

# ROBERT M. THARP

## ATTORNEY AT LAW

IRS, TAX PROBLEMS  
BANKRUPTCY  
WILLS, PROBATE

6060 North Central Expy, #560  
DALLAS, TX 75206  
(214) 800-2852  
Fax (214) 800-2853

### CONTRACT FOR CHAPTER 13 BANKRUPTCY SERVICES

This Agreement is executed this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between Robert M. Tharp, "Attorney" and \_\_\_\_\_ "Petitioner", whether one or more parties. The parties agree as follows:

#### 1. Type of Bankruptcy.

Petitioner retains Attorney to file a Chapter 13 bankruptcy case. If the Petitioner determines at a later date that the Petitioner desires to file a Chapter 7 bankruptcy case, the parties shall execute a new fee contract setting forth the terms of such representation. If Petitioner elects to convert the Chapter 13 case to a Chapter 7 case, then Attorney shall be under no duty to prepare and file the necessary court papers until the new fee agreement has been signed and the agreed upon fees paid.

#### 2. Base Attorney Fees.

The base attorney fee for filing the Chapter 13 bankruptcy case is \$2,500.00. The entire base fee shall be added to and paid through the Chapter 13 plan. The Petitioner shall not be obligated to pay any part of the base fee as an "up front" payment or as a condition to filing. The services of the attorney included in the base fee are those normally contemplated for a Chapter 13 case. They include the services listed below:

- (a) Preparation and electronic filing of petition, schedules, supplemental local forms, Chapter 13 Plan and mailing matrix.
- (b) Drafting and mailing notice to creditors advising of filing of case, including a copy of your Chapter 13 Plan.
- (c) Drafting and mailing to you a letter regarding your attendance at the Section 341 meeting and your other responsibilities.
- (d) Preparation for and attendance at Section 341 meeting.
- (e) Review of order confirming plan and periodic case status reports from the Chapter 13 trustee.
- (f) Review of trustee's motion for allowance of claims.
- (g) Maintaining custody and control of case files.
- (h) Service of orders on all affected parties.
- (i) Verification of your identity and social security number.
- (j) Defending objections to confirmation of your Chapter 13 Plan.

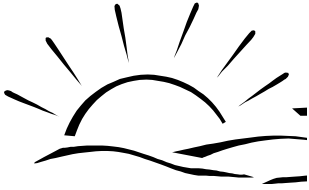
The base fee shall also include the following services to the extent they are requested or reasonably necessary for your effective representation:

- (a) Preparation and filing of proofs of claim on your behalf for your creditors.



**Robert M. Tharp has been designated a Federal Debt Relief Agency by Congress and the President of the United States. I proudly assist consumers seeking relief under the U.S. Bankruptcy Code.**  
**A Member of the National Association of Consumer Bankruptcy Attorneys**  
**BOARD CERTIFIED CONSUMER BANKRUPTCY TEXAS BOARD OF LEGAL SPECIALIZATION**

\_\_\_\_\_  
INITIALS



# ROBERT M. THARP

## ATTORNEY AT LAW

IRS, TAX PROBLEMS  
BANKRUPTCY  
WILLS, PROBATE

6060 North Central Expy, #560  
DALLAS, TX 75206  
(214) 800-2852  
Fax (214) 800-2853

- (b) Drafting and filing objections to scheduled and unscheduled proofs of claim.
- (c) Assumptions and rejections of unexpired leases and executory contracts.
- (d) Preparation for and attendance at valuation hearings.
- (e) Motions to transfer venue.
- (f) Requesting copies of proofs of claim from Trustee.
- (g) Consultation with you regarding obtaining post-petition credit (no motion filed).
- (h) Motions to avoid liens.
- (i) Calculation of plan payment modifications (no motion filed).
- (j) Adding creditor address to mailing matrix as necessary.
- (k) Responding to written creditor contacts regarding plan terms, valuation of collateral, claim amounts and the like.
- (l) Responding to your contacts regarding changes in your financial and personal circumstances and advising the Court and Trustee of the same.
- (m) Communicating with you regarding payment defaults, insurance coverage, credit disability and the like.
- (n) Obtaining and providing the Trustee with copies of documents relating to lien perfection issues.
- (o) Notifying creditors of entry of discharge.
- (p) Notifying creditors by certified mail of alleged violations of the automatic stay.
- (q) Drafting and mailing letters regarding voluntary turnover of property.
- (r) Review of documents in relation to the use or sale of collateral (no motion filed).
- (s) Providing you with a list of answers to frequently asked questions and other routine communications with you.

