



8019 Atamasco Circle
Raleigh, NC 27616

Ph.: (919) 627-7748
Fax: (866) 851-2599

<http://CameronBK.com>
Sheree@CameronBK.com

CHAPTER 13 FEE AGREEMENT, V6

This Agreement is executed this the ____ day of _____ 201__ by and between Sheree Cameron (the Attorney) and _____ (the Debtor, whether one or more parties). The parties agree as follows:

1. Type of Bankruptcy

Debtor retains Attorney to file a Chapter 13 bankruptcy case. If the Debtor determines at a later date that the Debtor desires to file a Chapter 7 bankruptcy case, the parties shall execute a new fee contract setting forth the terms of such representation. If Debtor elects to convert the Chapter 13 case to a Chapter 7 case, then Attorney shall be under no duty to prepare and file the necessary court papers until the new fee agreement has been signed and the agreed upon fees paid.

2. Guarantee

Debtor understands that even though Cameron Law has a very high success rate, NO OUTCOME CAN BE GUARANTEED. If any client cannot receive a bankruptcy discharge, Chapter 7, Chapter 11 Chapter 12, or Chapter 13, AND:

- a) The case dismissal was NOT due to the client(s) withholding information, providing misleading information, or inaccurate information from the initial consultation forward; and
- b) The Debtor completely fills out Cameron Law's Bankruptcy Worksheet; and
- c) The case dismissal was NOT due to the client(s) not paying or being late in ANY payments, fees, or fines; and
- d) The case dismissal was NOT due to the client(s) not appearing on time or not attending any scheduled meeting or court; and
- e) The case dismissal was NOT due to the client(s) deciding not to go through with the bankruptcy with Cameron Law; and
- f) The case dismissal was due to client(s) not complying with any part of this contract or the Attorney withdrawing according to No. 14; then At the discretion of Cameron Law, Cameron Law will refund the client(s) the attorney fees that were paid to Cameron Law or re-file the bankruptcy at Cameron Law's expense. Costs such as: court fees, fees for motions, fees to pull credit reports, and fees to research judgments are not refundable.



8019 Atamasco Circle
Raleigh, NC 27616

Ph.: (919) 627-7748
Fax: (866) 851-2599

<http://CameronBK.com>
Sheree@CameronBK.com

3. Base Attorney Fee

The base attorney fee for filing the Chapter 13 bankruptcy case is \$3700.00. The Debtor must pay \$999 amount of the attorney base fee prior to filing, and the remaining amount of \$2701 of the attorney base fee shall be added to and paid through the Chapter 13 plan. The services of the attorney included in the base fee are those normally contemplated for a Chapter 13 case. They include the services listed below:

- (a) Preparation and electronic filing of petition, schedules, supplemental local forms, Chapter 13 Plan, and mailing matrix.
- (b) Preparation for and attendance at Section 341 meeting.
- (c) Review of order confirming plan and periodic case status reports from the Chapter 13 trustee. (d) Review of trustee's motion for allowance of claims.
- (e) Maintaining custody and control of case files. (f) Service of orders on all affected parties.
- (g) Verification of your identity and social security number.
- (h) Defending objections to confirmation of your Chapter 13 Plan.
- (i) Communicating payment defaults, insurance coverage, credit disability, and the like.
- (j) Other routine communications with you.

4. Non-Base Attorney Fees

In some Chapter 13 cases, the legal services which are beyond those contemplated in the base fee must nonetheless be provided by the Attorney. These legal services are those that the Court holds are outside the scope of the base attorney fee. Any non-base fee services will be charged at the current allowed rate provided by the local Rules of the Court. Non-base attorney fees will be paid through the Ch. 13 plan after being approved by the Court.

The Attorney, at her discretion, may also keep time and expense records for any non-base service and apply to the Court for the approval of the fee plus all expenses incurred. The current hourly fee for your Attorney is \$275.00 and the Paralegal hourly fee is \$175. All base and non-base fees will be added to your plan (unless paid directly by Debtor or a third-party such as a creditor in a contested case) and will be paid through the plan. It is possible that any non-base fees added to your plan may result in an increase in your monthly plan payment or in an extension of the length of your plan or both.

5. Expenses

The Attorney shall be entitled to apply to the Court for approval of any expenses related to your case for base fee or non-base fee services. Such expenses include but are not limited to court fees, telephone fees, fax fees, copy fees, postage fees, PACER fees, electronic or other research fees. In the Court's discretion, the Attorney may request without any notice or documentation a blanket expense of \$1.00 for each item noticed to creditors as an expense for postage, copying, and envelopes.



