

**Amicus Curia PARALEGAL SERVICES - BANKRUPTCY PETITION PREPARER  
CONTRACT FOR SELF-HELP SERVICES**

This contract for paralegal bankruptcy typing or preparation services, is made between Amicus Curia (for Paralegal Services), a Bankruptcy Petition Preparer ('BPP') and/or Debt Relief Agency, and \_\_\_\_\_, \_\_\_\_\_ Debtor(s)/ Consumer(s) who wish to file a Bankruptcy proceeding under the U.S. Bankruptcy Code.

1. It is strongly advised the **Debtor(s)/Consumer(s)** read this entire contract before affixing their signature(s). Each **Debtor(s)/Consumer(s)** that employs **Amicus Curia** is responsible for and must have a clear understanding of the specific services that a **Debt Reliefe Agency/BPP** can & cannot perform **for the Debtor(s)/Consumer(s)** and so acknowledges this by reading & signing where appropriate, the attached Addendums A & B.
2. **Amicus Curia** may at times be construed a 'Debt Relief Agency' as described in the US Bankruptcy Code.
3. **Amicus Curia** is not a law firm nor a licensed attorney for the State of Washington, and cannot perform attorney 'legal' services such as giving legal advice, or advising which bankruptcy chapter to file, or which debts are dischargeable or which federal or state exemptions are applicable to their situation.
4. An **Amicus Curia BPP**, will type your ch.7 bankruptcy petition and accompanying official forms, under your direction, for a simple flat fee of **\$300.00**. Amicus Curia does not bill clients. Full payment is due & total completion of questionnaires prior to any work product being turned over to the **Debtor(s)/Consumer(s)**.
5. The **Debtor(s)/Consumer(s)** is responsible for the filing of all bankruptcy documents and is required to pay the court filing fee directly to the court, and is responsible for additional photocopy & mailing as required by the Clerk of the Bankruptcy Court. The debtor(s)/Consumer(s) will be solely responsible for additional forms that may be required after the debtor has filed their bankruptcy petition or after their filing date. **Amicus Curia BPP services end when it/they submit(s) a completed set of typed/prepared bankruptcy documents tendered to the Debtor(s)/Consumer(s)/6 months lapse w/o debtor activity/progress.**
6. **Amicus Curia can not charge fees that are greater than the maximum fee allowed according to the Supreme court rules under §2075 of Title 28, or the Judicial Conference of the United States guidelines.**

*(a) At the time of the signing of this contract, Amicus Curia has indicated that to the best of its/his knowledge, no maximum fee amount has been set, and if hereafter, a maximum fee is set, the APS BPP agrees to reimburse the Debtor(s)/Consumer(s) any difference paid in excess of the maximum fee set amount if so determined prior to discharge.*

7. The **Debtor(s)/Consumer(s)** understands that by representing themselves, without an attorney, they are fully responsible for making their own legal choices, which includes acquiring the necessary legal information in an informed manner, either via law books, or via the Internet, et al.

8. Any legal publication the **Debtor(s)/Consumer(s)** utilize for self-help bankruptcy services, will not be used as a substitute for legal counsel or construed as legal advice.

(a) If the Debtor(s)/Consumer(s) currently have any legal questions, they agree to not sign this contract, nor pay any monies to Amicus Curia, but instead, will seek the advice of a licensed attorney.

9 Amicus Curia will provide the address of the federal court houses where you can file your bankruptcy petition and accompanying forms. (700 Stewart St, Seattle, WA 98101-4441/1717 Pacific Ave, Tacoma, WA 98402)

10. Amicus Curia will type/prepare the following bankruptcy documentation for the Debtor(s)Consumer(s) as directed and in accordance to bankruptcy code requirements:

(1) Set of Bankruptcy Petition & Accompanying Forms of the Chapter they have decided to file under the Bankruptcy Code.

**The Debtor(s)/Consumer(s) fully understands & agrees with the above contract and its Addendums A&B, and agrees to hold the Amicus Curia free & clear of any responsibility to/validity of or typographical errors that I/We did or did not find after the filing of My/Our Bankruptcy Petition & Accompanying Forms. I/We further agree and state that Amicus Curia did not make any warranty or promises other than to accurately type the Debtor(s)/Consumer(s)' Bankruptcy Petition & Forms according to my/our direction & supervision, provided those comply with the U.S. Bankruptcy Code.**

EXECUTED IN: Mason Co., WA.

