

Cameron Law Personal Ch. 7 Agreement V.23

AGREEMENT FOR CHAPTER 7 PERSONAL BANKRUPTCY SERVICES

This Agreement is executed this the _____ day of _____, 201_____, by and between Sheree Cameron of Cameron Law. (hereafter referred to as the “Attorney”)

AND _____ (hereafter referred to as the Debtor, whether one or more parties).

The parties agree as follows:

1. Type of Bankruptcy.

Debtor retains attorney to file a Non-Business, Chapter 7 bankruptcy case. If the Debtor determines at a later date that the Debtor desires to file a Chapter 13 bankruptcy case, or any other type of bankruptcy case, the parties shall execute a new fee contract setting forth the terms of such representation.

2. Guarantee.

Debtor understands that even though Cameron Law has a 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; 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. Fees that were paid to judgments, and other payments are not refundable.

3. Payment.

Personal checks are not accepted. All fees, fines, and other related costs will be paid by Money Order, Cashier’s Check, or Bank Check unless otherwise noted.

4. FLAT Base Attorney Fee.

The base attorney fee for filing the Chapter 7 bankruptcy case is \$899 and is based on the following assumptions:

- (a) The Debtor has provided the Attorney with complete and accurate information.
- (b) The Debtor’s circumstances, particularly the Debtor’s Current Monthly Income as defined by the Bankruptcy Code, does not substantially change prior to the actual filing of the Chapter 7 Bankruptcy case.
- (c) The Debtor must pay the fee in full before the bankruptcy shall be filed.
- (d) The Debtor is not self-employed.
- (e) The Debtor’s case will be filed within 90 days of the date of this contract (unless the Attorney advises otherwise).

If any of these assumptions prove to be inaccurate, and as a result the amount of legal services provided by the Attorney is increased, then the base attorney fee shall be increased accordingly and to compensate the Attorney for the additional time and services in providing the legal services. At such time, the parties must execute a supplement to this Agreement. If the Debtor refuses to sign such a supplement, then the Attorney-Debtor

5. Refund

In the event the legal services provided for herein are terminated by either party prior to the filing of a Chapter 7 bankruptcy case, then the Debtor may be

entitled to a refund of some of the base fee.

The minimum charge by the attorney’s office is \$500.00, plus \$50.00/month charge for advice and creditor calls each month from the date this agreement is signed.

If there are any remaining funds paid by Debtor, the refund of those funds 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 \$125.00 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. In the event the total of all such fees and charges exceed the Base Fee, the Debtor’s liability shall be limited to the amount of the Base Fee.

6. Debtor’s Obligations to Pay Designated Costs.

The Debtor shall be obligated to pay the following costs related to the filing of a Chapter 7 bankruptcy case. The approximate costs are as follows:

- (a) The fee of \$335.00 charged by the Bankruptcy Court to file a Chapter 7 bankruptcy case.
- (b) The cost of pre-filing consumer credit counseling, which is a prerequisite to filing for bankruptcy relief, which is approx. \$24.00/case.
- (c) The cost of a post-filing instructional course concerning personal financial management, which is a prerequisite to obtaining the discharge of debts in a Chapter 7 case. The amount of this fee is approximately \$14.00 per person.
- (d) The Debtor shall have 90 days to pay the attorney fee and finish the requested paperwork. If it should

Cameron Law Personal Ch. 7 Agreement V.23

take longer, an additional fee of \$50/month will be added to cover creditor calls, pre-bankruptcy counseling.

- (e) The cost of obtaining any consumer credit online and provide a hard copy to the Attorney.
- (f) The cost of obtaining tax returns or tax transcripts directly from the taxing authorities or from any third-party provider. The amount of this fee is approximately \$30.00. Alternatively, at the Attorney's discretion, Debtor may provide his/her tax returns if circumstances permit.
- (g) The cost of online search for judgments is approximately \$20.00 per person, per location.
- (h) The cost of obtaining copies of judgments, deeds, deeds of trust, title certificates, court papers, county tax records, and other similar documents.
- (i) The cost of securing any prior court records from the PACER system for federal cases.
- (j) The cost of securing any other records or statements not otherwise produced by the Debtor.

7. Services Provided Under the Base Fee.

The services of the Attorney included in the base fee are those normally contemplated for a Chapter 7 case. They include the services listed below:

- (a) All services reasonably necessary to fully inform the Debtor of the Debtor's rights and responsibilities under the Bankruptcy Laws.
- (b) All services reasonably necessary to enable the Debtor to make an informed decision about the filing of a Chapter 7 bankruptcy case.
- (c) Advising the Debtor of all available exemptions under any applicable law and assisting the Debtor in claiming the exemptions that best serve the Debtor's needs and desires.
- (d) Assisting the Debtor in complying with all of the requirements imposed by the Bankruptcy Laws, the Bankruptcy Rules, or any Local Bankruptcy Rules.
- (e) Preparation and electronic filing of petition, schedules, supplemental local forms, and mailing matrix.
- (f) Drafting and mailing notice to creditors

- (g) Preparation for and attendance at Section 341 meeting.
- (h) Assisting the Debtor in carrying out the Debtor's Statement of Intentions, provided that the Debtor pays the Non-Base Fee for any redemptions.
- (i) Assisting the Debtor in complying with all proper and timely requests for information and/or documents by the Bankruptcy Trustee, the Bankruptcy Administrator, the Court, or other parties involved in the case.
- (j) Communicating as necessary with the creditors and other parties involved in the case (including their attorneys) to facilitate the administration of the case and the application of the Automatic Stay.

8. Additional or Non-Base Legal Services.

In some Chapter 7 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.

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.

9. 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.

10. Payment of Base and Non-Base Fees.

- (a) The Base Fee shall be paid in full prior to the time the Attorney files the Chapter 7.
- (b) All fixed Non-Base fees must be paid in advance of the service by the Debtor.
- (c) The Debtor understands that if the Debtor does not pay the non-base fees as provided in this Agreement then the Attorney has no obligation to provide the non-base services and has the right to file a motion to withdraw as the attorney for the Debtor in the Chapter 7 case, the contested case, or the adversary proceeding.

11. Means Test Services.

With respect to the "means test" provisions imposed by Section 707(b) of the Bankruptcy Code, the base fee charged in this case is based on one of the four assumptions set forth below. The assumption that applies is designated by the initials of the Debtor placed after the Assumption.

- (a) The Debtor's debts are not primarily consumer debts and therefore the "means test" does not apply. The parties assume that no issues concerning the "means test" will arise in this case.
- (b) The Debtor's current monthly income as defined by the Bankruptcy Code is below the median income. The parties assume that no issues concerning the "means test" will arise in this case.
- (c) The Debtor's current monthly income as defined by the Bankruptcy Code is above the median income but the Debtor's expenses, as calculated under Section 707(b)(2)(A) are sufficient to rebut the presumption that the filing of a Chapter 7 case would be an abuse of the Bankruptcy laws. The parties assume that no issues concerning the "means test" will arise in this case. Said situation

Cameron Law Personal Ch. 7 Agreement V.23

requires a fee of \$150 in addition to base fee.

- (d) A presumption of Bankruptcy abuse does arise in this case, but the Debtor and the Attorney will attempt to rebut the presumption by demonstrating extraordinary circumstances pursuant to Section 707(b)(2)(B) of the Bankruptcy Code. Said situation requires a fee of \$500 in addition to base fee.

12. Debtor's Obligations.

The Debtor's obligations are as follows:

- (a) To promptly pay all Base and Non-Base Legal fees and charges.
- (b) To provide the Attorney with all requested documents, bills statements, payment advices, bank records, tax returns, tax bills, appraisals, retirement and savings account, and income information and to sign any and all necessary forms to allow the Attorney to secure such documentation.
- (c) To provide accurately and honestly all of the information necessary to prepare and file the Chapter 7 bankruptcy case, and other motions or proceedings arising during the course of the case.
- (d) To timely respond to all letters, emails, and telephone calls from the Attorney or any member of her staff.
- (e) To keep the Attorney advised at all times of the Debtor's mailing and physical addresses, telephone numbers, and email addresses.
- (f) 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.
- (g) To keep all scheduled office appointments with the Attorney and to notify the Attorney in advance of any problems with the timing and scheduling or rescheduling of such appointments.

- (h) To contact the attorney by telephone with the understanding that the Attorney is only able to return calls between the hours of 2:00 p.m. to 7:00 p.m. weekdays. If the Attorney is available when the call is actually received, then the call will be taken at that time. However, if you have to leave a message for the Attorney then you must provide a number that you can be reached at during the designated times. The Attorney, or the Legal Assistant, will make every effort to return all such telephone calls within 48 hours, excluding weekends and holidays.
- (i) To provide any information requested of the Debtor by the Chapter 7 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.
- (j) To respond as soon as possible to any requests for the Debtor by the Attorney or her Legal Assistant.
- (k) To comply with the obligations imposed upon the Debtor by the Local Rules of the Bankruptcy Court for the North Carolina District in which the Debtor is filing (Western, Middle, or Eastern).
- (l) 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 years prior to the filing of your bankruptcy case.
- (m) 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 petition packet.

13. Attorney Withdrawal from Chapter 7 Case, 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, 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 7 Trustee or to correct any incorrect or incomplete information previously provided to the Court or the Trustee.
- (e) The failure of the Debtor to pay for all Base and Non-Base fee services.
- (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.

14. 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.

Dated: _____ Sheree Cameron of Cameron Law's Signature: _____

Dated: _____ Debtor's Printed Name(s): _____ Debtor's Signature(s): _____

Cameron Law Personal Ch. 7 Agreement V.23

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Cameron Law Fee Breakdown (in a nutshell)

Basic Fee Breakdown for Chapter 7 Bankruptcy Filing

Required

- \$899.00 attorney base fee (single or married couple)
- + \$24.00 online credit counseling course (single or married couple)
- + \$335.00 court filing fee (single or married couple)
- \$1268.00 total for a single person or a married couple
- + \$14.00/person online financial management course paid after filing

Potential Fees

- \$150.00 attorney fee for means test (if means test is required)
- \$50.00 per month additional attorney fee if case is not filed within 90 days of contract date. (** See sections 6 (d) of contract.)
- Miscellaneous costs (** See sections 6, 8 and 9 of contract.)
- \$60.00 to pull credit report (per person) (unless client retrieves reports online at <https://www.AnnualCreditReport.com> and <http://CreditKarma.com>)
- \$20.00/person/location online judgment check (if real estate is owned)

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- \$300.00 - We take creditor calls & provide pre-bankruptcy advice
 - + \$200.00 - Start the petition if you have finished the worksheet
 - + \$399.00(+) - (final attorney fee)
 - + \$24.00 - Online class fee - at this point we may be able to file in the Eastern District
 - + \$335.00 - Court Fee - MUST be paid NO LATER THAN 6 weeks after filing in Eastern District and MAY need to be paid BEFORE filing.
 - + \$14.00/person - Second online class needs to be done before debts can be discharged. TOTAL: \$1272.00 for a Single person, \$1272.00 if filing jointly as married couple
 - (+ possible other court & attorney fees)