

## **ATTORNEYS FEES**

### **The Initial Consultation**

I normally do not charge for the initial consultation for simple consumer situations. Always call Daniel Furlong's office at (928) 778-6906 before sending any forms and before providing information. My staff needs to ask questions to determine if I have a conflict of interest and to determine if there will be a charge for the initial consultation. Attached are the typical questions asked by my staff. Then the consultation is scheduled.

I generally charge \$250 for the initial consultation if you :

- Owe past due taxes,
- Have not filed all required tax returns,
- Are involved in a business,
- Have debt from a prior business,
- Had a previous consultation.

If there is a charge for the initial consultation, it is normally applied to your fees if you hire me within certain time periods. Attached is a typical email confirming the scheduling of the initial consultation.

I do not charge the same attorneys fees for each case. The fees vary depending on the complexity of your situation and how completely you fill out all forms and provide all requested information and documents.

I cannot give a quote for attorneys fees until I review the completed forms, meet with you at the initial consultation and evaluate your situation. The initial consultation lasts 1-2 hours. You fill out forms #1 - 6 from my website and email or deliver them to me at least 2 business days before the consultation. Do not send the forms to me unless you have scheduled a consultation. You bring certain documents to the initial consultation. At the end of the initial consultation I generally can give you a written quote for attorneys fees.

### **Chapter 7 Debtor Cases**

I generally charge between \$1,250 and \$2,100 for most Chapter 7 cases, but my fees may be less or more. A sample Chapter 7 fee agreement is attached. My fees are paid in full before the case is filed. My fees normally are paid in 3 monthly installments. The court filing fee is extra.

### **Chapter 13 Debtor Cases**

I generally charge advance fees of \$2,000 for most Chapter 13 cases, but my fees may be less or more. A sample Chapter 13 fee agreement is attached. My advance fees are paid in full before the case is filed and are normally paid in 3 monthly installments. After the case is filed, the Chapter 13 trustee normally pays to me additional fees of \$2,500, which are paid from your plan payments. There may be other fees paid to me by the trustee, such as for a lawsuit to remove a second mortgage or such as responding to motions and objections. The court filing fee is extra.

**Typical questions asked when you call the office of attorney Daniel Furlong, 928-778-6906, to ask about bankruptcy. These questions help determine if there is a conflict of interest or if there is a fee for the consultation.**

1. How do you learn about our law firm, such as by the web, yellow pages, referral?
2. Do you owe any money to or have any conflicts with: Sunwest Bank (formerly First State Bank), Lamb Chevrolet/Nissan, Fann Contracting or attorney David Wilson? Daniel Furlong may have a conflict of interest.
3. Are you married or single?
4. If married, is any separation or divorce planned or pending? An attorney can only advise one spouse or ex-spouse if there is a conflict between them
5. Have you or your spouse ever filed bankruptcy? If so, when, where, what chapter, and did you get a discharge?
6. Do you live in Yavapai County and plan to stay in Yavapai County until you file bankruptcy?
7. Have you and your spouse both lived in Arizona for the last 730 consecutive days (2 years)? If not, when did each of you move to Arizona? Where and when have each of you lived in the last 3 years?
8. Have you filed all required tax returns? If not, what returns need to be filed?
9. Do you owe any taxes such as income tax, sales tax or property tax? If so, for what years and how much?
10. Do you own a business? If so, what type of business?
11. Is any of your debt from a business you previously owned?
12. Are you currently being sued or garnished?
13. Are repossessions or foreclosures about to happen?
14. Do you or your spouse have any physical handicaps?
15. Have you had a previous consultation with Daniel Furlong?

**Typical email confirming the initial consultation, which is scheduled after you call the office of attorney Daniel Furlong at 928-778-6906.**

To: \_\_\_\_\_

Your consultation date and time: \_\_\_\_\_

Meet at:  upstairs office.  downstairs conference room in Lindquist Realty office.

The charge for the consultation, payable at the time of the consultation, is \$\_\_\_\_\_. We do not take credit or debit cards. Payment is by check or exact change cash.

Thank you for contacting my office regarding bankruptcy. Federal law requires this statement: ***We are a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code.***

Please expect your consultation to last 1 to 2 hours. I am currently not accepting Chapter 11 cases, so please call to cancel if you are certain you want to file Chapter 11.

My office is on the 2d floor of a historical building in downtown Prescott. There is no elevator. If you did not schedule the consultation for the downstairs conference room and if you do not want to climb steep stairs, please call now. We will gladly make arrangements to meet you in the downstairs conference room. My website [www.FurlongLawAZ.com](http://www.FurlongLawAZ.com) has a map to my office.

Because of legal confidentiality rules, no one else may be present during the consultation unless I give advance permission. Call my office now if you want some one else to be present and I will let you know if I will allow this. Do not wait until the day of the consultation.

