

MEMORANDUM

To:

Re: **Requirements of the Bankruptcy Abuse Prevention and Consumer Protection Act (“BAPCPA”) of 2005 / § 528(a)(1) of the Bankruptcy Code**

The bankruptcy law that requires that we comply with various requirements contained in § 528(a)(1). Among those requirements is that we sign a written contract that explains our services, fees or charges and the terms of payment.

SERVICES, FEES & CHARGES and TERMS

You have requested we meet with you for an initial consultation only. Our comprehensive initial consultation is offered for a flat rate of \$200.00 / Cossitt or \$100/Greenwell (up to one full hour) payable at the outset of our meeting. The purposes of the initial consultation and scope of our employment is limited to:

- Reviewing your asset (property) and liability (debts) structure;
- Reviewing your income and expenses;
- Discussing your problems, concerns, and goals for resolving those problems;
- Explaining solutions, costs, and pros and cons of your choices in addressing your problems

Anything you tell me during the initial consultation is confidential under the attorney/client privilege. It is important that you honestly and frankly share with me all of the details of your financial situation. Please remember that I do not represent you on anything other than an initial consultation until you expand the scope of our employment and we sign another written fee agreement for that purpose.

Our services, fees & charges, and terms are set forth in our Rates & Terms Schedule that was mailed to you and which is attached to this memo. Any fee estimate

we provide during the initial consultation is subject to the same limitation as our “advice”, as follows:

Our legal opinions fall into two types: a) “**advice**” based on our general knowledge of the law & our experience; and b) “**opinions**”, expressed in writing and signed by me. “**Advice**” is merely guidance, should not be relied upon and does not provide the same level of assurance as an “opinion”. “**Opinions**” are provided only after a full factual investigation and adequate legal research. Although I have given you advice on various aspects of your case, including cost and fee estimates, I have offered no opinions and make no guarantee or warranties as to the successful outcome of the case or the aggregate cost.

DUTIES TO PROSPECTIVE CLIENTS

Montana Rule of Professional Conduct (MRPC) 1.20 provides specific duties that relate to prospective clients. In general, it states that if I receive information from you that could be significantly harmful to you, I may not represent another person with interests materially adverse in the same or a substantially related matter. You and I agree that your general and summary disclosure to me regarding: 1) your assets (property) and liabilities (debts) structure; 2) your income and expenses; and 3) your problems, concerns, and goals for resolving those problems is not information that can be significantly harmful to you. We also agree that if you do not retain me within 6 months from the date we meet, I am free to represent any of your creditors should they contact me.

CONFIRMATION OF RECEIPT OF DOCUMENTS

Some time ago you called and requested information relating to bankruptcy from us. This will confirm we mailed (and you received) the following documents:

- 1) Pamphlet entitled Bankruptcy Information
- 2) Pamphlet entitled Bankruptcy Notices
- 3) Bankruptcy Code § 527(b) notice, verbatim from that section
- 4) Rates & Terms Schedule
- 5) Bankruptcy Initial Consultation sheet
- 6) Blumberg Excelsior Bankruptcy pamphlet entitled “When you can’t pay your debts”
- 7) This § 528(a)(1) services & fees memorandum

AGREED & ACCEPTED: _____ DATE: _____

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