

LAW OFFICE OF BRIAN D. SHAPIRO, LLC

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Attorney-Client Fee Agreement

Student Loan Discharge in Bankruptcy

This Agreement is made between the **Law Office of Brian D. Shapiro, LLC** (the "Firm") and **the Undersigned** ("you" or "Client"). It explains, in plain terms, what the Firm will do for you, what it will not do, what it costs, and when payment is due. Please read it carefully. You are welcome to ask questions or have another lawyer review it before signing.

Summary of Key Terms

This summary is part of the Agreement. If anything in the summary conflicts with the detailed sections below, the detailed sections control.

Item	Terms
What you are hiring us to do	Represent you in an adversary proceeding in your bankruptcy case to discharge your federal student loans through the DOJ attestation process (Section 1)
Qualification review already paid	\$100 — credited in full toward your flat fee
Flat fee	\$2,500 (\$2,400 after the \$100 credit)
Estimated court and third-party costs	\$0 — the court does not charge a filing fee when the debtor files the student loan complaint
If the government does not agree to discharge	The flat-fee work ends. If you choose to take the case to trial, the Firm charges an additional separate flat fee of \$5,000 plus costs, payable \$500 at signing and \$300 a month, under a separate written agreement (Section 3.5)
Payment plan	\$500 down (your \$100 review counts toward it, so \$400 is due at signing), then \$250 a month for 8 months. No interest; pay off early anytime without penalty (Section 5)
Not included	Private student loans, trial, appeals, and the other matters listed in Section 2
Outcome	No lawyer can guarantee a discharge. The bankruptcy judge decides.

1. What the Firm Will Do (Scope of Representation)

You are already a debtor in a bankruptcy case filed with the Firm or with another attorney or on your own. The Firm will represent you only in an adversary proceeding in that case to determine whether your federal student loans are dischargeable. **This Agreement does not cover filing or handling your bankruptcy case itself.** If you have hired, or later hire, the Firm to file a Chapter 7 case, that is under a separate agreement.

1.1 Student loan adversary proceeding

The flat-fee student loan representation covers **only federal student loans held by the U.S. Department of Education** that are eligible for the U.S. Department of Justice's attestation review process, as listed in Exhibit A. For those loans, the Firm will:

- Review your loan records and financial information to confirm that each loan is held by the Department of Education and eligible for the attestation process.
- Prepare and file a complaint in the U.S. Bankruptcy Court for the District of Nevada seeking a determination that repaying the loans would impose an "undue hardship" under 11 U.S.C. § 523(a)(8), and serve it as required.
- Help you prepare and sign the sworn attestation, submit it to government counsel, and respond to government counsel's questions and requests for documents.
- If the government agrees to support full or partial discharge, negotiate and prepare the stipulation or agreed judgment, explain the terms to you before you decide, and present it to the court.
- Attend routine status conferences while the attestation is under review.

1.2 When the flat-fee student loan work ends

The flat-fee student loan work is complete when one of the following happens: (a) the court enters an agreed judgment or order on your loans; (b) the government tells the Firm it will not support discharge, or will support only a partial discharge that you decide not to accept; or (c) a loan turns out not to be eligible for the attestation process. If (b) or (c) happens, the Firm will explain your options in writing, and Section 3.5 applies.

2. What the Firm Will Not Do Unless We Agree in Writing

The flat fee does **not** cover the following. If you need any of these, the Firm will tell you the cost in advance and we will sign a separate written agreement before the work begins:

- Private student loans, and any federal loan not held by the Department of Education or not eligible for the attestation process.
- Contested litigation of the student loan case, including discovery, depositions, expert witnesses, motions, and trial, if the government does not agree to discharge (see Section 3.5).
- Any appeal, by you or by the other side.

- Income-driven repayment applications, Public Service Loan Forgiveness, consolidation, deferment or forbearance requests, or other dealings with loan servicers outside the bankruptcy case.
- Defending an objection to your discharge, a motion to dismiss your case, or any adversary proceeding filed against you by a creditor or the trustee.
- Representing a co-signer, parent borrower, or anyone other than you.
- Tax advice, including the tax treatment of any discharged debt. You should consult a tax professional.
- Credit repair or correcting credit reports.

