

Doan Law Group

(Brothers Law Group, LLP)
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Date		[] QB [] BC [] H
Chapter 13	[] Individual [] Joint	
Debtor		
Joint Debtor		
BLG Office		Ref Source:
IC by		Approved by:

LEGAL SERVICES AGREEMENT

CHAPTER 13 BANKRUPTCY & CREDITOR VIOLATIONS

Debtor/s (you) hereby retain **BROTHERS LAW GROUP, LLP (BLG)**, doing business as Doan Law Group, for advice and professional services regarding Chapter 13 Bankruptcy. Additionally, and at no out-of-pocket expense to you, BLG may (in its discretion) pursue on your behalf any creditors that violate consumer protection laws.

Chapter 13 Fee & Payment Schedule

\$	BASE ATTORNEY FEE				
\$	CH 13 FILING FEE (\$310)				
\$	MANDATORY COSTS: 3-Source Credit Report and Both Classes (\$75 Individual \$100 Joint)				
\$	LIEN CHECK (\$100 per real estate)				
\$	EMERGENCY EXPEDITION FEE (\$500 to file a case within 21 days notice)				
\$	OTHER FEE:				
\$	TOTAL - Must be paid in full prior to filing your case.				
\$	Less Down Payment [] Cash [] Check No: [] Debit/Credit (see attached Credit Auth Form)				
\$	BALANCE DUE - TERMS: [] 30 days [] 60 days [] 90 days [] Other:				
PAYMENT PLAN Avoid Late Fees! Pay on time!	Date:	Date:	Date:	Date:	Date:
	Amt: \$	Amt: \$	Amt: \$	Amt: \$	Amt: \$

The base fee set forth above assumes you have provided BLG with complete and accurate information, and that your circumstances, particularly your Current Monthly Income as defined by the Bankruptcy Code, does not substantially change prior to the actual filing of the Chapter 13 Bankruptcy case. You must pay the fees in full under the terms of this agreement and prior to the filing of the case.

Type of Bankruptcy: Debtor retains BLG to file a Chapter 13 bankruptcy case. If the Debtor determines at a later date that the Debtor desires to file a Chapter 7 bankruptcy case, the parties shall execute a new fee contract setting forth the terms of such representation. If Debtor elects to convert the Chapter 13 case to a Chapter 7 case, then BLG shall be under no duty to prepare and file the necessary court papers until the new fee agreement has been signed and the agreed upon fees paid. Debtor understands that their initial consultation with BLG may not be with an attorney but under the supervision of an attorney.

Base Attorney Fees

The services of the attorney included in the base fee are those normally contemplated for a Chapter 13 case. They include the services listed below:

- Preparation and electronic filing of petition, schedules, supplemental local forms, Chapter 13 Plan and mailing matrix.
- Drafting and mailing notice to creditors advising of filing of case, including a copy of your Chapter 13 Plan.

- Drafting and mailing to you a letter regarding your attendance at the Section 341 meeting and your other responsibilities.
- Preparation for and attendance at Section 341 meeting.
- Review of order confirming plan and periodic case status reports from the Chapter 13 trustee.
- Review of trustee's motion for allowance of claims.
- Maintaining custody and control of case files.
- Service of orders on all affected parties.
- Verification of your identity and social security number.
- Defending objections to confirmation of your Chapter 13 Plan.
- Drafting and mailing notice to creditors advising of filing of case and to cease all further communications with you. In order for this provision to apply, Debtor must supply attorney with all creditor names, addresses, account numbers, and amounts owed. Approximately 1/4 of the attorney fees are for providing these Pre-Petition Protection services under the FDCPA and RFDCPA.
- At discharge, to assist Debtor in sending out creditor dispute/verification letters to all credit bureaus to commence FCRA investigation.
- Filing an application for Attorney fees and attending a hearing on the same.

