

Sayeth the Lawyer, “I Will Do This, but Not That”: The Ethical Implications of Limited Representation

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**The Ethical Implications of Limited Scope Representation
in Consumer Bankruptcy Cases**

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In September 2013, all of the Judges of the United States Bankruptcy Court for the District of Massachusetts entered Standing Order 2013-02, which made clear the Court's position with respect to a bankruptcy attorney's ability to limit his or her representation of debtors. In short, you can't do it. Other districts have not followed suit. This memorandum examines the current state of the law with respect to limited representation in each district in Region 1, and discusses, in light of the Standing Order and recent guidelines proposed by the ABI, the merits of the positions in each district.

I. The ABI's Approach to Limited Scope Representation

In its recent *Final Report of the American Bankruptcy Institute National Ethics Task Force* (the "*ABI Report*"), the ABI examined the ethics of attorneys providing only a "subset" of legal services in connection with filing a consumer bankruptcy case -- a concept it has called Limited Scope Representation ("LSR").¹ LSR may include services such as pre-filing consultation, preparation and filing of the petition, schedules and statement of financial affairs and attendance at Section 341 meetings; but, it may exclude services such as responding to

¹ The *ABI Report* included a detailed discussion of LSR in its chapter entitled "Best Practices for Limited Services Representation." *ABI Report at 49-63.*

motions for relief from stay and other motions, defending challenges to exemptions and representing debtors in adversary proceedings under Sections 727 and 523 of the Code.

Recognizing the need to have more affordable representation for consumers, and in order to reduce the number of *pro se* filings and the high rate of failed *pro se* cases, the ABI Task Force recommended a framework for LSR in Chapter 7 cases, but not in Chapter 13 cases, citing “Chapter 13’s complexity and the difficulty of distinguishing between the ‘basic’ and the ‘full-service’ elements of representation of a Chapter 13 debtor.” As part of its framework, the Task Force drafted a Proposed Rule Providing for Limited Scope Representation in Consumer Bankruptcy Cases, as well as model fee agreement, both of which are attached hereto.

The Task Force’s facilitation of LSR is based, in part, on the recognition that Model Rule of Professional Conduct 1.2(c) provides that: [a] lawyer may limit the scope of representation in the limitation is reasonable under the circumstances and the client gives informed consent.” *ABI Report at 51*. Model Rule 1.0(h), in turn, “defines ‘reasonable’ as being consistent with the ‘conduct of a reasonable prudent and competent lawyer.’ ” *Id.* Courts throughout the country have diverged widely on the merits of LSR, and we discuss the courts in this region below:

II. Limited Scope Representation in the Five Region One Districts

A. Massachusetts

Massachusetts does adopt a version of the Model Rule related to limited representation. Mass. Rule of Professional Conduct 1.2 (c) provides: “A lawyer may limit the objectives of the representation if the client consents after consultation.” But, in the Bankruptcy context, the rules concerning Limited Scope Representation in Massachusetts were clarified in September 2013 by Standing Order 2013-02:

STANDING ORDER 2013-02 (Effective 09/24/2013)

Effective immediately, the court hereby clarifies Local Rules 9010-3(d) and 9010-1(e) and their interrelationship as follows:

1. With respect to Rule 9010-3(d):

Absent an appearance pursuant to Rule 9010-1(e) or withdrawal pursuant to Rule 2091-1, an attorney representing a debtor in a bankruptcy case must represent the debtor in all aspects of the main case, including motions and contested matters, and in any adversary proceeding relating to the debtor's discharge and/or the dischargeability of any debt. The attorney shall also represent the debtor in any other adversary proceeding in which the debtor is a named defendant unless the debtor expressly agrees otherwise in writing at the commencement of the representation and such agreement is noted on the attorney's initial disclosure under Fed.R.Bankr.P. 2016(b). Any Rule 2016(b) disclosure and/or agreement between the attorney and the debtor at variance with the Rule shall be deemed void and of no force and effect.

