

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR,  
AND FEE AGREEMENT**

This agreement is executed this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Debtor" or "Client"), (whether one or more) and Lattin Law Offices, Chartered, (hereinafter referred to as "Attorney"). The parties agree as follows:

The undersigned, pursuant to 11 U.S.C. § 329 (a) and Bankruptcy Rule 2016(b), states and agree that:

(1) Type of Bankruptcy

Client retains attorney to file a Chapter 7 bankruptcy. If the Debtor determines at a later date that the Debtor desires to file a chapter 13 bankruptcy, the parties shall execute a new fee contract setting forth the terms of such representation.

(2) Services Provided by Attorney.

The compensation paid within one year before filing of the petition in bankruptcy, or agreed to be paid by the debtor in contemplation of or in connection with the bankruptcy case, is as follows:

- |   |             |
|---|-------------|
| (a) for legal services rendered or to be rendered in contemplation of and in connection with this case: | \$ 1,200.00 |
| (b) prior to filing this statement, debtor has paid as fees:  | \$ 1,200.00 |
| (c) the unpaid balance due and payable is:  | \$ 0.00     |

plus \$200/hour for any litigation or other extra work as set out in clause five (5) below and out of pocket expenses.

There will be an additional \$500 fee if the debtor's median income subjects them to the "Means Test".

- (d) In addition to the above, the debtor(s) has paid a \$335.00 court filing fee which has been or will be paid by attorney to the court.
- (e) The source of payments made by the debtor to attorney was from debtor's income, tax refunds and/or sale of exempt or non-exempt items prior to filing this bankruptcy case.

(3) Terms Of Payment

- (a) The fees shall be paid in full prior to the filing of the bankruptcy.
- (b) As part of the above stated compensation, client has paid attorney \$500.00 as a retainer fee. This amount has been earned upon receipt by the Attorney and is not refundable.
- (c) If the Debtor decides not to file bankruptcy, any additional payment of fees or the retainer over \$500.00 shall be refundable based upon the following factors:
  - (i) The hours which the attorney and legal assistants have spend in preparing the debtor's case for filing, and counseling debtor, at the appropriate hourly rate.
  - (ii) Attorney's out of pocket expenses.

#### (4) Services Provided Under the Base Fee:

The services rendered or to be rendered for the above compensation include:

- (a) Analysis of the debtor's financial situation, and rendering advice and assistance to the debtor(s) in determining whether to file a petition in bankruptcy.
- (b) Preparation and filing of the initial (i) petition, up to 50 unsecured creditors, (ii) schedules, (iii) statement of financial affairs, and (v) other related documents required by the court.
- (c) Representation of the debtor at the initial meeting of creditors.

The above stated legal services are contingent upon being paid for the services.

The base fee is predicated on the following assumptions:

- (a) Debtor has provided attorney with complete and accurate information.
- (b) Client will pay the fee in a reasonable amount of time, but no later than 90 days from this date. If the fee has not been paid by this date, the file will be closed. If client pays the fees after the file is closed, client will be required to sign another contract.
- (c) If client pays the fees to start the bankruptcy process and the bankruptcy pleadings are not completed or a bankruptcy case is not filed because the client has either (1) not paid the full attorney fees and court fees or (2) not provided to the attorney all of the documentation required by the court, the client's file will be closed and creditors will be told that the attorney no longer represents the client.

If either of the assumptions set out above are inaccurate, and as a result, the amount of legal service to be provided by the attorney and/or his staff is increased, the fee shall be increased accordingly to compensate the attorney for the additional time and expense in providing the legal services.

#### (5) Compensation For Services Not Covered Under Base Fee (Services Not Provided Under the Base Fee)

- (a) The Debtor shall compensate the attorney for these services as follows:

Amendments, adding creditors or assets after filing, Rule 2004 Examinations, representations at a §341 meeting of creditors continued due to debtor's failure to appear, applications to avoid liens, greater than 50 unsecured creditors, reaffirmation agreements, amendment of debtor's social security number, court hearings resulting from debtor's failure to provide information requested by trustee or creditors, conversion to another chapter, any negotiations or contested matters, such as motions for stay relief, complaints to determine the dischargeability of a debt, objections to exemptions, objections to applications to avoid liens, appeals, contempt matters, travel time to and from hearings, filing, responding to or defending any motion, objection or complaint filed by the client, Trustee or creditor, adversarial proceedings, if Debtor's income and expenses are over the standards allowed by the "Means Test", all litigation required as a result of the "Means Test", and any communications with the client, trustee, creditor or other interested entity regarding any of the above matters.

- (b) Fees for these services shall be paid as follows:

The rate of \$200.00 per hour for the attorney, and \$60.00 per hour for legal assistants, for all time spent in connection with such extra work, plus out-of-pocket expenses, such as postage, copies, mileage, court fees, and long distance telephone calls, will be charged for any such extra work. This includes time spent on the telephone, correspondence or in office conferences with debtor(s) or any other person regarding the debtor's bankruptcy.

Client will be requested to deposit an advancement of the attorney fees and expenses. The amount will be determined by the attorney based upon the time which the attorney estimates is necessary to prosecute or defend the litigated issues. The amount is due in full within 10 days of the date of request of the fee advancement. Client will be sent statements indicating the fees and expense incurred by the client.

(c) The Debtor understands that if the Debtor does not pay the fees and expenses as set out above, the Attorney has no obligation to provide the services, and has the right to file a motion to withdraw as the attorney for the Debtor in this case or in an adversary proceeding.

(6) Debtor's Obligations.

The Debtor's Obligations are as follows:

- (a) To pay the fees and expenses as set out above.
- (b) To provide accurately and honestly all the information necessary to prepare and file the chapter 7 bankruptcy.
- (c) To keep the attorney advised at all times of the Debtor's address and telephone numbers.
- (d) To attend the 341 Creditors Meeting and any other hearings set in the case.
- (e) To provide any information requested of the Debtor by the Chapter 7 trustee, the U.S. Trustee, or any other party in the case, unless the Court rules that the Debtor is not required to provide the information.
- (f) To respond immediately to any requests of the Debtor by the attorney or the attorney's staff.

(7) The source of payments to be made by the debtor(s) to attorney for the unpaid balance, if any, will be from the debtor's income and/or tax refunds.

(8) Attorney states that he has not shared or agreed to share the compensation with any other entity, other than the members of his law firm. Debtor(s) states that he/she has listed all of his/her obligations, and have disclosed all of his/her property, both personal property and real estate in the bankruptcy schedules to the best of his/her memory.

(9) Client has been given no warranties or guarantees about the outcome of the matter. Client understands that statements which the attorney may have about the most probable outcome of the matter are only opinion.

The foregoing is a complete statement of any agreement or arrangement for payment between the attorney and debtor(s) in this bankruptcy proceeding.

Date: \_\_\_\_\_

Lattin Law Offices, Chartered

By: /s/ Robert W. Lattin  
Robert W. Lattin

Date: \_\_\_\_\_

\_\_\_\_\_  
Debtor

Date: \_\_\_\_\_

\_\_\_\_\_  
Debtor