

Partners

Thomas C. Adam, Esq. *FL, DC*
Jeff Whitehead, Esq. *IL, OH, PA*
Doug K. Clemons, Esq. *TX*
Scott J. Goldstein, Esq. *NJ, NY*
Shane H. Hobbs, Esq. *PA*
Erritt Griggs, Esq. *KY*
Timothy J. Teehan, Esq. *MA*
Richard S. Jaffe, Esq. *NY, NJ, DC*
Shikha Parikh, Esq. *VA*
James Clifton, Esq. *GA, FL, CA, TX, DC*
Wardell Huff, Esq. *DC, NJ, MD*
Joseph M. Yar, Esq. *NM*
James R. Andrews II, Esq. *AZ, CA*



Brenda McCann, Managing Partner

"A foreclosure defense and consumer law firm"

Partners

Steven F. Stuhlberg, Esq. *OH*
John Szymankiewicz, Esq. *NC*
Erin M. Springer, Esq. *LA*
Eric J. Benzer, Esq. *MD*
Matthew D. Kuipers, Esq. *MI*
Kara L. Peterson, Esq. *CT*
Justin R. Wall, Esq. *IN*
Scott A. Tallent, Esq. *MO*
Erik Severino, Esq. *NV*
Scott D. Harris, Esq. *OK*
Christopher J. Mercado, Esq. *WA*
Alex P. Zarcone, Esq. *CA*

LOCAL BANKRUPTCY AND/OR FORECLOSURE DEFENSE ASSOCIATE AGREEMENT

This Agreement is made and entered into on this ___ day of _____, 2013, by and between The McCann Law Group, LLP, dba Consumer Attorney Services, with offices located at 7960 Baymeadows Way, Jacksonville, Florida 32256, and _____, Esq., an Attorney who is licensed and in good standing to practice law in the state of _____ (hereinafter "Associate Attorney"), Bar Number _____ with offices located at _____ (full office address), County/Parish _____. The parties mutually desire that Associate Attorney establish a "Local Bankruptcy Associate Counsel" and/or "Foreclosure Defense Associate Attorney" relationship with the Firm. Accordingly, the parties are to set forth terms and conditions by which that relationship shall be governed. Therefore, it is agreed between the parties as follows:

1. Employment. The Firm shall retain Associate Attorney as a local Bankruptcy Associate and/or Foreclosure Defense Associate on behalf of the Firm.
2. Term. The engagement of Associate Attorney shall commence upon the date this Agreement is signed by both parties and shall continue until such time as either party terminates the Agreement by providing the other party with thirty (30) days advance written notice.
3. Responsibilities of the Firm: The Firm shall be the initial point of contact for all new Client calls and retained Clients and shall (1) screen prospective Clients (ii) prepare intake forms, disclaimers, and agreements for the Client to sign (iii) field all Client calls and creditor/opposing counsel calls. Client calls will be forwarded to the Associate Attorney in the event that a Client specifically asks to speak directly with the Associate Attorney. Opposing counsel/creditor calls shall only be forwarded to Associate Attorney when direction communication among counsel is necessitated. Firm is responsible for collecting/processing all Client payments, including fee payments and costs. Firm shall prepare initial drafts of all legal documents to be filed in Associate Attorney's jurisdiction, subject to Associate Attorney's review, comment, revision, and final approval, including bankruptcy petitions, schedules and forms, state court lawsuit pleadings and discovery documents/requests/ answers, and any and all other documents related in any way to representation of the Client in the Firm's legal matters.
4. Licensure and Standards: Associate Attorney confirms to the Firm that he/she is licensed and in good standing to practice law in the State(s) of admission, and that Associate Attorney has never been the subject to any disciplinary or ethics complaints or proceedings and no such complaints or actions are pending. Associate Attorney



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agrees to provide the services to Clients with the requisite diligence and skills and in compliance with applicable laws, rules of professional responsibility and other professional standards. Associate Attorney further agrees to comply with the Firm policies/guidelines in effect. Associate Attorney further agrees to notify the Firm promptly of any claim asserted against him/her or any grievance or other disciplinary action brought against the Associate Attorney.

5. Competency: Associate Attorney confirms to the Firm that he/she is knowledgeable of all local rules and procedures, fees and expenses, administrative orders and memorandum for filing bankruptcy in each district in which he/she will represent Firm Clients. Associate Attorney is responsible for providing direction to the Firm so that the Firm and Associate Attorney are in compliance with local rules and procedures, fees and expenses, administrative orders and memorandums.

