

Law Office of Timothy J. Dack

Thank you for contacting the Law Office of Timothy J. Dack.

Enclosed please find a set of bankruptcy sheets with more comprehensive instructions on how to complete the worksheets. Once you have completed the worksheets, please return them to my office and I will have a draft Petition prepared. A minimum deposit of \$1,000.00 in the form of a cashier's check will need to be paid with your completed paperwork. Full attorney's fees and costs will be determined after a review of your paperwork.

When the draft Petition is ready I will contact you to schedule an appointment to review the draft Petition. Depending on your particular situation there may need to be changes that will affect your filing date. Please remember that simply completing these worksheets and returning them to my office does not constitute filing a bankruptcy. Your petition must be signed and filed with the court before it is "officially filed". After "filing" with the court, a meeting of creditors will be held, approximately 20 days from the date of filing. **YOUR ATTENDANCE WILL BE MANDATORY.** If you have any commitments within this time frame, please let me know.

In addition to any documents requested in the accompanying work sheets, you must provide **copies** of the following document. Please do not staple documents. All documents are scanned. Stapling and un-stapling documents can cause errors to occur when scanning. These are particularly important as we must provide current copies to the trustee assigned to your case at the time of filing, failure to do so may result in your case being dismissed by the court.

1. **FEDERAL INCOME TAX RETURN** (or transcript) for the last three years. If you have filed an extension, please provide a copy. *(BLACK OUT ALL BUT THE LAST FOUR DIGITS OF SOCIAL SECURITY #'S ON EVERY PAGE. Black out children's names and all but the last four digits of social security #'s)*
2. All of your **PAYROLL EARNING STATEMENTS** or other evidence (i.e. pay stubs and/or pay advices) that you and/or your spouse have received within 60 days
3. **STATEMENTS** for each of your checking, savings and investment accounts, including 401k, money market accounts, mutual funds and brokerage accounts. *(BLACK OUT ALL BUT THE LAST FOUR DIGITS OF ACCOUNT #'S on every page)*
4. **CREDIT COUNSELING CERTIFICATION**. See below for more information.

You will have to update pay verification and bank statements after you file so that copies can be sent to the trustee assigned to your case.

The Bankruptcy rules require debtors to complete a total of two credit counseling sessions. The first credit counseling session will be completed prior to filing bankruptcy. A current list of approved credit counseling agencies an updated list may be found at:
http://www.wawb.uscourts.gov/ust/cc_washington.htm#Section_Washington_WA_WAW

[Western District of Washington](http://www.wawb.uscourts.gov/ust/cc_washington.htm#Section_Washington_WA_WAW)

Please complete the credit counseling session and return the certificate with the bankruptcy sheets. If you are filing jointly, both husband and wife will need to complete separate counseling sessions. After your bankruptcy has been “filed” the second credit counseling session, the personal financial management course, will need to be completed within 45 days of the file date.

Failure to file the pre-filing credit counseling session and the post-filing personal financial management course as outlined above, may result in the bankruptcy court dismissing your case.

I have also enclosed some information on reaffirmation agreements, the 341 hearing and a few “frequently” asked questions and answers. I hope the help you understand the bankruptcy process.

Should you have any questions regarding the completion of the worksheets, please call.

Timothy J. Dack
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PO Box 61645
Vancouver, WA 98685

Phone: 360-694-4227
Fax: 360-450-3090
Website: dackoffice.com (currently under construction)

Professional Services Agreement

Chapter 7 Bankruptcy Case

You have asked Timothy J. Dack to represent you in a Chapter 7 bankruptcy case. The purpose of this document is to describe the work Timothy J. Dack will perform, and how we will charge, and you will pay, for our services.

Cost Estimate

We *estimate* that your Chapter 7 case will cost \$1,800.00, which does not include the filing fee to be paid to the Court when your case is filed, and the fee for our services.

Retainer And Payment

You may pay the entire estimated cost of your case to us in advance, but you must pay us a minimum of \$1,000.00 as a retainer before we will do any work other than our initial consultation with you. *We can not file your case and do not represent you unless and until you pay the retainer, and sign and return this Agreement to us.*

If you decide to terminate our services or to not file your case, we will bill you at the hourly rate of \$340.00 per hour for work done on your behalf up to the point of termination.

We will pay your filing fee to the Court from your retainer when we file your Chapter 7 case.

Prior to your appointment to review and sign your petition, you will be given the final amount for attorney's fees and court costs. We do not file petitions until all fees and costs are paid.

Services Included In Estimate

The estimated cost set forth above is based on Timothy J. Dack performing *only* the following work:

- Initial consultation with you to determine the nature of your financial situation, your goals, and whether bankruptcy or other financial relief is available.
- Analyze detailed financial information *provided by you* on our worksheets, about your property, debts and liabilities, and financial affairs.
- Consultation and advise about your options, the different kinds of relief available, the risks and consequences of bankruptcy, options to bankruptcy relief, the procedure for commencing and completing your

case, and your obligations during the case.

- Prepare and file an *original* Petition, and the Statements, Schedules, disclosures and lists required to commence Chapter 7 case.
- Appear and represent you at your *first* §341 hearing.
- Providing you with *one* copy of each document we file with the Court, and each notice or order issued by the Court or your bankruptcy Trustee.
- Transmit your discharge order to you after it is entered by the Court.

We also base our estimate on the assumption it will take no more than 4 hours of our attorneys' time to complete your Chapter 7 case.

The work described above is the *minimum* we believe necessary to complete your Chapter 7 bankruptcy case. If you need legal services other than what is described above, or if your bankruptcy case requires more than 4 hours of attorney time to complete, we will charge you for the additional work, and your Chapter 7 case will cost more than what we estimate.

Charges For Additional Services

You agree to pay any interim or final attorney fees, and the costs and expenses incurred, for additional work performed by Timothy J. Dack on your behalf, in the manner described on the "Disclosure Regarding Fees And Services," which is attached to this Agreement.

IMPORTANT

Remember that Timothy J. Dack does not represent you, can not file a Chapter 7 case on your behalf, and can not do any work for you until you pay the retainer, and you sign and return this Agreement to us.

This document constitutes a legally binding agreement. Do not sign this Agreement until you have read all of it and you understand it. You may take this Agreement to another attorney to explain its effects and your rights. By signing this Agreement you acknowledge that you have read it, understand it, and agree to its terms.

