

OFFICE USE ONLY

Office Location

BANKRUPTCY INTAKE FORM

OFFICE USE ONLY

Interviewing

Name: _____ Date: _____ Time In/Out: _____

Social Security Number: _____ Date of Birth: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____ Alternate Phone Number: _____

Email Address: _____

County of Residence: _____ Length of Time at Current Address: _____

Prior Address if Less Than 2 Years: _____

Marital Status: ☐ Single ☐ Married ☐ Divorced ☐ Separated ☐ Widowed

Spouse Name: _____

Social Security Number: _____ Date of Birth: _____

Address (if living separately): _____

City: _____ State: _____ Zip: _____ Phone Number: _____

DEPENDENTS

Name	Age	Relationship to You	Is this person/child living with you?

Have you ever filed for Bankruptcy before, even if it was dismissed or you did not go through with it? ☐ YES ☐ NO

If the answer is yes, what year and case number? Year: _____ Case Number: _____

Are both you and your spouse filing this bankruptcy together? ☐ YES ☐ NOHave either you or your spouse been known by any other name during the past 6 years? ☐ YES ☐ NO

Name Used: _____ Dates Used: _____

Name Used: _____ Dates Used: _____

How did you hear about us? ☐ Referral ☐ AT&T Book ☐ Yellow Book ☐ Radio ☐ internet ☐ TV ☐ Movie Ad ☐ Other _____

Attorney Notes: _____

INCOME HISTORY

Employers Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone Number: _____

Length of time at this job? _____ Job Title: _____

Rate of pay: _____ How often do you get paid: ☐ weekly ☐ Bi-weekly ☐ Bi-monthly ☐ Monthly

Child support/Alimony ☐ YES ☐ NO If yes, how much: _____ How often: _____ For how long: _____

Food stamps ☐ YES ☐ NO If yes, how much: _____ How often: _____ For how long: _____

FIA assistance ☐ YES ☐ NO If yes, how much: _____ How often: _____ For how long: _____

Unemployment ☐ YES ☐ NO If yes, how much: _____ How often: _____ For how long: _____

Workmans comp ☐ YES ☐ NO If yes, how much: _____ How often: _____ For how long: _____

Pension/Social Security ☐ YES ☐ NO If yes, how much: _____ How often: _____ For how long: _____

Disability income ☐ YES ☐ NO If yes, how much: _____ How often: _____ For how long: _____

Rental/Roomate income ☐ YES ☐ NO If yes, how much: _____ How often: _____ For how long: _____

Commissions ☐ YES ☐ NO If yes, how much: _____ How often: _____ For how long: _____

Annuity or Trust Income ☐ YES ☐ NO If yes, how much: _____ How often: _____ For how long: _____

Will you be receiving a bonus check or profit sharing check within the next year? ☐ YES ☐ NO Amount?: _____

Have you received a bonus check or profit sharing check within the last year? ☐ YES ☐ NO Amount?: _____

Are you or your spouse expecting to receive a buyout/buydown from your current employer within the next year? ☐ YES ☐ NO

Have you or your spouse received a buyout or severance pay from your current employer during the last 2 years? ☐ YES ☐ NO

Do you have a second job? ☐ YES ☐ NO If yes, Employer name: _____

Employer address: _____

Length of time at this job? _____ Job Title: _____ Rate of pay: _____

How often do you get paid: ☐ weekly ☐ Bi-weekly ☐ Bi-monthly ☐ Monthly

Spouse's Employment Information: Please see next page.

Are you self employed, own your own business or receive a 1099? If yes, complete next page.

Is your Spouse employed? ☐ YES ☐ NO

If yes, Employers Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone Number: _____

Length of time at this job? _____ Job Title: _____

Rate of pay: _____ How often do you get paid: ☐ weekly ☐ Bi-weekly ☐ Bi-monthly ☐ Monthly

SELF EMPLOYMENT INCOME

Are you self employed, own your own business or receive a 1099? Please complete below:

Are you paid as an independent contractor (1099)? ☐ YES ☐ NO Do you have your own business? ☐ YES ☐ NO

Name of company: _____ City: _____ State: _____ Zip: _____

For how long: _____ LLC, Corp, or DBA: _____ Partners?: _____

Type of business: _____

Have you owned your own business other than the one mentioned above in the last 6 years? ☐ YES ☐ NO

What is the name of the company: _____

LLC, Corporation or D/B/A? _____ How long was it operational? _____

YOUR MOTOR VEHICLES

Motor vehicles include cars, trucks, SUV's, motorcycles, RV's, boats, trailers, campers etc..., that are **TITLED IN YOUR NAME OR YOUR SPOUSES NAME, OR WITH ANYONE ELSE**. Include all vehicles even if they are paid in full or not running, or someone else drives.

(1) **VEHICLE TYPE:** ☐ Automobile ☐ Truck ☐ Motorcycle ☐ Boat ☐ Trailer/Camper ☐ Other

Year:_____ Make:_____ Model:_____ Lease or Purchase? ☐ Lease ☐ Purchase

Condition: ☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Not running Mileage:_____

Name(s) on vehicle title:_____

Name of company you make payments to:_____

Vehicle value:_____ Monthly payments:_____ Do you want to keep or surrender: ☐ Keep ☐ Surrender

Are you behind on your payments? ☐ Yes ☐ No If yes, how many months?_____

(2) **VEHICLE TYPE:** ☐ Automobile ☐ Truck ☐ Motorcycle ☐ Boat ☐ Trailer/Camper ☐ Other

Year:_____ Make:_____ Model:_____ Lease or Purchase? ☐ Lease ☐ Purchase

Condition: ☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Not running Mileage:_____

Name(s) on vehicle title:_____

Name of company you make payments to:_____

Vehicle value:_____ Monthly payments:_____ Do you want to keep or surrender: ☐ Keep ☐ Surrender

Are you behind on your payments? ☐ Yes ☐ No If yes, how many months?_____

(3) **VEHICLE TYPE:** ☐ Automobile ☐ Truck ☐ Motorcycle ☐ Boat ☐ Trailer/Camper ☐ Other

Year:_____ Make:_____ Model:_____ Lease or Purchase? ☐ Lease ☐ Purchase

Condition: ☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Not running Mileage:_____

Name(s) on vehicle title:_____

Name of company you make payments to:_____

Vehicle value:_____ Monthly payments:_____ Do you want to keep or surrender: ☐ Keep ☐ Surrender

Are you behind on your payments? ☐ Yes ☐ No If yes, how many months?_____

(4) **VEHICLE TYPE:** ☐ Automobile ☐ Truck ☐ Motorcycle ☐ Boat ☐ Trailer/Camper ☐ Other

Year:_____ Make:_____ Model:_____ Lease or Purchase? ☐ Lease ☐ Purchase

Condition: ☐ Excellent ☐ Good ☐ Fair ☐ Poor ☐ Not running Mileage:_____

Name(s) on vehicle title:_____

Name of company you make payments to:_____

Vehicle value:_____ Monthly payments:_____ Do you want to keep or surrender: ☐ Keep ☐ Surrender

