

**LAW OFFICES OF WILLIAM D. LEDGER
LEGAL SERVICES AGREEMENT
CHAPTER 7**

1. **IDENTIFICATION OF PARTIES:** This agreement is entered into by and between William D. Ledger, hereafter referred to as “Attorney”, and _____, hereafter referred to as “Client.”

2. **LEGAL SERVICES TO BE PROVIDED:** The legal services to be provided by Attorney to Client are as follows:
 - A. Consultations and Interviews with client(s);
 - B. Prepare and file Chapter 7 petition and accompanying documents;
 - C. Attorney appearance at the §341(a) first meeting of creditors and any Continued §341(a) meetings;

3. **LEGAL SERVICES SPECIFICALLY EXCLUDED:** Any legal services not expressly stated in paragraph 2 under this agreement are specifically excluded. Examples of such are: title searches to determine the existence of any liens; adversarial actions; Motions (such as Lien Avoidance Motions); Relief from Stay Motions; Complaints on Dischargeability of Debts; responses to additional information requested by the Chapter 7 Trustee or the United States Trustee's Office; and Motion to Dismiss the case. Client understands that any liens on real property will not be removed by the discharge. Client understands that certain other liabilities such as student loans, unpaid income taxes, and family support obligations are not discharged in most cases.

4. **ADDITIONAL LEGAL SERVICES:** If client wishes the Attorney to provide any legal services not provided under paragraph 2 of this agreement, Client will be billed at a rate of \$295.00 per hour to perform such services.

5. **TERMINATION OF ATTORNEY-CLIENT RELATIONSHIP UPON DISMISSAL OR DISCHARGE OF CHAPTER 7 CASE:** Client hereby acknowledges and understands that the Attorney/Client relationship is expressly terminated in the event of Dismissal or Discharge of Client’s Chapter 7 Case.

6. **RESPONSIBILITIES OF ATTORNEY AND CLIENT:** Attorney will take reasonable steps to perform the legal services called under this agreement, to keep Client informed of progress, and to respond to Client’s inquiries. Client will be truthful and cooperative with Attorney, keep Attorney informed of developments and of Client’s address, telephone number, and whereabouts, and timely make any payments required by this agreement, and provide all information and documents Attorney requests.

7. **ATTORNEY'S FEES:** Client will pay Attorney the fixed sum of \$1299.00 for Attorney's fees for the legal services to be provided under this agreement, payable as follows:
 - a. Retainer Payment: \$1299.00 Dollars due and payable prior to the filing of the petition but in no case more than 60 days after the date of this agreement unless Attorney accepts later payment;
 - b. Receipt of \$_____ is hereby acknowledged designated as follows: \$0.00 towards **Costs** [See item #10 below] AND \$0.00 towards Messenger Fees AND \$1000.00 towards attorney's fees AND \$299.00 towards **United States Bankruptcy Court Filing fees;**
 - c. Client will pay balance of \$___N/A_____ before filing the case.

CLIENT UNDERSTANDS THAT ONCE ANY ATTORNEY FEES ARE PAID TO THE ATTORNEY UNDER THE TERMS OF THIS AGREEMENT, ANY SUCH FEES ARE NOT REFUNDABLE. [] []
 (Client #1 Initial) (Client #2 Initial)

8. **FILING FEE:** The Court filing fee for a Chapter 7 is currently **\$299.00.**
9. **ADDITIONAL COURT COSTS:** Client agrees that in the event an additional creditor needs to be added to Client's schedules after the filing of the original petition, Client shall provide attorney with the complete name, address, and account number of said creditor(s) along with a certified check in the sum of \$126.00 (\$26.00 Court fee, plus \$100.00 processing fee). *Client agrees that Attorney shall not be responsible or legally liable for failure to include an additional creditor until receipt of the sum of \$126.00 is acknowledged by Attorney.*
10. **EFFECTIVE DATE OF ATTORNEY'S OBLIGATION TO FILE PETITION:**
 The effective date of Attorney's obligation to file a petition on behalf of Client(s) will be the date when Attorney receives the entire payment required by paragraph 7, 8, and 9 of this agreement, provided such payments are received within the times specified in those paragraphs, or Attorney accepts late receipt. **ATTORNEY WILL NOT BE OBLIGATED TO FILE A PETITION ON BEHALF OF CLIENT NOTWITHSTANDING RECEIPT OF THE ENTIRE PAYMENT REQUIRED UNDER PARAGRAPH 7, 8 & 9 OF THIS AGREEMENT IF CLIENT FAILS TO REVIEW AND SIGN PAPERWORK WITHIN 60 DAYS OF WRITTEN CONFIRMATION BY ATTORNEY THAT PAPERWORK IS COMPLETE. CLIENT FURTHER UNDERSTANDS THAT ATTORNEY IS PROHIBITED FROM FILING ANY PETITION UNLESS HE HAS RECEIVED A CERTIFICATE OF COMPLETION OF BUDGET AND CREDIT COUNSELLING COURSE FROM AN APPROVED AGENCY WITHIN 180-DAYS.**
11. **DISCLAIMER OF GUARANTEE:** Nothing in this agreement and nothing in Attorney's statement to Client will be constructed as a promise or guarantee about the outcome of Client's matter. Attorney's comments about the outcome of Client's matter are expressions

of opinion only. Attorney will use best efforts and due diligence to file Client's petitions and related necessary bankruptcy papers ONLY UPON RECEIPT of entire retainer payment required by paragraph 7, 8, & 9 of this agreement AND upon Client approving and signing said paperwork.

- 12. **PERSONAL CHECKS:** Attorney may accept from Client personal checks as payment of Attorney's fees. However, if such check is dishonored by the bank, Client agrees to make that check good and pay to Attorney a processing fee of Forty dollars (\$40.00).
- 13. **APPEARANCE COUNSEL:** Client hereby authorizes Attorney to contract the services of California State licensed appearance counsel at no additional charge to Client.
- 14. **RECEIPT OF COPY:** By signing below, the Client(s) acknowledge(s) having received a filled out copy of this Legal Services Agreement.
- 15. **COMPLETE AGREEMENT:** Attorney and Client hereby acknowledge and agree that the within written agreement constitutes the full and final agreement between the parties.

The foregoing terms are agreed by:

Dated: _____
_____ Client

Dated: _____
_____ Client

Dated: _____
_____ Attorney