



Standard Bankruptcy Questionnaire & Customer Packet

Dear Client:

WE WANT TO FIND A WAY TO HELP YOU. If you are suffering a hardship due to loss of employment, death of a relative, reduction of income, illness or any other unexpected events, please read the following.

It may be possible for you to avoid foreclosure on your property. In an effort to help you find a solution, we would be happy to review possible alternatives with you. Certain information you provide will assist us in determining your needs and our ultimate recommendation to cure your delinquency.

After careful review of your financial position, you may be eligible for one of our Assistance Programs and we can help you determine the best alternative. So that we may better assist you, each Client is required to submit the information set forth below.

CHECK LIST: ALL ITEMS NEEDED PRIOR TO SUBMITTING PACKET

- This packet completed including Attorney – Client Fee Agreement
- Income Verification (6 months of: pay check stubs)
- Bank Statements (6 months)
- Tax Return (most recent tax year)
- Certificate of Credit Counseling (attorney will go over with client)
- Domestic Support information (if available)
- Disabled Veterans (supporting documentation – if applicable)
- Trust Instrument documentation (if applicable)
- Motor Vehicle valuation (Kelly Blue Book - trade in value – www.kbb.com)
- Motor Vehicle pay-off amount (most recent statement)
- Motor Vehicle Registration (copy)
- Motor Vehicle Purchase Contract (copy – if purchased in the last 120 days prior to case filing)
- Real Property Valuation (www.zillow.com)
- Real Property pay-off amount (most recent statement)
- Real Property Trust Dead (first two pages - if applicable)
- Real Property Grant Dead (for jointly owned property – if available)
- Real Property Proof of Insurance

CHECK LIST: SELF EMPLOYED

- Business Proof of Insurance (liability, workers comp, etc)
- Business UCC-1 (recorded – if applicable)
- Business Bank Statement (all accounts – 6 months)
- Business Income Verification (6 months of: profit & loss Statements)
- Business Entities (list all company where shares are owned)

Additional information and documentation may be required for some forms of assistance.

Please keep in mind that this letter does not constitute a Commitment or Approval for Assistance.

Normal collection proceedings up to and including foreclosure, will continue during the review process.

Therefore, we recommend that you provide VanderShuit Law Group with the required financial information as soon as possible so that we can timely assess your options for avoiding foreclosure.

IMPORTANT: You must list ALL of your assets. Do not try to hide or conceal assets because there are severe penalties for doing so. You will probably be able to keep most (if not all) of your assets after the bankruptcy.

IMPORTANT: You must list ALL your debts. If in doubt about a creditor, list them. Your creditors must have notice of the bankruptcy petition for the debt to be discharged. Anyone you owe money to is a creditor - including family and friends. Even if you plan to repay your family and friends you still must list them. List all disputed debts as well. List all potential debts to those people who have not yet brought a claim against you.

Bankruptcy Questionnaire

Name _____ (first, middle, last)	Social Security Number _____
Current Address _____	
Mailing Address (if different than above) _____	
Phone: (Home) _____	(Cell) _____ (Work) _____
Email _____	What is the best way to get in touch with you during the day? _____
Marital Status (Married, Divorced, Single) _____	Are you filing jointly with your spouse? _____
How long have you lived in this state? _____	Other names used in last 6 years _____
Occupation _____	Employer _____ How Long Employed _____
Employer's Address _____	

Spouse (if filing a joint bankruptcy)

Name _____ (first, middle, last)	SSN# _____
Address (write "same" if the same) _____	
How long have you lived in Oregon? _____	Other names used in last 6 years _____
Occupation _____	Employer _____ How Long Employed _____
Employer's Address _____	

Dependants:

Name	Age	Relationship	Name	Age	Relationship
1.			3.		
2.			4.		

Prior Bankruptcy:

Have either you or your spouse filed bankruptcy before? _____ If yes: Who _____ When _____ Type (chap 7 or 13) _____ Status _____
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Do you know anyone who has been a client of ours?

