

Doan Law Group

(Brothers Law Group, LLP)
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Date		<input type="checkbox"/> QB <input type="checkbox"/> BC <input type="checkbox"/> H
Chapter 7	<input type="checkbox"/> Individual <input type="checkbox"/> Joint	
Debtor		
Joint Debtor		
BLG Office		Ref Source:
IC by		Approved by:

Email signed agreement to jim@doanlawgroup.com

LEGAL SERVICES AGREEMENT - Chapter 7 Bankruptcy & Consumer Protection Law Violations

\$	DLG FLAT FEE				
\$	USBC CH 7 FILING FEE (\$335)				
\$	MANDATORY COSTS: 3-Source Credit Report and Both Classes (\$75 Individual \$100 Joint)				
\$	LIEN CHECK FEE (\$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 <input type="checkbox"/> Cash <input type="checkbox"/> Check No: <input type="checkbox"/> Debit/Credit (see attached Credit Auth Form)				
\$	BALANCE DUE - TERMS: <input type="checkbox"/> 30 days <input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input type="checkbox"/> Other:				
PAYMENT PLAN Avoid Late Fees! Pay on time!	Date:	Date:	Date:	Date:	Date:
	Amt: \$	Amt: \$	Amt: \$	Amt: \$	Amt: \$

I hereby hire **Brothers Law Group, LLP** (dba Doan Law Group) ("DLG") to represent me in:

- Chapter 7 bankruptcy proceeding** for the fees referenced above, and
- Creditor Actions** - in DLG's sole discretion and at no additional cost to me, to investigate and bring potential claims against offending creditors, their agents, and/or the credit reporting agencies (the "Defendants") for violations of applicable consumer protection law (hereinafter called "Creditor Lawsuits").

This Agreement pertains to DLG's services on this case up to and through the filing of my Chapter 7 bankruptcy case, as well as any potential creditor violation cases that DLG deems worthy of pursuing. DLG will use best efforts to obtain favorable results but does not and cannot guarantee any specific outcome.

This Agreement, as well as the Legal Fee stated, presumes that my financial situation remains constant for the foreseeable future. Any changes in my financial situation may result in additional fees and/or disqualification from Chapter 7.

SERVICES TO BE PROVIDED IN CONNECTION WITH PRE-PETITION LEGAL FEE: Legal Fee includes the following services:

- Analysis of my financial situation;
- Maintaining my case until it is filed, including the handling of my creditor calls;
- Reviewing my credit report obtained by me through DLG and Prepare Cease & Desist Letters;
- Preparing and filing all required Chapter 7 forms;
- Submitting documents required by the trustee in connection with my case;
- Representing me at an initial meeting of creditors;
- Filing my certification of completion of post-filing financial management course;
- Providing me with a copy of my bankruptcy case.

METHOD OF PAYMENT ACCEPTED: DLG accepts cash, money order or personal check drawn on a local California bank only, payable to BROTHERS LAW GROUP. Bounced check fee is \$35 and thereafter DLG will no longer accept personal checks. A late fee of \$25 will be applied to each and every payment received after the date on which it is due.

DLG FLAT FEE: This fee is based upon our analysis of the information you provided at your initial consultation, and may include any or all of the following.

1. Attorney Fees - \$450/hour
2. Non-Attorney Fees - \$125/hour
3. Case Maintenance Fee - \$200/month

The fees paid will be applied first toward Attorney Fees, Non-Attorney Fees, Case Maintenance Fees, and lastly toward filing fees and costs. We deposit all fees into our operating account. You have the right to require the fee be placed in our trust account until earned. If representation is terminated before the services are fully rendered, you are entitled to a refund of the unearned portion.

As we have agreed to represent you for a flat fee, your fees **will not exceed** the quoted DLG FLAT FEE unless the information provided at our initial consultation **grossly understates** the magnitude and complexity of your case. *For example, if you initially stated you owed 10 creditors \$30,000 on the date of retainer, and at filing it turns out you had an additional 20 creditors, collection agencies, a lawsuit, repossessions, etc, we reserve the right to charge you additional fees.*

REACTIVATION FEE: If my case is closed due to failure to pay fees as agreed or failure to turn in required documents, I understand there is a minimum \$250 reactivation fee, which could be more depending upon how much my circumstances have changed since closure.

CASE FILING: I understand my bankruptcy case will not be filed until I 1) pay fees, 2) turn in homework, and 3) sign my case. My creditors may continue to take legal action against me until my bankruptcy papers are filed with the court.

ADDITIONAL SERVICES: I understand that sometimes additional services may be required and, therefore, additional legal fees may be charged by DLG. Those fees include, but are not limited to, the following:

1. Amendment of any schedules (ie, adding creditors, property, adjusting income/expenses, etc);
2. Attendance at second or adjourned meeting of creditors;
3. Responding to an inquiry made by the U.S. Trustee's Office in connection with a determination on whether to make a motion to dismiss my bankruptcy case or deny my discharge;
4. Defending any objection or responding to any motion made in connection with my case;
5. Re-opening my file after it has been closed for non-payment;
6. Reviewing, signing, and/or negotiating a Reaffirmation Agreement (\$100); etc.

