IN THE UNITED STATES BANKRUPTCY COURT FOR THE
WESTERN DISTRICT OF MISSOURI

IN RE:	)	
	)	
	)	Case No.
	)	
	)	
Debtor(s).	)	

RIGHTS AND RESPONSIBILITIES AGREEMENT BETWEEN CHAPTER 13 DEBTORS AND THEIR ATTORNEYS

It is important for persons who file a Chapter 13 bankruptcy case to understand their rights and responsibilities. It is also important for them to know what their attorneys' responsibilities are and the necessity of communicating openly with their attorneys to make the case successful. Attorneys' clients also are entitled to expect certain services to be performed by their attorneys. In order to assure that clients and their attorneys understand their rights and responsibilities in the bankruptcy process, the following Rights and Responsibilities have been adopted by the Bankruptcy Court for the Western District of Missouri. The signatures below indicate that the responsibilities outlined in the agreement have been accepted by the Clients and their attorneys. Nothing in this agreement is intended to modify, enlarge or abridge the rights and responsibilities of a "debt relief agency," as that term is defined and used in 11 U.S.C. § 101, et. seq.

Unless otherwise ordered by the Court, any attorney retained to represent you in a Chapter 13 case is responsible for representing you on all matters arising in the case unless otherwise agreed as to adversary proceedings and conversions to another Chapter of the Bankruptcy Code. The attorney is not, however, obligated to represent you in an appeal to another Court. The attorney may not withdraw from a bankruptcy case in this District unless (a) the attorney and you agree to the attorney's withdrawal and another attorney enters the case on your behalf, or (b) the case is converted to another Chapter of the Bankruptcy Code; or (c) the Court, after notice and a hearing, approves an attorney's motion for withdrawal or substitution of attorneys. When appropriate, the attorney may apply to the Court for compensation that is additional to the maximum initial fees set out in this agreement.

I. BEFORE THE CASE IS FILED, YOU AGREE TO TIMELY:

1. Discuss with your attorney your goals in filing the case.

2. Cooperate with your attorney in preparing all required bankruptcy papers and documents, thoroughly reviewing drafts of documents, and advising your attorney of corrections needed.

3. Provide your attorney with all documentation he or she requests, including but not limited to accurate copies of the following documents:

    a. Certificate of Credit Counseling, together with the debt repayment plan, if any, prepared by the nonprofit budget and credit counseling agency that provided individual counseling services to you prior to bankruptcy.

    b. Proof of income you received from all sources in the 6-month period before your case was filed. Some examples include paycheck stubs, Social Security statements, worker's compensation payments, income from rental property, pensions, disability payments, self-employment income, child and spousal support, and other payments. If you are self-employed or own a business, you should provide report(s) disclosing monthly income and expenses for the 6-month period before the filing date.

    c. If another person is expected to contribute to your Chapter 13 case, proof of that person's income and ability to pay.

    d. Copies of federal and state income tax returns, or transcripts of returns, for the most recently ended tax year, as well as any other returns requested by your attorney.

    e. Proof of your identity and Social Security number. Some examples are your driver's license, passport, or other document containing your photograph.

    f. A record of your interest, if any, in an educational individual retirement account or a qualified State tuition program.

    g. The name, address and telephone number of any person or state agency to whom you owe back child or spousal support or make current child or spousal support payments. Include all supporting documents for the payments. Some examples of supporting documents are a court order, a declaration of voluntary support payments, a separation agreement, a divorce decree, and a property settlement agreement.

    h. Any insurance policies requested by your attorney.

    i. Documents relating to any inheritance to which you are entitled.

j. Documents relating to any legal action in which you are a party.

II. AFTER THE CASE IS FILED, YOU AGREE TO TIMELY AND PROMPTLY COMPLY WITH ALL APPLICABLE CHAPTER 13 RULES AND PROCEDURES, INCLUDING BUT NOT LIMITED TO:

1. Keep the chapter 13 trustee and your attorney informed of your current address and telephone number and employment status.

2. Attend the § 341(a) meeting of creditors at the time(s) ordered.

3. Make all required Chapter 13 plan payments on time.

4. Sign a payroll deduction order, if one is required.

5. Inform your attorney of any change in your marital status, the commencement of any child support or spousal support obligation, or any change in any existing child support or spousal support obligation.

6. Inform your attorney of any wage garnishments, seizure of assets or liens that occur or continue after the filing of your bankruptcy case.