Yes No (Please circle either yes or no) If Yes, please explain _____

Your Income

Past Income (Gross - before taxes) for Last Six Months: (list each spouse separately)

Last Month \$ _____ 2 months ago \$ _____ 3 months ago \$ _____

4 months ago \$ _____ 5 months ago \$ _____ 6 months ago \$ _____

Current Monthly Income
You
Spouse (if filing jointly)

Monthly gross wages	\$ _____	\$ _____
Payroll deductions	\$ _____	\$ _____
Taxes + Social Security	\$ _____	\$ _____
Insurance	\$ _____	\$ _____
Union Dues	\$ _____	\$ _____
Other	\$ _____	\$ _____
Monthly Take-home pay	\$ _____	\$ _____

Other Income

Soc Sec or government assistance \$	_____	\$ _____
Alimony + support	\$ _____	\$ _____
Pension or retirement	\$ _____	\$ _____
Side Business	\$ _____	\$ _____
Interest + Dividends	\$ _____	\$ _____
Alimony or Child Support	\$ _____	\$ _____
Other _____	\$ _____	\$ _____

Your Average Monthly Expenses

Expense	Monthly Cost	Expense	Monthly Cost
Rent or Mortgage	\$ _____	Other Expenses	
If not included above:		Home maintenance + repair	\$ _____
Real estate taxes	\$ _____	Food	\$ _____
Homeowners insurance	\$ _____	Clothing	\$ _____
Renters insurance/PMI	\$ _____	Laundry/dry cleaning	\$ _____
Utilities		Medical + dental (not reimbursed)	\$ _____
Electric + heating	\$ _____	Transportation (oil, gas, bus, etc)	\$ _____
Water + sewer	\$ _____	(Do not include car payments)	
Garbage	\$ _____	Recreation/entertainment	\$ _____
Alarm system	\$ _____	Charitable contributions	\$ _____
Home phone	\$ _____	Child care	\$ _____
Cell phone	\$ _____	Education/tuition	\$ _____
Cable	\$ _____	Grooming/haircuts, etc	\$ _____
Internet	\$ _____	Taxes (not deducted from pay)	\$ _____
Insurance (not deducted from pay)		Other expenses	
Life	\$ _____	_____	\$ _____
Health	\$ _____	_____	\$ _____
Auto	\$ _____	_____	\$ _____
Other	\$ _____		
Installment payments you plan to keep			
Auto #1 _____	\$ _____		
Auto #2 _____	\$ _____		
Other _____	\$ _____		

10. **Life Insurance:** Type (Whole, Term, Universal) _____ Beneficiary _____ Any cash surrender value
 _____ \$ _____
 _____ \$ _____

11. **Annuities:**
 Do you have any annuities? (Yes/No) _____ If so, please give the value and describe:

12. **Retirement Account, Pension, or profit sharing plans** (list)

Type	Value	Any loans against?	If so, balance of the loan
_____	\$ _____	_____	_____
_____	\$ _____	_____	_____

13. **Stocks:** Name _____ Number of Shares _____ Value per share _____ Total Value _____
 _____ \$ _____ \$ _____
 _____ \$ _____ \$ _____

14. **Interest in any business or partnership:**
 Yes/No _____ If yes, please describe and give the value of your interest.

15. **Government and Corporate Bonds**
 Name _____ Value \$ _____

16. **Money owed to you** (explain):

17. **Alimony/child support owed to you** (who from, monthly payment, amount behind):

18. **Tax refunds you expect** but have not yet received: Value \$ _____ Describe:

19. **Can you sue anyone and collect \$\$\$** (describe):

20. **Equitable and Future interests, Life Estates** (describe):

21. **Patents, Copyrights, Licenses, or Franchise rights** (describe):

22. **Vehicles (including trailers + mobile homes)** *Kelley Blue Book* (www.kbb.com) – use “trade in value”

Year/Make/Model	Miles	Value	Name(s) on Title	Balance Owing
_____	_____	\$ _____	_____	\$ _____
_____	_____	\$ _____	_____	\$ _____
_____	_____	\$ _____	_____	\$ _____
_____	_____	\$ _____	_____	\$ _____