2. With respect to Rule 9010-1(e):

An attorney who chooses to file a general appearance for an otherwise pro se debtor, without compensation, shall not thereby be required to represent the debtor in any adversary proceeding other than with respect to discharge or the dischargeability of debt.

The Standing Order appears to reflect one of the stricter positions that courts have taken on LSR. Not only does it require a lawyer to represent clients in "all" aspects of the bankruptcy case; it also mandates representing a client in Section 523 and 727 cases, irrespective of whether the client can or will pay the bill.

Judge Hillman has compared LSR, in which the lawyer is not bound to represent the client in discharge actions, to a swim instructor teaching a pupil how to swim, but when that pupil is in the middle of the pool drowning, failing to come to the rescue because it was not part of the original charge. *In re Cuddy*, 322 B.R. 12, 16 (Bankr. D. Mass. 2004). The Court has also stated that the exclusion of representation in an adversary proceeding is in violation of Rule of Professional Conduct 1.3. See *United States Trustee v. Alaya (In re Alaya)*, Chapter 7 Case No.

10-46087, Adversary Proceeding No. 12-04027, Further Order to Show Cause (December 13, 2012). The Standing Order ensures that a client will not be left without representation under any circumstances, which seems consistent with the duty of an attorney to zealously represent the client.

However, its rigidity does raise potential concerns. It is, for one, contrary to the Task Force's conclusion that LSR will, by offering a less expensive alternative, make representation more available for otherwise *pro se* debtors. It could also require bankruptcy practitioners whose practice does not include litigation to nevertheless litigate a dischargeability case. The Standing Order could also raise issues in the Section 727 context where, for example, a lawyer is forced to defend a client who intentionally failed to disclose assets to counsel, and to the Trustee.

The Standing Order has not faced any challenges, and has not spawned any case law. It is clear that the Court will be vigilant about enforcing the Standing Order. In its wake, the Court has issued several Orders to Show Cause in circumstances where the attorney's Rule 2016 statement has been inconsistent with the Standing Order. *E.g., In re Casey*, Chapter 7 Case No. 13-17371, Order to Show Cause (January 15, 2014). Further, if an adversary proceeding is commenced against a debtor, debtor's counsel is *automatically* added as counsel for the defendant debtor.

In some of the Court's Orders, the Court acknowledges that counsel should be compensated for its services. The Court also suggests that counsel may refer an adversary proceeding to more experienced counsel. In *In re Alaya*, the Court stated:

[C]ounsel is not expected to render services without being fairly compensated and it is this concern that in my opinion that is addressed by the phrase in Local Rule "unless the debtor expressly agrees otherwise in writing." While an engagement agreement may not contain an absolute exoneration of an attorney's obligation to represent the client in any aspect of the bankruptcy matter, it may provide that such representation is conditioned upon satisfactory payment for services and that the failure of the client to render payment

will entitle counsel to seek to withdraw from the matter pursuant to Rule of Professional Conduct 1.16(b)(5) and MLBR 2091-1. It may also provide that if upon the initiation of an adversary proceeding counsel feels ill-equipped to represent the debtor then counsel will refer the matter to an attorney who is capable of handling it.

In *In re Casey*, in a footnote to the Order to Show Cause, the Court stated, “In the event the Debtor(s) does not comply with the terms of any fee agreement, the Court will entertain the attorney’s motion to withdraw his or her appearance.”

B. Maine

Maine does not currently have a local rule or standing order on the issue of LSR and has no prohibition against it. Under Local Rule 2014-3, applications for employment must include a particularized, case-specific summary of the services to be performed, which seems to imply that LSR might be an option. However, upon an informal polling of Maine practitioners and Trustees, it is a generally accepted standard practice that the representation of Chapter 7 debtors includes certain tasks necessary for the successful completion of a Chapter 7, such as preparation of the bankruptcy petition and schedules and attendance at a §341 meeting, but does not include adversary proceedings or discharge actions.