7. Contact your attorney if you lose your job, if your income increases, if you have new or unexpected financial problems, or if you receive (or find out that you might be entitled to receive) any money or property from an inheritance or legal action.

8. Inform your attorney of any change in a creditor's address or in the amount of any payment you are required to make.

9. Keep records of all mortgage payments you make to secured creditors during the case.

10. Provide copies of all federal and state tax returns or transcripts to your attorney when requested, and pay over to your attorney or the trustee, as directed, the nonexempt portion of any tax refunds.

11. Contact your attorney if any tax refunds are seized or are not received when expected.

12. Contact your attorney if you are sued during the case or if you file a lawsuit or intend to settle any dispute relating to events that occurred either before or after

the filing of your bankruptcy case.

13. Contact your attorney before buying or selling any real estate, before buying or selling any unencumbered personal property with a value of more than $2,500.00, or before incurring any debt in excess of $2,500.00. Requests to incur debt of $2,500 or less may be submitted directly to the Chapter 13 trustee.

14. Provide on a timely basis all information or documentation requested by your attorney, including all information needed to respond to any motion or objection seeking relief in your bankruptcy case.

15. Provide your attorney with all documentation necessary to comply with any audit request.

16. Respond promptly to all communications from your attorney.

III. BEFORE THE CASE IS FILED, YOUR ATTORNEY AGREES TO PROVIDE ALL SERVICES NECESSARY FOR REPRESENTATION, INCLUDING BUT NOT LIMITED TO:

Attorney will personally:*

1. Meet with you to review your assets, liabilities, income, and expenses.

2. Counsel you regarding the advisability of filing either a Chapter 13 or a Chapter 7 case, discuss bankruptcy procedures, and answer your questions.

3. Review the completed bankruptcy petition, statements, schedules, and all amendments with you.

4. Explain to you that the attorney is being engaged to represent you on all matters arising in the Chapter 13 case, and reach an agreement with you on whether the attorney is to represent you in adversary proceedings that might be filed in the case, or if the case is converted to another Chapter.

5. Explain to you the attorney's fees that are being charged in the case, how and when those attorney's fees are determined and paid, and whether additional fees will be charged for representation in adversary proceedings that might be filed in the case, or in the event the case is converted to another Chapter.

6. Explain to you which payments must be made directly to creditors by you and which payments will be made through the Chapter 13 plan.

7. Explain to you how, when, and where to make the Chapter 13 plan payments.

8. Explain to you how, when, and where to make your mortgage payments after the bankruptcy case is filed.

9. Advise you of the need to maintain appropriate insurance, such as homeowner's insurance on your home and liability, collision, and comprehensive insurance on vehicles that are leased or are security for a loan.

10. Provide a fully signed copy of this agreement to you.

With the assistance of staff under his or her supervision, your attorney will:

11. Verify the number and status of any prior bankruptcy case(s) filed by you or any related entity.

12. Timely prepare and file your petition, statements, schedules, required documents and certificates, and all necessary amendments to these filings.

* The term "personally" means that the described service will be performed only by an attorney who is a member in good standing of the Bar and admitted to practice before the bankruptcy court. The service shall not be performed by a non-attorney even if that individual is employed by the attorney and is under the direct supervision and control of that attorney.

IV. AFTER THE CASE IS FILED, YOUR ATTORNEY AGREES TO PROVIDE ALL SERVICES NECESSARY FOR REPRESENTATION, INCLUDING BUT NOT LIMITED TO:

1. Advise you of the requirement to attend the § 341(a) meeting of creditors and inform you of the date, time, and place of the meeting. In the case of a joint filing, inform you and your spouse that both of you must appear at the meeting.

2. Inform you that you must be punctual for the § 341(a) meeting of creditors or the meeting may be continued to a later date.

3. Attend the § 341(a) meetings and any court hearings, either personally or through another attorney from his or her firm or through an appearance attorney who has been adequately briefed on the case.

4. Advise you if an appearance attorney will stand in for him or her at the § 341(a) meeting or any court hearing, and explain to you in advance, if possible, the role and identity of the appearance attorney. In any event, it is your attorney's

responsibility to adequately prepare the appearance attorney for the meeting or hearing by providing all documents and information in sufficient time to allow for proper representation of you.

5. Serve the Chapter 13 plan on all creditors and other parties on a timely basis.

6. Submit to the Chapter 13 trustee on a timely basis properly documented proof of all sources of income for you.

7. Notify you on a timely basis if any pleading seeking relief against you is filed. This notification shall specify a deadline by which you should contact your attorney to discuss a response to the pleading and may state that if you do not contact the attorney timely, such attorney may choose not to file a response. Such notification should explain the potential consequences of not filing a response to the pleading.