6. The Firm and Associate Attorney share responsibility for each case filed, however, the Associate Attorney is the Attorney of Record.

7. Duties. During the term of this Agreement, Associate Attorney, subject to his/her availability and upon the request of the Firm, shall assist Clients of the Firm for the purpose of filing for bankruptcy protection under Chapter 7 and 13 of Title 11 of the United States Code, and/or shall assist clients with various remedies amounting to foreclosure defense as more fully explained below. Said assistance shall include the following, as applicable:

A. BANKRUPTCY ASSOCIATE ATTORNEY RESPONSIBILITIES

1. CHAPTER 7

a. In order to conduct business with the courts in which Associate Attorney will represent Firm Clients, the Associate Attorney will need an ECF user name and password for each district.

b. Assist Clients of the Firm by meeting with them once prior to the petition filing date to review the bankruptcy petition with Client, and to obtain Client's signature on all necessary documentation after verification of identification. Petition to be prepared and all necessary documentation collected by the Firm. Associate Attorney will meet with the Client within 10 business days of receiving the petition and documentation.

c. Assist Clients of the Firm by representing them at the 341 Meeting of Creditors.

d. Assist Clients of the Firm by reviewing reaffirmation agreements with them at the 341 Meeting of Creditors, whenever possible, and to obtain Client's signature on the same. Reaffirmation agreements to be provided and negotiated by the Firm.

e. Assist Clients of the Firm by working with the Firm on fulfilling requests by the U.S. Trustee and /or the interim Trustee for supporting documentation, as well as, assisting Clients of the Firm by working with the Firm to settle any Objection to Exemptions filed by the Trustee.

f. Assist Clients of the Firm by working with the Firm on fulfilling informal requests by the U.S. Trustee and/or the interim Trustee for supporting documentation, as well as assisting Clients of the Firm by working with the Firm to settle any Objections to Exemptions filed by Trustee.

g. Assist Clients of the Firm by representing them in other potential matters - services outside the scope of the basic retainer agreement - on a case by case basis for an additional fee to be determined and negotiated at the time these

potential matters arise. These “other matters” will be covered under a separate fee agreement or addendum. Said other matters may include but are not limited to the following: Defense of Objections to Discharge under 11 USC § 727; Defense of Exceptions to the Discharge under 11 USC § 523; Defense of Adversary Proceedings; Reaffirmation Hearings, Defense to Objections to Exemptions; Defense of Bad Faith or Abusive Filings; Motions to Redeem; Motions to Avoid Judicial Lien; and Motions for Court Approval to Modify Mortgage.

h. Engage in other activities relating to Firm marketing and client development of the Firm

i. It shall be Associate Attorney’s responsibility to implement, perform and uphold all local and state specific Bar regulations for the Firm as may be applicable in Associate Attorney’s state of licensure.

2. CHAPTER 13

a. In order to conduct business with the courts in which Associate Attorney will represent Firm Clients, the Associate Attorney will need an ECF account in each district he/she will be the attorney of record.

b. Assist Clients of the Firm by meeting with them once prior to the petition filing date to review the bankruptcy petition with Client, and to obtain Client’s signature on all necessary documentation after verification of identification. Petition to be prepared and all necessary documentation collected by the Firm. Associate Attorney will meet with the Client within 10 business days of receiving the petition and documentation.

c. Assist Clients of the Firm by representing them at the 341 Meeting of Creditors.

d. Assist Clients of the Firm by representing them at the Confirmation Hearing. (Attendance at two confirmation hearings is included in the initial fee)

e. Assist Clients of the Firm by working with the Firm on fulfilling requests by the U.S. Trustee and/or the interim Trustee for supporting documentation, as well as, assisting Clients of the Firm by working with the Firm to settle any Objection to Exemptions filed by the Trustee.

f. Assist Clients of the Firm by working with the Firm on fulfilling informal requests by the U.S. Trustee and/or the interim Trustee for supporting documentation, as well as assisting Clients of the Firm by working with the Firm to settle any Objections to Exemptions filed by Trustee.

