

THE ARIZONA LAW GROUP OF TREZZA & ASSOCIATES LLC

4011 E. Broadway Blvd. Suite 200
Tucson, AZ 85711
(520) 327-4800

Representation Agreement

Name _____ Date _____
Address _____
City, State, Zip Code _____

Re:

Dear Client:

We appreciate the opportunity to assist in reviewing your financial situation. Since that review, you have concluded that the filing of a Chapter 7 bankruptcy case is your best course of action.

This letter will serve as an engagement agreement that will establish the terms of our relationship. When you sign it, it will become a contract between us.

In passing the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005, the Congress imposed strict requirements upon attorneys representing debtors, requiring them to specify what duties they will perform and to make certain representations to clients. Those specific duties and representations are set out in this representation agreement.

Please read this agreement carefully and be sure you understand it. If you have any questions, you should consult with me before signing. Once you are satisfied with the agreement, please sign and return a copy to me.

The following are the details of our proposed representation:

1. We will perform the following work on your behalf in connection with the filing of your Chapter 7 case:
 - a. Meet with you to discuss your financial situation and possible solutions;
 - b. Provide the § 342(b)(1) notice, which sets out the purpose, benefits, and costs of filing under Chapters 7, 11, 12 or 13, the types of services available from credit counseling agencies, and the penalties of committing certain bankruptcy crimes, and will explain the notice to you;
 - c. Prepare the necessary bankruptcy petition, schedules, statement of affairs, and other documents, and review and file the bankruptcy case under the chapter you select;
 - d. Prepare for and go with you to the § 341 first meeting of creditors.
 - e. Assist you in the negotiation and execution of reaffirmation agreements that are in your best interest and meet all requirements of the law. However, we will not approve any reaffirmation agreement if we cannot truthfully tell the court that it does not create an

undue hardship and that you can make the payments. In this instance, we will file an appropriate motion and go to court with you so that the judge can decide whether approval is proper. We will appear as your attorney, but you must come to court and explain why you think that you can make the payments.

- f. There are some issues that we cannot predict before filing. For instance, if you miss the § 341 meeting or do not tell us about a creditor or asset, we will have to reschedule and attend the meeting or file amended schedules, or obtain a release from the Trustee, etc. In this case, we will do what we believe is necessary to protect your rights, and we will bill you for the additional work at the rate of \$200.00 per hour and any costs that we advance.

2. For this work, we will charge:

A flat fee of \$ _____ which will be earned when received.

A filing fee of \$ _____

Other costs known at this time \$ _____

In addition, you agree to reimburse us for costs which are incurred on your behalf and normally paid by our clients.

Payment Dates are as follows:

You understand and agree that I will not and by this agreement that I am not required to perform any work on your behalf until I have received the agreed upon fees and costs in full.

3. ANY OTHER SERVICES, SUCH AS DEFENSE OF A COMPLAINT TO DETERMINE DISCHARGEABILITY OF A DEBT OR OF A UNITED STATES TRUSTEE MOTION TO CONVERT THIS CASE OR DISMISS IT AS AN ABUSIVE FILING, ARE NOT INCLUDED IN THIS AGREEMENT AND WILL BE PROVIDED ONLY THROUGH A SEPARATE REPRESENTATION AGREEMENT.

4. As a separate document, but included as part of this representation agreement, we are giving you notice of "Important Information About Bankruptcy Assistance Services From an Attorney" as required by § 527 of the Bankruptcy Code.

5. You agree to furnish all information necessary to enable us to complete the papers that will be filed in your case and that such information will be complete, accurate, and truthful.

6. If you fail to provide the full amount of any of the monies that you have agreed to pay, as set out herein, we may be relieved from the responsibility of performing any further work under this representation agreement.

7. We may also be relieved of the responsibility to represent you if you fail to provide us information or documents in time and with sufficient adequacy to enable us to respond to any inquiry, or do not appear at any court hearing. If these failings on your part occur after we have filed your bankruptcy case, we can only be relieved if the court allows our withdrawal. You will receive notice of any motion and hearing on our desire to withdraw.

8. This representation agreement and the attached notices represent the complete agreement between the parties and may not be modified or replaced except by a subsequent written agreement executed by the parties.

9. This representation is terminated 30 days after execution or from the date full payment is received, whichever is longer, if the client does not provide the information requested and proceed with filing. In that event, we will bill all time spent at the rate of \$200 an hour and costs incurred to date and refund any remaining balance. If, after 30 days, the client wants to pursue filing, a new agreement and new fee will be necessary.

Sincerely and agreed:

Counsel for the Firm
A Debt Relief Agency

Date: _____

Accepted this ____ day of _____, 200__.

Debtor

Debtor