

Nick C. Thompson Attorney

A Type of Bankruptcy

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

CONTRACT FOR ATTORNEY'S EMPLOYMENT

This contract for Attorney's fees, this agreement is executed this ____ day of _____, 2009, by and between The Nick C. Thompson Law Office (hereinafter the "Attorney" and _____ (hereinafter "Debtor", whether one or more). whose address is _____ and whose phone number is _____, hereafter designated "Client", and Nick C. Thompson, Attorney at Law, 800 Stone Creek Parkway Suite 6, Louisville, KY 40223, phone number (502) 429-0057, hereafter designated as "Attorney".

I. Purpose of Employment

Client hereby employs Attorney to represent Client as an attorney and authorizes the Attorney to institute such actions as may be advisable, in the judgment of Attorney, in representing Client in such matters. Attorney may handle the matters as Attorney's experience and knowledge dictate and to the best interests of Client. Attorney is authorized to investigate all claims, obtain exhibits, interview and subpoena interest in the aforesaid matters. This contract is for employment for an uncontested bankruptcy and the client must complete the bankruptcy within one year of the date of this contract. At the end of one year all services will have been performed and if the bankruptcy has not been filed by that date a new contract and fee will be due.

II. Attorney's Fees

Client agrees to pay to Attorney for all services required under this contract the following:

- A. \$750.00 as a minimum retainer fee, payable before any work begins on your case. This retainer helps to pay the clerical costs setting up the file, entering data, analyzing the case and taking all initial information, and therefore any used portion of the retainer is not refundable. This minimum fee shall be credited against the hourly per diem fee hereafter provided unless a flat fee is mandated or provided for by a Court such as the US Bankruptcy Court. If such a fee is mandated or provided for by a Court it is

understood that such fees may be regulated by the Court but they are not limited to the retainer or an estimated fee for an uncontested bankruptcy or uncontested divorce and that additional work beyond the labor needed for an uncontested matter will cost additional charges.

- B. The attorney shall charge \$150.00 per hour as an hourly per diem fee for all time expended by Attorney out of court and 200 in Court, all subject to a credit from the minimum nonrefundable retainer set forth in sub-paragraph A, supra, and said per diem fee may be modified by written agreement of the parties;
- C. Any fee awarded Client by the court or agreed upon in any settlement shall be paid to Attorney to apply on Attorney's fees as set forth in this contract, and the balance, if any, shall be refunded and assigned to client. This may include but is not limited to any lien for the attorney fee.

Client hereby agrees and consents to the foregoing Attorney's fees and the payment of costs as set forth in this contract, and acknowledges that all initial retainer fees are earned by the attorney when paid and are non-refundable. All initial retainer fees become the sole property of the Attorney when paid to him, and shall not be held in escrow or trust fund.

NOTE: Client must pay all court costs in advance, in addition to above fees.

Client hereby agrees and consents to the foregoing attorney's fee and the payment of costs in advance as set forth as in this contract. Should attorney be required to retain the services of another attorney to collect said billings, Attorney shall recover from client all reasonable attorney's fees incurred in collecting same.

NOTE: The client agrees that he/she shall pay for all phone calls to the attorney's office and from the attorney's office. With a minimum billing time of 15 minutes per phone call.

III. Costs

Client shall be responsible for any and all costs of litigation in advance, promptly upon request. Client authorizes attorney to advance funds for any such costs and expenses as they are incurred. Expenses include but are not limited to: Xerox and duplication fees at \$0.25 per page for office duplication and actual cost for non-office duplication, long distance telephone calls, disposition fees, expert witness fees, travel expenses at actual cost or \$0.50 per mile for private vehicle use plus the per diem cost for the time spent in travel, court costs, exhibit fees, witness fees, exhibit charges, medical records, reports, pictures, deposition costs and all other out-of-pocket expenses shall be paid by Client pursuant to the terms of this contract.

Client agrees that should there be a returned check and/or stop-payment made on a check, the client will pay an additional \$50.00 for bad service charges, plus any bank charges (which in 2006 were 32 dollars which makes the fees at least 82.00 per check) and shall bring in cash and/or a money order before the attorney will do any further work on the client's case. Should the client fail to pay the bank charges, the attorney may forward said charges, to a collection attorney to collect the bank charges owed, along with interest on the principle sum, attorneys fees and costs of collecting.