g. Assist Clients of the Firm by representing them in other potential matters - services outside the scope of the basic retainer agreement - on a case by case basis for an additional fee to be determined and negotiated at the time these potential matters arise. These “other matters” will be covered under a separate fee agreement or addendum. Said other matters may include but are not limited to the following: Defense of Objections to Discharge under 11 USC § 727; Defense of Exceptions to Discharge under 11 USC § 523; Defense of Adversary Proceedings; Multiple appearances at Confirmation Hearings for the same client; Motion to Avoid Judicial Lien; Motions to Determine Secured Status of Creditor’s Lien and to Strip Lien Effective Upon Discharge; Motions to Value and Bifurcate Creditor’s Secured Claim, Motions to Enlarge Time to Make Payments in a Chapter 13 plan; Motions to Modify Plan, Motions for Authority to Sell Property, Motions to Use Cash Collateral and Motions to Incur New Debt, Defense to Objections to Exemptions; Defense of Motions to Dismiss for Bad Faith or Abusive Filings; Motions to Avoid Judicial Lien; and Motions for Court Approval to Modify Mortgage and Foreclosure Mediation within the bankruptcy case.

h. Engage in other activities relating to Firm marketing and client development of the Firm.

i. It shall be Associate Attorney's responsibility to implement, perform and uphold all local and state specific Bar regulations for the Firm as may be applicable in Associate Attorney's state of licensure.

3. BANKRUPTCY ASSOCIATE ATTORNEY REQUIREMENTS

ECF Account

In order for the Firm to refer bankruptcy cases to an Associate Attorney, an Associate Attorney must have an ECF user name and password for each bankruptcy court in which he/she files cases.

The Firm prefers that the Associate Attorney set up a separate ECF account in each district for those cases filed under the Firm "The McCann Law Group, LLP" with the Associate Attorney as the Attorney of Record.

B. FORECLOSURE DEFENSE ASSOCIATE ATTORNEY RESPONSIBILITIES

- a. Assist Clients of the Firm for purposes of consulting, recommending strategies, negotiating settlements, appearances and litigation.
- b. Assist Other Attorneys ("Attorney") of the Firm with certain Client matters.
- c. At Associate Attorney's discretion, and with the agreement of the Firm, Associate Attorney will assume responsibility for assigned Clients;
- d. Engage in other activities relating to Firm marketing and client development of the Firm
- e. It shall be Associate Attorney's responsibility to implement, perform and uphold all local and state specific Bar regulations for the Firm as may be applicable in Associate Attorney's state of licensure.

C. ADDITIONAL DUTIES FOR BANKRUPTCY AND/OR FORECLOSURE DEFENSE ASSOCIATE ATTORNEY

In addition to the above, Associate Attorney agrees to engage in other activities relating to Firm marketing and client development for the Firm, including, but not limited to, utilizing Firm letterhead, providing Clients with Firm business cards, and displaying your affiliation as an Associate of the Firm at your place of business (all materials shall be provided to Associate Attorney by the Firm).

8. As of the commencement date, any legal services assigned by the Firm and performed by the Associate Attorney will be on behalf of the Firm. All relevant fees for assigned work will be billed through the Firm and collected by the Firm. For all Firm Clients assigned to Associate Attorney, Associate Attorney agrees to use the Firm's based accounting systems and billing systems to permit effective coordination with the Firm's office procedures. Associate Attorney shall have full judgment as to billing of matters for Clients that Associate Attorney brings to the Firm, including arbitrarily discounting or writing off fees, and the manner in which bills are sent to Clients. All funds collected will be deposited into the general account of the Firm. All fees billed by Associate Attorney shall be accounted for separately, and accrued to the mutual benefit of both parties pursuant to the terms of this Agreement. To the extent of

funds held for the benefit of Associate Attorney in excess of allocated expenses, the same shall be distributed to Associate Attorney at such time and in such amounts as the Firm directs. It is agreed between the parties that state Bar rules governing this relationship will vary from state to state. The parties shall use their best efforts, relying on Associate Attorney, to identify any such rules applicable to this Agreement and comply with such. In the event that non-compliance is discovered, Associate Attorney shall immediately notify the Firm of said compliance issue and take steps to remedy such in compliance with those rules and the requirements of this Agreement. Firm will document all communication with Clients, whether written or verbal.

9. **Time Requirements.** Associate Attorney shall not be required to perform any specified number of hours of service to the Firm. However, Associate Attorney shall devote such time as may be necessary to handle and complete those matters which he/she undertakes for the Firm or for which his/her services are engaged by Clients of the Firm, and otherwise discharge his/her duties as set forth in paragraph 5 of this Agreement. The parties specifically acknowledge and agree that this arrangement does not include Associate Attorney's full time efforts nor preclude Associate Attorney from performing legal services (including teaching and serving on a board of directors) being rendered for a fee to any party outside of this arrangement. Associate Attorney may need to record their time spent working on specific Chapter 13 matters.

