

# LAW OFFICE OF JEANNE FUGATE, PLLC

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## PROSPECTIVE CLIENT CHAPTER 7 & CHAPTER 13 CONSUMER BANKRUPTCY WORKSHEET

Please fill out this form completely and bring it with you to your scheduled appointment. You may also fax this form in to (832)533-9831 or e-mail it to [jeanrefugate7121@gmail.com](mailto:jeanrefugate7121@gmail.com). Please note that the receipt of this form does not mean that I have agreed to represent you. I do not represent you until you have signed, delivered, and I have accepted of a copy of my written fee agreement. **Please see the attached three Agreement for Legal Services documents and choose the appropriate one for your case, execute and include it in the packet.**

Please attach any documents as required

**AGREEMENT FOR LEGAL SERVICES**

**JEANNE FUGATE** ("attorney") agrees to provide legal services in the Chapter 7 Bankruptcy Law legal matter discussed with \_\_\_\_\_, client(s). Client agrees to pay a fixed fee of \$2,300.00 for attorneys fees, filing fees and expenses. All bankruptcy fees must be paid by cash or check. No credit or debit cards are excepted

In the event the total value of attorney's time at \$250.00 per hour exceeds the stated fee, client agrees to pay the total value plus expenses.

**Responsibility to provide legal services will be accepted and work will begin when attorney receives \$2,300.00 for the attorney's fees, filing fees, and expenses. All fees once paid are non-refundable and compensate the attorney for lost employment opportunities as a result accepting the case. Client agrees to make additional payments for attorney's fees, filing fees and expenses when requested by attorney. Billings will incur a 1.5% monthly interest fee if unpaid.**

Attorney is authorized to employ other persons or firms deemed necessary for the proper handling of this matter, at client's expense, but attorney will not obligate client for any expenses in excess of \$50.00 without client's prior approval.

Attorney has the right to cease legal work and keep all funds received for legal services and expenses if client does not make payments as requested by attorney. This agreement does not include legal services for an appeal or adversary proceedings in this matter.

All sums collected from client's opposing party will be credited against client's obligation, but only when actually received by attorney.

This agreement is performable in any county in Texas.

The undersigned have read this agreement and agree to each of the terms and conditions stated in it.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Attorney Signature**  
**JEANNE FUGATE**  
**4606 FM 1960 W.**  
**Suite 400**  
**Houston, Texas 77069**  
**Tel. (281)859-9200**  
**Fax (832)533-9831**

## **AGREEMENT FOR LEGAL SERVICES**

**JEANNE FUGATE** ("attorney") agrees to provide legal services in the Chapter 13 Bankruptcy Law legal matter discussed with \_\_\_\_\_, client(s). Client agrees to pay a fixed fee of \$4,500.00 for attorneys fees, filing fees and expenses. **All bankruptcy fees must be paid by cash or check. No credit or debit cards are excepted.**

In the event the total value of attorney's time at \$250.00 per hour exceeds the stated fee, client agrees to pay the total value plus expenses.

**Responsibility to provide legal services will be accepted and work will begin when attorney receives \$4,500.00 for the attorney's fees, filing fees, and expenses. All fees once paid are non-refundable and compensate the attorney for lost employment opportunities as a result accepting the case. Client agrees to make additional payments for attorney's fees, filing fees and expenses when requested by attorney. Billings will incur a 1.5% monthly interest fee if unpaid.**

Attorney is authorized to employ other persons or firms deemed necessary for the proper handling of this matter, at client's expense, but attorney will not obligate client for any expenses in excess of \$50.00 without client's prior approval.

Attorney has the right to cease legal work and keep all funds received for legal services and expenses if client does not make payments as requested by attorney. This agreement does not include legal services for an appeal or adversary proceedings in this matter.

All sums collected from client's opposing party will be credited against client's obligation, but only when actually received by attorney.

This agreement is performable in any county in Texas.

The undersigned have read this agreement and agree to each of the terms and conditions stated in it.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Attorney Signature**  
**JEANNE FUGATE**  
**4606 FM 1960 W.**  
**Suite 400**  
**Houston, Texas 77069**  
**Tel. (281)859-9200**  
**Fax (832)533-9831**

# AGREEMENT FOR LEGAL SERVICES

JEANNE FUGATE ("attorney") agrees to provide legal services in the Bankruptcy Law legal matter discussed with \_\_\_\_\_ ("client(s)"). \_\_\_\_\_ Legal Services Plan has agreed to pay the attorneys fees in this matter. Client agrees to pay the filing fees of \$335.00 and the expense fee of \$300.00.

Legal Plan: \_\_\_\_\_  
Case No.: \_\_\_\_\_  
Membership No. \_\_\_\_\_  
Social Security No. (last 4): \_\_\_\_\_

In the event the total value of attorney's time at \$250.00 (\$187.50 for legal plan members) per hour exceeds the stated fee, client agrees to pay the total value, instead of the stated minimum fee, plus expenses.

**Responsibility to provide legal services will be accepted and work will begin when attorney receives \$635.00. Client agrees to pay the filing fees five (5) days before the case is filed. All fees once paid are non-refundable and compensate the attorney for lost employment opportunities as a result accepting the case. Client agrees to make additional payments for attorney's fees, filing fees and expenses when requested by attorney. Billings will incur a 1.5% monthly interest fee if unpaid.**

Attorney is authorized to employ other persons or firms deemed necessary for the proper handling of this matter, at client's expense, but attorney will not obligate client for any expenses in excess of \$50.00 without client's prior approval.

Attorney has the right to cease legal work and keep all funds received for legal services and expenses if client does not make payments as requested by attorney. This agreement does not include legal services for an appeal on this matter. Client agrees to pay reasonable attorney's fees if this contract is breached by client.

All sums collected from client's opposing party will be credited against client's obligation, but only when actually received by attorney.

This agreement is performable in any county in Texas.

The undersigned have read this agreement and agree to each of the terms and conditions stated in it.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Client Signature**

( ) \_\_\_\_\_

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

**JEANNE FUGATE**  
4606 FM 1960 W  
Suite 400  
Houston, Texas 77069  
(281)859-9200  
(832)533-9831 Fax

# IMPORTANT

## Instructions For Filling Out Client Intake Forms

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### Complete Names and Mailing Addresses are Essential on the Debt Sheets

Providing the complete names and addresses for every debt you owe (as well as the company collecting for this debt [if applicable]) is *extremely important*. Without this crucial information, the company you owe money to cannot be properly notified by the court and the debt may not be eligible for discharge. In other words, you may have to pay the bill simply because you did not provide the court with an address to mail a notice to that you filed bankruptcy -- which then did not allow that company an opportunity to respond. In some instances, it can even be considered as "fraud" because some people filing bankruptcy may want to intentionally disallow a creditor the right to file a Proof of Claim or Motion for Relief from Stay, which is against the law to deny them their creditor's rights.

#### *What if you don't know the address?*

If you requested a credit report before filling out the Client Intake Forms, the credit report may or may not contain all the addresses you need.

One online credit report many law firms use is True Credit at <http://www.truecredit.com>. This 3-in-1 report contains addresses and other detailed information not provided in other reports.

However to help you in locating addresses for creditors, the best place to start is to call the toll-free national information line at 1-800-555-1212 and see if a toll-free number is listed under the company's name. If not, you may have to look in your phone directory or do an online search from Google at <http://www.google.com>.

Listing the address of the original company you owe money to as well as the collection agency collecting on this debt is also just as important. By doing this, all parties concerned with the debt are notified by the court and it will greatly aide in ceasing all collection phone calls you may be currently receiving.

### Other Areas to Pay Attention to on Debt Sheets:

- Make sure all company names are spelled out. (for example, instead of writing "HSB" for a company name, write out the words "Home Secure Bank" or whatever the case may be.)
- Make sure the street address is readable and any abbreviations are spelled out.
- Make sure the city, state, and ZIP are included for all addresses. If the zip code is not known, it can be obtained online: [www.usps.com](http://www.usps.com).
- Make sure all the information for each creditor is completely filled in. Every piece of this information is important in preparing a detailed bankruptcy petition for you. If you do not know the exact date you made a debt, or charged on the account, a "year" is sufficient. The "year" can also be within a 2-year time frame. Not providing dates or years will delay the processing of your petition as we must call or email you to obtain the information.
- For the "last date charged on this account" line, do not provide the last date you received a statement. We are only interested in the last date you *actually made a purchase* using this particular charge account.

### Income Page

An often overlooked piece of vital information we need is your year-to-date income, plus the income you made in the last 2 years. This question appears right below your name on the "Income History for You" page. Your year-to-date income should appear on your recent paycheck stub. However, if you have had more than one employer this year, you will need to provide us with the TOTAL amount of income you made working for ALL employers.

In addition, if you also receive (or have received) another type of income (child support, unemployment, social security, pension, etc.) within the

past 2 years, turn the page over (or use an additional sheet of paper) and provide the income for this year and the last 2 years for each separate type of income.

### **Statement of Affairs**

Make sure that every box is answered with either a "yes" or "no" on the Statement of Affairs pages in this package. These pages serve as a written statement concerning your current financial condition. If a box is left unanswered, you will need to provide a written statement that specifically answers this question before your petition can be finalized, so double-check and make sure you have answered every question.

In addition, if any question on the Statement of Affairs pages is answered "yes," make sure you fill in all the information needed to answer that question on the lines provided. For instance, some people check "yes" to the item on the Statement of Affairs referring to previous addresses; however, they forget to include the city, state and zip code of the address they lived at. Or, if a car has been repossessed, don't just call it a "car" but provide the make, model and year. It is important for you to be as detailed as possible when answering any question "yes." Also feel free to turn the page over and write more information on back. The detail you provide at this stage will greatly increase the turnaround time for completing your petition.

### **Motor Vehicles**

Please remember to ALWAYS provide the make, model and year of your motor vehicle. We must obtain market values of all motor vehicles from the Kelly Blue Book for the bankruptcy court and we need all the information on the vehicle, including mileage to obtain the correct market value. Example: 1997 Ford should be 1997 Ford Mustang, or 1997 Ford F-150 Super Cab, or whatever the case may be. Simply writing the word "car" does not tell us anything.

### **Court Documents**

If you have been involved in a court proceeding of any type within the past 12 months, including a foreclosure, wage garnishment, traffic tickets,

other fines, lawsuits, judgments for debt collection, etc. -- we need to know the following information, which can be obtained directly from the court pleading you received:

- Court Heading -- (example: John Doe, Plaintiff -vs- Jane Doe, Defendant)
- Case Number
- Name and address of court where document was filed
- Date document was filed with the court
- Names and complete addresses of any attorneys or parties involved with the case (including the Plaintiff)
- Current status -- Has a hearing already taken place? If so, what was the result? If the hearing has not taken place and a decision has not been reached yet, provide the date of the court hearing and let us know the case is still "pending."

You may find it easier to simply make a copy of the court document and include them with your Client Intake Forms. (We return all court documents you send us with your petition.)

### **Summary**

Thank you for taking the time to review the Client Intake Forms before sending them to us to make sure they are as complete and accurate as possible. You will find that your efforts will save you a time and money in long distance calls, which results in the delay of the processing of your bankruptcy petition.

Please do not hesitate to call or email us if you have any questions whatsoever concerning your Client Intake Forms. Thank you for your continued trust in our services. We sincerely hope you are happy with our services and will want to recommend us to others.

## GENERAL INFORMATION

Please fill out ALL the information requested in these forms. If a question or section does NOT apply to you, write "N/A" in the space. (N/A means "not applicable.") The more information you provide in these forms, the faster your bankruptcy petition can be prepared. There will be a delay if we need to verify or obtain more information concerning a specific asset, debt or creditor; so please provide as much detail as you can and fill in ALL the information requested on these forms. Thank you for taking the time to be thorough and complete, resulting in faster turnaround.

Name, First	Middle (spell out)	Last
Social Security Number	Drivers License No.	Date of Birth
Street Address		
City	State	Zip
County of Residence	Length of Time at This Address	
Home Phone	Other Phone (cell) )	
Email address		
<b>SPOUSE, First Name</b>	<b>Middle (spell out)</b>	<b>Last</b>
<b>Social Security Number</b>	<b>Drivers License No.</b>	<b>Date of Birth</b>
<b>Address (if living separately)</b>		
City	State	Zip

### DEPENDENTS

Name	Age	Relationship to You	Is this person/child living with you?
1. _____	_____	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO
2. _____	_____	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO
3. _____	_____	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO
4. _____	_____	_____	<input type="checkbox"/> YES <input type="checkbox"/> NO

Have you ever filed bankruptcy before?     Yes     No    If yes, what year? \_\_\_\_\_

Are both you and your spouse filing this bankruptcy together?     Yes     No

Has either you or your spouse been known by any other name during the past 6 years?

(Example: maiden name, last name from previous marriage, legal name change, etc.)

Yes     No    If yes, write the **NAME** and **DATE(S) USED** below:

Name Used \_\_\_\_\_ Dates Used \_\_\_\_\_ thru \_\_\_\_\_

Name Used \_\_\_\_\_ Dates Used \_\_\_\_\_ thru \_\_\_\_\_

**NOTICE: IF YOU OWN A MOBILE HOME,  
PLEASE FILL OUT NEXT PAGE**

## YOUR REAL ESTATE

PRINT OUT ADDITIONAL PAGES FOR EVERY SEPARATE PIECE OF REAL ESTATE THAT YOU OWN.

Check the type of real estate you own:  House  Condominium  Vacant Lot  Other

Name(s) on Deed or Title \_\_\_\_\_

Address of Real Estate \_\_\_\_\_

Description of Real Estate: (example: 1,250 square foot home with 2 bedrooms, 2 baths, attached 2-car garage situated on 2 acres of ground with outbuildings.) \_\_\_\_\_

Name of Mortgage Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Account Number \_\_\_\_\_ Date obtained this mortgage? \_\_\_\_\_

What are the monthly payments? \$ \_\_\_\_\_ What is the pay-off amount on this mortgage? \$ \_\_\_\_\_

Are you behind in payments?  YES  NO If so, what months? \_\_\_\_\_

What interest rate do you pay? \_\_\_\_\_ % Amount to catch up back payments? \$ \_\_\_\_\_

What year was your real estate last appraised? \_\_\_\_\_ What was the appraised value? \$ \_\_\_\_\_

Do you have a second mortgage on the real estate?  YES  NO

### SECOND MORTGAGE INFORMATION (IF APPLICABLE)

Name of Mortgage Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Account Number \_\_\_\_\_ Date obtained this mortgage? \_\_\_\_\_

What are the monthly payments? \$ \_\_\_\_\_ What is the pay-off amount on this mortgage? \$ \_\_\_\_\_

Are you behind in payments?  YES  NO If so, what months? \_\_\_\_\_

What interest rate do you pay? \_\_\_\_\_ % Amount to catch up back payments? \$ \_\_\_\_\_

### COLLECTION INFORMATION (IF APPLICABLE)

Name of Collector or Attorney \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Is this real estate in the process of foreclosure or replevin action?  YES  NO

**If in collection, please provide a copy of the court documents you were served.**



# YOUR MOBILE HOME

PRINT OUT ADDITIONAL PAGES FOR EVERY MOBILE HOMES THAT YOU OWN.

Name(s) on Deed or Title \_\_\_\_\_

Address of Mobile Home \_\_\_\_\_

Are the wheels completely removed from your mobile home and it is attached to the ground?  YES  NO

Does your mobile home sit in a mobile home park?  YES  NO What is the monthly lot rent? \$ \_\_\_\_\_

Does your mobile home sit on a piece of ground you own?  YES  NO Size of ground \_\_\_\_\_

Do you make separate payments for the ground your mobile home sits on? \_\_\_\_\_

If so, explain: \_\_\_\_\_

If you own the ground free and clear, what is the resell value for this piece of ground? \_\_\_\_\_

Description of Mobile Home: (example: 28x40 doublewide, 2 bedrooms, 1 bath, on wheels with skirting and steps and 1 outbuilding shed, situated in mobile home park.) \_\_\_\_\_

Name of Mortgage Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Account Number \_\_\_\_\_ Date obtained this mortgage? \_\_\_\_\_

What are the monthly payments? \$ \_\_\_\_\_ What is the pay-off amount on this mortgage? \$ \_\_\_\_\_

Are you behind in payments?  YES  NO If so, what months? \_\_\_\_\_

What interest rate do you pay? \_\_\_\_\_ % Amount to catch up back payments? \$ \_\_\_\_\_

What year was your mobile home last appraised? \_\_\_\_\_ What was the appraised value? \$ \_\_\_\_\_

Do you have a second mortgage on this mobile home?  YES  NO

## SECOND MORTGAGE INFORMATION (IF APPLICABLE)

Name of Mortgage Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Account Number \_\_\_\_\_ Date obtained this mortgage? \_\_\_\_\_

What are the monthly payments? \$ \_\_\_\_\_ What is the pay-off amount on this mortgage? \$ \_\_\_\_\_

Are you behind in payments?  YES  NO If so, what months? \_\_\_\_\_

What interest rate do you pay? \_\_\_\_\_ % Amount to catch up back payments? \$ \_\_\_\_\_

## COLLECTION INFORMATION (IF APPLICABLE)

Name of Collector or Attorney \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**If in collection, please provide a copy of the court documents you were served.**

# YOUR HOUSEHOLD INVENTORY

Please check the items below that you currently have in your home. Then, provide the **YARD SALE VALUE** of each item -- **NOT** the replacement cost.