Date: _____

Date: _____

Client

Client

RETURN THE FOLLOWING WITH COMPLETED WORKSHEETS

<u>Retainer paid</u> - minimum \$1,000.00, cashier's check	
<u>Forms</u>	
Contact Information	
Professional Service Agreement- signed	
Personal Information	
Real Property	
Personal Property	
Debts Forms- make copies as needed	
Secured Debt- house- car etc	
Priority Debt-Taxes	
Unsecured Debt-Credit cards, past due expenses, medical, etc.	
Income	
Expenses	
Current Monthly Income- for the last 6 months	
Debtor & Co-Debtor	
Payments & Transfers	
Contracts & Leases- if applicable	
Co-Debtors – if applicable	
Personal Financial Affairs	
<u>Documentation-</u> <u>copies only on 8 ½ x 11 paper</u> <i>black out all but the last four (4) digits of account numbers</i> <i>& social security numbers</i>	
Tax Returns- last three years, if you have any tax returns not filed, please do so, immediately	
Income Verification -received in the last 60 days	
Current Bank Statements – for all open accounts	
Divorce Decree - if applicable	
Contracts- if applicable	
Leases- if applicable	
Law Suits- if applicable	
Any current/pending lawsuits and/or any within the last 3 years	
Credit Counseling Certificate -completed	
<u>Business Information-</u> if applicable	
Worksheets completed	
Last 3 years Corp returns	
Profit & Loss Statements	
Year to date- by month	
Last year - ytd	

Disclosure Regarding Fees And Services

Chapter 7 Bankruptcy Case

Your bankruptcy case is unique. When your case is filed, you and your property are subject to the control of an independent Trustee, and your creditors. Timothy J. Dack does not have complete control over your case. The Trustee, the Court, or creditors may take action or request information that will require more work than we now anticipate will be required to complete your case. As a result, our *estimate* of what your case will cost is based on providing the basic services common to all typical, uncontested, Chapter 7 cases. Work such as preparing your estate for bankruptcy, assisting you in selling or closing the sale of assets, obtaining your drivers license, defending collections or garnishments, amending paperwork filed with the Court, negotiating with secured creditors, appearing at hearings or examinations other than the first §341 hearing, resolving disputes with the Trustee or creditors, and similar services *are not included in our estimate*, because they are not typical or common to all cases—we will charge you additional fees for all services other than the work described on the first page of this Agreement.

Additional Services

It is impossible for us to tell you exactly what, if any, additional services will be necessary in your case. Often, the need for additional work is within your control or subject to your choice. Ordinarily, if the need arises for additional work we will advise you what we believe is necessary and will do the work only if you specifically authorize us to do so. If you do not want us to do the work, you may do it yourself or hire other counsel to perform the work. Occasionally, we will be required to appear in Court or provide information to your Trustee.

Additional Fees And Costs

If you authorize or request services in addition to the basic work set forth on the first page of this Agreement, or we believe we are ethically required to perform additional work on your case, your case will cost more than our *estimate*. You agree to pay us additional fees, and the costs and expenses incurred, for any such additional work based on our standard charges, described below. We will not, however, perform any services that will increase our *estimate* by more than 20% without first getting your approval to perform the work.

If you want us to perform work for you in addition to the basic services listed on the first page of this Agreement, we may also require additional retainers before we will perform the work.

In addition, we will not perform any additional services if you are past due on any statements for services we have mailed to you.

Billing And Payment

We will mail periodic statements to you for our services.

Each statement will contain a summary of services rendered since our previous statement, a charge for those services, an itemization of all charges for costs and expenses incurred since the previous statement, the balance of all unpaid charges carried forward from all previous statements, interest computed on the balance carried forward, and all payments and credits since our previous statement to you. You agree to pay all charges in each statement within ten calendar days after the statement date. You will notify us of any dispute you may have with any charge within ten calendar days after the statement date, and will pay all undisputed amounts within 10 calendar days after the statement date.

You agree to pay interest, computed at the rate of 18% per annum, on the balance of charges for attorney fees, costs and expenses that are carried forward from any previous statement, after deducting credits and payments.

You agree to reimburse us for costs advanced, and will pay us reasonable and customary charges for expenses we incur while providing our services. Costs include, but are not limited to charges for investigation, transcription, depositions, file duplication, contract legal research, professional opinions, expert witnesses, special or local counsel fees, and similar costs. Expenses include, but are not limited to charges for messenger services, air couriers, photocopying, court fees, travel expenses, postage for large mailings, long distance telephone charges, computerized legal research facilities, travel and lodging, and similar expenses. We are under no obligation to advance any costs or incur any expense for or on your behalf.

The charge for services set forth in each statement we send to you is an *interim fee* to be paid against a *final fee*, which we compute at the end of your case. Interim fees are computed by multiplying the time spent by our attorneys on your case, in 6 minute increments, by an hourly rate for each attorney who works on your case that is in effect at the time the work is done. Hourly rates currently range from \$300.00 to \$350.00 per hour. Hourly rates may be adjusted periodically to reflect the advancing experience, capabilities and seniority of our attorneys, as well as for general economic factors. When your case is done we review the work that was done and compute a final fee based on the factors we use to determine a final fee are as set forth in the *Washington Rules Of Professional Conduct*, which include the time and labor required, novelty and difficulty of the work, skill requisite to perform the services, likelihood performing services for or on your behalf will preclude Timothy J. Dack from other employment, fees customarily charged in the locale for similar services, amount involved, results obtained, time limitations imposed by you or by the circumstances, and the experience, reputation and ability of the lawyers who perform the services.

Estimates

We may, from time to time, provide you with oral or written estimates of our charges for final or interim fees, costs and expenses. We may also make oral or written disclosures to the Bankruptcy Court estimating our final or interim fees, costs and expenses. *You acknowledge and agree that we have made no promise or guarantee that Timothy J. Dack will provide services to you for a fixed fee or price.* You understand that any and all representations or disclosures made or to be made by any Timothy J. Dack personnel regarding charges for our services are estimates only, and that interim or final charges, whether determined by Timothy J. Dack or Bankruptcy Court order, may be higher or lower than represented or disclosed.

