Law Office of Mark S. Roher, P.A.

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RETAINER AGREEMENT FOR CHAPTER 7 BANKRUPTCY REPRESENTATION

This Agreement is executed on March 5, 2025, by and between Mark S. Roher, P.A. a/k/a the Law Office of Mark S. Roher, P.A. (the "Attorney") and Roger Barry Davis (the "Debtor" or "you" or "Bankruptcy Client", whether one or more parties). The parties agree as follows:

1. Type of Bankruptcy.

Debtor retains Attorney to file a chapter 7 bankruptcy case.

2. Base Attorney Fee.

We have agreed that the base fee to compensate Attorney for preparing and filing your chapter 7 bankruptcy case and to cover the court filing fee is $2,838.00 (the "Base Fee"). The Base Fee is deemed earned upon receipt and not refundable to the Debtor. On March 5, 2025, the Debtor's son, Craig Davis, paid the Base Fee in full on behalf of the Debtor.

The Base Fee is based on the following assumptions:

(a) Within fourteen (14) calendar days of the date of this agreement, the Debtor will (i) provide the Attorney with complete and accurate data, including the data used in connection with the "means test" provisions under section 707(b) of the Bankruptcy Code or alternatively, the majority of the Debtor's debts are not consumer debts and (ii) return by scanned email to mroher@markroherlaw.com the completed Client Questionnaire that is being provided to Debtor simultaneously with the execution of this agreement.

(b) The Debtor's circumstances, including the Debtor's current monthly income (as defined by the Bankruptcy Code), do not substantially change prior to the actual filing of the chapter 7 bankruptcy case.

(c) The Debtor must pay the fee in full prior to the filing of the chapter 7 petition and schedules.

(d) Debtor must complete the first on-line credit counseling course at www.abacuscc.org within seven (7) days of the date of this agreement or his bankruptcy case will be dismissed.

If any of these assumptions prove to be inaccurate, and, as a result, the amount of legal services provided by the Attorney is increased, then the Base Fee shall be increased accordingly to compensate the Attorney for the additional time and services in providing the legal services. At such time, the parties must execute a supplement to this Agreement. If the Debtor refuses to sign such a supplement, then the attorney-client relationship shall be terminated and no chapter 7 bankruptcy case will be filed for the Debtor by the Attorney.

3. Debtor's Obligations to Pay Designated Costs.

The Debtor shall be obligated to pay the following costs related to the filing of a Chapter 7 bankruptcy case. The costs are as follows:

(a) The filing fee of $338.00 charged by the Bankruptcy Court to file a chapter 7 bankruptcy case, <u>which is included in the Base Fee</u>.
(b) The cost of pre-filing consumer credit counseling, which is a prerequisite to filing for bankruptcy relief, which is $20.00 to $25.00 for an individual, <u>which is not included in the Base Fee</u>.
(c) The cost of a post-filing instructional course concerning personal financial management, which is a prerequisite to obtaining the discharge of debts in a chapter 7 case, which is $20.00 to $25.00 for an individual, <u>which is not included in the Base Fee</u>.
(d) The cost of obtaining any consumer credit reports ($33.00), <u>which is not included in the Base Fee</u>.
(e) The cost of obtaining tax returns or tax transcripts directly from the taxing authorities or from any third-party provider.
(f) The cost of obtaining copies of judgments, deeds, deeds of trust, title certificates, court papers, county tax records, and other similar documents.
(g) The cost of securing any other records or statements not otherwise produced by or available to the Debtor.

4. Legal Services provided under the Attorney's Base Fee.

The services of the attorney included in the Base Fee are those normally contemplated for a chapter 7 case. They include the services listed below:

(a) All services reasonably necessary to fully inform the Debtor of the Debtor's rights and responsibilities under the bankruptcy laws.
(b) All services reasonably necessary to enable the Debtor to make an informed decision about the filing of a chapter 7 bankruptcy case.
(c) Advising the Debtor of all available exemptions under any applicable law and assisting the Debtor in claiming the exemptions that best serve the Debtor's needs and desires.
(d) Assisting the Debtor in complying with all of the requirements imposed by the bankruptcy laws, the federal bankruptcy rules, or any local bankruptcy rules.
(e) Preparation and electronic filing of petition, schedules, supplemental local forms, and mailing matrix, as applicable.
(f) Preparation for and attendance at Section 341 meeting.
(g) Assisting the Debtor in carrying out the Debtor's Statement of Intention, provided that the Debtor pays the non-Base Fee (see below) for any redemptions.