- Yard Sale Value**
- Stove/Cooking Unit      \$ \_\_\_\_\_
  - Refrigerator              \$ \_\_\_\_\_
  - Washer/Dryer             \$ \_\_\_\_\_
  - Microwave                 \$ \_\_\_\_\_
  - Cooking Utensils         \$ \_\_\_\_\_
  - Silverware/Flatware     \$ \_\_\_\_\_
  - Cookware (Pots/Pans)    \$ \_\_\_\_\_
  - Living Room Furniture    \$ \_\_\_\_\_
  - Dining Room Furniture    \$ \_\_\_\_\_
  - Tables and Chairs         \$ \_\_\_\_\_
  - Televisions(s)            \$ \_\_\_\_\_
  - VCR(s)                     \$ \_\_\_\_\_
  - DVD(s)                     \$ \_\_\_\_\_
  - Compact Disks            \$ \_\_\_\_\_
  - All Other Stereo Equipment \$ \_\_\_\_\_
- Describe item(s): \_\_\_\_\_

- Bedroom Furniture        \$ \_\_\_\_\_
  - Dressers/Nightstands     \$ \_\_\_\_\_
  - Lamps and Accessories    \$ \_\_\_\_\_
  - Wedding Rings**         \$ \_\_\_\_\_
  - Other Jewelry/Watches** \$ \_\_\_\_\_
- Describe item(s): \_\_\_\_\_

- Furs                         \$ \_\_\_\_\_
  - Computer(s)**             \$ \_\_\_\_\_
  - Computer Printers         \$ \_\_\_\_\_
  - Desks/Office Furniture    \$ \_\_\_\_\_
  - Other Computer Equipment \$ \_\_\_\_\_
- Describe item(s): \_\_\_\_\_

- Photography Equipment    \$ \_\_\_\_\_
  - Satellite Disks             \$ \_\_\_\_\_
  - All Clothing**             \$ \_\_\_\_\_
  - (including shoes, coats, hats, etc.)
  - Collectibles                \$ \_\_\_\_\_
- Describe item(s): \_\_\_\_\_

- Paintings/Art              \$ \_\_\_\_\_
- Describe item(s): \_\_\_\_\_
- Carpenters Tools          \$ \_\_\_\_\_
- Describe item(s): \_\_\_\_\_
- Mechanics Tools          \$ \_\_\_\_\_
- Describe item(s): \_\_\_\_\_
- Guns and Firearms         \$ \_\_\_\_\_
- Describe item(s): \_\_\_\_\_
- Lawnmower                 \$ \_\_\_\_\_
- Boats**                     \$ \_\_\_\_\_
- Trailers                    \$ \_\_\_\_\_
- Campers                    \$ \_\_\_\_\_
- Yard Tools/Equipment     \$ \_\_\_\_\_
- Swimming Pool             \$ \_\_\_\_\_
- Cell Phones**             \$ \_\_\_\_\_

**OTHER ASSETS**

- Rent deposit with landlord \$ \_\_\_\_\_
- Name of Landlord \_\_\_\_\_
- Address \_\_\_\_\_
- City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
- Government Bonds         \$ \_\_\_\_\_
- Certificate of Deposits     \$ \_\_\_\_\_
- Copyrights/Patents         \$ \_\_\_\_\_
- Aircraft                     \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_

# YOUR MOTOR VEHICLES

Motor vehicles include cars, trucks, SUV's, motorcycles, mobile homes, boats, trailers, campers, etc. that are TITLED IN YOU (OR YOUR SPOUSE'S NAME) **Print out more sheets if you own more than 2 vehicles.**

Type:  Automobile  Truck  Motorcycle  Mobile Home  Other:

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Condition  Excellent  Good  Fair  Poor  Not Running Mileage \_\_\_\_\_

Name(s) on vehicle title? \_\_\_\_\_

Is vehicle leased?  YES  NO If yes, what is the "buy out" on the lease? \_\_\_\_\_

Name of company you make payments to for this vehicle: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Account Number \_\_\_\_\_ Date Established Loan \_\_\_\_\_

Monthly Payment \$ \_\_\_\_\_ How many months are you behind in payments? \_\_\_\_\_

What is the "pay off" amount on this vehicle? \$ \_\_\_\_\_ Check one:  Keep  Surrender

Have you went to a loan company and listed this vehicle as collateral for a personal loan?  YES  NO

If so, name of loan company for personal loan: \_\_\_\_\_

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Type:  Automobile  Truck  Motorcycle  Mobile Home  Other:

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

Condition  Excellent  Good  Fair  Poor  Not Running Mileage \_\_\_\_\_

Name(s) on vehicle title? \_\_\_\_\_

Is vehicle leased?  YES  NO If yes, what is the "buy out" on the lease? \_\_\_\_\_

Name of company you make payments to for this vehicle: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Account Number \_\_\_\_\_ Date Established Loan \_\_\_\_\_

Monthly Payment \$ \_\_\_\_\_ How many months are you behind in payments? \_\_\_\_\_

What is the "pay off" amount on this vehicle? \$ \_\_\_\_\_ Check one:  Keep  Surrender

Have you went to a loan company and listed this vehicle as collateral for a personal loan?  YES  NO

If so, name of loan company for personal loan: \_\_\_\_\_

# DEBT SHEET 1 OF 5

- PRINT OUT MORE PAGES IF YOU HAVE MORE THAN 15 TOTAL DEBTS.
- DO NOT JUST LIST DEBTS YOU WANT TO INCLUDE -- BUT EVERY DEBT YOU OWE, EVEN LOAN FROM RELATIVES

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## DEBT SHEET 2 OF 5

- PRINT OUT MORE PAGES IF YOU HAVE MORE THAN 15 TOTAL DEBTS.
- DO NOT JUST LIST DEBTS YOU WANT TO INCLUDE -- BUT EVERY DEBT YOU OWE, EVEN LOAN FROM RELATIVES

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## DEBT SHEET 3 OF 5

- PRINT OUT MORE PAGES IF YOU HAVE MORE THAN 15 TOTAL DEBTS.
- DO NOT JUST LIST DEBTS YOU WANT TO INCLUDE -- BUT EVERY DEBT YOU OWE, EVEN LOAN FROM RELATIVES

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## DEBT SHEET 4 OF 5

- PRINT OUT MORE PAGES IF YOU HAVE MORE THAN 15 TOTAL DEBTS.
- DO NOT JUST LIST DEBTS YOU WANT TO INCLUDE -- BUT EVERY DEBT YOU OWE, EVEN LOAN FROM RELATIVES

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## DEBT SHEET 5 OF 5

- PRINT OUT MORE PAGES IF YOU HAVE MORE THAN 15 TOTAL DEBTS.
- DO NOT JUST LIST DEBTS YOU WANT TO INCLUDE -- BUT EVERY DEBT YOU OWE, EVEN LOAN FROM RELATIVES

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Name of Creditor \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Total amount you owe on this debt \_\_\_\_\_ Account No: \_\_\_\_\_  
Date (or year) you originally obtained this debt or established credit: \_\_\_\_\_  
If this debt is for a credit card, what date (or year) did you last make a purchase? \_\_\_\_\_  
What is this debt for? \_\_\_\_\_  
Who is financially responsible for this debt?  HUSBAND  WIFE  BOTH  OTHER \_\_\_\_\_  
Has this debt been turned over to a collection agency?  YES  NO  
Name of collection agency or law firm \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



# INCOME HISTORY FOR YOU

Your Name as listed on your current paycheck stub: \_\_\_\_\_

Year-to-Date Total for this current year? \_\_\_\_\_

**VERY IMPORTANT:** Gross Income last year \_\_\_\_\_ Gross Income 2 Yrs Ago \_\_\_\_\_

Employer's Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Length of Time at This Job? \_\_\_\_\_ Years \_\_\_\_\_ Months \_\_\_\_\_

Job Title (do not abbreviate) \_\_\_\_\_

How often do you get paid? (*circle or check one*)

- every week       bi-weekly (sometimes I get paid 3 times a month)       once a month  
 semi-monthly (on the same 2 days of each month)

What is your "average" gross wages before deductions? \_\_\_\_\_

How much "average" extra money do you receive in overtime and commissions per pay period? \_\_\_\_\_

What is the total amount of taxes deducted (FICA, Federal, State, Local) from your paycheck? \_\_\_\_\_

How much Insurance is deducted from your paycheck? \_\_\_\_\_ How much in Union Dues? \_\_\_\_\_

How much do you pay in Alimony or Child Support if any? \_\_\_\_\_ Are you court ordered to pay this?  YES  NO

Are there any other deductions from your paycheck?  YES  NO If yes, how much? \_\_\_\_\_

What is this "other" deduction for? \_\_\_\_\_ If 401K Plan, how long have you participated? \_\_\_\_\_

How much additional income do you make monthly from a business, flea market, etc? \_\_\_\_\_

Monthly Income from real property (rentals) \_\_\_\_\_ Monthly Interests and Dividends \_\_\_\_\_

Monthly Alimony or Child Support received \_\_\_\_\_ Monthly Social Security \_\_\_\_\_

Monthly Government Assistance \_\_\_\_\_ Monthly Food Stamps \_\_\_\_\_

Monthly Public Assistance \_\_\_\_\_ Monthly Pension or Retirement \_\_\_\_\_

Other Income (Reason and amount received monthly)? \_\_\_\_\_

Do you have a second job?  YES  NO If yes, name of employer: \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Length of Time at This Job? \_\_\_\_\_ Job Title \_\_\_\_\_

How often do you get paid? (*check one*)

- every week       bi-weekly (sometimes I get paid 3 times a month)       once a month  
 semi-monthly (on the same 2 days of each month)

What is your "average" gross wages before deductions? \_\_\_\_\_

Do you receive any income from a home-based business?  YES  NO How much per month? \_\_\_\_\_

# INCOME HISTORY FOR YOUR SPOUSE IF FILING JOINTLY

Your Name as listed on your current paycheck stub: \_\_\_\_\_

Year-to-Date Total for this current year? \_\_\_\_\_

**VERY IMPORTANT:** Gross Income last year \_\_\_\_\_ Gross Income 2 Yrs Ago \_\_\_\_\_

Employer's Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Length of Time at This Job? \_\_\_\_\_ Years \_\_\_\_\_ Months \_\_\_\_\_

Job Title (do not abbreviate) \_\_\_\_\_

How often do you get paid? (circle or check one)

- every week       bi-weekly (sometimes I get paid 3 times a month)       once a month  
 semi-monthly (on the same 2 days of each month)

What is your "average" gross wages before deductions? \_\_\_\_\_

How much "average" extra money do you receive in overtime and commissions per pay period? \_\_\_\_\_

What is the total amount of taxes deducted (FICA, Federal, State, Local) from your paycheck? \_\_\_\_\_

How much Insurance is deducted from your paycheck? \_\_\_\_\_ How much in Union Dues? \_\_\_\_\_

How much do you pay in Alimony or Child Support if any? \_\_\_\_\_ Are you court ordered to pay this?  YES  NO

Are there any other deductions from your paycheck?  YES  NO If yes, how much? \_\_\_\_\_

What is this "other" deduction for? \_\_\_\_\_ If 401K Plan, how long have you participated? \_\_\_\_\_

How much additional income do you make monthly from a business, flea market, etc? \_\_\_\_\_

Monthly Income from real property (rentals) \_\_\_\_\_ Monthly Interests and Dividends \_\_\_\_\_

Monthly Alimony or Child Support received \_\_\_\_\_ Monthly Social Security \_\_\_\_\_

Monthly Government Assistance \_\_\_\_\_ Monthly Food Stamps \_\_\_\_\_

Monthly Public Assistance \_\_\_\_\_ Monthly Pension or Retirement \_\_\_\_\_

Other Income (Reason and amount received monthly)? \_\_\_\_\_

Do you have a second job?  YES  NO If yes, name of employer: \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

Length of Time at This Job? \_\_\_\_\_ Job Title \_\_\_\_\_

How often do you get paid? (check one)

- every week       bi-weekly (sometimes I get paid 3 times a month)       once a month  
 semi-monthly (on the same 2 days of each month)

What is your "average" gross wages before deductions? \_\_\_\_\_

Do you receive any income from a home-based business?  YES  NO How much per month? \_\_\_\_\_

## HOME BASED BUSINESS OWNERS

If you have operated a business inside your home, or owned a small business that does not qualify for filing under Chapter 11 of the Bankruptcy Code, an Exhibit will be prepared for the Trustee overseeing your case. Please list below the **normal** income and expenses your business generated for an **average** month. If you did not have an average monthly income due to extreme highs and lows in your business, estimate your total yearly income and divide by 12 to get the average monthly income. Use the same method of determining your average monthly expenses and enter into the spaces below:

Average monthly business income \$ \_\_\_\_\_

Did you withhold any earnings for tax purposes?  Yes  No

If yes, how much did you withhold monthly? \$ \_\_\_\_\_

Average monthly business expenses (if applicable)

Rent and utilities \$ \_\_\_\_\_

Office Supplies \$ \_\_\_\_\_

Product Supplies \$ \_\_\_\_\_

Wages \$ \_\_\_\_\_

Equipment Leases \$ \_\_\_\_\_

Other Business Leases \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

**Total Average Monthly Income** \$ \_\_\_\_\_

**Total Average Monthly Expenses** \$ \_\_\_\_\_

**Average Monthly Business Profit** \$ \_\_\_\_\_

Did you file income taxes for the years you operated your business?  Yes  No

If not, what years did you **NOT** file taxes? \_\_\_\_\_

# MONTHLY BUDGET

This form is necessary to determine how much you spend each month on living expenses. Be sure to write in the MONTHLY (not yearly) amounts in the spaces below each expenditure. For utilities, your bill may be higher in the winter than in the summer, so write an amount that is "average" covering the whole 12 month period.

### Housing Expenses

Rent (if you do not own your home) \$ \_\_\_\_\_

First Mortgage payment or mobile home monthly payment \$ \_\_\_\_\_

Second mortgage (if applicable) \$ \_\_\_\_\_

Third mortgage (if applicable) \$ \_\_\_\_\_

Lot Payment (if applicable) \$ \_\_\_\_\_

Are real estate taxes included in your mortgage payment?  Yes  No

Taxes not included in house payment \$ \_\_\_\_\_

Is your home insurance included in your mortgage payment?  Yes  No

Insurance not included in house payment \$ \_\_\_\_\_

**Utilities (Normal Monthly Average)**

Electricity and Gas \$ \_\_\_\_\_

Water \$ \_\_\_\_\_

Telephone (Basic Service) \$ \_\_\_\_\_

Trash Pick-Up \$ \_\_\_\_\_

**Basic Needs**

Home Maintenance (home owners) \$ \_\_\_\_\_

Food (Monthly) \$ \_\_\_\_\_

Clothing (Monthly Expense) \$ \_\_\_\_\_

Laundry, dry cleaning, soap, etc. \$ \_\_\_\_\_

Medical expenses not paid by insurance \$ \_\_\_\_\_

**Transportation**

Gasoline/autom maintenance \$ \_\_\_\_\_

Recreation, Entertainment \$ \_\_\_\_\_

Charitable Giving (if claimed on taxes) \$ \_\_\_\_\_

**Insurance**

Renters Insurance \$ \_\_\_\_\_

Life Insurance (other than employer) \$ \_\_\_\_\_

Health Insurance (other than employer) \$ \_\_\_\_\_

Automobile Insurance \$ \_\_\_\_\_

Other Insurance \$ \_\_\_\_\_

Cell phone \$ \_\_\_\_\_

### Taxes

Are any other taxes deducted from your wages? If so, what type of taxes are they? \$ \_\_\_\_\_

### Other Expenses

Alimony or Child Support \$ \_\_\_\_\_

Payments for someone outside your home \$ \_\_\_\_\_

Union Dues (not payroll deducted) \$ \_\_\_\_\_

Professional Dues (not payroll deducted) \$ \_\_\_\_\_

Child Care Expenses \$ \_\_\_\_\_

Babysitter/Day Care Expenses \$ \_\_\_\_\_

School Expenses \$ \_\_\_\_\_

School Lunch Expenses \$ \_\_\_\_\_

College Tuition (Not Loans) \$ \_\_\_\_\_

Student Loan Repayment \$ \_\_\_\_\_

Newspapers, Books, Magazines \$ \_\_\_\_\_

Personal Care Items \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_

Use the space below to describe any additional monthly expenses that you must pay out of your pocket that are not covered here. Explain the type of expense, amount of expense and how long you will continue to have this expense:

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## STATEMENT OF AFFAIRS (1 of 11)

The following pages contain extremely **IMPORTANT QUESTIONS**, many of which will be asked you again by the Trustee when you attend your first hearing. Please take your time and go through every question thoroughly and provide as much detail as possible to the questions you answer "yes" to.

**List the names of all spouses (past and present) that you have been married to, as well as the dates you were married to this spouse:**

Full Name (First, Middle, Last) \_\_\_\_\_

Dates Married: From \_\_\_\_\_ To \_\_\_\_\_

Full Name (First, Middle, Last) \_\_\_\_\_

Dates Married: From \_\_\_\_\_ To \_\_\_\_\_

Full Name (First, Middle, Last) \_\_\_\_\_

Dates Married: From \_\_\_\_\_ To \_\_\_\_\_

Full Name (First, Middle, Last) \_\_\_\_\_

Dates Married: From \_\_\_\_\_ To \_\_\_\_\_

**Have you ever provided a notice to any governmental unit of a Release of Hazardous Materials?**

Yes  No

If so, list the name and address of every site for which you have provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

Name/Address of Site \_\_\_\_\_

Governmental Unit Notice Sent To \_\_\_\_\_

Date Notice Sent to Governmental Unit \_\_\_\_\_

**Do you share the ownership of any real property with another person, such as a co-tenancy or joint tenancy? (This does not apply to your spouse.)**

Yes  No

Name of person \_\_\_\_\_

**Do you have a future interest in any real estate, such as putting money down on a property you have not purchased yet?**

Yes  No

If so, provide details: \_\_\_\_\_

**Do you own or are you buying a time-share in a vacation property or resort?**

Yes  No

If so, provide details: \_\_\_\_\_

**Do you have a car, truck, motorcycle, boat or camper in your possession titled in someone else's name?**

Yes  No

Year, Make, Model of Vehicle \_\_\_\_\_

Whose name is the motor vehicle titled to? \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

What is this person's relationship to you? \_\_\_\_\_

Why are you holding this property? \_\_\_\_\_

## STATEMENT OF AFFAIRS (2 of 11)

Are you buying any of your furniture or appliances with installment payments?

Yes  No

Description of Item(s)

1. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_
2. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_
3. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_

Name of company you make installment payments to: \_\_\_\_\_

**\*\* MAKE SURE TO LIST THIS DEBT ON THE DEBT SHEETS.**

Are you renting-to-own any of your furniture or appliances?

Yes  No

Description of Item(s)

1. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_
2. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_
3. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_

Name of company you make installment payments to: \_\_\_\_\_

**\*\* MAKE SURE TO LIST THIS DEBT ON THE DEBT SHEETS.**

Have you gone to a loan company or bank and listed any of your furniture, appliances or personal possessions at the time you obtained the loan?

Yes  No

Description of Item(s)

1. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_
2. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_
3. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_

Name of company you make installment payments to: \_\_\_\_\_

**\*\* MAKE SURE TO LIST THIS DEBT ON THE DEBT SHEETS.**

Do you own or are you buying any tools or equipment that you use for your work?