Are you behind on your payments? ☐ Yes ☐ No If yes, how many months?_____

YOUR REAL ESTATE

Including Mobile Homes and all other property

Check the type of real estate you own

☐ House ☐ Condominium ☐ Mobile home ☐ Vacant Lot ☐ Rental Property
☐ Time Share ☐ Out of state/other country ☐ Other ☐ Co-op

How many properties do you own? _____

Name(s) on Deed or Title: _____

Address of Property: _____

City: _____ State: _____ Zip: _____ Country: _____

1st Mortgage Company: _____

Monthly payment: _____ What is the payoff amount?: _____

Are you behind on payments? ☐ YES ☐ NO If yes, how many months? _____

Have you refinanced your home in the last 2 years? ☐ YES ☐ NO If yes, when: _____ Amount received: _____

What is the value of your home? _____ Are you past due on property taxes? ☐ YES ☐ NO

Do you intend to keep your home or surrender it? ☐ KEEP ☐ SURRENDER

Is there a sheriff sale scheduled? ☐ YES ☐ NO If yes, date of sale: _____

When did you purchase your home? _____ Purchase price? _____

Have you had an appraisal? ☐ YES ☐ NO Amount of appraisal: _____ Date of appraisal: _____

Do you own any real estate with other people, or has someone added your name to their property? ☐ YES ☐ NO

Do you own any real estate via land contract? ☐ YES ☐ NO

If condo, name & address of Association _____ City: _____ State: _____ Zip: _____

Condo fee amount paid monthly: _____ Are you past due? ☐ YES ☐ NO If yes, amount past due: _____

Do you pay lot rent? ☐ YES ☐ NO If yes, amount: _____ Are you past due? ☐ YES ☐ NO If yes, amount: _____

Mobile Home Park Association: _____

2nd Mortgage Company: _____

Monthly payment: _____ What is the payoff amount?: _____

Are you behind on payments? ☐ YES ☐ NO If yes, how many months? _____

3rd Mortgage Company: _____

Have you sold, transferred, or lost through foreclosure any other real estate in the last 6 years? ☐ YES ☐ NO

RENTAL PROPERTY OR VACANT LAND

Do you own other real estate or have an interest in other real estate, such as rentals or vacant property? ☐ YES ☐ NO

If yes, location of property: _____

Mortgage Company: _____ Payoff amount: _____ Monthly payment: _____

Rents received monthly: _____ Value of property: _____

IF YOU ARE RENTING:

Landlord name: _____

Address: _____ City: _____ State: _____ Zip _____

Term of lease: _____ Date lease began: _____

TIME SHARE

Do you have an interest in a time share? ☐ YES ☐ NO Do you want to keep it or surrender it? ☐ KEEP ☐ SURRENDER

If yes, location of property: _____

Date purchased: _____ Monthly payments: _____ Purchase amount: _____

Name of Finance company: _____ Account number: _____ Value: _____

FOR CONDOMINIUMS:

Name & Address of Association that you pay your monthly fees to:

Name of company: _____

Address: _____

City: _____ State: _____ Zip: _____ Payment amount: _____

FOR MOBILE HOMES:

Name & Address of Association that you pay your lot rent to:

Name of company: _____

Address: _____

City: _____ State: _____ Zip: _____ Payment amount: _____

FOR TIME SHARES:

Name & Address of Association that you pay your fees/dues to:

Name of company: _____

Address: _____

City: _____ State: _____ Zip: _____ Payment amount: _____

FOR STORAGE UNITS:

Name & Address of Company that you pay your fees/dues to:

Name of company: _____

Address: _____

City: _____ State: _____ Zip: _____ Payment amount: _____

YOUR HOUSEHOLD INVENTORY

Please check the items below that you currently have in your home, even if they were a gift. To the right of each item, provide the value of each item in its **current condition (used, "garage sale value")**, and the brand name if known.

- ☐ Stove / Cooking Unit _____
- ☐ Refrigerator _____
- ☐ Washer/Dryer _____
- ☐ Microwave _____
- ☐ Cookware (pots & pans) _____
- ☐ Cooking Utensils _____
- ☐ Silverware/Flatware _____
- ☐ Living Room Furniture _____
- ☐ Dining Room Furniture _____
- ☐ Tables & Chairs _____
- ☐ Televisions _____
- ☐ VCR's _____
- ☐ DVD Players _____
- ☐ Satellite Disks _____
- ☐ Compact Disks _____
- ☐ DVD's _____
- ☐ Stereo Equipment _____
- ☐ Bedroom Furniture _____

- ☐ Dressers/Nightstands _____
- ☐ Lamps & Accessories _____
- ☐ Wedding Rings _____
- ☐ Other Jewelry/watches
Describe items even if you think they are worthless _____
- ☐ Trust Beneficiary/Trustee _____
- ☐ Furs _____
- ☐ Computers _____
- ☐ Computer printers _____
- ☐ Desk/Office Furniture _____
- ☐ Other computer equipment _____
- ☐ Accounts Receivables _____
- ☐ Cash On Hand _____
- ☐ Photography equipment _____
- ☐ Camcorder _____
- ☐ Cell Phones _____
- ☐ Paintings/Art _____
- ☐ Annuity _____
- ☐ Books _____
- ☐ Guns & Firearms _____
- ☐ Corporation or LLC share _____
- ☐ Clothes _____
- ☐ Other _____

- ☐ Carpenters Tools _____
Describe items _____
- ☐ Mechanics Tools _____
Describe items _____
- ☐ Lawn mower _____
- ☐ Pets _____
- ☐ Tax refund 2007/2008
When did you receive? _____
- ☐ Yard tools / equipment _____
- ☐ Swimming Pool _____
- ☐ Storage Unit & Contents _____
- OTHER ASSETS:**
- ☐ Rent deposit with landlord _____
- ☐ Collectibles _____
- ☐ Off Shore Bank Accounts _____
- ☐ Baseball cards, Sports stuff,
Train Sets, Hobbies, etc _____

- ☐ Inheritance _____
- ☐ Government bonds _____
- ☐ Antiques _____
- ☐ Copyrights / Patents _____
- ☐ Aircraft _____
- ☐ 1st Checking account
Name of bank _____
Account number _____
Joint account? ☐ yes ☐ no
- ☐ 2nd Checking account
Name of bank _____
Account number _____
Joint account? ☐ yes ☐ no
- ☐ Savings account
Name of bank _____
Account number _____
Joint account? ☐ yes ☐ no
- ☐ 401K / IRA _____
- ☐ Certificate of deposit _____
- ☐ Money market accounts _____
- ☐ Stocks, bonds, mutual funds _____
- ☐ Safe deposit boxes _____
- ☐ Life Insurance Policy _____



Places where you and/or your spouse have worked for the last 6 months and ALL sources of income for the last 6 months.
Including gifts of money, rental/roommate income, gambling/lottery winnings, buyouts, 401k loans, etc.