Attached are 6 forms. Save the forms to your computer. The 6 forms are:

1. *Instruction & Notices*
2. *Budget.*
3. *Real Property.*
4. *Vehicle.*
5. *Debts.*
6. *Questions.*

Please completely fill out the forms after you have saved them to your computer. The forms are also on my website. Attach the completed forms to an email and email the forms to me **at least two business days before the consultation so I have time to review them.** My email is [danfurlong@cableone.net](mailto:danfurlong@cableone.net). In addition to sending them by email, you may also want to print the forms for your records and bring them.

If you have a Mac/Apple computer, print the completed forms and schedule a time to bring them to my office at least two business days before the consultation so I have time to review them. The data gets deleted when you email forms completed on a Mac/Apple.

Please bring to the consultation copies of all the following if you can find them:

- A. Photo ID and social security card for each of you.
- B. A title for each free and clear vehicle.
- C. A Motor Vehicle Record (Title And Registration Record) from [www.servicearizona.com](http://www.servicearizona.com) for each vehicle with a lien. For more information, go to my website and click on "MVD Documents."
- D. Last 2 years of tax returns, if done. Any unfiled past due returns may need to be completed before you file bankruptcy or soon after filing.
- E. All paystubs or a payroll record for the last 7 months.
- F. At least one credit Report for each of you, which may be obtained for free once every 12 months for each of you from each of the 3 major credit reporting agencies at [www.annualcreditreport.com](http://www.annualcreditreport.com).
- G. Any divorce or legal separation decrees and related property settlement agreements in the last 5 years.
- H. One recent statement for each bank account, retirement account and stock and bond account, etc.
- I. Any lawsuit, repossession or foreclosure papers.
- J. Documents for any life insurance or annuities showing (a) the owner, (b) how long it has been owned, (c) the beneficiary, (d) how long the beneficiary has been named as beneficiary, and (e) cash surrender value. This is required to determine if any of the insurance or annuity is exempt or if the trustee can seize it.

My website has a Chapter 7 Timeline, explanations of Chapters 7, 11 and 13, and other documents you may wish to review. The documents do not cover every situation. You should not take any action without using an experienced bankruptcy attorney. Do not give things away, transfer titles, put things in someone else's name or pay friends or relatives until you see an experienced bankruptcy attorney. Certain actions can cause serious civil and criminal problems. I recommend that you watch 9 short videos (2-5 minutes each) from the U.S. Courts.

<http://www.uscourts.gov/multimedia/videos.aspx>

I look forward to meeting with you. Please call if you want to cancel. My office policy is to only allow two cancellations or two re-schedulings of a consultation.

Daniel F. Furlong, 100 E. Union Street, Prescott, AZ 86303. 928-778-6906. Fax 928-778-6743.  
email: [danfurlong@cablone.net](mailto:danfurlong@cablone.net)  
website: [www.FurlongLawAZ.com](http://www.FurlongLawAZ.com)

**CHAPTER 7 ATTORNEY FEE AGREEMENT**

CLIENT:

1. "Client" refers to one or more clients. "Attorney" refers to Daniel F. Furlong, 100 E. Union St., Prescott, AZ. (928) 778-6906.

2. Client hires Attorney to represent Client on the terms of this agreement in a Chapter 7 Bankruptcy to be filed by Client.

3. Payment schedule.

Payments for advice before hiring Attorney.	\$
Attorney is hired and will take creditor calls and start work only when this signed agreement and this first payment are accepted by Attorney. Fees are earned when paid.	\$
This amount must be paid within 30 days after the first payment. Fees are earned when paid.	\$
This amount must be paid within 60 days after the first payment. Fees are earned when paid.	\$
<b>TOTAL ATTORNEY FEES. Must be paid before the case is filed.</b>	\$
Client must pay the court filing fee, IN EXACT CHANGE CASH, OR CASHIERS CHECK/MONEY ORDER PAYABLE TO "Daniel Furlong" on the day the bankruptcy is filed with the court. Attorney will send this money to the court.	\$335

4. If any fees are not paid when due or if Client's actions or inactions make the case not ready to be filed within 90 days after hiring Attorney, Attorney may charge additional fees or terminate the agreement.

5. This quoted fee is valid for 60 days from the date this agreement is offered by Attorney unless the laws are changed in the meantime or unless Attorney declines to accept case. If the court filing fee is increased, Client must pay any increase before the case will be filed.

6. Attorney may decline the case after accepting the case if information is learned which causes an ethical problem for Attorney and Attorney may refund some fees based on "work done". Client may discharge Attorney at any time and may be entitled to a refund of all or part of the fee based on "work done". "Work done" includes things done initially without charge before Client makes the first payment such as conferences, analysis, review, etc. and includes work done after the first payment.