10. **Work Product.** The Associate Attorney will share professional responsibility for all work product generated by the Firm and will review such work product in advance of it being delivered to Clients of the Firm, courts, opposing counsel, or any other third party. Work product shall include, but not limited to, bankruptcy petitions, schedules, Chapter 13 plans, court pleadings, motions, discovery requests, debt repayment proposals/schedules and loan adjustment agreements.

11. **Appearances.** Associate Attorney shall make him/herself available for all court appearances, whether in state or federal court, necessary for the proper defense/prosecution of Client's case. Associate Attorney shall not engage co-counsel, including any member of Other Firm(s), to cover such appearances without the written consent of the Firm.

12. **Publicity.** Associate Attorney shall not issue any press release or participate in any news conference related to the case, without, in each case, Firm's written or electronic consent, which may be granted or denied. Associate Attorney will cooperate fully with all publicity and public education efforts generated by the Firm.

13. **Client Expenses.** The Firm will not reimburse Associate Attorney for Client expenses. The Associate Attorney is paid in accordance with the appropriate Addendums attached to and incorporated within this Agreement. The Firm will pay court filing fees directly to the Court or reimburse Associate Attorney if Associate Attorney paid.

14. **Overhead Expenses.** Associate Attorney's current overhead expenses, including, but not limited to all office costs, including rent, secretarial, telephone, equipment use, library, reception, accounting, work processing, office supplies, messenger services, postage, Bar dues, parking, health, life, disability and E&O insurance in accordance with the Associate Attorney's current office practice, shall remain the sole responsibility of the Associate Attorney.

15. **Records.** Associate Attorney shall keep records of all time and expenses incurred in the same manner and in the same form as prescribed for Members and Associate Attorneys of the Firm. Such time and expense shall be submitted to the Firm's office manager on at least a monthly basis, that being on the last day of each month or if that day falls on a weekend or holiday, on the business day just preceding that date.

16. **Billing.** It shall be the obligation of the Firm to prepare and mail all bills to Clients to whom Associate Attorney renders service or expends costs in the manner and form generally utilized by the Firm. Associate Attorney

shall receive a copy of all bills prepared by the Firm for services rendered or costs advanced to Clients originated by Associate Attorney for his/her review before the bill is forwarded to the Client.

17. Tax Treatment. Associate Attorney shall at all times hereunder, be taxed as an Independent Contractor and not an employee. As such, Associate Attorney shall make no claim or right arising from employee status, including, but not by limitation, vacation pay, sick leave, retirement benefit, social security, worker's compensation, disability, or unemployment insurance benefits or employee benefits of any kind. Associate Attorney shall be responsible for payment of all taxes. The Firm shall not be responsible for withholding income or other taxes from the payment made to Associate Attorney, who shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to Associate Attorney pursuant to this Agreement.

18. Payroll deductions.

a. Taxes. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Associate Attorney. The payroll or employment taxes that are the subject of this paragraph include but not limited to FICA, FUTA, federal personal property tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. It shall be Associate Attorney's sole responsibility to pay such federal, state and local taxes as may be imposed or levied upon the income earned or derived by him/her under this Agreement.

b. Worker's Compensation Insurance. No worker's compensation insurance has been or will be obtained by Firm on account of Associate Attorney or Associate Attorney's employees. Associate Attorney shall comply with the worker's compensation laws with respect to it and its employees.

c. Associate Attorney Employees. Associate Attorney shall be responsible for satisfying all compensation and benefits to Associate Attorney's employees, if any, and shall satisfy any and all taxes as may from time to time be required by law with respect to his/her operations and fees received hereunder. Associate Attorney shall and does hereby indemnify and hold Firm harmless from any liabilities, claims, taxes, and other costs related to the fees it receives and the compensation paid to him/her and any other claims with respect to payments made by Firm to Associate Attorney. Associate Attorney shall not by virtue of this Agreement be entitled to any benefits from Firm to which employees of the Firm may receive either directly or indirectly from Firm.