**SIGNATURES:**

**Received and agreed by debtor:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

**Received and agreed by co-debtor/spouse:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

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

**Bankruptcy Petition Preparer:** \_\_\_\_\_

**Printed Name:** John Smith, dba:Amicus Curia, paralegal & BPP

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

**READ CAREFULLY AND THOROUGHLY – TAKE YOUR TIME**

**ADDENDUM A**

**By initialing and signing below, I/We as the Debtor(s)/Consumer(s) understand and agree with the below. And We/I further declare that the Amicus Curia does/did not give/provide any 'legal' advice, as described below or above, nor did Amicus Curia provide any legal references, books or attorney referrals, as this might be considered the 'unlawful practice of law'. I/We do understand that the below is for "informational purposes only" & can be found by the general public via the Internet, not as 'legal' advice or to be construed as legal advice. I/We further invoke our 1st Amendment right to discuss the same.**

**Amicus Curia can not** give 'legal' advice as to which bankruptcy chapter you should file or which one is appropriate for your situation. \_\_\_\_\_

**Amicus Curia can not** give 'legal' advice as to whether your debts will or will not be discharged in a case under any bankruptcy title. \_\_\_\_\_

**Amicus Curia can not** give 'legal' advice as to if you will be able to retain your home, car or other property before or after you file your bankruptcy case. \_\_\_\_\_

**Amicus Curia can not** give 'legal' advice to you about tax consequences of a case brought under a bankruptcy title. \_\_\_\_\_

**Amicus Curia can not** give 'legal' advice as to if your tax claims will be discharged or if they are dischargeable. \_\_\_\_\_

**Amicus Curia can not** give 'legal' advice as to if you should either promise to pay or repay debts to a particular creditor or enter into a reaffirmation agreement with a creditor to reaffirm a debt. \_\_\_\_\_

**Amicus Curia can not** give 'legal' advice as how to characterize the nature of your interests in property or the debt. \_\_\_\_\_

**Amicus Curia can not** give 'legal' advice in bankruptcy procedures, laws, or exemptions. \_\_\_\_\_

**Amicus Curia cannot** collect or receive a payment from you, or on your behalf, in connection with the filing fees for your petition with the bankruptcy court. \_\_\_\_\_

**Amicus Curia cannot** file your bankruptcy petition, accompanying forms, motions or accept court filing fees for you or on your behalf. \_\_\_\_\_

**Amicus Curia cannot** collect or receive any payment from you that is higher than the maximum allowable fee chargeable in accordance to the Supreme Court rules or the Judicial Conference of the United States guidelines. \_\_\_\_\_

**THIS FORM IS VALID WHEN ACCOMPANYING THE SIGNED CONTRACT FOR HIRE AGREEMENT AND ADDENDUM B.**

## **READ CAREFULLY AND THOROUGHLY – TAKE YOUR TIME**

### **Addendum B**

#### **WE PROVIDE BANKRUPTCY PETITION PREPARATION FOR PEOPLE WHO FILE FOR BANKRUPTCY RELIEF UNDER THE BANKRUPTCY CODE.**

#### **WE ARE NOT ATTORNEYS, DON'T PRACTICE LAW IN THE STATE OF WASHINGTON & DON'T ACCEPT COMPENSATION FOR FILING FEES NOR DO WE PROVIDE ANY 'LEGAL' ADVICE.**

A debt relief agency is "any person who provides any bankruptcy assistance to an assisted person in return for the payment of money or other valuable consideration, or who is a "bankruptcy petition preparer" under 11 U.S.C. ~ 110.

"The term 'assisted person' means any person whose debts consist primarily of consumer debts and the value of whose nonexempt property is less than \$150,000." 11 U.S.C. ~ 101(3).

\*'paralegal' - A nonlawyer who performs routine tasks requiring some knowledge of the law & procedures who is employed by a law office or works freelance/independent for various lawyers.

At times, Amicus Curia will qualify as a ~debt relief agency~ under the Bankruptcy Code.

A debt relief agency: is required to perform promised services, 11 U.S.C. ~ 526(a)(1); is prohibited from advising that a debtor make an untrue or misleading statement in connection with any case filed under the Bankruptcy Code, 11 U.S.C. ~ 526(a)(2); must properly represent the services to be rendered, 11 U.S.C. ~ 526(a)(3)(A); must properly represent the balance of benefits and risks of filing bankruptcy, 11 U.S.C. ~ 526(a)(3)(B); and must not advise a debtor to incur additional debt to pay for any services to be rendered, 11 U.S.C. ~ 526(a)(4).

