



DEBT ASSISTANCE INITIAL CONSULTATION AGREEMENT

1. **Client Seeks Advice.** The client desires to obtain advice and assistance with debt issues and relief from debt and has scheduled an initial consultation with the Law Office of Adam I. Skolnik, P.A. This initial consultation with an attorney is free of charge. The client understands that in order for the attorney to give meaningful advice, certain detailed financial information must be provided fully and accurately. The client agrees to give accurate, honest, full and fair disclosure of financial information concerning average income over the previous 6 months from all sources, monthly living expenses, the type and amount of all debts (including names and addresses of all creditors), and a disclosure of all assets and property owned by the client.

2. **Attorney Provides Advice.** The attorney agrees to interview the client and give advice and counsel to assist the client in making decisions about debt problems, the possibility of filing bankruptcy, selecting the appropriate chapter of bankruptcy and how a bankruptcy case may help or hurt the debt problems of the client. The initial consultation will consist of a review of the client’s current monthly income, completion of a monthly budget of regular expenses, preliminary analysis of qualifications for certain chapters of bankruptcy, a preliminary analysis of the client’s debt statements and a recommendation.

3. The initial one-hour consultation and interview will be performed by an attorney free of charge. In the event that the client decides to file a bankruptcy case, a new written agreement must be signed by the client and the attorney that will supersede this agreement relating to attorney fees and expenses. This new agreement will also provide a detailed explanation of the services performed or to be performed by the Law Office of Adam I. Skolnik, P.A.

4. ALL INFORMATION PROVIDED BY THE CLIENT WITH A BANKRUPTCY PETITION MUST BE COMPLETE, ACCURATE, AND TRUTHFUL. ALL ASSETS AND ALL LIABILITIES ARE REQUIRED TO BE COMPLETELY AND ACCURATELY DISCLOSED IN THE DOCUMENTS FILED TO COMMENCE THE CASE. REPLACEMENT VALUE OF EACH ASSET DEFINED IN TITLE 11 UNITED STATES CODE SECTION 506 MUST BE STATED IN THOSE DOCUMENTS WHERE REQUESTED AFTER REASONABLE INQUIRY TO ESTABLISH SUCH VALUE. INFORMATION PROVIDED DURING THE CASE MAY BE AUDITED AND THAT FAILURE TO PROVIDE SUCH INFORMATION MAY RESULT IN DISMISSAL OF THE CASE OR OTHER SANCTION, INCLUDING A CRIMINAL SANCTION.

5. Client acknowledges receipt of papers entitled: IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES, Disclosures 527(a) to (c), Notices under 342(b), Documents under 528(a), Fee Disclosure, Gift Letter, Privacy Policy, Means Test Worksheet, and the MRPC Informed Consent Notice.

Clients: x _____ x _____ Telephone: _____

Print Names: _____

Address: _____ City, Zip: _____

Date: _____ Source: _____



Welcome to Law Office of Adam I. Skolnik, P.A. Perhaps you've lost a job, been crushed with medical debt, been recently divorced, or you just can't manage your high-interest credit card debt and the pressure is too much. For whatever reason, we can discuss your options and explain how you can find protection under the debt relief laws. There are two kinds of bankruptcy which are the most common; Chapter 7 and Chapter 13. In addition, there is the credit counseling option which you can investigate.

On October 17, 2005 the Bankruptcy Laws were changed substantially. However, it is still possible to obtain a discharge of your debt; it just may take longer, cost more, and take extra persistence. Congress has added many requirements including taking a debt management course, participating in a credit counseling briefing, and requiring more documentation about your finances. Don't be discouraged! At the Law Office of Adam I. Skolnik, P.A. we have developed procedures and secured resources to ease the way. For example, if you discover you're eligible for and interested in filing for relief, we can help. Many of the steps can be done right in our office with our assistance. Or, you can do many of them at home. In addition, we have developed a variety of payment plans you can use to spread out the cost and pay for the bankruptcy. Call us at 561-265-1120 to set up your next appointment.

Adam I. Skolnik, Esq.



GIFT LETTER

I give the sum of \$ _____ to _____. I make this gift without requesting or expecting repayment in cash, in trade, or otherwise. It is my own desire to make this gift. My relationship with the individual to whom I am making this gift is as follows:

I understand my gift may be used towards a bankruptcy filing or other form of debt relief.

I make the above statements truthfully, without any "side deals," just because it is my desire to do so.

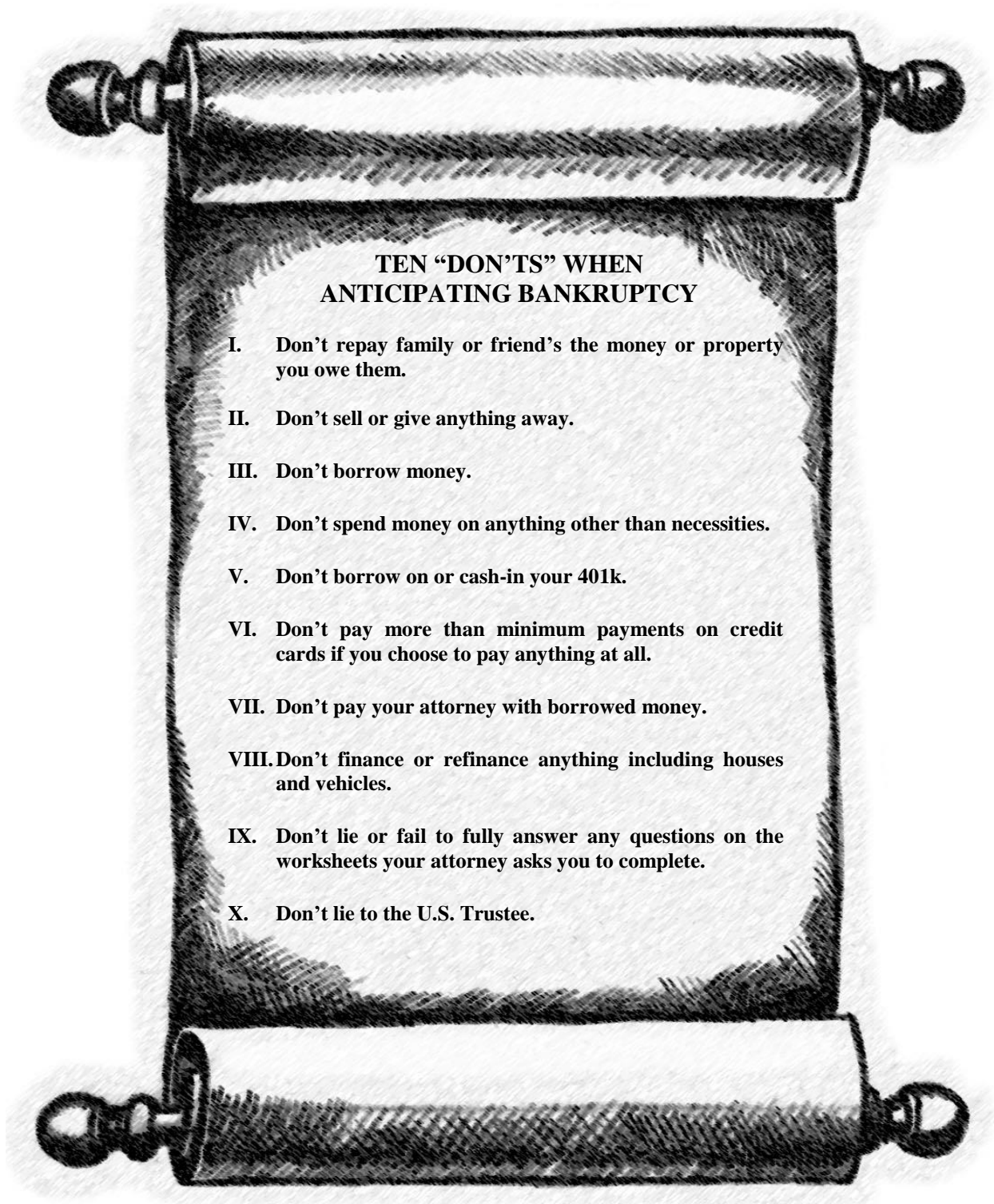
I knowingly make the above statements under the penalty of perjury.