23. **Boats, boat motors and accessories** (use Nada Guide www.nadaguide.com)

Describe	Value	Who Owns	Balance Owing
_____	\$ _____	_____	\$ _____

24. **Airplanes** (describe)

25. **Office Equipment:** Value \$ _____ Balance Owing \$ _____ Describe:

26. **Tools used in your profession** (ex – carpentry tools):
 Value \$ _____ Balance Owing \$ _____ Describe:

27. **Inventory in your business:** (describe)

28. **Crops, Farm Equipment, and Farm Supplies** (describe)

29. **Animals** (including pets): List _____ Value _____

30. **Other Property** (not listed above): List _____ Value _____

Your Debts

Secured Debt – home loans, car loans, or any other loan where your property is security for the loan.

#1 – First Mortgage

Creditor name + Address _____

Account number _____ Current on payments? _____ If not, months behind _____

Monthly payment \$ _____ Balance \$ _____ Date incurred _____ Years left on loan _____

Who owes? (Husband, Wife, or Joint) _____ Is anyone else signed on the loan? _____

#2 – Second Mortgage

Creditor name + Address _____

Account number _____ Current on payments? _____ If not, months behind _____

Monthly payment \$ _____ Balance \$ _____ Date incurred _____ Years left on loan _____

Who owes? (Husband, Wife, or Joint) _____ Is anyone else signed on the loan? _____

#3 – Car Loan

Creditor's name + Address _____

Account number _____ Current on payments? _____ If not, months behind _____

Monthly payment \$ _____ Balance \$ _____ Date incurred _____ Months left on loan _____

Value of auto \$ _____ Interest Rate _____%

Who owes? (Husband, Wife, or Joint) _____ Is anyone else signed on the loan? _____

#4 – Car Loan

Creditor's name + Address _____

Account number _____ Current on payments? _____ If not, months behind _____

Monthly payment \$ _____ Balance \$ _____ Date incurred _____ Months left on loan _____

Value of auto \$ _____ Interest Rate _____%

Who owes? (Husband, Wife, or Joint) _____ Is anyone else signed on the loan? _____

If you have more secured loans, please attach a separate sheet of paper.

Tax Information and Debts

Did you file taxes for 2006? _____ If you received a Refund, how much \$ _____ and when received _____

If you have not yet filed for 2006, do you expect a refund? _____ How much expected \$ _____

Did you file in the following years?

2005: Fed _____ State _____	2004: Fed _____ State _____	2003: Fed _____ State _____
2002: Fed _____ State _____	2001: Fed _____ State _____	2000: Fed _____ State _____

Do you owe the IRS, State of Oregon, or Multnomah County for back taxes? _____ If yes,
 To which agency _____ Type of tax (income, business, payroll) _____ Year(s) owed _____ Amount owed _____

Do you expect a refund for any other past year (besides 2006)? _____ If yes, please explain _____

Unsecured Debt

 – Basically, all debts you owe that are not back taxes or are not secured by your home, car, etc.

- Please obtain a credit report prior to completing this section. You can get one for free at www.annualcreditreport.com
- Please list the **Original** creditor first and then any **Debt Collectors** collecting for that debt in the next block.
- Be sure to list **ALL** creditors. Adding creditors after filing WILL cost extra in court and attorney fees.