Assignment Of Client Moneys

You agree that any refunds or moneys you are to receive or are entitled to receive from the Trustee, the Court, or any other person or entity in connection with your case shall be deposited in our client trust account. *You authorize Timothy J. Dack to endorse on your behalf any checks, drafts or money orders payable to you and deposit them in trust.* You further authorize Timothy J. Dack to deduct the balance of any fees and costs owed by you to Timothy J. Dack from your trust accounts before paying the balance to you.

Helping Us Help You

You understand that we receive several hundred telephone calls a day, and that we may not always be available to talk to you when you call. We encourage you to call if you have questions or if there is a problem you need help with. We try to return your calls within 24 hours, but please be patient—we could be busy working on your case or our attorneys could be in Court. Each attorney also sets aside time each day to work without taking telephone calls so he or she may concentrate without interruption on getting your or other client's work done. If we are not available when you call, please leave a message on voice mail—the only message you need to leave is your name and telephone number. If you do not leave a message when you call, we will not know you called and will not be able to call you back.

Please do not just stop by the office and expect to meet with one of our attorneys. The only way we can assure you that an attorney will be available to meet with you is if you set up an appointment ahead of time.

If you receive documents or letters from the Trustee, the Court, or from anyone other than us that you do not understand, please mail them to us or drop them by our office so we can review them and then explain them to you.

You also understand that although our legal assistants may be able to answer many of your questions, they must dis-

cuss your questions with one of our attorneys before they can convey the attorney's advice to you.

It is also important that you follow our advice. If you do not follow or trust our advice, it is impossible for us to advise or represent you.

We will send you copies of everything we receive relating to your case. It is likely that you will receive the same documents or correspondence directly from the persons who send them to us.

Please read and save everything we send you. We expect that most of the questions you will have will be answered by the things we send to you. In addition, you may need some documents or court papers later, and if we have to get copies of them for you from our files or the Court, we will have to charge you to retrieve the documents and make the copies.

Results Not Guaranteed

You also understand that we can not, and do not, guarantee any particular result in your bankruptcy case.

Termination

You may discharge us at any time, except: in the event you convert your Chapter 7 case to a Chapter 11 or Chapter 13 case, we shall be discharged only after an appropriate court order authorizing us to withdraw. We may withdraw at any time, with your consent, after an appropriate Court order if necessary, or for cause. Cause includes breach of any term or condition of this Agreement, your failure to timely pay statements, your refusal or failure to cooperate with us, the Trustee or the Court, or any fact or circumstance that would render our continuing representation unlawful or unethical.

Dispute Resolution

You agree that any dispute between you and Timothy J. Dack arising under, related to or connected with this Agreement or our services shall be resolved by arbitration pursuant to Chapter 7.04, Revised Code of Washington.

Governing Law

This Agreement shall be governed by Washington State law. Venue and jurisdiction of any claim or proceeding arising under, related to or connected with this Agreement shall be in Clark County, Washington.

No Other Agreements

The four pages of this document constitutes the entire Agreement between you and Timothy J. Dack. This Agreement may not be modified except by written agreement signed by each of us, except as may be determined by Bankruptcy Court order in a case commenced for or on your behalf under Title 11 of the United States Code.

Law Office of Timothy J. Dack

Privacy Policy

In 2001, Congress passed the Gramm–Leach–Bliley Act which requires lawyers to inform certain clients of their policies regarding the privacy of nonpublic personal information.

What you need to know is that Timothy J. Dack has a long history of protecting his clients' privacy; In fact, we hold ourselves to a much higher standard than required by this Act. Specifically, as required by the Act

- *Types Of Nonpublic Information We Collect.* We collect nonpublic personal information about clients in the course of providing legal services. Such information may be obtained from the client, may be generated as a result of the services provided, or may be received from third parties involved in or affiliated with the services provided.
- *Parties To Whom We Disclose Information.* We do not disclose, nor do we reserve the right to disclose, any nonpublic personal information about current or former clients obtained in the course of our representation, except as permitted or required by law, including the applicable rules of attorney ethics. As lawyers, we are bound by strict professional standards of confidentiality.
- *Protecting The Confidentiality And Security Of Current And Former Clients' Information.* Except as noted above, we restrict access to nonpublic personal information to our agents and employees. In order to guard nonpublic personal information of clients and former clients, we maintain physical, electronic and procedural safeguards that comply with our understanding of the law and our professional standards.



UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

HAVE YOU COMPLETED CREDIT COUNSELING?

From a U.S. Trustee Approved Agency [11 U.S.C § 109(h)]

READ THIS BEFORE YOU FILE YOUR CASE

If you have not completed counseling before you file your petition and you do not meet the requirements for an extension to complete the counseling after filing:

- Your case may be **DISMISSED without refund of any filing fee paid**;
- You **WILL NOT** receive a **DISCHARGE** of your debts;
- If you **REFILE** within **ONE YEAR** after dismissal, protection under the Bankruptcy Code from your creditors (i.e. the automatic stay) may be limited to thirty days.

Under the bankruptcy laws, the court can only allow you to complete the course after filing if you meet all of the following conditions. See 11 USC § 109(h)(3).

- 1) You must have tried to get credit counseling from an approved agency before bankruptcy but were not able to obtain the counseling during the 5-day period after you made the request; AND
- 2) There are exigent (emergency) circumstances that make it necessary for you to file your case immediately (Important: The court will determine what qualifies as an emergency circumstance);
- 3) You must file a certification stating the facts regarding conditions 1) and 2) above with your petition.

The decision to file your petition is up to you, but if you file without taking the course, you are risking dismissal of your case. The clerk cannot provide legal advice or predict in advance how a judge will decide your request for an extension to complete this requirement for credit counseling.

To complete this requirement before filing the petition, obtain from the clerk a list of United States Trustee approved pre bankruptcy credit counseling agencies or go to this website:

http://www.usdoj.gov/ust/bapcpa/ccde/cc_approved.htm

You may take the course on the Internet, by telephone, or in person. If you do not have a computer, your public library may allow you to use their public computers.

NOTE: A waiver of the credit counseling requirement is available in very limited circumstances for persons on military duty in an active combat zone, or persons with a physical or mental impairment preventing participation in credit counseling, in person, by telephone, or on the Internet. A waiver must be granted by the court. 11 U.S.C. § 109(h)(4).

