

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In re:

MICHAEL W. MULLINS  
WENDY V. MULLINS,

Debtor(s).

**CERTIFICATE OF SERVICE  
OF CHAPTER 13  
RETAINER AGREEMENT**

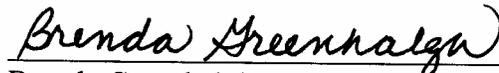
BKY 03-48545

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I, Brenda Greenhalgh, declare under penalty of perjury that on November 1, 2004,  
I mailed copies of the attached Chapter 13 Retainer Agreement to each entity named  
below at the stated addresses.

Jasmine Z. Keller  
Chapter 13 Trustee  
310 Plymouth Building  
12 South 6th Street  
Minneapolis MN 55402

United States Trustee  
1015 US Courthouse  
300 South 4th Street  
Minneapolis MN 55415

Dated: November 1, 2004

  
\_\_\_\_\_  
Brenda Greenhalgh

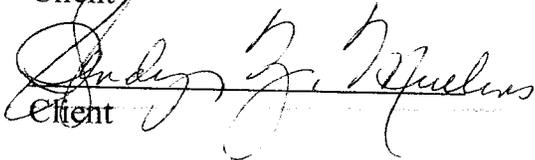
## CHAPTER 13 RETAINER AGREEMENT

The undersigned agree as follows:

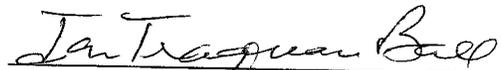
1. Ian Traquair Ball (Attorney) is retained by (Client) for the purpose of filing Client's Chapter 13 petition.
2. The services rendered or to be rendered include the following: (a) analysis of Client's financial situation and assisting Client in determining whether to file a petition under Title 11, United States Code; (b) preparation and filing of the appropriate Chapter 13 petition, schedules, and statement of financial affairs; (c) representation of Client at the meeting of creditors; (d) responding to creditor inquiries as to the filing date and case number; and (e) other advice to Client prior to the meeting of creditors regarding assets and liabilities, bankruptcy procedure and discharge. Client understands that all assets and property transfers must be disclosed to the trustee. Representation terminates upon dismissal, confirmation, conversion, or withdrawal or substitution of attorney, whichever occurs first. Client agrees that Attorney is not retained to provide tax advice.
3. Client agrees to pay Attorney \$500 as an initial retainer fee and \$1250 for preparing and filing Client's Chapter 13 petition and plan and attending the meeting of creditors. Client agrees that any payments to Attorney for filing fees may be applied to Attorney fees at Attorney's discretion. Client agrees that additional Attorney services for plan modifications, confirmation objections, relief or dismissal motions, claim reviews, or other advice or correspondence requested by Client will be billed at the rate of \$150 per hour and must be arranged in advance. Client also agrees to reimburse Attorney for reasonable photocopy and mailing charges for file copies requested by Client. Client agrees that Attorney may delay the filing until the filing fee is paid in full. Client agrees that in the event Client's Chapter 13 case is dismissed or converted prior to plan confirmation, any undistributed funds held by the Chapter 13 trustee are assigned to Attorney for payment of any unpaid fees.
4. In the event that Client or Attorney terminates Attorney's representation prior to filing, Client agrees that Attorney may retain any funds paid to him, including the filing fee, as reasonable compensation for the time expended in behalf of Client.



Client



Client



Ian Traquair Ball

11/8/03

Dated