Creditor name, address, account number	Type of Debt	When incurred	Amount Owed	Co-Debtors? Name + Address
Account # (last 4 digits) _____ 1111 _____ Name _____ Sample Creditor _____ Address _____ PO Box 112233 _____ City _____ Portland _____ State _____ OR _____ Zip _____ 97205 _____	Credit Card	2005	\$4,400	None
Account # (last 4 digits) _____ Name _____ Address _____ City _____ State _____ Zip _____				
Account # (last 4 digits) _____ Name _____ Address _____ City _____ State _____ Zip _____				
Account # (last 4 digits) _____ Name _____ Address _____ City _____ State _____ Zip _____				
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Account # (last 4 digits) _____ Name _____ Address _____ City _____ State _____ Zip _____				
Account # (last 4 digits) _____ Name _____ Address _____ City _____ State _____ Zip _____				
Account # (last 4 digits) _____ Name _____ Address _____ City _____ State _____ Zip _____				

***If you have more unsecured debt please attach a separate sheet of paper. ***

Recent Income, Transfers, and Financial History

**** Please read carefully and answer each of the following questions. ****

1. How much income have you earned (gross) from working in:

Debtor: 2007 \$ _____ 2006 \$ _____ 2005 \$ _____
 Spouse: 2007 \$ _____ 2006 \$ _____ 2005 \$ _____

2(a). Have you had income during the past two years from sources other than working? _____ If yes, list the source and the amount for each year.

2(b). Have you recently received an **inheritance** or do you expect to receive one in the next year? _____

3(a). Have you paid more than **\$600** to any one creditor in the last 90 days? _____. (Include single or multiple payments. Example:

3 payments of \$210 to the same creditor in the last 90 days totals \$630.) If YES,

Name	Address	Amounts and dates of payments	Total

3(b). Have you **repaid any loans from relatives** in the last TWO years? _____ If YES,

Name	Address	Amounts and dates of payments	Total

4(a). Has **anyone sued you** in the last year? _____ If yes, attach copies of court papers

4(b). Has anyone **garnished** your wages or bank account within the past 90 days? _____ If yes, give name and address of creditor, amount and dates of garnishment.

5. Has anything been **repossessed** by or **returned** to a creditor in the last year? _____ If yes, give name and address of creditor, description of the item and date of return or repossession.

6(a). Have you given any property to a creditor in the past 120 days to hold as **collateral**? _____ If yes, give name and address of creditor, description of item given and date given

6(b). Has any of your property been in the hands of a custodian, receiver or court-appointed official in the last year? _____ If yes, give name + address of custodian or court, (case title and number), and a description + value of property

7(a). Have you made any gifts to **charity** in the past year in excess of \$100? _____ If yes, explain

7(b). Have you made any **gifts to family members** during the past year in excess of \$200? _____ If yes, give name and address of person who received gift, date of gift and value

8. Have you had **losses** from fire, theft or gambling in the past year? _____ If yes, describe event, date and amount of loss

9. Have you paid anyone else for **advice regarding debt consolidation or bankruptcy advice**? _____ If yes, give name and address of person, amount paid, and date of payment:

10. Have you **sold, bartered or transferred** any property in the last **two years** (ex - garage sale, car trade-in, sale of real estate)?

_____ If yes, list the name and address of the person who received the property, date of transfer, description of the property, and how much you received

11. Have you **closed any bank accounts** in the past year? _____ If yes, give name of bank, type of account, date account was closed and the balance at the time the account was closed

12. Do you have OR have you had in the past year a **safe deposit box**? _____ If yes, give location, description of contents and name of persons who have access to the safe deposit box

13. Have any of your creditors also owed you money and rather than pay you the creditor **cancelled your debt**? _____

14. Do you have in your possession OR do you control any **property that belongs to another person**? _____ If yes, give name and address of other person and description of property

15. If you have **moved in the past three years** give your previous addresses and the dates you lived there

Address

Dates

16. Within the past 6 years, have you lived in Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington or Wisconsin with a husband/wife? _____ If yes, give the name of the husband/wife

17. Have you had any dealings with the government regarding any **violation of environmental laws**? _____

18(a). Have you been involved as an officer, director, partner or managing executive of a corporation, partnership or sole proprietorship within the past six years? _____ If yes, give the name, address, and taxpayer ID# of the business:

18(b). Within the past six years, have you owned more than 5% of the stock of any corporation? _____ If yes, give the name, address and taxpayer ID of the business

If you have **OWNED A BUSINESS OR BEEN SELF EMPLOYED** within the **PAST 2 YEARS**:

