

HENZE & ASSOCIATES, P.C.

A Professional Corporation

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Anticipated Chapter:

7 13 Unk

Amt. Due Prior to
Filing: \$ _____

Indiv Joint

Mark E. Henze

REPRESENTATION AGREEMENT

(BANKRUPTCY CASES)

This agreement covers the representation between _____,
_____, and Henze & Associates, P.C. (law firm).

This firm currently provides an initial consultation at no up-front charge to you for the purpose of making a preliminary investigation into whether this firm can be of service to you. Should you desire to retain this firm, the time spent for this initial consultation will become chargeable time, and will be included in the flat fee quoted below (Chapter 7) or in the fees approved by the Court (Chapter 13).

1. INITIAL PRE-FILING FEE: For a flat fee of \$ _____ (chapter 7) or \$ _____ (Chapter 13), plus the Bankruptcy Credit Report fee, the applicable filing fee, and any additional attorney fees or costs as checked below, Henze & Associates, P.C. agrees to represent and provide consultation services to the Client in his/her Bankruptcy Case. Client understands that since it is generally impossible to determine whether a Chapter 7 or Chapter 13 case is appropriate until the Pre-Bankruptcy Analysis Meeting has been completed, quotes may be provided for both Chapter 7 and Chapter 13.

Additional Matters:

___	Means Test Analysis only (included in flat fee if a case is filed)	\$500.00	
		<u>Chapter 7</u>	<u>Chapter 13</u>
___	Filing Fee (Paid to Court)	\$335.00	\$310.00
___	Bankruptcy Credit Report (Individual)	\$33.00	\$33.00
	(Couples)	\$53.00	\$53.00
___	Real Estate check (Required if you own real estate and intend to keep it – Lien check – done on date of filing.	\$25.00	\$25.00
___	Information Update Fee (This will be required if it has been more than 6 months since your initial review meeting unless a later filing has been previously arranged)	\$250.00	
___	Other: _____	\$ _____	\$ _____

PRE-FILING FLAT FEE AND COSTS: \$ _____ \$ _____

This agreement does not cover certain unusual or extraordinary matters which are not anticipated at this time. The above rate does not cover dealing with mortgage companies if a client falls behind on regular mortgage payments, avoiding liens on homesteads or other assets, stripping unsecured liens, assisting with the purchase or sale of a home, securing abandonment orders, credit report repairs, appeals, defending complaints to determine the dischargeability of debts, objections to discharge, and title transfer documents. Although rare, if required, these matters will be handled at the additional fee listed in the Supplemental Fee Schedule on the last page. Client will always retain the right to elect to use or not to use Henze & Associates, P.C. for hourly or additional matters. Should Client elect not to use the services of Henze & Associates, P.C., client agrees to sign any required documents discharging Henze & Associates, P.C. from further responsibility for these matters.

2. PAYMENT OF FEES AND COSTS:

Client agrees to the following:

a. ___ **(FOR ALL CASES):** An initial retainer of \$ _____ must be paid before Henze & Associates, P.C. will begin collecting documents and information, conduct a Means Test Analysis, schedule a Review Meeting,

accept pre-petition creditor calls or commence further work preparing your case. Once the firm has been retained, Henze & Associates, P.C. will continue to represent you as an active client (for purposes of bankruptcy case preparation and fielding creditor calls) so long as monthly installment payments of at least \$100 per month are made toward the total flat fee quoted in your case. Unless previously approved by this firm in advance, an additional payment toward your fees will be required each time that you visit the office for any consultation or appointment. Payments may be made by cash, personal check (*only if received at least 7 days prior to the date your case is to be filed*), cashier's check, money order, or certified funds. **THIS OFFICE CANNOT ACCEPT CREDIT OR DEBIT CARDS FOR BANKRUPTCY CASES.** This fee is non-refundable after the means test is completed.

- b.____ **(CHAPTER 7 CASES):** The entire Pre-Filing Flat Fee and Costs quoted above must be paid in full prior to filing of Client's case. Except as may be required under "Additional Services" (last page), this should be the total fee for your case.
- c.____ **(CHAPTER 13 CASES):** The entire Pre-Filing Flat Fee and Costs quoted above must be paid in full prior to filing of Client's case as a deposit toward the final hourly fees permitted by the Court. The total fees and costs for a Chapter 13 bankruptcy case (through initial confirmation of your Plan) are determined by approval of the U.S. Bankruptcy Court based upon hourly time expended. The remaining fees owed will be calculated and approved by the Bankruptcy Court based upon the time spent on your case. The approved amount will be paid to Henze & Associates, P.C. after your plan is approved (confirmed) from the payments that you make to the Chapter 13 Trustee. In the event your plan is not confirmed or is dismissed prior to confirmation due to your failure to make initial plan payments, you will owe the agreed upon additional and remaining flat fee amount of \$500.00 to this firm. You agree that any amounts paid toward your plan prior to the date of dismissal or conversion may be paid by the Chapter 13 Trustee to this firm for application to these or court approved attorney fees. If your case is dismissed after confirmation, but before all fees to this firm are paid through payments that you have made through your plan, you will be responsible for the unpaid balance in the amount approved by the Bankruptcy Court.

