



LAW OFFICE OF KEVIN D. HEITKE
ATTORNEY AND COUNSELOR AT LAW

RETAINER AGREEMENT

I, _____, (We) herewith retain and employ Kevin D. Heitke, Esquire, to represent my (our) interests in our Federal Court Bankruptcy litigation (under the terms stated below) from the date the retainer is paid. I, (WE) understand that there are essentially four (4) chapters of the bankruptcy code under which I, (WE) may seek relief. The New (2005) Bankruptcy Law requires that your financial information be subjected to a MEANS TEST to determine your eligibility to file. We cannot assure you in advance of the outcome of this MEANS TEST as it requires a complete review of your financial records & potential challenges from the U.S. Trustee.

Chapter 7 – Liquidation (Individuals & Corporations)
Chapter 11 – Protection & Re-Organization for Individuals in Business or Corporations
Chapter 12 – Family Farmer or Fisherman
Chapter 13 – Wage Earner's Plan

FEES CHARGED: I, (We) understand that I, (We) will be charged and agree to pay all litigation & costs plus court costs & legal fees as marked below:

For those clients passing the Means Test:

Chapter 7 Individual with only consumer debt
Minimum Fee - \$1500 + 299.00 filing fee = \$1799.00

Chapter 7 Individuals with business debts or over 50 creditors or Corporations Minimum Fee –
Negotiated + 299.00 filing fee = \$ _____

Chapter 11 Small Business (9 or less employees) or (under 25 creditors) Minimum Fee - \$10,000 +
\$1039.00 filing fee + \$200.00 per hour over 25 hours - \$11,039.00

Chapter 11 Large Business (10 or more employees) Minimum Fee - \$15,000 + \$1039.00 filing fee +
\$200.00 per hour over 75 hours - \$16,039.00

Chapter 13 Wage Earner's Plan Minimum Fee - \$3500.00 + \$274.00 filing fee = \$3774.00. Fee
negotiated upward if business assets are involved.

In accordance with the new Bankruptcy laws each debtor is required to provide us with the information below. Please be advised that if you do not provide us with the information within the time frame required by the United States Bankruptcy Courts, **your petition will be dismissed.** This dismissal is not a function of the Law office of Kevin D. Heitke. All dismissals are done by the United States Bankruptcy Court.

1. **Credit Counseling Education Course:** You must complete the Credit Counseling Course prior to our filing your bankruptcy petition with the court. There is a \$55.00 fee payable to Springboard which is not included in our retainer. You must pay this directly with Springboard by means of a credit card/ debit card or a personal check. _____

2. **Prior to filing your bankruptcy** petition we must receive the past sixty (60) days worth of paycheck stubs for each debtor. _____

a. **Prior to filing your bankruptcy** we will require a six (6) month average of your earnings. _____

3. **Within one week of your bankruptcy filing** you must provide to this office, your income tax returns for the two (2) years prior to your bankruptcy filing. For Example: (If you file your bankruptcy in 2006, you must provide us with years 2004 & 2005. _____

a. **You will not** be able to file a bankruptcy if you have not completed and filed your income tax returns. _____

b. If you are not required to file income tax returns, please inform us and we will provide you with an affidavit for your signature. _____

4. **Debtor Management Education Course:** You must complete the Debtor Management Education Course after your meeting of creditors (§341 meeting) to file your bankruptcy petition with the court. There is a \$55.00 fee payable to Springboard which is not included in our retainer. You must pay this directly with Springboard by means of a credit card/ debit card or a personal check. _____

5. Originals or copies of all bills (whether utilities, credit cards, medical bills, etc.) that you wish to have included in your bankruptcy, with each creditor you must provide the following. _____

a. Complete mailing addresses for each account.

b. Complete account number.

c. Amount of debt.

d. When the debt was incurred.

e. Whether or not it was joint debt with a spouse or any other person.