Yes  No

Description of Item(s): \_\_\_\_\_

Value of the item if sold at a flea market or yard sale: \_\_\_\_\_

If making payments on, who do you pay? \_\_\_\_\_

**\*\* MAKE SURE TO LIST THIS DEBT ON THE DEBT SHEETS**

At present, do you have any inventory (stock in trade) that could be sold for \$200 or more in profit?

Yes  No

Description of Item(s) \_\_\_\_\_

Value of the item if sold at a flea market or yard sale \_\_\_\_\_

## STATEMENT OF AFFAIRS (3 of 11)

Are you buying any jewelry with installment payments?

Yes  No

Description of Item(s)

1. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_  
2. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_  
3. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_

Name of company you make installment payments to: \_\_\_\_\_

**\*\* MAKE SURE TO LIST THIS DEBT ON THE DEBT SHEETS.**

Do you have any animals, livestock or pets you could sell for \$200 or more?

Yes  No

Description of Animal(s) \_\_\_\_\_

Value of the animals if you had to sell them \_\_\_\_\_

Do you have any checking or savings account(s) at this time?

Yes  No

Name of Bank \_\_\_\_\_

Address of Branch: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of account: Checking, Savings or Both? \_\_\_\_\_

Name(s) on the Account \_\_\_\_\_

Account Number for Checking \_\_\_\_\_ Present Balance \_\_\_\_\_

Account Number for Savings (if applicable) \_\_\_\_\_ Present Balance \_\_\_\_\_

**Name of Second Bank (if applicable)** \_\_\_\_\_

Address of Branch: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of account: Checking, Savings or Both? \_\_\_\_\_

Name(s) on the Account \_\_\_\_\_

Account Number \_\_\_\_\_ Present Balance \_\_\_\_\_

Have you closed any bank accounts within the past two (2) years?

Yes  No

Name of Bank \_\_\_\_\_

Address of Bank \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Account Number \_\_\_\_\_ Date Closed \_\_\_\_\_ Name on Account \_\_\_\_\_

Did you owe a balance when you closed this account?  Yes  No Balance owed: \_\_\_\_\_

If you did not owe a balance when you closed this account, how much money did you receive? \_\_\_\_\_

# STATEMENT OF AFFAIRS (4 of 11)

**Do you or have you rented a safe deposit box during the past two (2) years?**  Yes  No

Name of Financial Institution \_\_\_\_\_

Address of Financial Institution \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

What are the contents of the safe deposit box? \_\_\_\_\_

What monthly amount do you pay for rental of this deposit box? \_\_\_\_\_

If you no longer have the safe deposit box, what date/year did you surrender it? \_\_\_\_\_

If you transferred the safe deposit box, who did you transfer it to? \_\_\_\_\_

**Do you have a Christmas Club Account or any other special purpose accounts?**  Yes  No

Name of Financial Institution \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of account: \_\_\_\_\_ Account Number \_\_\_\_\_

Name(s) on the Account \_\_\_\_\_ Present Balance \_\_\_\_\_

**Do you currently have any security deposits being held by a utility company?**  Yes  No

If yes, what is the amount? \_\_\_\_\_ Name of Utility Company: \_\_\_\_\_

Address of Utility Company \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Account Number \_\_\_\_\_ Present Balance \_\_\_\_\_

\*\* Remember to include any past-due utility bills that you owe from previous addresses on your Debt Sheets.

**Do you have any life insurance?**  Yes  No

Name of Insurance Company \_\_\_\_\_

If a "whole life" policy -- what is the current cash value? \_\_\_\_\_

If your life insurance is only payable upon death, what is the face value of the policy? \_\_\_\_\_

Who is the beneficiary? \_\_\_\_\_ Relationship \_\_\_\_\_

\*\* If you have other life insurance policies, please list the information above for each one on BACK of this page.

**Do you or your spouse participate in a retirement, 401K or pension plan?**  Yes  No

Type of pension plan (i.e., 401-K, PERS, etc.) \_\_\_\_\_

When did you first enroll in this plan? \_\_\_\_\_ Current cash value: \_\_\_\_\_



## STATEMENT OF AFFAIRS (5 of 11)

Have you set up your own separate retirement not provided by employer?  Yes  No

Name of Financial Institution (if applicable) \_\_\_\_\_

Amount in this separate retirement account? \_\_\_\_\_ Who is the beneficiary? \_\_\_\_\_

Will you be receiving retirement benefits from a previous employer within the next six (6) months?  Yes  No

Date you expect to start receiving retirement benefits: \_\_\_\_\_

Do you have any stocks, bonds (including savings bonds) or mutual funds?  Yes  No

Type of bond, stock, mutual fund: \_\_\_\_\_

Does this bond, stock or mutual fund have a cash value?  Yes  No Cash value: \_\_\_\_\_

Does you have a cell phone?  Yes  No

Name of cell phone company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Account Number \_\_\_\_\_ Date contract began \_\_\_\_\_

Is this a month-to-month contract?  Yes  No

If not, what is the length of the contract?  1 year  2 years  3 years  Other: \_\_\_\_\_

What is the normal monthly contract payment? (i.e.: \$19.95, \$29.95, etc) \_\_\_\_\_

\*\* If you have more than one cell phone, list the same information above on the BACK of this page.

Do you live with a roommate/relative that pays part of your expenses?  Yes  No

Name of roommate or relative: \_\_\_\_\_ Relationship? \_\_\_\_\_

What expenses do they pay? \_\_\_\_\_

What is the total amount they contribute on a monthly basis to your living expenses? \_\_\_\_\_

How long have they been paying this amount? From \_\_\_\_\_ To \_\_\_\_\_

Do relatives or other parties help to pay part or all of your monthly expenses?  Yes  No

Name of relatives providing additional support: \_\_\_\_\_

Relationship of this relative to you: \_\_\_\_\_

What is the total amount they contribute on a monthly basis to your living expenses? \_\_\_\_\_

How long have they been paying this amount? From \_\_\_\_\_ To \_\_\_\_\_

# STATEMENT OF AFFAIRS (6 of 11)

Are you currently attending college?

Yes  No

Name of college \_\_\_\_\_

Anticipated graduation date \_\_\_\_\_ Major of Study \_\_\_\_\_

Do you have a student loan?

Yes  No

Name of institution you will make payments to: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date student loan first obtained? \_\_\_\_\_ Date payment is/was to begin: \_\_\_\_\_

Total amount to pay off student loan \_\_\_\_\_ Average monthly payment \_\_\_\_\_

Do you currently owe any fines? (includes parking tickets, moving violations, etc)

Yes  No

Name of court you owe fines to \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of occurrence \_\_\_\_\_ Amount owed \_\_\_\_\_

Case number assigned by court \_\_\_\_\_ Name of party  Husband  Wife  Other

What was this fine for? \_\_\_\_\_

If you pay child support, are you currently behind in any payments?

Yes  No

Name of person/agency you pay child support to \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

What is the total amount you owe in back child support? \_\_\_\_\_

What date (or year) were you supposed to start paying child support? \_\_\_\_\_

If so, what are the payment arrangements? \_\_\_\_\_

Even if you never expect to collect any money, does an ex-spouse owe you money for alimony or child support?

Yes  No

Name of Ex-Spouse \_\_\_\_\_

Address of Ex-Spouse \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Total amount he/she owes you \_\_\_\_\_ Date originally started owing you \_\_\_\_\_

Has this ex-spouse been court ordered to pay you? \_\_\_\_\_ Year of court order? \_\_\_\_\_

## STATEMENT OF AFFAIRS (7 of 11)

**Over the last year, have you, your children or your spouse been involved in an accident where someone was hurt, for example, a car accident?**

Yes  No

Date accident occurred \_\_\_\_\_ Who was at fault? \_\_\_\_\_

Who was involved in the accident? \_\_\_\_\_

Was any insurance money received?  Yes  No If yes, how much? \_\_\_\_\_

**During the next six (6) months, do you expect to inherit anything?**

Yes  No

How much do you expect to inherit? \_\_\_\_\_ Date expected \_\_\_\_\_

Reasons for inheritance \_\_\_\_\_

**During the next six (6) months, do you expect to recover on anyone's life insurance policy?**

Yes  No

How much do you expect to receive? \_\_\_\_\_ Date expected \_\_\_\_\_

Reasons for receiving this money: \_\_\_\_\_

**Do you expect to receive any money from any insurance claim, for any reason, during the next six (6) months?**

Yes  No

How much do you expect to receive? \_\_\_\_\_ Date expected \_\_\_\_\_

Reasons for receiving this money: \_\_\_\_\_

**Are you the beneficiary of a trust fund?**

Yes  No

What is the amount of the trust fund? \_\_\_\_\_ Name of trust fund owner \_\_\_\_\_

Relationship to you: \_\_\_\_\_ When will you have access to this trust fund? \_\_\_\_\_

**Are you owed any back wages, commissions, or vacation pay from your current or previous employer?**

Yes  No

Employer Name \_\_\_\_\_

Amount expected to receive \_\_\_\_\_ Date expected to receive \_\_\_\_\_

\*\* Provide details about this amount owed you. (Feel free to use the back of this page if necessary)

**Is any of your property in the hands of a repairman, storage company or pawnbroker?**

Yes  No

Name of Place Holding Your Property \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Description of Items and yard sale value:

1. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_

## STATEMENT OF AFFAIRS (8 of 11)

2. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_

3. \_\_\_\_\_ Yard Sale Value \_\_\_\_\_

What is the total amount you need to pay in order to get these items released? \_\_\_\_\_

**In the near future, do you expect to settle, win or begin a case for personal injury?**  Yes  No

How much do you expect to receive? \_\_\_\_\_ Date you expect to receive this money? \_\_\_\_\_

Provide details about this personal injury claim: \_\_\_\_\_

Name of attorney or law firm handling this claim? \_\_\_\_\_

**In the near future, do you expect to enter into any property settlement with a former spouse?**  Yes  No

List all items you expect to receive or turn over in the property settlement (including cash): \_\_\_\_\_

What is the total market value (yard sale value) of these items? \_\_\_\_\_

When do you expect to receive this money or property? or \_\_\_\_\_

When do you expect to turn over this cash or property? \_\_\_\_\_

**Does anyone owe you any money for a judgment you have obtained against them?**  Yes  No

Name of party you filed a lawsuit on \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date you filed this lawsuit? \_\_\_\_\_ Money amount awarded you in judgment: \_\_\_\_\_

**Even if you never expect to collect, does anyone owe you any money for any reason whatsoever?**  Yes  No

Name of Person who owes you money \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Explain why they owe you money: \_\_\_\_\_

Amount they owe you \_\_\_\_\_ Date they originally started owing you \_\_\_\_\_

**Have you made any payments on your loans or bills other than ordinary payments? In other words, have you made catch-up payments, paid off or borrowed to pay on or off bills or loans?**  Yes  No

Name of Creditor You Paid \_\_\_\_\_

Date Paid \_\_\_\_\_ Amount Paid \_\_\_\_\_ Current Balance Due \_\_\_\_\_

Name of Creditor You Paid \_\_\_\_\_

Date Paid \_\_\_\_\_ Amount Paid \_\_\_\_\_ Current Balance Due \_\_\_\_\_

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## STATEMENT OF AFFAIRS (9 of 11)

**Are there any lawsuits pending against you now?**

Yes  No

Name of party suing you (Plaintiff)? \_\_\_\_\_

Case Number \_\_\_\_\_ Date Lawsuit Filed \_\_\_\_\_

Type of Lawsuit From Court Pleading (Complaint, Summons, etc.) \_\_\_\_\_

Attorney for the Plaintiff (found on court pleading): \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Court when lawsuit was filed (at the top of the pleading) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\*\* If lawsuit is LESS THAN 1 YEAR OLD, please make a copy and include with these forms

**Have your wages or property been garnisheed or attached?**

Yes  No

Who garnisheed your wages or attached your property? \_\_\_\_\_

When item did they repossess? (If car, provide the year, make, model) \_\_\_\_\_

How much money do they take from your paycheck? \_\_\_\_\_ How often is this deducted? \_\_\_\_\_

**Have you returned any property to creditors or was any of your property repossessed from you, sold at foreclosure, transferred through a deed or returned to a seller?**

Yes  No

What property did you turn over to a receiver? \_\_\_\_\_

When and where did this take place? \_\_\_\_\_

**Is any of your property in receivership or other legal custody?**

Yes  No

When did you file your receivership? \_\_\_\_\_

In what court was this done? \_\_\_\_\_

**Have you made any gifts to friends or relatives?**

Yes  No

What gifts or transfers have you made? \_\_\_\_\_

Who did you give the gift to? \_\_\_\_\_

What date/year did you make the gift? \_\_\_\_\_ What is the approximate value? \_\_\_\_\_

**Have you transferred any money or property to family members or friends or paid them any money on debts you might owe them?**

Yes  No

Type of property transferred: \_\_\_\_\_

What date/year was it transferred? \_\_\_\_\_ What is the approximate value? \_\_\_\_\_

## STATEMENT OF AFFAIRS (10 of 11)

Have you have any unusual losses, such as fire, theft, gambling or otherwise?  Yes  No

Type of loss?  Fire  Theft  Gambling  Other: \_\_\_\_\_

What item(s) or amount of money was lost? \_\_\_\_\_

What date/year was it lost? \_\_\_\_\_ Amount insurance paid? \_\_\_\_\_

Have you had any losses covered by insurance?  Yes  No

Describe loss: \_\_\_\_\_

Date/year of loss? \_\_\_\_\_ Amount insurance paid? \_\_\_\_\_

Have you consulted with any other attorney about your financial affairs or paid money to a debt counseling service?  Yes  No

Name of attorney or service \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Consultation Date \_\_\_\_\_ Total paid for service \_\_\_\_\_

Have you filed any bankruptcy within the last six (6) years?  Yes  No

Did you file a Chapter 7, Chapter 13, or a Chapter 11? \_\_\_\_\_

Date your bankruptcy was filed? \_\_\_\_\_ City, State Filed? \_\_\_\_\_

Name(s) of persons who filed? \_\_\_\_\_

Was the case discharged?  Yes  No Case Number \_\_\_\_\_

Is anyone holding any property that belongs to you?  Yes  No

Item(s) in someone else's possession that belong to you? \_\_\_\_\_

Name of person holding these items: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Beside your current address, have you lived at any other addresses within the past six (6) years?  Yes  No

Previous Address lived at: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Time period lived at this address: From (date/year) \_\_\_\_\_ To (date/year) \_\_\_\_\_

Name(s) of parties who lived at this address: \_\_\_\_\_

## STATEMENT OF AFFAIRS (11 of 11)

Previous Address lived at: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Time period lived at this address: From (date/year) \_\_\_\_\_ To (date/year) \_\_\_\_\_

Name(s) of parties who lived at this address: \_\_\_\_\_

Previous Address lived at: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Time period lived at this address: From (date/year) \_\_\_\_\_ To (date/year) \_\_\_\_\_

Name(s) of parties who lived at this address: \_\_\_\_\_

**Have you been self-employed or had any financial interest in any business (or been involved in a partnership with someone who owned a business) within the past six (6) years?**  Yes  No

Name of business \_\_\_\_\_

Business address \_\_\_\_\_

Type of business (what type of products were sold)? \_\_\_\_\_

Date business began \_\_\_\_\_ Date business ended \_\_\_\_\_

Name of your partners, co-investors, or associates? \_\_\_\_\_

What were your net profits for this year? \_\_\_\_\_ Last year? \_\_\_\_\_ 2 Yrs Ago? \_\_\_\_\_

How much income tax do you pay from the income you make with your business? \_\_\_\_\_

**During the past two (2) years, have either you or your spouse had any other income source outside normal pay from your employer? (includes flea market dealers)**  Yes  No

Income this year? \_\_\_\_\_ Last year? \_\_\_\_\_ 2 Yrs Ago? \_\_\_\_\_

*By signing below, I state that all the information provided in the pages of the "Statement of Affairs is true and correct to the best of my knowledge.*

\_\_\_\_\_  
Signature of Debtor #1

\_\_\_\_\_  
Signature of Debtor #2

# Bankruptcy Client Checklist

Due to changes in the bankruptcy law, clients must provide the following documents (where applicable) to their bankruptcy attorney prior to the preparation of their bankruptcy petition.

1. 6 months of paycheck stubs.
2. 2 most current months of all bank and credit union account statements.
3. Copies of titles to all motor vehicles.
4. Recorded mortgage and deed for all real property. These documents are normally obtained from the Recorder's Office for the county where the real property is located.
5. Copies of any and all lease agreements, including motor vehicle leases, rent-to-own property, contracts, etc.
6. A copy of appraisals made within the past 12 months for all real property. The county tax appraisal will be sufficient.
7. Copies of lawsuits, foreclosures, judgments, liens or garnishments filed within the past two (2) years.
8. Copies of insurance policies including life, disability insurance, homeowners, renters, motor vehicles or any other insured assets. Be sure to include any "riders" which cover any specific items of personal property with insured values.
9. Income tax returns for the past 4 years.
10. All documents reflecting the current balance of any retirement accounts, IRAs, 401Ks, etc.
11. Separation agreements, decrees of dissolution, divorce decrees or support obligations filed within the past 6 years.
12. Security agreements, financing statements and any or all personal property leases.
13. Copies of credit reports from all 3 credit reporting agencies: Equifax, TransUnion and Experian. Under the law, you are entitled to one free credit report per year which you can obtain online at:  
<https://www.annualcreditreport.com/>
14. Stock certificates, bonds, credit union and passbook savings accounts and statements evidencing investments or savings.
15. Documents verifying interest in any future property (such as a will).
16. Consumer credit counseling certificate of completion. If you have not obtained your credit counseling, you may obtain them thru Access



Counseling online at [www.accesscounseling.com](http://www.accesscounseling.com) or by calling (800)205-9297. First course is \$25.00, second course is \$15.00.

17. Copies of any previous bankruptcy cases filed within the past eight (8) years.
18. Copies of the most recent statement from any education IRS and/or Tuition Trust Account.
19. Copies of the most recent statements from any student loans.
20. List of prior addresses you have lived at within the past 6 years.
21. The most current copy of all bills, utility, credit card, that you receive in one month.
22. Driver's license or state identification card and social security card.
23. Any documents relating to a "disabled veteran" status.
24. Completed set of Client Intake Forms which provides us with the information to prepare a well-detailed bankruptcy petition acceptable to the court. In no circumstance should your credit report be used in the place of the Debt Sheets within the Client Intake Forms. Your credit report should be used as a guide to make sure all your debts are included.

