

**Law Office of
MELISSA A. RASKEY
Attorney At Law**

Physical Address: 27186 Newport Rd., Ste. 2, Menifee, CA 92584
Mailing Address: PO Box 5316, Hemet, California 92544
Telephone: (866)-411-6659 • Facsimile: (866) 612-1595

ATTORNEY-CLIENT RETAINER AGREEMENT

The Client(s) _____
("CLIENT") hereby enter into this Attorney-Client Retainer Agreement with Melissa A. Raskey
("Attorney").

1. TOTAL FEES AND COSTS

a) Fixed Fee: CLIENT shall pay a fixed fee to ATTORNEY for legal services rendered under this contract.

The fixed fee shall be paid as follows:

Chapter 7: \$1700.00-\$2500.00 to be determined after review of Client's documents. This fee includes credit report fee and filing fee. **This fee does not include REAFFIRMATION AGREEMENTS OR ANY AMENDMENTS REQUIRED. Please see No. 11 and No. 12 for explanation of these fees. Fee does not apply if a business or real estate is involved. Fee may vary due to individual circumstances.**

Chapter7 Emergency filing: \$500.00 regardless of creditors in addition to regular filing fees for Chapter 7.

Chapter 13: \$5000.00

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 be paid by the CLIENT are fully earned compensation to attorney for services rendered and for the responsibility of undertaking representation of the CLIENT. The CLIENT understands that the ATTORNEY'S acceptance of undertaking representation of the CLIENT means that significant resources will be committed to the case and that other work the ATTORNEY would do will be set aside, delayed, or turned down. All monies paid or agreed to be paid by the CLIENT are fully earned by the ATTORNEY and no money is refunded nor may CLIENT cancel this agreement regarding the payment of attorney fees and costs.

b) Costs: In addition to the fixed fee, the CLIENT shall pay a filing fee of **\$338.00** for chapter 7 court costs or pay a filing fee of **\$313.00** for chapter 13 court costs, whichever is applicable.

2. CONDITION

This Contract will not take effect, and ATTORNEY will have no obligation to provide legal services, until CLIENT returns a signed copy of this Contract and pays the fixed fee called for under Paragraph 1.

3. SCOPE OF DUTIES

CLIENT hires ATTORNEY to provide legal services in connection with the preparation of a bankruptcy petition. ATTORNEY shall provide the services listed in Paragraph 4. ATTORNEY'S services will NOT include litigation of any kind, whether in court, in administrative hearings or before government agencies or arbitration tribunals.

ATTORNEY shall take reasonable steps to keep CLIENT informed of progress and to respond to CLIENT'S inquiries.

CLIENT shall be truthful with ATTORNEY, cooperate with ATTORNEY, and keep ATTORNEY informed of developments, abide by the Contract, pay legal fees to **Melissa A. Raskey** on time and keep ATTORNEY advised of CLIENT'S address, telephone number and whereabouts.

4. LEGAL SERVICES TO BE PROVIDED

The legal services rendered or to be rendered include:

(a) Analysis of the financial situation of CLIENT and rendering advice and assistance to CLIENT in determining whether to file a voluntary petition under Title 11, United States Code. (Bankruptcy Code)

(b) Preparation and filing of the petition, Schedule of Assets and Liabilities, Statement of Affairs, means test forms, supplemental local forms, and Mailing Matrix.

(c) Preparation and representation of CLIENT at the First Meeting of Creditors.

(d) Discussion of and recommendation for required pre-petition credit counseling, and education requirements post-petition, and explanation of those requirements under the Bankruptcy Code (client also acknowledges that they will be solely responsible for the payment of all fees and charges related to the credit and educational counseling).

(e) Securing income tax transcripts for the prior two (2) years if CLIENT agrees to additional fee(s) for ordering.

(f) Discussion of options for retaining any secured property.

The legal work includes all necessary Court appearances (by members of the firm OR separate appearance counsel), research, investigation, correspondence, preparation and drafting of pleadings and other legal documents, and related work to properly represent the client in this matter for the items exclusively set forth above.

5. LEGAL SERVICES NOT PROVIDED

The legal services and/or legal representation not to be provided or not rendered by attorney under this agreement include:

(a) Representation of CLIENT in any adversary proceeding arising under Bankruptcy Code Section 523 for fraud, credit card abuse, false financial statements or any and all exceptions to discharge under Section 523; or

(b) Representation of CLIENT in any adversary proceeding arising under Bankruptcy Code Section 727 for false oath, concealment of assets, revocation of discharge or any other and all objection to discharge under Section 727; or

(c) Representation of CLIENT in any objection to claim of exemptions by trustee or creditor; or

(d) Representation of CLIENT in any motion for relief from stay by creditor to proceed to foreclose on real property or repossess personal property such as automobile, furniture, etc., or

(e) Representation of CLIENT for motions to compel abandonment of assets or motion to avoid judicial liens on real or personal property, or

(f) Representation of CLIENT for any type of federal or state tax advice, opinion, negotiation, or any other matters pertaining to the discharge of any tax under any state or federal law.

