

**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

Dear Potential Client:

Our office would like to take the time to disclose all of the “Potential Costs” in a Chapter 7 Bankruptcy proceeding.

First and Foremost, you have your **initial fee** that will depend on numerous factors but will usually range from one thousand, seven hundred dollars (\$1700.00) to two thousand, five hundred dollars (\$2500.00) for individual debtors or joint debtors. The fee is paid to our office for the attorney fee. The **filing fee** of three hundred and thirty-eight dollars (\$338.00) is paid to the Bankruptcy court when we file your case and is included in your fee. In addition, you will pay for **two consumer counseling classes** that are required by the bankruptcy court. These are approximately twenty-five dollars (\$25.00-\$35.00) per class.

**DELAY IN FILING**

Please keep in mind that if our office prepares your bankruptcy petition and you sign all the required paperwork, excluding the bankruptcy petition, and then you decide not to go forward until a later date; an additional fee will incur. The reason a fee will incur is that your bankruptcy petition will need updating i.e. Creditor information, Creditor balances, employment information, Lawsuit information, personal information, income verification, and expense verification. If more than thirty days (30) has elapsed since the preparation of your bankruptcy petition than the maximum fee our office would charge is three hundred dollars (\$300.00) for a delay no longer than three months.

**CREDIT REPORTS**

Our office charges thirty-three dollars (\$33.00) for individual credit reports and seventy-eight dollars (\$78.00) for a joint report. We will provide a copy for your review.

**COPIES**

Please provide our office copies of all your documents or otherwise our office will bill you for any copies made by our office at ten cents (.10 cents) per copy. We would rather not do this so please provide our office copies to avoid this fee.

## **ELECTRONIC PAYMENTS**

Please keep in mind that once you file bankruptcy the creditors require you pay your vehicle payments and mortgage payments by phone or via US mail. YOU WILL NOT BE ALLOWED TO PAY THESE PAYMENTS ELECTRONICALLY UNLESS THE CREDITOR MAKES AN EXCEPTION.

## **REAFFIRMATION AGREEMENTS**

A Reaffirmation agreement allows a debtor to retain certain properties that are secured by loans against the property. In order to do this, a Debtor has to sign a reaffirmation agreeing to the original terms of the loan during the course of the bankruptcy proceeding.

If you have a secured debt such as a car loan, recreational vehicle loan, or some other type of secured loan you could incur an attorney fee if the attorney certifies that you are capable of repaying the loan. If you do not want the attorney to certify the loan but want to keep the property than you can present yourself in court in front of the Judge. You will go before the Judge and explain why you should be able to keep the property; if you personally appear in court than you will not incur an attorney fee.

In California, we generally do not reaffirm debt on mortgage loans. If you want to do this, you need to reach out to your mortgage company and ask if they will allow you to reaffirm your mortgage debt and request a reaffirmation agreement be sent to our office. If you do not reaffirm your mortgage debt, please keep in mind that your mortgage company will not generally report payments to the credit bureaus. If they don't report to the credit bureaus, and you apply to refinance your mortgage at a later date you will have to prove to the new lender that you have been paying the mortgage timely. You should keep very accurate records of all payments.

**If you want the attorney to prepare the paperwork and certify the reaffirmation for your vehicle or other, it is an additional seventy-five dollars (\$75.00) per reaffirmation. There are certain situations where the attorney will not certify the reaffirmation.**

## **AMENDMENTS**

Our office cannot be held responsible if you forget to include a Creditor in your Bankruptcy petition. If you do forget to advise our office of a Creditor for any reason than an amendment to the Bankruptcy Petition will have to be prepared and filed with the court.

There are also times a Debtor will decide to surrender a property that they had intended to keep when filing their Bankruptcy petition. This will also require an amendment and will incur an Attorney fee.

**An Amendment is an additional one hundred dollars (\$100.00)-three hundred dollars (\$300.00) per amendment.**

**ADVERSARY COMPLAINTS OR CREDITOR CHALLENGES**

There are fees that can arise in a Chapter 7 Bankruptcy case that might not be expected. On many occasions, a Debtor will have forgotten that a debt is a secured debt versus an unsecured debt and a Creditor will request a payment arrangement, redemption of the property, reaffirmation or surrendering of the property. If the Attorney must negotiate this for you than an Attorney's fee of two hundred and fifty dollars (\$250.00) per hour will incur. The Attorney will advise you of these circumstances prior to you incurring any Attorney fees.

Creditors, in many instances, will file a Complaint with the Bankruptcy court claiming the debt you owe to them is not dischargeable due to a variety of reasons. A Creditor will generally challenge the non-dischargeability of a debt if you have made charges within the last six months for larger amounts or purchased luxury items prior to filing.

**If you choose to challenge an adversary complaint filed against you than the Attorney will have to represent you in court and you will be charged two hundred dollars (\$350.00) per hour. PLEASE REVIEW YOUR RETAINER AGREEMENT FOR ADDITIONAL INFORMATION IN REGARD TO ADVERSARY COMPLAINTS. (Please see No. 5a-5f in the retainer agreement)**

I have read and understand the above information.

\_\_\_\_\_  
Client

\_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_  
Client

\_\_\_/\_\_\_/\_\_\_