If you wish to obtain the original of your documents, you may either copy them at a copy shop or scan them into PDF format and place on a CD-Rom for your attorney prior to your meeting.

Thank you.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**DUTIES AND RESPONSIBILITIES OF A DEBTOR UNDER CHAPTER 7 AND  
ATTENDANCE AT THE §341 MEETING OF CREDITORS**

In either a personal or corporate bankruptcy, the Debtor (or its representative(s)) has on going legal obligations to the Trustee, the creditors and to the Bankruptcy Court. Failure to fulfill the obligations can result in a denial of discharge, revocation of discharge or criminal prosecution. It is a Debtor's legal obligation to fully comply with all statutory requirements of Title 11. A Debtor must advise the Trustee if any of the conditions and circumstances stated herein apply to you.

1. You must provide written notice to the Trustee if you remember or become aware of any property (of any kind or value) that you owned or were entitled to at the date you filed your bankruptcy, that you forgot to list or that you did not become aware of until after you filed bankruptcy.
2. You must provide written notice to the Trustee of any inheritance or monies that you receive or become entitled to as a result of a death that occurred either before you filed bankruptcy or within six (6) months after your bankruptcy filing.
3. You must provide written notice to the Trustee of any money or property you may receive as a result of a final divorce decree (excluding child support) that occurred either before you filed bankruptcy or within six (6) months after the date you filed your bankruptcy petition. (A copy of the Divorce Decree and the Property Settlement Agreement or Agreement Incident to Divorce should be sent with the notice.)
4. You must provide a written statement to the Trustee regarding the status of any domestic support obligations you owe, i.e. the amount you owe; when it is owed; are you current or delinquent; if delinquent for how long and how much is owed; and the name and address to whom you pay a domestic support obligations.
5. You must provide written notice to the Trustee of any monies you may receive as a beneficiary of a life insurance policy or as a result of a death benefit plan that you acquire or become entitled to prior to the filing of bankruptcy or within six (6) months after the date you filed your bankruptcy petition.
6. You must turn over to the Trustee any money that you receive as a result of rental properties that are not claimed as exempt.
7. You must provide written notice to the Trustee of any leases, contracts or agreements that require you to provide services or property in the future that entitle you to compensation, services or property in the future.
8. You must turnover to the Trustee the names and addresses of each and every party to whom any transfers, conveyances of gifts or your property that you made and that were not scheduled and that were made within one (1) year prior to the date you filed bankruptcy.

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9. You must provide written notice to the Trustee of all debts repaid within the year prior to filing bankruptcy. You need not advise the Trustee of debts repayments that are properly scheduled or if the total amount of the debt was less than \$1,000.00.
10. You must provide written notice to the Trustee of any tax refund in excess of \$2,500.00 you anticipate receiving or actually receive.
11. Please be aware that you are still responsible for filing your own personal income tax return. You should inform your tax advisor of the filing of your bankruptcy petition, as it affects your own personal tax return. If necessary for the administration of the bankruptcy estate, I will request copies of pre petition tax returns. If you believe that you need to amend a pre-petition tax return you must notify the Trustee in writing.
12. CORPORATE OR PARTNERSHIP DEBTORS – ONLY. In order to comply with the Federal Income Tax Laws applicable to this type of bankruptcy estate, you must give the Trustee copies of your last two (2) income tax returns. If you are not current in your tax filings, please advise me of this and provide copies of the two (2) most recent returns, regardless of year. You are responsible for filing all required unfiled tax returns.
13. CORPORATE DEBTORS – ONLY. Debtor's Representatives must advise me in writing of all bank accounts owned by the Corporation, both open and closed, on the day of filing, including the name and address of the bank, account numbers, and who is authorized to withdraw on the account. This is property of the estate from the date of the filing and no withdrawals should be made by anyone after that date. You must promptly advise the Trustee of any post petition withdrawals and provide the Trustee with a complete accounting of those transactions.
14. You are required to file and complete your statement as to your intention concerning secured consumer debt. I will assume that you have done so within the time provided unless you advise me in writing to the contrary, and state your plans to remedy any default.
15. Pursuant to the rules regarding electronic filing, you are required to provide the Trustee at least ten (10) days prior to your scheduled creditors meeting, with a copy of your schedules, statement of financial affairs, means test form, certificate of credit counseling, two years of tax returns, the bank statements for the two months prior to filing including the month of filing and proof of income for the 60 days prior to filing. Failure to provide this information within ten (10) days in advance of the First Meeting of Creditors will cause your meeting to be **reset**. Additionally, if you fail to provide these documents it could result in dismissal of your case.
16. You are required to appear and attend a Meeting of Creditors. The clerk of the U.S. Bankruptcy Court provides notice of this meeting. If you have not received notice of your meeting within 20 days after your case is filed, contact your attorney or the Clerk. The meeting can only be rescheduled as a result of an emergency or an unavoidable or unforeseen conflict. Work related conflicts must be resolved by the Debtor. Travel and/or vacations plans are not grounds for rescheduling. If you are not represented by counsel, requests for a new date and time **must be in writing** and received more than 15 fifteen days prior to your scheduled meeting and you must provide a statement as to the nature of the emergency or conflict. It is the Trustee's discretion as to whether a reset date and time will be given. You or your attorney will be responsible for re-noticing all creditors of the date and time of the reset. Do not call our office and ask for a reset.
17. You must bring picture identification issued by a governmental authority, such as a driver's license, and your social security card. If you do not have a social security card, you must bring a pay stub, W-2, 1099 or other documents not created by you with the complete number. Your tax

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return is not sufficient. Failure to bring proper identification or proof of social security will cause your meeting to be reset.

18. If your meeting is reset, you and your attorney must sign and file with the Court a written statement that the reset date is the new date for the First Meeting of Creditors, and that you agree and acknowledge that all deadlines associated with the date set for the First Meeting of Creditors run from the new date.
19. Do not contact the Trustee or the Trustee's Office if you are represented by counsel. The Trustee and the Trustee's Office cannot provide you with legal advice. If you need to request information, you or your attorney must do so in writing. You must provide your name, case number and current address when making such request. If you do not receive a copy of your discharge contact your attorney or the Clerk, the Trustee does not issue the discharge.
20. You must swear under oath that you have read the foregoing and have complied with all of its provisions. If you have any questions regarding any of the duties or statements made herein, you or your counsel should address those to me at the §341 Meeting or in a written request.

You have a legal obligation to promptly provide the Trustee with the information requested herein as soon as you learn of it. You must advise the Trustee in writing of all facts that are necessary to fully determine whether the circumstances of your case require action by me as your Trustee. If you receive money or property under any of the categories listed above, you must keep all such monies or property in your possession until the Trustee directs you to take a specific course of action.

Along with this notice, you will be receiving a Bankruptcy Information Sheet attached hereto as Exhibit A required under 11 U.S.C. §341. You must review and be familiar with this information prior to the Meeting of Creditors. I will assume that you have done so. If you have any questions regarding the Statement, please ask at the Creditors' meeting or contact your attorney.

Dated: June 03, 2005

Signed by: /s/  
Ch. 7 Trustee

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## STATEMENT OF INFORMATION REQUIRED BY 11 U.S.C. §341

### INTRODUCTION

Pursuant to the Bankruptcy Reform Act of 1994, the Office of the United States Trustee, United States Department of Justice, has prepared this information sheet to help you understand some of the possible consequences of filing a bankruptcy petition under Chapter 7 of the Bankruptcy Code. This information is intended to make you aware of –

- (1) the potential consequences of seeking a discharge in bankruptcy, including the effects of receiving a discharge of debts;
- (2) the effect of receiving a discharge of debts;
- (3) the effect of reaffirming a debt; and
- (4) your ability to file a petition under a different chapter of the Bankruptcy Code.

There are many other provisions of the Bankruptcy Code that may affect your situation. This information sheet contains only general principles of law and is not a substitute for legal advice. If you have questions or need further information as to how the bankruptcy laws apply to your specific case, you should consult with your lawyer.

### WHAT IS A DISCHARGE?

The filing of a Chapter 7 petition is designed to result in a discharge of most of the debts you listed on your bankruptcy schedules. A discharge is a Court Order that says you do not have to repay your debts, but there are a number of exceptions. Debts which may not be discharged in your chapter 7 case include, for example, most taxes, child support, alimony, and student loans; court-ordered fines and restitution; debts obtained through fraud or deceptions; and personal injury debts caused by driving while intoxicated or taking drugs. Your discharge may be denied entirely if you, for example, destroy or conceal property; destroy, conceal or falsify records; or make a false oath. Creditors cannot ask you to pay any debts which have been discharged. You can only receive a Chapter 7 discharge once every six (6) years.

### WHAT ARE THE POTENTIAL EFFECTS OF A DISCHARGE?

The fact that you filed bankruptcy can appear on your credit report for as long as ten (10) years. Thus, filing a bankruptcy petition may affect your ability to obtain credit in the future. Also, you may not be excused from repaying any debts that were not listed on your bankruptcy schedules or that you incurred after you filed bankruptcy.

### WHAT ARE THE EFFECTS OF REAFFIRMING A DEBT?

After you file your petition, a creditor may ask you to reaffirm a certain debt or you may seek to do so on your own. Reaffirming a debt means that you sign and file with the Court a legally enforceable document, which states that you promise to repay all or a portion of the debt that may otherwise have been discharged in your bankruptcy case. Reaffirmation agreements must generally be filed with the Court within sixty (60) days after first meeting of creditors.

Reaffirmation agreements are strictly voluntary - they are not required by the Bankruptcy Code or other state or federal law. You can voluntarily repay any debt instead of signing a reaffirmation agreement, but there may be valid reasons for wanting to reaffirm a particular debt.



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Reaffirmation agreements must not impose an undue-burden on you or your dependents and must be in your best interest. If you decide to sign a reaffirmation agreement, you may cancel it at any time before the Court issues your discharge order or within sixty (60) days after the reaffirmation agreement was filed with the Court, whichever is later. If you reaffirm a debt and fail to make the payments required in the reaffirmation agreement, the creditor can take action against you to recover any property that was given as security for the loan and you may remain personally liable for any remaining debt.

#### OTHER BANKRUPTCY OPTIONS

You have a choice in deciding what chapter of the Bankruptcy Code will best suit your needs. Even if you have already filed for relief under Chapter 7, you may be eligible to convert your case to a different chapter.

Chapter 7 is the liquidation chapter of the Bankruptcy Code. Under Chapter 7, a trustee is appointed to collect and sell, if economically feasible, all property that you own that is not exempt from these actions.

Chapter 11 is the reorganization chapter most commonly used by businesses, but it is also available to individuals. Creditors vote on whether to accept or reject a plan, which also must be approved by the Court. While the debtor normally remains in control of the assets, the Court can order the appointment of a trustee to take possession and control of the business.

Chapter 12 offers bankruptcy relief to those who qualify as family farmers. Family farmers must propose a plan to repay their creditors over a three-to-five year period and it must be approved by the Court. Plan payments are made through a Chapter 12 trustee, who also monitors the debtor's farming operations during the pendency of the plan.

Finally, Chapter 13 generally permits individuals to keep their property by repaying creditors out of their future income. Each Chapter 13 debtor writes a plan which must be approved by the Bankruptcy Court. The debtor must pay the Chapter 13 trustee the amounts set forth in their plan. Debtors receive a discharge after they complete their Chapter 13 repayment plan. Chapter 13 is only available to individuals with regular income whose debts do not exceed \$1,000,000 (\$250,000 in unsecured debts and \$750,000 in secured debts).

AGAIN, PLEASE SPEAK TO YOUR LAWYER IF YOU NEED FURTHER INFORMATION OR EXPLANATION, INCLUDING HOW THE BANKRUPTCY LAWS RELATE TO YOUR SPECIFIC CASE.

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## APPENDIX

### Disclosures

#### DISCLOSURE # 1

#### IMPORTANT INFORMATION ABOUT BANKRUPTCY AND ALTERNATIVES TO BANKRUPTCY

11 U.S.C. § 527(b)  
Guide ¶ 3.7

#### 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

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7. 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."

**ACKNOWLEDGMENT OF RECEIPT**

The undersigned acknowledges that attorney \_\_\_\_\_ has given me a copy of this disclosure required by Bankruptcy Code § 527(b)

Dated: \_\_\_\_\_   X   \_\_\_\_\_

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### DISCLOSURE # 2

#### PURPOSES, BENEFITS AND COSTS OF BANKRUPTCY

##### Code § 527(a)(1) & § 342(b)(1)

The United States Constitution provides a method whereby individuals, burdened by excessive debt, can obtain a fresh financial start and pursue newly productive lives unimpaired by past financial problems. It is an important alternative for persons mired deep in financial difficulty.

The federal bankruptcy laws were enacted to provide debtors with a fresh start and to establish a ranking and equity among all the creditors who are clamoring for the debtor's limited resources. Bankruptcy helps people avoid the kind of permanent discouragement that can prevent them from ever reestablishing themselves as hard-working members of society. Also, creditors are ranked so that the debtor's nonexempt property can be fairly distributed according to established rules guaranteeing identical treatment to all creditors of the same rank.

This discussion is intended only as a brief overview of the types of bankruptcy filings and of what a bankruptcy filing can and cannot do. Anyone considering this course of action is encouraged to seek the advice and assistance of an attorney specializing in bankruptcy law.

#### Types of Bankruptcy

The Bankruptcy Code is divided into chapters. The chapters which usually apply to consumer debtors are chapter 7, known as a Liquidation, and chapter 13, known as an Adjustment of the Debts of an Individual with Regular Income.

An important feature applicable to all types of bankruptcy filings is the automatic stay. The automatic stay means that the mere request for bankruptcy protection automatically "stays" or forces an abrupt halt to repossessions, foreclosures, evictions, garnishments, attachments, utility shut-offs, and debt collection harassment. It offers debtors a breathing spell by giving the debtor and the trustee assigned to the case time to review the situation and develop an appropriate plan. Creditors cannot take any further action against the debtor or the property without permission from the bankruptcy court.

#### Chapter 7

In a chapter 7, or liquidation case, the bankruptcy court appoints a trustee to examine the debtor's assets and divide them into exempt and nonexempt property. Exempt property is limited to a certain amount of equity in the debtor's residence, motor vehicle, household goods, life insurance, health aids, specified future earnings such as social security benefits and alimony, and certain other personal property. The trustee may then sell the nonexempt property and distribute the proceeds among the unsecured creditors. Although a liquidation case can rarely help with secured debt (the secured creditor still has the right to repossess the collateral), the debtor will be discharged from the legal obligation to pay unsecured debts such as credit card debts, medical bills and utility arrearages. However, certain types of unsecured debt are allowed special treatment and cannot be discharged. These include some student loans, alimony, child support, criminal fines, and some taxes.

#### Chapter 13

In a chapter 13 case, the debtor puts forward a plan, following the rules set forth in the bankruptcy laws, to repay all creditors over a period of time, usually from future income. A chapter 13 case may be advantageous in that the debtor is allowed to get caught up on mortgages

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or car loans without the threat of foreclosure or repossession and is allowed to keep both exempt and nonexempt property. The debtor's plan is a simple document outlining to the bankruptcy court how the debtor proposes to pay current expenses while paying off all the old debt balances. The debtor's property is protected from seizure from creditors, including mortgage and other lien holders, as long as the proposed payments are made. The plan generally requires monthly payments to the bankruptcy trustee over a period of three to five years. Arrangements can be made to have these payments made automatically through payroll deductions.

### Chapter 11

(Taken from the official Public Information Series Bankruptcy Judges Division brochure on "Bankruptcy Basics" prepared by the Administrative Office of the United States Courts, June 2000)

A case filed under chapter 11 of the United States Bankruptcy Code is frequently referred to as a "reorganization" bankruptcy.

Upon the filing of a voluntary petition for relief under chapter the debtor automatically assumes an additional identity as the "debtor in possession."

The term refers to a debtor that keeps possession and control of its assets while undergoing a reorganization under chapter 11, without the appointment of a case trustee. A debtor will remain a debtor in possession until the debtor's plan of reorganization is confirmed, the debtor's case is dismissed or converted to chapter 7, or a chapter 11 trustee is appointed. The appointment or election of a trustee occurs only in a small number of cases. Generally, the debtor, as "debtor in possession," operates the business and performs many of the functions that a trustee performs in cases under other chapters. 11 U.S.C. § 1107(a). A written disclosure statement and a plan of reorganization must be filed with the court. 11 U.S.C. § 1121.

The disclosure statement is a document that must contain information concerning the assets, liabilities, and business affairs of the debtor sufficient to enable a creditor to make an informed judgment about the debtor's plan of reorganization. 11 U.S.C. § 1125. The information required is governed by judicial discretion and the circumstances of the case. The contents of the plan must include a classification of claims and must specify how each class of claims will be treated under the plan. 11 U.S.C. § 1123. Creditors whose claims are "impaired," i.e., those whose contractual rights are to be modified or who will be paid less than the full value of their claims under the plan vote on the plan by ballot. 11 U.S.C. § 1126. After the disclosure statement is approved and the ballots are collected and tallied, the bankruptcy court will conduct a confirmation hearing to determine whether to confirm the plan. 11 U.S.C. § 1128.

### THE CHAPTER 11 DEBTOR –IN-POSSESSION

While individuals are not precluded from using chapter 11, it is more typically used to reorganize a business, which may be a corporation, sole proprietorship, or partnership. A corporation exists separate and apart from its owners, the stockholders. The chapter 11 bankruptcy case of a corporation (corporation as debtor) does not put the personal assets of the stockholders at risk other than the value of their investment in the company's stock.