C. New Hampshire

New Hampshire Rule of Professional Conduct 1.2 and Local Rule 83.7 of the United States District Court for the District of New Hampshire permit limited scope representation provided the limitation is reasonable under the circumstances and the client gives informed consent. *See New Hampshire Rules of Professional Conduct, Rule 1.2(c); LR 83.7.* Limited representation is within a judge’s discretion and the attorney seeking to provide the limited representation must file a motion with the court for approval. *See LR 83.7.* The motion must state precisely the scope of the limited representation to be provided. *Id.* The attorney’s involvement must be strictly limited to the scope of the representation described in the motion.

Id. If an attorney who is providing limited representation files a motion or pleading outside the scope of the limited representation, the attorney will be deemed to have amended the scope of the limited representation to include such filing. *Id.*

As a unit of the district court, the bankruptcy court would follow the procedure set forth in LR 83.7; however, it has never been asked to do so. In practice, the New Hampshire bankruptcy court does not require counsel for an individual debtor to represent the debtor in adversary proceedings absent an additional agreement. Further, the issue of service limitations has not been an issue in recent years.

D. Rhode Island

Rhode Island has no standing order on the issue of LSR and has no prohibition against it. An informal polling of Rhode Island bankruptcy attorneys, and a discussion with Judge Finkle suggests that LSR has not been an issue. She has seen LSR primarily only with respect to non-discharge matters or other types of adversary proceedings and but not as to matters, even if contested, generally arising in the bankruptcy case such as claim objections, relief stay motions, motions to dismiss, and motions of the UST for presumed abuse due to means testing. With respect to one of the most frequent issues that might otherwise give rise to LSR issues, loan modifications, Rhode Island has an active formal loss mitigation program that, in certain circumstances, mandates court supervised loan modification for home mortgages if a debtor requests to participate in the program.

E. Vermont

Vermont Local bankruptcy Rule 2016-1 outlines the scope of services that a flat fee is intended to encompass, and addresses the concept of LSR:

(h) Scope of Duties to be Performed by Debtor's Attorney for Flat Fee Charged. Except as provided in subsections (h)(4) and (i), the flat fee charged by a Chapter 7 or 13 debtor's attorney will encompass the following services:

- (1) In both Chapter 7 and 13 cases:
 - (A) analyzing the putative debtor's financial situation, and advising and assisting the putative debtor in determining whether to file a petition under the Bankruptcy Code;
 - (B) preparing and filing the petition, and all required lists, schedules, and statements;
 - (C) filing the certificate received by the debtor from an approved nonprofit budget and credit counseling agency for pre-petition credit counseling;
 - (D) filing the debtor's payment advices together with the "Payment Advices Cover Sheet form (Vt. LB Form B);
 - (E) representing the debtor at the § 341 meeting of creditors;
 - (F) amending lists, schedules, statements, and/or other documents required to be filed with the petition to comport with developments that occurred before or at the § 341 meeting of creditors;
 - (G) where appropriate, preparing and filing motions under § 522(f) to avoid liens on exempt property;
 - (H) where appropriate, preparing and filing motions, such as motions for abandonment or to clear title to real property owned by the debtor;
 - (I) removing garnishments or wage assignments;
 - (J) compiling and forwarding to the case trustee documents required by Vt. LBR 4002-1; and
 - (K) preparing and filing the debtor's certification of completion of instructional course concerning personal financial management (hereinafter, "Official Form 23").
- (2) In addition to the tasks identified in subparagraph (1), above, in each Chapter 7 case, where warranted by the facts of the case, the duties required of the retained attorney will include:
 - (A) negotiating, preparing, and filing reaffirmation agreements; and
 - (B) preparing and filing motions under § 722 to redeem exempt personal property from liens.
- (3) In addition to the tasks identified in subparagraph (1), above, in each Chapter 13 case, where warranted by the facts of the case, the duties required of the retained attorney will include:
 - (A) attending confirmation hearings and addressing all objections to confirmation;
 - (B) where a debtor seeks to modify the amount of a secured claim pursuant to § 506(a), filing a valuation motion in accordance with Fed. R. Bankr. P. 3012, and, where necessary, introducing evidence as to the value of the collateral securing the subject claim (typically at or in connection with the confirmation hearing);

- (C) where warranted, preparing and filing a motion to strip a wholly unsecured mortgage under § 506; and
- (D) preparing and filing a motion for entry of the discharge order.