(3/23/06)

FTC Consumer Alert

Federal Trade Commission ■ Bureau of Consumer Protection ■ Office of Consumer & Business Education

New Bankruptcy Law Requires Credit Counseling Before Filing

If you are considering filing for bankruptcy, you should know about one major change to the bankruptcy law: Beginning October 17, 2005, you must get credit counseling from a government-approved organization within six months *before* you file for bankruptcy protection. You can find a state-by-state list of government-approved credit counseling organizations at www.usdoj.gov/ust. That is the website of the U.S. Trustee Program, the organization within the U.S. Department of Justice that administers bankruptcy cases.

As a result of Hurricane Katrina, the U.S. Trustee Program has temporarily waived the credit counseling requirement for consumers who are filing for bankruptcy in Louisiana and the Southern District of Mississippi.
For more information, visit www.usdoj.gov/ust.

Credit Counseling Requirements

Generally, credit counseling organizations advise consumers on managing money and debts and developing a budget; most usually offer free educational materials and workshops. The credit counseling required by the new bankruptcy law can take place in person, on the phone, or online. You can expect your counseling session to last about 90 minutes and to include an analysis of your budget. The credit counseling organization can charge you a reasonable fee for its services. Credit counseling organizations on the U.S. Trustee's list must waive the fee for anyone who can't afford to pay. Fees may be in the \$50 range, but could be higher depending on where you live, the types of services you receive, and the administrative costs of the credit counseling organization. Once you have completed the required counseling, you must obtain a certificate as proof. Check the U.S. Trustee's website to be sure that you receive the correct certificate for the bankruptcy court where you will be filing for bankruptcy. Some credit counseling organizations may charge extra for the certificate.

Sometimes, credit counseling organizations recommend and negotiate a debt management plan (DMP) for their clients. In a DMP, you deposit money each month with the credit counseling organization, which, in turn, uses your deposits to pay your credit card bills, student loans, medical bills, or other unsecured debts according to a payment schedule they've worked out with you and your creditors. Sometimes, creditors agree to lower interest rates or waive certain fees if you are repaying your debts through a DMP. A DMP is not required for consumers who are filing for bankruptcy. If you do go the DMP route, you will need to provide a copy of the plan to the bankruptcy court when you file for bankruptcy.

Important Questions to Ask When Choosing a Credit Counselor

As with any important decision about your finances, it's wise to take an active role in choosing a credit counseling organization. Once you have the list of organizations approved by the U.S. Trustee Program, call several of them to gather information before you make your selection. Some key questions to ask are:

- What services do you offer?
- Will you help me develop a plan for avoiding problems in the future?
- What are your fees?
- What if I can't afford to pay your fees?
- What are the qualifications of your counselors? Are they accredited or certified by an outside organization? What training do they receive?
- What do you do to keep information about me (including my address, phone number, and financial information) confidential and secure?
- How are your employees paid? Are they paid more if I sign up for certain services, if I pay a fee, or make a contribution to your organization?
- Suppose I want only the credit counseling services and budget analysis that are required before I can file for bankruptcy relief. How much will these services cost? What services will your company provide? How will I know that I have the correct certificate I need to file for bankruptcy? Does the certificate cost extra? If so, how much?

For More Information

To learn about other changes in the bankruptcy law and how they affect consumers who want to file for bankruptcy beginning October 17, 2005, visit www.usdoj.gov/ust/bapcpa/index.htm. For more information about credit issues and choosing a credit counselor, visit www.ftc.gov/credit.

The FTC works for the consumer to prevent fraudulent, deceptive, and unfair business practices in the marketplace and to provide information to help consumers spot, stop, and avoid them. To file a complaint or to get free information on consumer issues, visit www.ftc.gov or call toll-free, 1-877-FTC-HELP (1-877-382-4357); TTY: 1-866-653-4261. The FTC enters Internet, telemarketing, identity theft, and other fraud-related complaints into Consumer Sentinel, a secure online database available to hundreds of civil and criminal law enforcement agencies in the U.S. and abroad.

FEDERAL TRADE COMMISSION	ftc.gov
1-877-FTC-HELP	FOR THE CONSUMER

October 2005

UNITED STATES BANKRUPTCY COURT

NOTICE TO CONSUMER DEBTOR(S) UNDER §342(b) OF THE BANKRUPTCY CODE

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation (\$245 filing fee, \$46 administrative fee, \$15 trustee surcharge: Total fee \$306)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a “means test” designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny

your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$46 administrative fee: Total fee \$281)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1,167 filing fee, \$46 administrative fee: Total fee \$1,213)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$46 administrative fee: Total fee \$246)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Worksheet Instructions

Thank you for contacting the Law Office of Timothy J. Dack. We look forward to the opportunity to work with you.

Attached to these instructions are several questionnaires that will help us analyze your financial situation. Please take a few minutes to read these instructions before you attempt to answer any of the questions.

If you find you need more copies of these forms than we gave you, you may copy what you need, stop by the office and pick up what you need, or let us know and we will mail or email what you need to you.

What We Do With Your Answers

These questionnaires and the answers you write are confidential! No one outside our office can see your answers without your permission or a court order, and we will not discuss your answers with anyone.

We use the answers you give us to analyze your financial situation. We will use only the information you have written on the questionnaires as the factual basis for our advice to you. **If the information you give us is not complete, or if it is not accurate, we cannot give you our best legal advice.**

If you decide to file a bankruptcy petition, official bankruptcy forms will be prepared using your answers on the questionnaires. We will use the information you have written on the questionnaires to prepare the official bankruptcy forms. If the information you give us is not complete, your official bankruptcy forms will not be accurate.

Warning: You will be required to sign official bankruptcy forms under oath. The failure to provide complete and accurate information in a bankruptcy case can result in your debts or obligations not being discharged. If you fail to tell us about property you own we will not be able to include that property in your bankruptcy case, or even tell you whether it should be included. If you do not identify property that you own or have an interest in, even if you think it is exempt or insignificant, you may lose the property and your discharge. If you fail to tell us about a creditor, we will not be able to identify the creditor or the debt on your bankruptcy paperwork. The failure to list a debt on your official bankruptcy forms can result in that

debt not being discharged. ***Intentionally false or misleading information on the official bankruptcy forms can constitute a federal crime.***

How To Answer The Questions

We need an answer to each question. If you leave a question blank, we do not know what you mean. If you need more space to answer a question than is provided, use the back of the page. If you do not understand a question, write "Don't understand" next to the question. Do not leave any questions blank—answer "none" or "not applicable", or another, appropriate answer, instead.