Place Name: _____ Date of hire/termination _____

Place Name: _____ Date of hire/termination _____

Place Name: _____ Date of hire/termination _____

Have your wages or property been garnished or attached in the last 90 days? ☐ YES ☐ NO

Who garnished your wages or attached your property? _____

How much/what was taken? _____ Time period? _____

Other Income: (401K Loans, IRA Distributions, Life Insurance Proceeds, Gifts of money, Lottery winnings, Gambling winnings, Inheritance, Roommate assistance, etc received in the last 2 years)

NAMES & ADDRESSES OF ANY CO-DEBTORS ON YOUR DEBTS

Name: _____

Address: _____

City/State: _____ Zip: _____ Country: _____ Name of Creditor: _____

Does anyone owe you money? ☐ YES ☐ NO If yes, who & how much: _____

Do you pay or owe child support? ☐ YES ☐ NO

If yes, Name & Address of recipient: _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Amount paid or owed: _____

Do you pay on rent to own furniture contracts or storage units? ☐ YES ☐ NO

If yes, Name of company: _____

Address: _____

City: _____ State: _____ Zip: _____ Payment amount: _____

Have you paid back any family or friends in the past year? ☐ YES ☐ NO How much and when? _____

If yes, Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Have you paid back any creditors/credit cards/utilities in the last 90 days? ☐ YES ☐ NO

If yes, list below:

Name of Creditor: _____

Date and amount paid back: _____

Name of Creditor: _____

Date and amount paid back: _____

PLEASE CHECK THE TYPES OF DEBTS YOU OWE & ESTIMATED AMOUNTS OF DEBT

<input type="checkbox"/> Auto Repossession _____	<input type="checkbox"/> Student Loans _____
<input type="checkbox"/> IRS/State of Michigan _____	<input type="checkbox"/> Loans to friends/relatives _____
<input type="checkbox"/> Credit Cards _____	<input type="checkbox"/> Child support _____
<input type="checkbox"/> Medical Bills _____	<input type="checkbox"/> Unemployment comp fees _____
<input type="checkbox"/> Judgments/Garnishments _____	<input type="checkbox"/> Traffic tickets _____
<input type="checkbox"/> Payday/Cash advance loans _____	<input type="checkbox"/> Rent to own furniture _____
<input type="checkbox"/> Apartment/lease deficiency _____	<input type="checkbox"/> Art Van, Gardner White, etc.. _____
<input type="checkbox"/> Storage unit fees _____	<input type="checkbox"/> Other _____

NAMES & ADDRESSES OF RELATIVES AND/OR FRIENDS YOU OWE MONEY TO AND THE AMOUNTS:

(1) Name: _____

(2) Name: _____

(3) Name: _____

Have you had any lotto or gambling winnings in the last 2 years? ☐ YES ☐ NO How much and when? _____

Have you had any lotto or gambling losses in the last 2 years? ☐ YES ☐ NO How much and when? _____

Do you expect to receive an inheritance or life insurance proceeds in the next year? ☐ YES ☐ NO How much/ when? _____

Have you received an inheritance or life insurance proceeds in the last 6 years? ☐ YES ☐ NO How/when? _____

Have you sued anyone in the last 5 years or are currently involved in a lawsuit? ☐ YES ☐ NO If yes, why? _____

Have you been injured at work, in a car accident, or a slip and fall incident in the last 6 years? ☐ YES ☐ NO

Are you currently receiving medical care for an injury? ☐ YES ☐ NO

Is anyone holding property that belongs to you? ☐ YES ☐ NO

EXAMPLE: Your parents have a vehicle in their name because you did not have good credit but it is your car and you make the payments and pay the insurance

What are the items? _____

Name of person holding the items: _____

Have you returned any property to creditors or was any property repossessed? ☐ YES ☐ NO

If yes, date of sale/seizure: _____ Items sold/seized: _____

Name of person who sold/seized the property: _____

Have you transferred any money or property to family members and/or friends? ☐ YES ☐ NO

If yes, what and when: _____

Have you or your bank closed a checking or savings account in the last 2 years? ☐ YES ☐ NO

If yes, name of bank, account number and balance at time of closing: _____

Date of Closing: _____

Are you thinking of suing anyone? ☐ YES ☐ NO Why? _____

Have you participated in a debt counseling/consolidation program in the last year? ☐ YES ☐ NO

If yes, how much did you pay & dates of payments: _____

Name of counseling agency: _____

Have you sold, transferred, given away or lost due to theft or fire any property in the last 2 years? ☐ YES ☐ NO

If yes, please indicate below:

☐ Autos _____

☐ Real Estate _____

☐ Furniture _____

☐ Jewelry _____

☐ Boats _____

☐ Recreational Vehicles _____

☐ Bank Accounts/CD's _____

☐ Other _____

Have you filed all required tax returns? ☐ YES ☐ NO If not, why? _____

Have you received all tax refunds you are entitled to receive for the last 4 years? ☐ YES ☐ NO

Do you intend to amend any income tax returns? ☐ YES ☐ NO If yes, why and when? _____

BRIEFLY DESCRIBE THE CIRCUMSTANCES THAT GAVE RISE TO YOUR CURRENT FINANCIAL SITUATION THAT CAUSED YOU TO SEEK
HELP AND POSSIBLY FILE FOR BANKRUPTCY:

MONTHLY BUDGET

This form is necessary to determine how much you spend each month on living expenses. Be sure to write in the MONTHLY amounts in the spaces to the right of each expense.

HOUSING EXPENSES

Rent payment (Monthly) _____

1ST Mortgage payment or
Mobile home monthly payment _____

2nd Mortgage (if applicable) _____

3rd Mortgage (if applicable) _____

Lot Rent payment (if applicable) _____

Are real estate taxes included in
your mortgage payment? ☐ YES ☐ NO

Taxes not included in your
mortgage payment _____

Insurance not included in your
mortgage payment _____

UTILITIES (normal monthly average)

Electricity _____

Gas _____

Water _____

Telephone (basic & long
distance) _____

Trash pickup _____

Cable TV and/or internet service _____

Cell phone service _____

BASIC NEEDS (monthly)

Home maintenance
(for home owners) _____

Food (monthly) _____

Clothing (monthly) _____

Laundry (dry cleaning, soap
etc...) _____

Medical expenses NOT paid by
insurance (Co-pays, glasses, etc) _____

INSURANCE

Renters insurance _____

Life insurance
(other than employer) _____

Health insurance
(other than employer) _____

Automobile insurance _____

Other Insurance _____

TRANSPORTATION

Gasoline/auto maintenance _____

Auto payments _____

Auto lease payments _____

TAXES

IRS/State of MI payments _____

OTHER EXPENSES

Alimony or child support _____

Payments for someone outside
your home _____

College tuition / Books _____

Union dues/Professional dues
(not payroll deducted) _____

Oil Changes/Tabs for autos _____

Church Tithes/Contributions _____

Baby sitter / Day Care expenses _____

Childrens activities
(dance class, karate, etc...) _____

Childrens dental, Braces _____

School lunches _____

School expenses _____

Diapers / Formula _____

Physical therapy _____

Psychiatrist / Therapist _____

Prescriptions (out of pocket) _____

Personal care items _____

Pet supplies/food/vet _____

Newspapers, books, magazines _____

Cigarettes / Tobacco _____

Condo association fees _____

Time share expenses _____

Alarm system fees _____

Storage Fees _____

Lawn / Snow service _____

Rent to own furniture _____

Loans to family or friends _____

Student loans _____

Probation fees/Restitution _____

Recreation _____

Other _____

Signature of debtor 1: _____

Signature of debtor 2: _____

QUESTIONNAIRE

Important: Please answer all questions below so that we may better assess your situation .