A sole proprietorship (owner as debtor), on the other hand, does not have an identity separate and distinct from its owner(s); accordingly, a bankruptcy case involving a sole proprietorship includes

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both the business and personal assets of the owners-debtors. Like a corporation, a partnership exists separate and apart from its partners. In a partnership bankruptcy case (partnership as debtor), however, the partners' personal assets may, in some cases, be used to pay creditors in the bankruptcy case or the partners may, themselves, be forced to file for bankruptcy protection. Section 1107 of the Code places the debtor in possession in the position of a fiduciary, with the rights and powers of a chapter 11 trustee, and requires the performance of all but the investigative functions and duties of a trustee. These duties are set forth in the Bankruptcy Code and Federal Rules of Bankruptcy Procedure. 11 U.S.C. §§ 1106, 1107; Fed. R. Bankr. P. 2015(a). Such powers and duties include accounting for property, examining and objecting to claims, and filing informational reports as required by the court and the United States trustee, such as monthly operating reports. The debtor in possession also has many of the other powers and duties of a trustee including the right, with the court's approval, to employ attorneys, accountants, appraisers, auctioneers, or other professional persons to assist the debtor during its bankruptcy case.

Other responsibilities include filing tax returns and filing such reports as are necessary or as the court orders after confirmation, such as a final accounting. The United States trustee is responsible for monitoring the compliance of the debtor in possession with the reporting requirements in a small business case. 11 U.S.C. § 1102(a)(3). A small business case proceeds faster than a regular chapter 11 case because the court may conditionally approve a disclosure statement, subject to final approval after notice and a hearing and solicitation of votes for acceptance or rejection of the plan. Thereafter, the disclosure statement hearing may be combined with the confirmation hearing. 11 U.S.C. § 1125(f). In addition, the debtor has a shortened period of time (100 days from the date of the order for relief) within which only the debtor may file a plan.

### Chapter 12

(Taken from the official Public Information Series Bankruptcy Judges Division brochure on "Bankruptcy Basics" prepared by the Administrative Office of the United States Courts, June 2000)

Chapter 12 of the Bankruptcy Code was enacted by Congress in 1986, specifically to meet the needs of financially distressed family farmers. The primary purpose of this legislation was to give family farmers facing bankruptcy a chance to reorganize their debts and keep their farms.

### Background

In tailoring chapter 12 to meet the economic realities of family farming, this law has eliminated many of the barriers that family farmers had faced when seeking to reorganize successfully under either chapter 11 or 13 of the Bankruptcy Code. For example, chapter 12 is more streamlined, less complicated, and less expensive than chapter 11, which is better suited to the large corporate reorganization. In addition, few family farmers find chapter 13 to be advantageous, because it was designed for wage earners who have smaller debts than those facing family farmers. In chapter 12, Congress sought to combine the features of the Bankruptcy Code which can provide a framework for successful family farm reorganizations. At the time of the enactment of chapter 12, Congress could not be sure whether chapter 12 relief for the family farmer would be required indefinitely. Accordingly, the law (which first provided that no chapter 12 cases could be filed after September 30, 1993) currently provides that no cases may be filed under chapter 12 after July 1, 2000. As of June 30, 2000, legislation is pending in Congress to extend that deadline.

The Bankruptcy Code provides that only a family farmer with "regular annual income" may file a

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petition for relief under chapter 12. 11 U.S.C. §§ 101(18), 109(f). The purpose of this requirement is to ensure that the debtor's annual income is sufficiently stable and regular to permit the debtor to make payments under a chapter 12 plan. Allowance is made under chapter 12, however, for situations in which family farmers may have income that is seasonal in nature. Relief under this chapter is voluntary; thus, only the debtor may file a petition under chapter 12.

Under the Bankruptcy Code, those eligible to file as "family farmers" fall into two categories: (1) an individual or individual and spouse and (2) a corporation or partnership. Those falling into the first category must meet each of the following four criteria as of the date the petition is filed in order to qualify for relief under chapter 12.

1. More than one-half of the outstanding stock or equity in the corporation or partnership must be owned by one family or by one family and its relatives.
2. The family or the family and its relatives must conduct the farming operation.
3. More than 80% of the value of the corporate or partnership assets must be related to the farming operation.
4. The total indebtedness of the corporation or partnership must not exceed \$1.5 million.
5. Not less than 80% of the corporation's or partnership's total debts which are fixed in amount must come from the farming operation owned or operated by
6. If the corporation has issued stock, the stock cannot be publicly traded.

### **What Bankruptcy Can and Cannot Do**

Bankruptcy may make it possible for financially distressed individuals to:

1. Discharge liability for most or all of their debts and get a fresh start. When the debt is discharged, the debtor has no further legal obligation to pay the debt.
2. Stop foreclosure actions on their home and allow them an opportunity to catch up on missed payments.
3. Prevent repossession of a car or other property, or force the creditor to return property even after it has been repossessed.
4. Stop wage garnishment and other debt collection harassment, and give the individual some breathing room.
5. Restore or prevent termination of utility service.
6. Lower the monthly payments on debts, including secured debts such as car loans.
7. Allow debtors an opportunity to challenge the claims of certain creditors who have committed fraud or who are otherwise seeking to collect more than they are legally entitled to.
8. Bankruptcy, however, cannot cure every financial problem. It is usually not possible to:
9. Eliminate certain rights of secured creditors. Although a debtor can force secured creditors

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to take payments over time in the bankruptcy process, a debtor generally cannot keep the collateral unless the debtor continues to pay the debt.

Discharge types of debts singled out by the federal bankruptcy statutes for special treatment, such as child support, alimony, some student loans, certain court ordered payments, criminal fines, and some taxes.

Protect all cosigners on their debts. If relative or friend co-signed a loan which the debtor discharged in bankruptcy, the cosigner may still be obligated to repay the loan.

Discharge debts that are incurred after bankruptcy has been filed.

### **Bankruptcy's Effect on Your Credit**

By federal law, a bankruptcy can remain part of a debtor's credit history for 10 years. Whether or not the debtor will be granted credit in the future is unpredictable. In some cases it may actually be easier to obtain future credit, because new creditors may feel that since the old obligations have been discharged, they will be first in line. They also recognize that the debtor cannot again file bankruptcy for at least the next six years.

Debtors have the option after bankruptcy of voluntarily paying some creditors, such as a doctor or hospital, with whom they wish to maintain credit. The payments are voluntary and do not reaffirm the past obligation.

### **About credit counseling agencies**

11 U.S.C. § 342(b)(1)(B)

The following information is taken verbatim from the web site of the Federal Trade Commission. [www.ftc.gov](http://www.ftc.gov)

### **Credit Counseling**

If you're not disciplined enough to create a workable budget and stick to it, can't work out a repayment plan with your creditors, or can't keep track of mounting bills, consider contacting a credit counseling organization. Many credit counseling organizations are nonprofit and work with you to solve your financial problems. But be aware that, just because an organization says it's "nonprofit," there's no guarantee that its services are free, affordable, or even legitimate. In fact, some credit counseling organizations charge high fees, which may be hidden, or urge consumers to make "voluntary" contributions that can cause more debt.

Most credit counselors offer services through local offices, the Internet, or on the telephone. If possible, find an organization that offers in-person counseling. Many universities, military bases, credit unions, housing authorities, and branches of the U.S. Cooperative Extension Service operate nonprofit credit counseling programs. Your financial institution, local consumer protection agency, and friends and family also may be good sources of information and referrals.

Reputable credit counseling organizations can advise you on managing your money and debts, help you develop a budget, and offer free educational materials and workshops. Their counselors are certified and trained in the areas of consumer credit, money and debt management, and budgeting. Counselors discuss your entire financial situation with you, and help you develop a personalized plan to solve your money problems. An initial counseling session typically lasts an hour, with an offer of follow-up sessions.

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**Debt Management Plans:**

If your financial problems stem from too much debt or your inability to repay your debts, a credit counseling agency may recommend that you enroll in a debt management plan (DMP). A DMP alone is not credit counseling, and DMPs are not for everyone. You should sign up for one of these plans only after a certified credit counselor has spent time thoroughly reviewing your financial situation, and has offered you customized advice on managing your money. Even if a DMP is appropriate for you, a reputable credit counseling organization still can help you create a budget and teach you money management skills.

In a DMP, you deposit money each month with the credit counseling organization, which uses your deposits to pay your unsecured debts, like your credit card bills, student loans, and medical bills, according to a payment schedule the counselor develops with you and your creditors. Your creditors may agree to lower your interest rates or waive certain fees, but check with all your creditors to be sure they offer the concessions that a credit counseling organization describes to you. A successful DMP requires you to make regular, timely payments, and could take 48 months or more to complete. Ask the credit counselor to estimate how long it will take for you to complete the plan. You may have to agree not to apply for — or use — any additional credit while you're participating in the plan.

**ACKNOWLEDGMENT OF RECEIPT**

The undersigned acknowledges that attorney \_\_\_\_\_ has given me a copy of this disclosure required by Bankruptcy Code § 527(b)

Dated: \_\_\_\_\_ X \_\_\_\_\_

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**DISCLOSURE #3**

**FULL DISCLOSURE & ACCURACY**

**11 U.S.C. § 527(a)(2) –**

**If you file bankruptcy –**

A. The information that you provide to your attorney, the bankruptcy trustee, and the court in the course of your bankruptcy, both before and after you file your bankruptcy petition, must be complete, accurate and truthful.

B. All of your assets (everything you own that has value, such as real estate, personal items, vehicles, money, etc.) and all of your liabilities (all of your debts) are required to be completely and accurately disclosed in the documents filed to start your case, and the replacement value of each asset must be stated in those documents where requested after reasonable inquiry to establish their value. The value should be your best understanding of how much it would cost you to replace the item in the same or similar condition.

C. You must provide your attorney with a monthly budget, including your current monthly income, all of your regular expenses, and the amount of your income that is left over after deduction of expenses. In listing your income and expenses, try to avoid guessing or estimating, and do your best effort to be accurate and truthful.

For income, you are required to provide information about all sources of your income, including your employment, any government assistance you may receive, social security, pension or other retirement income, income from side jobs, investment income, and similar sources.

D. The information that you provide to your bankruptcy attorney, the bankruptcy trustee, or the bankruptcy judge may be audited and will be available for inspection by the office of the United States Trustee, which is a branch of the U.S. Department of Justice.

If you fail to honestly and fully provide information about your property, income, expenses, and other financial circumstances, your case could be dismissed, and you could be subject to criminal sanctions.

**ACKNOWLEDGMENT OF RECEIPT**

The undersigned acknowledges that attorney \_\_\_\_\_ has given me a copy of this disclosure required by Bankruptcy Code § 527(b)

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**DISCLOSURE # 4**

**INSTRUCTIONS REQUIRED TO BE PROVIDED TO THE DEBTOR PURSUANT TO 11 U.S.C. § 527(c)**

According to Code § 527(c), the following information is required to be provided to a bankruptcy client *only if* the attorney (or other "debt relief agency") does not provide it. Since in the usual case the debtor cannot be presumed to have the analytical skills necessary to successfully handle this information, it is expected that in the ordinary case the lawyer or other bankruptcy professional handling the case will do the calculations required by this disclosure, it is not necessary that these instructions be provided to the debtor.

**Instructions for providing the required information**

**1. How to place a value on your property**

11 U.S.C. § 506(a): Fair Valuation of Collateral.

The value of your personal property that is collateral for debt (a debt where the creditor could repossess the item if you stop making payments, such as a car, furniture or computer equipment being purchased on installment) is determined based on the replacement value of such property as of the filing date of the bankruptcy case without deduction for selling or marketing costs.

If the item was acquired for personal, family, or household purposes, replacement value is the price a retail merchant would charge for an item of that kind, considering the age and condition of the property at the time its value is determined.

So, the value of the car, the furniture, the computer or anything else that you won't own until it's paid off, is not what you paid for it, and it is not what you could sell it for at the flea-market. The value is what you would have to pay a retail store selling similar items in a similar age and condition.

Most retail stores do not sell used items. However, there are usually stores in the area selling used furniture, musical instruments, cars, and similar products. You might be able to provide a good estimate of the value of one or your items by inquiring at such a store. If you can't find a store that sells similar items in similar condition, the next best source for an objective appraisal is probably eBay or a similar online market.

**2. How to determine current monthly income**

To arrive at your current monthly income, you do the following:

- a. Total up all of your income for the last 6 months (and if your spouse is filing bankruptcy, his or her income as well).

Include the contributions from any member of the household who is contributing regularly to the household expenses.

Income includes:

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1. Wages and salaries
2. Money earned from side jobs
3. Investment income
4. Interest income
5. Income for self-employed individuals

Income does not include:

1. Benefits received under the Social Security Act;
2. Payments to victims of war crimes or crimes against humanity on account of their status as victims of such crimes; and
3. Payments to victims of international terrorism (as defined in section 2331 of Title 18) or domestic terrorism (as defined in section 2331 of Title 18) on account of their status as victims of such terrorism.

b. Divide this figure by 6 to arrive an an average monthly income.

### 3. How to figure your necessary living expenses

Go through the same exercise for your expenses. Total up all expenses for the last 6 months, then divide by 6 to obtain a monthly average. Expenses include all of your reasonably necessary costs of living, such as rent or mortgage, utilities, food, transportation, etc.

Do not include in your expenses payments for credit cards, repayments of personal loans, delinquent medical bills, taxes, store charge accounts, business debts, or other non-regular expenses not included as necessary living expenses.

Use the worksheet below as a guide.

Rent or home mortgage payment (include lot rented for mobile home)	\$ _____
Are real estate taxes included? Yes _____ No _____	
Is property insurance included? Yes _____ No _____	
Utilities Electricity and heating fuel	\$ _____
Water and sewer	\$ _____
Telephone	\$ _____
Other	\$ _____
Home maintenance (repairs and upkeep)	\$ _____
Food	\$ _____
Clothing	\$ _____
Laundry and dry cleaning	\$ _____
Medical and dental expenses	\$ _____
Transportation (not including car payments)	\$ _____
Recreation, clubs and entertainment, newspapers, magazines, etc.	\$ _____

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Charitable contributions	\$ _____
Insurance (not deducted from wages or included in home mortgage payments)	
Homeowner's or renter's	\$ _____
Life	\$ _____
Health	\$ _____
Auto	\$ _____
Other _____	\$ _____
Taxes (not deducted from wages or included in home mortgage payments)	
(Specify) _____	\$ _____
Installment payments: (In chapter 12 and 13 cases, do not list payments to be included in the plan)	
Auto	\$ _____
Other _____	\$ _____
Other _____	\$ _____
Alimony, maintenance, and support paid to others	\$ _____
Payments for support of additional dependents not living at your home	\$ _____
Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$ _____
Other _____	\$ _____
<b>TOTAL MONTHLY EXPENSES</b>	<b>\$ _____</b>

Divide the total by 6, which gives you your average monthly living expenses.

**4. How to calculate your disposable income, if any.**

If your average monthly income exceeds your reasonably necessary living expenses, subtract expenses from income; the surplus is your disposable income.

**5. How to list your creditors (your debts)**

For each person or entity (such as credit card, store, medical bill, IRS, mortgage, and etc.) for which you owe money, provide the following information:

1. Name and address of the creditor
2. The account number (if any)
3. The amount currently owed
4. The amount of the regular monthly payment (if any)



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5. When was the debt created (if a credit card, give a range)?
6. Was the debt -
  - financing of a purchase (such as a home, car, furniture, etc.), or
  - a loan or debt for which you put up an item as collateral
7. If either part of question 6 is yes, describe the item purchased
8. What was the original retail price of the item?
9. What is its current value?
10. Are you current with the monthly payments?
11. If the answer to 10 is no, has the claim been turned over to a collection agency or lawyer?
12. If 11 is yes, provide the name and address of the collection agency or lawyer.
13. Has the creditor sued you or obtained a judgment against you?
14. If 13 is yes, provide the name of the plaintiff, the case number, the court and court location, and the amount of the judgment.

### 6. How to determine which of your assets are exempt

Exempt assets are assets that the bankruptcy trustee is not allowed to take away from you to pay debts. Most kinds of property owned by typical people who file bankruptcy are exempt, meaning you don't lose them if you file bankruptcy. But whether an item is exempt or not depends not only on what category of property it is, but also the value of your equity in the property (how much of the item do you own, over and above any balance owed on it). The permissible exemptions usually have dollar limits to the amount of equity you can claim as exempt.

In order to identify which of your assets are exempt, you must know the exemptions allowed in your particular state, or whether your state uses the federal exemptions. A pamphlet provided to you with these instructions lists the applicable bankruptcy exemptions in this state.

### ACKNOWLEDGMENT OF RECEIPT

The undersigned acknowledges that attorney \_\_\_\_\_ has given me a copy of this disclosure required by Bankruptcy Code § 527(b)

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**DISCLOSURE # 5**

**FRAUD & CONCEALMENT PROHIBITED**

**11 U.S.C. § 342(b)(2)(A) and (B)**

**Debtor's Duties in Bankruptcy**

If you decide to file bankruptcy, it is important that you understand the following:

1. Some or all of the information you provide in connection with your bankruptcy will be filed with the bankruptcy court on forms or documents that you will be required to sign and declare as true under penalty of perjury.
2. A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury in connection with a bankruptcy case shall be subject to fine, imprisonment, or both.  
11 U.S.C. § 342(b)(2)(A)
3. All information you provide in connection with your bankruptcy case is subject to examination by the Attorney General.  
11 U.S.C. § 342(b)(2)(B)

**ACKNOWLEDGMENT OF RECEIPT**

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DISCLOSURE # 6

DECLARATIONS FOR REAFFIRMATION REQUIRED BY CODE § 524(k)

(1) The disclosures required under subsection (c)(2) shall consist of the disclosure statement described in paragraph (3), completed as required in that paragraph, together with the agreement specified in subsection (c), statement, declaration, motion and order described, respectively, in paragraphs (4) through (8), and shall be the only disclosures required in connection with entering into such agreement.

(2) Disclosures made under paragraph (1) shall be made clearly and conspicuously and in writing. The terms 'Amount Reaffirmed' and 'Annual Percentage Rate' shall be disclosed more conspicuously than other terms, data or information provided in connection with this disclosure, except that the phrases 'Before agreeing to reaffirm a debt, review these important disclosures' and 'Summary of Reaffirmation Agreement' may be equally conspicuous. Disclosures may be made in a different order and may use terminology different from that set forth in paragraphs (2) through (8), except that the terms 'Amount Reaffirmed' and 'Annual Percentage Rate' must be used where indicated.

(3) The disclosure statement required under this paragraph shall consist of the following:

**Creditor's disclosures**

Part A: Before agreeing to reaffirm a debt, review these important disclosures';

Summary of Reaffirmation Agreement

This Summary is made pursuant to the requirements of the Bankruptcy Code;

The Amount Reaffirmed

- (i) the total amount of debt that the debtor agrees to reaffirm by entering into an agreement of the kind specified in subsection (c), and
- (ii) the total of any fees and costs accrued as of the date of the disclosure statement, related to such total amount.