IV. Appeals and Related Criminal and/or Domestic Violence Matters

In event Client desires an appeal to any court, or if an appeal is taken by parties adverse to Client to any court, or if client becomes involved in a domestic violence or criminal case, Client's Attorney's fees and costs relating thereto shall be agreed upon in writing prior to the Attorney handling any such matters. The parties agree this contract does not cover any appeals, bankruptcy, domestic violence, or criminal matters. If for any reason the Attorney's fees and costs are not agreed upon in writing and Attorney handles any such appeal for client, then Client agrees to pay Attorney an hourly per diem fee at the same rate set forth in paragraph II of this contract for all time rendered by Attorney pertaining to any such appeals, bankruptcy, domestic violence, or criminal matters, and further, Client agrees to pay any and all costs pertaining thereto. However, Attorney is not obligated, in any event, to agree to handle any such appeal, domestic violence, or criminal matters.

V. Disclaimer of Specific Outcome or Warranties

Attorney has made no warranties or guarantees as to the results of Client's matters, and Client does not rely upon any warranties or guarantees made by Attorney or anyone on Attorney's behalf as to the results of Client's matters. Client hereby retains Attorney without any promise or guarantee of results. If a case is filed in bankruptcy court there is no warranty made by the attorney that any property can be retained by the client.

VI. Attorney's Withdrawal

If after reasonable investigation of Client's matters, Attorney determines that it is not feasible to handle the case as Client wishes to prosecute Client's claim, or if Client does not reasonably cooperate with Attorney, then upon notification by regular mail, addressed to Client's last known address, Attorney may withdraw from this contract. In event of any such withdrawal, client agrees to pay to attorney the sums required by this contract through the date of withdrawal. In the event client fails to make an agreed payments required by this contract, attorney may immediately withdraw, and the client has a duty to sign an agreed order allowing said withdrawal. If client fails to pay or refuses to cooperate in attorney's withdrawal, client shall be liable for attorneys fees, court costs and collection fees, at a 12% per annum interest rate.

If the client attempts to do his own legal work by filing motions or other documents with the court pro se then the attorney may immediately withdraw without actual notice to the

client and the attempt by the client shall constitute notice to the attorney that the client wishes to dismiss his attorney and shall prosecute his own case pro se. Client acknowledges that should he/she fail to pay his/her bill, the attorney will send his/her file to collections, at which time, the attorney will seek any and all remedies both civil and/or criminal in order to collect for services rendered. The attorney may immediately withdraw from the client's case. *Improper conduct by the debtor.* If the attorney believes that the debtor is not complying with the debtor's responsibilities such as the duty to supply documents under this agreement or is otherwise not engaging in proper conduct, the attorney may apply for a court order allowing the attorney to withdraw from the case.

The following shall be billed to the client, this is including but not limited to: all phone calls, all document preparation, court appearances, office visits, court costs, emails sent and received, letters sent and received, receipt of documents from other attorneys and the court, postage costs, and copy costs. Please note that talking to the attorney's secretary and/or support staff, including other attorneys in the office, is billed as well.

VII. Notices

Client and Attorney agree to keep each other informed as to their respective current addresses and phone numbers and all notices or correspondence shall be sent to the last known address of each.

VIII. Miscellaneous

Hiring other professionals

- A. Attorney is authorized to discuss and consult with members of attorney's firm and such other persons and agencies as attorney may deem necessary to prepare client's matter, and to delegate secretarial duties to secretaries employed by attorney's firm, unless client specifically requests in writing that attorney not so delegate, contact a specific individual, agency, or company, or for limited contact under specific guidelines. The attorney may hire other professionals such as other attorneys, expert witnesses etc and shall be reimbursed for such expenses.

Appointments and Phone Calls.

- B. Client agrees to keep all scheduled appointments and to notify attorney at least one (1) hour in advance if an appointment is expected to be missed or the client is delayed. Any appointment not kept or called in shall be assessed a missed fee of \$75.00. All office meetings and consultations are by appointment only. Client shall not telephone Attorney's cell phone after 7:00 p.m. on weekdays except in case of emergency, and client agrees that client

shall not contact the attorney on weekends, except in case of emergency, and Client agrees to pay the Attorney the sum of \$50.00 plus, the attorney's normal hourly rate for such phone calls for each such call made to Attorney's cell phone for any reason; said \$50.00 fee to be paid immediately. Client agrees to perform all tasks and functions requested by Attorney to fulfill the goal of this contract including supplying documentation or by taking classes that are required by the Court. It is the responsibility of the client to obtain documents and to insure that certification that the client has completed any educational classes is filed with the court. Client is to contact and ask questions of attorney should client not understand any aspect of representation contemplated by this contract, understand the content of this contract, have any questions concerning any issue of representation or the status of the retained employment for this case. Client acknowledges that the attorney-client relationship exists and that the attorney has informed the client of the relationship and the fundamentals of this relationship.