Name: _____ Phone number: _____

Name: _____ Phone number: _____

(married debtors may fill out same questionnaire if answers are the same)

Select YES or NO

- 1) Do you own any house or real estate? (assume for these questions "house or real estate" includes houses, mobile homes, buildings, land, etc...)

☐ YES ☐ NO

If you have a house, is it: ☐ "stick built" (built out of lumber at the site)

☐ a manufactured mobile home (such as a double wide; these have titles)

☐ a modular home

How much land? ☐ city lot ☐ acres _____

If it has been appraised in the last 4 years, state: when: _____ and for how much: _____

- 2) Do you currently have any agreement regarding the purchase or sale of any asset? (besides the ones on schedule D where you are purchasing)

☐ YES ☐ NO

- 3) Have you owned or had an interest of any type, in any house or real estate in the last 4 years (other than the ones you now own)?

☐ YES ☐ NO

- 4) Is your name now (or within the last 3 years) on anyone else's deed, or mobile home title, bank account, CD, or stock certificate?

☐ YES ☐ NO

- 5) Is there any house or real estate or other asset owned by someone else which if it was sold, you'd be entitled to money for any reason?

☐ YES ☐ NO

- 6) Have you been divorced in the past 4 years?
If yes, when: _____

☐ YES ☐ NO

- 7) Does anyone owe you money?

☐ YES ☐ NO

- 8) Do you have a basis to sue anyone?
If yes, who? _____

☐ YES ☐ NO

- 9) Are you involved in any lawsuit or court proceeding in which you might receive money?

☐ YES ☐ NO

- 10) Have you received anything from an inheritance, trust, probate estate, or insurance in the last 2 years?
If yes, how much? _____

☐ YES ☐ NO

- 11) Do you expect to receive any inheritance or anything from a trust, probate estate or insurance in the next year?

☐ YES ☐ NO

- 12) Do you have any interest in a trust or estate?

☐ YES ☐ NO

- 13) Have you paid any money to relatives in the past 1 1/2 years?

☐ YES ☐ NO

- 14) Have you given away or otherwise transferred real estate or anything worth over \$500.00 to friends or relatives in the last 6 years?

☐ YES ☐ NO

- 15) For each vehicle you now have, list:

Year

Make

Mileage

Condition

16) Are you subject to or responsible for a domestic support obligation? ☐ YES ☐ NO

If yes, please provide the beneficiary's name, current address & phone number.

ALSO, identify which court the support obligation is through & case number

Beneficiary: _____

Address & phone: _____

Court & Case number: _____

17) In the past 6 months, have you paid one credit card off or down with another credit card or with a check written against another credit card (balance transfer)? ☐ YES ☐ NO

18) Do you collect items which might be valuable (such as coins, stamps, antiques, guns, cards, etc...) or have any musical instrument or household goods worth over \$450.00 or \$900.00 if jointly owned? ☐ YES ☐ NO

19) Do you have any IRA's, CD's, stocks, bonds, mutual funds or other investments? ☐ YES ☐ NO

20) What was your tax refund for the last year? _____

Next year do you expect ☐ more ☐ less ☐ same

21) What day of the week are you paid? _____ most recent payday? _____

For how many weeks? _____ Is there a one week holdback? _____

22) Have you received a lump sum payment of \$10,000.00 or more for any reason in the last 4 years? ☐ YES ☐ NO

23) Did any creditor get payments totaling over \$600.00 during the 3 months before your bankruptcy was filed? ☐ YES ☐ NO

24) Have you filed a bankruptcy case before this one? ☐ YES ☐ NO

25) Are you involved in the operation of any business (including home based businesses, partnerships, proprietorships, etc...) ☐ YES ☐ NO

26) Were any of your assets seized, repossessed, surrendered, or garnished during The 3 months before your bankruptcy case was filed? ☐ YES ☐ NO

27) Have you ever had an accident or injury for which someone else may be at fault or liable? ☐ YES ☐ NO

28) Do you have an RV, boat, motor home, camper, trailer, snowmobile, jet ski, or lawn tractor? ☐ YES ☐ NO

For any yes answer above, please explain:

I have read and understand these questions and the answers are true and correct to the best of my information, knowledge, and belief.

Signature of debtor 1: _____ Date: _____

Complete disclosure of assets and debts to provide to Brook Sessions.

- ☐ Obtain copies of tax returns - www.irs.gov/pub/irs-pdf/f4506.pdf
- ☐ Record of titled property transfers for past two and a half years
- ☐ Records of all bank accounts including IRAs
- ☐ Copies of bank statements for past 90 days (can be from internet)
- ☐ Copies of all insurance policies with any cash value.
- ☐ Copies of all pending causes of action (lawsuits including divorce papers) in which the debtor is a party.
- ☐ Educational individual retirement accounts
- ☐ State tuition programs
- ☐ Medical savings plans
- ☐ Copy of the most recent property valuation from the County Assessor if you own a home. www.co.utah.ut.us/Dept/Record/index.asp
- ☐
- ☐ Copy of debtor's credit report (www.annualcreditreport.com)
- ☐
- ☐ Copies of bills for past 90 days
- ☐

Complete disclosure of income and expenses

- ☐ Copy of checkbook transaction pages for past six months
- ☐
- ☐ Copy of pay stubs for past 6 months. (three at a minimum)
- ☐
- ☐ Proof of debtor's identity
 - Driver's License or State issued id.
 - Social Security Card or 3rd party proof.

_____	_____
_____	_____
_____	_____

SESSIONS & WILLIAMS, L.L.C.

3325 North University Ave., Suite 200
JAMESTOWN SQUARE, CLOCKTOWER BLDG
Provo, UT 84604
(801) 375-9804; fax (801) 377-1149

Bankruptcy Attorney Fee Agreement and Limited Power of Attorney Chapter ____

I. PARTIES AND DATE OF AGREEMENT

Brook J. Sessions and Erik Jacobson a Debt Relief Agency under the current bankruptcy law and an attorney of Harris & Carter L.L.C., hereinafter "attorney, we or us" will represent and perform legal services for _____, an assisted person under the current bankruptcy laws and hereinafter "client or you", on the following terms and conditions:

This agreement is entered this ____ day of _____, 20___. You retain Us as Your attorneys to consult and advise You on matters relating to debt reorganization, including possible bankruptcy relief and, if appropriate, represent You in a Chapter 7, 11 or 13 bankruptcy proceeding. We agree to use our best efforts and abilities in representing You in any such proceeding.

II. ATTORNEYS FEES

1. **Initial Consultation:** Client shall pay attorney the sum of \$_____.

2. **Fees for a Chapter 7:**

- This fee includes filing fee of \$299.00.
- Pre-filing credit counseling.
- Post filing debtor education.

Minimum Retainer Fee Of: \$700.00

Additional Payment(s): \$800.00

Total Fees: \$1,500.00

* All fees must be paid prior to your case being filed with the court.

Fees for a Chapter 13:

- This Fee includes the filing fee of and \$274.00.
- Pre-filing credit counseling.
- Post filing debtor education.
- Chapter 13 fees will be scheduled to be paid by the bankruptcy court).