Dated: _____

Signature: _____

Printed Name: _____

Phone Number: _____



**TEN “DON'TS” WHEN
ANTICIPATING BANKRUPTCY**

- I. Don't repay family or friend's the money or property you owe them.**
- II. Don't sell or give anything away.**
- III. Don't borrow money.**
- IV. Don't spend money on anything other than necessities.**
- V. Don't borrow on or cash-in your 401k.**
- VI. Don't pay more than minimum payments on credit cards if you choose to pay anything at all.**
- VII. Don't pay your attorney with borrowed money.**
- VIII. Don't finance or refinance anything including houses and vehicles.**
- IX. Don't lie or fail to fully answer any questions on the worksheets your attorney asks you to complete.**
- X. Don't lie to the U.S. Trustee.**



IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES FROM AN ATTORNEY OR BANKRUPTCY PETITION PREPARER

If you decide to seek bankruptcy relief, you can represent yourself, you can hire an attorney to represent you, or you can get help in some localities from a bankruptcy petition preparer who is not an attorney.

THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO FOR YOU AND HOW MUCH IT WILL COST.

Ask to see the contract before you hire anyone. The following information helps you understand what must be done in a routine bankruptcy case to help you evaluate how much service you need. Although bankruptcy can be complex, many cases are routine. Before filing a bankruptcy case, either you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations.

To file a bankruptcy case, documents called a Petition, Schedules, and Statement of Financial Affairs, as in some cases a Statement of Intention need to be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the bankruptcy court. Once your case starts, you will have to attend the required first meeting of creditors where you may be questioned by a court official called a “trustee” and by creditors.

If you decided to file a chapter 7 case, you may be asked by a creditor to reaffirm a debt. You may want help deciding whether to do so. A Creditor is not permitted to coerce you into reaffirming your debts.

If you choose to file a chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with preparing your chapter 13 plan and with the confirmation of your plan which will be before a bankruptcy judge.

If you select another type of relief under the Bankruptcy Code other than chapter 7 or 13, you will want to find out what should be done from someone familiar with that type of relief. Your bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in bankruptcy court, but only attorneys, not bankruptcy petition preparers, can give you legal advice.



**THE FOLLOWING DISCLOSURES ARE MADE TO ALL CLIENTS
AND POTENTIAL CLIENTS**

You may wish to investigate the services of a credit counseling agency. Among the types of services generally offered: free counseling, personal budget and action plan, lower interest rates, waive fees, and stop collection calls, consolidate payments into one convenient deposit. A person may first choose to seek credit counseling before considering bankruptcy. Credit counseling is a service designed to assist a person with debts by budget counseling, negotiation with creditors and proposal of a debt management plan. In order to be successful with a debt management plan through a credit counselor, the person would need to make enough money to make regular and substantial payments on debts. With a debt management plan, debt payments may be reduced and interest may be reduced or waived, but bankruptcy relief is usually more dramatic and may be appropriate if a debt management plan with a credit counseling agency is not possible or will not benefit the client. A credit counseling briefing by an approved nonprofit credit counseling agency is REQUIRED before a person may file a bankruptcy case.

ALL INFORMATION PROVIDED BY CLIENT WITH A BANKRUPTCY PETITION MUST BE COMPLETE, ACCURATE, AND TRUTHFUL. ALL ASSETS AND ALL LIABILITIES ARE REQUIRED TO BE COMPLETELY AND ACCURATELY DISCLOSED IN THE DOCUMENTS FILED TO COMMENCE THE CASE. REPLACEMENT VALUE OF EACH ASSET DEFINED IN TITLE 11 UNITED STATES CODE SECTION 506 MUST BE STATED IN THOSE DOCUMENTS WHERE REQUESTED AFTER REASONABLE INQUIRY TO ESTABLISH SUCH VALUE. INFORMATION PROVIDED DURING THE CASE MAY BE AUDITED AND THAT FAILURE TO PROVIDE SUCH INFORMATION MAY RESULT IN DISMISSAL OF THE CASE OR OTHER SANCTION, INCLUDING A CRIMINAL SANCTION.

As part of your case, you must value your assets, determine your current monthly income, determine your disposable income, complete a list of creditors, determine what property is exempt, and determine how to value your exempt property. Your attorney will make reasonable inquiry in an effort to assist you but only you are in the best position to fulfill these requirements. You can value your assets by reviewing tax records, hiring an appraiser, talking to real estate agents, looking on the internet, and the like. You can determine your current monthly income by reviewing your payroll records, bank records, business reports, government or insurance correspondence and the like. You can determine your disposable income by subtracting your average monthly income from your average monthly expenses. You can complete a list of your creditors by pulling a credit report, assembling your bills, reviewing your records, and the like. You can determine what property is exempt by applying that portion of the bankruptcy law which provides for exemptions to each item of property you own. You can determine the value an item of your exempt property by subtracting any secured debt attached to it from its value Current monthly income, the amounts specified in section 707(b)(2), and, in a case under chapter 13 of this title, disposable income (determined in accordance with section 707(b)(2)), are required to be stated after reasonable inquiry.



LAW OFFICE OF
ADAM I. SKOLNIK, P.A.

1761 West Hillsboro Boulevard, Suite 207
Deerfield Beach, Florida 33442
T: (561) 265-1120
F: (561) 265-1828
info@skolniklawpa.com
www.skolniklawpa.com

A PERSON WHO KNOWINGLY OR FRAUDULENTLY CONCEALS ASSETS OR MAKES A FALSE OATH OR STATEMENT UNDER PENALTY OF PERJURY IN CONNECTION WITH A CASE UNDER TITLE 11 (THE BANKRUPTCY CODE) SHALL BE SUBJECT TO A FINE, IMPRISONMENT, OR BOTH. ALL INFORMATION SUPPLIED BY A DEBTOR IN CONNECTION WITH A CASE UNDER TITLE 11 IS SUBJECT TO EXAMINATION BY THE ATTORNEY GENERAL.



UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

**NOTICE TO INDIVIDUAL CONSUMER DEBTOR UNDER § 342(b) OF
THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation (\$245 filing fee, \$78 administrative fee, \$15 trustee surcharge: Total Fee \$338.00)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.



Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$78 administrative fee: Total Fee \$313.00)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1,167 filing fee, \$571 administrative fee: Total Fee \$1,738.00)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$78 administrative fee: Total Fee \$278.00)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.



ADAM I. SKOLNIK, P.A.'s PRIVACY POLICY

Many Attorneys, like all providers of personal financial services, are now required by law to inform their client of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, we have always protected your right to privacy.

Types of Nonpublic Personal Information We Collect:

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization.

Parties to Whom We Disclose Information:

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to unrelated third parties who need to know that information to assist us in providing services to you. In all such situations, we stress the confidential nature of information being shared.

Protecting the Confidentiality and Security of Current and Former Clients' Information:

We retain records relating to professional services that we provide so we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions, because your privacy, our professional ethics, and the ability to provide you with valuable financial services are very important to us.

ADAM I. SKOLNIK, P.A.

Adam I. Skolnik, Esq.



Florida Bar Rules of Professional Conduct – Informed Consent Notice

Dear Visitor(s):

Thank you for visiting the Law Office of Adam I. Skolnik, P.A. You have sought counsel from me for the following matter.

Bankruptcy and Debt Relief Agency Services

I wanted to confirm to you in writing my “oral informed consent” that you have **not** hired me to represent you as your attorney. In addition, I have not provided you with any specific advice but only discussed the law which may apply to you, if at all, in a general way. We nevertheless discussed certain legal and practical deadlines you may face and certain legal remedies you may pursue. Moreover, we reviewed the material advantages and disadvantages of your proposed course of conduct and your options and alternatives. Furthermore, you have been afforded a reasonable opportunity to consider the risks and alternatives and to raise questions and concerns. You are; of course, welcome to seek the advice of other counsel.

Should you change your mind please schedule another appointment. This notice was provided to you at our consultation today.

Adam I. Skolnik, Esq.
561.265.1120
Attorney at Law/Debt Relief Agency



Notice Concerning Retaining/Surrendering Secured Property and Government or Bank Programs

In bankruptcy, debtors are generally given the option of retaining property which is financed or letting it go. Examples are homes and vehicles. You, not your attorney, must make this choice. The decision is generally an economic or “business” decision, not a legal one.

