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Re: Engagement of John W. Bevis, P.C.

Dear Client:

We are pleased to be representing you in your Chapter __ bankruptcy. Our firm provides a fee arrangement letter to clients to set forth the terms of representation. It has been our experience that clients appreciate having a letter of agreement regarding fees. A copy of our Billing Policy Statement is enclosed – we think it provides important information.

We normally bill on an hourly basis for the time involved on your file; however, in this case, you and I agree on a flat fee of \$_____ plus filing costs. The costs for a Chapter 7 Bankruptcy currently are \$299.00, plus \$21.00 for each Homestead Deed, if necessary (to protect exempt property). The costs for a Chapter 13 Bankruptcy currently are \$274.00. Receipt of the total amount of fees and costs will be required prior to filing your Bankruptcy Petition. In addition, we will require you to provide us with sufficient information to prepare and complete the Bankruptcy Petition and Schedules and Statement of Affairs.

We can offer a flat fee arrangement because the attorney time in the file is predictable and will be limited generally to the following services:

1. Analysis of your financial situation and giving you advice in determining whether to file a Petition in Bankruptcy;
2. Preparation and filing of any Petition, Schedules, Statement of Affairs which may be required;
3. Representation of you at the §341 hearing (your meeting of creditors) and any adjourned §341 hearings.

This fee arrangement does not cover any services requested after the §341 hearing and it does not include any Adversary Proceedings commenced against you or at your request. Services in addition to those outlined above will be on an hourly basis at my hourly rate of \$295.00.

Because the information contained in the Bankruptcy Schedules and Statement of Affairs is a “snap shot” of your finances on a given date, timely response and cooperation on your part is necessary to avoid duplicate work. Therefore, we ask that you respond promptly to requests for information and updating of or correcting of the draft paperwork which we will ask for your review. If an amendment to your Schedules to add creditors or change information previously given to us is required, and if this amendment is necessary or appropriate after the initial Bankruptcy Schedules are filed, you will be charged a fee for amendment. In addition, if more than one homestead deed is required, you will be charged an additional filing fee, which currently is \$21.00, for each additional homestead deed.

Client(s) Initials _____

We expect to provide you with excellent legal representation at reasonable and fair fees, consistent with the scope and complexity of our assignment. You should always feel free to question any aspect of our representation or our billings. In turn, we require your full cooperation, timely response to our needs for information and prompt attention to our invoices.

We will file your case only when we are satisfied that you have completely and accurately disclosed all of your assets and liabilities and when all of the fees and expenses associated with your case have been satisfied.

Often, we will communicate with you and others using e-mail. The disclaimer at the foot of every e-mail message originating in this office reads:

NOTICE: This e-mail message (and all attachments transmitted with it, if any) is intended solely for the use of the addressee and may contain legally privileged and confidential information. If you are not the person to whom this e-mail is addressed, or an employee or agent responsible for delivering this message to the person to whom it is addressed, you are hereby notified that any dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this e-mail in error, please notify sender immediately by e-mail reply, then please delete this e-mail, together with any attachments to it, from your computer.

We make every effort to make sure that e-mail only goes to its intended recipient, but there is the possibility of misdirection, or other technological problems. Your acceptance of this engagement letter constitutes approval of in-house office procedures regarding use and dissemination of e-mail.

**WE ARE A DEBT RELIEF AGENCY
WE HELP PEOPLE FILE FOR BANKRUPTCY RELIEF UNDER THE BANKRUPTCY CODE.**

Please indicate your acceptance of this engagement by signing below. We will keep the original signed Engagement Letter in our files. We appreciate this opportunity to serve you and look forward to a good working relationship with you.

Very truly yours,

John W. Bevis, Esq.

JWB/ejd

I have read this letter and Policy Statement in its entirety and agree to its terms.