The base fee shall also include the following services to the extent they are requested or reasonably necessary for your effective representation:

- Preparation and filing of proofs of claim on your behalf for your creditors.
- Review and advice concerning scheduled and unscheduled proofs of claim.
- Responding to written creditor contacts regarding plan terms, valuation of collateral, claim amounts and the like.
- Responding to your contacts regarding changes in your financial and personal circumstances and advising the Court and Trustee of the same.
- Communicating with you regarding payment defaults, insurance coverage, credit disability and the like.
- Obtaining and providing the Trustee with copies of all due diligence documents as required in the applicable District of California Bankruptcy Court.
- Notifying creditors of entry of discharge.
- Notifying creditors of alleged violations of the automatic stay.
- Drafting and mailing letters regarding voluntary turnover of property. Providing you with a list of answers to frequently asked questions and other routine communications with you.

Non-Base Attorney Fees: In applicable Chapter 13 cases, compensation for the legal services which are beyond those contemplated in the base fee must nonetheless be provided by BLG. BLG will invoice you for such services. Said supplemental fees are to be paid through your Chapter 13 plan via the Chapter 13 Trustee through the portion of funds available to unsecured creditors in your Chapter 13 Plan. These supplemental fees are subject to the review and approval of the Court and Trustee. The amount of these fees will be determined during the review and filing of an application for fees with the Court after the services are completed. Where no payment through a Chapter 13 Plan is available, you will be invoiced directly. A sample of these legal services is listed below:

- Amendments to the Voluntary Petition, Schedules, and Declarations.
- Motion or Adversary Proceeding to Strip Lien (mortgages) on Real Property
- Motion for authority to sell property.
- Motion to modify your Chapter 13 Plan after confirmation.
- Motion to incur credit or modify mortgage loan.
- Motion to Continue the Automatic Stay in second and third re-filed cases.
- Defense of motion for relief from stay or co-debtor stay.
- Defense of motion to dismiss filed after confirmation of your plan.
- Motion to Avoid a Judicial Lien on Property or Judgment
- Objection to Creditor's Proof of Claim.
- Adversary proceedings.
- Wage garnishment orders.
- Conversion of case from Chapter 13 to Chapter 7.
- Any other matter not covered by the base fee.

All unpaid base and non-base fees will be added to your plan (unless paid directly by Debtor or a third-party such as a creditor in a contested case) and will be paid through the plan. It is possible that any non-base fees added to your plan may result in an increase in your monthly plan payment or in an extension of the length of your plan or both. For such non-base services, you may be charged without any further notice through your Chapter 13 Plan after notice and the opportunity for a hearing if necessary. Typically, the values of these services begin at a rate of \$450 per hour or set cost and expenses as determined by the Court and Trustee.

On any Discharge, Stay Violation, FDCPA, RFDCPA, or other unlawful collection claims, a separate fee agreement will be entered into, which consists of a hybrid base rate and contingency fee arrangement. This is foreseeable in the majority of the cases this Firm files, and generally results in cessation of such illegal activity, all attorney fees being paid by creditor, and general damages to the Debtor typically no less than \$250.00.

Contingent Fees: BLG will be entitled to a contingency fee equal to 50% of any actual recovery from any party for a violation of the automatic stay, the co-debtor stay, the discharge injunction, for breach of the plan or any terms thereof, or for breach of any state or federal consumer protection statutes. A separate Fee Agreement Addendum provides further details.

Expenses: BLG shall be entitled to apply to the Court for approval of any expenses related to your case for base fee or non-base fee services. Such expenses include but are not limited to court fees, telephone fees, fax fees, copy fees, postage fees, PACER fees, electronic or other research fees. In the Court's discretion, BLG may request without any notice or documentation a blanket expense of \$1.00 for each item noticed to creditors as an expense for postage, copying and envelopes.

Court Approval of Fees: All fees included in this Agreement are subject to the control of the United States Bankruptcy Court for the applicable District of California. Any changes in the presumed non-base fees by the Court shall be deemed to immediately modify and amend the terms and conditions of this Agreement as to the non-base fees and shall be incorporated herein by this reference.

