

CHAPTER 7 LEGAL REPRESENTATION AGREEMENT

THIS AGREEMENT, entered into as of the ____th day of _____, 200__, in Centerville, Montgomery County, Ohio, by and between (hereinafter referred to as “Client(s)”) and **WAYNE P. NOVICK, ATTORNEY AT LAW, OR DEBRA L. JANSING, ATTORNEY AT LAW**, (hereinafter referred to as “Counsel”).

A. COUNSEL FUNCTIONS:

By the terms of the Agreement, Counsel will perform the following legal services:

1. File a Chapter 7 proceeding in the United States Bankruptcy Court, Southern District of Ohio, Western Division at Dayton;
2. Pursue such proceeding to its termination by issuance of a discharge;
3. Minimum customary, reasonable and related services, including the following:
 - a. Interviewing the Debtor(s) and analysis of financial situation;
 - b. Preparation of the Petition, schedules and filing with the Court;
 - c. Preparation of Pre-petition Amendments and Pre-petition modification of schedules;
 - d. Attendance at originally scheduled §341 Meeting;
 - e. Filing of required discharge statement, if necessary;
 - f. Preparation of any Reaffirmation Agreement(s), if necessary;
 - g. Review of any documents submitted by the Trustee for approval; and
 - h. Review of any necessary contracts and consultations with Debtor(s) and Trustee on all matters set forth herein.
 - i.
4. Other services which **will require additional fees**, including, but not limited to:
 - a. All adversary proceedings, including dischargeability complaints;
 - b. Proceeding to cancel a lien because it interferes with the Debtor(s) exemption(s);
 - c. Motion(s) for Relief from Stay, if they are opposed;
 - d. Matters involving the business affairs of the Debtor(s);
 - e. Appearances in Court on Motions involving the Bankruptcy, other than at the §341 Meeting of Creditors;
 - f. All complaints to discharge taxes;
 - g. All complaints to discharge student loans;
 - h. All matters related to traffic matters and the Ohio Bureau of Motor Vehicles;
 - j. Pleadings filed in the State Court to stop garnishments and all matters related to garnishments, and notice of and/or suggestion of Stay filed in State Court;
 - k. Additional §341 hearing(s) caused by the Client(s) failure to appear at the originally scheduled hearing, and costs associated with re-noticing creditors; and
 - l. Real estate title work associated with the ownership of real estate, and determination of the status of liens, mortgages or judgments.
 - J. Failing the means test and or US Trustee inquiries as to passing the

Median income or Means Test or if the case is audited.

B. AUTHORIZATION AND DECISION MAKING:

The Client authorizes and directs Counsel to take all actions which Counsel deems advisable on Client('s') behalf. Counsel agrees to notify Client(s) promptly of all significant developments and to consult with Client in advance as to any significant decisions attendant to those developments.

C. METHOD OF DETERMINING FEES:

Client(s) and Counsel agree that the fees to be charged Client(s) for legal services performed by Counsel in this matter is \$_____ (pass median income test)
\$_____(fail median income test /pass means test)

which covers all minimum, customary services as set forth in Paragraph A-3, not including the filing fees..

- a. **If you fail the median income test after a review of the paystubs there is an additional \$____ min fee for running the Means Test. This fee will be quoted at time the pay stubs are analyzed and based on the work involved with get the Chapter 7 to go forward.**

1. For all other services, including, but not limited to, those set forth in A-4, and any services included in A-3 performed by Counsel if Client(s) elect not to file Bankruptcy. Client(s) and Counsel agree that those additional services shall be billed at the rate of \$200_____ per hour. If demanded by Counsel, retainers shall be paid by Client prior to taking on the duties/work for the services set forth under Paragraph A-4.
2. Client(s) agree to reimburse Counsel for all out-of-pocket expenses paid by Counsel, or, if Client(s) is billed directly for these expenses, to make prompt, direct payment to the originators of the bill.
3. Client(s) agree to pay, in full, the amount of each bill within fifteen (15) days of the billing date.
4. Any outstanding balances not paid when due as agreed above will accrue an interest charge of eighteen (18%) percent per annum (1½% per month) form the due date until paid in full.

D. Please understand that we do not, by meeting with you and reviewing your responses, represent you. We will not take any steps to protect your interests, such as filing a Petition with the Bankruptcy Court, unless and until a retainer agreement formally hiring us as your lawyer is signed by you and the fees and costs called for have been paid and credited.

E. CLIENT ACKNOWLEDGEMENT

Client signature

Client signature

F. FEES AND COST SUMMARY:

This is a proposed fee that is subject to being changed based on information provided to this office

No case can be filed until the entire fee is paid

Filing fee is	\$299.00
Credit counseling	49.00
Debtor Education fee	\$19 per person
REAL ESTATE APPRAISAL PER PROPERTY	
TAX TRANSCRIPTS	
AMENDMENTS FILING FEE (\$26)	
Legal Fee (
MISCELLANOUS COSTS	
LEGAL FEE (PASS MEDIAN INCOME TEST)	
LEGAL FEE (FAIL MEDIAN INCOME BUT PASS MEANS TEST)	
TOTAL FEE DUE PRIOR TO FILING	

CLIENT

CLIENT

WAYNE P. NOVICK, ATTORNEY AT LAW
DEBRA L. JANSING, ATTORNEY AT LAW