

FULLY EARNED FLAT FEE SCHEDULE
FOR STUDENT LOAN LITIGATION IN BANKRUPTCY

Attorney Fees -

OPTION 1 - Lump sum payment of \$4,750.00

OPTION 2 - Payment of \$5,500.00 – payable at
\$500.00 a month until paid in full.

Costs –

If needed – motion to reopen - \$260.00

Proceeding to discharge the loan - \$350.00

Thank you for looking to the Law Office of Brian D. Shapiro, LLC (“Attorney” or “Law Firm”) to represent you (the “Client”) in attempting to discharge your student loans in bankruptcy court. The purpose of this letter is to confirm the terms of the Law Firm engagement (“Agreement”). Please review and if acceptable, initial each page and sign the last page and return with the applicable fee plus costs.

1. WHEN IS THIS AGREEMENT EFFECTIVE?

This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement, pays the agreed fee and the Agreement is signed by the Attorney. A fully executed copy of this Agreement will be provided to you.

2. WHAT IS MY ATTORNEY GOING TO TRY TO ACCOMPLISH?

Client is hiring Attorney to provide legal advice and services pertaining to the potential of discharging all and/or part of the Client’s student loans.

3. WHAT ARE BOTH OF OUR RESPONSIBILITIES?

Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and developments, and to respond promptly to inquiries and communications. Client agrees to keep Attorney informed of any information and developments which may come to Client’s attention; cooperate with the Attorney, provide and obtain all information needed to assist Attorney in attempting to discharge the student loans (obtaining loan records, medical records, bank records etc.) and to abide by this Agreement.

4. IS THERE A RETAINER OR A DEPOSIT?

A retainer is money that you put in the Law Firm’s Trust Account to pay for costs and attorney fees. Except for the costs which will be initially deposited into the Law Firm’s Trust Account, there is no retainer required in this case. The Law Firm works on a fully earned flat fee plus the costs of filing suit and if applicable, the cost to reopen your bankruptcy case.

5. WHAT IS IT GOING TO COST AND WHAT DOES IT COVER??

Client agrees to pay the Attorney on a fully earned flat fee basis plus the cost of filing suit and if applicable, the cost of reopening your bankruptcy case. This fee covers all proceedings for the trial but does not cover any appeal.

The flat fee is fully earned for a variety of reasons. First, the retention of the Law Firm, who previously represented student loan companies, prevents the Law Firm from representing student loan companies in other matters. Second, the general hourly rate that the Law Firm charges is \$515.00 per hour for attorneys and \$150.00 per hour for paralegals. The fully earned flat fee reduces the Law Firm's overhead in bookkeeping, collection costs, and keeping track of hourly time. This savings is passed onto you in the form of a fully earned flat fee. Third, the fully earned flat fee provides you with the comfort of knowing what that the legal services are costing you to take this matter to trial (a fixed rate), and nothing will change such rate. In the event that either the Client and/or the Student Loan Company decides to appeal the decision by the trial judge, then an additional agreement must be reached with the Attorney to assist in such appeal.

If you are able to pay the fully earned flat fee in one lump payment, then such fee is \$4,750.00 plus the applicable costs.

If you are unable to pay a lump sum, then the Law Firm is agreeable to handle your matter for a fully earned flat fee of \$5,500.00 plus the applicable costs. The fully earned flat fee is payable in the following installment payments of \$500.00 a month. The first payment on the fully earned flat fee will also include the applicable costs.

The costs are dependent on whether your bankruptcy case must be reopened. If your bankruptcy case has been closed, a motion to reopen must be filed and a reopening fee must be paid to the Bankruptcy Court. As of July 2018, the cost charged by the Bankruptcy Court to reopen a bankruptcy case is \$260.00. As of July 2018, the cost to file a proceeding to discharge your student loans is \$350.00.

Based upon a review of your case, it has been determined that the following costs are associated with your matter.