The Bankruptcy Code requires a debt relief agency to provide the information set forth in 11 U.S.C. ~ 527 to certain debtor clients. That long statute provides as follows:

(a) A debt relief agency providing bankruptcy assistance to an assisted person shall provide ~ (1) the written notice required under section 342(b)(1); and (2) to the extent not covered in the written notice described in paragraph (1), and not later than 3 business days after the first date on which a debt relief agency first offers to provide any bankruptcy assistance services to an assisted person, a clear and conspicuous written notice advising assisted persons that ~ (A) all information that the assisted person is required to provide with a petition and hereafter during a case under this title is required to be complete, accurate, and truthful; (B) all assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence the case, and the replacement value of each asset as defined in section 506 must be stated in those documents where requested after reasonable inquiry to establish such value; (C) current monthly income, the amounts specified in section 707(b)(2), and, in a case under chapter 13 of this title, disposable income (determined in accordance with section 707(b)(2), are required to be stated after reasonable inquiry; and (D) information that an assisted person provides during their case may be audited pursuant to this title, and that failure to provide such information may result in dismissal of the case under this title or other sanction, including a criminal sanctions.

(b) A debt relief agency providing bankruptcy assistance to an assisted person shall provide each assisted person at the same time as the notices required under subsection (a)(1) the following statement, to the extent applicable, or one substantially similar. The statement shall be clear and conspicuous and shall be in a single document separate from other documents or notices provided to the assisted person: **"IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES FROM AN ATTORNEY OR BANKRUPTCY PETITION PREPARER". If you decide to seek bankruptcy relief, you can represent yourself, you can hire an attorney to represent you, or you can get help in some localities from a bankruptcy petition preparer who is not an attorney. THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO FOR YOU AND HOW MUCH IT WILL COST. Ask to see the contract before you hire anyone.** The following information helps you understand what must be done in a routine bankruptcy case to help you evaluate how much service you need. Although bankruptcy can be complex, many cases are routine. Before filing a bankruptcy case, either you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations. To file a bankruptcy case, documents called a Petition, Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intention need to be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the bankruptcy court. Once your case starts, you will have to attend the required first meeting of creditors where you may be questioned by a court official called a 'trustee' and by creditors. If you choose to file a chapter 7 case, you may be asked by a creditor to reaffirm a debt. You may want help deciding whether to do so. A creditor is not permitted to coerce you into reaffirming your debts. If you choose to file a chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with preparing your chapter 13 plan and with the confirmation hearing on your plan which will be before a bankruptcy judge. If you select another type of relief under the Bankruptcy Code other than chapter 7 or chapter 13, you will want to find out what should be done from someone familiar with that type of relief. Your bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in bankruptcy court, but only attorneys, not bankruptcy petition preparers, can give you legal advice."

(c) Except to the extent the debt relief agency provides the required information itself after reasonably diligent inquiry of the assisted person or others so as to obtain such information reasonably accurately for inclusion on the petition, schedules or statement of financial affairs, a debt relief agency providing bankruptcy assistance to an assisted person, to the extent permitted by non-bankruptcy law, shall provide each assisted person at the time required for the notice required under subsection (a)(1) reasonably sufficient information (which shall be provided in a clear and conspicuous writing) to the assisted person on how to provide all the information the assisted person is required to provide under this title pursuant to section 521, including ~ (1) how to value assets at replacement value, determine current monthly income, the amounts specified in section 707(b)(2) and, in a chapter 13 case, how to determine disposable income in accordance with section 707(b)(2) and related calculations; (2) how to complete the list of creditors, including how to determine what amount is owed and what address for the creditor should be shown; and (3) how to determine what property is exempt and how to value exempt property at replacement value as defined in section 506.

(d) A debt relief agency shall maintain a copy of the notices required under subsection (a) of this section for 2 years after the date on which the notice is given the assisted person.

