CHAPTER 13 BANKRUPTCY FEE AGREEMENT

1. The undersigned, _____ (the "Client"), hereby retains and employs William R. Noelker, Attorney at Law (the "Attorney"), to represent them in a case to be initiated under Chapter 13 of the Bankruptcy Code.
2. The legal services to be rendered are as follows:
    a. all services rendered up to and including confirmation of a plan as set forth in the Rights and Responsibilities of Chapter 13 Debtors and Their Attorneys;
    b. Services rendered in post-confirmation matters referenced in the Rights and Responsibilities of Chapter 13 Debtors and Their Attorneys; and
    c. Representation in any two (2) post-confirmation matters from the following list:
        i. Responding to a motion to dismiss the case for failure to make plan payments, including a motion to modify;
        ii. Responding to a motion for relief from stay;
        iii. Filing a motion to modify the plan (including a motion to suspend plan payments);
        iv. Addressing a trustee's motion to modify the plan;
        v. Filing an application to incur debt; or
        vi. Filing a motion to sell property.
    d. All expenses incurred in connection with the above, excluding filing fees and reimbursement of actual costs for required prepetition credit counseling.
    e. The presumptively reasonable fee does not include:
        i. Defense of any adversary proceeding;
        ii. Representation in any unanticipated litigation or contested proceeding(s) arising from the debtor's failure to provide complete and accurate information to the attorney; or
        iii. Representation in any matter not otherwise addressed in the Rights and Responsibilities of Chapter 13 Debtors and Their Attorneys.
3. Any additional work in addition to paragraphs 2(a) thru 2(e) must be expressly agreed to in writing and will require an additional attorney fee paid in advance of any work performed on the Client's behalf. There may also be additional costs associated with any additional work performed under this section.
4. Amendments to the Debtor's petition after filing require a minimum $50.00 amendment fee not including any additional costs.
5. In consideration of the legal services to be rendered to the Client by the Attorney the Client agrees to pay to the Attorney $3,500.00 as follows:

a. **Option 1:** $3,500.00 due upon the execution of this agreement. (____Initials)

b. **Option 2:** $3,500.00 paid through the plan. (____ Initials)

c. If the Client's case is dismissed or if the Client chooses not to pursue the filing after work has been performed on behalf of the Client or if the case is terminated for any reason before the attorney fee is paid in full, the Client agrees to pay the remaining balance within 30 days of the date of dismissal.

d. **Any fee paid to the Attorney is NON-REFUNDABLE.**

6. The Client understands that a filing fee of $310.00 must be paid before the case is filed. This filing fee is in addition to the Attorney's fee and is required by the Bankruptcy Court.

   a. The filing fee may be paid in installments, however application must be made with the Court and the Court must approve any installment payments. The Attorney does not guarantee that the Court will approve installment payments. If installment payments are approved by the Court the client understands that any missed payments will result in a dismissal of his or her case. The first installment payment is due at the time of the filing. **THE FILING FEE IS IN ADDITION TO THE FEE THAT IS PAID TO THE ATTORNEY IN PARAGRAPH 5. THE ATTORNEY IS NOT RESPONSIBLE FOR ANY FILING FEE.** The full filing fee or the first installment payment must be paid before the petition will be filed. Attorney has no obligation to file the petition if the Client does not pay the filing fee in full or pay the first installment payment.

7. The Client understands that the bankruptcy code requires the completion of two debtor education classes, the first of which must be completed before the petition is filed. **It is the Client's Responsibility to complete these classes and pay any fees associated with these classes.**

8. The Attorney has discussed with the Client restrictions on compensation set out in the bankruptcy code and understands that representation which occurs after the commencement of the bankruptcy case may not by law be included in or charged against the monies paid to the Attorney prior to the petition, and that such services described above and subject to this agreement which occur after the petition will be billed separately at the rate of $250 per hour. Post-petition charges for legal services may be paid only for monies which are not property of the bankruptcy estate and which are earned by the Client after the date on which the bankruptcy petition is filed.

9. It is understood and agreed by the Client that he or she has not retained or employed the Attorney to represent him or her in any adversary proceeding, contested matter or lawsuit which may be presently pending, or which may be commenced after the date of this agreement. Should the Client request representation in any adversary proceeding, contested matter or lawsuit, he or she

understands that any such legal services will be in addition to those described above and will be billed to him or her at the rate of $250 per hour. A new fee agreement must be executed before the Attorney is obligated to perform any work under this section.