There are no “right” or “wrong” answers to these questions. You are not taking a test. There are no “trick” questions. Do the best you can with each question. Please do not call the office and ask us whether any particular answer is correct. If you do not understand a question it probably does not apply—we will talk about your questions when we meet.

Most of the forms, and the questions on the forms, are self-explanatory. However, there are a few things to remember...

- **Value.** You will find the term “value” in many places. The value we want to know about is what *you* think an item is worth. We will talk about value with you after we have reviewed your answers. We will also talk about whether appraisals, market analyses, or opinions of value will be necessary on specific items.
- **Income.** Please list the total income for your family, if you are married. In addition, if you are not married but have a roommate, please list the roommate’s income in the space labeled “spouse”—this information is critical to several legal issues, so be sure to include it, even if you and your roommate maintain completely separate financial affairs. If you earn income on a basis other than monthly, please *pro rate* your income over a 12 month period.
- **Expenses.** You will find three columns on this form, labeled “Total”, “You”, and “Roommate”. If you are married, please list all household expenses in the “total” column. If you have a roommate, please list your expenses and your

roommate's expense separately, in the appropriate columns, even if you just "share" all household expenses— this information is critical to several legal issues, so be sure to include it. When you are completing the questions about current monthly expenses please be as complete as you can. If you and your roommate just share expenses, please do the best you can to allocate or pro rate the total expenses between you. Remember that "expenses" do not include installment purchases or credit cards. Expenses do include such things as a regular tithe or donation. If your expenses are not regularly generated on a monthly basis, *pro rate* them for a 12 month period.

- **Real Property.** Please complete a separate form for *each* parcel of real property you have any interest in. Keep in mind that "real property" means land, either improved or unimproved. In addition, *any* interest you have in real property needs to be described—if you are renting, buying, selling, leasing or using land you have an "interest" in real property.
- **Personal Property.** If you are operating a business you need to fill out one of these forms for the business and another form for your personal assets. We need to know whether you consider an asset to be personal or business related—put the answer on the form you *think* it relates to. We will consider the *legal* ownership as part of our analysis. Keep in mind that "property" means any thing of value. This includes claims you may have against someone else. It also includes future rights you may have, and any current payments you may be receiving from any source.
- **Business Information.** You need to complete a separate form for *each* business you or your spouse owned, operated or had an interest in during the last 6 years. In addition, the term "business" is broadly defined—if you earned money in any way other than from wages, salaries, or commissions, you must fill out the business forms for that income. Babysitting, Tupperware sales and similar activities are each a "business" for our purposes.
- **Debts And Liabilities.** Please fill out a separate form for *each* debt you may owe. The terms "debt" and "liability" are used in their broadest

sense—any possible obligation that someone could think you are responsible for is a debt or a liability, whether you think you are obligated to pay it or not. Child support is a debt. Taxes are debts. So are judgments, contracts (whether you are buying or selling) and leases (whether you are the lessor or lessee). There is space on the form for you to explain why you dispute a debt or why you may not be responsible for a liability. It is also important that the addresses for your creditors be current and correct. You can usually get the addresses and the exact amount owing from the creditor's last statement or bill. If not, you may contact the creditor and find out how much you owe and get his or her current address. It will help if you include copies of your most recent bill when you return these worksheets. *This Is Important: We need to have each debt or liability written on a separate questionnaire. If you do not do this, we will not be able to complete our work for you, and we will not be able to give you accurate advice. There is also no way for us to know who your creditors are unless you fill out these forms—there is no, central depository that lists your debts, and no place we can look up your debts for you.*

- **Contracts And Leases.** Please complete a separate form for each contract or lease you are a party to. Contracts and leases consist of anything you are buying or using that is not yet fully paid for. If you make a monthly payment for something, for example, you should fill out a Contracts And Leases form to describe it. Please note that you also need to fill out these questionnaires for each contract or lease you are *receiving* payments on—not just those you are paying on.

What To Do When Your Done

When you have completed the questionnaires please bring them to our office, together with the following documents:

- **Copies** of all deeds, contracts, leases mortgages, deeds of trust, security interests or liens, and tax notices on all real estate that you have any interest in.
- Copies of your federal income tax returns for the last 3 years.

Copies of payment devices or other evidence of

income received within the last 60 days. Note: this information will need to be updated prior to filing your bankruptcy.

- Copies of all lawsuits or other court papers served on or filed against you, or on any case you have been involved in during the last 10 years.
- Copies of any documents relating to any prior bankruptcy or Chapter 13 cases you have been involved in.
- Copies of all copyrights, patents, annuity contracts, pension plans or insurance policies.
- Copies of any balance sheets, income statements and profit and loss statements for each of your businesses for the last 6 years.

We will normally set up an appointment for you after you deliver this paperwork to us. We want to review your paperwork and research any legal questions that are apparent from your answers *before* we meet. Please do not just “stop by” the office with your questionnaires and expect us to have an answer for you then and there. It will not do either you or us any good to try to meet and analyze your situation at the time you bring in the completed questionnaires. We need to look at your answers, and to think about what advice to give you.

While You Are Waiting

We know you will have many questions. The best thing you can do is to write down your question immediately when you think about it. That way, you will not have to worry about whether you will remember to ask us your question. Bring your questions with you when we meet.

Pay only those bills that we specifically told you to pay at our first meeting (or, pay your regular monthly expenses), no matter what a creditor tells you. This is very important. Do this even if it is going to take us a few days to analyze your financial situation. We may

change the list of what you should pay later, but we need to have a basis for making that determination. We want things to stay the way they are until we are done.

If you are being bothered by telephone calls from creditors, give them our telephone number. Tell them only that you have asked an attorney to look into your financial matters, and that we have instructed you to not say anything else to them. If they call again, get the full name of the person calling, their telephone number, and write it down together with the time and date of the call. Bring that list with you when we meet.

As an aside, certain kinds of creditors are prohibited from contacting you after you tell them you are represented by an attorney. They often do anyway, however, and tell you that your attorney will not talk to them on the telephone, or that your attorney did not tell them anything. Please keep track of any calls like this that you get. Do not get upset with us—we deal with these calls in a manner appropriate to Federal Law, no matter what the creditor says.

You can also stop telephone calls from debt collectors by writing them a letter that tells them you are refusing to pay the debt. You do not have to try to explain why you are refusing to pay—just state that you are refusing! Send the letter by certified mail so you have proof that it was mailed.