3. ADDITIONAL WORK REQUIRED: Occasionally, additional work that is not covered in the flat fee agreement may be required. Attached is a *Supplemental Fee Schedule* for those more common matters for which a supplemental flat fee is available. Other matters are more unusual and cannot be quoted using a flat fee. For these matters, work will be performed on an hourly basis. If so, all hourly fees shall be billed monthly for actual work performed and shall be based upon the hourly fee schedule set forth on the Supplemental Fee Schedule. All non-flat fee work shall be billed in increments of 0.1 hours (6 minutes) and in such cases Henze & Associates, P.C. shall keep contemporaneous records of the time spent on your case. The fees will be paid as agreed upon between you and Henze & Associates, P.C.

4. KEEPING OFFICE UP-TO-DATE: You agree to keep Henze & Associates, P.C. fully informed of your current address and telephone number at all times during this case and to continue to provide the firm with information requested by the firm that is necessary or helpful for properly representing you. If you do not do so, that failure shall be proof that you have agreed to release Henze & Associates, P.C. from its' obligation to serve your future interests, and the firm may decide to no longer serve as your attorney. You agree that Henze & Associates, P.C. is not obligated to perform any future services if the agreed upon payments are not made and may withdraw from providing any further representation on your behalf.

5. OTHER MATTERS:

a) **You understand that without being provided with a significant amount of information from you regarding your case, it is difficult (if not impossible) for this firm to properly analyze your case to determine whether a bankruptcy filing is appropriate for you, or if your case should properly be filed as a Chapter 7 or Chapter 13 case. In some cases, these decisions may change quickly based upon newly disclosed information or newly completed analysis.**

b) You understand that regardless of whether your case is filed, this office will be performing necessary work to open a file, set up and administer the file, analyze your case, field calls from creditors regarding your filing status, obtain and inventory documents, and complete ongoing updates to your file and bankruptcy documents along the way. Therefore, if you retain this office to represent you, but terminate your representation prior to filing a bankruptcy case, your initial retainer is non-refundable and all payments made thereafter will be applied to reimburse this firm for the actual costs and the attorney and paralegal time expended. This includes \$75 per month for file maintenance plus reimbursement for the time of actual work performed on your case based upon the Hourly Rates and Costs set forth in the attached Supplemental Fee Schedule. If a period of 9 months has gone by since you retained the office and your case has not been filed (except where we have recommended in

writing waiting past this time to file for legal reasons), there shall be no refund of any fees paid to date, however said fees may still be applied to the quoted fee when, and if, the file is later reactivated and a bankruptcy case is filed by this office.

c) You understand that the U.S. Bankruptcy Code requires that you comply by disclosing all required financial matters, that you provide certain documentation including payroll and tax information, and that you do so truthfully and voluntarily. This office also cannot properly represent you unless you provide all information requested by us. Failure to comply with either the requests of this office or the requirements of the U.S. Bankruptcy Code may lead to a number of undesired consequences and will provide grounds for this firm to withdraw from representing you further.

d) You understand that if rush or emergency work is required in your case this information may be considered in quoting a higher than normal flat or initial fee, above. However, if this emergency or rush situation was not previously disclosed to this office, this firm retains the right to request a surcharge payment of up to 25% before firm resources may be diverted from working on other cases to devote the appropriate attention to your case.

e) You agree to provide only photocopies to this firm (unless we request the original for use as Court evidence) and to retain either originals or copies for your own records. This firm will not be responsible for any records, originals or copies that are lost or cannot be returned to you.

f) You agree that all important or time sensitive information provided to this firm will be provided in written form and not orally.

g) You agree to pay a service charge of \$35.00 for any check issued by you that is returned by your bank unpaid for any reason, including either insufficient funds or stopped payment.

h) In the event that any amount due is not paid in a timely fashion, that amount shall accrue interest at the rate of 1.5% per month. Should this firm find it necessary to institute efforts to collect any overdue amounts, you agree to be responsible for any and all attorney fees and collection costs incurred by this firm.