Assumptions for the Base Fee: The base fee is based on the following assumptions:

- The Debtor has provided BLG with all requested information.
- The Debtor has provided BLG with complete and accurate information.
- The Debtor's circumstances, especially the Debtor's current monthly income (as defined by the Bankruptcy Code) does not substantially change prior to the filing of the case.
- The Debtor will provide all requested documents timely as agreed.

Costs and Expenses to be paid directly by Debtor: The Debtor shall be obligated to pay the following costs related to the filing of a Chapter 13 bankruptcy case. The costs are as follows:

- The fee of \$281.00 charged by the Bankruptcy Court to file a Chapter 13 bankruptcy case.
- The cost of pre-filing consumer credit counseling and post-filing debtor education, which are requisite to filing for bankruptcy relief and obtaining a discharge, which is approximately \$80.00 for an individual and \$120.00 for a husband and wife.
- The cost of obtaining consumer credit reports, \$55 for an individual and \$90.00 for a husband and wife.
- The cost of obtaining tax returns or tax transcripts directly from the taxing authorities or from any third-party provider.
- The cost of obtaining copies of judgments, deeds, deeds of trust, title certificates, court papers, county tax records, and other similar documents.
- The cost of securing any prior court records from the PACER system for federal cases.
- The cost of securing any other records or statements not otherwise produced by or available to the Debtor.
- The costs of any appraisals of real or personal property; and any other costs as agreed to by the parties.

First Payment: The Debtor must be in a position to make the first full Chapter 13 monthly plan payment to the Chapter 13 Trustee at the time the Debtor signs the Chapter 13 court papers. This payment must be made at this time because the

Chapter 13 Trustee will typically oppose confirmation if payment is not on record at the first 341(a) hearing. You will receive instructions from our office in writing as to the method of tendering this and subsequent plan payments.

Mortgage Payments: The Debtor acknowledges that the contract mortgage payments on residential real estate cannot be reduced under the Bankruptcy laws but will be paid by including only the pre-filing arrears or back payments in the plan, with the Debtor being responsible for making all future mortgage payments directly to the mortgage company.

Debtor's Obligations: The Debtor's obligations are as follows:

- To provide BLG with all requested documents, bills statements, payment advices, bank records, tax returns, tax bills, appraisals, retirement and savings account, income information, and other information required pursuant to the due diligence checklist sheet, and to sign any and all necessary forms to allow the Attorney to secure such documentation.
- To provide accurately and honestly all of the information necessary to prepare and file the Chapter 13 bankruptcy case, and other motions or proceedings arising during the course of the case.
- To timely respond to all letters, emails and telephone calls from BLG.
- To keep BLG advised at all times of the Debtor's mailing and physical addresses, telephone numbers, and email addresses.
- To appear at the first meeting of creditors (the 341 meeting) and at any other court hearings or meetings as may be required by the Court or any other party.
- To keep all scheduled office appointments with BLG and to notify BLG in advance of any problems with the timing and scheduling or rescheduling of such appointments.
- To provide any information requested of the Debtor by the Chapter 13 Trustee, the Bankruptcy Administrator, or any other party in the case, unless the Court rules that the Debtor is not required to provide such information.
- To respond as soon as possible to any requests for the Debtor by BLG.
- To comply with the obligations imposed upon the Debtor by the Local Rules of the Bankruptcy Court for the applicable District of California.
- To supply the past four (4) years tax returns and/or sign a tax authorization form to authorize the Attorney to get copies of income tax returns from the respective taxing agencies for a period of four (4) years prior to the filing of your bankruptcy case.
- To provide current bank account information to include monthly statements as requested and online account balances as of the date of the signing of your bankruptcy petition packet.

