

BANKRUPTCY RETAINER AGREEMENT

THIS BANKRUPTCY RETAINER AGREEMENT ("Agreement") is dated as of this _____th day of _____, _____, _____, between Stephen M. Goldfarb Law Office, a Minnesota Professional Association, and

_____ (hereinafter "Client"), For purposes of this Agreement, "Party" shall mean the Stephen M. Goldfarb Law Office or Client, and "Parties" shall mean Stephen M. Goldfarb Law Office and Client.

RECITALS

WHEREAS, Stephen M. Goldfarb Law Office is a Professional Association (hereinafter "Law Office" or "Attorney") located in St. Louis Park, Minnesota; and

WHEREAS, the principal attorney at Stephen M. Goldfarb Law Office, P.A., has dedicated his law practice of more than forty (40) years to the counsel and representation of ordinary people throughout the Twin Cities area with legal needs; and

WHEREAS, Client has sought the Law Office for legal advice and representation related to bankruptcy; and

WHEREAS, both Parties agree that Client is in need of legal advice and representation in a bankruptcy matter; and

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

ARTICLE I SCOPE

1.1 Client has hired Stephen M. Goldfarb Law Office to represent Client in the matter of

In addition to Attorney, Stephen M. Goldfarb, other individuals in this Law Office maybe assigned to work on Client's case.

1.2 Client understands that Client's case may involve extremely difficult problems and may take a long time to settle or to take to trial. Law Office will work hard on Client's case and represent Client competently, diligently and will faithfully pursue the interest of the Client. Client must pay for Law Office's services no matter how the case comes out.

1.3 The basic fee for this representation will be \$_____ plus filing fees. Attorney fees must be paid before the Attorney begins drafting the Bankruptcy Petition. The basic fee shall cover the following services:

- Preparation of Petitions and Schedules, Matrix, Exhibits and other documents required to be filed at the time of commencement of the case.
- Consulting with and advising the Client concerning his or her legal rights under both Chapter 13 and Chapter 7 proceedings.
- Appearing in Court with the client for the First Meeting of Creditors.

ARTICLE 2 COMMUNICATIONS

- 2.1** Law Office shall keep Client informed of all developments relating to Client's case and will send Client copies of all letters and court papers. Law Office may give Client advice in advance when Client has important decisions to make and will explain the legal issues involved. Law Office will bill you 20 cents per page for each photocopy sent to the Client. Client is responsible for reasonable costs of photocopying their file or charges incurred for copies made outside the office.

ARTICLE 3 COMPENSATION AND INVOICING

3.1 Legal Fees.

- Client has agreed to pay Attorney at the following rates for time spent working on Client's case:
- A. \$275.00 per hour for all attorney time spent on Client's case in the office during normal working hours; all travel time; all attorney court time; all out-of-office time during normal working hours; and services performed at your request during evenings, weekends, and holidays;
 - B. \$125.00 per hour for investigative or legal assistant time spent on Client's case;
 - C. All costs and expense as billed.
- Law Office will charge Client for time spent traveling to and from court hearings and meetings involved in Client's case and for time spent waiting when a court hearing or meeting does not start on time. Time is charged in 6-minute increments and the hourly rates can be changed on 60 days' notice.

The services that shall result in entitlement to additional fees shall include, but are not limited to the following:

- a. Disputes with the Trustee over exempted assets;
- b. Conversion, at the request of the client to a Chapter 7 or a Chapter 13;
- c. Representation of the Client in a contested hearing;
- d. Adding additional creditors to Bankruptcy after initial filing (\$25.00 per creditor);
- e. Removal of judgments from real property;
- f. Obtaining and recording certificate of exempt property;
- g. Amendment of Schedules or modification of plan;
- h. Motion to avoid security interest.

In the event it is necessary to amend the petition, schedules or other documents because of any error or omission on Client's part, fees will be billed at the hourly rate stated above.

3.2 Retainer Fees.

Client has agreed to pay Law Office a basic fee to be deposited in a trust account. Law Office shall submit bills periodically to Client as outlined in Section 3.3, for services provided by the Law Office. The bill may also include other fees, charges, and expenses.

3.3 Billing Procedures.

On or within fifteen (15) calendar days after the last day of each calendar month, Law Office shall prepare and submit to Client an invoice for previous monthly actual costs and charges for Services performed under this Agreement.

All invoices shall be submitted to Client and shall be itemized by Law Office by service categories. All Parties' contact information for billing and payment shall be set forth in the bill.

