



GREGORY J. CHRISTENSEN

ATTORNEY AT LAW

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BANKRUPTCY FEE AGREEMENT CHAPTER 13 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:	\$281.00	Court filing fee.
TOTAL:		(no extraordinary services contemplated). 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
BALANCE TO BE PAID THROUGH PLAN		Will Be Paid Through Plan

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). Fees become non-refundable when the client returns the worksheets for**

preparation of the Court documents. The remaining balance of attorney fees will be paid by the Chapter 13 Trustee from the funds available in the Plan.

"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 not covered under this fee agreement and the cost for handling these matters, are as follows:

- (i) **Motions for relief from stay** while in a Chapter 13, a creditor may motion the court for permission to repossess or foreclose on Client's assets that were pledged as collateral for a loan. This usually happens when you have been late on your payments. Paralegal time for research into payment history and other issues is \$125 per hour. Any hearing requiring Mr. Christensen's time is \$250 per hour. **The best way to avoid this type of extraordinary service to stay current on any loan payments for assets you wish to keep.**
- (ii) **Modifications to your Chapter 13 plan.** If a modification to your Chapter 13 plan is required due to changes in your income or circumstances, a fee of \$500.00 is required for each modification filed to be paid at the time of modification. You will have to provide six months of bank statements and pay stubs with proof of the change in financial circumstances.
- (iii) **Lawsuits (complaints or adversary proceedings).** A creditor may challenge a discharge or dischargeability of specific debts, such as gambling debts, fraudulent debts (no intent or attempt to repay debt) or a debtor may seek dischargeability of student loans for hardship. Lawsuits requiring Mr. Christensen's time is \$250 per hour and paralegal time is \$125 per hour in addition to any filing fees that are required by the court.
- (vi) **Motions or complaints to disallow claimed exemptions -** Requiring Mr. Christensen's time is \$250 per hour and paralegal time is \$125 per hour in addition to any filing fees that is required by the court..
- (vii) **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
- (v) **Post bankruptcy discharge** issues including:
 - 3. **Credit Reports -** Credit report counseling or credit report "cleanup" services are not covered under this fee agreement. It is the debtors' responsibility to check their credit report(s) after the discharge of the bankruptcy to insure accuracy.
 - 4. **Removal or satisfaction of judgments and judgment liens** obtained by creditors in the Oregon state court system. Judgments or judgment liens on file with State of Oregon Judicial system may be removed (under certain circumstances) after a debtor(s) discharge. There is a flat fee of \$150 per judgment.
 - 5. **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.

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: _____

Attorney:

Gregory J. Christensen