(h) Communicating as necessary with creditors and other parties involved in the case (including their attorneys) to facilitate the administration of the case and the application of the automatic stay, if appropriate.

5. Additional or Non-Base Legal Services.

In some chapter 7 cases, the legal services which are beyond those covered by the Base Fee must nonetheless be provided by the Attorney. These legal services include but are not limited to:

(a) Representing the Debtor in any dischargeability proceeding.
(b) Representing the Debtor in any contested motion to avoid any type of a lien or judgment.
(c) Representing the Debtor in any action to enforce the discharge injunction or enforce the automatic stay.
(d) Representing the Debtor in any motions related to the enforcement of sections 707(a) or 707(b) of the Bankruptcy Code.
(e) Representing the Debtor in any contested motions for relief from the automatic stay.
(f) Representing the Debtor in any motions to redeem exempt personal property.
(g) Representing the Debtor in any contested matter regarding the Debtor's claims of exempt property.
(h) Representing the Debtor at any examination conducted pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure.
(i) Representing the Debtor at any deposition conducted to Rule 34 of the Federal Rules of Civil Procedure or Rule 7034 of the Federal Rules of Bankruptcy Procedure.
(i) Representing the Debtor in any other matters not specifically designated as a Base Fee service identified above, including responding to what is anticipated to be numerous requests for documentation from the bankruptcy trustee and creditors.
(j) Filing a Mortgage Modification Motion ("MMM") and representing the Debtor in the MMM process *and* the Debtor also agrees to pay all the costs for the MMM process which are approximately $380.00.

6. Compensation for Non-Base Legal Services.

For the non-base services identified above, unless otherwise agreed to by the Attorney and the Debtor, you will be charged at the discounted hourly rate of **$300.00 per hour**. Before the Attorney begins work in respect of any such non-base services, you will be required to pay an advance retainer fee to the Attorney in an amount to be determined by the Attorney based upon the nature and anticipated extent of such services.

Fees for non-base services shall be paid within 14 days of the Debtor's receipt of the Attorney's bill for such services. In the event that the Attorney's total final fee (hourly rate multiplied by actual number of hours spent) plus the amount of any costs advanced by the Attorney in respect of any such non-base services are less than the retainer amount, then the balance of the retainer will be refunded to the Debtor after the conclusion of such services. The Debtor understands that if the Debtor does not pay the non-base fees as provided in this Agreement, then the Attorney has no obligation to provide the non-base services and has the right to file a motion to withdraw as the attorney for the Debtor in the chapter 7 case, the contested matter or the adversary proceeding.

If this were a traditional fee for service matter, Attorney's regular hourly rate would be $400.00. Any final or interim award of fees or costs, including an award during the Bankruptcy Case or fee shifting under the Bankruptcy Court's discovery rules, is an award payable to the Firm. Client agrees that any right it has or may have to receive attorneys' fees is assigned to the Firm.

7. Debtor's Obligations.

The Debtor's obligations include the following:

(a) To promptly pay the Base Fee and non-base fees and charges described above.
(b) To provide the Attorney with all requested documents, bills, statements, payment advices (pay stubs), bank records, tax returns, tax bills, appraisals, retirement and savings account information, and income information, and to sign any and all necessary forms to allow the Attorney to secure such documentation.
(c) To provide accurately and honestly all of the information necessary to prepare and file the chapter 7 bankruptcy case, and other motions or proceedings arising during the course of the case.
(d) To timely respond to all letters, e-mails and telephone calls from the Attorney or any member of his staff.
(e) To keep the Attorney advised at all times of the Debtor's mailing and physical addresses, telephone numbers, and e-mail addresses.
(f) To appear at the first meeting of creditors (the Section 341 meeting) and at any other court hearings or meetings as may be required by the Court or any other party.
(g) To keep all scheduled office appointments with the Attorney and to notify the Attorney in advance of any problems with the timing and scheduling or rescheduling of such appointments.
(h) To provide any information requested of the Debtor by the chapter 7 trustee, the U.S. Trustee, or any other party in the case, unless the Court rules that the Debtor is not required to provide such information.
(i) To comply with the obligations imposed upon the Debtor by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court for the Southern District of Florida.
(j) To sign a tax authorization form to authorize the Attorney to receive copies of income tax returns from the respective taxing agencies for a period of two (2) years prior to the year of the filing of the Debtor's bankruptcy case.