Consequently, it is your responsibility to decide whether to “shed” a debt for collateral you are financing or risk trying a government or bank sponsored “program” in order to keep it. Many such programs were introduced by our government in the last few years. The attorney will not investigate these programs for you. You must investigate them yourself and decide. There are many unknowns. Bankruptcy is voluntary and the choices you make are your own. There are time frames within which these choices must be made. Please review the information provided to you carefully. We will work with you as you consider your options and do our best to help you reach your goals.

Notice Concerning Contact with Your Attorney

Law Offices of Adam I. Skolnik, P.A. will work with you as you take the initiative. It is your responsibility to call our office and set your next appointment when you are ready. We won’t “pester” you. Also, we prefer to answer your questions in person or email rather than by phone.

If You Do A Chapter 13 Plan

Your budget will likely determine if you do a Chapter 13. Based on the information you provide, we will then prepare a “Chapter 13” plan to propose to your trustee and the court. It is several pages long and contains the provisions which will govern the repayment of certain creditors. It is only a proposal. Very often your trustee will want changes, some of which you may not like. Keep in mind your trustee, in turn, after he or she has reviewed your plan must make a “recommendation” to the judge whether your plan should be “confirmed” (or approved). The trustee’s objective is to recover as much of your income each month as possible for your creditors; what is called “disposable” income. You may be asked to “tighten your belt”. Always have the “big picture” in mind. You have a lot of debt you are trying to discharge. You must expect at least some hardship as you go through the process to obtain your goal.



<DATE>

CHAPTER 13 RETAINER AGREEMENT

It is hereby agreed by and between the undersigned as follows:

CLIENT ONE and CLIENT TWO (hereinafter “Client(s)”) hereby retains the Law Office of ADAM I. SKOLNIK, P.A. and ADAM I. SKOLNIK (hereinafter “Attorney” or “Firm”), to represent him in the filing of a Petition for Relief under Chapter 13 of the United States Bankruptcy Code. Client represents that he has read and understood the agreement as set forth below. The contract is to be interpreted under the laws of the State of Florida, and no oral modification of the contract shall be permitted if not incorporated by a written modification signed by all parties. Debtor agrees that all information disclosed shall be accurate, and that he shall not withhold any information responsive to questions asked by the Attorney either in person or on documents or letters from the Firm. Any material misrepresentation or failure to disclose relevant information will be grounds for the Firm to cancel the representation, and withdraw from the case, and may result in loss of all fees paid. Any misrepresentations or omissions on the documents filed with the court, or false statements at the hearing with the court or trustee may result in criminal charges against the Client. Any legal questions must be referred to the Attorney, as his staff may not give legal advice pursuant to Florida law. The jurisdiction for all state court actions on this contract is Broward County, Florida.

FEE

The Attorneys fee to be paid by the Client to the Attorney is a Flat Fee of \$5,000.00, for the base chapter 13 case plus court costs in the amount of \$313.00, plus \$200.00 in administrative costs, plus \$75.00 per credit report. Additional fees and costs apply for the following matters: a) \$1,000.00 per each Motion to Value Real Property; b) \$750.00 per each of the following Motions: Motion for hardship discharge; Post-confirmation modification of plan; Motion to purchase, sell or refinance real property; Motion to rehear, vacate dismissal, shorten prejudice period or reinstate case; Motion to avoid lien; Motion to value a motor vehicle, a motor home, or a manufactured home; Motion to Extend the Automatic Stay; Motion to Modify Interest Rate or Motion to Approve a Home Mortgage Loan Modification; (Plus costs for recording and certified copies) and d) \$2,500.00 for the Loss Mitigation Mediation Program and \$1,000.00 in administrative costs. These are discussed further below. Additionally, the Client is also responsible for the cost of the Loss Mitigation Mediation Program Document Preparation in the amount of \$380.00, if applicable.

The pre-petition Attorney’s retainer fee and costs are **\$5,588.00** (\$5,663.00 for two debtors) all of which shall become due and payable prior to the filing of the petition, some of the fees and costs may be placed in your Bankruptcy Repayment plan.

You may make payments on the retainer amount, however, if a case goes **3 months without payment and/ or contact from the Client the file will be closed.** If prior to filing the Petition, Client shall make installment payments toward these fees and costs the payments shall

CLIENT ONE and CLIENT TWO

Chapter 13 Retainer Agreement

Page 2 of 11

first be applied to the Attorneys' fees and then to costs. If full payment is not made and the petition is not filed, all payments shall be deemed for pre-bankruptcy consultation and shall be non-refundable. All costs must be paid before the law office will make the related expenditure or order any transcript. Any costs for an appeal must be paid prior to the notice of appeal being filed. Counsel shall not be obligated to represent Client in any appeal or adversary suit filed by the Client if counsel does not believe the adversary or appeal is warranted.

In the event any portion of the Attorneys fee is to be paid through the Chapter 13 Plan, until paid in full, the Client hereby irrevocably assigns to the Attorney all funds paid to the Standing Chapter 13 Trustee, up to the then outstanding balance due to the Attorney and agrees to execute any and all future documents as may be required to instruct the Chapter 13 Trustee to pay said sums directly to the Attorney's Trust Account to be disbursed in accordance with this Agreement, rather than returning them to the Client, should the case not be confirmed or following confirmation, be later dismissed.

In addition to the retainer, the Client agrees to pay an hourly rate for legal services that will be provided at the hourly rate of (a) \$525.00 per hour for all time expended by Attorney Adam I. Skolnik or other Attorney with 8 or more years' experience in bankruptcy and/or litigation matters, (b) \$375.00 per hour for all time expended by Associates or other Attorneys with less than 8 years' experience, and (c) \$155.00 per hour for all time expended by our paralegals/legal assistants and shall be paid in advance by retainer based upon estimated future fees.

If the total of the fee calculated by multiplying the hourly rate by the time expended in the case exceeds the total retainer shown above, such additional fees, as allowed by the bankruptcy court after application, or by any appellate court if counsel appeals the initial decision of the bankruptcy court, will be paid through the chapter 13 plan. If Attorneys join or leave the Firm, or the Firm closes its office, we will obtain qualified successive counsel who will still then be entitled to the fees and other rights contained herein. No portion of the retainer shall be refunded even if the hourly fee total is less than the total retainer agreed to under any circumstances. If the Firm decides between the initial retainer and the date the case is filed that the case is likely to require more time than the Firm can reasonably provide for it, irreconcilable differences arise, or the Client lies to the Attorney then the Firm may withdraw from the case but will be required to return all documents provided by the Client. The Firm will not return any prepared bankruptcy documents, intake forms, file notes, credit reports, means tests, or other documents required to cover the Firm regarding liability issues arising from Client's actions.

CREDIT REPORTS

We are now able to order tri-merge credit reports from all three credit bureaus for Clients, to ensure that all creditors are listed on the bankruptcy case. The fee for this is **\$75.00 per credit report** which is included in the retainer fee quoted above. This fee would need to be paid prior to ordering the credit reports, by signing this agreement you consent to the Attorney obtaining your report for our office through an approved credit report. Whether or not we pull your credit report, you are still required to list creditors you owe on our forms to help ensure that everyone is listed. You should provide us with all addresses the creditor has provided to you within the last three months (90 days), or as many of such addresses as

ADAM I. SKOLNIK, P.A.

CLIENT ONE and CLIENT TWO

Chapter 13 Retainer Agreement

Page 3 of 11

you have available. Additionally, complete addresses for all collection agencies must be listed as well as the address for the original creditor. This information should be available on the monthly statements from the creditors or from letters from collection agencies. If the creditor has shown an address for correspondence, as opposed to a billing address, the correspondence address must also be listed. This office will not look up any addresses for any creditors on your behalf; you are responsible for providing the creditors' addresses, failure to do so will result in your debt not being discharged.

ASSET, LIEN CHECK

The court requires an asset check be run on you for 9011/707 compliance on behalf of the Attorney. The fee for this is **\$150.00**. This fee would need to be paid prior to ordering the asset check, by signing this agreement you consent to the Law Office of Adam I. Skolnik, P.A. to obtain this for our office. Whether or not we pull your report, you are still required to list all liens, judgments, prior filings, bank accounts, real property, motor vehicles, boats, planes etc. you own on our forms.