### 3. Non-Base Attorney Fees.

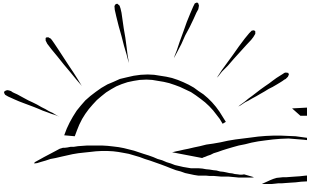
In some Chapter 13 cases, the legal services which are beyond those contemplated in the base fee must nonetheless be provided by the Attorney. These legal services are also listed below:

- (a) Abandonment of property post-confirmation.
- (b) Motion for moratorium.
- (c) Motion for authority to sell property.
- (d) Motion to modify.
- (e) Motion to use cash collateral or to incur credit.
- (f) Defense of motion for relief from stay or co-petitioner stay.
- (g) Defense of motion to dismiss filed after confirmation of your plan.
- (h) Non-base fee requests.
- (i) Stay violation litigation, including amounts paid as fees by the creditor or other party.
- (j) Post-discharge injunction actions.
- (k) Adversary proceedings.
- (l) Wage garnishment orders.
- (m) Turnover adversaries.
- (n) Conversion to Chapter 7.
- (o) Motions to substitute collateral.



**Robert M. Tharp has been designated a Federal Debt Relief Agency by Congress and the President of the United States. I proudly assist consumers seeking relief under the U.S. Bankruptcy Code.**  
**A Member of the National Association of Consumer Bankruptcy Attorneys**  
BOARD CERTIFIED CONSUMER BANKRUPTCY TEXAS BOARD OF LEGAL SPECIALIZATION

\_\_\_\_\_  
INITIALS



# ROBERT M. THARP

## ATTORNEY AT LAW

IRS, TAX PROBLEMS  
BANKRUPTCY  
WILLS, PROBATE

6060 North Central Expy, #560  
DALLAS, TX 75206  
(214) 800-2852  
Fax (214) 800-2853

- (p) Any other matter not covered by the base fee. For such non-base services, you may be charged without any further notice and in the discretion of the Court non-base fees for the following services and in the amounts noted:

Defense of motion to dismiss the case	\$200.00
Motion to modify order, including moratorium	\$350.00
Motion to substitute collateral	\$450.00
Defense of Motion to lift any stay	\$450.00
Motion to sell real or personal property	\$450.00

The Attorney, in his discretion, may also keep time and expense records for any non-base service and apply to the Court for the approval of the fee plus all expenses incurred. The current hourly fee for your Attorney is \$325.00. All base and non-base fees will be added to your plan (unless paid directly by Petitioner or a third-party such as a creditor in a contested case) and will be paid through the plan. It is possible that any non-base fees added to your plan may result in an increase in your monthly plan payment or in an extension of the length of your plan or both.

#### 4. Contingent Fees.

The attorney will be entitled to a contingency fee equal to 50% of any actual recovery from any party for a violation of the automatic stay, the co-petitioner stay, the discharge injunction, for breach of the plan or any terms thereof, or for breach of any state or federal consumer protection statutes. The North Carolina Contingency Fee Addendum form is attached to and made a part of this Agreement.

#### 5. Expenses.

The Attorney shall be entitled to apply to the Court for approval of any expenses related to your case for base fee or non-base fee services. Such expenses include but are not limited to court fees, telephone fees, fax fees, copy fees, postage fees, PACER fees, electronic or other research fees. In the Court's discretion, the Attorney may request without any notice or documentation a blanket expense of \$1.00 for each item noticed to creditors as an expense for postage, copying and envelopes.

#### 6. Court Approval of Fees.

All fees included in this Agreement are subject to the control of the United States Bankruptcy Court for the Western District of North Carolina. Any changes in the presumed non-base fees by the Court shall be deemed to immediately modify and amend the terms and conditions of this Agreement as to the non-base fees and shall be incorporated herein by this reference. Any subsequent increase in the base fees by the Court shall have no impact on the original base fee provided for in this Agreement.

#### 7. Assumptions for the Base Fee.

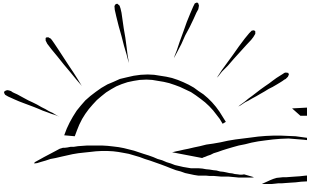
The base fee is based on the following assumptions:

- (a) The Petitioner has provided the Attorney with all requested information.