The Bankruptcy Code, at 11 U.S.C. ~ 342(b), provides:

Before the commencement of a case under this title by an individual whose debts are primarily consumer debts, the clerk shall give to such individual written notice to such individual that indicates each chapter of this title under which such individual may proceed. containing ~ (1) a brief description of ~ (A) chapters 7, 11, 12, and 13 and the general purpose, benefits, and costs of proceeding under each of those chapters; and (B) the types of services available from credit counseling agencies; and (2) statements specifying that ~ (A) a person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury in connection with a case under this title shall be subject to fine, imprisonment, or both; and (B) all information supplied by a debtor in connection with a case under this title is subject to examination by the Attorney General.

The Bankruptcy Code also requires a debt relief agency to comply with 11 U.S.C. ~ 528. That statute provides as follows:

(a) A debt relief agency shall ~ (1) not later than 3 business days after the first date on which such agency provides any bankruptcy assistance services to an assisted person, but prior to such assisted person's petition under this title being filed, execute a written contract with such assisted person that explains clearly and conspicuously ~ (A) the services such agency will provide to such assisted person; and (B) the fees or charges for such services, and the terms of payment; (2) provide the assisted person with a copy of the fully executed and completed contract; (3) clearly and conspicuously disclose in any advertisement of bankruptcy assistance services or of the benefits of bankruptcy directed to the general public (whether in general media, seminars or specific mailings, telephonic or electronic messages, or otherwise) that the services or benefits are with respect to bankruptcy relief under this title; and (4) clearly and conspicuously use the following statement in such advertisement: "We are a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code." or a substantially similar statement.

(b)(1) An advertisement of bankruptcy assistance services or of the benefits of bankruptcy directed to the general public includes ~ (A) descriptions of bankruptcy assistance in connection with a chapter 13 plan whether or not chapter 13 is specifically mentioned in such advertisement; and (B) statements such as "federally supervised repayment plan" or "Federal debt restructuring help" or other similar statements that could lead a reasonable consumer to believe that debt counseling was being offered when in fact the services were directed to providing bankruptcy assistance with a chapter 13 plan or other form of bankruptcy relief under this title. (2) An advertisement, directed to the general public, indicating that the debt relief agency provides assistance with respect to credit defaults, mortgage foreclosures, eviction proceedings, excessive debt, debt collection pressure, or inability to pay any consumer debt shall ~ (A) disclose clearly and conspicuously in such advertisement that the assistance may involve bankruptcy relief under this title; and (B) include the following statement: "We are a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code." or a substantially similar statement.

BY SIGNING BELOW, I/WE ACKNOWLEDGE I/WE HAVE READ THE ABOVE DISCLOSURE.

I/WE ALSO ACKNOWLEDGE AMICUS CURIA WAS HIRED BY ME/US FREELY WITHOUT COERCION OR PROMISES FROM AMICUS CURIA/ITS AGENT(S), TO TYPE/PREPARE MY/OUR BANKRUPTCY PETITION & ACCOMPANYING DOCUMENTS ACCORDING TO MY/OUR DIRECTION & BANKRUPTCY CODE, AND I/WE ASSUME FULL RESPONSIBILITY FOR THE ACCURACY & CORRECTNESS OF DATA CONTAINED ON ALL OF THE BANKRUPTCY PETITION & FORMS. IN ADDITION, TO THE ABOVE, I/WE HAVE DIRECTED AMICUS CURIA TO SPECIFICALLY USE INFORMATION I/WE PROVIDED TO USE ON THE BANKRUPTCY PETITION & FORMS. I/WE FURTHER STATE WE HAVE BEEN TRANSPARENT WITH AMICUS CURIA AND HAVE PROVIDED ALL THE INFORMATION AS REQUIRED OR DEEMED NECESSARY IN ORDER TO PROPERLY PREPARE/TYPER THE BANKRUPTCY PETITION & FORMS.

I/WE FURTHER ACKNOWLEDGE THE ABOVE INFORMATION IS NOT TO BE CONSTRUED AS 'LEGAL' ADVICE, THAT THE ABOVE INFORMATION IS FOR 'INFORMATIONAL PURPOSES ONLY', CAN BE OBTAINED BY THE GENERAL PUBLIC VIA THE INTERNET, et al, and/or is protected under the 1st Amendment.

**SIGNATURES:**

Received and agreed by debtor: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Received and agreed by co-debtor: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Bankruptcy Petition Preparer: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS FORM IS VALID WHEN ACCOMPANYING THE SIGNED CONTRACT FOR HIRE AGREEMENT AND ADDENDUM A.**