10. The Client understands that the representation described in this agreement does not in any way guarantee or represent that a discharge in bankruptcy will be obtained, or that all debts from which discharge can be sought will be included in any such discharge.
11. The Client understands that the Attorney cannot stop a garnishment until the bankruptcy petition is filed. The Client agrees that the Attorney has not promised to stop any garnishment or compel the return of any garnished proceeds. Garnishments that occur prior to the filing of the bankruptcy petition may be exempted under the bankruptcy code. The attorney will claim garnished funds as exempt property on the Client's petition if appropriate.
12. The Client agrees that the Attorney has not promised to file the Client's petition on any particular day or time. There are many factors which control the filing of the petition including the receipt of documents from the client. A list of the required documents will be provided to the client and it is the **CLIENTS RESPONSIBILITY TO DELIVER THEM TO THE ATTORNEY IN A TIMELY MANNER.** The Attorney is not obligated to file the Client's petition unless all documents requested by the Attorney are received. The Attorney agrees to file the Client's petition in a reasonably timely manner once all documents requested are received. From time to time the Trustee will ask for additional documents. The client is responsible for providing said documents to the Attorney within the time frame required by the court. If the client fails to provide the documents within the time frame requested the Client's case may be dismissed.
13. The Client agrees to be truthful in dealing with Attorney and understands that all of the Client's property as well as all of the Client's debts must be listed on the petition regardless of its exempt status. The Attorney is not responsible for any deception by the client.
14. This is the parties' entire agreement. Any modification must be expressed in writing, signed by both parties and attached hereto.
15. The Attorney reserves the right to withdraw from representation should the Client breach any term of this agreement.

CHAPTER 13 BANKRUPTCY FEE AGREEMENT

Signed and agreed to on this _____ day of _____, 20____.

_____
Debtor

_____
Co-Debtor

_____
William R. Noelker

United States Bankruptcy Court
for the Eastern District of Kentucky

Rights and Responsibilities
of Chapter 13 Debtors and Their Attorneys

It is important for debtors who file a bankruptcy case under chapter 13 to understand their rights and responsibilities. It is also important that the debtors know what their attorneys' responsibilities are, and understand the importance of communicating with their attorney to make the case successful. Debtors should know that they may expect certain services to be performed by their attorney, and they should understand that the attorney may charge for those services.

It is also important that attorneys understand what is expected of them if they represent debtors in chapter 13 cases in the Eastern District of Kentucky. An attorney representing a debtor in a chapter 13 case is expected to provide competent representation, which requires the knowledge of chapter 13 law and practice, skill, thoroughness and preparation reasonably necessary for the representation.

In order to assure that debtors and their attorneys understand their rights and responsibilities in the bankruptcy process, the following guidelines provided by the Court are hereby agreed to by the debtors and their attorneys. Unless the Court orders otherwise:

THE DEBTOR AGREES TO –

1) Discuss with the attorney the debtor's objectives in filing the case, and inform the attorney of any imminent deadlines.
2) Provide complete, truthful, and accurate information at all times.
3) Timely provide the attorney with all documents requested by the attorney.
4) Promptly respond to all communications from the attorney.
5) Cooperate with the attorney in preparing all required bankruptcy papers and documents, thoroughly reviewing drafts of documents, and promptly advising the attorney of corrections or additions needed.
6) Understand that the trustee might disagree with the attorney, or that the Court might make a ruling adverse to the debtor, and that the attorney cannot guarantee the outcome of the bankruptcy proceedings.
7) Comply with all orders of the Bankruptcy Court.
8) Make plan payments as required; turn over tax refunds, bonuses, or other lump sum payments if required by the plan or Court order.
9) If the plan calls for payments to be made by the debtor directly to any creditor, make all payments in a timely manner.
10) Keep records of all plan payments made and all mortgage payments made while in chapter 13.
11) Attend the 341 meeting of creditors with proof of social security number and a photo ID.
12) File all tax returns; pay postpetition taxes that come due.
13) Keep the attorney and the trustee informed of the debtor's address and telephone number.
14) Inform the attorney of any wage garnishments, repossessions, or collection efforts which occur or continue after the filing of the case.
15) Contact the attorney promptly if at any time during the case the debtor:

a. receives lottery winnings, an inheritance, lawsuit settlements or awards, or other unanticipated money;
b. files a lawsuit or consults with another attorney about filing a lawsuit, or is considering a settlement in lieu of filing a lawsuit;
c. loses his/her job or has other significant financial problems;
d. has questions about or does not understand a matter related to the case;
e. wants to sell any property; or
f. wants to borrow money, incur debt, or refinance a loan.

16) Complete the required instructional course in personal financial management.
17) If the debtor has a domestic support obligation, contact the attorney when plan payments have been completed and inform the attorney whether all DSO payments have been made.

THE ATTORNEY AGREES TO –

1) Meet with the debtor to review the debtor's debts, assets, income and expenses.
2) Counsel the debtor regarding the option of filing either a chapter 7 or chapter 13 case, discuss both procedures with the debtor, and answer the debtor's questions.
3) Ascertain that the debtor is eligible to file a bankruptcy petition under chapter 13.
4) Advise the debtor of the requirements to obtain prepetition credit counseling and a postpetition financial management course from approved providers.
5) Obtain from the debtor and review the debtor's deeds, mortgages, tax returns, paystubs, car titles, and other appropriate documentation. If the petition is filed before the documents are received and reviewed, advise the debtor of the potential risks of doing so.
6) Timely prepare the debtor's petition, statements, schedules, plan, and related documents. Verify that the information contained therein is consistent with the documentation provided by the debtors.
7) Take reasonable steps to verify that all creditors are scheduled and are given appropriate notice.
8) Review the completed bankruptcy petition, statements, schedules, and all related documents with the debtor; make necessary changes and additions; obtain the debtor's signature; promptly file the petition/statements/schedules.
9) Explain what payments will be made directly by the debtor and what payments will be made through the debtor's chapter 13 plan, with particular attention to mortgages, vehicle loan payments, and student loans.
10) Explain to the debtor how, when and where to make chapter 13 plan payments; inform the debtor when the plan payment amount changes.
11) Advise the debtor of the necessity of maintaining insurance on collateral.
12) Advise the debtor not to sell any property without prior Court approval, or give away any money or property. Advise the debtor not to borrow money, incur debt, or refinance any loans without prior Court approval.
13) Advise the debtor of the necessity of filing all tax returns and of paying all postpetition taxes.
14) Explain to the debtor which debts will not be dischargeable upon completion of the plan, with particular attention to student loans. If the debtor is not entitled to a discharge, explain the consequences.
15) Advise the debtor of the requirement to attend the 341 meeting of creditors, and instruct the debtor as to the date, time and place of the meeting and the necessity of bringing a photo ID and acceptable proof of SSN to the meeting.
16) Attend the 341 meeting and any court hearings, either personally or through another attorney.

17) If an attorney not employed by debtor's attorney's law firm will be attending the 341 meeting or any court hearing, provide to that attorney sufficient information to allow for proper representation.
18) Serve the chapter 13 plan and any amended plan on all creditors and other parties on a timely basis.
19) Timely address objections to plan confirmation including the Trustee's Report and Recommendation as to Confirmation, and where necessary, prepare, file, and serve responses or amended plans.
20) Where appropriate, prepare, file and serve necessary amended statements and schedules, in accordance with information provided by the debtor.
21) Timely review secured and priority claims; timely file amended plans to address claims if necessary; where appropriate, timely file and serve objections to improper or invalid claims. With respect to claims secured by a debtor's residence, timely review Notices of Payment Changes, Notices of Postpetition Fees, Notices of Final Cure Payment, and Responses to Notices of Final Cure Payment; if necessary, take appropriate action.
22) Timely file proofs of claims on behalf of creditors if necessary for the protection or benefit of the debtor.
23) Upon information received from the debtor, contact creditors who continue to communicate with the debtor after filing, and if necessary, file appropriate pleadings.
24) Prepare, file and serve appropriate pleadings necessary to accomplish the goals of the chapter 13 case, including but not limited to:
    a. motions to extend the automatic stay;
    b. motions for turnover of repossessed property necessary to an effective reorganization;
    c. motions to avoid liens on real or personal property;
    d. motions to deem mortgage current or notices of final cure payment;
    e. affidavit that debtor is current on post-confirmation DSO payments; and
    f. financial management certificate.
25) Take appropriate action to address a trustee's motion to dismiss for lack of feasibility of the plan.
26) Monitor all pleadings filed in the case.
27) Communicate with the debtor to discuss pending issues or matters in the case.
28) Comply with local and federal rules, and all Court orders.

THE ATTORNEY'S COMPENSATION:

The attorney may accept, in lieu of filing a fee application, a presumptively reasonable fee in an amount up to and including $3,500, provided the plan is confirmed. This fee includes:

- all services rendered up to and including confirmation of a plan;
- services rendered in post-confirmation matters referenced above; and
- representation in two (2) post-confirmation matters from the following list:
    - Responding to a motion to dismiss the case for failure to make plan payments;
    - Responding to a motion for relief from stay;
    - Filing a motion to modify the plan to address a delinquency (including a motion to suspend plan payments);
    - Addressing a trustee's motion to modify the plan;
    - Filing an application to incur debt; or

– Filing a motion to sell property.

- all expenses incurred in connection with the above, excluding filing fees and reimbursement of actual costs for required prepetition credit counseling.

The presumptively reasonable fee does not include:

- Defense of any adversary proceeding;
- Representation in any unanticipated litigation or contested proceedings arising from the debtor's failure to provide complete and accurate information to the attorney;
- Representation in any matter not otherwise addressed herein.

The attorney's representation of the debtor continues through the time the debtor receives a discharge, the case is dismissed, the case is converted, or the court approves the attorney's withdrawal from representation (whether based on a request of the attorney or of the debtor). Therefore, the debtor's attorney is expected to provide, in addition to the services described herein, such other legal services as are necessary for the administration of the chapter 13 case. However, the attorney may seek additional compensation for such services.

Any compensation sought in excess of the presumptively reasonable fee of $3,500 must be requested by filing an application for compensation pursuant to the applicable Federal Rules of Bankruptcy Procedure and applicable Local Rules.

_____
DEBTOR

_____
DEBTOR

_____
ATTORNEY FOR DEBTOR

DATED: _____