Business NAME _____ Type of business _____

Business address _____

Beginning date _____ Closing date _____ Is the business still operating? _____

List the names of **accountants or bookkeepers** who assisted with record keeping for the business during the last **6 year**

List names of banks/creditors that were given **copies of a financial statement** for the business during the past **two years**

If the business is/was a **partnership**, give names and addresses of the other partners

How did you find out about us? Please **CIRCLE**:

Online: Google Yahoo Super-pages NOLO other online webpage (which one _____)

Phonebook: Yellow Pages Verizon

Other: News Paper Company referral service Personal Referral (who) Other _____

Signatures: _____ (Debtor) _____ (Date) _____ (Joint Debtor) _____ (Date)

Please supply your:

1. 2008 state and federal tax returns for a Chapter 7 case. (For Chap.13 also provide 2007, 2006 and 2005).
2. Paystubs you've received in the last 7 months for any job worked during that time.

ATTORNEY-CLIENT FEE AGREEMENT

In consideration for services to be rendered to _____ ("the Client") by Attorney The VanDerSchuit Law Group, APC, ("Attorney"), in connection with representing Client regarding bankruptcy matters, Client, jointly and severally agrees to pay Attorney as follows:

Retainer Fees: **CHECK ONE BOX**

- The attorney fees for a typical non-business Chapter 7 case (**with 1-25 Credit Accounts**) is \$1,875.00, with an additional charge of approximately \$299.00 to cover the bankruptcy court filing fee, (dependent on court location).
- The attorney fees for a typical non-business Chapter 7 case (**with 25-50 Credit Accounts**) is \$2,075.00, with an additional charge of \$299.00 to cover the bankruptcy court filing fee.
- The attorney fees for a (**Non-Business**) Chapter 13 case is \$3,995.00, plus the court filing fee.

The flat fee covers all services required for a routine chapter 7 bankruptcies and Chapter 13 cases. In the unusual event your case requires additional services not normally required in a routine chapter 7 bankruptcy case (such as defending complaints objecting to your discharge or the discharge of certain debts, objections to your claimed exemptions, defending requests by creditors to repossess property, removing attachments, or any matter requiring a hearing before a judge), you will be charged additional legal fees as described below in paragraph 10. L. Client will be given advance notice if the Client will be charged additional legal fees.

1. The total retainer in the amount of the selected plan is required in full prior to upon acceptance of this agreement. An additional \$299.00 is to be paid by Client for the court filing fee of the bankruptcy petition. Client acknowledges that all retainers are non refundable regardless if Client decides to cancel filing of the bankruptcy petition or not.
2. Attorney reserves the right to withdraw from Client representation if, among other things, Client fails to honor the terms of this Agreement, including non-payment of Attorney and court filing fees; Client fails to cooperate or follow advice on a material matter, or if any fact or circumstance arises or is discovered that would render continuing representation unlawful or unethical. Client is aware of an ethical requirement imposed upon all Attorneys in this state. If a Client, in the course of representation by an Attorney, perpetrates a fraud upon any person or tribunal, the Attorney is obligated to call upon the Client to rectify the same. If the Client refuses or is unable to do so, the Attorney is required to reveal the fraud to the affected person or tribunal.
3. Since the outcome of negotiations and litigation is subject to factors which cannot always be foreseen, Client acknowledges and understands that Attorney has made no promises or guarantees to Client concerning the outcome and is unable do so. Nothing in this Bankruptcy Retainer Agreement shall be construed as such a promise or guarantee.
4. Client agrees that Attorney may discard Client records within five (5) years of the completion of the Client's bankruptcy case.
5. Attorney shall provide Client with the following services:
 - a. Review and analyze Clients financial circumstances based on information provided by Client.
 - b. If possible and to the extent possible, based on the information provided by Client, the attorney will advise Client of the Clients options, including but not limited to bankruptcy options.
 - c. Inform Client what information Client needs to provide Attorney in order to allow Attorney to provide appropriate advice and option information, in the event such information Client provided is insufficient.
 - d. Advise Client of the appropriate requirements in connection with the filing of a Chapter 7 or Chapter 13 bankruptcy, including the duties of Client connected with such filing.
 - e. Quote the Client an estimated fee, to the extent possible given the information provided by Client, for the Attorneys service relative to providing bankruptcy assistance or other legal services to Client.
 - f. Assuming that a U.S. Bankruptcy proceeding is filed, Attorney services will include all typical Attorney required participation in such proceeding, including but not limited to, appearances at Court hearings, preparation of legal memoranda, and communication with opposing counsel and parties.
 - g. If Clients proceeding requires additional, but not customary work, Attorney will inform Client directly, and enter into a separate written contract for such services to fully apprise Client of the fees, payment requirements, and expected services to be provided.