AUTHORIZATION TO OBTAIN PERSONAL INFORMATION: I authorize DLG to obtain information about my assets, prior addresses, lien, judgments, prior bankruptcy filings, motor vehicle registrations, voter registration, and other public and non-public information that will be used to verify and ensure the completeness of the information I provide to DLG. The information received by DLG may not be comprehensive or complete. It is being obtained for background information and to aid DLG for verification purposes only. As such, I understand that it remains my responsibility to disclose my ownership and prior ownership of all my property, whether real or personal, tangible or intangible, regardless of value or contingency.

LEGAL FEES AND SCOPE OF REPRESENTATION FOR CREDITOR LAWSUITS: DLG's usual hourly rates are currently \$450.00 per hour for lawyers and \$125 per hour for all non-lawyer support staff members. These rates are increased from time to time to reflect changes in the market. If I chose to pay DLG's hourly rate I would pay regardless of the outcome of my case. I cannot afford to pay a legal fee or for the expenses that would be involved in such lawsuits because of my current financial situation. **I WILL NOT HAVE TO PAY ANY UP-FRONT ATTORNEY'S FEES TO DLG IF THE CASE IS NOT WON, OR IN CONNECTION WITH FILING ANY CREDITOR LAWSUITS.** DLG will be paid in one of the two following ways:

LEGAL FEES IN THE EVENT OF SETTLEMENT OR JUDGMENT: In the event of a recovery through settlement (whether such settlement is made prior to or after the filing of a lawsuit in a court of law or equity) or judgment, the fee will be the **greater** of DLG's usual hourly rate, **or** 40% of the Recovery. **IF DLG LOSES A CREDITOR LAWSUIT BROUGHT ON MY BEHALF THEN I WILL NOT BE OBLIGATED TO PAY A LEGAL FEE.**

STATUTORY FEES: Some cases provide for the award of statutory attorneys' fees to the winning Plaintiff. In other cases, the court may make the other side pay a portion of attorneys' fees as a sanction for improper or frivolous conduct. If statutory fees are awarded, or if fees or costs are awarded as a sanction, those fees shall be paid first to DLG, to the extent the Fee on my individual case remains unpaid, and the remainder, if any, shall be paid to me.

RECOVERY means the aggregate gross value of any money, property, or other benefit, (including injunctive or equitable relief) recovered from Defendant(s), or other responsible party, and conferred on me as a result of the pursuit of my claims, whether by way of judgment, settlement, or otherwise, but, Recovery shall not include any money recovered as statutory fees, sanctions or costs.

LIEN ON FEES: Because DLG is waiting for a Recovery at the end of the case I agree to grant to DLG a security interest and lien on any money, property or other benefit recovered. To the extent a Fee is owed and any portion remains unpaid, I assign to DLG the right to demand such fees from any responsible party, and the power to petition any court for such fees under any applicable fee-shifting statute, and I assign to DLG my rights to receive payment of such fees as they are considered earned when the work is performed and is DLG's property.

To prosecute my case DLG will have to spend money on my behalf. I will be responsible for paying for certain costs and expenses. These court costs and expenses mean expenses such as filing fees, travel, research, long-distance telephone calls, court-reporter appearance and transcript fees, fees for service of process, investigators' fees, photocopying and fax charges (of 25¢ per page) and on-line research fees.

DLG will be the sole determiner of legal strategies, procedures, actions, and negotiations. I, however, have the sole duty, with DLG's advice, of determining whether to accept any settlement that can and may be offered by the companies DLG is suing.

MY DUTY TO PROVIDE TRUTHFUL AND ACCURATE INFORMATION: A knowingly false statement made in my bankruptcy case is a federal crime. DLG will prepare my bankruptcy documents based upon the information I supply, and I understand that DLG will rely upon this information as being true, accurate, complete and correct. I will review all documents filed as part of my bankruptcy case, and that my signature on those documents will signify that I have read and understood them, and agree with the contents thereof.

MY DUTY TO COOPERATE WITH DLG: I agree to provide all documentation required by DLG to effectively represent me, and to cooperate to the best of my ability. If I do not cooperate with DLG, I am aware that DLG retains the right to immediately withdraw from representation and to do no further work on my file.

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. Your fees include the credit counseling requirement and the post-filing personal financial management course through our preferred vendor.

CREDIT REPORT: Your fees include a tri-merged credit report that includes the required special notice addresses that reporting creditors maintain with the United States Bankruptcy Court.

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 7 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 7 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)

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Debtor	
Joint Debtor	

ATTORNEY DESIGNATION FORM

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).

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)

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CREDIT/DEBIT CARD AUTHORIZATION

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				