Client's Name

Date

Client's Name

Date

POLICY STATEMENT

We realize our fees are of vital concern to you. In this regard, please understand the only thing we have to offer is time and our legal advice. Naturally, we prepare documents, prepare pleadings, try cases and go to court. Nevertheless, most of what we do involves giving advice, negotiating or advocating your position, and researching the law. Often we must spend significant time, effort, and energy in order to provide you with a few simple words of advice. What may appear to you to be the simplest or shortest document actually may require many hours of research and preparation. You should also keep in mind that in many instances, you do not see these efforts or receive tangible evidence of our labors. Since we understand that we render a very intangible product – legal advice, we are always willing to discuss our fees with you. Please ask! We have established the following policies for our representation:

Fees and Charges:

1. Unless a different arrangement in writing is made at our initial conference, you will be billed on an hourly basis for all time we spend working on your behalf. This includes any office or telephone discussions that we have with you, as well as initial consultations. After our first meeting, we may ask you to sign our firm's standard fee letter. In addition, we reserve the right to charge an additional fee based on various factors, such as the results, complexity, urgency or uniqueness of the matter.

2. Our hourly fees presently are \$295.00 an hour for attorneys and \$85.00 an hour for paralegals. We attempt to assign your work in the most cost-effective manner; however, an attorney will supervise your case. We are not permitted to underwrite your expenses incurred in the representation. Hence, you are responsible for reimbursing us our out-of-pocket expenses that we advance in your representation (such as travel, tolls, filing fees, recording, government certificates, etc.) and our internal charges (such as long distance telephone, facsimile transmissions, overnight or other courier service, photocopying, etc.). These various costs and expenses will be billed separately and reflected on your monthly billing statement.

3. Generally, we will request a fee deposit from you. We place this payment in a trust account to be held as deposit for your benefit.

4. Our statements for services rendered and costs incurred are due and payable upon receipt. If a statement remains unpaid for more than thirty (30) days, we reserve the right upon notice to you to withhold further services until the statement is paid, and, in addition, we may decline further services following payment unless a satisfactory deposit is made towards the payment of future services. If legal action is undertaken to collect an account due, you will be liable for court costs and attorneys' fees incurred plus a late payment charge of 5% of the delinquent balance.

We are often asked how a client may keep legal fees to a minimum. This is our advice:

1. Provide us with complete, accurate and organized information and documentation.
2. Try not to change your mind in the middle of a transaction.
3. Do not wait until the last minute. Last minute rushes require extraordinary measures and costs.
4. Respond promptly to requests for information and for approval and execution of documents. Delays necessitate follow up measures which take time.

Our commitments:

1. Consistent communication between the lawyers and clients.
2. Respect for the bankruptcy system. This includes effective communications with the creditors, counsel for the creditors, Trustee, and the Court. Respect for the bankruptcy system is best shown by honesty, timeliness and courtesy to all.
3. Professional and community service.
4. Investment in technology.

Terms of Engagement:

You may terminate our services prospectively at any time upon written notice to us. Likewise, the firm reserves the right to resign as counsel upon reasonable notice to you. If we are counsel of record for you in a litigation matter, we will tender an order for you to endorse authorizing our withdrawal as counsel. If you or we terminate our engagement, we will take reasonable steps to protect our and your interest in the matter for which we were engaged. Unless sooner terminated, our engagement as counsel will be concluded upon our sending you our final statement for services rendered, and thereafter, confidential information gained by us in our representation of you will continue to be held in confidence pursuant to the applicable rules of professional conduct.

Retention of Closed Files:

Upon completion of our representation, the files will be closed and indexed for our storage facility. The firm cannot keep old files forever and generally destroys files three (3) years after the case has reached a final order or decree or when the case has been inactive for three (3) years. The client has the responsibility to retrieve all personal papers or items from the file after completion of the case or prior to three (3) years of inactivity, and authorizes the firm to destroy and/or discard the files in a secure manner after three (3) years of inactivity. The client will be charged a "file retrieval" fee to retrieve files after the file is sent to storage.

At the conclusion of the representation, you should inform us if you wish to have your papers and/or property returned to you before the files are processed to the storage facility.

Please remember that we provide an intangible product, legal services, and you may see only a small part of our efforts. This combination may result in questions, in your part, regarding our statement for services rendered and costs advanced. We urge you to call us as soon as questions arise. We find that frank and candid discussions answer most of these questions.

We hope you find this information useful, and we look forward to working toward a successful resolution of the issues at hand.