6. Client acknowledges his/her obligation to make full and complete disclosure of all assets and all liabilities, and to provide all documents and information requested by the Attorney, before the bankruptcy petition can be prepared and filed with the court.
7. Client acknowledges that he/she must attend pre-petition credit counseling before the bankruptcy petition can be filed. Client understands that he/she must also attend post-petition counseling after the bankruptcy petition is filed and within the time frame allowed by statute. Client acknowledges that the bankruptcy cannot be filed without the certificate of completion of the pre-bankruptcy credit counseling. Client understands that no discharge of debts will be issued if the post-bankruptcy credit counseling is not completed within the statutory time frame.
8. Client acknowledges that Attorney does not represent Client in any other type of case, lawsuit or proceeding other than Client's bankruptcy case. The Attorney may make a special appearance in a court, other than the Bankruptcy Court, for the purpose of filing a notification of Client's bankruptcy proceedings, and to suggest to another court that Client's proceedings should be stayed. Sending or receiving any summons or complaint, or notifying the Attorney of a pending lawsuit does not obligate the Attorney to represent Client in that lawsuit or before that court. Any representation of Client in a state court proceeding, including without limitation: collection lawsuits, foreclosure lawsuits, and etc., is not included in this Bankruptcy Retainer Agreement. Any referral made to another Attorney to represent Client is a courtesy only. The Attorney is not associated with any other Attorney outside of the undersigned Attorneys law offices.
9. Client acknowledges that the Attorney will not research creditor information, including addresses, account numbers, or balances. The Client must provide this information to the Attorney in writing. Failure to do so may result in unsecured debts subject to non-dischargeability.
- a. Attorney makes no representation nor conducts any practice of accounting or advises on accounting matters – for all accounting related issues please contact your accountant
10. Client agrees, but not limited to, that the following matters are not included within the scope of this Bankruptcy Retainer Agreement. Client agrees that, as to the matters listed below, the Attorney will not take any action on Client's behalf, without a written request and/or a separate Retainer Agreement and possibly an additional retainer:
- a. Motions to revoke a discharge.
 - b. Removal of a pending action in another court.
 - c. Obtaining title reports.
 - d. The determination of real estate or tax liens.
 - e. Appeals to the BAP, District Court or Court of Appeals.
 - f. Correcting credit reports.
 - g. Negotiations with Check Systems regarding Client.
 - h. Motions to Discuss Client's bankruptcy case filed by the Trustee, U.S. Trustee, or any creditor.
 - i. Any adversary proceeding filed by the Trustee, U.S. Trustee, or any other party on any basis, including, without limitations, proceedings to determine dischargeability of debts.
 - j. Preparing reaffirmation agreements, negotiating the terms of reaffirmation agreements proposed by creditors, motions to redeem personal property, and negotiating reaffirmation agreements when Client's income is not sufficient to rebut the presumption of undue hardship and special circumstances do not warrant the signing of a reaffirmation agreement.
 - k. Motion to impose or extend the bankruptcy stay.
 - l. Other fees
 - a. Hourly Rate: \$180.00 per hour (for any services not included in the flat fee)
 - b. Amendments to Petition: \$200.00
 - c. Rescheduled Meetings with Trustee: \$100.00
 - d. Emergency filings - \$200.00
 - e. Missed appointments - \$45.00
 - f. Motion to Avoid Lien- \$400.00
 - i. All additional matters will be outlined and disclosed to client prior to billing to client.
11. Client understands that certain debts cannot be discharged in bankruptcy. Client agrees that Client is still liable to repay any debt not discharged in Client's bankruptcy. Client understands that the debts listed below are common examples of the types of debts that cannot be discharged in bankruptcy. Client further understands that the list of non-dischargeable debts may be expanded by legislation or court decisions and Attorney has no control over the type of debts that may be or become non-dischargeable.
- a. Certain types of taxes, custom duties, or debts to pay taxes or custom duties.
 - b. Student loans.
 - c. Debts owed for spousal or child support.
 - d. Debts owed to the spouse, former spouse, or child in a domestic relations proceeding.
 - e. Debts arising from a previous bankruptcy wherein discharge of that particular debt was waived.

