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**CONTRACT FOR CHAPTER 13 BANKRUPTCY SERVICES**

**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. Base Attorney Fees.**

The base attorney fee for filing the Chapter 13 bankruptcy case is \$\_\_\_\_\_. The Debtor shall pay as a portion of the base fee an upfront amount of \$\_\_\_\_\_. The balance of 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) All conferences with Debtor, including timely responses to Debtor inquiries, whether by telephone or in writing;
- (b) Preparation of the bankruptcy petition, including emergency petitions, schedules, statements of financial affairs, chapter 13 statement of current monthly income (B22C), Plan, and AAPD;
- (c) Preparation of, and representation of the Debtor on, a motion to continue or impose the stay;
- (d) Representation of the Debtor at the Section 341 Meeting and any continued meeting;
- (e) Representation of the Debtor at the Pre-hearing conference and confirmation hearing;
- (f) Representation of the Debtor in connection with two motions for Relief from Stay, but not including an evidentiary final hearing;

- (g) Representation of the Debtor on Motions to dismiss, including Trustee motions to dismiss (with or without prejudice);
- (h) Preparation of, and representation of the Debtor on, motions to avoid liens and judgments;
- (i) Preparation of, and representation of the Debtor on, one motion to reinstate the case;
- (j) Preparation of, and representation of the Debtor on, motion to except the Debtor from the mandatory wage directive provisions of this General Order;
- (k) Preparation of documents and notices, including submissions for Trustee recommendation, and attendance at all hearing and/or pre-hearing conferences;
- (l) Taking all steps reasonably necessary to insure that the Debtor receives a discharge in the case.

### **3. 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 also listed below:

- (a) Abandonment of property post-confirmation.
- (b) Motion for moratorium.
- (c) Motion for authority to sell property.
- (d) Motion to modify.
- (e) Motion to use cash collateral or to incur credit.
- (f) Non-base fee requests.
- (g) Stay violation litigation, including amounts paid as fees by the creditor or other party.
- (h) Post-discharge injunction actions.
- (i) Adversary proceedings.
- (j) Turnover adversaries.
- (k) Conversion to Chapter 7.

- (l) Motions to substitute collateral.
- (m) Any other matter not covered by the base fee.

For such non-base services, you may be charged without any further notice and in the discretion of the Court non-base fees for the following services and in the amounts noted:

- (a) Motion to Modify a Confirmed Plan: \$400.00
- (b) Motion to Sell Property: \$400.00
- (c) Motion to Incur Debt: \$400.00
- (d) Third and subsequent Motions for Relief from Stay: \$400.00
- (e) Objections to a Trustee's Notice of Intent to Disburse Excess Tax Refund: \$200.00

The Attorney, in his 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 \$250.00. 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.

#### **4. Contingent Fees.**

The attorney will be entitled to a contingency fee equal to 50% of any actual recovery from any party for a violation of the automatic stay, the co-debtor stay, the discharge injunction, for breach of the plan or any terms thereof, or for breach of any state or federal consumer protection statutes.

#### **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.

**6. Court Approval of Fees.**

All fees included in this Agreement are subject to the control of the United States Bankruptcy Court for the Northern District of Texas. 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) does 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 the Debtor.**

The debtor shall pay all costs related to the filing of the bankruptcy case. These costs currently include the court filing fee of \$310.00. The cost of obtaining tax returns or tax transcripts directly from the taxing authorities or from any third-party provider; the costs of obtain current consumer reports in the Debtor is not entitled to free reports; and any other costs as agreed to by the parties.

**9. First Payment.**

The Debtor must be in a position to make the first full Chapter 13 monthly plan payment at the time the Debtor signs the Chapter 13 court papers. This payment must be made at this time because under local Court Rules the case will be automatically dismissed unless this payment is made within 10 days of the filing of the bankruptcy case.

**10. Mortgage Payments.**

The Debtor acknowledges that the contract mortgage payments on residential real estate cannot be reduced under the Bankruptcy laws but will be paid by including only the pre-filing arrears or

back payments in the plan, with the Debtor will also make all future mortgage payments in 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 account, 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 any member of his staff.
- (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 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.
- (g) To contact the attorney in accordance with the policies and procedures of the Attorney; By submitting all questions for the attorney in writing and allowing the attorney 48hrs to respond to the questions. The written communication requirement is suspended for emergency matters including but not limited to, the actual or imminent loss of collateral, dismissal of the case or loss of life.
- (h) 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.
- (i) To respond as soon as possible to any requests for the Debtor by the Attorney or his Legal Assistant.
- (j) To communicate with Attorney and the support staff in a professional and controlled manner. Debtor agrees to speak in calm and rational tone and to refrain from suing vulgar, slanderous, offensive, racist, sexist or other derogatory

language or comments.

- (k) 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.
- (l) 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.

**12. Attorney Withdrawal from Chapter 13 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 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.

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

By: \_\_\_\_\_  
Max R. Tarbox  
Attorney

Debtor Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Debtor Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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