ADDITIONAL FEES

The Client agrees to pay additional fees if the law office provides the following services to the Client. This office will not file a case on your behalf without pulling your credit report and sending out a personal property appraiser.

VALUATION OF ASSETS

The questionnaire provided will ask you to value your property. **Federal law requires you to value the property at replacement value.** If you would replace the property by purchasing other similar used property at a flea market, pawn shop, garage sale, or from e-bay, then you should value the property at what you would expect to pay for items in a similar condition at a flea market, pawn shop, garage sale or from e-bay. If you would replace the item new, then you are required to list the price of what the item would cost when purchased new. The personal property appraiser the Firm uses is National Auction Company. There is a **\$275.00*** charge for this service which is due at the time of retention of the Firm. If we require you to use an appraiser, failure to do so will result in a breach of contract and forfeiture of all Attorney's fees, and services. The Firm will then determine which of your property is exempt from creditors and the estate. Failure to adequately list all of your property and the correct values may result in Federal Criminal Charges being filed by the Office of the Trustee, denial of your discharge, sanctions or other action.

INCOME AND EXPENSES

The questionnaire will request that you provide information regarding your income and expenses. You are required to bring payroll records showing your income for the last six (6) months, as your income will usually be considered to be an average of your income for the last six (6) months. The Attorney will adjust the income and expense figures as required under Federal Bankruptcy Law to show net available income and expenses for purposes of determining which bankruptcy you file and the money, if any, available for the chapter 13 repayment plan. The Attorney will also prepare the Debt Management Plan required by the Code with this information.

ADAM I. SKOLNIK, P.A.

CLIENT ONE and CLIENT TWO

Chapter 13 Retainer Agreement

Page 4 of 11

CHANGES, ADDITIONS OR DELETIONS

If the Client wishes to change information on the petition after it has been typed, if the item changed is different than listed on the questionnaire, then the charge for such changes shall be included in the hourly fee calculation described above. **The court's filing fee for changing the address of creditors or adding creditors still must be paid prior to the filing of such change.** Therefore, it is important that the Client list all information on the questionnaire correctly, and list complete addresses for all potential creditors as well as any collection agencies or Attorneys on the initial questionnaire.

The Client should review the petition before it is filed, and make any corrections at that time. It is very important that all creditors and all assets be listed on the petition. This includes the address of the creditor, and separate addresses for any collection agents or Attorneys. Any companies through which anything or any property is leased must be listed. If, for any reason, a creditor is not on the petition filed with the court, or if the address for the creditor is incorrect, that debt may not be eliminated by bankruptcy.

ADVERSARY AND CONTESTED PROCEEDINGS

If an adversary proceeding is filed in the bankruptcy court against the Client, or if the Client wishes this Firm to file an adversary proceeding against someone else, any such additional fees shall be included in the hourly fee calculation described above if the Firm chooses to represent the Client in the proceeding. The Firm also has the option of withdrawing from the case and referring the Client to other counsel for representation in the adversary proceeding. No retainer fee will be refunded in the event the Firm withdraws from representation.

LIEN AVOIDANCE

If, when you borrowed money from a creditor, you gave them a list of furniture in the house, they probably received a lien on that furniture. Unless they financed the furniture (PMSI), the law Firm can file a motion with the court to eliminate this lien on the furniture. This motion should be filed during the first month of the bankruptcy. If you have a creditor that has such a lien, you need to mail a copy of the agreement with the creditor, and a list of the furniture given on the list to the creditor to the Firm, along with a copy of a bill or other document from the creditor showing the complete name of the creditor. It is your responsibility to obtain these documents and bring them to the Firm.

Alternatively, the Client may either continue paying that debt to the creditor, or may take the risk that the creditor will show up later to repossess the items.

If a creditor has a judgment against the Client, and that judgment has been recorded in the county court public records, then the Firm may be able to file a motion to eliminate this lien from the property. If any suits were filed against the Client that went to final judgment, the Client should check the county court records to see if the judgment is recorded, and if so, should make a copy of it from the property records and set an appointment with the Firm to bring that copy to the Attorney. This motion should be filed within the first month of the bankruptcy. It is your responsibility to obtain these documents and bring them to the Firm.

ADAM I. SKOLNIK, P.A.

CLIENT ONE and CLIENT TWO

Chapter 13 Retainer Agreement

Page 5 of 11

VALUATION

If a creditor financed the purchase of furniture, appliances, jewelry or electronics (PMSI); or if a lien on a vehicle or mobile home was given to secured a debt to a creditor, then it is not possible to eliminate the creditor's lien without paying them anything. In this situation, the Client has four choices: either keep making payments to the creditor; work out a deal directly with the creditor to keep the merchandise; take the risk that the creditor will repossess the items; or pay us to have the court value the items. A valuation is a proceeding where we have the court determine the value of the merchandise purchased from the creditor, and then this value would be paid to the creditor through the chapter 13 plan. This service is calculated at the hourly rate above and usually involves an evidentiary and fee hearing, and requires that you obtain an appraiser. Once this money is paid to the creditor, the creditor would no longer have the right to repossess the merchandise.

STAY LITIGATION

If the Client wishes to keep any items securing a loan (including real estate securing a mortgage or car loans), the Client must either file a lien avoidance; or keep making the payments on the loan. If the Client does not keep making the payments and does not file any other motion, the creditor may file a 'motion for relief from stay' with the court. This motion is requesting that the court allow the creditor to repossess the items securing its loan. Unless the Client is able to immediately catch up the payments on the loan, the court will allow the creditor to repossess the items.

SERVICES INCLUDED

The flat fee charge listed above shall include the following services to be performed by the Attorney on behalf of the Client:

- a. Reasonable telephonic and office consultation not to exceed two (2) hours;
- b. Communication and negotiations with known creditors; Pre-petition counseling of various aspects of Chapter 13 and other bankruptcy relief, determination of all creditors to be included in the Petition, and preparation of the Schedules, Statement of Affairs and Chapter 13 Plan. The Plan will be prepared by said Attorney based on financial information and ability to pay provided by the Client subject to the requirements of the Bankruptcy Code.
- c. The Attorney's attendance at one (1) 341 Meeting of Creditors and Confirmation hearing, on behalf of the Client.
- d. preparation of Chapter 13 confirmation Work Sheet, if applicable; review of Claims Register and Proofs of Claims; preparation of Suggestion of Bankruptcy in a lawsuit; preparation of certificate of service correcting address; Motions for Relief from Stay; Amendments to Schedules and Trustee's Motion to Dismiss.
- e. Post-Bankruptcy counseling regarding financial aspects of life after bankruptcy.
- f. Upon confirmation of Client's Plan or Amended Plan, all flat fee services of the Attorney have been fully completed and the Attorney shall have the right, for whatever reason, to withdraw from representation of the Client, without further approval of the Client, nor shall any portion of the flat fee be returned to the Client.

ADAM I. SKOLNIK, P.A.

CLIENT ONE and CLIENT TWO

Chapter 13 Retainer Agreement

Page 6 of 11

SERVICES NOT INCLUDED

The Flat Fee shall not include:

- a. Any adversary proceedings to be filed for Debtor or brought against Debtor
- b. Motions for special relief. Such matters may include, but not be limited to, disputed issues such as: Rule 2004 Examinations, claims by the Internal Revenue Service, claims of unsecured creditors asserting amounts other than as listed in the schedules and/or Chapter 13 plan; motions to value assets, motions to remove liens from exempt assets, motions to modify plan; motions to dismiss for failure to make Plan payments or to otherwise comply with the Code or requirements of the Trustee, and/or motions for rehearing.
- c. All of the above legal services will be provided at the hourly rate of (a) \$475.00 per hour for all time expended by Attorney Adam I. Skolnik or other Attorney with 8 or more years' experience in bankruptcy and/or litigation matters, (b) \$350.00 per hour for all time expended by Associates or other Attorneys with less than 8 years' experience, and (c) \$125.00 per hour for all time expended by our paralegals/legal assistants and shall be paid in advance by retainer based upon estimated future fees.
- d. Conversion to Chapter 7. In the event that Client wishes to convert to a Chapter 7, Client shall pay to the Attorney prior to conversion, the sum of \$2,000.00 if an individual and \$2,200.00 if a joint petition, which flat fee will also not include any Motions by Debtor or creditors and/or any adversary actions. In addition, any filing fee required must be paid to U.S. Courts and an administrative fee of \$125.00 must be paid to the Attorney, prior to the conversion.