7. Attorney will: Analyze Client's situation; Advise regarding bankruptcy; Prepare the Petition, Schedules, Statement of Affairs, and other court documents with information provided by Client; File the documents with the court using the filing fee paid by Client; Represent Client at the First Meeting of Creditors or provide another attorney; Advise regarding reaffirmation, redemption, or pay and retain.

8. Client will: Provide accurate information; Fill out information forms provided by Attorney; Sign court documents under oath; Be on time for bankruptcy hearings; Cooperate with Attorney; Not make payments to relatives or others without consulting with attorney. It is a crime to give false or incomplete information to the court or trustee, or to hide assets. All debts must be listed in a bankruptcy.

9. In a Bankruptcy a creditor, trustee or U.S. Trustee may make certain objections, motions or lawsuits (including adversary lawsuits). These will be referred to as "requests" for purposes of this Fee Agreement. Read the Chapter 7 and Chapter 13 Explanations at [www.FurlongLawAZ.com](http://www.FurlongLawAZ.com). These requests may include, but are not limited to requests to: Dismiss the bankruptcy; Convert the bankruptcy to a different chapter; Deny or revoke the Debtor's discharge of all debts; Have a particular debt declared not discharged; Have certain property declared not exempt; Lift the automatic stay to allow foreclosure or repossession, etc. While such requests are unusual, they can happen and are complicated and expensive for any attorney to handle. **This Retainer Agreement does NOT include representation of the Client by Attorney regarding such requests. If such requests are made, Client may retain any other attorney of Client's choosing. If Client wants to retain Attorney (Daniel Furlong), then at that time Attorney will decide if Attorney is willing to represent Client regarding such requests.** If Attorney is willing at that time to represent Client regarding such requests, Attorney may first require payment of a deposit and satisfactory payment arrangements. The amount of the deposit may be thousands of dollars and depends on the complexity of the request. The normal hourly rates are \$300 for the attorney and \$95 for the paralegal. Extra fees maybe required if Client wants to sell a house or other property during bankruptcy and Client must immediately notify attorney of this because it can take months to get a court order approving a sale.

10. Client has been advised of Chapters 7, 11, 12 and 13.

11. Attorney will provide Client with one copy of the documents filed with the court. Client should keep this copy for at least ten (10) years. Client may need this to apply for credit. Attorney will charge retrieval and copying fees if Client loses the copy and if Attorney agrees to make additional copies for Client. Attorney may destroy Client's file after two years and may not be able to provide copies then.

12. Client has read and will follow the attached important list of things to do and not to do.

13. Additional terms:

THIS AGREEMENT/QUOTE OFFERED BY

Date: \_\_\_\_\_

\_\_\_\_\_  
DANIEL F. FURLONG

\*\*\*\*\*

DATED BY CLIENT(S): \_\_\_\_\_

X \_\_\_\_\_  
signature

X \_\_\_\_\_  
signature

phone numbers: \_\_\_\_\_

email: \_\_\_\_\_

mailing address: \_\_\_\_\_

**CHAPTER 13 ATTORNEY FEE AGREEMENT**

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1. "Client" refers to one or more clients. "Attorney" refers to Daniel F. Furlong, 100 E. Union St., Prescott, AZ. (928) 778-6906.

2. Client hires Attorney to represent Client on the terms of this agreement in a Chapter 13 Bankruptcy to be filed by Client.

Payments for advice before hiring attorney.	\$
Attorney is hired and will take creditor calls and start work only when this signed agreement and this first payment are accepted by Attorney. Fees are earned when paid.	\$
This amount must be paid within 30 days after the first payment. Fees are earned when paid.	\$
This amount must be paid within 60 days after the first payment. Fees are earned when paid.	\$
Total fees that must be paid before the case is filed.	\$
Client must pay the court filing fee, IN EXACT CHANGE CASH, OR CASHIERS CHECK/MONEY ORDER PAYABLE TO "Daniel Furlong" on the day the bankruptcy is filed with the court. Attorney will send this money to the court.	\$310
Remaining attorneys fees to be paid by chapter 13 trustee from plan payments. If bankruptcy is dismissed or converted to another chapter, Client instructs trustee to pay these fees to Attorney from any plan payments or other money held by trustee. Fees are earned when paid.	\$

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THIS AGREEMENT/QUOTE OFFERED BY \_\_\_\_\_ Date: \_\_\_\_\_  
Daniel F. Furlong

DATED AND SIGNED BY CLIENT(S) :

x \_\_\_\_\_ x \_\_\_\_\_ Date: \_\_\_\_\_

Phone numbers \_\_\_\_\_

email: \_\_\_\_\_

mailing address: \_\_\_\_\_