Minimum Retainer Fee of: \$1,200.00

Additional payments paid during your plan by the bankruptcy court for a total fee of at least \$2,750.00.

3. **Retainer Fee:** The retainer must be paid before attorney will begin working on client's case. Once we have received the retainer fee and prepared the first draft of your papers the retainer fee will be fully earned. The retainer shall be applied towards all time and expenses incurred by attorney concerning client's case. Client agrees to pay additional amounts to be billed pursuant to this agreement. Client understands that attorney has not accepted client's case and will not represent client until after the retainer has been paid and received.
4. Client agrees that if at least 75% of full payment of both the Retainer Fee and Additional Payments are not made within 90 days from the date of this agreement, Attorney will close Client's existing file, in which case no further action needs to be taken or service rendered by Attorney. If 75% of all fees have been paid within 90 days of this agreement then Attorney agrees to extend deadline for an additional month. All payments received will be first applied to the Attorney's fees and then to the filing fee. If Client's file is closed before filing, Client agrees that any funds paid to Attorney, including amounts originally intended of payment of filing fees paid shall first be applied by attorney towards payment of the full reasonable value of services rendered at the rate of \$250 per hour and that no refunds shall be given. Client agrees that Attorney shall be entitled to a reasonable fee for services rendered if Attorney discovers an undisclosed conflict of interest and is required to withdraw as Client's Attorney. By signing this agreement Client agrees that under no circumstances shall Attorney be entitled to less than \$1,500 from any fees paid. All fees shall be considered earned and no refunds will be given once the case has been filed with the bankruptcy court. If the case is dismissed, a new retainer agreement and new fees will be required. Client agrees not to use any packet materials provided by this office for any purpose other than providing this office the information needed to file the bankruptcy case.
 - a. Client understands that returning the draft paperwork to attorney is not filing their case. The case is not "filed" until signed documents are electronically submitted to the bankruptcy court.
 - b. If client wants to re-open the file and to proceed on the bankruptcy an additional fee of \$250.00 to re-open the file and update the paperwork.

5. In the event You elect to file a Chapter 13 case and that case is dismissed for any reason, the remaining fee balance, if any, shall be due and payable by You. Should You fail to pay the fee balance within ten (10) days of dismissal, this matter may retain our own lawyers to collect the fee You owe without further notice, in which event You shall additionally be responsible for our attorney's fees calculated at one-third (1/3) of the fee balance, and You will also be responsible for our court costs. You agree that in the event Your case is converted to a case under Chapter 7, You shall be responsible for an additional attorney's fee for services we will provide to You that relates to Chapter 7. If You do choose to convert Your Chapter 13 case to a Chapter 7, we will negotiate a new agreement. In the event of conversion, any fees due under this agreement may be collected from funds paid to the Chapter 13 Trustee, but will not exceed the combined agreed fees for the two (2) agreements.

III. BASIC SERVICES

For the fee established in Section II above, we agree to provide to You basic legal services in connection with your case. Basic services include, but are not limited to: an initial consultation and two follow up appointments. Advice to You before and during the case concerning the nature and effect of Chapter 7, 11 or 13 bankruptcy; preparation and filing of statements and schedules. We will attend Your meeting of creditors; prepare any valid, supportable defense in the event of a motion to dismiss or motion for relief from stay. We will keep you updated on the progress of your case and advise on you on the effect of signing reaffirmation agreements.

For Chapter 13 cases we will provide the same services as in a Chapter 7 and we will prepare a Chapter 13 Plan with you. In addition to attending the initial meeting of creditors we will attend the Confirmation Hearing or obtain confirmation by consent. We will work with creditors to resolve objections to confirmation. We will object to invalid claims and do a claims review after the bar date.

IV. NON-BASIC SERVICES AND ADDITIONAL FEES

Some cases require legal services, which are not considered basic and will usually result in Us asking the court to approve additional fees beyond the fee quoted in Section II. Sometimes a bankruptcy case will involve disputes between You and others-affected by the case. These disputes are occasionally treated as if they were independent, separate lawsuits, some of which are called "adversary proceedings." We both agree that any such matters are not part of the basic services noted in Section III and for which additional compensation will be sought and for which You will be responsible. In a Chapter 7 proceeding you will be required to pay a new retainer before work is commenced on an Adversary Proceeding and you will have to pay fees as they are incurred. In a Chapter 13 case such additional fees, may only be charged if the bankruptcy court approves any request We make for additional compensation for additional services. In such case, We will be requesting approval of such additional fees based upon the time Our professionals and para-professionals devote to the adversary proceedings. We will charge for its services at the following rates:

Brook J. Sessions or Scott E. Williams \$250.00 per hour
Paralegal \$ 100.00 per hour

Such services may include, but are not limited to the following:

1. Actions to enforce the automatic stay pursuant to § 362(k);
2. Rule 2004 examinations, depositions, interrogatories, or other discovery proceedings;
3. Contested objections to confirmation;
4. Adversary proceedings;
5. Contested motions placed on an adversary track;
6. Other litigation raised as an adversary proceeding in the bankruptcy case.
7. Motions to avoid liens.
8. Violation of or relief from automatic stay.
9. Requests or Motions to Abate Payments.
10. Conversion of or dismissal of your case.
11. Workouts of post filing mortgage arrears.
12. Motions to allow you to incur new debt.
13. US Trustee bankruptcy case audits.
14. Concealment of debt or assets, valuation of property or misrepresentation of facts.
15. Objections to exemptions.
16. Motion to allow you to sell property.

If creditors need to be added there is a fee of \$125.00 each time you need to add creditors.

We agree that should some other party be liable for fees, we shall attempt to collect such fees from them, but whether or not we collect the fees from someone else, You agree to be responsible for paying such fees.

V. LIMITED POWER OF ATTORNEY

In the event Your Chapter 13 case is dismissed or converted to another chapter, You grant to Us a limited power of attorney to apply funds on hand with the Chapter 13 Trustee that would otherwise be forwarded to You or others towards the balance on the Chapter 13 fee, if any, and/or the Chapter 7 fee, if applicable, by granting to Us the right to endorse Your name(s) upon checks from the trustee. We shall give You an accounting of all funds so applied.

You give us a limited power of attorney to endorse your name on checks from the Chapter 7 Trustee refunding or paying any money to you. We will deposit these funds into our trust account and provide you an accounting of the distribution. You grant us the right to pay ourselves any fees owing to us prior to distributing the net amount to you.

Your signature on this contract also grants to Us the limited power of attorney to obtain Your tax information from anyone with whom You have consulted regarding tax returns or preparation or the Internal Revenue Service, including but not limited to, copies of Your tax returns and/or transcripts.

VI. TERMINATION OF LEGAL SERVICES AND OTHER LEGAL SERVICES

We agree that the services to be rendered by Us shall be considered terminated upon the dismissal of Your Chapter 13 case, or upon the completion and entry of discharge by the Bankruptcy Court in Your Chapter 7 11 or 13 case, except for instances where You request Us to represent You to enforce the permanent injunction as provided for in 11 USC § 524. In the event this agreement requires payment of a retainer and court costs as a pre-condition to filing, and the check or other method of payment used by You is dishonored, You agree that We may withdraw from representing You after notice to You. Any request by You for legal services not directly related to Your Chapter 13 bankruptcy case requires a separate agreement.

