



## HILDEBRAND LAW OFFICE

**Michelle L. Hildebrand**

115 N. William St.  
South Bend, IN 46601

**Attorney-at-Law**

Office: 574-323-5126  
Fax: 574-303-6578

Email: [michelle@michellehildebrandlaw.com](mailto:michelle@michellehildebrandlaw.com)

### CHAPTER 7 BANKRUPTCY RETAINER AGREEMENT

The undersigned client (“Client”) hereby employs Hildebrand Law Office (“Attorney”) relative to the filing of the bankruptcy petition pursuant to Chapter 7, Title 11 of the United States Bankruptcy Code.

#### 1. BASIC ATTORNEY FEE AND FILING FEE:

The filing fee to file a Chapter 7 is \$338 and the attorney fee is \$1160 for a total fee of \$1498.00. You will receive a credit form any consultation fees paid before filing, if any. The attorney fee of \$1160.00, covers counseling you on your particular case, preparing and filing the petition and schedules, appearing with you at the initial hearing, which is referred to as a “first meeting of creditors” or “341 meeting,” and handling basic correspondence between you and your Trustee and Creditors. This fee also includes negotiating any Reaffirmation Agreements between you and your Creditors.

If you do not appear for the initial hearing, you will generally (but not always) be entitled to one continuance. However, there will be a fee of \$100 for Attorney to appear at the second (and subsequent) hearing. This must be paid in advance of the subsequent hearings. If the hearing is continued due to no fault of Client, the fee will not be assessed.

#### 2. CREDIT COUNSELING AND DEBTOR EDUCATION REQUIREMENTS

Section 109 of the Bankruptcy Abuse Prevention and Consumer Protective Act requires that individuals consult with an approved non-profit Budget or Credit Counseling Agency within 180 days prior to filing bankruptcy. What this means is that under the new bankruptcy laws **you MUST go through a credit counseling session within 180 days before you file you bankruptcy**. It should take about one (1) hour to complete.

This is a link to a course approved by the State of Indiana: [www.summitfe.org](http://www.summitfe.org)

In addition, **you MUST also go through a debtor education course so we can file a Certificate of the same in your case within 45 days of your first scheduled § 341 Meeting**. If you do not do this, your case will be closed without a discharge and we must reopen you case to get your discharge. **The cost of reopening is \$260.00 for the filing fee plus Attorney’s fee of \$100.00 (total \$360.00).**

Here is a link to a course approved by the State of Indiana: [www.summitfe.org](http://www.summitfe.org)

#### 3. ADDITIONAL SERVICES

##### ADVERSARIAL PROCEEDINGS.

If a creditor or the trustee challenges your bankruptcy you will have to pay an additional fee for representation regarding the challenge. The challenge can come in the form of a motion to dismiss and objection to discharge or a complaint to determine disagreeability of a particular debt. These challenges typically involve a separate proceeding within the bankruptcy case called an “Adversarial Proceeding”. In the event of such a challenge to your bankruptcy, you will be charged a fee of \$200.00 per hour with a \$800.00 deposit. In other words, a minimum of four (4) hours of Attorney time is anticipated to be necessary to respond to the challenge of you bankruptcy. If the defense of your position requires more than four (4)



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hours, you will be charged additional fees at the rate of \$200.00 per hour. If you cannot or do not pay this additional fee, then I will not be obligated to continue to represent you in the adversarial proceeding or other challenge to the bankruptcy.

### CIVIL MATTERS.

If you have a civil case pending in local court, the bankruptcy filing can be used to stop the pending case. However, if I must file a notice of the bankruptcy with the local court in order for the stay to be recognized by the local court judge. There is no additional fee for this so-called "Motion for Stay of Proceedings" in the first two civil cases in Indiana, however, there may be a filing fee. After the first two such motions, there will be an additional fee of \$25.00 per case for each Motion for Stay of Proceedings filed, as well as any applicable filing fee.

### JUDGMENT LIENS.

If you own real estate and a judgment has been entered and recorded against you, there is already a "judgment lien" against your property. This lien is a blanket lien against any real estate you own in the county where the judgment is recorded. The lien attached to the real estate even if you have not received a specific document identifying the judgment as a lien against any particular parcel of real estate. In order to obtain the full benefit of a fresh start following your bankruptcy, it will be necessary to file a motion to avoid the judgment lien. This is a separate motion which is filed with the bankruptcy judgment before your case is discharged. There is an extra fee of \$100.00 for each motion to avoid judgment lien which needs to be filed. If an objection is filed, there will be an additional fee of \$200.00 to attend a hearing on the objection.