A written contract for the new chapter must be entered into prior to any conversion. The Firm has the option to withdraw from the case, rather than convert it. Rules 9011 and 707 put additional liabilities against the Attorney for the Debtor's actions in a Chapter 7 bankruptcy. It is important to be honest with the Attorney in all matters. If counsel believes that there is a fraudulent reason for the transfer, counsel will withdraw from the case, for counsel's own protection, however, the Florida Bar Rules protect the Client from counsel disclosing the fraud to the court.

SCOPE OF REPRESENTATION

The representation is limited to representation in the general bankruptcy case only. The Client should discuss any state court lawsuits with the Attorney during the initial conference, and make written arrangements regarding the lawsuit at that time. The law office will not be responsible for taking any action regarding state court lawsuits absent a written retainer agreement to the contrary. If any dispute arises related to accounting (for example with the IRS or balance due on mortgages), or valuation, then the Client shall be expected to retain a professional accountant or appraiser to provide these services. The Attorney will not advance costs, or obtain an expert on your behalf. If matters arise outside of bankruptcy expertise, or where there is extensive litigation regarding non-bankruptcy issues, the Client may be required to employ counsel specializing in such other areas.

ADAM I. SKOLNIK, P.A.

CLIENT ONE and CLIENT TWO

Chapter 13 Retainer Agreement

Page 7 of 11

MISSED HEARING

There will be a meeting of creditors about one (1) month after the bankruptcy is filed. The Client will receive a notice from the court giving the time and date of this hearing. This notice should be received between one and two (2) weeks after the case is filed. If the Client does not receive such notice within three (3) weeks after the case is filed, the Client should call our office or the bankruptcy court to get the time and date of this meeting.

The Client must attend the meeting of creditors (if the case is filed jointly by husband and wife, both must attend the meeting). The law office will arrange to have an Attorney representing the Clients at this meeting. If the Client does not appear at the meeting, then the case may be dismissed. There is an additional charge of \$525.00 if you miss the hearing and we have to reschedule your hearing or 341 meeting.

REAFFIRMATION

Some creditors may request that the Client sign a Reaffirmation Agreement. This agreement allows the creditor to sue the Client for the debt despite the bankruptcy. While creditors may orally promise to allow the Client to keep a credit card or improve the credit report, unless these promises are in writing, they are no good. Our office almost always recommends against signing the agreements as to unsecured creditors in that they do more harm than good to the Client. The Firm will not sign any unsecured reaffirmation agreements, and if the Client does so, they will be required to go to a Court hearing for approval. The issue as to secured creditors seldom arises in chapter 13 cases. Unless noted to the contrary on this agreement, counsel will not notify the Client when a creditor requests a reaffirmation of a debt. Our office will not sign a reaffirmation agreement on a credit card, unsecured debt, car furniture, or a home in which you are upside down on, a hearing will be required.

MISCELLANEOUS

a. The Client has been advised that recent case law grants to mortgagees the right (in certain circumstances) to collect interest on the arrearage portion of their claim during the life of the Chapter 13 Plan. The Chapter 13 Plan which we will be preparing will not include any such interest, as we do not have the information from the creditor to calculate this and the Client clearly understands that in the event the mortgagee asserts a claim for this interest payment, said amount must be included in the Plan or disputed. The Client acknowledges that there will be an additional Attorney's fee due for disputing this interest.

b. Additionally, the Client acknowledges that, in the event there is a dispute as to the amount which is owing to the mortgagee, it is the Client's responsibility to obtain evidence and supporting documentation to prove his claim that the amount being sought by the mortgagee is incorrect, although we will attempt to obtain from the mortgagee all records supporting their claim. Additionally, in the event the Court does not approve the Plan as prepared by the Attorney due to the failure of the Client to disclose information, and the Court requires the filing of an Amended Plan and/or Amended Schedules, there will be additional Attorney's fees for all such services.

c. In the event the Attorney is required to attend any additional hearings or 341 meetings, which appearance is caused by the Client's failure to disclose information, an additional Attorney's fee shall be due for all such time expended by the Attorney.

ADAM I. SKOLNIK, P.A.

CLIENT ONE and CLIENT TWO

Chapter 13 Retainer Agreement

Page 8 of 11

d. All fees, both pre- and post-petition, shall be paid prior to Attorney commencing the service.

e. The Client shall be responsible for making all payments to the Trustee as required under applicable law and shall be responsible for forwarding all payments directly to the Trustee. The procedures for payment of the amounts due to the Trustee, along with other information relative to the Chapter 13 Proceeding, is set forth in the Chapter 13 Debtor's Handbook, which by execution below, the Client acknowledges receiving.

f. **Chapter 13 Plan Payments: Payment is due to the Trustee on a monthly basis commencing thirty (30) days from the date of filing of the bankruptcy petition and on the same date of each month thereafter.** By execution below, the Client hereby authorizes and instructs ADAM I. SKOLNIK, P.A. in the event there exist funds of the Client in the Trust Account of ADAM I. SKOLNIK, P.A., and the case is not confirmed and is dismissed, to disburse said funds first to ADAM I. SKOLNIK, P.A. for any unpaid Attorney's fees, with the remaining funds to be returned to the Client.

g. **IN THE SOUTHERN DISTRICT OF FLORIDA** Additionally, pursuant to Local Rule 2016-1 (B)(2)(a) the Client agrees that in the event the case is dismissed, and the Client has paid moneys to the Trustee, the Attorney is authorized to apply for a request for distribution (not to exceed the retainer amount in the last filed plan) from the Trustee, including any fees previously paid.

h. Authorization to sign Plans and Amended/Modified Plans to Provide for Attorney's Fees and For Other Reasons. By signing this Agreement, the Client authorizes the Attorney to file unsigned Plans, Amended Plans and/or Modified Plans on behalf of the Client for filing with the Court. The Attorney is also authorized to amend and/or modify Plans to provide for payment of any Attorney's fees due according to this Agreement but remaining unpaid for more than five (5) days by the Client.

LAWSUITS IN STATE COURTS

If the Client is suing someone, or anticipates suing someone in state court, it is necessary to get bankruptcy court approval to continue that suit, and to approve any settlement of that lawsuit. You generally may continue to use the same Attorney as you had been using in the lawsuit before the bankruptcy was filed, but there must be an Order from the bankruptcy court specifically authorizing that Attorney to continue to represent you. Please discuss this matter with me if you have any such suits. Counsel for the state court suit is required to file certain documents with the court; we will not prepare or file them on their behalf. The Client is required to list and disclose the potential or ongoing suit on their bankruptcy schedules.

Discuss any suits that are filed against you with the Attorney. The bankruptcy must be filed prior to the foreclosure sale or tax deed sale in order to retain the house (this is only possible if this is your first (1) bankruptcy filing). Multiple filings will not protect you from foreclosure. Both the schedules and the petition (not just this contract) but the actual petition form that the office prepares from the questionnaire must be signed. If a summary judgment is entered in the foreclosure, it will usually no longer be possible to contest the creditor's allegations of how far behind payments are or to fight their requested Attorney's fees and costs. The Client should bring a copy of any lawsuit papers to any meetings with the Attorney as soon as they are received.

ADAM I. SKOLNIK, P.A.

TIME TO FILE

The price for the bankruptcy shown above is good for three months (3) from the date of this agreement. After this date, we will apply any payments made to the new price, but the price will increase correspondingly with our regular bankruptcy rates, if any. The Client will be responsible for any increase in court fees that take effect before the case is filed.

If the balance of the fee is paid, or the balance of the information needed to file the bankruptcy is provided less than one full business day prior to the deadline to file the bankruptcy, an additional minimum fee of \$1,500.00 shall be required to be paid.

If the balance of the fee is paid, or the balance of the information needed to file the bankruptcy is provided less than four (4) full business days prior to the deadline to file the bankruptcy, an additional minimum fee of \$1,000.00 shall be required to be paid.

Any day on which the clerk's office at the bankruptcy court is open and staffed shall be considered a business day.