VII. RETENTION AND DISPOSITION OF FILES

It is Our general policy to maintain files for bankruptcy cases for five (5) years starting from the date We close Your file. We encourage You to maintain a separate personal file of all bankruptcy related matters. Our file is generally closed upon dismissal or discharge of the case by the Bankruptcy Court. The contents of Our file are destroyed at the expiration of this five-year period, unless You request return of Your file. Such requests must be in writing and must be submitted to Us prior to expiration of the five year period. Since we will be sending You all documents filed with the court related to Your case, should you ask for a copy of Your file after it is closed, We will charge You a retrieval and copying fee. That fee will be reasonable, but will be at least \$35.00.

VIII. SIGNATURE AUTHORIZATION AND COMMUNICATION

Your signature on this contract shall be authorization for Us to file a bankruptcy petition for You via the Bankruptcy Court's Electronic Case Filing System and all other subsequent court filings through the Bankruptcy Court's Electronic Case Filing System. You agree that We can provide copies of documents regarding Your bankruptcy case to You by either United States mail or electronic mail as You request below. You agree and understand that the request to change the designation for preferred method of sending You documents must be submitted to Us in writing. You agree and understand that it is Your responsibility to provide Us with a correct and current United States mail or electronic mail address for You at all times during the bankruptcy case.

PLEASE SELECT ONE BELOW:

- ☐ I/we prefer to receive all correspondence from my attorneys via United States mail.
☐ I/we prefer to receive all correspondence from my attorneys via electronic mail.
e-mail Address: _____.

NOTE: This designation for receipt of mail can only be changed by You submitting a notice in writing to Us.

IX. RECEIPT OF MANDATORY NOTICE AND DISCLOSURES

The Bankruptcy Abuse and Prevention and Consumer Protection Act of 2005 requires Us to provide mandatory notices/disclosures to You. Your signature on this contract shall be acknowledgement by You that You have received, read, and understand the three (3) separate documents entitled

- 1- "342 (b) Notice"
- 2- "527(a) Disclosure" and
- 3- "527(b) Disclosure"

X. ENTIRE AGREEMENT

The entire contract between Us is contained in this instrument. We both agree to all of the terms and conditions set forth herein and acknowledge that they have read and understand this agreement.

CLIENT

CLIENT

CLIENT'S PREFERRED ELECTRONIC MAIL
ADDRESS: _____

SESSIONS & WILLIAMS, L.L.C.
BY BROOK SESSIONS PC

Rev. 11/22/10 bjs

BANKRUPTCY INFORMATION SHEET

BANKRUPTCY LAW IS A FEDERAL LAW. THIS SHEET GIVES YOU SOME GENERAL INFORMATION ABOUT WHAT HAPPENS IN A BANKRUPTCY CASE. THE INFORMATION HERE IS NOT COMPLETE. YOU MAY NEED LEGAL ADVICE.

WHEN YOU FILE BANKRUPTCY:

You can choose the kind of bankruptcy that best meets your needs:

Chapter 7 - A trustee is appointed to take over your property. Any property of value will be sold or turned into money to pay your creditors. You may be able to keep some personal items and possibly real estate depending on the law of the state where you live.

Chapter 13 - You can usually keep your property, but you must earn wages or have some other source of regular income and you must agree to pay part of your income to your creditors. The Court must approve your repayment plan and your budget. A trustee is appointed and will collect the payments from you, pay your creditors, and make sure you live up to the terms of your repayment plan.

Chapter 12 - Like chapter 13, but it is only for family farmers.

Chapter 11 - This is used mostly by businesses. In chapter 11, you may continue to operate your business, but your creditors and the Court must approve a plan to repay your debts. There is no trustee unless the Judge decides that one is necessary; if a trustee is appointed, the trustee takes control of your business and property.

If you have already filed bankruptcy under chapter 7, you may be able to change your case to another chapter.

Your bankruptcy may be reported on your credit record for as long as ten years. It can affect your ability to receive credit in the future.

WHAT IS A BANKRUPTCY DISCHARGE AND HOW DOES IT OPERATE?

One of the reasons people file bankruptcy is to get a "discharge." A discharge is a Court order which states that you do not have to pay most of your debts. Some debts cannot be discharged. For example, you cannot discharge debts for—

- most taxes;
- child support;
- alimony;
- most student loans;
- Court fines and criminal restitution; and
- personal injury caused by driving drunk or under the influence of drugs.

The discharge only applies to debts that arose before the date you filed.

Also, if the Judge finds that you received money or property by fraud, that debt may not be discharged.

It is important to list all your property and debts in your bankruptcy schedules. If you do not list a debt, for example, it is possible the debt will not be discharged.

The Judge can also deny your discharge if you do something dishonest in connection with your bankruptcy case, such as destroy or hide property, falsify records, or lie, or if you disobey a Court order.

You can only receive a chapter 7 discharge once every six years. No one can make you pay a debt that has been discharged, but you can voluntarily pay any debt you wish to pay. You do not have to sign a reaffirmation agreement or any other kind of document to do this.

Some creditors hold a secured claim (for example, the bank that holds the mortgage on your house or the loan company that has a lien on your car). You do not have to pay a secured claim if the debt is discharged, but the creditor can still take the property.

WHAT IS A REAFFIRMATION AGREEMENT?

Even if a debt can be discharged, you may have special reasons why you want to promise to pay it. For example, you may want to work out a plan with the bank to keep your car. To promise to pay that debt, you must sign and file a reaffirmation agreement with the Court. Reaffirmation agreements are under special rules and are voluntary. They are not required by bankruptcy law or by any other law. Reaffirmation agreements—

- must be voluntary;
- must not place too heavy a burden on you or your family;
- must be in your best interest; and
- can be canceled anytime before the Court issues your discharge or within 60 days after the agreement is filed with the Court, whichever gives you the most time.

If you are an individual and you are not represented by an attorney, the Court must hold a hearing to decide whether to approve the reaffirmation agreement. The agreement will not be legally binding until the Court approves it.

If you reaffirm a debt and then fail to pay it, you owe the debt the same as though there was no bankruptcy. The debt will not be discharged and the creditor can take action to recover any property on which it has a lien or mortgage. The creditor can also take legal action to recover a judgment against you.

**IF YOU WANT MORE INFORMATION OR HAVE ANY QUESTIONS ABOUT HOW THE BANKRUPTCY LAWS AFFECT YOU, YOU MAY NEED LEGAL ADVICE.
THE TRUSTEE IN YOUR CASE IS NOT RESPONSIBLE FOR GIVING YOU LEGAL ADVICE.**

Se dispone de una copia de este documento traducida al español.
Một bản dịch của tài liệu này hiện có bằng tiếng Việt.
Une copie de ce document est disponible en traduction française.
本文件有繁體中文譯本。
이 서류는 한글말로 된 사본도 있습니다.
Daim ntawv no muaj txhais ua lus Hmoob.
Ang isinalin na kopya ng dokumentong ito ay maaaring makuha sa Tagalog.
يمكن الحصول على نسخة مترجمة بالعربية لهذه الوثيقة.