8. Termination of Representation and Attorney Withdrawal.

Pursuant to the Local Rules of the Bankruptcy Court, the Attorney shall remain the responsible attorney of record for the Debtor in all matters in the case until the case is closed, dismissed or the discharge is entered, or until the Attorney is relieved from such representation by order of the Court, at which time the Attorney's engagement by the Debtor, and the attorney-client relationship, shall be terminated unless otherwise agreed by the Attorney and the Debtor. The parties agree that just reasons for the Attorney to withdraw from the representation of the Debtor, include but are not limited to the following:

(a) The failure of the Debtor to provide complete, truthful and accurate information to the Attorney.
(b) The failure of the Debtor to comply with the Debtor's obligations as provided for in this Agreement.
(c) The failure of the Debtor to comply with any of the obligations imposed on the Debtor by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court for the Southern District of Florida.
(d) The failure or refusal of the Debtor to comply with the Debtor's obligations to provide any supplemental information to the Court or chapter 7 trustee, or to correct any incorrect or incomplete information previously provided to the Court or the Trustee.
(e) The failure of the Debtor to provide complete, truthful and accurate information to the Court or chapter 7 trustee.
(f) The failure of the Debtor to pay for any non-base services as provided in this Agreement.
(g) If the Debtor are husband and wife, then any separation, serious domestic dispute, or divorce of the parties that would require the Attorney to withdraw.
(h) Any irreconcilable conflict between the Attorney and the Debtor with respect to the bankruptcy case.

9. The Debtor's Obligations.

MSRPA will endeavor to represent the Debtor's interests vigorously and efficiently. For MSRPA to provide these services effectively, the Debtor agrees to disclose fully and accurately all pertinent facts and keep MSRPA apprised of all developments in THE MATTER. MSRPA will rely on the completeness and accuracy of that information when performing services on the Debtor's behalf.

The Bankruptcy Client agrees to cooperate fully with MSRPA and agrees to timely comply with all court orders, discovery requests and other requests by the Chapter 7 Trustee, the U.S. Trustee, Bankruptcy Court or any party-in-interest. The Bankruptcy Client also agrees to notify MSRPA of any address or telephone number changes.

The Debtor expressly agrees and consents to MSRPA's withdrawal from THE MATTER if she fails to: (i) disclose fully and accurately all pertinent facts and keep MSRPA apprised of all developments in THE MATTER; (ii) cooperate fully with MSRPA; or (iii) timely comply with all court orders, discovery requests and other requests by the Chapter 7 Trustee, U.S. Trustee, Bankruptcy Court or any party-in-interest.

At the conclusion of this matter, the Attorney shall retain your legal filed for a period of seven (7) years after we close our file. At the expiration of the seven-year period, we will destroy these files unless you notify us in writing that you wish to take possession of the files. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

The Bankruptcy Client has read this entire Agreement, understands it, and agrees to all of its terms. By signing below, the Bankruptcy Client further acknowledges that MSRPA has made no guarantees or assurances concerning the outcome of the Representation.

Bankruptcy Client fully understands that any transfers made within one year of the date of the bankruptcy filing that were done with the intent to hinder, delay or defraud any creditor, including the IRS, will result in the denial of his/er bankruptcy discharge. This would mean any and all debt would remain with her forever. Similarly, if Bankruptcy Client fully understands that additional grounds for discharge, include, but are not limited to: (a) failure to disclose all assets and liabilities – which must be done under penalty of perjury; (b) failure to maintain adequate books and records; (c) lying under oath or on her bankruptcy schedules; (d) refusing to cooperate with the bankruptcy trustee; (e) failure to obey an order of the Bankruptcy Court; (f) taking the 5th Amendment in response to any questions asked by the bankruptcy trustee or any other creditor; and (g) failure to turnover documentation to the trustee.

Furthermore, Bankruptcy Client has been advised that the bankruptcy trustee can investigate and sue to recover any transfers of money or other property made within the four (4) years prior to the bankruptcy filing date. For instance, if Bankruptcy Client transferred money to a family member, that family member may be sued by the bankruptcy trustee to recover the transfer for the benefit of the bankruptcy estate and its creditors.

Finally, Bankruptcy Client understands and agrees that due to the emergency nature of the bankruptcy filing to prevent the foreclosure sale on February 7, 2025 at 10:00 a.m., he has not been able to fully understand Bankruptcy Client's financial situation and has not been able to completely go over every issue that he would normally do in a usual situation. This bankruptcy case is being filed primarily to save Bankruptcy Client's home and if Bankruptcy Client has, for example, over exempt assets such as cash in the bank, these over-exempt assets will become property of the bankruptcy estate.

Executed as of the date first listed above:

MARK S. ROHER, P.A.

Mark S. Roher

By: ______________________________
Mark S. Roher, Esq.

By: ___________________________ Dated:_______________
Roger Barry Davis
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