

## AGREEMENT FOR SERVICES

This Agreement for Services is made between \_\_\_\_\_ Attorney at Law, located at \_\_\_\_\_ (hereinafter referred to as "Attorney") and Kris Leahey, ExpressBK1.com, (hereinafter referred to as "Virtual Bankruptcy Assistant") on this date \_\_\_\_\_.

### Attorney Responsibilities

1. Attorney will ensure that debtor(s) have completed the mandatory Credit Counseling Requirement.
2. Attorney will have client(s) complete Client Intake Forms provided by Virtual Bankruptcy Assistant.
3. When Client Intake Forms are returned to the Attorney by client(s), Attorney must review the Client Intake Forms to ensure all information has been properly completed.
4. Attorney is responsible for gathering the following documents:
  - a. 6 months of paycheck stubs from debtor(s)
  - b. Copies of titles to all motor vehicles
  - c. Recorded Mortgage and Deed for all real property
  - d. Copies of any lawsuits filed within the past two (2) years.
  - e. Copies of all life insurance policies owned by debtor(s)
  - f. Federal income tax returns for past two (2) years.
  - g. Separation agreements or decrees of dissolution or divorce within the past one (1) year
  - h. All documents relating to retirement accounts.
  - i. Security agreements, financing statements and personal property leases.

- j. Stock certificates, bonds, credit union and passbook savings accounts, and statements evidencing investments or savings.
- k. Evidence of value of real estate (i.e. appraisal dated no later than one (1) year prior to filing bankruptcy.)
- l. Evidence of Credit Counseling Certificate within 180 days from the date of filing.

**Documents verifying debtor(s) interest in any future property.**

5. Attorney provides Virtual Bankruptcy Assistant with the following:

a. Completed Client Intake Forms

6 Months of Paycheck Stubs

Federal income tax returns for past two (2) years

Copies of any lawsuits filed within the past two (2) years.

Copies of any foreclosures, wage garnishments and any court pleadings.

These documents may be delivered to Virtual Bankruptcy Assistant in any of the following methods:

**By mail:**

ExpressBK1  
470 CR 3340  
Kempner, TX 76539

**By email at:**

[kleahey1@gmail.com](mailto:kleahey1@gmail.com)

**By fax:**

tba

## **Virtual Bankruptcy Assistant Duties:**

1. Input of all data from Client Intake Forms into Best Case software.
2. Compiling a list of questions for debtor(s) to obtain the additional detailed information not provided on Client Intake Forms.
3. Contacting debtor(s) at a time convenient to them in order to obtain additional information (similar to a Client intake Interview.)

**Note:** Virtual Bankruptcy Assistant is well versed in the knowledge of unauthorized practice of law. Virtual Bankruptcy Assistant will never provide legal advice to Attorney's debtor(s) when Virtual Bankruptcy Assistant contacts debtor(s) for any reason. Instead, Virtual Bankruptcy Assistant's contact with the debtor(s) is solely to gather information. If the debtor(s) should have a question regarding a legal matter, Virtual Bankruptcy Assistant will make a note for the Attorney and email the question(s) while retaining a copy of the email in the debtor(s) file.

4. Internet search for all motor vehicles titled in debtor(s) name within county of residence.
5. Market values of all motor vehicles from Kelly Blue Book website.
6. Internet search for all real property in debtor(s) name within county of residence.
7. Internet search for all criminal records in debtor(s) name within county of residence.
8. Internet search for other lawsuits in debtor(s) name within county of residence.
9. Return draft of bankruptcy petition to Attorney for review.
10. Return of Attorney Cover Sheet detailing potential problems or questions for the Attorney regarding case.
11. Changes made to draft of bankruptcy petition per Attorney's instructions.
12. Return of PDF, (Bankruptcy Pro, Best Case, EZ Filing) of completed bankruptcy petition

and all schedules.

13. Electronic filing of bankruptcy petition upon acceptance if requested by Attorney should the attorney provide pacer information to the Virtual Bankruptcy Assistant.

14. Monitoring of case on PACER for an additional \$50.00 fee if requested by Attorney.

15. Maintenance of confidential debtor file at location of Virtual Bankruptcy Assistant which helps to provide a "back up" for Attorney as well as information for Virtual Bankruptcy Assistant to complete other work as assigned by Attorney. Confidential file will be released to Attorney upon request.

### **Additional Fees for Expiration of Means Test**

When the Virtual Bankruptcy Assistant submits a final bankruptcy petition to the Attorney, the Attorney has thirty (30) days to review the petition and make any changes before filing. However, if Attorney does not review the finished petition within thirty (30) days the Means Test will expire and the petition cannot be filed. In order to file the petition, the Virtual Bankruptcy Assistant must contact the client, obtain the updated figures for income, expenses, and other assets, and make changes to most of the Schedules and Forms of the bankruptcy petition. To compensate Virtual Bankruptcy Assistant for the additional time it takes to prepare the updated Schedules and forms, there will be an additional \$50.00 charge to the Attorney if he or she allows the Means Test to expire.

## **Payment for Services**

There is no down payment required by Attorney to utilize the services of the Virtual Bankruptcy Assistant. This is done to assure the Attorney's satisfaction with Virtual Bankruptcy Assistant's services. However, after the petition has been finalized and accepted by Attorney, Virtual Bankruptcy Assistant will invoice the Attorney for payment.

The Attorney has fourteen (14) days from the date of the invoice to pay the balance in full. If payment has not been made within fourteen (14) days of the original invoice date, a late fee of ten percent (10%) will be assessed on a monthly basis for a period of no later than sixty (60) days.

Any invoice not paid by Attorney within thirty (30) days of the original date of the invoice will cause all services by the Virtual Bankruptcy Assistant to cease until the entire arrearage balance is paid in full.

## **Confidentiality Agreement**

The Virtual Bankruptcy Assistant agrees to maintain in confidence and not to disclose any confidential client information received from the Attorney other than to employees or agents who have a need to know the confidential information and approved by Attorney for release. Unless instructed by the Attorney, the Virtual Bankruptcy Assistant further agrees not to make any copies in whole or in part of confidential information or analyze samples of tangible materials included therein, which are not available on the open market or from other sources, for any purposes and will, upon request by the Attorney, return all tangible materials furnished hereunder and any notes or memoranda of conversations relating thereto, including any copies thereof.

## **Signatures**

Both parties agree to the terms set forth in this Agreement for Services and attest that both have retained a copy of this document for their own records. By signing below, we both affirm that the statements in this document are true and correct to the best of our knowledge.

\_\_\_\_\_  
**Kris Leahey ExpressBK1.com**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Attorney**

\_\_\_\_\_  
**Date**

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Website: [www.expressbk1.com](http://www.expressbk1.com)