19. Confidentiality. Associate Attorney recognizes the interests of Firm and its Clients in maintaining the confidential nature of Firm's and its client's proprietary matter and agrees that he/she will not, directly or indirectly, disclose or use, except as required in the course of performing his/her duties to Firm, any proprietary matter of the Firm or any of its Clients, including without limitation: records, files, data, software, methods, formulae, products apparatus, client lists, trade secrets, client personal information, plans, and other similar information which is proprietary in nature. Upon termination of Associate Attorney's services, all such proprietary matters shall be promptly delivered to Firm.

20. Agreement by Associate Attorney. Associate Attorney agrees, warrants and represents to Firm that Associate Attorney has the right and power to execute this Agreement and perform his/her duties as indicated herein without violation of any other agreements, whether written or oral, which would prohibit him/her from providing services for the Firm. Associate Attorney warrants and represents further that he/she shall provide the personnel and support required to provide all of the services required hereunder; ensure that all services required hereunder are provided in a timely fashion and in a professional manner; comply with all reasonable requests from the Firm in a timely manner; and cause his/her employee, if any, and independent contractors, if applicable, to comply with all of the applicable provisions of this Agreement. Associate Attorney agrees to indemnify Firm and hold it harmless from any such loss, cost, damage or other expense incurred as a result of a breach of this representation and warranty by Associate Attorney.

21. Legal Directories. During the term of this Agreement, the Firm shall, at its sole expense, cause Associate Attorney's name to be listed as "Local Bankruptcy Associate Counsel" and/or "Local Foreclosure Defense Associate Counsel" on the Firm's stationery, on the Firm's website, in telephone directories, and/or in other listings or directories, in which the Firm may from time to time list its name and the name of its members and associates of the Firm, in its sole discretion.

22. Termination. This Agreement may be terminated at the discretion of either party, with or without cause, upon the party wishing to terminate the Agreement giving the other party at least thirty (30) days advance written notice of the termination. If this Agreement is terminated, Associate Attorney shall be entitled to receive from the Firm payment of all sums that may thereafter become due for services performed by Associate Attorney prior to the termination date of this Agreement. In the event of termination, any clients of Firm that associate Attorney is working on shall be transferred, with the consent of each client and in compliance with applicable Bar rules, to another Attorney licensed in the state where Associate Attorney was licensed, and Associate Attorney shall cooperate in such transfer. At all times, clients and their accounts shall be clients of Firm and owned by the Firm, under the supervision and control of Associate Attorney, and Firm may designate alternately licensed counsel, in compliance with Bar rules, to assume supervision and control of client accounts.

23. Death or Dissolution. In the event of Associate Attorney's death during the term of this Agreement, all sums that are then payable to Associate Attorney or thereafter become payable to him/her for services rendered prior to his/her death, shall be paid to Associate Attorney's personal representative in accordance with this Agreement as though Associate Attorney were still alive. In the event of dissolution of the Firm during the term of this Agreement, the Firm shall pay all sums due or to become due to Associate Attorney under this Agreement pursuant to its plan for liquidation or dissolution.

24. Binding Effect. This Agreement shall be binding upon the heirs, personal representatives, administrators, executors, and assigns of each of the parties.

25. Partial Invalidity. It is expressly understood and agreed by the parties that should any paragraph or any provision or portion of this Agreement be held invalid, illegal, or void, then and in such event, any paragraph, provision, or portion so held to be invalid, illegal, or void shall be deleted from this Agreement, and this Agreement shall be read as though such invalid, illegal, or void paragraph, provision, or portion was never included herein, and the remainder of such Agreement excluding such invalid, illegal, or void paragraph, provision, or portion shall nevertheless subsist and continue with force and effect.

26. Arbitration. Associate Attorney agrees that, as permitted by law, any disputes over payment of fees, representation, service or outcomes, will be resolved through mandatory, binding arbitration in the county of Associate Attorney's home residence or in the county of the Attorney. Associate Attorney agrees that binding arbitration shall be the sole remedy and Associate Attorney waives his/her ability to go to court or use the court system to seek relief from any dispute with CAS or the Attorney, and that includes irrevocably waiving the right to join or participate in any class-style proceeding or class action. Arbitration will be through any nationally recognized arbitration service such as the American Arbitration Association, with each party to split the costs equally. Associate Attorney understands that he/she does not have to agree with this arbitration requirement, and if Associate Attorney does not want to accept this requirement, please cross it out in this engagement agreement. Binding arbitration requires Associate Attorney to give up some of his/her rights, and before agreeing to it as part of this engagement; Associate Attorney should consult with independent counsel. Please initial here indicating Associate Attorney's understanding of this arbitration requirement.

