

**LEGAL REPRESENTATION AGREEMENT
CHAPTER 13 BANKRUPTCY**

THIS AGREEMENT, entered into as of the ___ day of _____, 200_, in Centerville, Montgomery County, Ohio, by and between _____ (**debtor**), (hereinafter referred to as “Client(s)”), and Wayne P. Novick or Debra L. Jansing, 2135 Miamisburg-Centerville Rd., Centerville, OH 45459 (hereinafter referred to as “Counsel”).

Client(s) acknowledge(s), by the signing of this agreement, that he/she/they has/have read and agree(s) to the terms stated in Exhibits A, B and C.

IN WITNESS WHEREOF, the party/parties hereto has/have executed this Agreement as of the date and year first above written.

By: _____
WAYNE P. NOVICK
DEBRA L. JANSING

Client

Client

EXHIBIT A

A. COUNSEL FUNCTIONS

By the terms of this Agreement, the Counsel will perform the following legal services:

- (1.) File a Chapter 13 proceeding in the United States Bankruptcy Court, Southern District of Ohio, Western Division.
- (2.) Pursue such proceeding to its termination by completion of the plan, conversion or dismissal.
- (3.) Minimum customary, reasonable and related services include the following:
 - (a) interviewing debtor;
 - (b) preparation of the petition, schedules and plan;
 - (c) preparation of all amendments and required modifications through confirmation;
 - (d) attendance at 341 hearing or continued hearing;
 - (e) filing of required discharge statement;
 - (f) attendance at confirmation hearing or continued confirmation hearing, exclusive of litigation involving confirmation;
 - (g) attendance at Trustee conferences on routine matters;
 - (h) attendance at in-chambers conferences;
 - (i) review of proofs of claim;
 - (j) review of Trustee's intention to pay claims;

Client(s) Initials

- (4.) Other services include, but are not exclusive of, the following:
 - (a) litigation involving confirmation;
 - (b) motion, order and other services to vacate an order of dismissal;
 - (c) modification of the plan after confirmation;
 - (d) sale of real estate;
 - (e) all adversary proceedings;
 - (f) motions to release stay;
 - (g) matters involving the business of the debtor;
 - (h) all services rendered after order of conversion to a Chapter 7.
 - (k) preparation of objections to Trustee's intention to pay claims;
 - (l) review of trustee's objections to Trustee's intention to pay claims;
 - (m) preparation of responses to Trustee's objection to claims;
 - (n) preparation of any reports required by the confirmation order;

- (o) preparation of any motions and orders to continue proceedings, and any change of address or employment statements;
- (p) review and preparation of any necessary responses to reports and accounts of the Trustee;
- (q) preparation of applications and orders for conversion or dismissal of case;
- (r) preparation of requests to dispose of property;
- (s) preparation of requests to incur debt;
- (t) preparation of minor amendments to schedules;
- (u) if real estate, reasonable contracts with mortgagees and their agents/attorneys regarding the mortgage and payments;
- (v) review and necessary contacts and consultations with debtor and Trustee on all matters set forth herein.

SUCH fees are only chargeable after the fees are approved upon motion and application by the Bankruptcy Court. Except for the fees mentioned in paragraph 5 and 6 below, before any such fees are charged you will receive a copy of my motion filed in the court requesting approval of any such fees as well as notice explaining your opportunity to object if you do not agree with the fee applied for. Any fees awarded for the aforementioned services will be paid to the undersigned attorney from your payments to the Trustee in the same way as payment of minimum customary, reasonable and related fees. **It is possible that the fees mentioned in paragraph 4 approved by the Court may cause your payment to the Trustee to be increased, or the term of your Chapter 13 plan extended.** Whether or not a payment increase or an extension will be necessary depends upon the facts of your case. If a payment increase is necessary because of a court approved, the Trustee will notify you of the amount of the increase.

(5.) The Client acknowledges that Counsel may incur various expenses in providing services to the Client. The Client agrees to reimburse Counsel for all out-of-pocket expenses paid by Counsel, or, if the Client is billed directly for these expenses, to make prompt, direct payments to the originators of the bills. Such expenses include, but are not limited to, charges for serving and filing papers, courier or messenger services, recording and certifying documents, depositions, transcripts, investigations, witnesses, long-distance telephone calls, copying material, overtime clerical assistance, travel expenses, postage and notarial attestations.

(6.) On expenses, such as postage, telephone, etc., there is a surcharge of fifteen percent (15%) for the handling involved in performing said functions.

EXHIBIT B

A. METHOD OF DETERMINING FEES

The Client and Counsel agree that the following method is to be used for determining the proper amount of legal fees:

(1.) The total fees to be charged the Client for legal services to be performed by Counsel in this matter is _____ which covers all minimum, customary services as set forth in Exhibit A, paragraph (A.)(3).

(a) - of the legal fee is payable before the filing of the case
The balance of the legal fee will be paid through the plan

- (c) The total fee shall be payable to The Law Office of Wane P. Novick, prior to filing, if there is a current Domestic Relations Case where you or your ex-spouse(s) have divided property and/or are paying support and/or owe support pursuant to a Domestic Support Order, Decree or other order by a Domestic Relations Court;
- (b) In the event of the dismissal of the Chapter 13 or conversion to Chapter 7, the unpaid balance of said fees shall be due and payable by the Client.