(4) **Applications to Limit the Scope of Legal Services in Certain *Pro Bono* and Reduced Fee Cases.** Where a debtor is represented by an attorney retained through the Vermont Volunteer Lawyers Project or Legal Services Law Line, on either a *pro bono* or reduced fee arrangement, the attorney may file an application to limit the scope of employment and reduce the scope of legal services to exclude certain items enumerated in paragraph (h)(1)–(3). A debtor’s attorney seeking this relief must file the application within 21 days of the filing of the petition, must serve it on the debtor, case trustee, and the Office of the United States Trustee, and may use the default procedure.

(i) **Unbundled Legal Services.** In a Chapter 7 case, the Court will allow unbundled legal services with respect to a filing fee waiver application when:

- (1) the Vermont Volunteer Lawyers Project or Legal Services Law Line has referred, and an attorney has accepted, a case for *pro bono* or reduced fee legal representation;
- (2) the Court has set a hearing on the debtor’s application for waiver of the Chapter 7 filing fee in that case; and
- (3) a representative from the Vermont Volunteer Lawyers Project or Legal Services Law Line is willing to appear at the hearing to represent the debtor with respect to the filing fee waiver application.

Thus, in Vermont, the Court has designated the necessary tasks for Chapter 7 and Chapter 13 representation and has provided for Court allowance of limited services in certain circumstances. Nonetheless, under the Rules of Professional Conduct, some additional services may be necessary in order to fully inform Debtors of certain risks associated with pro se representation in a discharge or adversary proceeding context.

F. Cases in Other Jurisdictions

The following cases from other jurisdictions further evidence the divergent results among the courts:

In re Ortiz, 496 B. R. 144 (Bankr. S.D.N.Y. 2013) – In *Ortiz*, the Court *sua sponte* scheduled a hearing to address what it found to be impermissible exclusions from the Rule 2016(b) statement filed by the debtor’s attorney, where the attorney limited representation to

exclude: more than one Section 341 meeting, more than one hour of post-341 work, and any work on reaffirmation agreements, redemptions and adversary proceedings. The Court recognized an attorney's ability to limit the scope of representation, and addressed the requirement that such limitation be reasonable, and found it unreasonable to exclude more than one 341 meeting. The Court further found that a lawyer's representation must include all "normal, ordinary, and fundamental aspects of the case, including amendments to the schedules and other routine representation necessary to ensure that the debtor receives a discharge." As to the other exclusions, since the Southern District had no specific rules about the scope of representation in Chapter 7, the Court referred to such rules in the Western and Eastern Districts. Such rules, which permitted counsel to exclude adversary proceedings, did not permit exclusion of such services as reaffirmation agreements and motions to redeem.

In re Slabbinck, 482 B.R. 576 (Bankr. E.D. Mich. 2012) – In *Slabbinck*, the UST challenged an attorney's practice of using two fee agreements – one for prepetition services and one for postpetition services – primarily for the purpose of ensuring that any balance due to the attorney would be a postpetition debt not discharged by the bankruptcy. The UST reasoned that: (a) the two agreements should be merged into a single agreement; and (b) the failure to include postpetition services in the first agreement (which expressly excluded all postpetition work) was an impermissible unbundling of services. Relying on *In re Egwin*, 291 B.R. 559 (Bankr. N.D. Ga. 2003), the UST argued that competent representation demanded that an attorney for a consumer Chapter 7 debtor was required to perform all legal services necessary for the debtor to obtain a discharge and retain his or her exempt property. The Court disagreed, and found that an agreement to unbundle services was not, *per se*, prohibited. It reasoned that competence is

measured by reviewing the quality of the work performed based on what was agreed upon, not on the work that was remaining.