_____ I/We have **not yet retained** this firm to represent us and understand that until we do retain Henze & Associates, P.C. to provide further services by executing this fee agreement and scheduling a Pre-Bankruptcy Information Meeting, the firm has no duty to provide any bankruptcy assistance to us or to help with any creditor communications.

_____ I/We hereby retain the law firm of Henze & Associates, P.C. to represent me/us in this matter, agree to the terms of this Representation Agreement, and understand that I/we need to gather the information requested in this Pre-Bankruptcy Information Meeting. I/We will contact the office to schedule a Review Meeting once I/we have this information gathered together.

I (We) have read and understand this Agreement and acknowledge receipt of a copy thereof.

Dated this _____ day of _____, 20_____.

CLIENT

CLIENT

Print Name: _____

Print Name: _____

Accepted by the law firm of Henze & Associates, P.C.

SUPPLEMENTAL FEE SCHEDULE

This Supplemental Fee Schedule is a part of the foregoing Representation Agreement and describes what is included in your basic flat fee case and additional flat fee and hourly services that may be offered by the firm of Henze & Associates, P.C. if required in your bankruptcy case.

Chapter 7 & Chapter 13 (as noted) Flat Fee Cases include the following basic services:

1. Meet with the debtor(s) to review and analyze the debtor(s)' financial situation.
2. Counsel the debtor(s) on whether the filing of a bankruptcy case is appropriate and necessary and, if so, whether to file a Chapter 7 or Chapter 13 case.
3. Advise the debtor(s) of their statutory obligations once a bankruptcy is filed, both pre- and post-confirmation.
4. Evaluate the timing of the filing.
5. Evaluate conflict of interest issues.
6. Explain to the debtor(s) the nature and amount of fees and expenses to be charged for the Basic Services.
7. If required to e-file, e-file all documents on debtors behalf.
8. Analyze eligibility for discharge.
9. Prepare and file required documents, including, but not limited to, the schedules and statement of affairs and Form B22 C, Statement of Current Monthly Income, and other information required to be filed by section 521(a) of the Code. Assist the debtor(s) in formulating a budget and Chapter 13 plan (*Chapter 13 cases only*).
10. Respond to creditor inquiries.
11. Timely supply requested information to the Chapter 13 Trustee (*Chapter 13 cases only*).
12. Advise the debtor(s) with regard to the automatic stay.
13. Take appropriate action with respect to the automatic stay.
14. Appear at and represent the debtor(s) at the § 341 meeting of creditors.
15. Review claims filed by the final hearing on confirmation and account for them in the plan.
16. Represent the debtor(s) in negotiations with the Chapter 13 Trustee (*Chapter 13 cases only*).
17. Prepare and file any necessary amendments to schedules, statements and proposed plans.
18. Where Debtor(s) own real estate or has lawsuits, obtain a lien search and if applicable, prepare and file motions for avoidance of liens. (*Chapter 13 cases only. This may be an extra charge in a Chapter 7 Case*).
19. Represent the debtor(s) at any Rule 2004 examination.
20. File or object to proofs of claim, as necessary (*Chapter 13 cases only*).
21. If appropriate, prepare and file responses to motions and appear at any hearings.
22. Represent debtors in plan confirmation process and attend hearing if necessary on objections to confirmation (*Chapter 13 cases only*).
23. Prepare all proposed orders and give all notices as required.
24. Comply with T.L.B.R. 1017 and 3015, 11 U.S.C. §§ 521 and 1308.

* In Chapter 13 cases, after your plan is confirmed, additional matters such as Modifications, Plan Reinstatements, Objections to Proof of Claims, dealing with Mortgage Companies if you fall behind on your regular mortgage payments, etc. are handled at the hourly rate plus costs and are either paid to us by the Chapter 13 Trustee through amounts available or provided for in your Chapter 13 Plan or (if there are no amounts available in your plan) will need to be paid directly by you prior to the services being rendered.

KEEP THE DOCUMENTS WE SEND YOU!

You will receive a full copy of your bankruptcy documents at the time you sign them. You will also receive a Discharge Order directly from the Court later in your case. **THESE ARE IMPORTANT PAPERS! HOLD ONTO THESE DOCUMENTS FOR FUTURE REFERENCE!** These documents are your evidence that your debts were discharged. In addition, should you seek financing or credit at a later date, your prospective lender may require copies of some of these documents. Never give away your only copy of these important documents.