8019 Atamasco Circle
Raleigh, NC 27616

Ph.: (919) 627-7748
Fax: (866) 851-2599

<http://CameronBK.com>
Sheree@CameronBK.com

6. Court Approval of Fees

All fees included in this Agreement are subject to the control of the United States Bankruptcy Court for the District of North Carolina in which the case was filed. Any changes in the presumed non-base fees by the Court shall be deemed to immediately modify and amend the terms and conditions of this Agreement as to the non-base fees and shall be incorporated herein by this reference. Any subsequent increase in the base fees by the Court shall have no impact on the original base fee provided for in this Agreement.

7. Assumptions for the Base Fee

The base fee is based on the following assumptions:

- (a) The Debtor has provided the Attorney with all requested information.
- (b) The Debtor has provided the Attorney with complete and accurate information.
- (c) The Debtor's circumstances, especially the Debtor's current monthly income (as defined by the Bankruptcy Code) do not substantially change prior to the filing of the case.
- (d) The Debtor will provide all requested documents within 15 days of the date of this Agreement.

8. Costs and Expenses to be paid directly by Debtor

The Debtor shall pay all costs related to the filing of the bankruptcy case. These costs include the court filing fee of (currently) ~~\$310.00~~; the cost of mandatory pre-filing credit counseling, which is approximately ~~\$24.00~~; debtor education class approximately ~~\$14.00~~; the cost of any PACER checks, which is approximately \$10.00; the cost of any appraisals of real or personal property; the cost of obtaining current consumer reports in the event that Debtor is not entitled to free reports; and any other costs as agreed to by the parties.

The Debtor shall have 90 days to pay the attorney fee and finish the requested paperwork. If it should take longer, an additional fee of ~~\$50/month~~ will be added to cover creditor calls, pre-bankruptcy counseling.

9. First Plan Payment

The Debtor must be in a position to make the first full Chapter 13 monthly plan payment on the first day of the next month following the month the Ch. 13 case is filed.

10. Mortgage Payments

The Debtor acknowledges that the contract mortgage payments on residential real estate cannot be reduced under the Bankruptcy laws. Court order requires mortgages to be paid through the plan.

11. Debtor's Obligations

The Debtor's obligations are as follows:

- (a) To provide the Attorney with all requested documents, bills statements, payment advices, bank records, tax returns, tax bills, appraisals, retirement and savings accounts, and income information, and to sign any and all necessary forms to allow the Attorney to secure such documentation.
- (b) To provide accurately and honestly all of the information necessary to prepare and file the Chapter 13

bankruptcy case, and other motions or proceedings arising during the course of the case.

- (c) To timely respond to all letters, emails, and telephone calls from the Attorney or her Legal Assistant.
- (d) To keep the Attorney advised at all times of the Debtor's mailing and physical addresses, telephone numbers, and email addresses.
- (e) To appear at the first meeting of creditors (the 341 meeting) and at any other court hearings or meetings as may be required by the Court or any other party.
- (f) To keep all scheduled appointments with the Attorney and to notify the Attorney in advance of any problems with the timing and scheduling or rescheduling of such appointments.
- (g) To provide any information requested of the Debtor by the Chapter 13 Trustee, the Bankruptcy Administrator, or any other party in the case, unless the Court rules that the Debtor is not required to provide such information.
- (h) To respond as soon as possible to any requests for the Debtor by the Attorney or her Legal Assistant.
- (i) To comply with the obligations imposed upon the Debtor by the Local Rules of the Bankruptcy Court for the Eastern District of North Carolina.
- (j) To sign a tax authorization form to authorize the Attorney to get copies of income tax returns from the respective taxing agencies for a period of four (4) years prior to the filing of your bankruptcy case.
- (k) To provide current bank account information to include monthly statements as requested and online account balances as of the date of the signing of your bankruptcy worksheet.

12. Attorney Withdrawal, Adversary Proceeding, or Contested Matter

Pursuant to the Local Rules of the Bankruptcy Court, the Attorney shall remain the responsible attorney of record for the Debtor in all matters in the case until the case is closed, dismissed, or the discharge is entered, or until the Attorney is relieved from such representation by order of the Court. The parties agree that just reasons for the Attorney to withdraw from the representation of the Debtor include but are not limited to the following:

- (a) The failure of the Debtor to provide complete, truthful, and accurate information to the Attorney.
- (b) The failure of the Debtor to comply with the Debtor's obligations as provided for in this Agreement and in the Local Rules.
- (c) The failure of the Debtor to comply with any of the obligations imposed on the Debtor by the Bankruptcy Code and the Bankruptcy Rules.
- (d) The failure or refusal of the Debtor to comply with the Debtor's obligations to provide any supplemental information to the Court or to the Chapter 13 Trustee or to correct any incorrect or incomplete information previously provided to the Court or the Trustee.
- (e) The failure of the Debtor to provide complete, truthful, and accurate information to the Court, the Chapter 13 Trustee, and the Bankruptcy Administrator.
- (f) If the Debtor are husband and wife, then any separation, serious domestic dispute, or divorce of the parties.
- (g) Any irreconcilable conflict between the Attorney and the Debtor with respect to the case.