(D) In conjunction with the disclosure of the 'Amount Reaffirmed', the statements—

- (i) 'The amount of debt you have agreed to reaffirm'; and
- (ii) 'Your credit agreement may obligate you to pay additional amounts which may come due after the date of this disclosure. Consult your credit agreement.'

(E) The 'Annual Percentage Rate', using that term, which shall be disclosed as—

- (i) if, at the time the petition is filed, the debt is an extension of credit under an open end credit plan, as the terms 'credit' and 'open end credit plan' are defined in section 103 of the Truth in Lending Act, then—

(I) the annual percentage rate determined under paragraphs (5) and (6) of section 127(b) of the Truth in Lending Act, as applicable, as disclosed to the debtor in the most recent periodic statement prior to entering into an agreement of the kind specified in subsection (c) or, if no such periodic statement has been given to the debtor during the prior 6 months, the annual percentage rate as it would have been so disclosed at the time the disclosure statement is given to the debtor, or to the extent this annual percentage rate is not readily available or not applicable, then

(II) the simple interest rate applicable to the amount reaffirmed as of the date the disclosure statement is given to the debtor, or if different simple interest rates apply to different balances.

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the simple interest rate applicable to each such balance, identifying the amount of each such balance included in the amount reaffirmed, or

(III) if the entity making the disclosure elects, to disclose the annual percentage rate under sub clause (I) and the simple interest rate under sub clause (II); or (ii) if, at the time the petition is filed, the debt is an extension of credit other than under an open end credit plan, as the terms 'credit' and 'open end credit plan' are defined in section 103 of the Truth in Lending Act, then —

(I) the annual percentage rate under section 128(a)(4) of the Truth in Lending Act, as disclosed to the debtor in the most recent disclosure statement given to the debtor prior to the entering into an agreement of the kind specified in subsection (c) with respect to the debt, or, if no such disclosure statement was given to the debtor, the annual percentage rate as it would have been so disclosed at the time the disclosure statement is given to the debtor, or to the extent this annual percentage rate is not readily available or not applicable, then

(II) the simple interest rate applicable to the amount reaffirmed as of the date the disclosure statement is given to the debtor, or if different simple interest rates apply to different balances, the simple interest rate applicable to each such balance, identifying the amount of such balance included in the amount reaffirmed, or

(III) if the entity making the disclosure elects, to disclose the annual percentage rate under (I) and the simple interest rate under (II).

(F) If the underlying debt transaction was disclosed as a variable rate transaction on the most recent disclosure given under the Truth in Lending Act, by stating 'The interest rate on your loan may be a variable interest rate which changes from time to time, so that the annual percentage rate disclosed here may be higher or lower.'

(G) If the debt is secured by a security interest which has not been waived in whole or in part or determined to be void by a final order of the court at the time of the disclosure, by disclosing that a security interest or lien in goods or property is asserted over some or all of the debts the debtor is reaffirming and listing the items and their original purchase price that are subject to the asserted security interest, or if not a purchase-money security interest then listing by items or types and the original amount of the loan.

(H) At the election of the creditor, a statement of the repayment schedule using 1 or a combination of the following—

(i) by making the statement: 'Your first payment in the amount of \$ XXX is due on XXX but the future payment amount may be different. Consult your reaffirmation agreement or credit agreement, as applicable.', and stating the amount of the first payment and the due date of that payment in the places provided;

(ii) by making the statement: 'Your payment schedule will be:', and describing the repayment schedule with the number, amount and due dates or period of payments scheduled to repay the debts reaffirmed to the extent then known by the disclosing party; or (iii) by describing the debtor's repayment obligations with reasonable specificity to the extent then known by the disclosing party.

(I) The following statement: 'Note: When this disclosure refers to what a creditor "may" do, it does not use the word "may" to give the creditor specific permission. The word "may" is used to tell you what might occur if the law permits the creditor to take the action. If you have questions about your reaffirming a debt or what the law requires, consult with the attorney who helped you negotiate this agreement reaffirming a debt. If you don't have an attorney helping you, the judge will explain the effect of your reaffirming

## APPENDIX

a debt when the hearing on the reaffirmation agreement is held.

(J)(i) The following additional statements:

"Reaffirming a debt is a serious financial decision. The law requires you to take certain steps to make sure the decision is in your best interest. If these steps are not completed, the reaffirmation agreement is not effective, even though you have signed it.

"1. Read the disclosures in this Part A carefully. Consider the decision to reaffirm carefully. Then, if you want to reaffirm, sign the reaffirmation agreement in Part B (or you may use a separate agreement you and your creditor agree on).

"2. Complete and sign Part D and be sure you can afford to make the payments you are agreeing to make and have received a copy of the disclosure statement and a completed and signed reaffirmation agreement.

"3. If you were represented by an attorney during the negotiation of your reaffirmation agreement, the attorney must have signed the certification in Part C.

"4. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, you must have completed and signed Part E.

"5. The original of this disclosure must be filed with the court by you or your creditor. If a separate reaffirmation agreement (other than the one in Part B) has been signed, it must be attached.

"6. If you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court unless the reaffirmation is presumed to be an undue hardship as explained in Part D.

"7. If you were not represented by an attorney during the negotiation of your reaffirmation agreement, it will not be effective unless the court approves it. The court will notify you of the hearing on your reaffirmation agreement.

You must attend this hearing in bankruptcy court where the judge will review your reaffirmation agreement. The bankruptcy court must approve your reaffirmation agreement as consistent with your best interests, except that no court approval is required if your reaffirmation agreement is for a consumer debt secured by a mortgage, deed of trust, security deed, or other lien on your real property, like your home. "Your right to rescind (cancel) your reaffirmation agreement. You may rescind (cancel) your reaffirmation agreement at any time before the bankruptcy court enters a discharge order, or before the expiration of the 60-day period that begins on the date your reaffirmation agreement is filed with the court, whichever occurs later. To rescind (cancel) your reaffirmation agreement, you must notify the creditor that your reaffirmation agreement is rescinded (or canceled).

"What are your obligations if you reaffirm the debt?"

A reaffirmed debt remains your personal legal obligation.

It is not discharged in your bankruptcy case. That means that if you default on your reaffirmed debt after your bankruptcy case is over, your creditor may be able to take your property or your wages. Otherwise, your obligations will be determined by the reaffirmation agreement which may have changed the terms of the original agreement. For example, if you are reaffirming an open end credit agreement, the creditor may be permitted by that agreement or applicable law to change the terms of that agreement in the future under certain conditions.

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"Are you required to enter into a reaffirmation agreement by any law?

No, you are not required to reaffirm a debt by any law. Only agree to reaffirm a debt if it is in your best interest. Be sure you can afford the payments you agree to make.

"What if your creditor has a security interest or lien?

Your bankruptcy discharge does not eliminate any lien on your property. A 'lien' is often referred to as a security interest, deed of trust, mortgage or security deed. Even if you do not reaffirm and your personal liability on the debt is discharged, because of the lien your creditor may still have the right to take the security property if you do not pay the debt or default on it. If the lien is on an item of personal property that is exempt under your State's law or that the trustee has abandoned, you may be able to redeem the item rather than reaffirm the debt. To redeem, you make a single payment to the creditor equal to the current value of the security property, as agreed by the parties or determined by the court."

(ii) In the case of a reaffirmation under subsection (m)(2), numbered paragraph 6 in the disclosures required by clause (i) of this subparagraph shall read as follows:

"6. If you were represented by an attorney during the negotiation of your reaffirmation agreement, your reaffirmation agreement becomes effective upon filing with the court."

(4) The form of such agreement required under this paragraph shall consist of the following:

'Part B: Reaffirmation Agreement. I (we) agree to reaffirm the debts arising under the credit agreement described below.

"Brief description of credit agreement:

"Description of any changes to the credit agreement made as part of this reaffirmation agreement:

"Signature: \_\_\_\_\_ Date: \_\_\_\_\_

"Borrower:

"Co-borrower, if also reaffirming these debts:

"Accepted by creditor:

"Date of creditor acceptance:'.

The declaration shall consist of the following:

**Certification by debtor's attorney (if any)**

"I hereby certify that (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

"Signature of Debtor's Attorney: \_\_\_\_\_ Date:\_\_\_\_\_."

" (B) If a presumption of undue hardship has been established with respect to such agreement, such certification shall state that in the opinion of the attorney, the debtor is able to make the payment.

" (C) In the case of a reaffirmation agreement under subsection (m)(2), subparagraph (B) is not applicable.

**Debtor's declaration in support of reaffirmation agreement**

## APPENDIX

" (6)(A) The statement in support of such agreement, which the debtor shall sign and date prior to filing with the court, shall consist of the following:

"Part D: Debtor's Statement in Support of Reaffirmation Agreement.

"1. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or me. I can afford to make the payments on the reaffirmed debt because my monthly income (take home pay plus any other income received) is \$ XXX, and my actual current monthly expenses including monthly payments on post-bankruptcy debt and other reaffirmation agreements total \$ XXX, leaving \$ XXX to make the required payments on this reaffirmed debt. I understand that if my income less my monthly expenses does not leave enough to make the payments, this reaffirmation agreement is presumed to be an undue hardship on me and must be reviewed by the court. However, this presumption may be overcome if I explain to the satisfaction of the court how I can afford to make the payments here: XXX.

"2. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement."

### **Debtor's declaration where reaffirming debt defined under Federal Reserve Act**

(B) Where the debtor is represented by an attorney and is reaffirming a debt owed to a creditor defined in section 19(b)(1)(A)(iv) of the Federal Reserve Act, the statement of support of the reaffirmation agreement, which the debtor shall sign and date prior to filing with the court, shall consist of the following:

"I believe this reaffirmation agreement is in my financial interest. I can afford to make the payments on the reaffirmed debt. I received a copy of the Reaffirmation Disclosure Statement in Part A and a completed and signed reaffirmation agreement."

(7) The motion that may be used if approval of such agreement by the court is required in order for it to be effective shall be signed and dated by the movant and shall consist of the following:

### **Debtor's declaration if not represented by an attorney**

"Part E: Motion for Court Approval (To be completed only if the debtor is not represented by an attorney.).

I (we), the debtor(s), affirm the following to be true and correct: 'I am not represented by an attorney in connection with this reaffirmation agreement.

'I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of this reaffirmation agreement, and because (provide any additional relevant reasons the court should consider):

"Therefore, I ask the court for an order approving this reaffirmation agreement. "

(8) The court order, which may be used to approve a such agreement, shall consist of the following:

"Court Order: The court grants the debtor's motion and approves the reaffirmation agreement described above."

(i) Notwithstanding any other provision of this title the following shall apply:  
Preliminary draft of March 20, 2005. Subject to change.

**PRACTICE UNDER THE REFORM ACT OF 2005**

(1) A creditor may accept payments from a debtor before and after the filing of an agreement of the kind specified in subsection (c) with the court.

(2) A creditor may accept payments from a debtor under such agreement that the creditor believes in good faith to be effective.

(3) The requirements of subsections (c)(2) and (k) shall be satisfied if disclosures required under those subsections are given in good faith.

(m)(1) Until 60 days after an agreement of the kind specified in subsection (c) is filed with the court (or such additional period as the court, after notice and a hearing and for cause, orders before the expiration of such period), it shall be presumed that such agreement is an undue hardship on the debtor if the debtor's monthly income less the debtor's monthly expenses as shown on the debtor's completed and signed statement in support of such agreement

required under subsection (k)(6)(A) is less than the scheduled payments on the reaffirmed debt. This presumption shall be reviewed by the court. The presumption may be rebutted in writing by the debtor if the statement includes an explanation that identifies additional sources of funds to make the payments as agreed upon under the terms of such agreement. If the presumption is not rebutted to the satisfaction of the court, the court may disapprove such agreement.

No agreement shall be disapproved without notice and a hearing to the debtor and creditor and such hearing shall be concluded before the entry of the debtor's discharge.

(2) This subsection does not apply to reaffirmation agreements where the creditor is a credit union, as defined in section 19(b)(1)(A)(iv) of the Federal Reserve Act.

**ACKNOWLEDGMENT OF RECEIPT**

The undersigned acknowledges that attorney \_\_\_\_\_ has given me a copy of this disclosure required by Bankruptcy Code § 527(b)

Dated: \_\_\_\_\_ X \_\_\_\_\_

WHITE COPY – CLIENT      YELLOW COPY – ATTORNEY





**APPENDIX**

**NOTE: THIS FORM SHOULD BE EDITED TO FIT YOUR PRACTICE**

**ALTERNATIVE FORM OF CHECKLIST & INSTRUCTIONS  
TO GIVE TO THE CLIENT IN CHAPTER 7 CASES**

**For Chapter 7**

*It is important that you read and understand the following in order to avoid some of the common pitfalls that may interfere with the ultimate success of bankruptcy action. If you have any questions after you read this acknowledgement now is the time to ask.*

**Please initial each item that has been completed. Fill in the last date you have to complete the item based on the instructions herein:**

<b>Initials</b>	<b>Task</b>	<b>When</b>	<b>Date</b>
	Certificate of Credit Counseling Filed with Court	Pre-filing requirement Unless waiver is obtained	
	Copy of debt repayment plan Filed with Court if one was created by Credit Counseling	Pre-filing requirement if created: Note if none created initial here	
	Received Document entitled "Required Attorney Notices to Potential Clients"	Pre-filing requirement	
	Received signed retainer Agreement	Pre-filing requirement	
	Provided copies of paychecks and <b>all other documents</b> showing earned income during the 60 day period prior to filing	Pre-filing requirement	
	Provided statement of any anticipated increase of future income.	Pre-filing requirement; Note if no increase anticipated initial here	
	Provide statement of any anticipated increase of future expenses.	Pre-filing requirement; Note: if no change of expenses anticipated initial here	
	Copy of any interest in an educational retirement account or qualified State Tuition Program <b>Filed</b> with the Court	Pre-filing requirement; Note: if none initial Here	
	Provide original bills received from all creditors within last 60 days	Pre-filing requirement	
	Copy of most recent tax returns or transcripts of returns due before bankruptcy filing date including: <i>State, Federal, Sales Tax, Employee withholding</i>	Must be filed and received 7 days before the scheduled 341 meeting.	
	Received instructions on filing out work	Pre-filing requirement	

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**PRACTICE UNDER THE REFORM ACT OF 2005**

	sheets that includes how to value property.		
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**You will soon be filing your chapter 7 bankruptcy petition. At this point in time you have reviewed the petition twice, [once with a staff personal and now with an attorney], you have reviewed a check list NOTE IF THE CHECK LIST IS INCOMPLETE YOUR PETITION WILL NOT BE FILED UNTIL ALL TASK ITEMS HAVE BEEN COMPLETED. STOP READING THIS DOCUMENT. You will need to arrange a follow-up meeting to complete your petition when all of the above Tasks are completed.**

**Tasks that will be required after filing and their time lines:**

The following tasks are listed to remind you of future events that will require actions on your behalf. Please take the time to fill in the dates that can be calculated now, other dates will be measured from a specific event.

<b>Task</b>	<b>When</b>	<b>Date</b>
If credit counseling was not completed prior to filing. Must be completed now and the certificate must be filed with the Court.	Credit counseling certificate must be filed within 30 days of your bankruptcy filing.	
There is a short window of time for you to change your mind as to keeping or giving up property.	A written agreement must be signed not latter than 45 days after the meeting of creditors that finalizes new terms for your retention of secured property.	
Sign amended Statement of Intentions (if necessary)	Must be filed within 30 days	

Send to creditor notice of intent to assume or reject lease of personal property.	No later than 30 days from the time of filing the case.	
Send to creditor notice that debtor assumes the lease of personal property.	No later than 30 days after you receive notice from the lessor consenting to your assuming the lease.	
Tax forms if requested must be filed with the Court.	No discharge will be granted and case ultimately will be dismissed.	
You must complete a financial management course and file a certificate from an	Discharge will not be granted unless this course is completed and	

APPENDIX

approved program.	the certificate is filed with the court. Can be completed any time prior to the completion of the plan.	
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**Introduction:**

The following information is provided to guide you through your continuing responsibilities. We ask that you take your time to read and understand the information presented. You will have an opportunity to ask questions after you have read the document.

**The 341 meeting (“Meeting of Creditors”)**

**SOCIAL SECURITY CARD AND DRIVER’S LICENSE REQUIRED or official picture Id’s!**

You must attend the 341 meeting at the time and place scheduled in the *Notice of Commencement of Case*. You will receive this notice directly from the court. The notice is mailed with not less than 20 days prior to scheduled date of the meeting, which will enable you adequate time to arrange time off from work and arrange child care. In an emergency we can arrange a new date, the place of the meeting cannot be changed. It is difficult to adjourn the meeting more than once. If you do not attend the adjourned meeting the trustee will make a motion to dismiss your case.

At the 341 meeting you will testify under oath with regard to your financial affairs. Creditors may and sometimes do attend this meeting and they are allowed to ask you questions. But this generally does not happen. You should be at the 341 meeting a few minutes early. If you need directions we can provide you with a map.

You must bring to this meeting a picture ID, preferably a driver’s license or a sheriff’s ID card and your social security card. The Law Firm will send a packet of information to the trustee which includes most of the documents you provide to us for the preparation of your bankruptcy petition. However there is at least one required additional item that no one will have until shortly before the scheduled meeting. We will either need to send or you will need to bring to the meeting bank **statements** that reflect the balances in your accounts at the time of filing. After you read this it is a good idea to ask the attorney what documents you should bring to this meeting.

**We may need to contact you frequently during the next 90 days. Please keep us posted as to the best method of contacting you.** The date set for this meeting starts the clock running for several important events. **Within 30 days** of the scheduled date for this meeting you must file with the Court Clerk a *Statement of Intentions* that indicates how each secured claim is treated. Although it is the policy of Law Firm to file this statement at the same time we file your petition, it is possible that you discover that after filing that some of your property is secured by virtue of either a purchase money agreement or a Uniform Commercial Code filing from a district that we did not search. The Law Firm’s

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investigation will only include a local UCC Search. More extensive searches are available when the need is recognized. If you do not file with the Court Clerk a *Statement of Intentions* for all your secured property you risk losing that property. **Within 45 days** of the scheduled date of this meeting you must enter into a written agreement with the creditor detailing the terms under which you will retain the property or alternatively surrender the property.