If they continue to call you after they know you are consulting an attorney, and after you have mailed them a letter refusing to pay, you need to write down each time they call you and then tell us about it when we meet.

Please remember that simply returning these worksheets to us does not mean you have filed a bankruptcy case. Your bankruptcy will not be filed until after we meet with you and you have reviewed and signed completed paperwork, and the paperwork is filed with the bankruptcy court.

Law Office of
TIMOTHY J. DACK

Debtor Name _____

Street Address:

Mailing Address, if different:

Telephone (Home)_____ (Work)_____

(Cell)_____ (Fax)_____

e-mail)_____ would you prefer correspondence to be sent *e-mail or regular mail*? Circle one and initial here _____

Spouse Name: _____

Street Address, *include only if different than address listed above*

Mailing Address, if different:

Telephone (Home)_____ (Work)_____

(Cell)_____ (Fax)_____

(e-mail)_____ would you prefer correspondence to be sent *e-mail or regular mail*? Circle one and initial here _____

Personal Information

1. What is your full name (last, middle, first)?		2. What is your marital status? <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Roommate			
3. What is you spouse's or roommate's full name (last, middle, first)?					
4. List all other names you have used or been known by (maiden name, nickname, business name, etc.):	5. List all other names your spouse or roommate has used or been known by (maiden name, nickname, business name, etc.):				
6. What is your social security number?	7. What is your spouse's or roommate's social security number?				
8. What is your mailing address?	9. What is your spouse's mailing address?				
10. What is your street address?	11. What is your spouse's street address?				
12. What is your... <i>Home phone number</i> <i>Work phone number</i> <i>Cell phone number</i> <i>Fax number</i> <i>Email address</i>	13. What is spouse's... <i>Home phone number</i> <i>Work phone number</i> <i>Cell phone number</i> <i>Fax number</i> <i>Email address</i>				
14. How long have you resided at this address?		15. How long has your spouse resided at this address?			
16. List all other addresses where you have resided (and when) during the past six years: <input type="checkbox"/> Check here if none		17. List all other addresses where your spouse has resided (and when) during the past six years: <input type="checkbox"/> Check here if none			
18. If you or your spouse have ever filed a bankruptcy case before, please list: <input type="checkbox"/> Check here if none					
<i>The name of the debtor(s)</i>	<i>Chapter</i>	<i>Date Filed</i>	<i>Case #</i>	<i>Court</i>	<i>Result</i>
19. If there are any bankruptcy cases now pending by or against you or your spouse, or by or against any person or business you or your spouse are affiliated with in any way, please list: <input type="checkbox"/> Check here if none					
<i>The debtor's name</i>	<i>Your relationship to the debtor</i>	<i>Date Filed</i>	<i>Case #</i>	<i>Court</i>	<i>Judge</i>

Real Property

Please complete a **separate** form for **each parcel** of real property (land with or without a building, apartment, mobile home on a lot) you have any interest in (ownership, a lien, the right to use, or a future interest).

1. What is the address or location of the property?	2. Is this property... <input type="checkbox"/> a single family residence <input type="checkbox"/> a condominium <input type="checkbox"/> an apartment <input type="checkbox"/> an apartment building <input type="checkbox"/> commercial space <input type="checkbox"/> a commercial building <input type="checkbox"/> office space <input type="checkbox"/> an office building <input type="checkbox"/> industrial space <input type="checkbox"/> an industrial building <input type="checkbox"/> bare land	3. Is this property held... <input type="checkbox"/> in your name <input type="checkbox"/> in your spouse's name <input type="checkbox"/> in both names <input type="checkbox"/> in someone else's name 4. Are you ... <input type="checkbox"/> buying on a contract <input type="checkbox"/> selling on a contract <input type="checkbox"/> buying on a note <input type="checkbox"/> selling on a note <input type="checkbox"/> renting or leasing <input type="checkbox"/> claiming a lien
-----------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<input type="checkbox"/> Check here if this property is currently your residence. <input type="checkbox"/> Check here if this property is currently being foreclosed.	5. When did you acquire your interest in this property?
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------

6. If you or your spouse are purchasing, or have or claim an ownership interest in this property...	
a. What do you think this property would sell for?	\$
b. What is the assessed value of the property?	\$
c. What was the purchase price of the property?	\$

7. If this property has been appraised during the past three years, please list: <input type="checkbox"/> Check here if none		
<i>Names of appraisers</i>	<i>Date</i>	<i>Value</i>
		\$
		\$
		\$

8. If you are selling this property to someone, please list: <input type="checkbox"/> Check here if none		
<i>Name of the buyer</i>	<i>Monthly payments</i>	<i>Balance due</i>
	\$	\$
	\$	\$
	\$	\$

9. If you are renting or leasing this property to someone, please list: <input type="checkbox"/> Check here if none		
<i>Name of lessees or tenants</i>	<i>Monthly rent</i>	<i>Months left</i>
	\$	
	\$	
	\$	
	\$	
	\$	

10. If you are leasing this property from someone, please list: <input type="checkbox"/> Check here if none		
<i>Name of landlord or owner</i>	<i>Monthly rent</i>	<i>Months left</i>
	\$	
	\$	
	\$	

11. If anyone holds a lien, trust deed, mortgage or contract on this property, please list: <input type="checkbox"/> Check here if none		
<i>Names of persons holding lien</i>	<i>Monthly payment</i>	<i>Balance due</i>
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$

PERSONAL INCOME

Please remember to answer each question. It will save us time, which will save you money!