Attorney Withdrawal from Chapter 13 case, Adversary Proceeding or Contested Matter: Pursuant to the Local Rules of the Bankruptcy Court, BLG shall remain the responsible attorney of record for the Debtor in all matters in the case until the case is closed, dismissed or the discharge is entered or until BLG is relieved from such representation by order of the Court. The parties agree that just reasons for BLG to withdraw from the representation of the Debtor, include but are not limited to the following:

- The failure of the Debtor to provide complete, truthful and accurate information to BLG.
- The failure of the Debtor to comply with the Debtor's obligations as provided for in this Agreement and in the Local Rules.
- The failure of the Debtor to comply with any of the obligations imposed on the debtor by the Bankruptcy Code and the Bankruptcy Rules.
- The failure or refusal of the Debtor to comply with the Debtor's obligations to provide any supplemental information to the Court or to the Chapter 13 Trustee or to correct any incorrect or incomplete information previously provided to the Court or the Trustee.
- The failure of the Debtor to provide complete, truthful and accurate information to the Court, the Chapter 13 Trustee and the Bankruptcy Administrator.
- If the Debtor are husband and wife, then any separation, serious domestic dispute, or divorce of the parties.
- Any irreconcilable conflict between the Attorney and the Debtor with respect to the case.

Payment Schedule: Debtor(s) agree to abide by the payment schedule as outlined in #2 above to ensure proper and timely prosecution of the filing of the Chapter 13 petition. Debtor(s) agree that failure to timely abide by the fee schedule will be deemed a material breach and cause for immediate termination of services. If debtor is unable to pay as agreed, BLG will

endeavor to adjust payment plan, but this may result in further fees and may adversely affect BLG's ability to keep creditors from contacting debtor.

Refunds: All fees paid are earned upon receipt and are in the form of a non-refundable retainer. Such fees are to secure employment of BLG to file under Title 11 as outlined in this agreement. In the event Debtor(s) elect to cancel this contract and not proceed with filing, there is no refund. Firm maintains sole discretion to pursue any remaining fees under this contract not paid should the value of the services exceed the fees paid at time of cancellation. Notwithstanding, any filing fees paid are held in trust and are not considered attorney fees, and will be refunded to Debtor upon cancellation. For purposes of this contract, filing fees are deemed to be the last monies paid and would only be refunded to the extent monies are paid beyond the attorney's fees as agreed to above. Firm will credit any fees towards a closed file, provided that filed is reopened within 12 month from closure and the \$200.00 reactivation fee is paid.

BLG Staff: Multiple attorneys and staff members perform various tasks associated with your case to assure the highest level of quality possible. Your initial consultation with BLG may not be with an attorney but under the supervision of an attorney.

CREDITOR VIOLATIONS

As added value to your bankruptcy case, BLG will attempt to remedy on your behalf various creditor violations of the Fair Debt Collection Practices Act, Rosenthal Act, FRCA, Bankruptcy Code, etc as applicable. BLG will provide the necessary legal services to prosecute your matter, HOWEVER, WE MAKE NO WARRANTY OR GUARANTEE OF A FAVORABLE OUTCOME.

It is expressly understood that this retainer is to employ BLG to primarily stop the unlawful collection practices (ending collection letters, ending collection by false credit reporting, ending phone calls, etc.) and only secondarily, seek any damages there from.

WE WILL SEEK ALL FEES IN THIS MATTER FROM THE OFFENDING CREDITOR(S), NOT YOU. YOU ARE NOT FINANCIALLY OBLIGATED TO BLG IN THE EVENT OF NO RECOVERY.

Creditor Violation Services: BLG will investigate and, in its sole discretion, pursue potential claims against violating creditors. BLG may decline to pursue any action, and that the filing of a law suit may not occur in every instance.

In the event that litigation is undertaken, BLG will prepare and file all necessary court documents on Client's behalf, taking depositions, statements of witnesses, and otherwise conducting what is known as "discovery" of the case before trial. BLG will also be responsible for preparing for any arbitration, hearing, or trial necessary, carrying on any negotiations for settlement which you authorize, and appearing on your behalf at all court proceedings involved in your case. If the case should go to trial or arbitration and there are any subsequent legal proceedings other than appeals, BLG will also attend those proceedings.

