

The Law Offices of  
Mark A. Bandy, P.C.  
A Professional Corporation

In re: Bankruptcy Engagement Letter

Dear Client:

This correspondence confirms the engagement of the Law Offices of Mark A. Bandy, P.C., in regards to your bankruptcy. Your representation by this firm is subject to an immediate and thorough examination of any possible conflict of interest. If a conflict of interest arises, the undersigned attorney will immediately inform you and may withdraw from said representation. Subject to that condition, we agree to represent you upon the following terms:

1. **Client.** This Letter of Engagement sets forth the understanding between the Law Offices of Mark A. Bandy, P.C., and you, the "Client". We will not be deemed to represent any other person or entity, or any other officer or employee of Client unless otherwise agreed to by us in writing.

2. **Scope of Services.** We will provide the legal services reasonably required to represent you with respect to your individual bankruptcy. We will take reasonable steps to keep you informed of our progress and to respond to your inquiries. We understand that you rely on other law firms in connection with other specific legal work and that you may engage other firms for such other matters; accordingly, our services and responsibilities are limited to the specific matters for which you request our services.

3. **Charges for Services.** If you are filing a Chapter 7 bankruptcy, the attorney's fee is \$1,500.00 and the filing fee is \$335.00. If you are filing a Chapter 13 bankruptcy, the attorney's fee is \$4,500.00 and the filing fee is \$310.00. The foregoing fees are payment for the following services: Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

The following services are NOT included with payment of the foregoing fees: Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding. We will notify you before we undertake any services on your behalf that are not included in the fees specified herein.

4. **Outcome and Contingency.** We cannot guarantee any particular outcome in legal matters but we do believe that with the proper planning and full disclosure on your part, we should be able to achieve your objective of a successful discharge from bankruptcy. However, nothing in this agreement and nothing in our statements to you should be construed as a promise or guarantee about the outcome as we cannot always anticipate the responses of your creditors.

The Law Offices of Mark A. Bandy, P.C.

102 Brandywine Rd.  
Savannah, Georgia 31405

Telephone: 912-509-7015  
E-mail: mark@markbandylaw.com

5. **Client's Cooperation.** The attorney-client relationship is one of mutual trust and confidence. We do our best to see that our clients are satisfied with our services. Whenever you have any questions or comments regarding our services, or the state of your file(s), or whenever any new facts or considerations come to your attention, you should contact the undersigned attorney or any other attorney with whom you are working. By this agreement, you agree to cooperate with this law firm and provide all information known to you or available to you, which in the opinion of this law firm would aid in its representation of you in this matter. You further agree to notify this law firm immediately of any change in your address or contact information, to review all documentation sent to you by this law firm, and to promptly and thoroughly participate in the preparation and/or production of any documents requested of you.

6. **Termination of Engagement.** This law firm and the undersigned attorney may withdraw from your representation and terminate this agreement at any time, if you, as the client: (a) insist on presenting a claim or defense which is not warranted under existing law and cannot be supported by a good faith argument for modification or reversal of existing law; (b) personally seek to pursue an illegal course of conduct; (c) fail to cooperate with or assist the law firm on any material matter when requested by the attorney to do so; (d) make an inaccurate, false or misleading statement or representation to the attorney; (e) insist that the law firm pursue an illegal or unethical course of conduct; or (f) fail to pay any fees or costs in this matter within thirty (30) days after your receipt of a statement.

You may discharge the Law Offices of Mark A. Bandy, P.C. and terminate this agreement at any time. In the event of withdrawal or discharge of the Law Offices of Mark A. Bandy, P.C., you expressly agree that the Law Offices of Mark A. Bandy, P.C. shall be entitled to payment for the full value of its time expended, plus all expenses incurred in representing you through the date of such termination, all of which shall be due and payable at the time of receipt of a statement from the Law Offices of Mark A. Bandy, P.C. for such fees and expenses. You will further be required to pay the law firm for the time expended to turn over your file and other information to you or substitute counsel.

In any of these events, you will execute such necessary documents as will permit this law firm and the undersigned attorney to withdraw as your legal counsel from any pending matters.

7. **Retention of Files.** When termination of our engagement occurs, documents and property that you have provided to us will, at your request, be returned to you promptly. Copies of documents we have created for you, which you may need but no longer have, will be made available to you. Our drafts and work product will belong to us. We reserve the right, subject to any applicable laws or rules of professional responsibility to the contrary, to destroy within a reasonable time any items described in this paragraph that are retained by us.

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Savannah, Georgia 31405

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E-mail: mark@markbandylaw.com

8. **Your Consent.** Please read the terms set forth in this letter carefully and make certain that you understand them. Unless otherwise agreed in writing between you and us, you consent to these terms. If you have any questions or desire any clarification concerning any of the matters discussed in this letter agreement, please contact the undersigned attorney, so you have no uncertainties on the nature and scope of our fee arrangements.

If the terms set forth above are acceptable to you, please indicate your acceptance of such terms by signing, dating, and returning this letter to us. Please keep a copy for your records.

If we do not receive the signed copy of this agreement and the required attorney's fee and filing fee within 15 calendar days, we will not file your bankruptcy petition and we will assume that you have obtained other counsel and shall mark your file "closed" and take no further actions on your behalf.

We look forward to representing you and sincerely appreciate your selection of our firm.

Very truly yours,

THE LAW OFFICES OF  
MARK A. BANDY, P.C.

Mark A. Bandy

The engagement of the Law Offices of Mark A. Bandy, P.C. as set forth in this Letter of Engagement is hereby acknowledged, agreed and accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Print Your Name

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Print Your Name