Yes or No (circle one) \$260 (reopen – if applicable) plus \$350.00 to file the proceeding for a total of \$610.00 or \$350.00 (circle one).

You have also agreed to pay the fully earned flat fee in the following method (this is in addition to the costs that are due at the same time)

_____ \$4,750.00 – Lump Sum Payment plus costs for a total of _____.
Or

_____ \$5,550.00 plus costs– at \$500.00 a month due on the _____ day of each month beginning on _____ and the same day of each subsequent month until the full amount is paid. The first month payment will be \$500.00 plus costs for a total of _____.

6. WHAT ARE THE COSTS?

Attorney will not charge you any additional costs over and above the costs incurred in filing the motion to reopen and/or the cost to file a proceeding to discharge the student loans.

7. WHAT IS THE PROCESS TO DISPUTE THE FEES AND COSTS?

Attorney and Client acknowledge that it is extremely important for both parties to have forthright communications. As such, the Law Firm urges you to communicate with Attorney to discuss any issue you have as to fees and costs (or any other matter). As the Law Firm is charging a fully earned flat fee plus the costs, it is our hope that this type of upfront billing will avoid any dispute in the fees and costs. If you dispute the fees and costs, then please see the paragraph on how we can resolve disputes through the State Bar of Nevada.

8. CAN THE ATTORNEY REPRESENT THE CLIENT IN ANY OTHER MATTER?

Attorney is representing Client only on the matter described in this Agreement. If the Client desires the Attorney to represent the Client in any other matter, then a separate written agreement will be reached.

9. COULD THE CLIENT BE LIABLE FOR THE OTHER PARTIES ATTORNEY FEES AND COSTS?

Client understands that if Client's case proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such award will be entirely the responsibility of Client.

10. CAN THE CLIENT OBTAIN A DIFFERENT ATTORNEY AND CAN MY ATTORNEY STOP REPRESENTING THE CLIENT?

Client may discharge Attorney at any time. Just provide the Law Firm with written notice and Attorney will request the Court to permit him to withdraw. Attorney may withdraw from representation of Client (a) with Client's consent, (b) upon court approval, or (c) if no court action has been filed, for good cause and upon reasonable notice to Client. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter, or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.

Notwithstanding Attorney's withdrawal or Client's notice of discharge, and without regard to the reasons for the withdrawal or discharge, the fully earned fee will not be returned and any costs incurred and paid will not be refunded.

11. WHAT HAPPENS WHEN THE CASE IS DONE?

When Attorney's services conclude, all unpaid charges (unless you are on a payment plan, there should be none) will immediately become due and payable. Attorney is authorized to use any funds held in Attorney's trust account as a deposit against costs and fees to apply to such unpaid charges. After Attorney's services conclude, upon request, Client's file and property will be delivered to Client, or Client's other attorney, whether or not Client has paid any fees and/or costs owed to Attorney.

12. CAN THE AGREEMENT BE CHANGED?

This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. IS THERE A GUARANTY?

Nothing in this Agreement and nothing in Attorney’s statements to Client will be construed as a promise or guarantee about the outcome of this matter. Attorney makes no such promises or guarantees. There can be no assurance that Client will prevail. Attorney’s comments about the outcome of this matter are expressions of opinion only. Client acknowledges that Attorney has made no promise or guarantees about the outcome.

14. WHAT HAPPENS IF WE HAVE A DISPUTE?

To the extent that there is a dispute as to the services and/or amount of fee incurred by Attorney, such dispute shall be resolved by the Nevada State Bar Fee Dispute Resolution Service. Both parties consent to the utilization of such service and both parties waive any and all fees and costs incurred in prosecuting and/or defending such action.

THE CLIENT HAS READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREES TO THEM. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE JOINTLY AND SEVERALLY FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

THE TERMS ARE HEREBY AGREED:

DATED: _____

By: _____
Address: _____

(Cell)
(E-Mail)

DATED: _____

Law Office of Brian D. Shapiro, LLC

By: _____
Brian D. Shapiro, Esq.