Client Authorization: You empower BLG to take all steps deemed necessary by BLG, including the use of a second law firm, associate counsel, investigators, research assistants, and expert consultants, the filing of a lawsuit, the conducting of discovery and investigations, the effecting of compromises, and all other actions deemed appropriate by BLG.

Settlement: You expressly authorize a floor settlement amount of \$500.00 whereby BLG may settle the instant case with this pre-authorized granting of settlement authority. In the event settlement is obtained for this amount, BLG need not procure additional authority from you. This authority may be revoked at anytime upon written correspondence to BLG.

Appeal: BLG is not obligated to represent you in any appeal absent a new agreement between you and BLG. BLG may decline to represent you in any appeal.

Fees & Costs: NO RECOVERY-NO FEE Attorney Fee Schedule Plus Contingency: In light of the novelty of this area of the law, limited practitioners practicing in this area, and the difficult nature of deciphering attorney fees from any settlement, and speculative and often nominal amount of any final award or settlement, Clients agree attorney fees shall consist of a fee scale plus 45% contingency.

- BLG SHALL HAVE A CHARGING LIEN ON THIS CASE FOR ALL SUCH FEES. In the event the matter settles prior to Judgment, Attorney fees and costs shall first be deducted from the "award," depending upon the amount of work involved as outlined below. For items not listed, attorneys' fees will be billed out between the rates of \$250.00 to \$450.00 per hour, depending upon different attorney experiences at BLG. BLG accepts employment with risks that a final "award" may not cover all fees, however, clients will not be liable for any balance. After Fees and Costs are deducted the remaining final "award" will then be subject to a 45% contingency, whereby you get 55% and BLG gets 45%.
- These fees and costs shall apply to EACH CASE. Each case is defined by each separate Lawsuit, Demand, Dispute, Arbitration, Mediation, Controversy, Award, etc. It is not uncommon for certain violations to trigger violations of other statutes which in turn result in separate claims(i.e. Cease and Desist Letter might trigger violation of Unlawful Client Communication Claim and additional Improper Credit Reporting claim as well).
- If any litigation is instituted for the purpose of enforcing or interpreting any provision of this Agreement, the prevailing party or parties, as determined by the trier of fact having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all reasonable attorney's fees, costs and expenses.

Scale Based Retainer: Depending at which stage the case resolves, the following minimum attorney fees shall apply prior to any contingency award:

- \$2500 Settlement after Demand Submitted
- \$3000 Lawsuit Filed/Served
- \$3500 Answer Received
- \$4000 Propound Discovery
- \$4500 26(f) Conference and Disclosures

Additional Fees

- \$250.00 Prepare Release/Disbursement statement
- \$250.00 Prepare Stipulated Dismissal/Notice of Dismissal
- \$400.00 Prepare Default
- \$500.00 Seek Court Approval of Settlement
- \$1000.00 Amend Complaint
- \$1000.00 Oppose Motion to Dismiss
- \$1000.00 Prove up Default
- Depositions, Trial, Appeals, etc., \$450 hourly rate applies.

Costs: You agree to pay any and all costs, including but not limited to filing fees, service fees, copying, postage, phone, document processing, paralegal fees, etc., if this matter results in a settlement or judgment. You expressly understand and agree that in the event that this matter goes to trial, BLG is entitled to all costs and attorneys fees ordered and recovered from the defendant(s). All court costs, subpoena costs, service of process costs, photos, private investigators, depositions, exhibits, expert witness expenses, court reporter costs, witness fees, medical and other expert report fees, fees for records, photocopying costs, long distance telephone costs, postage, trial expenses for BLG, LEXIS/Westlaw charges, FAX charges, and all other out-of-pocket expenses directly incurred in investigating or litigating this claim may be advanced by the BLG and shall be repaid from any monetary settlement or judgment in advance of all other distributions.

A floor cost amount for routine items are as follows: Postage \$40.00, Copying \$36.00, Document Processing \$54.00, Credit Report \$50(per person per pull), and PACER access \$50.00, Filing Fee \$320.00.

