

Norman & Bullington, P.A.
Attorney at Law
1905 West Kennedy Blvd.
Tampa, Florida 33606-1530
(813) 251-6666 telephone (813) 254-0800
Chapter 13 Bankruptcy Fee Agreement

I/WE _____ the undersigned, hereby retain and employ NORMAN & BULLINGTON, P.A. for representation regarding the matter of Chapter 13 Bankruptcy.

As compensation for her services, I/WE agree to pay NORMAN & BULLINGTON, P.A. for filing my/our Chapter 13 Bankruptcy Petition in the Middle District of Florida, Tampa Division, the amount of \$_____. The retainer amount of \$_____ has already been paid and Client agrees to make payments to the law firm in accordance with the following schedule until the completion of the entire payment of attorneys fees:

\$_____ before filing, plus \$274.00 filing fee, \$49.00 credit counseling and \$19.00 each for Debtor Education. \$_____ through plan.

The pre-petition portion of all payments must be made and a final signing conducted before the client'(s) bankruptcy case will be filed with the Court. The bankruptcy protection of assets does not begin until the case is actually filed. All payments are considered earned upon receipt and are **Non-Refundable** even if the above mentioned services have not been rendered at the time of the payment. This charge will include all Attorney fees and filing fees necessary for the filing of a simple bankruptcy case. I/WE understand that services in addition to those rendered in a simple case may be required beyond to the standard services and that such services may require payment of additional fees and costs. I/WE further understand that, in order for representation to continue, we must make arrangements to pay such additional fees and costs. The Attorney's fee includes: initial consultation, follow-up appointment, review of documentation provided by the client, preparation of Bankruptcy Petition, Chapter 13 Plans, schedules and statements required for your bankruptcy case, (this includes assistance in choosing the appropriate exemptions, and the means test calculations) **based on information supplied by client**, the filing fee for filing the petition with the Bankruptcy Court, representation at the 341 Creditors Meeting, a response to any objections to exemptions, if necessary and appropriate, reasonable negotiations with the Trustee, US Trustee and Objecting Creditors.

Negotiations:
Lien Avoidance for:
Motion to Value:
Suggestion of Bankruptcy:
Motion to Continue Stay:

The above-quoted fee is based on approximately _____ creditors, of which client must supply names, addresses (including zip codes), approximate current balances and account numbers. The fee is to be paid in full before filing. There is an additional charge of \$25.00 for all returned checks. We do not accept post dated checks. All information must be supplied by client before petition is filed with the Bankruptcy Court, please try to list every possible creditor because there is an amendment fee for additional creditors after the petition is filed. If our office is not supplied with the necessary information to file your petition within 30 days of the date of this agreement, client will forfeit any fee paid to date and we will close our file under the assumption that you do not wish to pursue your Bankruptcy. Also, if client changes the petition for reasons other than our error, there may be additional charges.

The fee that you have quoted is based upon the presumptively reasonable fee. The presumptively reasonable fee has been determined by **ALL** of the Judges in the Tampa Division of the Bankruptcy Court for the Middle District of Florida. The presumptively reasonable fee will include all of the services normally required for a Chapter 13 Case. If the Attorney is aware of additional services that will be required in any given case, the Attorney may also have included these services. In the event that the unanticipated need for additional services arise, the Debtor and the Attorney agree that the Attorney may request additional fees in accordance with the fee petition process.

If the lawyers believe that such additional services may be necessary; they will attempt to advise the clients of this possibility in advance. However, the Attorney may not include such issues which might come up in the client's case in the advance fee in order to save the client money in the event the issue does not arise.

If the attorneys know in advance that such actions will be necessary and have included a fee, this fee is a minimum

fee which is based upon the estimated amount of time required to complete the services if not seriously contested. In the event there is opposition and additional research, pleadings and hearings are necessary these services will be billed for at \$250.00 per hour for attorney Sheila D. Norman, Esquire and \$225.00 for attorney Walter G. Bullington, Jr., Esquire. In the event paralegal services are required or used in order to reduce overall expense, paralegal time will be billed at \$85.00 per hour. A discussion of your options with respect to these various issues, including an explanation of the likely costs in pursuing or responding to same, is included in the fee. In a Chapter 13 Case, such additional fees and costs will be determined by the Court and paid through the Chapter 13 Plan. It is customary for additional fees to be paid through the Chapter 13 Plan and a fee of \$3,600.00 (not including the filing fee) is currently presumed to be reasonable in all Chapter 13 cases. There are also a number of additional add on components that can be significantly increase this minimum fee. Additional fees based upon a fee application could be awarded by the Court for an increase in the presumptive fee.