_____ Initial

27. **Modification of Agreement.** No modification or amendment of this Agreement shall be binding unless executed in writing by all parties. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

28. **Complete Agreement.** The foregoing sets forth the entire Agreement between Associate Attorney and Firm. The parties hereto shall not be bound by any agreements, understanding, conditions or modifications, except as expressly set forth and stipulated herein, or in a subsequent written agreement.

29. **Effect of Headings.** The subject headings of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.

30. **Counterparts.** This Agreement shall be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

The parties have executed this Agreement agreeing to be so bound as of the date provided above.

The McCann Law Group, LLP.
dba Consumer Attorney Services:

Attorney:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ADDENDUM "A"
TO LOCAL BANKRUPTCY AND/OR FORECLOSURE DEFENSE
ASSOCIATE AGREEMENT

BANKRUPTCY COMPENSATION

a. With respect to work performed by the Firm's Associate Attorneys, clerks, or paralegals for the clients of Associate Attorney as generated by the Firm, or new matters referred to the Firm from existing clients of Associate Attorney or from new business generated by Associate Attorney and given to the Firm, the Firm shall be allocated 100% from gross receipts of fees. Upon assignment of a bankruptcy client within the Associate Attorney's jurisdiction. Associate Attorney shall be paid a nonrefundable retainer of Four Hundred Dollars (\$400.00) for Chapter 7 cases within thirty (30) days of filing the petition, and Associate Attorney shall be paid a nonrefundable retainer of Six Hundred Dollars (\$600.00) for Chapter 13 cases within thirty (30) days of filing the petition. Additional compensation is available for "Services Outside the Scope of the Retainer" Please refer to the Fee Schedule (Addendum B).

b. From time to time, the Firm may request Associate Attorney's assistance with legal matters not contemplated within this agreement because of Associate Attorney's particular background and expertise. With respect to these matters, fees will be determined on a case by case basis and subject to the laws and rules of the Associate Attorney's state. Associate Attorney's fee shall be paid to Associate Attorney when funds have been received from the applicable client.

c. Both parties appreciate that there may be times when it is difficult to determine the origination of the client or client matter and the Firm will work with Associate Attorney to make those allocations fairly.

d. As additional compensation, the Firm shall cover Associate Attorney under the Firm's professional liability (i.e., errors and omissions) insurance policy and pay all premiums related thereto for Firm clients accepted by Associate Attorney. Associate Attorney is responsible for obtaining and/or keeping his/her own E&O insurance.

e. As additional compensation, the Firm shall, in its sole discretion:

1. Pay to Associate Attorney such bonuses at such times and in such amounts as it deems appropriate.

ADDENDUM "B"

SERVICES OUTSIDE SCOPE OF THE RETAINER FEE SCHEDULE (*"SOSR"*)

Associate attorneys will advise CAS if CAS fees are out of line for the district and CAS will adjust the fees accordingly.

In a Chapter 13 case, it is critical for CAS and the associate attorney to keep track of time spent on SOSR because the Court may require the Firm to file documentation of fees and expenses in order for the fees to be approved.

For SOSR, attorneys can receive one-time compensation of \$200.00 for travel time if it is in excess of 1 hour to meet with a client or attend hearings, or depositions for SOSR. Mileage is not compensated.

1. Any matters which may arise in the case, including but not limited to

- a. Representing the Client in connection with Objections to Exemptions
- b. Motions to Value Collateral
- c. Response to Motion for Relief from Stay
- d. Motion to Redeem Collateral
- e. Motions to Enlarge Time to Make Payments in a Chapter 13 plan (limit 2)
- f. Motions to Dismiss for Failure to Make Plan Payments (limit 2); *after 2 motions, CAS, if in agreement with the associate attorney will advise the client that CAS will withdraw from case or Client will need to convert to Chapter 7*
- g. Other Motions to Dismiss (Ex: Abuse)
- h. Motions to Avoid Judgment Liens

New retainer between Client and CAS is not required.

Attorney to receive: \$150.00 an hour (increments of 15 minutes); \$200 per hour (increments of 15 minutes) for hearing time.

Chapter 13 Plan will need to be modified.

2. Modifying a Chapter 13 Plan after it is confirmed

New retainer between Client and CAS for this service is required.