3. Legal Fees

3.1 *Free initial consultation*

Your first consultation with the Firm was free.

3.2 *\$100 qualification review*

You paid \$100 for Mr. Shapiro to review your documents and assess whether you qualify. That \$100 is credited in full toward your flat fee. If you choose not to proceed after such assessment, there is nothing else owed to the Firm.

3.3 *Flat fee*

The Firm charges a flat fee, not an hourly rate, for the work described in Section 1:

Service	Flat fee	Balance after \$100 credit
Student loan case (federal loans, DOJ attestation process)	\$2,500	\$2,400

A flat fee will not increase because the work takes longer than expected, as long as the work is within the scope described in Section 1.

3.4 *How the flat fee is handled and earned*

The flat fee will be deposited in the Firm's client trust account and earned as the following milestones are completed: 40% upon filing the Adversary Complaint, 40% upon submitting the Attestation Form, and 20% when the court enters an agreed judgment or order, or the government states that it will not support discharge. If the representation ends before all the work is done, Section 7 explains how any unearned portion is refunded.

3.5 *If the government does not agree to discharge — trial option*

If the government declines to support discharge, offers only terms you do not accept, or a loan is not eligible for the attestation process, the flat-fee student loan work ends under Section 1.2. **No**

further fees apply unless you choose to continue and the Firm agrees to continue to represent you. You then have these choices:

- End the student loan case. You owe nothing beyond any remaining balance of the \$2,500 flat fee, payable on the schedule in Section 5.
- Continue and litigate the case. The Firm will charge a **flat fee of \$5,000** covering written discovery, depositions, motions, settlement negotiations, pretrial preparation, and trial through the court's decision. It is payable **\$500 when you sign** the separate litigation agreement and **\$300 a month** after that, with no interest. Any balance still owed on your \$2,500 flat fee will be added to the same \$300 monthly payment, so you will never owe two payments in the same month. **If the case settles or is otherwise resolved before a trial date is set, any unpaid balance of the \$5,000 fee above \$2,500 will be waived.** Costs such as deposition transcripts, subpoenas, and any expert witness fees are separate. You and the Firm will sign a separate written agreement before any of this work begins. Appeals are not included.

The Firm will give you a written estimate of the expected costs before you decide, and an itemized accounting of costs as they are incurred.

3.6 Disclosure to the court

Federal bankruptcy rules require the Firm to file a statement with the court disclosing the fees you paid or agreed to pay. The court may review whether the fee is reasonable. If you are in an open Chapter 13 case, the court may need to approve the fee before it is paid, and the Firm will seek that approval if required.

4. Court Costs and Other Costs

Costs are separate from the Firm's fee. They are paid to the court or to outside providers, and the Firm does not mark them up. Estimated costs:

Cost	Amount
Student loan complaint (adversary proceeding) filing fee	\$0 - not charged when the debtor files
Postage, service, copies	\$0 - included in flat fee
If your bankruptcy case is closed: motion to reopen to file the complaint	\$0 – not charged if it is only to reopen to file the student loan complaint

5. When Payment Is Due

You will pay the \$2,500 flat fee as follows:

Payment	Amount
Qualification review (already paid, credited)	\$100
Due when you sign this Agreement	\$400
Monthly payments, due on the 1 st day of each month starting the month after you retain the Firm, for 8 months	\$250 each (\$2,000 total)
Total	\$2,500

- The Firm charges **no interest** and **no late fees** on this payment plan.
- You may pay the remaining balance early at any time, without penalty.
- Payment may be made by debit card. The Firm will give you a receipt for every payment and an accounting of your payments on request. Payments made before a portion of the fee is earned are deposited in the Firm's client trust account, and card processing fees are paid by the Firm, not from your payment.
- The Firm will file your student loan complaint after it receives your \$400 payment at signing and will submit your attestation after it receives your first monthly payment (provided that you approve of such documents)
- The full flat fee remains due under this schedule even if your case is resolved before all payments are made.

5.1 If a payment is missed

If a payment is more than 10 days late, the Firm will notify you in writing. If you miss two payments and do not bring your account current within 10 days after that notice, the Firm may pause work on your case or ask the court for permission to withdraw as your attorney. If the Firm withdraws, Section 7 applies.