Rush Work

- C. It is understood that client wishes Attorney to proceed with this matter as rapidly as possible, however, it is understood and acknowledged that Attorney shall not be obligated to ignore or subordinate other matters currently being handled by him for any reason, nor shall Attorney be required to act unreasonably or with unreasonable speed or haste for any reason. Within these limits, Attorney shall attempt to meet the time requirements of client. If the client wishes work to be expedited it may be done but at a greatly increased rate often doubling the hourly rate for evening weekend or overtime work if it is available at all. It is the responsibility of the client to not wait to the last minute to file a bankruptcy criminal or divorce matter.

IX. Photocopies of Client's File

Client has a right to have a copy of the attorney's file, however, client is liable for the photocopy expenses in advance. In the event the client wishes to obtain a photocopy of the attorney's file, client shall give the attorney a deposit in advance, which shall equal the number of pages estimated by the attorney, multiplied by \$0.25 per page.

When the case is over 4 years old the Attorney shall normally destroy his file. Should the file be very old closed and in archives, the client shall pay the attorney's regular hourly rate of \$150.00 per hour and \$0.25 per page for copies of the client's file. The client is advised that any documents filed with the court can be obtained from the Clerk's Office at \$0.25 per page.

X. Used Portion of Retainer is Non-Refundable

There are costs associated with setting up a Bankruptcy file and client agrees that the \$750.00 retainer fee paid helps to pay the clerical and miscellaneous costs of setting up the file, inputting information into the computer, and taking all initial information, and therefore any used portion of the retainer is not refundable. Client agrees that the \$750.00 retainer fee is potentially not refundable, even if client cancels the action before it is filed. _____ I AGREE

UN-SCHEDULED OFFICE VISITS

Un-Scheduled office visits create difficulties in our office due to the fact that we are then required to stop all other work in order to deal with your case at that very moment. This causes us to put other matters aside, and this results in other of our clients not receiving their papers or other work as quickly as they need them. Our office needs to operate at a high level of efficiency, and this simply is not possible if we are interrupted with un-scheduled office visits. In order to protect our clients against long delays in their cases, we need to insist that there be no un-scheduled office visits. In the event you feel that you can not schedule an appointment for an office visit, and in the event you come to our office without an appointment or fail to attend an appointment without calling to cancel within 2 hours of that appointment, you will be charged an additional \$75.00 due at that time. Your matter will not be examined or pursued later until this is paid.

Do you understand this and do you agree to these terms?

B Service Provided by Attorney

Contingent upon being paid for the services as specified below, the Attorney shall provide the following legal services for the Debtor. Attorney shall file the required documents for an uncontested Chapter 13 bankruptcy which consists of all of the petition and schedules and shall attend the 341 meeting and confirmation hearings as necessary.

1. Provide knowledgeable legal representation for the debtor and make available to the debtor information about bankruptcy. It is however the debtors obligation to make reasonable efforts to learn the materials given so that the debtor may properly work with the attorney. These materials will cover the need to provide accurate information to the court and other requirements of filing.
2. Timely submit to the Chapter 13 trustee properly documented proof of income for the debtor, including business reports for self-employed debtors and other documents.
3. Timely respond to objections to plan confirmation and, where necessary, prepare, file, and serve an amended plan.

4. Timely prepare, file, and serve any necessary statements, amended statements and schedules and any change of address, in accordance with information provided by the debtor.
5. Monitor all incoming case information (including, but not limited to, Order Confirming Plan) for accuracy and completeness.
6. Prepare, file, and serve timely modifications to the plan after confirmation, when necessary, including modifications to suspend, lower, or increase plan payments.
7. Prepare, file, and serve necessary motions to refinance, buy or sell property or incur debt.
8. Object to improper or invalid claims if the Trustee does not review claims.
9. Timely respond to the Chapter 13 trustee's motions to dismiss the case, such as for payment default, or unfeasibility, and to motions to increase the percentage payment to unsecured creditors.
10. Timely respond to motions for relief from stay.
11. Prepare, file, and serve all appropriate motions to avoid liens.

C Fees

The base minimum fee normally granted by the Court for filing of a Chapter 13 bankruptcy is 2600.00 in any district.

The fee is based 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, unless paid by the court through the plan.

