

**TERMS OF ENGAGEMENT FOR**  
**R. "Trey" Arvizu, III, Attorney at Law**  
**ARVIZULAW.COM, LTD.**

**We are a debt relief agency. We help people file for bankruptcy relief under the bankruptcy code.**

These are the terms of our engagement as your attorney. They can only be changed in writing and by mutual agreement. Please review these terms carefully and contact us promptly with any questions you may have.

***Initial Retainer: Minimum of \$300.00***

***General Description: Consumer Chapter 7 Bankruptcy***

***Fee Arrangement:***  \$1,500.00 plus filing fee of \$335.00, state gross receipts tax and credit report for below median income bankruptcy.  \$2,000 plus filing fee of \$335.00, state gross receipts tax and credit report for above median income bankruptcy.

**TOTAL FEE BASED ON HOUSEHOLD SIZE AND INCOME**

at the time of filing (not time of retention) - if your income and/or household size changes at the time we file your case, your fees may increase/decrease.

**FEES TO BE PAID WITHIN THREE MONTHS OF INITIAL RETENTION**

**HOWEVER, IF YOUR CASE IS NOT FILED BY THE END OF THE CURRENT MONTH, WE CANNOT GUARANTEE THAT YOU WILL BE ELIGIBLE FOR CHAPTER 7 BANKRUPTCY RELIEF**

**UNDERSTANDING.** We are pleased to have the opportunity to represent you. Our goal is to provide the highest quality and most efficient legal services possible. Experience has shown that our relationship will be stronger if we begin with a clear understanding about our fees and their payment.

**FEES.** Our fee in this instance will be a flat fee arrangement to file a chapter 7 bankruptcy case. This means you will not be billed on an hourly basis; rather, our fee is stated within this agreement and will include representing you in a **non-contested** (no objections to dischargeability filed by any party) chapter 7 bankruptcy.

**ADDITIONAL CHARGES.** Should your bankruptcy be contested by a creditor or the trustee, or if you choose to contest the non-dischargeability of debts (e.g., taxes and student loans) you will be charged an additional fee. Please keep in mind that the majority of cases filed are uncontested. However, should there appear to be a problem with your case, every effort will be made to advise you prior to filing your case. It is not always possible to accurately predict how a creditor will react to your bankruptcy filing. If you wish to pursue the return of garnished funds, there will be a contingency fee equaling 1/3 (one-third, plus tax) of the returned funds.

Also, there are additional charges for the following - these amounts include gross receipts tax:

Debt counseling certificate - this is done through an outside agency and the costs vary (usually \$14.99-\$50.00)

Emergency Petitions - \$214.25 - an emergency petition may be necessary if there is an impending court proceeding such as a foreclosure or garnishment.

Motion to avoid lien and/or Motion to Redeem - \$250.00 per motion if uncontested. A lien avoidance is necessary to remove liens against your property. For instance, if you have a judgment against you and the judgment has been recorded with the county clerk, then it is considered to be a lien against any property you have. This type of lien in most instances can be avoided if you have real estate. **OUR SERVICES DO NOT INCLUDE TITLE SEARCHES;** therefore, if you do not tell me about a lien, I will not know that a lien needs to be avoided.

Release of Garnishment - \$107.38 per release. A release of garnishment is necessary to stop creditors from garnishing funds from your paycheck.

Amendments to your schedules after your case is filed will be charged based on the schedule which needs to be amended. Amendments to add creditors or to change your exemptions (Schedules C, D, E or F) either incur a filing fee and additional mail outs to your creditors and will be charged based on the number of creditors you have or the number of creditors you are adding (the fee will \$150.00 + postage at actual cost/photocopies at .15¢ a copy). Amendments to other schedules (Schedule A, B, G, H, I or J) will be an additional charge of \$75.00.

Self-employed/Business/Corporate 7 - additional charge depending on complexity. If you are self-employed, additional paperwork is necessary to report the financial information of your business. Additional fees start at \$750.00 plus tax of \$55.11 and may be more based on the complexity of business.

Amending incorrect Social Security Number - \$150.00. During the course of preparing your bankruptcy, you will be required to check and double check the correctness of your social security number. When you sign your paperwork, you are making a promise to the bankruptcy court that all the information contained in the paperwork is correct. If you sign the paperwork and it has a wrong social security number listed, you will be charged to correct this misinformation.

Objecting to Motion to Lift the Automatic Stay - \$161.06 per instance. During the course of your bankruptcy, secured creditors are permitted to seek bankruptcy court permission to continue collection efforts against you. Secured creditors do this by filing a motion to lift the automatic stay if you are behind on payments. If you want to dispute the motion to lift the automatic stay, then an additional fee is necessary for the additional paperwork and the court appearances required.

Negotiating Reaffirmation Agreements - \$250.00 (+tax) per Agreement. In some instances, our office is able to negotiate a better deal for you such as reducing payments, interest or debt. If you want our office to represent you in the negotiation of these matters, an additional fee is necessary for the additional time it takes to do this.

Above median income - special circumstances may have to be addressed. If so, you may be required to pay additional fees to be determined at a later date.

***Should you require further assistance after your bankruptcy is discharged, there will be an additional charge to be determined at that time.***

**PAYMENT.** Payment is due prior to filing your bankruptcy case. You may make smaller payments in advance of the time of filing; however, please be advised that your bankruptcy will not be filed before all the money is received. Payment should be made in checks or drafts payable to the R. 'Trey' Arvizu, III.

**RETAINERS AND PAYMENTS PRIOR TO FILING.** An initial retainer of at least three hundred dollars (\$300.00) is required before we can commence working on your case. If you desire to tell your creditors that you have retained our office as your attorney and you are filing chapter7 bankruptcy, you are required to first pay a retainer of three hundred (\$300.00) dollars. Payment arrangements may be made. However please be advised that I cannot file your bankruptcy until I have received the entire amount stated above. If I have received a retainer and/or subsequent payments from you and you decide that you do not want to file a bankruptcy OR if you do not pay your entire attorneys fees and costs within three months from the date of retention, the payments you have made to my office may be nonrefundable based on the amount of work my office has done on your case (initial consultation/opening case file/speaking to your creditors).

**REFUND POLICY.** Typically, our refund policy is based on the following: \$100.00 charge for initial consultation, \$200.00 charge for administrative fees to open file in our office, \$100.00 monthly service fee from time of retaining my office to time refund is requested. The monthly service fee is for the benefit you receive by referring your creditors to my office and the time it takes to field these calls.

**QUESTIONS.** If you have questions about any aspect of our arrangements or our statements from time to time, please feel entirely free to raise those questions. It is very important that we proceed on a clear and satisfactory basis in our work for you. We are open to discussion of all of these matters, including the amount of our statements, and we encourage you to be frank about them.

***ACCEPTED AND AGREED TO:***

***DATE:*** \_\_\_\_\_

***BY:*** \_\_\_\_\_

***BY:*** \_\_\_\_\_

***I hereby acknowledge receipt of the following paperwork (Please **initial**):***

***Instruction Sheet for Questionnaire***  ***Client Questionnaire***

527(a) Disclosure        527(b) Disclosure 342(b) Disclosure