Attorney to receive flat fee of \$350.00 because hearing might be required. Attorney paid through plan payments.

3. Defending an adversary proceeding filed by the trustee or any creditor

New retainer between Client and CAS for this service is required. Fee negotiable.

Attorney to receive: Minimum flat fee of \$400.00; \$150.00 per hour in excess of 2 hours.

4. Representation at a 2004 Examination (preparation time/deposition time/costs)

New retainer between Client and CAS is required. Fee negotiable.

Attorney to receive: Minimum flat fee of ½ of negotiated fee or \$350.00 flat fee plus \$150.00 an hour after 3 hours.

5. Converting a case from Chapter 7 to Chapter 13

New retainer between Client and CAS is required.

Attorney to receive: \$600.00 flat fee from plan payments (not up front).

6. Converting a case from Chapter 13 to Chapter 7

New retainer between Client and CAS is required.

Attorney to receive: \$400.00 for Chapter 7 services.

7. Filing an adversary proceeding to remove a junior lien (“stripping mortgage”)

Whether a new retainer agreement between Client and CAS will depend on the state.

In some states, this is done by motion. The customary attorney fees will differ per states and CAS will consult with the associate attorney.

In some states, this is litigation (summons, complaint, etc.) may not require a hearing.

In these states, a new retainer between the Client and CAS for this service is required.

Attorney to receive: \$350.00 flat fee minimum.

If the attorney must attend a deposition or contested hearing, an additional fees of \$150.00 per hour.

8. Filing an adversary proceeding on behalf of the Client (other than item #7 above)

New retainer between Client and CAS for this service is required. Fee negotiable.

Attorney to receive: Minimum flat fee of \$400.00; \$150.00 per hour in excess of 2 hours.

9. Amending the creditor matrix (Schedules D, E, F) to add creditors after filing (each time)

No new retainer is required.

Attorney receives no additional compensation.

10. Motion to Reopen a case to file a “Reaffirmation Agreement” (Chapter 7)

New retainer between Client and CAS is required.

Attorney to receive \$150.00.

If the attorney is required to attend a hearing is required, additional fees of \$150.00 per hour.

From Article at GetOutOfDebt.org

ADDENDUM "C"
TO LOCAL BANKRUPTCY AND/OR FORECLOSURE DEFENSE
ASSOCIATE AGREEMENT

FORECLOSURE DEFENSE COMPENSATION

a. With respect to work performed by the Firm's Associate Attorneys, clerks, or paralegals for the clients of Associate Attorney, as generated by the Firm, or new matters referred to the Firm from existing clients of Associate Attorney or from new business generated by Associate Attorney, the Firm shall be allocated 100% from gross receipts of fees. Upon assignment of a loan modification, debt settlement, or foreclosure defense client within the Associate Attorney's jurisdiction, Associate Attorney shall be paid a nonrefundable retainer of Seventy Five Dollars (\$75.00) when the first payment is collected from the Client.

b. Additionally, Associate Attorney shall be paid One Hundred and Twenty Five Dollars (\$125.00) for each filing on behalf of client except for the filing of a Withdrawal which is Seventy Five Dollars (\$75.00) and then Two Hundred (\$200.00) for each appearance on behalf of client that Associate Attorney personally covers (including telephonic appearances). Further, if Associate Attorney has agreed to appear on behalf of client and at the time of the hearing elects to have an Attorney from a different law firm assist with the appearance, the Associate Attorney shall be paid Three Hundred Dollars (\$300.00). Firm will pay all clients' filing fees.

c. From time to time, the Firm may request Associate Attorney's assistance with legal matters not contemplated within this agreement because of Associate Attorney's particular background and expertise. With respect to these matters, fees will be determined on a case by case basis and subject to the laws and rules of the Associate Attorney's state. Associate Attorney's fee shall be paid to Associate Attorney when funds have been received from the applicable client.

d. Both parties appreciate that there may be times when it is difficult to determine the origination of the client or client matter and the Firm will work with Associate Attorney to make those allocations fairly.

e. As additional compensation, the Firm shall cover Associate Attorney under the Firm's professional liability (i.e., errors and omissions) insurance policy and pay all premiums related thereto for Firm clients accepted by Associate Attorney. Associate Attorney is responsible for obtaining and/or keeping their own E&O insurance.

f. As additional compensation, the Firm shall, in its sole discretion:

1. Pay to Associate Attorney such bonuses at such times and in such amounts as it deems appropriate.