If either of the assumptions set forth 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 including attorney fees and or court costs for collecting the debt if it remains unpaid or checks are returned unpaid. This shall include billing and time spent in house in attempting to collect any charges over and above the standard fee for an uncontested matter if the client fails to pay. **THIS FEE IS DUE WHETHER OR NOT THE BANKRUPTCY OR PLAN IS COMPLETED AND A DISCHARGE IS OBTAINED.**

D Terms of Payment

- a) Any unpaid attorney fees shall be paid as payments are made to the court.
- b) Preparing a Bankruptcy requires several hours of paperwork prior to filing the case. Prior to the filing the Client should pay 750.00 as a retainer fee after filing the remainder of the amount charged is due. Normally 1000 shall be charged for filing of an individual uncontested Chapter 7 bankruptcy however if the case is a joint case involving husband and wife an additional 200 will be charged. Any amount up to 750 paid prior to filing has been earned upon receipt by the Attorney and is not refundable. After filing the entire fee has been earned. Attendance at the hearing which normally only lasts 5 minutes per person is a minor function.

c) If the debtor decides not to file bankruptcy, any payment of fees shall be refundable as follows: No retainer will be refunded if earned. If the client decides not to file a retainer of up to 750 shall be kept for consultations and document preparation shall be retained plus any funds spent on due diligence or paid to the court as filing fees or paid to 3rd parties shall not be refunded. If the client decides to file within 6 months this shall be applied to any other bankruptcy.

E Services Provided Under the Base Fee

The following legal services are provided under the base fee: All work necessary to file the petition and schedules and attendance at the 341 Creditors Meeting for an uncontested Chapter 13 Bankruptcy. This does not include defending objections to exceptions, discharge litigation, and other non base fee matters which are extra. The court shall approve all fees charged and all charges shall be disclosed to the court.

F Services Not Provided Under the Base Fee

The services set out below are not provided under the base fee. Compensation for these services shall be as provided in paragraph 7. These services are as follows:

Non-routine services include at least:

1. Discharge and Fraud litigation,
2. Exemption issues,
3. Motions for to avoid liens or to redeem property
4. Responses to objections to the plan
5. Amended plans or motions to modify the plan
6. Motions to buy sell or refinance
7. Responses to invalid or improper claims.
8. Motions for relief of the stay, convert or to dismiss.
9. Later submission of profit and loss statements for businesses, tax returns or proof of income when not a part of the initial petition

Non-routine services include discharge litigation, exemption issues, defending motions for relief from stay, Adversary proceedings and any other services not set out in paragraph 5

G Compensation For Services Not Covered Under Base Fee

I) The Debtor shall compensate the Attorney for these services as follows:

The court shall approve any and all additional services and fees. The minimum base fee to be paid by the court is about 2600 for a Chapter 13 and 1000 for a single Chapter 7 and 1200 for a joint.

II) Fees for these services shall be paid in advance.

III) The Debtor understands that if the Debtor does not pay the fees 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.

H Debtor's Obligations

The Debtor's obligations are as follows:

- I) To pay attorney fees on time. Failure to pay child support or Alimony may cause the case to be dismissed and property that is otherwise exempt may be sold to pay these debts.
- II) Make required payments to the trustee and to whatever creditors are being paid directly on time, or, if required payments cannot be made, to notify the attorney immediately.
 - a. **THE PLAN PAYMENTS START THE MONTH THE CASE WAS FILED AND IN NO CASE SHALL THEY START OVER 30 DAYS AFTER FILING.**
 - b. **PAYMENTS WHICH ARE MADE OUTSIDE THE PLAN ALSO START THE MONTH THE CASE WAS FILED.** In other words if you plan to keep a car or home and plan to pay any arrearage in the plan you will still make monthly payments on the car or home starting the month you file. Your home or car payments are not normally made by paying your plan payments. Fail to make such payments and your home may be foreclosed or car repossessed.
 - c. **AN ANNUAL BUDGET IS REQUIRED TO BE FILED BY THE CLIENT AND TAX REFUNDS SHALL BE TURNED OVER TO THE CHAPTER 13 TRUSTEE.** The failure to file a budget or turn over the tax refund is the basis for dismissing the case by the court.

Client hereby certifies that these 3 duties were specifically explained to the client.

