



JACK BERMAN

JACK BERMAN & ASSOCIATES, PC

Chapter 7 Information and Engagement Agreement

When you first meet with the Attorney, you will go through an interview to determine if there are any issues to consider before filing the case. You must truthfully disclose to the Attorney ALL of your assets, ALL of your income and ALL of your debts so that an accurate assessment of your situation can be made. Once it is determined that you qualify, the Attorney will gather additional information from you so that your bankruptcy paperwork can be prepared. You must set up an appointment with the Attorney to review and sign all of your bankruptcy paperwork before the case can be filed.

You sign your bankruptcy paperwork under penalty of perjury. It is essential that your bankruptcy paperwork is a truthful and accurate representation of your assets, income and debts. It is of great importance to the Attorney and the Court that that you take the time to read your papers carefully prior to signing. Any errors should be brought to the attention of the Attorney. ALL OF YOUR BILLS MUST BE INCLUDED IN THE BANKRUPTCY. You are not allowed to selectively exclude any bills. If you discover that you failed to include a bill, you should let the Attorney know and it can be added to the case. If you are worried about your relationship with a particular creditor mention it to the Attorney and arrangements may be able to be made to ensure a continued good relationship with that creditor after your bankruptcy.

You agree that the attorney does not know the value of your property or the extent of the property that you own. Therefore, the attorney is relying upon you to provide accurate statements regarding the properties you own, and the value of the properties. If you are not confident regarding a listing and valuation of assets you must advise the attorney and an attempt will be made to gather this information. Please note additional fees are charged, in advance to gather information that a client is expected to have available.

Our office includes a professional credit report with every bankruptcy filing. A fee of \$100.00 which includes court costs will be charged to add bills after the case is filed. Credit reports do not promise to have all of your bills. Therefore, you are the final judge and witness as to if all of your bills have been put into your bankruptcy paperwork.

Once filed, your case will be assigned to a Trustee and you will be given a court date. The purpose of the Court date is to give creditors and the Trustee an opportunity to ask you questions regarding your assets, income and debts.

The client will be provided with a complete copy of the bankruptcy paperwork that was filed with the court. You should review this paperwork several times. If you find errors they should be brought to the attention of the Attorney.

The client will be provided with a written notification regarding the time and location of their Court date. It is the responsibility of the clients to attend this Court date as it is MANDATORY. Failure to attend could result in the dismissal of your case. One of our attorneys will attend court with you.

In order to properly prepare your bankruptcy paperwork and satisfy the requirements of the law you must supply the following documents to us before we can properly file your case with the Bankruptcy Court. Of course, these documents do not need to be supplied if they do not exist. For example, if you do not own a car you do not need to provide a car title.

- **Proof of Income for the 6 month period prior to filing.**
- **Car Titles**
- **Car Insurance Policy**
- **Copies of 401K/Pension Statements**
- **Copies of Recorded Mortgages, Deeds or Land Contracts**
- **Copies of all Security Agreements**
- **Tax Returns for the past two years including W-2's**
- **Copies of Life Insurance Policies**
- **Current Property Tax Statement**
- **Copies of unexpired Lease Agreements**
- **Divorce Decrees/Judgment and any Property Settlement Agreements**
- **Bank records for 6 month period prior to filing for bankruptcy**

The Attorney fee for a basic Chapter 7 is an estimated fee of \$750.00. The basic fee is increased by \$300.00 to \$1,050.00.00 for a joint husband and wife filing. This fee covers the consultation; preparation of paperwork; and attending your court hearing with you. The \$750.00 fee applies to average consumer bankruptcy cases only. The Attorney has discretion to determine if a case qualifies as an average case and reserves the right to charge an increased fee for more complex cases and will offer a reduced fee to individuals experiencing substantial economic difficulty.

The Court charges a filing fee of \$338.00 which you may pay direct to the Court or through my office. The court can waive this fee for debtors in a hardship situation. The Court will provide a 90 day payment plan for this filing fee so that the case can be filed prior to payment of the Court filing fee.

The basic fee of \$750.00 assumes no judgments or garnishments are in effect and assumes that there will be no reaffirmations of debt.