**Robert M. Tharp has been designated a Federal Debt Relief Agency by Congress and the President of the United States. I proudly assist consumers seeking relief under the U.S. Bankruptcy Code.**  
**A Member of the National Association of Consumer Bankruptcy Attorneys**  
**BOARD CERTIFIED CONSUMER BANKRUPTCY TEXAS BOARD OF LEGAL SPECIALIZATION**

\_\_\_\_\_  
INITIALS



**ROBERT M. THARP**  
**ATTORNEY AT LAW**

IRS, TAX PROBLEMS  
BANKRUPTCY  
WILLS, PROBATE

6060 North Central Expy, #560  
DALLAS, TX 75206  
(214) 800-2852  
Fax (214) 800-2853

- (b) The Petitioner has provided the Attorney with complete and accurate information.
- (c) The Petitioner's circumstances, especially the Petitioner's current monthly income (as defined by the Bankruptcy Code) does not substantially change prior to the filing of the case.
- (d) The Petitioner will provide all requested documents within 15 days of the date of this Agreement.

**8. Costs and Expenses to be paid directly by Petitioner.**

The petitioner shall pay all costs related to the filing of the bankruptcy case. These costs currently include the court filing fee of \$189.00; the costs of mandatory pre-filing credit counseling, which is approximately \$50.00; the mandatory post-filing educational course, which is also approximately \$50.00; the costs of any PACER checks, which is approximately \$10.00; the costs of any appraisals of real or personal property; the costs of obtain current consumer reports in the Petitioner is not entitled to free reports; and any other costs as agreed to by the parties.

**9. First Payment.**

The Petitioner must be in a position to make the first full Chapter 13 monthly plan payment at the time the Petitioner signs the Chapter 13 court papers. This payment must be made at this time because under local Court Rules the case will be automatically dismissed unless this payment is made within 10 days of the filing of the bankruptcy case. The Petitioner must also pay or have paid the \$189.00 filing fee at the time of sign and secured and paid for the consumer credit counseling certificate.

**10. Mortgage Payments.**

The Petitioner acknowledges that the contract mortgage payments on residential real estate cannot be reduced under the Bankruptcy laws but will be paid as follows:

- (a) By adding the amount of the payment (plus any back payments), and any future increases as allowed by the mortgage contract, to the Chapter 13 plan payment. As a result, the Petitioner will only be responsible for making one single debt payment per month, said payment being the Chapter 13 plan payment; or
- (b) By including only the pre-filing arrears or back payments in the plan, with the Petitioner being responsible for making all future mortgage payments directly to the mortgage company.

The Petitioner has elected to proceed with option: \_\_\_\_\_

\_\_\_\_\_  
INITIALS

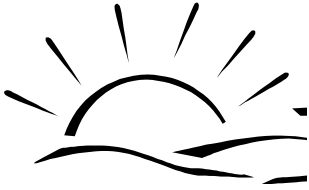
**11. Petitioner's Obligations.**

The Petitioner's obligations are as follows:



**Robert M. Tharp has been designated a Federal Debt Relief Agency by Congress and the President of the United States. I proudly assist consumers seeking relief under the U.S. Bankruptcy Code.**  
**A Member of the National Association of Consumer Bankruptcy Attorneys**  
**BOARD CERTIFIED CONSUMER BANKRUPTCY TEXAS BOARD OF LEGAL SPECIALIZATION**