What is your current occupation?		What is your spouse's occupation?	
List your employer's name and address:		List your spouse's employer's name and address:	
How long have you been employed by this employer?		How long has your spouse been employed	
If you or your spouse have any dependents, please list: <input type="checkbox"/> Check here if there are no dependents.			
<i>Names of dependents</i>	<i>Age</i>	<i>Relationship</i>	
Please list, in the appropriate column...	Deductions from income		Income
	You	Spouse	You Spouse
<i>Current gross wages, salary and commissions:</i>			
<i>Estimated monthly overtime:</i>			
Sub total gross monthly income:			
<i>Tax, Medicare, & SS deductions:</i>			
<i>Mandatory contributions for retirement plans:</i>			
<i>Voluntary contributions for retirement plans:</i>			
<i>Required repayment of retirement fund loans:</i>			
<i>Insurance:</i>			
<i>Domestic support obligations:</i>			
<i>Union dues:</i>			
<i>Other deductions:</i>			
Total of payroll deductions:			
Total net monthly take-home pay:			
<i>Gross Income from operation of business, profession or farm:</i>			
<i>Expenses:</i>			
<i>Net income from operation of business or farm:</i>			
<i>Gross income from real property:</i>			
<i>Expenses:</i>			
<i>Net income from rental property:</i>			
<i>Interest and dividends:</i>			
<i>Alimony, support or maintenance:</i>			
<i>Unemployment compensation:</i>			
<i>Social security:</i>			
<i>Pension or retirement:</i>			
<i>Other income:</i>			
Total net monthly income:			

Part F. Debtor's Current Monthly Income Calculation

Fill in your monthly income for the categories below in the column labeled "Month 1." If your income for one of the below categories varies from month to month, complete the below chart by entering in your income for all six months.

	Month 1 (last month) ____/____	Month 2 (2 months ago) ____/____	Month 3 ____/____	Month 4 ____/____	Month 5 ____/____	Month 6 ____/____	For Office Use Only
Gross wages, salary, tips, bonuses, overtime, commissions.							
Income from operation of business: a. Gross Income - b. Expenses = c. Net Income.							
Rent and other real property income: a. Gross Income - b. Expenses = c. Net Income.							
Interest, dividends, and royalties.							
Pension and retirement income (NOT Social Security).							
Regular contributions from others to the household expenses, including child support.							
Unemployment Compensation.							
Social Security income.							
Other sources not already mentioned. Describe:							

Part G. Joint Debtor's (Spouse's) Current Monthly Income Calculation

Fill in your monthly income for the categories below in the column labeled "Month 1." If your income for one of the below categories varies from month to month, complete the below chart by entering in your income for all six months.

	Month 1 (last month) ____/____	Month 2 (2 months ago) ____/____	Month 3 ____/____	Month 4 ____/____	Month 5 ____/____	Month 6 ____/____	For Office Use Only
Gross wages, salary, tips, bonuses, overtime, commissions.							
Income from operation of business: a. Gross Income - b. Expenses = c. Net Income.							
Rent and other real property income: a. Gross Income - b. Expenses = c. Net Income.							
Interest, dividends, and royalties.							
Pension and retirement income (NOT Social Security).							
Regular contributions from others to the household expenses, including child support.							
Unemployment Compensation.							
Social Security income.							
Other sources not already mentioned. Describe:							

PERSONAL EXPENSES

Please remember to answer each question. It will save us time, which will save you money!

<i>Rent or home mortgage (including lot or space rented for mobile home):</i>		
<i>Home expenses, if not included in rent or home mortgages :</i>		
<i>Real Estate Taxes:</i>		
<i>Property, Homeowner, or renter insurance:</i>		
<i>Home maintenance, repair, and upkeep expenses:</i>		
<i>Homeowner association or condominium dues:</i>		
<i>Additional mortgage payments for residence, such as home equity loans:</i>		
<i>Other mortgages:</i>		
<i>Utilities:</i>		
<i>Electricity:</i>		
<i>Natural gas:</i>		
<i>Water & sewer:</i>		
<i>Garbage:</i>		
<i>Telephone:</i>		
<i>Cable/satellite</i>		
<i>Internet:</i>		
<i>Cell Phone</i>		
<i>Other utilities: (specify what)</i>		
<i>Food and housekeeping supplies:</i>		
<i>Childcare and children's education costs:</i>		
<i>Clothing:</i>		
<i>Laundry and dry cleaning:</i>		
<i>Personal care products:</i>		
<i>Medical and dental expenses:</i>		
<i>Transportation (include gas, maintenance, bus, train, but not payments)</i>		
<i>Entertainment, clubs, recreation, newspapers, magazines, and books:</i>		
<i>Charitable contributions and religious donations:</i>		
<i>Insurance (not deducted from wages or included in mortgage or previous listed in any other expense):</i>		
<i>Life insurance:</i>		
<i>Health insurance:</i>		
<i>Auto insurance:</i>		
<i>Other insurance (specify):</i>		
<i>Taxes not included in wages or house payments (Specify):</i>		
<i>Installment or lease payment:</i>		
<i>Car payment for Vehicle #1:</i>		
<i>Car payment for Vehicle #2:</i>		
<i>Mortgages on other property</i>		
<i>Real estate taxes:</i>		
<i>Property, home owner's or rental insurance:</i>		
<i>Maintenance, repair, and upkeep expenses:</i>		
<i>Homeowner's association or condominium dues:</i>		
<i>Other expense: (specify)</i>		
<i>Total monthly expenses:</i>		

Contracts And Leases

Please complete a separate form for each contract or lease you or your spouse have any interest in.

1. What the names and addresses of all other persons or entities that are parties to this contract or lease?	2. Is this lease or contract... <input type="checkbox"/> in your name <input type="checkbox"/> in your spouse's name <input type="checkbox"/> in both names <input type="checkbox"/> in someone else's name
	3. Are you or your spouse... <input type="checkbox"/> the buyer on this contract <input type="checkbox"/> the seller on this contract <input type="checkbox"/> the lessee on this lease <input type="checkbox"/> the lessor on this lease
	4. What is the contract or account number?

5. Describe the property that is the subject of this lease or contract.	6. When did this contract or lease start?
	7. When does this contract or lease end?