As bills become due, Law Office will charge the trust account approximately ten (10) days after the payment due date. If the Client's contribution to the Trust Account has been depleted and further representation is needed to continue the case, the Client has agreed to make additional

payments to continue the services. Client's account shall be paid in full within thirty (30) days from the date of billing. If Client has not paid in full within 30 days from the date of billing, Law Office shall cease work on Client's case. In the situation where Client has not paid the account in full within sixty (60) days from payment due date, Law Office shall withdraw from representation.

Law Office has agreed to accept credit cards ONLY on the basis that disputes are to be handled through the Hennepin County Fee Arbitration Committee rather than any credit card dispute process.

3.4 Late Payments.

If trust account is not kept current, amounts owed to Law Office more than thirty (30) calendar days beyond the payment due date shall accrue interest for each calendar day such invoice is not paid. Client shall be assessed a late charge of .50 % per month on all bills that are not paid within thirty (30) calendar days of billing date; this is an annual percentage rate of 6%. The charge for late payment can be changed upon 60 days' notice. Attached to this Agreement are a copy of the Law Firm's Policy Regarding Payment of Fees and Costs, and a copy of the procedure Client should follow in case of questions or errors on Client's billing statement.

3.5 Billing Disputes.

In the event Client disputes a bill or portion thereof, or disputes any other claim or adjustment, Client shall provide Law Office with written notice of the objection at that time. Once the notice of objection is received by the Law Office, the dispute shall be submitted to the Hennepin County Fee Arbitration Committee for a binding arbitration. Please note that if Client does not submit a written objection to the bill within 10 days of the payment due date, the amount of the bill will be deemed settled or agreed upon and the amount of the bill will be withdrawn from the trust account.

3.6 Collection Fee.

Client agrees that if Law Office finds it necessary to refer this matter to a collection agency or another attorney to collect on the bill, Law Office is permitted to collect the costs of collection together with the amount due as reasonable attorney's fees, collection agency charges, outstanding fees due to Law Office, plus interest charged in addition to the amount owed.

**ARTICLE 4
CLIENTS RESPONSIBILITIES**

- 4.1** It is the responsibility of the Client to provide full, accurate and up to date information relative to all debts, assets, including but not limited to creditors' addresses including zip codes, account numbers, values of assets, dates when goods and services were purchased. To the extent that the Attorney must expend additional time ascertaining such information, the fee quoted above will be increased accordingly.

The Client is responsible for paying all out of pocket costs that are incurred in the handling of this matter, such as appraiser's fees, stenographer's fees, income tax preparer's fees, etc. These types of costs may also include, for example, court filing fees, fees to process servers, computerized legal research time, copying charges and long distance telephone charges.

**ARTICLE 5
OTHER MATTERS**

- 5.1** Unless otherwise expressly stated in Agreement, representation does not include an appeal of Client's case. Each party to a legal proceeding has available certain alternatives which will affect the amount of time and money expended in the proceeding. Since the time spent on each matter varies, as does the nature and amount of work necessary to achieve a desired result, it is not

possible to accurately estimate the services necessary or the total amount of fees and expenses, which will be required for Client's case.

**ARTICLE 6
WITHDRAWAL**

- 6.1** Law Office has the right, at its discretion, to withdraw from Client's case if Client has misrepresented or failed to disclose material facts to the Law Office, if Client fails to follow Law Office advice, if Client has been unreasonably litigious, if Client does not pay their fees outlined in this Agreement, or for other reasons. Likewise, Client may discharge Law Office at any time for any reason. Client shall be responsible for any fees and costs incurred prior to Law Office's withdrawal or discharge, including time expended to turn over Client's file and other information to you or to substitute counsel. Law Office shall make every effort to protect Client's interests if Law Office withdraws or are discharged.

**ARTICLE 7
FEE SPLITTING PROVISION**

- 7.1** (THIS PARAGRAPH APPLIES ONLY IF CHECKED) _____
Client's approval shall be sought before an attorney from another firm works on Client's case. The attorney from another law firm who works on Client's case does not have joint responsibility and does not get paid in proportion to the services provided. Law Office shall draft a letter confirming the arrangement.

**ARTICLE 8
TAX ADVICE**

- 8.1** Law Office representation does not include rendering tax advice to Client. Client must seek such advice from an accountant or other financial adviser.

**ARTICLE 9
WARANTY**

- 9.1** Law Office is not able to warrant or guarantee specific results. Law Office can only do the best they can for their clients.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, effective as of the date first written above.

Client's Signature

Client's Name

Date

Stephen M. Goldfarb Law Office P.A.

Date: _____

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