\_\_\_\_\_  
INITIALS



# ROBERT M. THARP

## ATTORNEY AT LAW

IRS, TAX PROBLEMS  
BANKRUPTCY  
WILLS, PROBATE

6060 North Central Expy, #560  
DALLAS, TX 75206  
(214) 800-2852  
Fax (214) 800-2853

- (a) To provide the Attorney with all requested documents, bills statements, payment advices, bank records, tax returns, tax bills, appraisals, retirement and savings account, and income information and to sign any and all necessary forms to allow the Attorney to secure such documentation.
- (b) To provide accurately and honestly all of the information necessary to prepare and file the Chapter 13 bankruptcy case, and other motions or proceedings arising during the course of the case.
- (c) To timely respond to all letters, emails and telephone calls from the Attorney or any member of his staff.
- (d) To keep the Attorney advised at all times of the Petitioner's mailing and physical addresses, telephone numbers, and email addresses.
- (e) To appear at the first meeting of creditors (the 341 meeting) and at any other court hearings or meetings as may be required by the Court or any other party.
- (f) To keep all scheduled office appointments with the Attorney and to notify the Attorney in advance of any problems with the timing and scheduling or rescheduling of such appointments.
- (g) To contact the attorney by Telephone with the understanding that the Attorney is only able to return calls between the hours of 8:00 a.m. to 9:30 a.m. and 4:00 p.m. to 6:00 p.m. If the Attorney is available when the call is actually received, then the call will be taken at that time. However, if you have to leave a message for the Attorney then you must provide a number that you can be reached at during the designated times. The Attorney or Legal Assistant will make every effort to return all such telephone calls within 48 hours, excluding weekends and holidays.
- (h) To provide any information requested of the Petitioner by the Chapter 13 Trustee, the Bankruptcy Administrator, or any other party in the case, unless the Court rules that the Petitioner is not required to provide such information.
- (i) To respond as soon as possible to any requests for the Petitioner by the Attorney or his Legal Assistant.
- (j) To comply with the obligations imposed upon the Petitioner by the Local Rules of the Bankruptcy Court for the Western District of North Carolina, a copy of which is attached to this Agreement.

### 12. Attorney Withdrawal from Chapter 13 case, Adversary Proceeding or Contested Matter.

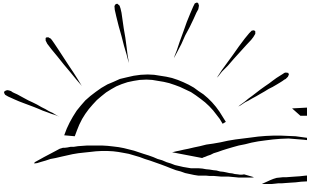
Pursuant to the Local Rules of the Bankruptcy Court, the Attorney shall remain the responsible attorney of record for the Petitioner in all matters in the case until the case is closed, dismissed or the discharge is entered or until the Attorney is relieved from such representation by order of the Court. The parties agree that just reasons for the Attorney to withdraw from the representation of the Petitioner, include but are not limited to the following:

- (a) The failure of the Petitioner to provide complete, truthful and accurate information to the Attorney.



**Robert M. Tharp has been designated a Federal Debt Relief Agency by Congress and the President of the United States. I proudly assist consumers seeking relief under the U.S. Bankruptcy Code.**  
**A Member of the National Association of Consumer Bankruptcy Attorneys**  
**BOARD CERTIFIED CONSUMER BANKRUPTCY TEXAS BOARD OF LEGAL SPECIALIZATION**

\_\_\_\_\_  
INITIALS



# ROBERT M. THARP

## ATTORNEY AT LAW

IRS, TAX PROBLEMS  
BANKRUPTCY  
WILLS, PROBATE

6060 North Central Expy, #560  
DALLAS, TX 75206  
(214) 800-2852  
Fax (214) 800-2853

- (b) The failure of the Petitioner to comply with the Petitioner's obligations as provided for in this Agreement and in the Local Rules.
- (c) The failure of the Petitioner to comply with any of the obligations imposed on the Petitioner by the Bankruptcy Code and the Bankruptcy Rules.
- (d) The failure or refusal of the Petitioner to comply with the Petitioner's obligations to provide any supplemental information to the Court or to the Chapter 13 Trustee or to correct any incorrect or incomplete information previously provided to the Court or the Trustee.
- (d) The failure of the Petitioner to provide complete, truthful and accurate information to the Court, the Chapter 13 Trustee and the Bankruptcy Administrator.
- (e) If the Petitioner are husband and wife, then any separation, serious domestic dispute, or divorce of the parties.
- (f) Any irreconcilable conflict between the Attorney and the Petitioner with respect to the case.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert M. Tharp

Dated: \_\_\_\_\_

Petitioner: \_\_\_\_\_

Dated: \_\_\_\_\_

Petitioner: \_\_\_\_\_



**Robert M. Tharp has been designated a Federal Debt Relief Agency by Congress and the President of the United States. I proudly assist consumers seeking relief under the U.S. Bankruptcy Code.**  
**A Member of the National Association of Consumer Bankruptcy Attorneys**  
**BOARD CERTIFIED CONSUMER BANKRUPTCY TEXAS BOARD OF LEGAL SPECIALIZATION**

\_\_\_\_\_  
INITIALS