Once you have retained the services of NORMAN & BULLINGTON, P.A. and paid your portion of fees, you should refer all creditors to our office regarding your accounts with them. Please do not refer vehicle loan creditors to our office or advise them of your intention to file bankruptcy if you intend to attempt to keep the vehicle. In the event any Creditor refuses to comply with your request to cease contacting you, please obtain the name, address, job title and telephone number of the person with whom you are speaking and provide this information to our office. Our office will advise your creditors that you are filing Bankruptcy and that all communication must come through our office. Approximately 7-10 days after your Bankruptcy petition is filed with the Court, you and your creditors will receive notice of the filing, including case number, etc. and the date, time and location of the 341 creditor's meeting. This is the meeting where you sit with the Trustee assigned to your case, answer questions and provide documents. Allow approximately 45 minutes for this meeting. The date of this meeting is approximately one month after the filing, the court date is assigned by the Bankruptcy Court, the attorney has no control over this date. Failure to attend your 341 creditor's meeting may be cause for an additional charge, through the fee petition process.

Attorney responsibilities are concluded with the discharge.

In order to give better services please try to keep all calls to a minimum and kindly call to schedule an appointment before coming to the office for any reason. Your file will be assigned to _____, please call her with any questions and we will endeavor to return calls within 24 hours.

DUTIES OF THE CLIENT:

It is the client's responsibility (1) To supply the attorney with a complete list of all assets and liabilities and truthfully complete the questionnaire. The creditor information must have current address and amount owed. (2) To thoroughly read the schedules and verify all information on the schedules BEFORE signing the petition. (3) To verify if there are any liens on real property owned by debtor(s). If so, the client must supply a copy of said lien along with a legal description of the property encumbered by the lien. This is to allow the lien to be removed from the property. (4) To appear at the 341 Creditor's meeting scheduled by the Court. Failure to appear will result in the bankruptcy being dismissed or discharge withheld. (5) To keep the law firm advised in a timely manner of all changes of address, telephone number and contact information. The law firm must be able to contact the client in a timely manner.

ADDITIONAL FEES

The fee indicated above is the pre-petition portion of your fee. Additional fees will routinely be requested through the Plan, if appropriate. Even in the event we are unable to agree on additional fees, the Court may award additional fees through the plan based upon the amount of work necessary to complete your case.

STATEMENT OF CLIENTS RIGHTS:

The undersigned client, before signing this contract, understands each of the rights set forth therein. Client further acknowledges that client has been afforded a full and complete opportunity by attorney to understand each of the rights as set forth therein. Client also acknowledges receipt of an executed copy of this agreement.

RIGHT TO WITHDRAW:

I hereby specifically agree that my attorney shall have the right to withdraw from my case if I do not make the payments required by the agreement, if I have misrepresented or failed to disclose material facts to my attorney, or if I act in disregard of my attorney's advice. If any of these events occur, I shall execute a stipulation for withdrawal or substitution of attorney at my attorney's request. Further, I understand that I shall not be entitled to any refund of money paid by me or on my behalf.

CONSTRUCTION OF AGREEMENT:

This agreement shall be construed and interpreted according to the laws of the State of Florida and Code of Professional Responsibility. No paragraph heading shall be relied upon or utilized in the interpretation of any of the provisions of this agreement, such headings being for convenience only, and in all references herein to persons, whether attorney, client or others, the use of any particular gender of the plural or singular number is intended to include appropriate gender of numbers as the rest of the written instrument may require.

Dated this ____ day of _____, 20____.

Client

Client

Norman & Bullington, P.A., Attorneys at Law, relying upon the above representations, hereby agrees to represent the above client(s) in this case.

Dated this ____ day of _____, 20____.

NORMAN & BULLINGTON, P.A.