Congress also may change the law again, and we may have little or no advance warning of such changes. If the law changes, you may not be able to file for bankruptcy, or your monthly payment may need to be significantly higher. Therefore, it is important to try to return the paperwork as soon as possible so that the case may be filed before any changes in the law.

CHANGE OF CIRCUMSTANCES AFTER CASE FILED

If a problem arises after the case is filed that you may not be able to afford payments to the court or to a creditor you are supposed to pay, set an appointment with me to discuss the alternatives. Also, if you obtain property from lawsuits, inheritances, divorce settlements, lottery, or otherwise after you file you should set an appointment to discuss whether and how this would be disclosed.

The document form we use when we file the case provides that property subject to the Court's protection and control remains subject to the court's protection and control until the case is over. We do this to protect you and your property from any debts that arise after the case is over and to help ensure that the mortgage company and other creditors do not charge excessive fees or other charges after you file the case. However, this could result in an increased possibility that property you obtain after the court approves the plan (which occurs approximately 6 months after the case is filed) will need to be paid to the trustee. Examples of this are Lotto winnings, and inheritance.

CLOSING OF FILES

This office may destroy or otherwise dispose of the Client's file, six months following the notice of discharge from the court. The Client should not provide our office with originals of any important documents, but instead should photocopy any documents requested. This office will turn over to the trustee the copies of any documents requested that are in our possession, such as your tax returns and pay stubs. This office will not be responsible for any original papers provided to it.

Please Note: a person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury in connection with a case under the Bankruptcy Code shall be subject to fine, imprisonment, or both; and all information supplied by a debtor in connection with a case under the code is subject to examination

ADAM I. SKOLNIK, P.A.

CLIENT ONE and CLIENT TWO

Chapter 13 Retainer Agreement

Page 10 of 11

by the Attorney General. Our office will not represent you in any action involving perjury or fraud or the concealment of assets.

DUTIES OF CLIENT(S)

The Client(s) agrees and is obligated to:

- a. Notify this Firm of any pending foreclosure sale and the sale date;
- b. Provide this Firm with any lawsuits served upon Client;
- c. Provide this Firm with a complete list of assets and liabilities, correct names and addresses of all creditors, copies of all security agreement contracts (if applicable);
- d. Refer creditor communications to this Firm;
- e. Appear at this Firm 's office to sign the Bankruptcy Petition and Schedules **in advance** to assure adequate time for filing the case;
- f. Read and verify Petition and Schedules before signing such documents;
- g. Appear at the §341 Creditor's Meeting, Confirmation Hearing, or other Hearings as scheduled by the Court.
- h. Notify this office of any change in address, phone number, or employment information immediately.
- i. Maintain regular contact with office, at least every three months if petition has not been filed.

VERIFICATION OF INFORMATION

The Client(s) specifically acknowledge(s) that it is the Client(s)' complete responsibility to provide accurate information to Adam I. Skolnik, P.A. and its employees, and the Firm and its employees are not responsible for verification of this information. The Client will provide counsel with full and complete disclosure.

CANCELLATION OF CASE

The Client may cancel representation at any time after entering into this contract; however, all monies paid by the Client to the law office are non-refundable exclusive of costs which have not been used. Payments shall be applied first to payment of the retainer fee, and then to payment of costs. The retainer fee is a non-refundable advance payment for the Firm's commitment to file a chapter 13 bankruptcy, and once paid, is the property of the Firm. No refunds shall be issued absent written arrangements to the contrary on this page. Client(s) specifically agree(s) that the Attorney shall have the right to withdraw from Client(s)' case if Client(s) (1)- Do(es) not make the payments required by this agreement, (2)- Misrepresents or fails to disclose material facts to the Attorney, (3)- Acts in disregard of the Attorney's advice that is prejudicial to administration of justice or (4)- irreconcilable differences arise between Attorney and Client(s). In the event of the foregoing, Client(s) agree(s) to execute a consent to the Attorney's withdrawal from the case at the Attorney's request. Client(s) further understand(s) and agree(s) that no refund will be given.

Client(s) hereby acknowledge(s) and accept to be contacted on their mobile devices for any and all communication from this office, including telephone calls, emails, SMS messages, and the like.

ADAM I. SKOLNIK, P.A.



<<DATE>>

CHAPTER 7 RETAINER AGREEMENT

The undersigned client(s), <CLIENT ONE> and <CLIENT TWO> (“Client(s)”) agree to employ the law offices of Adam I. Skolnik, PA (“Firm”) to represent them in a Chapter 7 bankruptcy proceeding, as well as to investigate my potential claims against my creditors, debt collection agencies, debt collection attorneys, any entities representing my creditors or alleged creditors, and/or the credit reporting agencies (the “Defendants”), for violations of Fair Debt Collection Practices Act, 15 U.S.C. 1692 *et seq.*, U.S. Bankruptcy Code, Fair Credit Reporting Act, and/or Fair and Accurate Reporting Act (“Acts”) and if the claims have merit bring an individual or class action lawsuit against Defendants (hereinafter called “Lawsuits On My Behalf”).

Other attorneys may assist the firm in representation of your case. Clients represent that they have read and understood the agreement as set forth below. The contract is to be interpreted under the laws of the State of Florida, and no oral modification of the contract shall be permitted if not incorporated by a written modification signed by all parties. Clients agree that all information disclosed should be accurate, and that they shall not withhold any information responsive to questions asked by the attorney either in person or on documents or letters from the firm. Any material misrepresentation or failure to disclose relevant information will be grounds for the firm to cancel the representation, and withdraw from the case, and will result in a loss of all fees paid. Any legal questions should be referred to the attorney, as her staff may not provide legal advice pursuant to Florida law. Debtor(s) agree that all information disclosed shall be accurate, and that they shall not withhold any information responsive to questions asked by the attorney either in person or on documents, email or letters from the firm. Any misrepresentations or omissions on the documents filed with the court, or false statements at the hearing with the court or trustee may result in criminal charges against the client. The jurisdiction for all state court actions on this contract is Broward County. Furthermore it is understood that the Firm will prosecute for any bounced checks, not corrected with Firm along with \$50.00 bounce check fee through the State Attorney, and if fees are unpaid post-confirmation, the Firm will withdraw and turn the client over to a collection agency along with prosecution. An additional fee maybe required for the conversion of the case, which is not included in the services above.

Fee

The client agrees to pay an initial **non-refundable retainer** of \$2,400.00 (NOT including tax discharge calculation program), in addition to the costs described below prior to the filing of the bankruptcy (up to 50 creditors, and additional \$3.00 will be charged for every creditor over 50 listed). The client should always request a written receipt for all payments made to the office. When the questionnaire is returned, the balance of the fee must be paid by money order, cash, or cashier's check.

<CLIENT ONE> and <CLIENT TWO>

Chapter 7 Retainer

<<DATE>>

Page 2

The representation is limited to representation in the general bankruptcy proceeding only, and continues only (no adversary proceedings or Evidentiary Hearings) until the discharge is entered in the case, or the case otherwise terminates whichever occurs first. The client should discuss any state court lawsuit with the attorney during the initial conference, and make written arrangements regarding the lawsuit at that time. If the client is suing anyone, or has the right to sue anyone in state court, generally this suit or right to sue is an asset in the bankruptcy, which the bankruptcy court may be able to take over. Please discuss any suits with me before the case is filed. The law office will not be responsible for taking any action regarding state court lawsuits absent a written agreement to the contrary. If any adversary proceedings are filed by the client, or against the client, in the bankruptcy, or any contested matters arise, such representation shall require additional fees. If any dispute arises related to accounting (for example with the IRS or balance due on mortgages), or valuation, then the client shall be expected to retain a professional accountant or appraisal to provide these services. If matters arise outside of firm's bankruptcy expertise, or where there is extensive litigation regarding nonbankruptcy issues, the client may be requested to employ counsel specializing in such other areas.