BANKRUPTCY NOTICE
§527(a) Disclosure

I have agreed to retain Brook Sessions of Harris & Carter L.L.C. to represent me in connection with a bankruptcy case that may be filed on my behalf. I understand the following:

(1). All information that I am required to provide with a petition and thereafter during a case under this title must be complete, accurate and truthful.

(2). All of my property, whether I possess it or not, and all of my assets and all of my liabilities must be completely and accurately disclosed in the documents filed to commence the case, and I must disclose the replacement value of each asset as defined in §506 of the

Bankruptcy Code in the documents I file where requested after I have made a reasonable inquiry to establish such value.

(3). My current monthly income and actual living expenses (the amounts disclosed) §707(b)(2)), and, in a case under Chapter 13 of this title, all of my disposable income (which will be determined in accordance with §707(b)(2)) must be fully and accurately stated after I have made reasonable inquiry.

4). I understand that information I provide during my case may be audited pursuant to this title, and that failure to provide such information may result in dismissal of the case under this title or other sanction, including criminal sanctions.

I acknowledge that my attorney has fully explained these obligations to me.

Client

Date

Client

Date

BANKRUPTCY NOTICE

§527(b) Disclosure

IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES FROM AN ATTORNEY OR BANKRUPTCY PETITION PREPARER

If you decide to seek bankruptcy relief, you can represent yourself, you can hire an attorney to represent you, or you can get help in some Localities from a bankruptcy petition preparer who is Not an attorney.

THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO FOR YOU AND HOW MUCH IT WILL COST. Ask to see the contract before you hire anyone.

The following information helps you understand what must be done in a routine bankruptcy case to help you evaluate how much service you need. Although bankruptcy can be complex, many cases are routine.

Before filing a bankruptcy case, either you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations. To file a bankruptcy case, documents called a Petition, Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intention need to be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the bankruptcy court. Once your case starts, you will have to attend the required first meeting of creditors where you may be questioned by a court official called a "trustee" and by creditors.

If you choose to file a Chapter 7 case, you may be asked by a creditor to reaffirm a debt. You may want help deciding whether to do so. A creditor is not permitted to coerce you into reaffirming your debts.

If you choose to file a Chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with preparing your Chapter 13 plan and with the confirmation hearing on your plan which will be before a bankruptcy judge.

If you select another type of relief under the Bankruptcy Code other than Chapter 7 or Chapter 13, you will want to find out what should be done from someone familiar with that type of relief.

Your bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in bankruptcy court, but only attorneys, not bankruptcy petition preparers, can give you legal advice.

Client

Date

Client

Date

DEBTOR INFORMATION SHEET

DEBTOR(S): _____

CASE NO: _____

CURRENT ADDRESS: _____

Has your address changed since filing the petition? _____

Name, address and telephone number of debtors' current employers:

Debtor:

Joint Debtor:

TEL: _____

TEL: _____

DEBTOR SUPPORT OBLIGATIONS

Does the Debtor have any Domestic Support Obligations ("DSO"), including child support and alimony/maintenance (either past due, current and ongoing, and/or anticipated), as defined in 11 U.S.C. § 101(14A), to a spouse, former spouse, child or such child's parent, legal guardian or responsible party?

Yes _____ No _____

If yes, provide the following information:

Name of Debtor owing DSO: _____

Name of holder of domestic support claim: _____

Mailing address of claim holder: _____

Telephone number(s) of claim holder: _____

Amount of claim: _____ Past due amount: \$ _____ Monthly payment: \$ _____

I declare under penalty of perjury that the answers to the foregoing questions and statements are true, complete and correct to the best of my knowledge,

Dated: _____

Debtor

Debtor



All SFT-affiliated Providers are approved to issue certificates evidencing completion of a credit counseling briefing and/or personal financial management instructional course in compliance with the Bankruptcy Code. Approval does not endorse or assure the quality of a Provider's services.

Disclosure Statement

Start Fresh Today Instructional is a provider of the pre-discharge personal finance debtor education course in accordance with the Bankruptcy Reform Act of 2005. This interactive course fulfills your BAPCPA Debtor Education Course requirement. It automatically saves your progress so you may leave and come back at any time. This course contains engaging content and animated narrators to give you a rewarding and informative experience. Learn about budgeting, money management, rebuilding credit, credit rights and get your debtor education certificate.

Fee Waiver

Agencies Providing Briefings and Start Fresh Today Instructional agree to waive any fees if the consumer or debtor student has income less than 150 percent of the poverty guidelines last published by the United States Department of Health and Human Services (DHHS) (<http://aspe.hhs.gov/poverty/09poverty.shtml>) applicable to a family of the size involved in the 48 contiguous states.

PLEASE NOTE:

1. The income for comparison to the poverty guidelines is the "Total Combined Monthly Income" as reported (or as will be reported) on Line 16 of Schedule I of the bankruptcy petition.
2. Non-cash governmental assistance (such as food stamps or housing subsidies) is not included in calculating debtor income.
3. The income of a spouse is included in calculating income whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.
4. The income of any other family member listed on Schedule I as a dependent also is included.

Please consult with your attorney to see if you qualify. If your attorney cannot help you, call the Start Fresh Today Instructional Customer Service Line at 1 (800) 435-9138 to see if you qualify for a waiver.

To arrange for a waiver, please forward a written request for the waiver along with evidence of any and all income to:

Start Fresh Today, LLC.

ATTN: Fee Waivers

Email: info@startfreshtoday.com

Fax: 1-866-209-9860

Mail: 25 E Washington Street, 5th Floor, Chicago, IL 60602

* Disclosure Regarding the Purchase of Multiple Products and the Purchase of Debtor Education Prior to filing bankruptcy

The Congressional intent of requiring debtors to receive a pre-filing credit counseling briefing prior to filing bankruptcy is to provide debtors with the opportunity to be presented with all bankruptcy and non-bankruptcy alternatives before deciding whether or not to proceed with bankruptcy. After receiving your pre-filing briefing from an agency, found on StartFreshToday.com, you may decide not to proceed with bankruptcy, in which case you will not ever need to take a pre-discharge educational course. Even if you decide to file bankruptcy, if you file a Chapter 13 bankruptcy, you may not need a pre-discharge educational course for a few years, or not at all if your case is dismissed prior to discharge. Nonetheless, Start Fresh Today Instructional, LLC has agreed to provide you with a discount on the purchase price of a pre-discharge educational course if you also have, at any time, purchased a pre-filing credit counseling briefing on StartFreshToday.com., even though the educational course may not be needed until the end of the bankruptcy case, or, in some circumstances, not at all. Please be advised that:

1. You may return to StartFreshToday.com at any time after you take your credit counseling briefing and purchase the Start Fresh Today Instructional, LLC educational course at a discounted rate. You need not purchase the educational course at the same time as the briefing in order to receive a discount.
2. Subject to the exceptions set forth below, the amounts paid by you for a credit counseling briefing are generally nonrefundable and you must obtain your certificate within 180 days following your purchase. After 180 days following purchase, if you have not obtained your certificate, you will be deemed to have abandoned the process and to have forfeited the purchase price to Start Fresh Today and to have waived your right to any return of the purchase price.
3. If you do purchase the educational course at the same time as the briefing and later decide NOT to file for bankruptcy, you should contact SFTI for a full refund of your educational course fee.
4. If you do purchase the educational course at the same time as the briefing and later decide to file a Chapter 13 bankruptcy, you should immediately contact SFTI for a full refund of your educational course fee, as you may not need to take a pre-discharge educational course for a few years (or not at all if your Chapter 13 is dismissed before discharge), or the course may be offered for free by your Chapter 13 trustee.

Start Fresh Today, LLC.

ATTN: Refunds

Email: customerservice@startfreshtoday.com

Fax: 1-866-209-9860

Mail: 25 E Washington Street, 5th Floor, Chicago, IL 60602.

Oregon Disclosures

SFTI and Agencies providing briefings charge fees for some services to cover the cost of providing the service. These fees including any postage, shipping, handling and materials. The fee is due and payable at the time of service.

Maximum Fee Schedule:

	Pre-Filing Bankruptcy Credit Counseling (provided by Approved Agencies)	Pre-Discharge Debtor Education (provided by SFTI)	Together
Individual Online Session	\$30	\$49	\$69
Joint Online Session	\$30	\$49	\$69
Individual Telephonic Session	\$50	\$59	\$99
Joint Telephonic Session	\$50	\$59	\$99

Neither the Provider nor the Agencies pay or receive fees or other considerations for the referral of debtors or consumers to or by the provider or agencies.

Consumer agrees that SFTI will retain \$6 of each payment related to the purchase of a credit counseling briefing or debtor education course (\$12 total for joint purchases) as a Locator Fee for the service of identifying an approved agency or provider and facilitating through the SFTI interface the delivery of the briefing and/or educational course. No portion of the Locator Fee will be paid to any agency of provider. In the event that you qualify for a fee waiver or a refund, the Locator Fee will be waived or refunded under the same terms and conditions as the briefing and/or course fee.

The briefing and the course are offered regardless of the consumer's or debtor's ability to pay.

Course and briefing materials are provided through the Internet via an interactive learning module. The Internet course can be accessed online 24 hours a day / 7 days a week and 365 days a year at the student's convenience. Educators are available via telephone to provide further instruction and to certify completion from 9 A.M. to 10 P.M. Eastern Standard Time (EST) Monday through Thursday and Friday through Saturday 9 A.M. to 8 P.M. EST. Educators are not available on Sundays.

Briefing materials are provided via a live telephonic one-on-one briefing with a credit counseling agency who has been engaged by Start Fresh Today, Inc. to fulfill briefings ordered at the StartFreshToday.com website. Approved Agencies are available to conduct live telephonic credit counseling briefings from 8 A.M. to 10 P.M. Eastern Standard Time (EST), Monday through Thursday, 8 A.M. to 8 P.M. Fridays and 9 A.M. to 5 P.M. EST on Saturdays. Agencies are not available on Sundays.

Course materials are provided via a telephonic pre-recorded course. The telephonic course can be accessed via telephone 24 hours a day / 7 days a week and 365 days a year at the student's convenience. Educators are available via telephone to provide further instruction and to certify completion from 9 A.M. to 10 P.M. Eastern Standard Time (EST) Monday through Thursday and Friday through Saturday 9 A.M. to 8 P.M. EST. Educators are not available on Sundays.

If you are disabled as defined by the Americans with Disabilities Act, SFTI has arranged for assistance to be provided to you by the Message Relay Center. You can access this service by calling 1-800-855-2880.

For Oregon students only, Start Fresh Today Instructional, LLC has obtained a \$25,000.00 bond from North American Specialty Insurance Company, 1200 Arlington Heights Rd., Ste 400, Itasca, IL 60143-2526, Bond (#2067349) for the purpose of providing a pre-discharge personal finance debtor education to Oregon students accordance with the Bankruptcy Reform Act of 2005. Any Oregon student who suffers damage as a result of a violation of any provision or ORS 646.380 to 646.398 and 646.608 or any rule adopted by the Director of the Division of Corporations of the Oregon Secretary of State pursuant to ORS 646.382 to 646.398 shall have a right of action under this bond. An action on the bond may be brought by the state or by any consumer filing a complaint in a court of competent jurisdiction not later than one year after the surety bond is cancelled or terminated.

Registered Agent's Address: National Registered Agents, Inc., 3533 Fairview Industrial Drive SE, Salem, OR 97302-1155.

The Start Fresh Today Instructional supervisors have been providing personal financial related educational material for over fifteen years. Prior to providing debtor education, each SFTI educator is required to be certified as an Accredited Financial Counselor and maintain certification as such by the Association for Financial Counseling and Planning Education (AFCPE). Among other certification requirements, each educator must:

Identify proctor at local community college, learning center and complete the exam. Candidates must earn a 70% on each course examination.

Subscribe to the AFC Code of Ethics

Submit three letters of reference attesting to professional competence (one from supervisor, one from a fellow professional and one from a client).

Have two years of admissible financial counseling experience:

Offering one-on-one counseling or advising services for clients.

Developing and conducting education and training for clients.

Developing education and training programs for financial counselors.

Education and training financial counselors.

Serving as an education director for a financial counseling organization.

Supervising financial counselors.

All SFTI educators are AFCPE certified and:

Possess certified skills to assist individuals and families in the process of financial decision making.

Agree to maintain the highest ethical standards as written in the AFC Code of Ethics.

Maintain up-to-date knowledge in the fields of personal finance and financial counseling.

Have certified skills to assist individuals and families in the complex process of financial decision making, including the ability to:

Educate clients in sound financial principles.

Assist clients in the process of overcoming their financial indebtedness.

Help clients identify and modify ineffective money management behaviors.

Guide clients in developing successful strategies for achieving their financial goals.

Support clients as they work through their financial challenges and opportunities.

Help clients develop new perspective on the dynamics of money in relation to family, friends and individual self-esteem.

Upon completion of the course or briefing, SFTI or the Approved Agency, will provide a certificate of course or briefing completion to the debtor student or consumer, respectively.

The Provider and the Agencies are approved to issue certificates evidencing completion of personal financial management instructional course and the pre-bankruptcy credit counseling briefing, respectively, in compliance with the Bankruptcy Code. However, approval does not endorse or assure the quality of the approved Provider's or Agency's services.

If you reside in the state of Oregon, and agree to the terms and conditions of the preceding disclosure, you need to print the disclosure and fax a signed copy to 800-209-9860. Upon receipt an agent will contact you to process your order.

If you do not agree to the preceding disclosures, do not order the course, or you can arrange for a refund by contacting us at:

Start Fresh Today, LLC.

ATTN: Refunds

Email: info@startfreshtoday.com

Fax: 1-866-209-9860

Mail: 25 E Washington Street, 5th Floor, Chicago, IL 60602.

X _____

Debtors Signature:

Date:

X _____

Spouse Signature:

Date:

X _____

Print Debtors Name:

X _____

Print Spouses Name:

Contact Name: _____

Phone#: _____

E-mail Address: _____