**Proposed Rule Providing for Limited Scope Representation in Consumer
Bankruptcy Cases**

- (1) If permitted by the governing Rules of Professional Conduct, a lawyer may limit the scope of the representation of an individual debtor (or debtors in a joint case),⁴² whose debts are primarily consumer debts, if the limitation is reasonable under the circumstances and the client gives informed consent in writing.
- (2) Limited Services Representation for Individual Chapter 7 Debtors with No Secured Debts.
 - A. With respect to a Chapter 7 case filed by an individual debtor, whose debts are primarily consumer debts, where such debtor has no secured debt listed on the bankruptcy schedules or statements, reasonable limited representation includes *all of the following*:
 1. An initial meeting with the debtor to explain the bankruptcy process and discuss pre-bankruptcy planning (including exemptions) as well as non-bankruptcy alternatives.
 2. Advice to the debtor concerning the debtor's obligations and duties under the Bankruptcy Code and Rules and applicable court orders.
 3. Preparation and filing of the documents and disclosures required by the Bankruptcy Code, including performance of the duties imposed by Section 521 of the Code.
 4. Provision of assistance with the debtor's compliance with Section 707(b)(4) of the Bankruptcy Code.
 5. Preparation and filing of the petition, the Statement of Financial Affairs, and the necessary schedules.
 6. Attendance at the Section 341(a) meeting.
 7. Communication with the debtor after the Section 341(a) meeting.
 8. Monitoring the docket for issues related to discharge.
 - B. In addition to the limited service representation in a Chapter 7 case, as it is defined above, the representation may also include the following services, to be indicated with a check on the Model Agreement:
 - Representation of the debtor in connection with a motion by the Chapter 7 Trustee to reopen the case for the inclusion of newly discovered assets.
 - Representation of the debtor in connection with a challenge to the debtor's discharge and/or the dischargeability of certain debts.

⁴² As used herein, the term "debtor" shall include an individual debtor, as well as debtors in a joint case. Counsel should be particularly careful in joint debtor cases to ensure that both debtors are fully cognizant of the limitations of LSR. Counsel should also be mindful of the danger of joint debtors implicating conflict of interest concerns.

- Preparation and filing of all motions required to protect the debtor's interests.
- Representation of the debtor with respect to defending objections to exemptions.
- Preparation and filing of responses to all motions filed against the debtor.
- Representation of the debtor in connection with a motion for relief from stay.
- Representation of the debtor in connection with a motion for relief from stay that is resolved by agreement.
- Representation of the debtor in connection with a motion seeking dismissal of the case.
- Other _____

(3) Limited Services Representation for Chapter 7 Debtors with Listed Secured Debts.

A. With respect to a Chapter 7 case filed by an individual debtor, whose debts are primarily consumer debts, where such debtor has listed secured debt on the bankruptcy schedules or statements, reasonable limited representation includes *all of the following*:

1. An initial meeting with the debtor to explain the bankruptcy process and discuss pre-bankruptcy planning (including exemptions) as well as non-bankruptcy alternatives.
2. Advice to the debtor concerning debtor's obligations and duties under the Bankruptcy Code and Rules and applicable court orders.
3. Preparation and filing of the documents and disclosures required by and performance of the duties imposed by Section 521 of the Bankruptcy Code.
4. Provision of assistance with the debtor's compliance with Section 707(b)(4) of the Bankruptcy Code.
5. Preparation and filing of the petition, the Statement of Financial Affairs, and the necessary schedules.
6. Representation of the debtor (including counseling) with respect to the reaffirmation, redemption, surrender, or retention of consumer goods securing obligations to creditors.
7. Attendance at the Section 341(a) meeting.
8. Communication with the debtor after the Section 341(a) meeting.
9. Monitoring the docket for issues related to discharge.