**You have an option of retaining the Law Firm to provide additional services. It may be advantageous to have the Law Firm negotiate on your behalf terms that are acceptable to you for retaining some of your secured property. Of course you can keep your secured property without these additional services but you will be required to maintain the original payment terms with the secured creditors.** As stated above this negotiation process must be completed within a short time period. However if more time is needed a motion to extend this time can be filed by the law firm if such motion is filed before the respective 30 or 45 day term expires. If we are unable to establish acceptable retention terms you will be required to surrender the secured property. This may create a chain reaction in that you will often need to replace this property and may need to obtain new consumer financing to acquire the necessary replacement.

### **In Rem, In Personam and the “Lift Stay Motion”**

“In Rem” refers to a proceeding against property. This type of proceeding is dependant on a security interest. Your creditor must have a secured interest before they can proceed to take away the property. The filing of a bankruptcy petition does not automatically change the rights of secured creditors. However “**In-Personam**” relief automatically occurs when the bankruptcy petition is filed, meaning that unsecured creditors cannot take actions against you personally. Also before your secured creditors can proceed against the security (your property) they must get permission from the bankruptcy court by bringing a motion for relief from the stay. An *exception* (to the Lift Stay Motion Requirement – which results in *no notice to you* and the *risk of sudden loss* of your property) occurs if one year prior to filing you had a bankruptcy case dismissed or received a discharge. Under this exception the stay is not automatic. Your supporting affidavit will be required for The law Firm to make a motion to establish a stay that will protect your property from the reach of creditors.

### **Disclosure Requirements**

A Bankruptcy Petition is intended to tell your complete financial story. All your assets must be listed. All household income and expenses must be reported. Some assets may not be obvious to you, and additional assets will not be known at time of filing! For example the bankruptcy estate includes assets that you inherit within 180 days of the filing of your petition. All assets must be disclosed and the petition amended as soon as possible. Case law now supports the proposition that you will lose the right to pursue claims and litigation matters not listed as assets in your bankruptcy petition; although not inclusive assets often overlooked include: social security disability claims, worker’s compen-

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sation claims, unemployment claims, contract rights claims, wrongful injury claims and counter-claims in litigation matters.

### **Budget**

Following a budget will help you establish a fresh start. The budget we have prepared together is found at Schedule J in your copy of your petition. Remember that some of the monthly expenses included are actually paid annually or quarterly. Therefore it is critical that you regularly set aside some savings to pay these expenses when they come due. Ideally you should open a savings account and set aside some funds every week to meet the unknown expenses such as car and house repairs that will occur. Any debts that you incur after you file your petition are known as post-petition debts. You are responsible to pay these post petition obligations, these debts can not be added to your bankruptcy. However, if you discover that a debt was incurred pre-petition that was inadvertently omitted from your petition, that debt can be added and included. An additional fee will be charged for this service.

### **Claims of Creditors**

Creditors **do not** file proof of claim unless your case is noticed as an asset case, meaning that the trustee will liquidate some of your assets and pay the proceeds pro-rata to your creditors. Claims are classified as either secured or unsecured and as priority or non priority. Creditors can therefore file their proof of claim as secured non priority, unsecured non priority, secured priority or priority non secured. A claim is secured if the claim also attaches to some property through a lien. Priority claims exist through statutory rights created by Congress. For example child support and certain tax claims have been given priority status. In a non asset case priority unsecured debts will not be discharged

### **Bills and Letters from Creditors included in your Bankruptcy**

If you are receiving bills and/or contacts from the creditors you have included in your bankruptcy this is normal. It may take a few weeks before the court has time to notify all of your creditors that you have filed. The notice that directs that you attend the meeting of creditors is the actual notice that all your creditors receive. With the exception of inadvertent cross mail contacts (we generally allow 8 days after the date the 341 notice was mailed) your creditors should no longer be contacting you. If you are still receiving contacts after notice of your 341 meeting you should call our office. We will need to review the offending document. Do not destroy the document's mailing envelope as this will become good evidence of the date the document was mailed.

### **Mortgages**

If you have a mortgage on your principle residence, it is very important that you understand that you have to make your post-petition mortgage if you intend to keep your home.

### **Payroll Deductions which Must Stop after you File**

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Certain payroll deductions should stop once we have a Court docket number in your case. These are:

Income Executions by your Creditors	Stopped Immediately
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Should you find that these deductions have not stopped within a week of your filing, you should contact this office IMMEDIATELY so that we can take the necessary actions. It is our policy to contact those individuals responsible for the deductions immediately after your filing, but in the event that the initial contact does not stop the deductions, further legal actions may be needed.

**Utility Deposits**

Any utility included among your creditors may request a deposit to secure payment for future services. Generally arrangements can be made to pay the deposit over a 60-90 day term along with your current utility bill. Do not pay for utility services rendered to you prior to the date of your petition. If you accidentally paid for such (pre-petition) utility services you should contact the utility provider and have that sum credited towards your required deposit. Generally the utility will issue you a new account number for continuing services that are to be received post petition.

**Your Case Number and Creditor Account Numbers**

The bankruptcy court assigns a case number to your petition as soon as your petition is filed. You must include this number on all correspondence with the Trustee and your creditors. Also the account number assigned by the creditor to you must be included in your correspondence with your creditors.

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**Calls to the trustee's office**

You should not be contacting your chapter 7 trustee directly. Any communication necessary with the appointed Chapter 7 Trustee should be done through the Law Firm.

**Student loans**

Student loans are paid the same percentage dividend as unsecured creditors. You will find a paragraph in your Chapter 13 plan that describes that the student loans listed in your petition will survive your bankruptcy discharge. You will still have a balance due on your student loans when you complete your plan, unless we have proposed paying them in full. Your student loans will be paid in part through the trustee as authorized by your chapter 13 plan. Direct payments on your student loans should stop once you file your petition.

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The chapter 13 however protects you in that your student loan will not be considered to be in default.

### **Co-signers and co-makers**

A co-signer or co-maker on any of your debts is not protected by your Chapter 7 filing. Your creditors will pursue collection of co-signed obligations from your co-signers.

### **Income tax information**

You may receive 1099 forms from creditors listed in your bankruptcy petition. If you use a income tax – preparer you should give the tax preparer a copy of your bankruptcy discharge. If you file your own tax returns you should file IRS Form 982, *Reduction of Tax Attributes Due to Discharge of Indebtedness*, to show that you received a discharge in bankruptcy. The 1099 form will not result in a tax for debt forgiveness if you notify IRS that you received a bankruptcy discharge that includes this “debt forgiveness charge.”

### **You must take a financial management course to qualify for a discharge**

You may have one more hurdle to accomplish. After attending your 341 meeting you must complete a financial management course before you can receive your discharge. If you have not completed such a course contact the Law Firm to make arrangements to do so.

### **Disclaimer**

The Law Firm advises you that bankruptcy laws are constantly being revised. Accordingly, you should not rely on the accuracy of the statements of this acknowledgement for purpose of making a legal decision to act or refrain from acting in any capacity. The purpose of this acknowledgement is to provide you with a base of knowledge that will enable you to ask intelligent questions. Questions pertaining to your situation can only be answered by the attorneys at the Law Firm and not by our non-attorney staff.

### **If you move or get a new phone number contact us as soon as possible!**

If we cannot contact you, we will not be able to service your legal needs. Keep us informed.

### **We appreciate your business!**

Any referrals are sincerely appreciated.

### **Fee disputes**



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Part 137 of the Rules of the Chief Administrator of the Courts provides for the binding arbitration (and in some cases mediation) of fee disputes between attorneys and clients in civil matters. Fee disputes may involve both fees that you have already paid to your attorney and fees that your attorney claims are owed by you.

**Please sign and date this acknowledgement**

**I have read and understand all of the above information, and I agree to follow these instructions to the best of my ability. I also understand that should I require additional information or clarification of any part of this acknowledgement, I may call at any time during regular business hours.**

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Debtor**

\_\_\_\_\_  
**Co-debtor**

APPENDIX

NOTE: THIS FORM SHOULD BE EDITED TO FIT YOUR PRACTICE

**ALTERNATIVE FORM OF CHECKLIST & INSTRUCTIONS  
TO GIVE TO THE CLIENT IN CHAPTER 13 CASES**

**For Chapter 13**

*It is important that you read and understand the following in order to avoid some of the common pitfalls that may interfere with confirmation and the ultimate success of your chapter 13 plan. If you have any questions after you read this acknowledgement now is the time to ask.*

**Please initial each item that has been completed. Fill in the last date you have to complete the item based on the instructions herein:**

<b>Initials</b>	<b>Task</b>	<b>When</b>	<b>Date</b>
	Certificate of Credit Counseling Filed with Court	Pre-filing requirement Unless waiver is obtained	
	Copy of debt repayment plan Filed with Court if one was created by Credit Counseling	Pre-filing requirement if created: Note if none created initial here	
	Received Document entitled "Required Attorney Notices to Potential Clients"	Pre-filing requirement	
	Received signed retainer Agreement	Pre-filing requirement	
	Provided copies of paychecks and <b>all other documents</b> showing earned income during the 60 day period prior to filing	Pre-filing requirement	
	Provided statement of any anticipated increase of future income.	Pre-filing requirement; Note if no increase anticipated initial here	
	Provide statement of any anticipated increase of future expenses.	Pre-filing requirement; Note: if no change of expenses anticipated initial here	
	Copy of any interest in an educational retirement account or qualified State Tuition Program <b>Filed</b> with the Court	Pre-filing requirement; Note: if none initial Here	
	Provide copies of all bills received from creditors within last 60 days	Pre-filing requirement	
	Copy of most recent tax returns or transcripts of returns due before bankruptcy fil-	Must be filed and re- ceived 7 days before the	

**PRACTICE UNDER THE REFORM ACT OF 2005**

	ing date including: <i>State, Federal, Sales Tax, Employee withholding</i>	scheduled 341 meeting.	

**You will soon be filing your chapter 13 bankruptcy petition. At this point in time you have reviewed the petition twice, [once with a staff personal and now with an attorney], you have reviewed a check list NOTE IF THE CHECK LIST IS INCOMPLETE YOUR PETITION WILL NOT BE FILED UNTIL ALL TASK ITEMS HAVE BEEN COMPLETED. STOP READING THIS DOCUMENT.** You will need to arrange a follow-up meeting to complete your petition when all of the above tasks are completed.

**Tasks that will be required after filing and their time lines:**

The following tasks are listed to remind you of future events that will require actions on your behalf. Please take the time to fill in the dates that can be calculated now, other dates we will be measured from a specific event.

<b>Task</b>	<b>When</b>	<b>Date</b>
If credit counseling was not completed prior to filing. Must be completed now and the certificate must be filed with the Court.	Credit counseling certificate must be filed within 30 days of your bankruptcy filing.	
There is a short window of time for you to change your mind as to keeping or giving up property.	A written agreement must be signed not later than 45 days after the meeting of creditors that finalizes new terms for your retention of secured property.	
Review Notice to allow claims which you will receive in approximately 4-5 months. See Claims of Creditors herein.	It is preferable that motions to fix or reduce claims be filed shortly after this notice is received	
Review notice for claims past bar date. Claims filed after bar date can be eliminated by motion (potentially saving you money)	The bar date occurs 90 days after the first scheduled 341 meeting. However, governmental entities are given an additional 90 days.	
Review mortgage claim, by comparing RESPA disclosures sent to you with closing statements and your records of payments.	If your mortgage is being brought current through your plan payments to the Trustee you must keep good records of all payments.	
Provide in chapter 13 plan to assume or reject contracts or leases of real property or personal property.	If the chapter 13 plan does not assume a contract or lease it is deemed rejected.	
Sign motion to prevent termination of	30 days from the time of filing	

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Automatic Stay Note: applies only if you had a case dismissed or filed a Bankruptcy petition within the last year.		
Your chapter 13 plan most likely requires that you pay certain creditors directly.	These creditors should be paid timely based on the original agreement terms.	
Provide copies of the direct payments referred to above to the Chapter 13 Trustee.	Put your case # on these checks and send a copy of the check to the local address of the Trustee. Note that each trustee will likely establish a procedure to comply with this requirement.	
Annual requirement to file new schedules I (income) and J (expenses). Includes Identities of persons who contributed to the plan and their sources of income.	Must be filed 45 days before the Anniversary of the Confirmation Order.	
You must file all tax returns as they become due.	By motion and good reason, which must be signed by you an 45 day extension can be obtained from the Court. You will still need to obtain the tax authority's extension for filing.	
You must complete a financial management course and file a certificate from an approved program.	Discharge will not be granted unless this course is completed and the certificate is filed with the court. Can be completed any time prior to the completion of the plan.	

**Introduction:**

The following information is provided to guide you through your continuing responsibilities. We ask that you take your time to read and understand the information presented. You will have an opportunity to ask questions after you have read the document.

**The 341 meeting ("Meeting of Creditors")**

**SOCIAL SECURITY CARD AND DRIVER'S LICENSE REQUIRED or official picture Id's!**

You must attend the 341 meeting at the time and place scheduled in the *Notice of Commencement of Case*. You will receive this notice directly from the court. The notice is mailed with not less than 20 days prior to scheduled date of the meeting, which will enable you adequate time to arrange time off from work and arrange child care. In an emergency we can arrange a new date, the place of the meeting cannot be changed. It is diffi-

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cult to adjourn the meeting more than once. If you do not attend the adjourned meeting the trustee will make a motion to dismiss your case.

At the 341 meeting you will testify under oath with regard to your financial affairs. Creditors may and sometimes do attend this meeting and they are allowed to ask you questions. But this generally does not happen. You should be at the 341 meeting a few minutes early. If you need directions we can provide you with a map.

You must bring to this meeting a picture ID, preferably a driver's license or a sheriff's ID card and your social security card. Additional items that you should bring to the meeting should include a tax bill to show the assessment of your real property, or an appraisal, pay stubs and tax returns and business records if you are self employed. After you read this it is a good idea to ask the attorney what documents you should bring to this meeting.

**We may need to contact you frequently during the next 90 days. Please keep us posted as to the best method of contacting you.** The date set for this meeting starts the clock running for several important events. **Within 30 days** of the scheduled date for this meeting you must file with the Court Clerk a *Statement of Intentions* that indicates how each secured claim is treated. Although it is the policy of The Law Firm to file this statement at the same time we file your petition, it is possible that you discover that after filing that some of your property is secured by virtue of either a purchase money agreement or a Uniform Commercial Code filing from a district that we did not search. The Law Firm's investigation will only include a local UCC Search. More extensive searches are available when the need is recognized. **Within 45 days** of the scheduled date of this meeting you must enter into a written agreement with the creditor detailing the terms under which you will retain the property or redeem the property.

A motion to extend this time can be filed by The law firm if such motion is filed before the respective 30 or 45 day term expires. During this time frame The law Firm will be negotiating with your secured creditors to establish terms that are acceptable to you for keeping property that are secured. If we are unable to establish acceptable retention terms you will be required to surrender the secured property. This may create a chain reaction in that you will often need to replace this property and may need to obtain new consumer financing to acquire the necessary replacement. Any consumer financing in excess of \$100.00 must be approved by the trustee and sometimes also by the Court. The approval process is generally routine and should be viewed as an additional safeguard for your protection.

The date for creditors claims are also measured from this date. See claims of creditors.

### **Disclosure Requirements**

A Bankruptcy Petition is intended to tell your complete financial story. All your assets must be listed. All household income and expenses must be reported. Some assets may not be obvious to you, and additional assets will not be known at time of filing! For example the bankruptcy estate includes assets that you inherit within 180 days of the filing of your petition. All assets must be disclosed and the petition amended as soon as possi-

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ble. Case law now supports the proposition that you will lose the right to pursue claims and litigation matters not listed as assets in your bankruptcy petition; although not inclusive assets often overlooked include: social security disability claims, worker's compensation claims, unemployment claims, contract rights claims, wrongful injury claims and counter-claims in litigation matters.

### **Budget**

A significant percentage of chapter 13 petitions fail for two reasons: reduced income or failure to follow a budget. Following a budget is within your control and is essential for the success of your chapter 13 Plan. The budget we have prepared together is found at Schedule J in your copy of your petition. Remember that some of the monthly expenses included are actually paid annually or quarterly. Therefore it is critical that you regularly set aside some savings to pay these expenses when they come due. Ideally you should open a savings account and set aside some funds every week to meet the unknown expenses such as car and house repairs that will occur during the life of your plan. Any debts that you incur after you file your petition are known as post-petition debts. You are responsible to pay these post petition obligations, these debts can not be added to your plan. However, if you discover that a debt was incurred pre-petition that was inadvertently omitted from your petition, that debt can be added and included in your plan payments. An amendment to your petition will require that the dividend be recalculated, all creditors noticed and your attorneys will have to attend a court hearing. An additional fee will be charged through the plan for this service.

We previously reviewed with you the standards used for the preparation of your budget. A change of circumstances such as *reduced income* or a new *special circumstance* will require a modification of your plan to reduce your payments to the creditors enabling you to maintain a reasonable lifestyle. Some of our clients have prioritized protecting assets at the expense of an easier lifestyle. Under such circumstances a plan modification will not be easily achieved.

The guidelines for allowed living expense standards (reviewed with you when we prepared your petition) will apply to future plan modifications. Expenses that exceed this guideline may be allowed after a review process. To support the review procedures, to enable expenses that exceed the guideline you need to explain in writing in the form of an affidavit a detailed explanation of the *special circumstances* that make such expenditures *necessary*. We will need to show that there is no reasonable alternative that will avoid these necessary expenses. Additionally we will need receipts for these expenses.

### **Claims of Creditors**

Creditors must file a proof of claim before they can be paid through your chapter 13 plan. They must include supporting information to prove the validity of their claim. The trustee must assume that the claim is valid. As your attorneys we can object to the validity of any proof of claim. Although we review all claims, only are clients can ultimately determine if a claim is valid and should be paid. Approximately 4-5 months after you file

your case the trustee will send you a **NOTICE TO ALLOW CLAIMS**. Please review this notice for accuracy. If you believe that a claim is improper you must **write a letter to [law firm] explaining why the claim is incorrect**. Claims are classified as either secured or unsecured and as priority or non priority. Creditors can therefore file their proof of claim as secured non priority, unsecured non priority, secured priority or priority non secured. A claim is secured if the claim also attaches to some property through a lien. Priority claims exist through statutory rights created by Congress. For example child support and certain tax claims have been given priority status. Generally priority unsecured claims must be paid in full during the term of the plan, which is limited to a maximum term of 60 months. However support claims owed to a government unit can be partially paid, if the plan is 60 months and there is no disposable income available to pay the claim in full. Secured creditors may file a proof of claim at any time. Unsecured creditors must file their claim by the bar date. If their claim is filed after the bar date we have the right to expunge the claim so it will not be paid. The bar date occurs 90 days after your scheduled 341 meeting. Priority creditors, if filed as a government claim get an extra 90 days to file their claim.