6. If you own real estate (a home, a second home, a cabin, a mobile home, a time share, an interest in anyone else's property) you **will** be required to provide us with a copy of deeds relative to such **real property**. _____

WE MAY REQUIRE THAT A TITLE SEARCH OF YOUR PROPERTY BE DONE. ANY COSTS ASSOCIATED WITH A TITLE SEARCH ARE OVER AND ABOVE OUR RETAINER AGREEMENT. _____

I, (We) further understand and agree that the file created for me, (us) in this case is the property of The Law Office of Kevin D. Heitke, Harrisville, Rhode Island 02830 and will be maintained for a period of three (3) years from the date this case is closed. My file may be then destroyed with no further notice to me, (us). I, (WE) understand that I, (WE) must request the return of any original papers and documents prior to the end of this three (3) year period of time. Should I, (WE) request copies of my file or pleadings, I, (WE) understand that I, (WE) will be charged & agree to pay the same copying & search charges that are in effect with the Bankruptcy Clerk's Office.

The following terms, conditions, and understandings are part of this Retainer Agreement:

CREDIT REPORT - This office will require that you obtain or that you allow us to obtain a copy of your credit report. The cost for this office to obtain your credit report through our provider www.gspace.com is \$40.00 and will require the use of YOUR debit card and certain personal information (i.e. mother's maiden name).

IDENTIFICATION - As required by Federal Law you must produce at the Meeting of Creditors (§341 Meeting) a photo identification as well as your Social Security Card. If you have misplaced or don't have your Social Security Card, you must obtain it from the Social Security Administration prior to your meeting of creditors. Please plan accordingly.

FULL DISCLOSURE REQUIRED – I have discussed with my attorney the nature of my case and I completely understand that I must disclose ALL of my assets and liabilities to the Bankruptcy Court. This means that everything that I own including my clothes, my jewelry, my furniture, my cars, my cash, my utility deposits, my bank accounts, my tax refund, my home, all monies owed to me and all other real and personal property and assets I possess (no matter how I obtained them) must be valued and disclosed to the Court and made subject to the disposition of the Bankruptcy Court. I understand that I may keep only those assets exempted by Bankruptcy Law or allowed by the Trustee or Court; AND THAT I CANNOT TRANSFER ASSETS TO THIRD PARTIES TO ESCAPE DISCLOSURE. I know that my attorney CANNOT promise me what assets I may keep as this depends upon information not available to my attorney at this time. I further understand that I must list all of my debts, even those I will continue to pay.

CERTAIN DEBTS NOT DISCHARGED – I understand that certain debts are not generally discharged in Bankruptcy (for example – taxes, students loans, alimony & child support) and I know that my attorney CANNOT promise me that any particular debt will be discharged as this depends upon the outcome of my case.

ADDITIONAL ATTORNEYS FEES – I understand that my attorney has given me as firm a fee quote as is possible at this time. This fee covers services up to and including the § 341 Meeting of Creditors. There are, however, certain events for which I may need the services of my attorney that will require me to pay additional fees. These events include needing my attorney to prepare and file Suggestions of Bankruptcy in any other litigation (such as foreclosure lawsuits) that may be filed against me. I also will be charged and agree to pay additional attorneys fees if my attorney is needed to assist me in negotiating with any creditors, resisting any objections filed by creditors, or negotiating reaffirmation agreements or avoiding liens, or attending depositions, meetings, examination or hearings required beyond the first meeting of creditors. I agree to pay my attorney additional fees at the rate of \$175.00 per hour for these services. I understand that if I amend my pleadings after my case is filed to add additional creditors, there is a minimum charge of \$175.00 plus court costs.

USE OF PARALEGAL – I understand that my attorney will use skilled legal assistants in the preparation of my case. Paralegal time will be billed at \$75.00 per hour. While these are knowledgeable individuals they are not attorneys and I will not request from them legal advice nor shall I rely on them for legal advice. Before taking any actions in reference to my assets or liabilities, I will talk directly with my attorney.

I, (We) have today paid to my attorney the sum of \$_____ as a **NON-REFUNDABLE** retainer PLUS \$_____ FOR COSTS for undertaking this representation. I, (WE) understand that this paid

retainer is included in the fees listed above and is not an additional charge. I, (WE) agree to pay any additional bills within 30 days. If I file a Chapter 12 or 13, I agree that the remainder of my fees are to be paid through my plan and should my plan fail, I agree that I will owe the balance directly to my attorney.

DATE (Accepted by Attorney): _____

CLIENT'S SIGNATURE(S)

Date:

Attorney: _____