13. Contract Expires

After one year, if the case has not been filed because the debtor has not paid all the fees, or if the Debtor has not completed the paper work, this contract expires with no refund due. Any exceptions / extensions must be signed by both parties.



8019 Atamasco Circle
Raleigh, NC 27616

Ph.: (919) 627-7748
Fax: (866) 851-2599

<http://CameronBK.com>
Sheree@CameronBK.com

14. Refund of Percentage of Base Fee

In the event the legal services provided for herein are terminated by either party prior to the filing of a Chapter 13 bankruptcy case, and one year of contract date, then the Debtor may be entitled to a refund of some of the Base Fee paid.

The refund shall be determined by the number of hours devoted by Attorney to the case prior to the time of termination computed at the rate of \$275.00 per hour (billed in 6 minute increments); by the time devoted to the case by the Legal Assistants of Attorney computed at the rate of \$175.00 per hour (billed in 6 minute increments); by adding all expenses incurred (such as copies, postage, securing records and documents, tax transcripts, credit reports, etc.); and then by deducting the total amount of all charges from the Base Fee paid. In the event the total of all such fees and charges exceed the Base Fee paid, the Debtor's liability shall be limited to the amount of the Base Fee paid. The minimum charge by the attorney's office is \$500.00

Dated: _____ Attorney: _____

Dated: _____ Debtor: _____

Dated: _____ Debtor: _____



8019 Atamasco Circle
Raleigh, NC 27616

Ph.: (919) 627-7748
Fax: (866) 851-2599

<http://CameronBK.com>
Sheree@CameronBK.com

How a Chapter 13 Works (in a nutshell!)

Priority Debt - Pay 100% - Examples		Secured Debt - Catch Up - Examples	Unsecured Debt - Pay 0% - 100% - Examples
* Non-dischargeable Back Taxes	Employee Wages, Salaries & Commissions	*** Unpaid and Ongoing Real Estate Payments	Credit Cards and Personal Loans
Bankruptcy Attorney and ** Trustee Fees (6%)	Contributions to Employee Benefit Plans	*** Unpaid and Ongoing Vehicle Payments	Medical Debt
Domestic Support Obligations (DSO)	Claims for Death and Injury when Intoxicated	*** Judgments Secured by Property	* Dischargeable Taxes and Dischargeable Judgments
If you own any property that is valued over the exemption limits in a bankruptcy, it will be considered ***** Nonexempt Property.		*** Unpaid and Ongoing Burial Plot Payments	Repossession and Foreclosure Debt
		*** Unpaid and Ongoing Timeshare Payments	**** Student Loans

* Some taxes are dischargeable.

** The Trustee is charges approximately 6% of everything you pay in your Chapter 13 plan.

*** This applies if you are keeping the property in your Chapter 13.

**** Student Loans are **Unsecured Debt**, and in 99.999% are not dischargeable. Cameron Law DOES NOT try to get student loans discharged due to the client's cost and the extremely low success rate.

***** If you have **Nonexempt Property** that you want to keep, you will have to pay *at least* the dollar amount of the value over your exemptions toward your **Unsecured Debt** or sell the **Nonexempt Property** to pay the Trustee.

In a nutshell, you subtract the amount it costs for you to live from the amount you make.

If, after paying your **Priority Debt** (if any), your **Secured Debt** (if any), and the dollar amount of the **Nonexempt Property** (if any), the remaining money (if any) goes to pay your **Unsecured Debt** (if any).

Your **Unsecured Creditors** can be paid anywhere from **0% to 100%**, depending on the difference between the money you make, the cost for you to live, and the dollar amount of **Nonexempt Property**.

All payments are generally stretched over 3-5 years (1/36th or 1/60th of the total owed will be paid each month - although we can sometimes lower your first payment).

You will never have to pay more than the **Priority Debt, Secured Debt, and Unsecured Debt Total plus interest**. If there is still money left over, your monthly Chapter 13 Plan Payment will be lowered accordingly or your plan will end early.