Specifically, the services to rendered are as follows:

1. obtaining and reviewing my credit report obtained by me through Law Firm;
2. preparation and delivery of correspondence to all collection agencies hired by my creditors to advise them of Law Firm's representation of me;
3. calculation and review of my current monthly income and, if I am married and living with my spouse, calculation of my spouse's current monthly income;
4. in the event that current monthly income is above the median income for a household of my size in Florida State, complete mean testing analysis;
5. calculation of my monthly Disposable Income; and
6. drafting of the Chapter 7 Petition, Schedules, Statement of Financial Affairs, and Statement of Intention;
7. copying and providing to my bankruptcy trustee copies of all respective documents requested by the U.S. Trustee;
8. representation at an initial meeting of creditors or appearance at a request for an adjournment of the meeting of creditors;
9. filing of certification of completion of post-filing financial management course;
10. providing me with one (1) copy of Chapter 7 Petition, Schedules, Statement of Financial Affairs, Notice of Commencement of Chapter 7 Case, and Discharge of Debtor at the conclusion of my case.

Costs

The client agrees to pay all court costs in this matter, including filing fees, court reporter bills, postage costs, or charges for federal express or similar services. The client shall pay the sum of **\$338.00** as the filing fee in this matter prior to the bankruptcy being filed. All costs must be paid before the law office will make the related expenditure or order any transcript.

ADAM I. SKOLNIK, P.A.

We are a debt relief agency. In addition to other legal services, we help clients file for bankruptcy relief under the Bankruptcy Code.

<CLIENT ONE> and <CLIENT TWO>

Chapter 7 Retainer

<<DATE>>

Page 3

The firm is now filing all cases electronically, which requires the law firm to pay the filing fee by debit or credit card. While the client will pay us the fee by money order or cashier's check, the client recognizes that there may be some minor 'premium', such as frequent flier miles, awarded to counsel or the law firm from the credit card company based on the total monthly charges, and consents to the firm retaining any such premium.

Additional fees

The client agrees to pay additional fees if the law office provides the following services to the client. The client understands that these additional services are required in most cases and that none of these fee will be incurred without first informing the client, and allowing the client the option of declining such services. Any unpaid fees shall carry balances shall carry interest at 18% or the highest rate permitted by law, whichever is less. **The case will not be filed until all fees are paid.**

I. Credit Reports

The fee for this is **\$75.00 per Debtor** which is in addition to the retainer fee quoted above. This fee would need to be paid prior to ordering the credit reports, by signing this agreement you consent to the law firm pulling your report for our office and running a pre-application loan on you. Whether or not we pull your credit report, you are still required to list creditors you owe on our forms to help insure that everyone is listed. You should provide us with all addresses the creditor has provided to you within the last three months (90 days), or as many of such addresses as you have available. Additionally, complete addresses for all collection agencies must be listed as well as the address for the original creditor. This information should be available on the monthly statements from the creditors or from letters from collection agencies. If the creditor has shown an address for correspondence (as opposed to a billing address), the correspondence address must be listed. Additionally, complete addresses for all collection agencies must be listed as well as the address for the original creditor. This information should be available on the monthly statements from the creditors or from letters from collection agencies. This office will not look up any addresses for any creditors on your behalf (without a separate fee arrangement for the service), you are responsible for providing the creditors addresses, failure to do so will result in your debt not being discharged.

II. Valuation of assets

The questionnaire provided will ask you to value your property. Federal law requires you to value the property at replacement value. If you would replace the property by purchasing other similar used property at a flea market or from e-bay, then you should value the property at what

ADAM I. SKOLNIK, P.A.

We are a debt relief agency. In addition to other legal services, we help clients file for bankruptcy relief under the Bankruptcy Code.

<CLIENT ONE> and <CLIENT TWO>

Chapter 7 Retainer

<<DATE>>

Page 4

you would expect to pay for items in a similar condition at a flea market or from e-bay. **You may also be required to obtain an appraisal of the property at your own cost \$175.00 – \$350.00 in order for office to file for you.** We will arrange an appraiser to go examine and value the property and have him send the appraisal to us.. The firm will then determine which of your property is exempt from creditors and the estate. **The firm will not file your case without an appraisal if one is required. The appraiser we use for your matter is (to be determined).**

III. Income and Expenses

The questionnaire will request that you provide information regarding your income and expenses. You should bring payroll records showing your income for the last six months, as your income will usually be considered to be an average of your income for the last six months. The attorney will adjust the income and expense figures as required under Federal Bankruptcy Law to show net available income and expenses for purposes of determining which bankruptcy you file and the money, if any, available for the chapter 13 repayment plan, if a conversion is necessary. If you do not have payroll stubs, we will need proof of all other sources of income for the last six months prior to filing.

IV. Changes, additions or deletions.

If the client wishes to change information on the petition after it has been typed, the changes will be made at no additional charge, if the changes are made prior to filing the case. If any changes are required after the case is filed there will be a **\$135.00** charge for any such changes, **in addition to the court fee**, if any. Therefore, it is important that the clients list all information on the questionnaire correctly, and list the current, correct addresses of all potential creditors as well as any collection agencies or attorneys on the initial questionnaire.

The client should review the petition before it is filed, and make any corrections at that time. It is very important that all creditors be listed on the petition. If, for any reason, a creditor is not on the petition filed with the court, or if the address for the creditor is incorrect, that debt may not be eliminated by the bankruptcy. **It is your sole responsibility to make sure everyone is listed prior to filing.**

V. Adversary and contested proceedings

If an adversary proceeding is filed in the bankruptcy court against the client, or if the client wishes this firm to file an adversary proceeding against someone else, then an additional retainer will be required for the law firm's representation in this adversary proceeding. The firm has the option to decline representation and withdraw; no funds paid to date to the firm will be refunded.

If the client has some other litigation in the bankruptcy other than the bankruptcy case itself, then we would charge an hourly rate to represent the client in that litigation. Any litigation

ADAM I. SKOLNIK, P.A.

We are a debt relief agency. In addition to other legal services, we help clients file for bankruptcy relief under the Bankruptcy Code.

<CLIENT ONE> and <CLIENT TWO>

Chapter 7 Retainer

<<DATE>>

Page 5

over the value of the client's property or right to exempt the property would be included as matters requiring an additional retainer.

The client agrees to an hourly rate of \$575.00 per hour for Adam I. Skolnik or for any other attorney, and \$185.00 per hour for the senior paralegal, and \$155.00 per hour for any junior paralegal employed by the firm which hourly fee may be increase periodically in accordance with the prevailing standard hourly fees charged to clients of the office for similar services. **If the total due from the hourly fee exceeds the amount of the initial fee, the client shall remain liable for the excess, and the law firm may discontinue representation if the excess is not paid.**

VI. Conversion

If the client wishes to convert the case to another chapter after it has been filed, there will be an additional fee required before the conversion can be filed. Fee arrangements for the conversion must be made at the time of the conversion. The client will need to discuss conversion with counsel prior to any filing of such notice, to discuss whether there would be any benefit to converting the case.

VII. Lien Avoidance

If when you borrowed money from a creditor, you gave them a list of furniture in the house, they probably took a lien on that furniture. Unless they financed the furniture, the law firm can file a motion with the court to eliminate this lien on the furniture. There is a \$575.00 charge to file this motion, and the firm must be paid prior to filing the motion. This motion must be filed before the bankruptcy case is closed (about four months after the case is filed).

Alternatively, the client may either continue paying that debt to the creditor, or may take the risk that the creditor will show up later to repossess the items.

If a creditor has a judgment against the client, and that judgment has been recorded in the county court public records, then the law firm may be able to file a motion to eliminate this lien from the property. If were any suits against the client that went to final judgment, the client should check the county court real property records to see if the judgment is recorded, and if so, should set an appointment with the law firm to bring a copy of that judgment to the attorney. The fee to file the motion to eliminate this type of lien is \$575.00 per judgment, and must be paid prior to the filing of such motion. **Again, this motion may be filed anytime before the bankruptcy case is closed, which will occur about four months after the case is filed.**

VIII. Redemption

If a creditor financed the purchase of furniture, appliances, jewelry or electronics, then it is not possible to eliminate the creditor's lien without paying them anything. In this situation, the client has four choices: either keeps making payments to the creditor; work out a deal directly

ADAM I. SKOLNIK, P.A.

We are a debt relief agency. In addition to other legal services, we help clients file for bankruptcy relief under the Bankruptcy Code.