8. If your attorney is contacted by you on a timely basis, as provided in paragraph 7, such attorney will timely respond in an appropriate manner to any pleading seeking relief against you.

9. Prepare, file, and serve on a timely basis any necessary amended statements and schedules and any change of address, based on information provided by you.

10. Monitor all information filed in your case for accuracy and completeness, including but not limited to reviewing the order of confirmation, the claims register, and notices concerning the payment of claims, and promptly notify the trustee of any problems or discrepancies.

11. File objections to claims when appropriate.

12. Prepare and file proofs of claim for creditors when appropriate.

13. Prepare, file, and serve timely motions to modify the plan after confirmation, when necessary.

14. Explain to you that additional legal fees may be charged for filing or responding to motions after confirmation, and explain that the fees for those services are set or approved by the Court.

15. Prepare, file, and serve motions to buy, sell, or refinance real estate or personal property, when appropriate.

16. Prepare, file, and serve any other motion that may be necessary to appropriately

represent you in the bankruptcy case, including but not limited to motions to impose or extend the automatic stay, motions to avoid liens on real or personal property, and motions to value the collateral of secured creditors.

17. Respond promptly to your questions and communications throughout the term of the plan, and provide all other legal services that are necessary for the administration of the bankruptcy case.

18. Unless otherwise agreed before the bankruptcy case is filed, your attorney will represent you in adversary proceedings, including but not limited to objections to discharge and/or dischargeability. Unless otherwise agreed before the case is filed, your attorney will also continue to represent you if the case is converted to another Chapter of the Bankruptcy Code. The attorney is not, however, obligated to represent you in an appeal to another Court.

19. If your attorney has not been retained to represent you in adversary proceedings, and an adversary proceeding is then filed against you, the attorney will, within 7 days after receiving notice of the adversary proceeding, explain to you the estimated cost of providing representation in the adversary proceeding, the risks and consequences of an adverse judgment, and the risks and consequences of proceeding without counsel. In addition, the attorney shall advise you of the date by which a response to the adversary proceeding is due in order to avoid a judgment being entered against you based on your failure to respond. And, the attorney shall advise whether you may be eligible to participate in a program in your part of the district to provide eligible debtors with attorneys at no or reduced charge, and who to contact about participation in such a program.

20. Advise you of the requirement to complete an instructional course in personal financial management, and the consequences of not doing so.

21. Represent you at a discharge hearing, if required.

22. Represent you in connection with any audit request.

V. ALLOWANCE AND PAYMENT OF ATTORNEYS' FEES

The guidelines in this District for payment of attorneys' fees in Chapter 13 cases without a detailed fee application provide for maximum initial fees of $4,100 for legal services provided up to confirmation of the Chapter 13 Plan, in a below median family income case ($4,600 in an above median family income case.) In this case, the parties agree that the fee for these pre-confirmation services will be $_____, payable as follows:

_____

_____

Such fee does/does not (circle the appropriate verb) include representation in adversary proceedings and does/does not include representation if the case is converted to another Chapter. (If neither is designated, representation is included.)

Fees for post-confirmation services are subject to court approval, based on the schedule contained in Local Rule 2016-2(F), or based on actual time records submitted by the attorney.

Other than the initial retainer, your attorney may not receive fees directly from you. All other fees due shall be paid through the Chapter 13 Plan unless otherwise ordered by the Court.

If you dispute the legal services provided or the fees charged by your attorney, you may file an objection with the court. Should your attorney's continued representation create a hardship, such attorney may seek a court order allowing him or her to withdraw from the case. Under Local Rule 2091-1, such attorney will not be allowed to withdraw until another attorney enters the case, unless good cause is shown to permit the withdrawal.

Client's Signature. By signing this agreement, you certify that you have read the agreement and understand and agree to carry out the terms of the agreement to the best of your ability, and that you have received a signed copy of the agreement.

Attorney's Signature. By signing this agreement, your attorney certifies that, before the case was filed, he or she personally met with you and counseled and explained to you all matters as required by this agreement.

_____ _____

Debtor Date

_____ _____

Debtor Date

_____ _____

Attorney Date

Instructions: Do not file with the court. Instead file a Debtor Attorney Certification re Rights. This is a text only entry and does not require an attached pdf document.

ECF Event: **Bankruptcy>Other>Debtor Attorney Certification re Rights (text)**