



CHAPTER 13 BANKRUPTCY ATTORNEY FEE AGREEMENT

PARTIES TO AGREEMENT: The parties to this Agreement are Jen Lee Law (Firm) and _____ (“Client” or “you”).

CONDITIONS: This Agreement will not take effect, and the Firm will have no obligation to provide any legal services or perform any work for you, until you return a signed copy of this Agreement and pay the legal fees required below.

SCOPE OF ENGAGEMENT AND SERVICES: The Client retains and employs the Firm to represent Client in a Chapter 13 bankruptcy case to be filed in the United States Bankruptcy Court for the Northern District of California, but only to the extent specifically set forth below:

1. Review and analysis of your current financial situation.
2. Determination as to whether client qualifies for relief under Chapter 13 of the Bankruptcy Code.
3. Description of relief available under Chapter 13 and how the bankruptcy process works.
4. Preparation of bankruptcy petition and schedules of assets and liabilities, income and expenses, and statement of affairs and schedule of exempt property based on information supplied by the Client.
5. Computation of your average monthly income based on income for the past 6 months.
6. Preparation of Chapter 13 plan and amendments if necessary.
7. Representation at Meeting of Creditors (Trustee’s Meeting).
8. Response to any objections to exemptions, if necessary and appropriate.
9. Reasonable negotiations with the Trustee, US Trustee, and Objecting Creditors.

DUTIES OF CLIENT: You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this Agreement, and to keep us and the bankruptcy court advised of your current address, telephone number, and whereabouts. Further, it is your responsibility to provide us with (1) a full list of all of your creditors, including their names, addresses, account numbers, and the amounts of their claims; (2) copies of all of your tax returns filed within the last 2 years; and (3) copies of your last two paychecks, if you are an employee. If you are self-employed, you must provide us with bank statements or income and expense statements for the last 2 months. You also agree to review your bankruptcy papers to ensure that they are factually correct and that they disclose fully all of your assets and other financial information. The Firm is not responsible for determining whether there are other assets or claims that are or may be relevant to your bankruptcy case if you fail to inform us of them.

LEGAL FEES: The fees for the services covered by this Agreement shall be _____, plus a \$274 court filing fee, for a total of _____. _____ is payable on your signing of this letter and the remaining _____ will be paid through your Chapter 13 plan. All fees paid by you to the Firm are earned on their receipt by the Firm and are not refundable for any reason, including the termination of this Agreement. This compensates the Firm for opening your file, taking any calls from creditors, doing an analysis of your matter, and beginning to prepare your paperwork. It also compensates the Firm for reserving sufficient time and other resources to handle your case.

ADDITIONAL COSTS: The following costs are not included in the above referenced fee: Filing Fee, Credit Counseling Costs, Expedited Preparation Fee, Appraisals, Broker Price Opinions (“BPOs”), Valuation Services, Credit Reports, Document Gathering Services (typically for deeds, child support orders, divorce decrees, lawsuits, etc.), Homesteads, and Tax Transcripts.

TERMINATION OF THE FIRM BY THE CLIENT: The Client shall have the right to terminate and discharge the Firm at any time. Any such termination or discharge of the Firm must be in writing. In such event, the Client authorizes the Firm to make and retain a duplicate of the Client’s file. The Client further agrees to bear all reasonable costs of transferring the Client’s file to any new counsel chosen by the Client.

WITHDRAWAL FROM REPRESENTATION BY THE FIRM: The attorney-client relationship is one of mutual trust and confidence. If you have any questions at all about the provisions of this Agreement, we invite your inquiries. We encourage our clients to inquire about any matter relating to this Agreement.

In addition, the Client agrees that the Firm may withdraw from representing the Client on written notice sufficient to enable the Client to retain new counsel. The Firm can withdraw as counsel (1) if the Firm decides to cease the practice of law, (2) if evidence discloses that the Client’s case is without legal merit, (3) if the Firm determines that it does not wish to further represent the Client, (4) if the Client does not reasonably cooperate with the Firm regarding the Client’s case, (5) if the Client is in material breach of this Agreement, or (6) for any reason authorized by law or the California Rules of Professional Conduct.

DISCLAIMER OF GUARANTY: The Client understands that the Firm has made no representation or guaranty concerning the favorable termination of this matter or the favorable outcome of any legal proceedings (including any bankruptcy proceedings) that may be filed or defended on behalf of the Client.