B. In addition to the limited service representation in a Chapter 7 case, as it is defined above, the representation may also include the following services, to be indicated with a check on the Model Agreement:

- Representation of the debtor in connection with a motion by the Chapter 7 Trustee to reopen the case for the inclusion of newly discovered assets.
- Representation of the debtor in connection with a challenge to debtor's discharge and/or the dischargeability of certain debts.

- Preparation and filing of all motions required to protect the debtor's interests.
- Representation of the debtor with respect to defending objections to exemptions.
- Preparation and filing of responses to all motions filed against the debtor.
- Representation of the debtor in connection with a motion for relief from stay.
- Representation of the debtor in connection with a motion for relief from stay that is resolved by agreement.
- Representation of the debtor in connection with a motion seeking dismissal of the case.
- Other _____

**Model Agreement and Consent to Limited Representation in Consumer
Bankruptcy Cases**

In order to provide you with reasonable and affordable representation in connection with your consumer bankruptcy case, I, _____, attorney-at-law, licensed in the State of _____, Bar No. _____, agree to provide you, for a limited fee (as described in Section III below, hereinafter referred to as the "Fee"), with some, but not all, of the services and advice you may need in connection with your bankruptcy case.

You agree that I am being hired to provide you limited bankruptcy-related representation and recognize that at any time between now and when your case is concluded (either because you receive a discharge, your case is converted to a case under another chapter, or because your case is dismissed), circumstances may arise that require additional legal advice and/or legal services. In such event, you have the option of engaging my services for an additional fee, hiring another attorney, or representing yourself.

You understand that you are seeking legal representation under Section ____ (I OR II) below.

Within the scope of my representation, I agree to act in your best interest at all times, and agree to provide you with competent legal services.

I. For Chapter 7 Debtors Who Have No Secured Debts.

If you have no secured debts and are filing for bankruptcy under Chapter 7, the Fee includes all of the following services:

1. An initial meeting with you to explain the bankruptcy process and discuss pre-bankruptcy planning (including exemptions) as well as non-bankruptcy alternatives.
2. Advice to you concerning your obligations and duties under the Bankruptcy Code and Rules and applicable court orders.
3. Preparation and filing of the documents and disclosures required by and performance of the duties imposed by Section 521 of the Bankruptcy Code.
4. Provision of assistance with respect to your compliance with Section 707(b)(4) of the Bankruptcy Code.
5. Preparation and filing of the petition, Statement of Financial Affairs, and the necessary schedules.
6. Attendance at the Section 341(a) meeting.
7. Communication with you after the Section 341(a) meeting.
8. Monitoring the docket for issues related to discharge.

If you have no secured debts and are filing for bankruptcy under Chapter 7, the Fee *does not* include any of the following services unless the box next to the service is checked. If a box next to a service is checked, that service will be included in the Fee.

- Representation of your interests in connection with a motion by the Chapter 7 Trustee to reopen the case for the inclusion of newly discovered assets.
- Representation of your interests in connection with a challenge to your discharge and/or the dischargeability of certain debts.
- Preparation and filing of all motions required to protect your interests.
- Representation of your interests with respect to defending objections to exemptions.
- Preparation and filing of responses to all motions filed against you.
- Representation of your interests in connection with a motion for relief from stay.
- Representation of your interests in connection with a motion for relief from stay that is resolved by agreement.
- Representation of you in connection with a motion seeking dismissal of the case.
- Other _____

II. For Chapter 7 Debtors Who Have Secured Debts.

If you have secured debts and are filing for bankruptcy under Chapter 7, the Fee includes all of the following services:

1. An initial meeting with you to explain the bankruptcy process and discuss pre-bankruptcy planning (including exemptions) as well as non-bankruptcy alternatives.
2. Advice to you concerning your obligations and duties under the Bankruptcy Code and Rules and applicable court orders.
3. Preparation and filing of the documents and disclosures required by and performance of the duties imposed by Section 521 of the Bankruptcy Code.
4. Provision of assistance with respect to your compliance with Section 707(b)(4) of the Bankruptcy Code.
5. Preparation and filing of the petition, Statement of Financial Affairs, and the necessary schedules.
6. Representation of your interests (including counseling) with respect to the reaffirmation, redemption, surrender or retention of consumer goods securing obligations to creditors.
7. Attendance at the Section 341(a) meeting.
8. Communication with you after the Section 341(a) meeting.
9. Monitoring the docket for issues related to discharge.