### CRIMINAL MATTERS/ RESTORATION OF DRIVING PRIVILEGES.

Sometimes a debt obligation can result in related criminal proceeding. For example, if you write a bad check, you owe money to the payee of the check and the prosecutor may also file a criminal charge of check deception against you. The fee you pay for the bankruptcy does not cover the representation in any criminal matters or efforts to have your driving privileges restored. In the event that you and the Attorney agree on representation for these legal services, a separate legal services agreement will be entered into.

### AMENDMENTS.

You can amend your bankruptcy petitions to include a creditor you may have overlooked. This applies to creditors whose claims are based on charges or purchases made, or an event, which occurred before you file your bankruptcy. Such debts are considered "pre-petition". There is a filing fee of \$31.00 and my fee is \$89.00 for a total of \$120.00, which has to be paid if you file to amend you bankruptcy before the discharge is granted. This date would be sixty (60) days after your 341 hearing is originally scheduled. If you find out about a pre-petition debt after the bankruptcy is discharged, you can still file to reopen your bankruptcy and add in the creditor to your schedules. The cost of reopening is \$260.00 for the filing fee, plus \$31.00 for the amendment fee and \$200.00 for my fee for preparing the paperwork. (An overall total of \$491.00). If a court appearance becomes necessary, there is an additional attorney fee of \$200.00.



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#### **4. PAYMENTS AND ACTIVITY PRIOR TO FILING**

Under the bankruptcy code and court decisions, Attorney cannot file a case until its fees, the court filing fee, and any other advanced fees (such as the credit counseling fees) have been paid as outlined above. In the meantime, once Attorney has been retained with a non-refundable initial payment of \$250.00, Attorney will field inquiries from creditors, confirming that Attorney has been retained and that you are in the process of filing bankruptcy. During that phase, you will not have a bankruptcy case number and creditors will be free to continue collection activities such as filing and maintaining litigation, repossession, foreclosures, and garnishments. For an additional attorney fee of \$200.00, I can represent you in pending litigation, however, if the particular debt is undisputed, there would be little I could accomplish on your behalf.

Please note that all deposits are non

#### **5. SUMMARY OF FEES FOR BANKRUPTCY FILING**

- |   |                  |
|---|------------------|
| a. Basic Attorney Fee:  | \$1160.00        |
| b. <u>Filing Fee:</u>   | <u>\$ 338.00</u> |
| c. TOTAL BASIC FEE:   | \$1498.00        |
| d. You are responsible for completing Credit counseling pre-petition and debtor education post-filing. The cost of these services should range between \$25.00 -50.00 for online classes. |                  |

#### **6. CANCELLATION OF CASE**

The client may cancel representation at any time after entering into this contract, however, all monies paid by the client to the law office are non-refundable exclusive of costs which have not been used. Payments shall be applied first to payment of the retainer fee, and then to payment of costs. The retainer fee is a non-refundable advance payment for the law firm's commitment to file a bankruptcy, and once paid, is the property of the law firm. No refunds shall be issued absent written arrangements to the contrary on this page.

#### **7. CONVERSION**

If the client wishes to convert the case to another chapter after it has been filed, there will be an additional fee required before the conversion can be filed. Fee arrangements for the conversion must be made at the time of the conversion. The client should discuss any conversion with counsel prior to filing, to determine whether there would be any advantage in converting the case. A written contract for the new chapter must be entered into prior to any conversion. The firm has the option to withdraw from the case, rather than convert it. It is important to be honest with the attorney in all matters. If counsel things that there is a fraudulent reason for the transfer, counsel will withdraw from the case, for counsel's own protection, however, the Indiana Bar Rules protect the client from counsel disclosing the fraud to the court.



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### 8. RECEIPT OF NOTICES

I (We) acknowledge that the Attorney gave to me (us) at the initial consultation copies of this agreement and several notices required by the Bankruptcy Code listed below. If my spouse was not present when these notices were received at the initial consultation, I also acknowledge receipt of these notices on behalf of my spouse, and agree to provide my spouse with a copy of these notices. All of the following documents were given to me (us):

- a. Initial Consultation Agreement
- b. Notice Required by Sections 342(b) and 527(a) of the Bankruptcy Code
- c. Notice Required by Section 527(b) of the Bankruptcy Code

### 9. LIMITATIONS AND EXCLUSIONS:

By initializing the following Client(s) states that they have read, understood, and agreed to the following conditions:

\_\_\_\_\_ **Full Disclosure:** Client agrees to fully disclose all financial information to Attorney prior to filing the bankruptcy petition, including, but not limited to, all situations described below, all debts, assets, financial relationships, and marital status. Failure to disclose ALL financial information may result in non-dischargeability of debts, dismissal of the bankruptcy and additional costs through payments to creditors and attorney fees. Client agrees to take entire responsibility and hold Attorney harmless for any costs associated with such situations.

\_\_\_\_\_ The liability for cosigned loans will transfer to the cosigner as a result of the bankruptcy.

\_\_\_\_\_ **Fraudulent Purchases:** Under section 523 of the Bankruptcy Code, luxury credit card purchases totaling \$500 or more and made within ninety (90) days before filing bankruptcy case are presumed to be non-dischargeable in bankruptcy. Debts incurred at any time prior to filing may not be dischargeable if a creditor can prove that the debt was incurred with no intention to pay. Section 523 also states that cash advances of over \$750 within seventy (70) days before filing are presumably non-dischargeable as well.

\_\_\_\_\_ Client will NOT borrow any money or make any credit purchases after meeting with Attorney until after the bankruptcy discharge is received.

\_\_\_\_\_ **Preference Claim:** Do not pay back any friends or relatives money you owe them or give them property or money as a gift after this meeting and prior to filing bankruptcy. The trustee has the ability to file a lawsuit in the Bankruptcy Court – called an adversary proceeding – seeking to recover certain payments made by the debtor prior to bankruptcy as preferential.



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\_\_\_\_\_ **Fraudulent Conveyance. Do not transfer any property after this meeting.** A fraudulent conveyance is a transfer of money or property from a debtor to someone or something else when either (1) the debtor intends to defraud creditors or (2) the debtor received less than a reasonably equivalent value in exchange for the transfer and made it while insolvent. For example, if you had a joint asset with someone and before filing bankruptcy you took his name off the account, or you deeded or transferred a piece of property to someone who did not give anything in return. The trustee can look back ten (10) years depending on the situation. The Trustee may require that such property be returned to you for purposes of the bankruptcy. Such transfers may result in additional costs to client in both attorney fees and payments to creditors.

\_\_\_\_\_ **TAX REFUND: Any tax refunds prior to and during the bankruptcy may have to be turned over to the trustee for payment to creditors.**

\_\_\_\_\_ **Utility Deposit:** If a utility company is listed as a creditor (whether the bill was in Client's name or another name), the Client will usually be required to pay a deposit to continue service (deposit is calculated using the 2 highest months of the prior year's billing cycle; e.g. December bill + January bill = Deposit).

\_\_\_\_\_ Client understands that if money is owed to a bank or credit union where a savings/checking account exists, Client must **IMMEDIATELY STOP USING THE ACCOUNT** as the bank may freeze the account(s) and retain the funds when it learns that Client has filed for bankruptcy. If Client intends to discharge a debt owed to a bank, Client must remove ALL funds from any bank accounts with that bank before filing. Immediately stop all direct deposits to that bank.

\_\_\_\_\_ If married clients separate/divorce before or during the course of the bankruptcy and reside at two separate addresses, they will be subject to additional charges.

\_\_\_\_\_ **Secured Creditors:** Client understands that after the filing of the Bankruptcy Petition, most secured creditors (mortgages and cars) will not send monthly invoices. However, if Client wants to retain the secured property, Client must make timely payments. Client agrees to retain proof of payments to secured creditors during the course of your bankruptcy proceedings; further it is recommended that Client retain proof of payment until the loan is paid in full.

\_\_\_\_\_ **Reaffirmation/Redemption:** If you do NOT sign the reaffirmation agreement on your vehicle or mobile home loan or redeem your vehicle or mobile home the Creditor can repossess the property EVEN if you are current on the monthly payments.

\_\_\_\_\_ If you have a **Personal Injury Claim, a claim to collect money from another, or a workman's compensation claim**, you may lose your rights to those claims by filing bankruptcy.



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\_\_\_\_\_ **Immediately stop making payments to you debt settlement company.** Once you make the decision to file bankruptcy, it makes no sense to continue making payments on this type of program. If your credit counseling program is taking money out of your bank account or directly out of your paycheck, immediately take whatever steps are necessary to stop the withdrawals. If you have any questions, call us.

\_\_\_\_\_ **Meeting of creditors:** The court will hold the Meeting of Your Creditors or 341 meeting about four to six weeks after your bankruptcy case is filed. **No more than ten (10) days before this meeting, you are required** to provide to the trustee and any creditor requesting it, a copy of your most recently filed tax return, your income information for the sixty (60) days prior to filing, your bank statement from the date of filing, and a copy of your state identification and proof of your social security number (i.e. unaltered social security card, W2, etc). We will forward your documents to the Trustee.

The court-appointed trustee will preside over this meeting. At the meeting, which you are required to attend, you will be asked to testify under oath as to the accuracy of the statements in your petition. However, most of your creditors will not appear at the meeting, and you will not be before a judge. The meeting is very informal, and in most cases will last no more than ten (10) minutes. If you do not attend the meeting, your case will be dismissed.

### 10. **RIGHT TO WITHDRAW**

Client(s) specifically agree(s) that the attorney shall have the right to withdraw from client(s)' case if client(s):

- (1)- Do(es) not make the payments required by this agreement,
- (2)- Misrepresents or fails to disclose material facts to the attorney,
- (3)- Acts in disregard of the attorney's advice or
- (4)- Irreconcilable differences arise between attorney and client(s).

In the event of the foregoing, client(s) agree(s) to execute a consent to the attorney's withdrawal from the case at the attorney's request. Client(s) further understand(s) and agree(s) that no refund will be given. Please Note: A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury in connection with a case under the Bankruptcy Code shall be subject to fine, imprisonment, or both; and all information supplied by a debtor in connection with a case under the code is subject to examination by the Attorney General. Our office will not represent you in any action involving perjury or fraud or the concealment of assets.

Client(s) further understand(s) and agree(s) that no refund will be given.



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## 11. SIGNING OF PETITION AND SCHEDULES.

Our office requires that you sign the Bankruptcy Petition and Schedules in the presence of the attorney. This is to ensure that you have read and understand what you are signing. This may be done either in person or via Zoom. If you choose to use Zoom, we will schedule the meeting and discuss the documents and any question you may have. You will hand sign the documents and may scan and return the documents via electronic means or you may mail them to our office.

If you do not wish to sign the documents in the presence of the attorney, you will need to sign a waiver stating that you have read and fully understand the documents that you are signing.

Client has fully read this Retainer Agreement, has had any questions satisfactorily answered, and fully understands the contents of the same.

I hereby acknowledge that I have read and agreed to the prior pages of the non-refundable chapter 7 retainer contract attached, and have received a copy of the same. \

\_\_\_\_\_  
Printed Name: Client Signature: Dated

\_\_\_\_\_  
Printed Name: Client Signature: Dated

\_\_\_\_\_  
Printed Name: Signature on behalf of Hildebrand Law: Dated

### SUMMARY OF FEES FOR BANKRUPTCY FILING

- a. Basic Attorney Fee: \$1160.00
- b. Filing Fee: \$338.00
- c. TOTAL BASIC FEE: \$1498.00

Additional fees:

One business day \$\_\_\_\_\_

Four business days \$\_\_\_\_\_

Credit Reports \$\_\_\_\_\_

Total fees owed to Hildebrand Law Office: \$ \_\_\_\_\_ As of \_\_\_\_\_.

You are responsible for completing Credit counseling pre-petition and debtor education post-filing. The cost of these services should range between \$25.00 -50.00 for online classes.



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### **IMPORTANT INFORMATION**

#### **OFFICE HOURS**

Our business hours are normally from 9:00 am to 4:30 pm Monday through Thursday. My business may be open, but I may not be at the office unless I have appointments scheduled. I will often be in court due to the nature of my cases. In addition, I have a part-time assistant who will be at the office during some business hours. Therefore, I request that you call the office before stopping by to drop off documents or to make a payment to ensure that someone will be available to assist you. We also offer online alternatives for your convenience which is explained in more detail below. We do not generally have weekend hours available although in the event that is necessary, I am willing to accommodate my clients' needs. Appointments after regular business hours are at the discretion of the attorney.

#### **TELEPHONE CALLS**

Please schedule a telephone conference when you have a question or need advice concerning your case. Friends and relatives are great, but remember, you have retained an attorney to advise you. Your case is different from all others, and what the Judge did in your friend's case may be totally different from your fact situation. Please schedule either a telephone conference or an office conference if a question arises.

Most times when you call, you will not be able to immediately reach me. The nature of my practice is such that I am in court quite often. I also may not be able to return your call the same day, depending on my scheduled appointments and court appearances. Generally you will reach my assistant who will be able to assist you. Again if you wish to set aside time to discuss your case, please schedule a phone conference as discussed above. As outlined in your retainer agreement, telephone calls get billed a minimum of one-tenth of an hour. However, the most effective way to reach me is through email at [michelle@michellehildebrandlaw.com](mailto:michelle@michellehildebrandlaw.com).

If I cannot be reached and it is an emergency, please feel free to text my work number, send me an email, and/or send me a message on MyCase. If you call outside regular business hours you are invited to leave a detailed voice message. Voicemail will be checked generally in the morning and in the afternoon. Messages are usually returned only during regular business hours unless you note in your message that you are not available during business hours and state when you are available. However, if you are unavailable to speak during normal business hours, as stated above there are other methods of communication that may be more effective.





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### LENGTH OF CASE

In Bankruptcy cases, the length of the case is dependent upon Client providing Law Firm with any and all information necessary to draft the documents requested by Client. In addition, the signing of the documents and filing of the Bankruptcy case shall not take place prior to client paying in full for said services. Generally, if Client has provided all information as requested by Law Firm, has paid in full, said documents will be ready within two (2) weeks unless Attorney has a scheduled vacation, or it is the Holiday season. In these cases, the documents will be ready for signing within three (3) weeks of payment in full and Client providing all necessary information. Once the Bankruptcy has been filed, a discharge should be issued within three to six (3-6) months after the filing of the Bankruptcy as long as the Debtor Education class has been completed. I also understand that if any assets need to be turned over to the trustee, while my Bankruptcy may be discharged, my case may remain open until my case has been fully litigated.

### VIRTUAL LAW PRACTICE

Our office operates primary as a Virtual Law Practice. This means that we have many online features in order to provide legal services in a less conventional manner. We have MyCase which allows you access to your documents, send messages to us and us to send messages to you, as well allowing you to upload documents that you need to provide our office. You can upload documents that have your signature on them for filing if you have a case that uses e-filing. E-filing is currently used in Elkhart, LaPorte, Marshall, and St. Joseph county courts, as well as Bankruptcy courts. Bankruptcies can be completed solely through the internet services available. However, in Bankruptcy cases, we prefer that you sign the Bankruptcy documents in the presence of the Attorney. This may be done in person, via Zoom, or telephonically. The Attorney wants to ensure that you understand the documents that your are signing and have the ability to ask questions. If you choose not to have the Attorney present, you will need to sign a waiver stating that you understand what you are signing and have chosen to sign without the presence of the Attorney.

We also have email that is checked regularly by this office. In the event there are issues with MyCase, we are also available via email. Again, documents can be sent via email and you may send questions, comments, and other information through email. However, email is not as secure as MyCase and we recommend that you do not send confidential information through email. Email addresses are as follows: Attorney Michelle L. Hildebrand – [Michelle@michellehildebrandlaw.com](mailto:Michelle@michellehildebrandlaw.com) and Assistant – [assistant.hildebrand@gmail.com](mailto:assistant.hildebrand@gmail.com).

As part of your Legal Services Agreement, you have consented to receive communication through electronic means. We will provide copies and access to all documents through MyCase. This means that you will provide your email address to our office and we will send you access to MyCase. If you prefer to receive communication in another manner than MyCase, you will need to specify this to the Attorney and assistant in writing.



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In addition, all client files will be stored in electronic format for up to five (5) years following the completion of their case as discussed under the scope of this agreement. These documents shall be available on MyCase for Client.

In regards to payments to Law Firm, we have two secure online payment links available. The first link is a deposit link for deposits into your trust account. When you are making deposits and paying for services in advance, you may use the trust account link. When you are making payment on services rendered, or certain flat fee services, you may use the operating account link. These links are:

<https://secure.lawpay.com/pages/hildebrandlawoffice/trust>

<https://secure.lawpay.com/pages/hildebrandlawoffice/operating>

In the event that you wish to make payments in cash, check, money order, or other format, please contact Law Firm to discuss a time to stop by the office or you may send payment in the mail to:

Hildebrand Law Office  
Attn: Michelle L. Hildebrand  
115 N. William St.  
South Bend, IN 46601

### **CREDIT REPORTS**

It is extremely important that you pull a copy of all three credit reports to ensure that all creditors are listed on the bankruptcy petitions. You may receive one (1) free copy of your credit report from each of the three agencies, once per year. It is recommended that you take advantage of this and request these reports and supply the Attorney with each report to prepare the bankruptcy documents. You should provide us with all addresses the creditor has provided to you within the last three months (90 days), or as many of such addresses as you have available. Additionally, complete addresses for all collection agencies must be listed as well as the address for the original creditor. This information should be available on the monthly statements from the creditors or from letters from collection agencies. If the creditor has shown an address for correspondence (as opposed to a billing address), the correspondence address must also be listed. This office will not look up any addresses for any creditors on your behalf, you are responsible for providing the creditors addresses, failure to do so will result in your debt not being discharged.

[www.annualcreditreport.com](http://www.annualcreditreport.com)

### **VALUATION OF ASSETS**

The questionnaire provided will ask you to value your property. Federal law requires you to value the property at replacement value. If you would replace the property by purchasing other similar used property at a flea market, pawn shop, garage sale or from e-bay, then you should value the property



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at what you would expect to pay for items in a similar condition at a flea market, pawn shop, garage sale or from e-bay. If you would replace the item new, then you are required to list the price of what the item would cost when purchased new. The firm will then determine which of your property is exempt from creditors and the estate. Failure to adequately list all of your property and the correct values could result in Federal Criminal Charges being filed by the Office of the Trustee, denial of your discharge, sanctions or other action.

### **HOURLY SERVICES**

In the event that your case goes outside of the scope of legal services as outlined in your Legal Services Agreement, you will be charged at an hourly rate as specified in your Agreement. As noted below, these terms apply to your hourly fees.

**ATTORNEY'S FEES.** Clients will pay Law Firm for attorney's fees for the legal services provided under this agreement at the respective hourly rates of the individuals providing the services. The rate for the above mentioned legal services shall be: \$ 200.00 per hour for attorney services, and \$ 50.00 per hour for any services provided by an assistant. Charges will be accrued in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour.

Law Firm will charge for all activities undertaken in providing legal services to Clients under this agreement, including, but not limited to, the following: conferences, court sessions, and depositions (preparation and participation); correspondence and legal documents (review and preparation); legal research; and telephone conversations. When two or more of Law Firm's personnel are engaged in working on the matter at the same time, such as in conferences between them, the time of each will be charged at his or her hourly rate.

If, while this agreement is in effect, Law Firm increases the hourly rates being charged to clients generally for attorney's fees, that increase may be applied to fees incurred under this agreement, but only with respect to services provided 30 days or more after written notice of the increase is mailed to Clients. If Clients choose not to consent to the increased rates, Clients may terminate Law Firm's services under this agreement by written notice effective when received by Law Firm, provided Clients execute and return a substitution-of-attorney form or consent to withdraw immediately on its receipt from Law Firm if Law Firm is Clients' attorney of record in any proceeding.

Clients acknowledge that Law Firm has made no promises about the total amount of attorney's fees to be incurred by Clients under this agreement.

**COSTS.** Clients will pay all "costs" in connection with Law Firm's representation of Clients under this agreement. Costs may be advanced by Law Firm and then billed to Clients unless the costs can be met out of client deposits. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, long-distance telephone charges, messenger service fees, photocopying expenses, mailing costs, and process server fees.



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Law Firm will notify Clients whenever the full amount of any deposit has been applied to attorney's fees incurred by Clients. Within 15 days after each notification is mailed, Clients will pay to Law Firm an additional deposit, if requested by the Law Firm. Deposit of such additional amounts and payments will be made in the same manner as the initial deposit. In the event Clients do not pay the additional deposit as requested, Law Firm may send an intent to withdraw letter to you requesting that said deposit shall be made in full within ten (10) days or Attorney may withdraw from Client(s)' case. **Client consents to attorney withdrawal from case provided notice has been sent to client and the time allotted has passed** by Client signature on the Legal Services Agreement.

STATEMENTS AND PAYMENTS. Law Firm will send Clients monthly statements indicating attorney's fees and costs incurred and their basis, any amounts applied from deposits, and any current balance owed. If no attorney's fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. Any balance will be paid in full within 30 days after the statement is mailed. In the event invoices are not paid in full within 30 days after invoice is provided, Law Firm may send an intent to withdraw letter to you requesting that payment be made in full within 10 days or Attorney may withdraw from Clients case. **Client consents to attorney withdrawal from case provided notice has been sent to client and the time allotted has passed** by Client signature on the Legal Services Agreement.