Clients Initials _____

- III) Appear punctually at the meeting of creditors (also called the "341 meeting") with recent proof of income and a picture identification card. (If the identification card does not include the debtor's social security number, the debtor will also bring to the meeting a social security card.) The debtor must be present in time for check-in and when the case is called for the actual examination.
- IV) Notify the attorney of any change in the debtor's address or telephone number.
- V) Inform the attorney of any wage garnishments or liens or levies on assets that occur or continue after the filing of the case.
- VI) Contact the attorney immediately if the debtor loses employment, has a significant change in income, or experiences any other significant change in financial situation (such as serious illness, marriage, divorce or separation, lottery winnings, or an inheritance).
- VII) Notify the attorney if the debtor is sued or wishes to file a lawsuit (including divorce).
- VIII) Inform the attorney if any tax refunds to which the debtor is entitled are seized or not received when due from the IRS or Illinois Department of Revenue. **Tax refunds in a**

Chapter 13 are turned over to the Trustee annually, you will be asked to file a new budget every year in a Chapter 13, the failure to timely make payments means that the case will be dismissed or property will be lost in foreclosure or repossession. Full Coverage Insurance shall be maintained on secured debts such as mortgages and autos.

- IX) Contact the attorney before buying, refinancing, or selling real property, and before entering into any loan agreement.
- X) Supply the attorney and trustee with copies of all tax returns filed while the case is open and pending. Also in a Chapter 13 an annual budget must be prepared or the plan payments may automatically be increased.
- XI) To provide accurately and honestly all the information necessary to prepare and file the bankruptcy including reviewing the petition with the attorney prior to filing. To provide any information requested of the Debtor by the chapter 13 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.
- XII) To respond immediately to any requests of the Trustee, Attorney or the Attorney's staff.
- XIII) Complete all counseling after filing as well as before. If the second half of your counseling is not completed within 45 days after the 341 meeting your case will be closed in a Chapter 13 but you will not get a discharge and you will still owe your debts in full. **IF COUNSELING IS NOT COMPLETED PRIOR TO YOUR LAST PAYMENT YOUR CASE WILL BE CLOSED IN A CHAPTER 13.** You will not get a discharge, you will owe your debts in full and you will not be refunded any fees. It is your responsibility to finish your classes and to make sure that you get the certification to us and that it is filed.
- XIV) You may wish to file a Chapter 7 or Chapter 13 even though you may not get a discharge. Getting a discharge means that you will not owe for any debt covered by your bankruptcy. You may wish to file a bankruptcy just to obtain a stay and to stop a foreclosure garnishment or repossession. In such a case you may drastically owe more after you complete your chapter 13 to Credit Card companies than you owed before you filed. Please finish the below calculation to see if you will get a discharge or obtain a stay.

DATE LAST CASE DISMISSED	NO STAY IF DISMISSED WITHIN 1 YEAR	DATE LAST CASE DISCHARGED	NO DISCHARGE IF WITHIN 4 YEARS OF PRIOR 7 DISCHARGE OR 2 OF PRIOR 13

- XV) Taxes must be reported on time for the 4 years prior to filing and each year you are in bankruptcy. Additional fees will be charged for any adversary proceeding, redemption, or motion to avoid a lien based upon the hours worked at 150.000 per hour if such services are requested normally a motion will involve a 200 dollar fee but if a hearing is required the earned fee may be higher.
- XVI) The client also hereby certifies that he has reviewed the petition, its accuracy and that he she or they have received a copy of a bankruptcy manual that explains what the client needs to do and his rights. It is the clients responsibility to review the manual, to list in his bankruptcy all of his assets and debts, and to co-operate with the trustee

in delivering to the trustee any required documentation. The client states that he has disclosed herein all of his assets and or transfers of any assets within the last year including any inheritances and pending lawsuits. Said attorney fee sums are not refundable.

XVII) If you have changed residency from one state to another within 2 years you must use the lesser exemptions. If you have purchased a car within the last 3 years you will probably have to pay the retail value for that claim or surrender the auto. I am aware that a defect in the title may allow the Trustee to take any property including my home. The defect in the title may not be apparent from the face of the document such as a defective notary on a deed. **THERE IS NO GUARANTEE THAT I WILL BE ABLE TO KEEP ANY PROPERTY IF I FILE A BANKRUPTCY.**

Date _____

Law Firm

By _____
Nick C. Thompson

Date _____

Debtor

Date _____

Debtor

I understand that the outcome of my bankruptcy depends on the truthfulness, completeness and accuracy of my records. I must list all of my assets that I have owned and **that have been titled in my name** for the prior 2 years. If I no longer own an item I must have received for that item what it was worth as it's fair market value and must not give property to family or close relationships just prior to filing. Property may be lost if the deed, car title, lien or mortgage was not properly recorded. I must also include all of my gross income for the 7 months prior to filing. The failure to do this may cause my bankruptcy to be dismissed or it may cause me to have to file a Bankruptcy under a different section of the code causing more expense and the amounts paid will not be refunded.

Debtor