6. What to Expect — No Guarantee of Outcome

Student loans are not discharged automatically in bankruptcy. You must prove, in a separate case called an adversary proceeding, that repaying them would impose an undue hardship on you and your dependents. For federal loans held by the U.S. Department of Education, the U.S. Department of Justice reviews a sworn attestation of your income, expenses, and repayment history and decides what position to take. For other loans, the lender may agree or contest the case. In every case, **the bankruptcy judge makes the final decision.**

Possible results include discharge of all of the loans, discharge of some of them, a reduced balance, a settlement, or no discharge. **The Firm does not and cannot guarantee any result.** Any opinion Mr. Shapiro gives you about your chances is a professional judgment, not a promise.

A discharge of your student loans does not by itself release a co-signer from the debt.

7. Ending the Representation

You may end the Firm's representation at any time by telling the Firm in writing. The Firm may withdraw for reasons permitted by the Nevada Rules of Professional Conduct, including if you do not cooperate or do not pay as agreed. Once a case is filed, the Firm may need the court's permission to withdraw.

If the representation ends before the work is complete, the Firm will refund any part of the flat fee that has not been earned under Section 3.4, and any unused cost deposit, within 30 days, together with a written accounting.

8. Your Responsibilities

- Give the Firm complete, accurate, and truthful information, and promptly provide documents the Firm requests. Your bankruptcy papers and your attestation are signed under penalty of perjury.
- Upload documents through the Firm's secure client portal (Clio for Clients) or another method the Firm approves.
- Tell the Firm promptly about any change in your income, employment, health, household, address, phone number, or email.
- Respond to the Firm's calls and messages within 3 business days, and attend every required meeting and hearing.
- Pay the fees and costs as agreed.

9. Communication, Remote Representation, and Confidentiality

The Firm works remotely. Meetings take place by phone or video, and documents are exchanged electronically. You agree the Firm may communicate with you by phone, text message, and email at the contact information you provide. You understand that email and text messages carry some risk of interception, and you agree not to use an employer's computer, phone, or email account to communicate with the Firm.

Everything you tell the Firm is confidential and protected by the attorney-client privilege to the extent the law allows. Information filed with the bankruptcy court becomes part of the public record, except that Social Security numbers and certain other identifiers are redacted as the rules require.

10. Your File

Your file belongs to you. The Firm will keep it, in electronic form, for 5 years after the representation ends, after which it may be destroyed without further notice. You may request a copy at any time.

11. Fee Disputes

If you disagree with any charge, please raise it with Mr. Shapiro first. If we cannot resolve it, you may use the State Bar of Nevada's fee dispute program.

12. Required Bankruptcy Disclosures

We are a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code.

Before signing this Agreement, you received the written notices required by 11 U.S.C. § 527, including the notice about bankruptcy services and the statement of your rights and the Firm's obligations. Those notices are provided to you in a separate document, as federal law requires, and are not part of this Agreement. You will receive a fully signed copy of this Agreement.

13. General Terms

- This Agreement, with its exhibits, is the entire agreement between you and the Firm about this matter. Any change must be in writing and signed by both of us.
- Nevada law governs this Agreement.
- This Agreement may be signed electronically and in counterparts, each of which is an original.
- If any part of this Agreement is found unenforceable, the rest remains in effect.

Signatures

By signing, you confirm that you have read this Agreement, that the Firm has answered your questions, and that you agree to its terms.

[CLIENT NAME]

Date

[JOINT CLIENT NAME, if any]

Date

Client acknowledges receiving the Firm's separate disclosures required by 11 U.S.C. § 527 on _____ (date). Client initials: _____

Brian D. Shapiro, for the Law Office of Brian D. Shapiro, LLC

Date

Exhibit A — Student Loans Included

The Firm's flat-fee representation in the adversary proceeding covers only the federal student loans held by the U.S. Department of Education listed below.

Holder / lender	Servicer	Held by Dept. of Education?	Approx. balance	Account (last 4)

LAW OFFICE OF BRIAN D. SHAPIRO, LLC
OFFICIAL FORM