurred in representing Client related to extraordinary services. Examples of such costs include filing fees, court reporter fees, long-distance telephone, photocopies (whether made in Attorney's office or at an outside printing service), and facsimiles.

Client's Duty to Cooperate. Client agrees to cooperate with Attorney to complete all forms requested by Attorney and to provide Attorney with all information necessary to enable Attorney to represent Client's best interests. If Client unreasonably declines to cooperate, or knowingly provides Attorney with false or fraudulent information or testifies untruthfully in any matter before the court, Client agrees that Attorney shall have the right to immediately resign.

Representation Limited to Bankruptcy Court. Attorney does not agree to represent Client in any action except in the Bankruptcy Court, unless otherwise acknowledged in writing signed by Attorney.

ATTORNEY DOES NOT UNDERTAKE TO GIVE CLIENT TAX ADVICE. CLIENT AGREES TO CONSULT HIS OR HER OWN ACCOUNTANT OR COMPETENT TAX COUNSEL WITH RESPECT TO ALL TAX ISSUES.

Dated: _____

Gregory J. Christensen