(2.) For all other services, including those set forth in Exhibit A, paragraph (A.)(4.), the Client and Counsel agree that the following method is to be used for determining the proper amount of legal fees;

(3.) The time expended by the Counsel to perform the legal services for the Client in this matter will be the primary basis for determining the total legal fees to be paid by Counsel. The following rates will apply:

- (a) \$200.00 per hour out of Court;
- (b) \$200.00 per hour in Court;
- (c) The out of Court time charged may be increased in accordance with the attorney's regular time rate at the time the services are rendered.
- (d) \$25.00 Copying charge for documentation to be supplied to the Chapter 13 Trustee

(4.) Client acknowledges that, although time expended is the major fee determining criterion, ultimately, the total and final fees will be based on a more comprehensive measure of the reasonable value of Counsel's services. Factors other than the amount of time required, such as the novelty and complexity of legal representation, familiarity with the specific area of law involved, the preclusion of other engagements caused by the acceptance of this engagement, the magnitude of the matter, the results achieved, customary fees for similar legal services, the nature and length of counsel's relationship with the Client, and time limitations imposed by the client or by circumstances will all have a significant bearing on the reasonable value of the services performed. Therefore, it is agreed that the final fees to be charged by counsel may be revised upward or downward from the total fee amount as calculated above, at the discretion of Counsel, to properly reflect such factors as those listed above, as well as other considerations which may arise during the course of the representation.

B. CLIENT FUNCTIONS

Client agrees to perform the following functions:

(1.) To pay the counsel for the performances of such legal services, and to pay for all expenses incurred in connection therewith, as specified in Exhibit A-(5.).

(2.) To cooperate fully with Counsel and to provide all information known by or available to the Client which may aid the counsel in representing the Client.

C. AUTHORIZATION AND DECISION MAKING

The Client authorizes and directs Counsel to take all actions which the counsel deems advisable on the Client's behalf. Counsel agrees to notify client promptly of all significant developments and to consult with the Client in advance as to any significant decisions attendant to those developments.

Client(s) Initials

EXHIBIT C

A. SCHEDULE OF BILLING AND PAYMENTS

The Client and Counsel agree to the following schedule of billing and payments for fees and expenses:

(1.) The fees for other services may be payable by the Chapter 13 Trustee out of the Chapter 13 fund, and Counsel shall make such applications as are necessary to obtain payment.

(2.) All fees and expenses not paid by the Chapter 13 fund shall be billed to the Client at the completion or termination of the Chapter 13 proceeding.

(3.) The Client agrees to pay in full the amount of each bill within fifteen (15) days of the billing date.

(4.) Any outstanding balances not paid when due as agreed above will accrue an interest charge of eighteen percent (18%) per annum (one and one-half percent [1 ½ %] per month) from the due date until paid.

IMPORTANT NOTICES

1. No portion of attorney fees and costs that are paid or agreed to be paid may be cancelled or refunded. All fees and costs paid or agreed to by you are fully earned compensation to the attorney for services rendered and for the responsibility of undertaking representation of your case. You understand that the attorney's acceptance of undertaking representation of your case means that significant resources of the Law Office will be committed to the case and that other work the attorney would do will be set aside, delayed or turned down. All money paid or agreed to be paid by you is fully earned by the attorneys and no money is refunded nor may you cancel the Agreement regarding the payment of attorney fees and costs.
2. This contract is subject to the jurisdiction of the Bankruptcy Court for the Southern District of Ohio and any dispute that arises concerning the provisions of this contract shall be resolved by that Court and that Court alone. The terms of this contract are subject to the United States Bankruptcy Code and Rules and any applicable laws of the State of Ohio.
3. It is your responsibility to supply all necessary information prior to the filing of the case. In the event additional debts are added later or if any amendments to schedules is necessary, it is disclosed and you agree to pay \$200.00 per amendment as an additional attorney fee plus any applicable filing fee and costs associated with such amendment. This fee does not apply to amendments that were not the result of the Client's failure to provide requested documents or information.
4. You agree that there are inherent risks in filing for bankruptcy, including the fact that property may be liquidated (sold) by the Court to pay debts in some cases. You also understand that a new bankruptcy law is subject to different interpretations and that there are inherent risks in how the Judges and Courts will apply various provisions. Examples may include how to compute or to calculate income, how and when to liquidate assets

Individual case notes to be acknowledged

FEES and COST SUMMARY

1. Total Legal Fee is (set by the court)

2. Amount of legal fee prior to filing _____

Balance of legal fee is paid through

The plan _____

2. Costs:

a. Credit Counseling

\$49

_____ **49** _____

b. Debtor Education

C. Tax Transcripts

\$29

D. Appraisal

\$125

E. Credit Report

\$ 40

\$ 50

F. filing fee

274.00

3. First payment is now due 10 days prior to

Court hearing _____

4. Total Due before filing _____

5. Total Due 10 days prior to 341 meeting _____

CLIENT

CLIENT