#### **In Rem, In Personam and the "Lift Stay Motion"**

"In Rem" refers to a proceeding against property. This type of proceeding is dependant on a security interest. Your creditor must have a secured interest before they can proceed to take away the property. The filing of a bankruptcy petition does not automatically change the rights of secured creditors. However "**In-Personam**" relief automatically occurs when the bankruptcy petition is filed, meaning that unsecured creditors cannot take actions against you personally. Also before your secured creditors can proceed against the security (your property) they must get permission from the bankruptcy court by bringing a motion for relief from the stay. An *exception* (to the Lift Stay Motion Requirement – which results in *no notice to you* and the *risk of sudden loss* of your property) occurs if one year prior to filing you had a bankruptcy case dismissed or received a discharge. Under this exception the stay is not automatic. Your supporting affidavit will be required for The law Firm to make a motion to establish a stay that will protect your property from the reach of creditors.

#### **Bills and Letters from Creditors included in your Bankruptcy**

If you are receiving bills and/or contacts from the creditors you have included in your bankruptcy this is normal. It may take a few weeks before the court has time to notify all of your creditors that you have filed. The notice that directs that you attend the meeting of creditors is the actual notice that all your creditors receive. With the exception of inadvertent cross mail contacts (we generally allow 8 days after the date the 341 notice was mailed) your creditors should no longer be contacting you. If you are still receiving contacts after notice of your 341 meeting you should call our office. We will need to review the offending document. Do not destroy the document's mailing envelope as this will become good evidence of the date the document was mailed.

#### **Mortgages**

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If you have a mortgage on your principle residence, it is very important that you understand that you have to make your post-petition mortgage payments in addition to your payments to the Trustee. Generally only the arrears on your mortgage are included in your Chapter 13 petition, therefore once your petition is filed you need to continue to make your current mortgage payments in order to keep your home. Should you fail to make these payments in a timely manner, it is almost certain that your mortgage company will file a lift stay motion in attempt to foreclose on your home. As a result, you will incur additional attorney's fees and late charges in defending that motion. In defending such a motion we can often arrange 60 days as a short time period for you to become current with the mortgage. Occasionally we are also able to amend your plan to include the missed mortgage payments. This can only be achieved with the consent of the bank. We have been successful in convincing the bank to accept this arrangement when we are able to show the bank that a wage order will guarantee that your payments will remain current to the Trustee and we modify the plan so that your current mortgage payments are included as part of the total Trustee payments. Your new plan payment will be substantially higher than your former payment as it will include the ongoing current mortgage payments, generally such payments include principle, interest and escrow bank charges such as taxes and insurance, plus the missed mortgage payments, which all added to the existing payments.

It is also important that you check with your lender immediately after filing your petition to determine where to send your post petition mortgage payments. Mortgage lenders often have different departments that handle their accounts which are in bankruptcy and unless you are sending the payments to the proper address, they may not be properly credited after you file your petition. It is also important that you make and keep copies of all payments that you make on your mortgage. It is preferable that you make your mortgage payments with your own checking account, as we may need copies of the cancelled checks from your bank, which would be the best admissible evidence in a trial.

During the course of your chapter 13 we, as your attorneys will request via a RESPA letter, a history of your account with the bank that is servicing your mortgage. We will send you a copy of this history as soon as it is available to us. Please review this information thoroughly. We need to verify from your records if the bank has added any charges that the bankruptcy court has not authorized. If so we may be able to seek damages from the bank. Our ability to make such a claim on your behalf is partially dependent on your accurate record keeping. It will help if you make all your mortgage payments to the bank timely.

### **Amending your Chapter 13 Plan**

In the section entitled 'budget' the ideas of pre-petition and post-petition debt were discussed. It was also noted that we can add pre-petition debt to your plan, but rarely can we add post-petition debt. In the section entitled "mortgages" we explained how an amendment to your plan might cure post-petition mortgage arrears. Some plans can also be amended to reduce payments to the trustee when there is a change of circumstance



such as reduced income or increased unanticipated expenses. All amendments are limited in that the plan must have enough funds accumulated to pay and cure arrears, priority claims (limited exception for governmental child support claims) and the administration expenses in full. The plan can not exceed duration of 60 months. Additionally all plans must meet the "best interest of creditors test" that is the plan must pay at least one dollar more than what the creditors would have received if you had filed a chapter 7.

### **"Cram down"**

The new laws limit car "cram down" to cars that have been financed more than 910 days prior to your petition filing date. Unless you were initially extremely upside-down or incurred very high interest over a long term financing period it is unlikely that this option will help you. If you have owned your car more than 2.5 years and you still believe that you owe more than your car is worth, bring this to our attention now, before your case is filed it may save you money. In a Chapter 13 it is often in your best interest to "**cram down**" the debt on your car so that you only repay to the creditor the actual value of your car as opposed to the balance owed to the creditor prior to filing the petition. The confirmed chapter 13 plan replaces the old secured contract with a new secured contract. Essentially upon confirmation you will have purchased the car at a lower price. If the car is destroyed in an accident, the insurance proceeds will be turned over to the Trustee to the extent necessary to pay the balance owed under the "cram-down" plan. Your risks of ownership remain; for example if the car mechanically fails beyond repair, you are stuck with payments just like you would have been without the benefit of the Chapter 13 (fortunately you still pay the lower cram down price). If the only reason for filing a Chapter 13, as opposed to the filing of a chapter 7 was to save money on the car payments you should than convert your case to Chapter 7 (When the car cannot be repaired). A conversion to chapter 7 would than enable you to abandon the car and no longer be liable to the secured creditor. However, if your chapter 13 plan also is designed to cure mortgage arrears a conversion to a Chapter 7 may jeopardize your home ownership. Additionally, if you received a bankruptcy discharge in last 8 years a conversion to chapter 7 is not an option. To keep your crammed down car after dismissal or conversion to chapter 7 you will have to make up the difference between what the car creditor received in the chapter 13 compared to what the car creditor would have received during the same period assuming that you never filed a chapter 13.

### **Direct Payments to Secured Creditors**

Your Chapter 13 plan may have included language that states that you will continue to directly pay certain secured creditors (i.e. direct payment of your car loan). Beware that the confirmation order includes an ex-party provision that enables the creditor to automatically present an order to lift the stay and repossess the car or secured property if you are more than 15 days late with the scheduled direct payment to the creditor. If you fail to make your direct payments timely there is a good chance that you will lose the secured property.

### **Payroll Deductions which Must Stop after you File**

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Certain payroll deductions should stop once we have a Court docket number in your case. These are:

Credit union loan payments	Stopped Immediately
Income Executions by your Creditors	Stopped Immediately

Should you find that these deductions have not stopped within a week of your filing, you should contact this office IMMEDIATELY so that we can take the necessary actions. It is our policy to contact those individuals responsible for the deductions immediately after your filing, but in the event that the initial contact does not stop the deductions, further legal actions may be needed.

**Annual financial review required**

The Law Firm **must** receive a copy of all tax returns that become due post petition. The creditors or the Court may require that these returns be filed with the Court. **Your failure to timely file these tax returns could result in your case being dismissed.** The law Firm may be able to arrange a 45 day extension from the due date of the tax return if you can provide a good written explanation for the delay, prior to 45 days after the return was due.

Schedules I (income) and J (expenses) must be refilled even if there are no changes. This must be filed within 45 days of the anniversary of your confirmation. This statement must contain the identity of persons, who contributed to the plan and their sources of income.

**Utility Deposits**

Any utility included among your creditors may request a deposit to secure payment for future services. Generally arrangements can be made to pay the deposit over a 60-90 day term along with your current utility bill. Do not pay for utility services rendered to you prior to the date of your petition. If you accidentally paid for such (pre-petition) utility services you should contact the utility provider and have that sum credited towards your required deposit. Generally the utility will issue you a new account number for continuing services that are to be received post petition.

**Your Case Number and Creditor Account Numbers**

The bankruptcy court assigns a case number to your petition as soon as your petition is filed. You must include this number on all correspondence with the Trustee and your

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creditors. Also the account number assigned by the creditor to you must be included in your correspondence with your creditors.

<u>Correspondence address:</u>  [trustee's address] [trustee's phone number]	<u>Payment address:</u>  [trustee's address for payment]
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**Trustee Payments**

Your Chapter 13 payments can be made through a payroll deduction at your place of employment. It is easier to remain current if the payment is automatically taken out of your pay. The deductions are pro-rated so that the deductions will equal the monthly payment accumulating from each pay period. You will need to make the first two monthly payments direct to the Trustee, because the payroll order cannot be immediately issued. You may also opt to continue to directly pay the Trustee. Please note that the Trustee's Office CAN NOT ACCEPT CASH OR PERSONAL CHECKS. Your direct trustee payments must be in the form of either a money order or certified bank check. Write your case # on your check made payable to "[name of trustee], Trustee." Mail your check to the payment address listed above.

**Calls to the trustee's office**

The Trustee's office phone # is [trustee's phone number]. His office hours are Monday through Friday \_\_\_\_ AM to \_\_\_\_ PM. Questions or concerns regarding your case should first be directed to the the Law Firm. To most effectively represent you it's appropriate that we, as your attorneys, should correspond with the Trustee on your behalf.

**Confirmation of your Chapter 13 Plan**

On your NOTICE OF COMMENCEMENT of your case you will find the scheduled date for your confirmation hearing. It is not necessary that you attend this hearing. Our primary objective is to get your chapter 13 plan confirmed at this hearing. There are two ways in which you can help. First make certain that you have made all your scheduled payments to the trustee. Second make all the direct creditor payments timely. If your case is not confirmed within a reasonable time your case will be dismissed. If the case is dismissed, you will have no legal protection from your creditor actions. Your position will revert to the same situation you were in prior to filing.

**Payments to Creditors**

After your case has been confirmed the trustee distributes payments to creditors once a month. The monthly payment amount you send to the trustee is used to pay all expenses, including attorneys' fee to be paid through the plan. The trustee will not make any pay-

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ments without having first received a court order authorizing the payments. All fees and expenses must be approved by the court.

### **Post-Petition Credit**

After filing a chapter 13 you may **not** obtain and utilize credit in excess of \$100.00 without the approval of the trustee or court. Exception is made for medical emergencies. Self employed individuals, who have filed a business chapter 13, may obtain credit without court or trustee approval under the ordinary business decision rule. If possible consult with the the Law Firm before applying and utilizing any credit.

### **Selling Property**

You cannot dispose of any of your property, including land, real estate, cars or property that has a value in excess of \$100.00 without permission of the Trustee or court. If you dispose of property without permission, the transaction could be set aside and your plan could be dismissed. You should contact the The Law Firm to initiate this process. The approval process is generally routine.

### **Student loans**

Please refer to the Chapter Student loans in the book Surviving Debt. This book is given free to all The Law Firm's clients. Student loans are paid the same percentage dividend as unsecured creditors. You will find a paragraph in your Chapter 13 plan that describes that the student loans listed in your petition will survive your bankruptcy discharge. You will still have a balance due on your student loans when you complete your plan, unless we have proposed paying them in full. Your student loans will be paid in part through the trustee as authorized by your chapter 13 plan. Direct payments on your student loans should stop once you file your petition. The chapter 13 however protects you in that your student loan will not be considered to be in default. The book, Surviving Debt will provide you with more detail and discuss the subjects of hardship discharge, the administrative process for initiating a hardship discharge, preventing a default and processing new student loans.

### **Co-signers and co-makers**

A co-signer or co-maker on any of your consumer debts is generally protected from contact by the creditors as long as you remain under chapter 13. This co-debtor protection applies only to consumer debt. This protection applies only to the amount of debt your plan proposes to pay. If the debt the co-debtor has guaranteed is not paid in full it will survive and be collectable only from the co-debtor for the remaining balance after your plan has been completed. If the plan is not scheduled to pay the co-debtor debt in full the creditor may bring a lift stay motion on notice to you to proceed to collect the difference from your co-debtor before your plan is completed.

### **Income tax information**

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You are required to file all tax returns timely. Immediately after you file your tax returns you must also mail two copies of your tax returns to The Law Firm. If we have determined that there is a history of significant tax refunds i.e. more than \$1,500.00 between state and federal, the income should be included in your bankruptcy schedules (showing a projected income in Schedule I). However, if the projected income was not included or the refund is significant (more than \$1500.00) the trustee will want any excess over \$1,500.00 i.e. you receive \$4,500.00 the trustee will need to be given \$2000.00 Yet, most of our clients have a real need to keep all of their refund. There is no guarantee that this can be achieved. However, we suggest that you request that you be allowed to keep your refund by writing to the Trustee in care of The Law Firm. Your letter should detail what you need to purchase and why. We are likely to be required to prove that funds will be applied for a necessity and that there is no reasonable alternative to avoid the meeting the needs of this necessity.

It is your obligation to timely file your income tax returns. Failure to file could result in a motion to dismiss your petition by the trustee.

Your chapter 13 plan payments are not deductible. Mortgage interest is deductible. You must obtain sums paid toward interest on your mortgage from your mortgage creditor.

### **Failure to pay the Trustee**

If the trustee's office fails to receive your scheduled plan payments, the trustee or any creditor may seek the dismissal of your case. The trustee will send a late payment letter or initiate a payroll deduction in order to facilitate payments. If neither a motion to modify nor a payment is received the trustee will make a motion to dismiss your case.

### **Defense of Motion to Dismiss or Lift Stay**

It is relatively common to receive Motions entitled "Lift Stay" at the beginning of a Plan. In the case of motor vehicles these motions are filed in order to settle disputes about the valuation of your vehicle or the interest rate. In the case of post confirmation motions that involve payments on car leases or mortgage payments that are late, these motions are much more serious. You will get a copy directly from the entity and their attorney filing the Motion. It is the Law Firm's policy is to attempt to contact our clients immediately upon receipt of any adverse notification that will affect your plan. The time period to respond to and establish a defense upon your behalf is short. Generally the same notice has been received by you. At that point you should contact The Law Firm. When we defend the actions of the Trustee and or your creditors the Bankruptcy Judge will frequently give you a second chance to correct the problem or issue. The Judge often will issue **CONDITIONAL ORDER**. This will be your last chance to correct the problem or make up missed payments. We attempt to send you a copy of this order, but by the time you receive it you may only have a few days to comply with all of its terms. **CONDITIONAL ORDERS** are literally interpreted and are not subject to modification unless another court order supersedes the original order. Every term and aspect of the order must be

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complied with or the consequences of the order take effect, frequently, dismissing your case or allowing a creditor to precede with the actions the creditor request in their moving papers.

### **Request for voluntary dismissal**

Chapter 13 is **Voluntary**. You may request that your case be dismissed at any time. A dismissal will result in putting you back to the same position you were in prior to filing. You will however receive credit for payment that was made to your creditors. However, since administration claims are paid before any payments are made to your unsecured creditors it is unlikely that any payments will have been sent to your unsecured creditors if you request a dismissal shortly after your case is confirmed. If you request a dismissal prior to confirmation the trustee will **not** refund monies paid to him by you. However, you will still be responsible for the legal fees incurred in filing your case. Accordingly The Law Firm has the right to file a claim for administration expenses and intercept funds paid that would otherwise be distributed to your creditors. If you voluntarily dismiss your case after a creditor has successfully obtained a lift stay. You will have invoked section 109G of the bankruptcy code, which creates a bar from your filing any bankruptcy for 180 days after the dismissal of your case. If your case is dismissed by a creditor with prejudice (generally because you have abused the bankruptcy system and or failed to comply with a court order or attend the 341 meeting a similar 180 day bar can be issued at the discretion of the court.

### **Discharge and Plan Competition**

You may have one more hurdle to accomplish. After completing your plan you must complete a financial management course before you can receive your discharge. If you have not completed such a course contact The Law Firm to make arrangements to do so. **Congratulations, you have reached your goal!** When you have successfully completed your payments, the Trustee's office will generate a "Final Account and Report", and refunds check if you overpaid. Approximately six weeks after this report is filed you will receive your discharge order. When you receive the final report please contact The Law Firm immediately if you have a mortgage that was cured or paid through the plan. At this time The Law Firm will for a small additional fee at your direction make a motion to fix the claims of your mortgage company to obtain a Court order that indicates that your mortgage is current. We have found this motion often saves a lot of future aggravation. Mortgage companies have been known to bill or add fees to your account that have not been authorized by the Court. When we have such a court order it is much easier to prove damages and pursue a claim against the mortgage company.

### **Disclaimer**

The Law Firm advises you that bankruptcy laws are constantly being revised. Accordingly, you should not rely on the accuracy of the statements of this acknowledgement for purpose of making a legal decision to act or refrain from acting in any capacity. The purpose of this acknowledgement is to provide you with a base of knowledge that will en-

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able you to ask intelligent questions. Questions pertaining to your situation can only be answered by the attorneys at The Law Firm and not by our staff.

**If you move or get a new phone number contact us as soon as possible!**

If we cannot contact you, we will not be able to service your legal needs. Keep us informed.

**We appreciate your business!**

Remember that The Law Firm represents you throughout the entire course of your chapter 13. Any legal issues that arise during this time fall within the purview of this representation, because the outcome of such matters will affect your chapter 13. If The Law Firm cannot provide a specific legal service we will obtain a court order allowing you to retain another law firm. Any referrals are sincerely appreciated.

**Fee disputes**

Part 137 of the Rules of the Chief Administrator of the Courts provides for the binding arbitration (and in some cases mediation) of fee disputes between attorneys and clients in civil matters. Fee disputes may involve both fees that you have already paid to your attorney and fees that your attorney claims are owed by you.

**Please sign and date this acknowledgement**

**I have read and understand all of the above information, and I agree to follow these instructions to the best of my ability. I also understand that should I require additional information or clarification of any part of this acknowledgement, I may call at any time during regular business hours.**

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Debtor**

\_\_\_\_\_  
**Co-debtor**

