

MEMORANDUM

To: _____

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

Date: _____, 200__

The new 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 \$100.00 (up to one full hour). The purposes of the initial consultation and scope of our employment is limited to:

- To review your asset (property) and liability (debts) structure, your income and expenses;
- To discuss your problems, concerns and your goals for resolution of those problems;
- To explain solutions to your problems, the costs and the pros and cons of your choices.

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 make no guarantee or warranties as to the ultimate successful outcome of the case or the aggregate cost.

DUTIES TO PROSPECTIVE CLIENTS

Montana Rule of Professional Conduct (MRPC) 1.20 provides duties to prospective clients such as yourself. In general, it states that I may not represent another person with interests materially adverse in the same or a substantially related matter if the I receive information from you that could be significantly harmful to you. You and I agree that your general and summary disclosure to me of: 1) your assets (property) and liabilities (debts) structure, your income and expenses; and 2) your problems, concerns and your goals for resolution of those problems is not information that could be significantly harmful to you. We also agree that if you do not retain me within 6 months from the date we meet that 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) Introductory Memo dated 9/13/05
- 2) § 527(a)(1) Notice to Individual Consumer Debtor (AO form B-201)
- 3) § 527(a)(2) notice, Memo re: info required by § 527(a)(2)
- 4) § 527(b) notice, verbatim from that section
- 5) § 527(c) notice, from that section
- 6) Rates & Terms Schedule 9/13/05 version
- 7) Bankruptcy IC sheet, 1/13/05 version
- 8) Blumberg Excelsior BKC pamphlet

AGREED & ACCEPTED: _____

DATE: _____

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