If you are subject to a garnishment our law office will be required to file paperwork with the court where the garnishment was issued. You will be charged fees for collection, or return of garnishment money in addition to the flat fee for bankruptcy representation for every garnishment that is in effect when the bankruptcy case is filed. We are able to take back some garnishment money taken during the 90 day period prior to filing your case. This is usually all funds in excess of \$600.00. The fee for this service is 20% of all funds collected. This fee must be paid by the client when the attorney delivers the reclaimed monies to the client.

Reaffirmations are written agreements between creditors and debtors in bankruptcy to "keep" a bill. Typically, a Reaffirmation Agreement is entered into with a mortgage company to continue mortgage payments on a home that is being retained and a Reaffirmation Agreement is a document signed with an automobile finance company to "keep" or retain a motor vehicle. If a Reaffirmation Agreement is not properly signed to "keep" or retain a motor vehicle the motor vehicle will be repossessed by the automobile finance company even if the payments are current. There is a charge of \$50.00 for each Reaffirmation Agreement.

Your bankruptcy case must contain accurate information regarding debts, income, expenses, assets and financial transactions. You must report all changes at the time of filing.

If you do not file the case within 90 days of the initial interview you will be charged a re-interview fee of \$100.00. Once you have completed the interview and the attorney has prepared the paperwork there will be no refunds.

If you do not proceed to file the case the Attorney shall retain the deposit.

Payment Plan for Attorney Fee:

It is our practice to file a Chapter 7 Bankruptcy only upon payment of attorney fees in full prior to filing the case.

Client understands that the attorney will attempt to complete services for the estimated fee. However, the attorney fee is based upon a rate of \$350.00 per hour and circumstances beyond the control of the attorney may require an increased fee. _____ (initial here if you understand and agree)

Most of our clients do not pay fees in full at the first appointment. It is agreed that a minimum payment of \$100.00 per month shall be paid after the first appointment to verify continued interest in filing the case. You will not be billed, however, you will receive a receipt after a payment is received. Please mail the payment to the office you visited.

If you need to file your case before the attorney fee is paid in full in order to stop garnishment or similar collection activity we will file a case with a deposit of only \$100. However, this will require a co-signor who presents two cards, either debit or credit, and agrees to a subtraction of no less than \$200.00 per month from one of those cards. The client then pays the co-signor back. If the client wishes to file without a co-signor and only a down payment of \$100.00 the case will be UNBUNDLED. The attorney will file only enough of a case to STOP GARNISHMENT, this partial filing WILL result in a DISMISSED or FAILED Bankruptcy case within fourteen days if the client does not re-retain this attorney or ANOTHER attorney to complete and file the rest of the paperwork before the case is DISMISSED in fourteen days. Client must initial here to acknowledge the possibility of DISMISSAL if balance of case is not filed with 14 days.

EITHER OF THESE PAYMENT PLANS WILL INCREASE THE ATTORNEY FEE BY \$150 in order to pay the additional cost of monitoring the payment plan.

Payment Plan for Filing Fee:

If you elect to pay the filing fee to the court yourself you must understand that the court can dismiss the case if the filing fee is not paid to the court. The court will accept payments in the form of cash, in person, or money order, if by mail. If you elect to pay the filing fee direct to the court yourself there will be a \$5.00 processing fee for any payment delivered to the law office for delivery to the court. We do not charge for delivery of filing fee to the court if it is paid to us prior to filing the case.

It is very rare that work is required after the 341 First Meeting. The normal reasons for additional hearings are fraud or failure to provide required documents.

Any work required after the Section 341 First Meeting of Creditors will be billed separately at \$200.00 per hour or such other rate as the Attorney adjusts to in the future.

I understand that I may be required to attend additional appointments for matters after the Court Hearing to resolve issues, such as; reaffirmation agreements, adversary proceedings and motions for relief from Bankruptcy protection.

You will receive a substantial amount of paperwork from my office during this case. If you prefer to receive paperwork and letters by e-mail, please initial this paragraph and insert your e-mail address neatly:
_____.

This is a contract and I understand that I am promising to pay Attorney fees and accruing Attorney fees.

SIGNED:

DATED:

Co-signor – I agree to pay this fee by deduction from my debit card and TRUST _____ to pay me back. I understand that I consent to Jack Berman collecting \$ _____ per _____ from my DEBIT CARD.