CLIENT acknowledges and understands by signing this agreement that debts will not be discharged if a creditor proves that CLIENT lied about assets or concealed, destroyed or transferred any property within Bankruptcy Code Section 523 and/or 727.

CLIENT acknowledges and understands by signing this agreement that all the bankruptcy papers, pleadings and petitions are signed under the penalty of perjury and a false oath, concealment of assets or other allegation under Bankruptcy Code Section 727 by a creditor, trustee or court may result in the denial of discharge of debt or other sanctions, either monetary or non-monetary.

6. CLIENT RESPONSIBILITY

You must fully cooperate with ATTORNEY and provide all information relevant to the issues involved in this matter. You must also pay all bills as required by this Agreement. If you do not comply with these requirements, ATTORNEY may ask the Court for permission to withdraw from representing you. ATTORNEY will also withdraw at your request.

7. CONCLUSION OF SERVICES

When ATTORNEY'S services conclude, all unpaid charges shall immediately become due and payable. After ATTORNEY'S services conclude, ATTORNEY will, upon CLIENT'S request, deliver CLIENT'S file to CLIENT, along with any CLIENT funds or property in ATTORNEY'S possession.

8. DISCLAIMER OF GUARANTEE

Nothing in this Contract and nothing in ATTORNEY'S statements to CLIENT will be construed as a promise or guarantee about the outcome of the CLIENT'S matter. ATTORNEY makes no such promises or guarantees. ATTORNEY'S comments about the outcome of CLIENT'S matter are expressions of opinion only. The ATTORNEY renders no advice or opinion as to the discharging of tax debt(s) and has not provided such advice to the CLIENT.

9. EFFECTIVE DATE

This Contract will take effect when the CLIENT has performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date ATTORNEY first provided services. The date at the beginning of this Contract is for reference only. Even if this Contract does not take effect, the CLIENT will be obligated to pay ATTORNEY the reasonable value of any services ATTORNEY may have performed for the CLIENT.

The CLIENT hereby acknowledges that CLIENT understands the terms and conditions of this agreement by signing below. The CLIENT agrees with the ATTORNEY that this written contract contains all of the terms and conditions of the ATTORNEY'S scope of employment. Any oral modification of this agreement will not be binding upon the ATTORNEY and/or CLIENT unless it is subsequently made in writing and signed by both parties.

10. ADDITIONAL LEGAL SERVICES

If you need other services which may or may not be related to the above matter, you and ATTORNEY may make a new agreement to provide the other services and for any additional services described in paragraph 5 herein. The new agreement may be a fixed fee agreement, contingency fee agreement, or billed to the CLIENT at an hourly rate as agreed by the parties.

11. AMENDED SCHEDULES

Should there be a need to file an Amended Schedule Form in order to include additional creditors or amend a mistake/ correction in the bankruptcy filing, the CLIENT will be required to pay additional ATTORNEY'S fees of \$100.00, including costs of any postage, photocopies required and any additional court costs for a total due of \$100.00.

12. REAFFIRMATION AGREEMENTS

Should you have a secured debt that requires a Reaffirmation Agreement be executed (i.e. a car loan for a car that you want to keep.) than you can personally appear in front of the Judge and explain to the Judge why you should be able to retain the vehicle and reaffirm the debt; or you can have the attorney certify the Reaffirmation of the Debt. If the Attorney handles the Reaffirmation Agreement there will be a charge of \$75.00, but you will, generally, not need to appear in court.

13. BANKRUPTCY DISCHARGE

The CLIENT acknowledges and understands by signing this agreement that a discharge in bankruptcy is a legal excuse from paying unsecured debts. The CLIENT acknowledges and

understands by executing this agreement that bankruptcy does not cancel secured debts, debts to creditors that the CLIENT did not list on Bankruptcy Schedules, most income taxes, payroll taxes, sales taxes, tax penalties and interest owed to the State and federal government, most student loans, child and spousal support, most fraud judgments from any court, punitive damages, criminal restitution and fines, most judgments for malicious and wilful conduct from any court, and any money that you owe as a result of being sued for drunken driving.

14. LIQUIDATION OF ASSETS BY TRUSTEE

The CLIENT acknowledges and understands that in the chapter 7 case a chapter 7 trustee will be appointed by the court. The CLIENT understands that the chapter 7 trustee has a duty to investigate the financial affairs of the debtor; determine the available assets to be liquidated for the payment of creditors and oppose the discharge of the debtor, if advisable. The CLIENT acknowledges that they have a duty to cooperate with the chapter 7 trustee. The CLIENT acknowledges that the chapter 7 trustee may investigate the value of their real property, business and any and all other assets that may result in liquidation and payment of money to creditors. CLIENT understands that the new bankruptcy law which took effect October 17, 2005 is subject to different interpretations and there are inherent risks in how the Judges and Courts will apply various provisions.

The foregoing terms and conditions are understood and acknowledged to be the entire agreement between the CLIENT and ATTORNEY.

Dated: _____
_____ **Client**

Dated: _____
_____ **Client**

Dated: _____
_____ **Attorney Melissa A. Raskey**