If you have secured debts and are filing for bankruptcy under Chapter 7, the Fee does not include any of the following services unless the box next to the service is checked. If a box next to a service is checked, that service will be included in the Fee.

- Representation of your interests in connection with a motion by the Chapter 7 Trustee to reopen the case for the inclusion of newly discovered assets.
- Representation of your interests in connection with a challenge to your discharge and/or the dischargeability of certain debts.
- Preparation and filing of all motions required to protect your interests.
- Representation of your interests with respect to defending objections to exemptions.
- Preparation and filing of responses to all motions filed against you.
- Representation of your interests in connection with a motion for relief from stay.
- Representation of your interests in connection with a motion for relief from stay that is resolved by agreement.
- Representation of your interests in connection with a motion seeking dismissal of the case.
- Other _____

III. The Fee

Because you have agreed to a limited services representation arrangement, I have agreed to a limited fee (the "Fee"). You shall pay for the services described and indicated in Section ____ (I or II) above as follows:

A flat fee of \$ _____, plus \$ ____ for out of pocket expenses,⁴³ **OR**

An hourly fee. The current hourly fee that I charge is \$ _____. The current hourly fee that my legal assistant charges is \$ _____. I expect your case will take about _____ hours. The total Fee you will be charged will be capped at \$ _____, plus \$ ____ for expenses.

In the event that you ask me to provide additional services (in addition to those services set forth in Section ____ (I or II) above) after I have begun representing you, there shall be an additional fee paid to me to be calculated as follows: _____

You acknowledge that the fee for additional services (on top of those services set forth in _____

⁴³ These expenses may include long-distance telephone and fax costs, photocopy expenses, and postage. Costs such as filing fees, if any, and debtor counseling and debtor education fees shall be paid directly by you.

Section ____ (I or II) above) requested after your bankruptcy petition is filed must be paid from funds that are not part of your bankruptcy estate (such as your post-petition earnings).

You understand that I will exercise my best judgment while performing the limited legal services described in Section ____ (I or II) above, and you also understand:

- a. that I am not promising any particular outcome;
- b. that you entered into this agreement for limited services because I am charging you a Fee that is less than a fee would be for full-service legal representation in connection with your bankruptcy case;
- c. that issues may arise in your case that are not covered by the list of core tasks. If that happens, you have the option of (i) representing yourself with respect to the new issues, (ii) entering into another agreement with me, whereby I will continue to represent you for an additional fee, or (iii) hiring another lawyer to represent you; and
- d. that I have no further obligation to you after completing the above-described limited legal services unless and until we enter into another written representation agreement.

Except as required by law, I have not made any independent investigation of the facts and I am relying entirely on your limited disclosure of the facts necessary to provide you with the services described in Section ____ (I or II) above. .

If any dispute arises under this agreement concerning the payment of the Fee, we shall submit the dispute for fee arbitration in accordance with [_____]. This arbitration shall be binding upon both parties to this agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ THE ABOVE AGREEMENT BEFORE SIGNING IT. YOU FURTHER ACKNOWLEDGE THAT I HAVE ANSWERED ANY QUESTIONS YOU HAVE ABOUT THE LIMITED SERVICE REPRESENTATION ARRANGEMENT INTO WHICH WE ARE ABOUT TO ENTER.

Signature of client/s 1. _____
2. _____

Signature of attorney _____

Date: _____