FILE RETENTION POLICY

NOTE THAT THIS LAW FIRM ONLY KEEPS YOUR FILES FOR FOUR (4) YEARS AFTER YOUR CASE IS DISCHARGED OR DISMISSED. The file may be moved to storage within one year after your discharge or dismissal and a fee may be charged to access the file if it has been moved to storage. After the four (4) years, the file will be destroyed. Be sure to keep your own copies of all documents and to retrieve any original paperwork from your file within a year after your discharge or dismissal. In addition, if your file has been stored it will take time for us to locate and secure copies for you. However, if you have lost your only copy, we may be able to help. However, we will charge you according to the following schedule:

Copies of:	Original Petition and Original Filing Documents	\$50.00
	Discharge Order	\$10.00
	Other Documents	\$25.00 access fee plus \$1.00 per page

Copies of your Court file are retained by the U.S. Bankruptcy Court for 20 years. Copies of documents in your file are available for a fee from the U.S. Bankruptcy Court for the District of Colorado, 721 – 19th Street, Denver, CO 80202-2508. However, your closed case will likely be held/archived at the Federal Center Archives in Lakewood, CO. If so, you will need to make an appointment to go to the Federal Center to view and/or copy these files. For more details, call the Office of the Clerk of the Bankruptcy Court at 720-904-7407 (records, copies, searches) or 720-904-7300 (general information and customer service).

Additional Services

Flat fee services will require payment of the entire flat fee prior to the law firm's agreement to represent you on that matter. Hourly matters will require payment of an initial retainer fee as agreed upon between the firm and you. The fact that a matter is listed below does not mean that the law firm of Henze & Associates, P.C. will agree or is required to perform this work on your behalf.

___	Search of Judgment & Lien Records (Per County)	\$25.00
___	Continuing your Meeting of Creditors (Due to your failure to attend)	\$300.00
___	Conversion to another Chapter	\$850.00 to \$1,500.00 (+ \$25.00 Court Filing Fee)
___	Amendment to add Creditors	\$100.00 for each amendment (+\$30.00 Filing Fee)
___	Attendance at a Reaffirmation Hearing	\$250.00
___	Motion to Extend Stay (§362c)	\$300.00*
___	Defense of a Contested Motion	Hourly (See * below)
___	Motion to Avoid Lien on Residence (per lien)	\$400.00* (+appraisal/expert fees if required)
___	Motion to Reopen Case after closed	\$300.00* (+\$260 Court Filing Fee)
___	Response to a Motion for Relief from Stay (or negotiating a catch-up payment plan)	\$200.00* (if resolved by payment plan) (Hourly w/ \$500 retainer if hearing)
___	Motion to Strip Junior Lien (uncontested)	Included in Chapter 13 fees (client pays appraisal or CMA fees)
___	Motion to Sell Property of the Estate	\$600.00*(+ \$176.00 Court Filing Fee)
___	Motion to Abandon Property of the Estate	\$600.00* (+ \$176.00 Court Filing Fee)
___	Motion / Agreement to Redeem Secured Property	\$350.00*
___	Application to Incur Post-Petition Debt and Amend Budget (Chapter 13 only)	\$250.00
___	Motion to Reinstate Case (Chapter 13 only)	\$500.00* (if not paid through your plan)
___	Adversarial Complaints (Non-dischargeable debts, (preferences, fraudulent conveyances, etc)	Hourly (normally referred to other counsel)
___	Other Unusual Matters	Hourly (normally referred to other counsel)

* These flat fees are for services where your motion or response is not contested and does not require preparation or attendance at a contested court hearing. Should preparation for a court hearing be required, the fee will immediately revert to an hourly case for any work incurred once the matter becomes contested.

Hourly Rates and Costs

PARALEGAL: \$125.00 per hour
MARK HENZE: \$325.00 per hour

COSTS: Court Filing Fees: As required
Court Data Printouts: \$0.15 per page (Pacer/Chapter 13/Court Records)
Facsimiles: \$0.50 per page
Copies: \$0.20 per page
Postage/Delivery: Actual amounts expended
Telephone (Long Dist): Actual amounts expended

Hourly services will require the payment of an advance retainer amount as agreed upon between you and this firm. This amount will be held as a security deposit and will be applied to any remaining amounts owed at the end of your case or may be applied to any fees or costs that are not paid in a timely manner. Hourly fees and costs will be billed as incurred and on a monthly basis (or as otherwise agreed) and any amount due on said bill must be paid within 30 days thereafter. Henze & Associates, P.C. may withdraw from your case if the agreed upon monthly payment is not paid each month.