

## TERENCE G. CARROLL

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### BANKRUPTCY ATTORNEY FEE AGREEMENT

**Chapter 7.** The attorney fees for a typical non-business Chapter 7 case are \$2,000.00 plus \$338.00 to cover the Bankruptcy Court filing fee. The total cost to you, including the filing fee, is **\$2,338.00**. *It is strongly preferred that the entire attorney fee of \$2,000.00 be paid up-front in one installment so that your case can proceed without delay.* The filing fee can then be paid separately when the bankruptcy petition is completed and ready to file with the Court. Please note that collection action by creditors, including wage garnishments, will not be stopped until all attorney fees and Court filing fees have been paid in full and the bankruptcy petition has been filed with the Court.

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**Chapter 13** The standard court-approved attorney fee for most Chapter 13 debt consolidation cases is \$5,000.00, plus \$338.00 to cover the bankruptcy court filing fee. However, an **initial fee payment of \$1,000.00**, plus the filing fee of \$338.00, are the only amounts that need to be paid prior to the filing of the Chapter 13 petition with the Bankruptcy Court. The remaining amount owing for your attorney fees can be wrapped into and included in your Chapter 13 repayment plan.

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#### Services Provided

The attorney and his staff will provide the following services under the fee agreements described above:

1. The attorney will review and analyze your current financial situation;
2. The attorney will make a determination as to whether client qualifies for relief under Chapter 7 and/or Chapter 13 of the Bankruptcy Code;
3. The attorney will describe the type of debt relief available under Chapter 7 or Chapter 13 and will describe how the bankruptcy process works;
4. We will provide the client with various written notices required to be provided by the Bankruptcy Code;
5. We will provide a questionnaire to be completed, with instructions, and a list of documents to be provided to this office and the Bankruptcy Court and/or Trustee;

6. With the client's assistance and with information provided by the client, we will prepare a bankruptcy petition and all required schedules, including but not limited to schedules of assets and liabilities; schedules of income and expenses, a statement of financial affairs; and a schedule of exempt property;
7. We will compute your average monthly income based on income for the past 6 months as provided by the client, and we will complete the Bankruptcy Means Test;
8. We will prepare a Chapter 13 debt repayment plan, if applicable, and amendments thereto if necessary
9. The attorney will represent the client at the Meeting of Creditors after the case is filed. If the attorney is unavailable, substitute representation will be provided.
10. The attorney will negotiate with secured creditors in disputes over the value of real estate and vehicles and will provide representation in the execution of reaffirmation agreements, if applicable

By signing this fee agreement, you acknowledge and agree that **all amounts paid for attorney fees to this office are deemed to be earned at the time payment is made and are non-refundable once the attorney or his staff have started working on your case. This means that if you change your mind for any reason after you have made a payment to this office, and the attorney or his staff have already started working on your case, there will be no refund for any amounts paid for attorney fees. Any amounts paid to this office for attorney fees will not be placed in a trust account. The fact that you have paid your fee in advance does not affect your right to terminate the client-lawyer relationship.** Amounts you have paid for costs such as filing fees *may* be refundable if the costs have not already been incurred at the time the request for a refund is made.

I agree to the provisions set forth above and agree to pay the fees as described above for a Chapter 7 \_\_\_\_\_ (or) Chapter 13 \_\_\_\_\_ bankruptcy filing. I understand that amounts paid for attorney fees are non-refundable once work has started on my case.

\_\_\_\_\_  
Client signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Date