- f. Debts owed for money, property, services, extension-or-removal, or refinancing of credit, if obtained by false pretenses, or false representations, or actual fraud.
- g. Consumer debts for luxury goods obtained within ninety (90) days of the date of filing of the bankruptcy petition.
- h. Cash advances obtained within seventy (70) days of the date of the filing of the bankruptcy petition.
- i. Debts owed for fraud or defalcation while acting in a fiduciary capacity, or embezzlement or larceny.
- j. Debts owed for fines, penalties, or forfeitures payable to and for the benefit of governmental entity.
- k. Debts owed for death or personal injury arising from the operation of a motor vehicle, boat, or aircraft while intoxicated by drugs or alcohol.

12. Client understands that filing bankruptcy does not automatically discharge or remove liens from any real estate. Client agrees that the Attorney will not take any action to avoid (remove) any lien on real estate unless Client specifically authorizes the Attorney to do so in writing. Client agrees that the Attorney will rely on Clients statements concerning ownership of real property and any liens attached to Clients real property. Client agrees that no real estate title search will be conducted. Client agrees that Attorney will not conduct a public records search for lawsuits filed against Client or judgments granted against Client. Client must separately order and pay for a real estate title search, or public records search for lawsuits or judgments, if Clients wishes to obtain one. Client agrees to hold the Attorney harmless if client later discovers liens, lawsuits or judgments against Client or against Clients real estate.

13. Client understands that individuals who file for relief under Chapter 7 or Chapter 13 of the Bankruptcy Code are subject to audits by the U.S. Trustee. If Clients case is selected for an audit, Client agrees to pay Attorney the appropriate hourly rate for representing Client in such audit.

14. Client understands that Attorney may charge additional fees if Client waits longer than ninety (30) days from the first date Attorney is retained to finalize the bankruptcy petition and schedules due to additional due diligence and other update work required to finalize the bankruptcy.

15. Client acknowledges that Client has read and understands all the terms contains in this Bankruptcy Retainer Agreement and that, whether written, spoken, recorded or transcribed by any other means, no other terms are made part of this Bankruptcy Retainer Agreement. Client is in agreement with the terms of this agreement and has signed on the signature lines below. Client further acknowledges that Client has received a copy of this Bankruptcy Retainer Agreement.

Retainer Fees: **CHECK ONE BOX** (for other fees see section 10 – L.)

- The attorney fees for a typical non-business Chapter 7 case (**with 1-25 Credit Accounts**) is \$1,875.00, with an additional charge of approximately \$299.00 to cover the bankruptcy court filing fee, (dependent on court location).
- The attorney fees for a typical non-business Chapter 7 case (**with 25-50 Credit Accounts**) is \$2,075.00, with an additional charge of \$299.00 to cover the bankruptcy court filing fee.
- The attorney fees for the simplest Chapter 13 case are \$3,995.00, plus the court filing fee.

Client Signature

Client Spouse Signature

Client Printed Name

Client Spouse Printed Name

Date:

Date:

Attorney at Law Signature

Dated: