

## ATTORNEY CONTRACT FOR BANKRUPTCY SERVICES

THIS CONTRACT, dated this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between, \_\_\_\_\_ hereinafter referred to as "Client", whether singular or plural, and The Wolfe Law Firm, Attorney Dorwin J. Wolfe, hereinafter referred to as "Attorney." Client desires to employ Attorney to handle the following:

Chapter 7 Bankruptcy, liquidation in the Bankruptcy Court for the Northern District of West Virginia.

THEREFORE, the parties agree as follows:

1. Client agrees to employ Attorney to represent them and to institute and file a Chapter 7 Bankruptcy Petition in the United States Bankruptcy Court for the Northern District of West Virginia.
2. Attorney accepts employment on condition that, upon review, it is determined by Attorney that the Client is "eligible" to file a Chapter 7 Bankruptcy. The Attorney has the right to withdraw from representation of Client, should in the attorney's opinion, the client is not eligible to file bankruptcy. "Eligible" shall be the Attorney's sole decision and includes his evaluation of the Client's Estate, Debts, Liability and Bankruptcy Law.
3. "Client" agrees to complete a bankruptcy questionnaire and hereby agrees that if they did not completely and truthfully answer all questions and it later comes to light, Client agrees to hold Attorney and the Law Firm harmless. Client has been given information concerning the benefits and consequences of filing bankruptcy. The Client has been advised as to the differences between a Chapter 7 and Chapter 13 Bankruptcy.
4. The Fee for representation of the Client in a Chapter 7 Bankruptcy are as follows:  

\$1,000.00 Attorney's Fees

\$400.00 for expenses which includes, Filing Fees, credit reports, office expense
5. The client understands that they are required to complete an Approved Credit Counseling course in order to be able to file their Bankruptcy petition. The Client further understands that they are required to complete an Approved Debtor Education course in order to receive a discharge of their Bankruptcy. Credit Counseling, Debtor Education and Credit Reports have fees associated with them which are the clients sole responsibility.
6. Should the Client's petition be converted to a Chapter 13 Bankruptcy, the fee will be

increased. The increase in fee shall be based upon the amount of attorney time devoted to your Chapter 13 Bankruptcy at the rate of \$150.00 per hour. This is above and beyond the attorney fee paid above for the filing of the Chapter 7 Bankruptcy.

7. All fees are payable in cash, money order or cashier's check. We Do Not accept personal checks or credit cards. All Chapter 7 fees and expenses must be paid prior to the filing of the petition.
8. The attorney's fees for the filing of a chapter 7 bankruptcy are a flat fee and includes office consultations, preparation of the petition, schedules and related documents, the filing of the petitions with the court, attendance at the meeting of creditors, filing of any Motions to Avoid Liens and /or Pleas of Stay, and execution of any reaffirmation agreements or redemptions.
9. The fee paid Does Not include the defense of any adversarial proceedings which may be filed against you. An adversarial proceeding is when a suit is brought against you in Bankruptcy Court, which is uncommon. However, additional fees and expenses will be charged beyond what was paid for your Bankruptcy case. An initial retainer to cover fees and expenses may be charged. The cost of defending an adversarial proceeding is \$150.00 per hour including any expenses, which must be paid in full at the end of each month. Failure of the Client to pay either the initial retainer or the monthly fee will breach this agreement and the attorney can choose to withdraw from representation of the client.
10. If, in the event the attorney must bring an adversarial procedure against a creditor for any reason, we will attempt to collect our attorney's fees from the creditor. However, if the Court does not award attorney's fees, the client will be responsible for attorney fees and expenses at the above attorney hourly rate.
11. If a dispute arises about the value, compensation or payment of attorney fees or expenses, such dispute shall be resolved by binding arbitration to be held in Elkins, WV, by a single arbitrator, in accordance with West Virginia Code §55-10-1, et seq., or other arbitration procedures mutually agreed upon.
12. By signing this agreement, The Wolfe Law Firm agrees to represent only you. We will not disclose confidential information concerning your case with anyone else, including family members, even if the family members paid the fees to us on your behalf. You must give us written permission to discuss your case with particular individuals before we will disclose information to them or discuss your case with them.
13. Notice to husbands and wives: In the event that spouses file jointly, the undersigned acknowledge that they are husband and wife, that their financial interests and issues are

common and not adverse to each other and will best be resolved jointly rather than independently, that they have no conflicting issues between them, financially or otherwise, that this law office is representing their interests jointly, that any information provided to this office by either party can be shared with the other party by this office, and that should a conflict of interest arise between husband and wife that you will notify us in writing immediately and set an appointment to discuss the conflict and the appropriate resolution. The undersigned hereby agrees to hold the law office harmless for the release of any information by this office to the other spouse.

14. The services to be rendered to you will be considered terminated upon the dismissal of your case or upon the completion and entry of a discharge and final decree by the Bankruptcy Court. Furthermore, any other services you request from my office will require an additional agreement for services and additional fees.
15. The undersigned acknowledges and agrees that the filing of a Bankruptcy may negatively affect their credit report and rating and could negatively affect the credit report and rating of a co-debtor and that this law office is not responsible for any problems you or a co-debtor may have with their credit report as a result of filing a bankruptcy.
16. Client's Duties: Client will cooperate with Attorney in providing them, on a timely basis, with the information they request in handling Client's case. Client shall keep Attorney advised at all times of Client's current and correct mailing address, home telephone number, work telephone number, cell phone number and any email address where you can be contacted. Furthermore, you will notify us of any change in mailing address immediately upon change so that we can notify the Court of such a change. This will insure that you receive all notices relevant to your case.
17. Client agrees that if Attorney is unable to contact Client for a period of 30 days, or client has failed to pay the required fees and expenses, then Attorney may consider the attorney/client relationship to be terminated, and will have no further responsibility to protect Client's interests or to proceed with Client's case. This does not relieve Client from their responsibility for reimbursing Attorney for costs advanced on Client's case, plus attorney fees earned as set forth herein, at the rate of \$150.00, per hour.
18. You agree that you have read the following agreement, that it has been explained to you to your satisfaction, and that you have had the opportunity to ask questions concerning all of its terms.
19. The attorney shall not provide any further bankruptcy assistance until such time as you sign and return this agreement along with the required up front fees to this office. No attorney/client relationship shall exist until such time as this agreement is executed, delivered and paid, except to the extent necessary to hold your information in confidence.
20. If you accept this offer for this firm to provide you with bankruptcy assistance, then your

signature on this form shall be authorization for this firm to obtain credit reports on your behalf and to file a bankruptcy petition for you via the Bankruptcy Court's Electronic Case Filing System and all other subsequent court filings in your case through this system. Furthermore, you agree to execute any other authorization to obtain your credit report as may be required by the provider of the credit report.

21. Retention of Files: Client understands that The Wolfe Law Firm will only retain the client's file electronically for a period of three years after the case is completed. After the three-year period, the entire file will be discarded, and The Wolfe Law Firm will not retain a copy of any portion of the file. Thus, it is each client's responsibility to seek the return of all original documents immediately after the case is completed, and to request a copy of any portion of the file the client wishes to retain. If the client waits more than three years to request the file, then no portion of the file will be in existence at that time.

So offered this \_\_\_\_ day of \_\_\_\_\_, 2015.

WOLFE LAW FIRM

    /s/Dorwin J. Wolfe      
Dorwin J. Wolfe

\_\_\_\_\_  
Debtor

\_\_\_\_\_  
Debtor Spouse