OPEN FILE, REFERRAL OF CREDITORS: Unless other arrangements are made, you agree that we can close your file and refer creditors back to you if you do not proceed with your bankruptcy within 6 months after the date of this Agreement. Further, if you later request that we reopen your file, it may be necessary for us to renegotiate our fee agreement with you.

GENERAL: This Agreement has been executed, and is intended to be performed, in the State of California, and governed by the laws of the State of California and, to the extent applicable, federal bankruptcy law.

NO PROMISES OR WARRANTIES: No promise, representation, or warranty has been made by or for the Firm in respect of this Agreement, except as set forth in this document. The Client acknowledges having had the opportunity to seek the advice of separate counsel with respect to this Agreement and Client has availed himself or herself of that opportunity to the extent that Client deemed appropriate.

DISPUTE RESOLUTION: If any dispute arises between you and the Firm regarding our fees or services rendered in connection with this Agreement, such disputes shall be submitted to binding arbitration. Such a dispute would include any claim against the Firm for breach of contract, negligence, breach of fiduciary duty, or other wrongdoing. The arbitration shall be conducted before the American Arbitration Association. The arbitrator(s) appointed to hear the case shall be an attorney(s) or retired judge(s). The California Rules of Evidence shall apply at the arbitration hearing. The decision of the arbitrator(s) shall be final. We both shall have the right to conduct discovery pursuant to the California Rules of Civil Procedure for 120 days after the filing of a response to the request for arbitration. At the conclusion of the arbitration hearing, the award rendered by the arbitrator(s) shall be sealed for 60 days while the parties attempt to mediate the dispute. The mediation shall be administered by the American Arbitration Association under its applicable mediation rules. The mediator shall not be the arbitrator(s) previously appointed to hear the dispute unless both parties mutually agree that the arbitrator(s) may serve in that capacity. If the mediation is successful, the parties agree that the arbitration award will be canceled and will have no further force or effect. If the mediation is unsuccessful, the award of the arbitrator(s) shall be issued and transmitted to the parties and judgment on the award may be entered in any court having jurisdiction thereof.

MODIFICATION IN WRITING ONLY: No change or modification of this Agreement shall be effective until confirmed in a writing signed by the Firm and the Client that expressly refers to this Agreement. This document and Exhibits A, B, and C attached to this Agreement embody the entire agreement of the parties concerning the subject matter of this Agreement. There are no promises, terms, conditions, or obligations other than those contained in this Agreement and in Exhibits A, B, and C; and this Agreement and Exhibits A, B, and C to this Agreement shall supersede all previous communications, representations, or other agreements, either verbal or written, between the Firm and the Client.

CONFIDENTIAL COMMUNICATIONS: You authorize the Firm to communicate with you and to send and receive confidential communications to you and from you via fax, e-mail, and cellular telephone, even though these methods of communication have been shown to have some risk in that they can be accessed by unauthorized third parties.

PRIVACY POLICY: The following is an explanation of the Firm's privacy policy regarding your personal or financial information. The Firm may collect nonpublic

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Jen Lee Law is a federally designated Debt Relief Agency. Jen Lee Law helps people file for bankruptcy relief under the United States Bankruptcy Code.

personal or financial information about you, either from you directly or from an outside source, in the course of representing you as contemplated by this Agreement. The Firm will disclose any such nonpublic information only to individuals or entities as necessary to provide you with the legal services contemplated by this Agreement. Examples of such individuals or entities include members of the Firm's staff, the United States Bankruptcy Court, the United States Trustee, and the bankruptcy trustee appointed in your case, and may also include your accountant, your realtor, or your insurance company if you have given the Firm their names. The Firm does not disclose any such nonpublic information to anyone except as (and to the extent necessary in the course of representing you as) contemplated by this Agreement. If for any reason you do not want us to disclose any such nonpublic information to any person or entity, please notify us in writing and designate the nonpublic information that you wish not to be disclosed. Please note that certain otherwise nonpublic personal and financial information is required by law to be disclosed to the United States Bankruptcy Court in connection with the filing of your Chapter 13 bankruptcy case.

ACCEPTED AND AGREED TO:

Client

Date

Jen Grondahl Lee, Attorney
Jen Lee Law

Date