Recovery Guarantee: Clients are guaranteed the first \$100 of any case regardless of settlement amount. For example, if a case only resolves for \$300.00 despite over \$3,000.00 in attorney fees, client will still get \$100.00 regardless.

Discharge and Withdrawal: The attorney-client relationship is one of mutual trust, confidence and respect. Thus, you retain the right to discharge BLG at any time for any reason. In such case, BLG asks to be so advised in writing. In that event, you would be responsible for the costs to date of withdrawal or termination. BLG shall be entitled to attorney fees for any work performed on the case at a rate of \$450.00 per hour from any settlement or judgment if the Clients discharge

him or obtains a substitution of BLG before such settlement is made or judgment is had. BLG shall have a charging lien upon any settlement or judgment for fees and expenses advanced.

Likewise, BLG retains the right to cease representing you for any reason (as authorized by law). If at any time BLG decides there is insufficient merit in proceeding further, BLG may withdraw from the case without any further obligation by you or BLG other than repayment of any expenses advanced by BLG. Clients agree to sign all paperwork necessary to affect BLG's withdrawal.

Should BLG withdraw for "cause" (including, but not limited to, your failure to follow BLG's advice on any material matters, your failure to have informed BLG of any significant matters, your failure to remain current on your fee and costs obligations to BLG, or any fact or circumstance that would render BLG's continuing representation of you unlawful or unethical), you will remain liable for all fees and costs incurred prior to BLG's withdrawal.

Your Duties: You agree to be truthful with BLG, timely respond to all written correspondence/emails/phone calls, cooperate when requested, keep BLG informed of any developments, abide by this agreement, and keep BLG advised of your address, telephone number, and whereabouts.

No Guarantees: BLG cannot guarantee a monetary recovery on any particular matter.

Acknowledgement: The undersigned acknowledges and agrees to the foregoing terms and conditions of this Retainer Agreement.

Copy Received: You acknowledge receipt of a copy of this Agreement concurrently with your execution thereof.

Commencement of Services: The effective date of this agreement will be the date when, having been executed by you, one copy of the agreement is received by BLG. Signatures received by fax or email shall be deemed to be original signatures for the purpose of this agreement and authority to act.

Date: _____ Signed: _____ (Debtor)

Date: _____ Signed: _____ (Joint Debtor)

BANKRUPTCY DISCLOSURES

BE HONEST: All information provided by client with a bankruptcy petition must be complete, accurate, and truthful. All assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence the case. Replacement value of each asset defined in title 11 united states code section 506 must be stated in those documents where requested after reasonable inquiry to establish such value. Information provided during the case may be audited and that failure to provide such information may result in dismissal of the case or other sanction, including a criminal sanction.

CREDIT COUNSELING: A person may first choose to seek credit counseling before considering bankruptcy. Credit counseling is a service designed to assist a person with debts by budget counseling, negotiation with creditors and proposal of a debt management plan. In order to be successful with a debt management plan through a credit counselor, the person would need to make enough money to make regular and substantial payments on debts. With a debt management plan, debt payments may be reduced and interest may be reduced or waived, but bankruptcy relief is usually more dramatic and may be appropriate if a debt management plan with a credit counseling agency is not possible or will not benefit the client. A credit counseling briefing by an approved non-profit credit counseling agency is REQUIRED before a person may file a bankruptcy case.

INCOME: Current monthly income, the amounts specified in section 707(b)(2), and, in a case under chapter 13 of this title, disposable income (determined in accordance with section 707(b)(2)), are required to be stated after reasonable inquiry.

FRAUD: A PERSON WHO KNOWINGLY OR FRAUDULENTLY CONCEALS ASSETS OR MAKES A FALSE OATH OR STATEMENT UNDER PENALTY OF PERJURY IN CONNECTION WITH A CASE UNDER TITLE 11 (THE BANKRUPTCY CODE) SHALL BE SUBJECT TO A FINE, IMPRISONMENT, OR BOTH. ALL INFORMATION SUPPLIED BY A DEBTOR IN CONNECTION WITH A CASE UNDER TITLE 11 IS SUBJECT TO EXAMINATION BY THE ATTORNEY GENERAL.

IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES FROM AN ATTORNEY OR BANKRUPTCY PREPARER

OPTIONS: If you decide to seek bankruptcy relief, you can represent yourself, you can hire an attorney to represent you, or you can get help in some localities from a bankruptcy petition preparer who is not an attorney.

CONTRACT: THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO FOR YOU AND HOW MUCH IT WILL COST. Ask to see the contract before you hire anyone. The following information helps you understand what must be done in a routine bankruptcy case to help you evaluate how much service you need. Although bankruptcy can be complex, many cases are routine. Before filing a bankruptcy case, either you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations.

FILING BANKRUPTCY: To file a bankruptcy case, documents called a Petition, Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intention need to be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the bankruptcy court. Once your case starts, you will have to attend the required first meeting of creditors where you may be questioned by a court official called a 'trustee' and by creditors.

REAFFIRMATION OF DEBT: If you choose to file a Chapter 13 case, you may be asked by a creditor to reaffirm a debt. You may want help deciding whether to do so. A creditor is not permitted to coerce you into reaffirming your debts.

CHAPTER 13: If you choose to file a chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with preparing your chapter 13 plan and with the confirmation hearing on your plan which will be before a bankruptcy judge.

If you select another type of relief under the Bankruptcy Code other than Chapter 13 or chapter 13, you will want to find out what should be done from someone familiar with that type of relief. Your bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in bankruptcy court, but only attorneys, not bankruptcy petition preparers, can give you legal advice.

I have received a copy of these Disclosures and have read or **promise to read** the same.

Date: _____ Signed: _____ (Debtor)

Date: _____ Signed: _____ (Joint Debtor)

Brothers Law Group

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ATTORNEY DESIGNATION FORM

THE UNDERSIGNED hereby designate the ATTORNEYS at DOAN LAW GROUP, as my/our authorized legal representatives to act on my/our behalf. They are hereby authorized to act and communicate on my/our behalf in all claims that may be asserted against me, except for the service of legal process. I/We specifically do not authorize nor give any powers whatsoever to my attorneys to accept legal service of process, unless otherwise provided for by separate written designation.

This designation will last one (1) year from the date below, unless the same is revoked prior to said date by my/our express written authorization. In making this designation of representation, my/our attorneys are fully allowed to communicate on my/our behalf with all aspects of claims that may be asserted against me/us by any and all creditors, including but not limited to the following:

1. Communications with mortgage holders with a "Qualified Written Request" (QWR) pursuant to the "Real Estate Settlement Procedures Act" (RESPA).
2. Communications with secured creditors with a "Qualified Written Request" (QWR).
3. Communications with all creditors pursuant to the Fair Credit Billing Act(FCBA) 15 USC 1601.
4. Communications pursuant to California Unfair Claims Settlement Practices Regulations (Section 2695.2) on any and all counterclaims.

I/We hereby give my/our consent to my/our creditors to release any and all required information to DOAN LAW, LLP, including but not limited to documents requested under RESPA, TILA, HOEPA, FCBA, etc.

Date: _____ Signed: _____(Debtor)

Date: _____ Signed: _____(Joint Debtor)

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA CIVIL CODE SECTIONS 2475-2499.5, INCLUSIVE).

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CREDIT/DEBIT CARD AUTHORIZATION

You may not pay for bankruptcy with a credit card you intend to discharge in bankruptcy.

I, the undersigned, hereby authorize Brothers Law Group, LLP to execute the following transaction. I understand that I may not make a payment toward bankruptcy fees and/or costs with a credit card that I intend to discharge in bankruptcy.

[] **DEFERRED DOWN** Run transaction on or after the following date: _____.

Name of Client(s)			Today's Date
Card Number	Exp Date	Code	Amount \$
Print Name of Cardholder			
Signature of Cardholder			