<CLIENT ONE> and <CLIENT TWO>

Chapter 7 Retainer

<<DATE>>

Page 6

with the creditor to keep the merchandise; take the risk that the creditor will repossess the items; or pay us to file redemption with the court. Redemption is a proceeding where we have the court determine the value of the merchandise purchased from the creditor, and then the client would have to pay this value in cash to the creditor. Once this money is paid to the creditor, the creditor would no longer have the right to repossess the merchandise. Our fee to file this motion would be \$575.00

IX. Stay Litigation

If the client wishes to keep any items securing a loan (including real estate securing a mortgage or car loans), the client must either file a lien avoidance or redemption; or keep making the payments on the loan. If the client does not keep making the payments and does not file any other motion, the creditor may file a 'motion for relief from stay' with the court. This motion is requesting that the court allow the creditor to repossess the items securing its loan. Unless the client is able to immediately catch up the payments on the loan, the court will allow the creditor to repossess the items.

The law firm will generally not respond to these motions. If the client wants the firm to respond to the motion and/or attend any hearing on the motion, there would be an additional \$550.00 fee, which would have to be paid prior to the law firm taking any action in the matter.

X. Missed Hearing

There will be a meeting of creditors about one month after the bankruptcy is filed. The client will receive a notice from the court giving the time and date of this hearing. This notice should be received between one and two weeks after the case is filed. If the client does not receive such notice within three weeks after the case is filed, the client should call our office or the bankruptcy court to get the time and date of this meeting.

The client must attend the meeting of creditors (if the case is filed jointly by husband and wife, both must attend the meeting). The law office will arrange to have an attorney representing the clients at this meeting. If the client does not appear at the meeting, then the case may be dismissed. If the client does not appear, and the law firm re-schedules the meeting, then **there will be an additional charge of \$575.00 for rescheduling the meeting and attending the rescheduled meeting.**

It is also sometimes possible to file a motion to excuse one of the clients from attending the meeting, usually due to serious medical problems (a doctor's letter would be required) or sometimes due to the client being out of the state and unable to return. The firm would charge **\$575.00** to file this motion, but cannot guaranty that the court would grant the request to excuse the client's appearance. If the court denies the motion, the client must attend a rescheduled meeting.

ADAM I. SKOLNIK, P.A.

We are a debt relief agency. In addition to other legal services, we help clients file for bankruptcy relief under the Bankruptcy Code.

XI. Reaffirmation

Some creditors may request that the client sign a Reaffirmation Agreement. This agreement allows the creditor to sue the client for the debt despite the bankruptcy. While creditors may orally promise to allow the client to keep a credit card or improve the credit report, unless these promises are in writing, they are no good. If the client insists on signing a reaffirmation agreement against our advise, there will be a hearing before the Judge, which the client must attend and explain to the Judge why the client signed the agreement. Our office almost always recommends against signing the agreements as to unsecured debts. The client would need to discuss reaffirming secured debts with counsel. In order for the firm to represent the client in obtaining court approval of such an agreement, unless the firm recommends that you sign the agreement, there would be a \$575.00 charge for us to appear at the court hearing. You may appear without counsel at the hearing.

Unless noted to the contrary on this page, the law firm will not advise the client when a creditor requests a reaffirmation of a debt that is unsecured. The firm will not sign a reaffirmation agreement on a vehicle, or a home with negative equity or any credit card debt or financing company.

XII. Appointments

Normally, a chapter 7 case will require no more than 2 appointments after the initial meeting with the client. In order to minimize the fee charged for the chapter 7 case, it is assumed that no more appointments will be required. If more than 3 additional appointments are required (after the free consultation), an additional fee of **\$575.00 per appointment will need to be charged**. Also, since appointments are set for 1/2 hour each, and potential clients may be turned away due to calendaring concerns, unless the appointment is cancelled 24 hours in advance, the charge will still be made whether or not the client appears for the appointment. While weekend appointments are usually available in any of the offices, if the client misses an appointment without giving 24 hour advance notice, no further weekend appointments will be set for the client.

XIII. Lawsuits in state courts

If the client is suing someone, or anticipates suing someone in state court, it is necessary to get bankruptcy court approval to continue that suit, and to approve any settlement of that lawsuit. Discuss these suits with the attorney before you file the case. Usually, the bankruptcy court will take over all rights to these suits when a chapter 7 is filed. If the suit or right to sue is not disclosed on the bankruptcy, then you will not be able to sue in the future, or continue the lawsuit in most circumstances.

If anyone is suing you, bring copies of the lawsuit documents to the meetings with Mr. Skolnik.

ADAM I. SKOLNIK, P.A.

We are a debt relief agency. In addition to other legal services, we help clients file for bankruptcy relief under the Bankruptcy Code.

<CLIENT ONE> and <CLIENT TWO>

Chapter 7 Retainer

<<DATE>>

Page 8

XIV. Time to file

The price for the bankruptcy shown above is good for **three (3) months** from the date of this agreement. After this date, we will apply any payments made to the new price, but the price may increase correspondingly with our regular bankruptcy rates. **The client will be responsible for any increase in court fees that take effect before the case is filed.** If the balance of the fee is paid, or the balance of the information needed to file the bankruptcy is provided less than one full business day prior to the deadline to file the bankruptcy (emergency cases), an additional fee of \$575.00 shall be required. If the balance of the fee is paid, or the balance of the information needed to file the bankruptcy is provided less than four (4) full business days prior to the deadline to file the bankruptcy, an additional fee of \$350.00 shall be required. Any day on which the clerk's office at the bankruptcy court is open and staffed shall be considered a business day.

XV. Closing of Files

This office may destroy or otherwise dispose of the client's file six months following the notice of discharge from the court, or the order dismissing the case. The client may pick up any court papers from the file within one month after the discharge from the court. The client should not provide our office with originals of any important documents, but instead should photocopy any documents requested. This office will not be responsible for any original papers given it.

XVI. Cancellation of case

All monies paid by the client to the law office shall be applied first to payment of fees, and then to payment of costs. The initial fee is a non-refundable advance payment for the law firm's commitment to file a chapter 7 bankruptcy, and once paid, is the property of the law firm. No refunds shall be issued absent written arrangements to the contrary on this page. Court costs will be refunded if the case/document has not been filed. Credit report & appraisal fee will be refunded only if they have not been done by the firm's contractors.

XVII. Authorization to Obtain Personal Information

By signing below, the Client hereby authorizes Law Firm to obtain information about Clients' assets, prior addresses, lien, judgments, prior bankruptcy filings, motor vehicle registrations, voter registration, and other public and non-public information that will be used to verify and ensure the completeness of the information provided to Firm. The information received by Firm may not be comprehensive or complete. It is being obtained for background information and to aid Firm for verification purposes only. As such, I understand that it remains my responsibility to disclose my ownership and prior ownership of assets, property, real estate, personal items, bank accounts, stocks, bonds, pension and retirement accounts, financial accounts of any nature and other items regardless of value.

ADAM I. SKOLNIK, P.A.

We are a debt relief agency. In addition to other legal services, we help clients file for bankruptcy relief under the Bankruptcy Code.

<CLIENT ONE> and <CLIENT TWO>

Chapter 7 Retainer

<<DATE>>

Page 9

I certify and acknowledge that I have had the opportunity to read this Agreement. I further state that I have voluntarily entered into this Agreement fully aware of its terms and conditions.

Receipt acknowledged, and terms signed and accepted on this ____ day of _____, 2024.

<CLIENT ONE> Date

<CLIENT TWO> Date

SIGNED on this ____ day of _____, 2024.

LAW OFFICE OF ADAM I SKOLNIK, P.A

BY: ADAM I. SKOLNIK, ESQ.

1761 WEST HILLSBORO BOULEVARD, SUITE 207

DEERFIELD BEACH, FLORIDA 33442

(561) 265-1120

(561) 265-1828 (TELEFAX)

FLORIDA BAR NUMBER: 728081

E-MAIL: INFO@SKOLNIKLAWPA.COM

Firm Use Only

Attorney's fees:	\$ 2,400.00
Court Costs:	\$ 338.00
Appraisal Fee:	\$TBD, if need
Tax/Credit Services:	\$TBD, if need
Credit Report(s)	\$ 75.00
Admin Fee.	\$ 200.00
Amount Paid	\$ _____
Amount Due	\$ _____

.....
Special Arrangements:

.....

ADAM I. SKOLNIK, P.A.

We are a debt relief agency. In addition to other legal services, we help clients file for bankruptcy relief under the Bankruptcy Code.