8. What is the value of the property subject to this contract (if any)?	\$
9. What is the balance of the contract or lease owed to you or your spouse (if any)?	\$
10. What is the balance of the contract or lease owed by you or your spouse, (if any)?	\$
11. What are the monthly (or other, periodic) installments you or your spouse pay?	\$
12. What are the monthly (or other, periodic) installments you or your spouse receive?	\$
13. How many installments are delinquent (if any)?	
14. What is the dollar amount of the delinquency owed to you or your spouse (if any)?	\$
15. What is the dollar amount of the delinquency owed by you or your spouse (if any)?	\$

16. If anyone (other than your spouse) has guaranteed, cosigned, or otherwise agreed to perform your obligations under this lease or contract, please list: **Check here if none**

<i>Names</i>	<i>Addresses</i>

17. If anyone has guaranteed, cosigned, or otherwise agreed to perform the other party's obligations under this lease or contract, please list: **Check here if none**

<i>Names</i>	<i>Addresses</i>

18. Please describe any dispute any party or guarantor has over the performance or payment of this contract or lease: **Check here if none**

Codebtors

If anyone has guaranteed, cosigned, or otherwise agreed to perform any debt, contract, lease or any other obligation owed or to be performed by you or your spouse (such as a guarantor on a note or a contract, a co-maker on a note, a co-signor on a loan, a joint account, or a credit card with other users, or community debts owed by you and a prior spouse), please list:

Check here if none

<i>Name and address of creditor</i>	<i>Name and address of other person obligated on debt</i>

29. If you or your spouse used a credit card to pay taxes, please list: **Check here if none**

<i>The name of the creditor</i>	<i>Account Number</i>	<i>Date</i>	<i>Amount</i>
			\$
			\$
			\$
			\$
			\$
			\$

30. If you or your spouse sold anything that was collateral for a debt, please list: **Check here if none**

<i>Description of item sold</i>	<i>Name of creditor</i>	<i>Date sold</i>	<i>Amount</i>
			\$
			\$
			\$
			\$
			\$
			\$

31. If you or your spouse have any returned or dishonored (bounced) checks that have not been paid, please list: **Check here if none**

<i>Who was the check made payable to</i>	<i>Date</i>	<i>Amount</i>
		\$
		\$
		\$
		\$
		\$
		\$
		\$

32. If you or your spouse have any unfilled tax returns, please list the years the returns were not filed: **Check here if none**

33. If you or your spouse received any tax refunds, or are entitled to a tax refund this year, please list: **Check here if none**

<i>Who did you receive the refund from</i>	<i>This year</i>	<i>Last year</i>	<i>2 years ago</i>
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

34. Have you or your spouse, at any time during the last 2 years: (1) Been an officer, director, partner or managing agent of a corporation, partnership, limited partnership, limited liability company, business trust or sole proprietorship; (2) Been self-employed as a professional, or; (3) Owned, held or controlled 5% or more of the voting or equity securities in any corporation, partnership, limited partnership, limited liability company or business trust? **Yes** **No**

If you checked "yes", please fill out a "Business Information" form for each business you or your wife owned, operated, controlled or had an interest in (as defined above).

Debt Or Liability

Please complete a separate form for **each** debt you or your spouse owe, and for each liability (something that you may owe) that you may have or that someone may believe you will owe (even if you do not believe you owe it).

1. What is the creditor's name?	2. What is the account number (if any)?
3. What is the creditor's address?	4. When was the debt incurred?
	5. If you are married, is this debt... <input type="checkbox"/> owed by you <input type="checkbox"/> owed by your spouse <input type="checkbox"/> owed by both of you <input type="checkbox"/> owed by someone else
6. If this debt has been turned over to collection, please list the name and address of the collection agency. <input type="checkbox"/> Check here if not in collection	7. What was the debt incurred for? <input type="checkbox"/> 1- mortgage <input type="checkbox"/> 2- mortgage <input type="checkbox"/> Car loan or purchase <input type="checkbox"/> Medical or dental expenses <input type="checkbox"/> Business debt <input type="checkbox"/> Ticket or fine <input type="checkbox"/> Credit card <input type="checkbox"/> Other (list):

8. Have you been sued on this debt? **Yes** **No**. If yes, please attach copies of all court papers you have regarding the lawsuit.

9. How much do you owe on this debt (current balance claimed by creditor)? \$

10. What are your monthly payments (if any)? \$

11. How many payments are you behind (if any)? **Check here if current** \$

12. When did you last make a payment on this debt?

13. If any of your, or your spouse's, property is collateral for this debt (e.g., a deed of trust or mortgage, a lien, car title held by a lender), please list: **Check here if none**

<i>Description Of property</i>	<i>Location</i>	<i>Owner</i>	<i>Do you want to...</i>	<i>Value</i>
			<input type="checkbox"/> Keep it <input type="checkbox"/> Give it back	\$
			<input type="checkbox"/> Keep it <input type="checkbox"/> Give it back	\$
			<input type="checkbox"/> Keep it <input type="checkbox"/> Give it back	\$

14. If anyone has guaranteed, cosigned, or agreed to pay this debt, or is otherwise liable with you or your spouse, please list: **Check here if none**

<i>Name of person or entity</i>	<i>Address</i>

15. If you or your spouse dispute this debt or liability, disagree that you owe it, or disagree with the amount claimed by the creditor, please describe why? **Check here if none**

Debt Or Liability

Please complete a separate form for **each** debt you or your spouse owe, and for each liability (something that you may owe) that you may have or that someone may believe you will owe (even if you do not believe you owe it).

1. What is the creditor's name?	2. What is the account number (if any)?
3. What is the creditor's address?	4. When was the debt incurred?
	5. If you are married, is this debt... <input type="checkbox"/> owed by you <input type="checkbox"/> owed by your spouse <input type="checkbox"/> owed by both of you <input type="checkbox"/> owed by someone else
6. If this debt has been turned over to collection, please list the name and address of the collection agency. <input type="checkbox"/> Check here if not in collection	7. What was the debt incurred for? <input type="checkbox"/> 1- mortgage <input type="checkbox"/> 2- mortgage <input type="checkbox"/> Car loan or purchase <input type="checkbox"/> Medical or dental expenses <input type="checkbox"/> Business debt <input type="checkbox"/> Ticket or fine <input type="checkbox"/> Credit card <input type="checkbox"/> Other (list):

8. Have you been sued on this debt? **Yes** **No**. If yes, please attach copies of all court papers you have regarding the lawsuit.

9. How much do you owe on this debt (current balance claimed by creditor)? \$

10. What are your monthly payments (if any)? \$

11. How many payments are you behind (if any)? **Check here if current** \$

12. When did you last make a payment on this debt?

13. If any of your, or your spouse's, property is collateral for this debt (e.g., a deed of trust or mortgage, a lien, car title held by a lender), please list: **Check here if none**

<i>Description Of property</i>	<i>Location</i>	<i>Owner</i>	<i>Do you want to...</i>	<i>Value</i>
			<input type="checkbox"/> Keep it <input type="checkbox"/> Give it back	\$
			<input type="checkbox"/> Keep it <input type="checkbox"/> Give it back	\$
			<input type="checkbox"/> Keep it <input type="checkbox"/> Give it back	\$

14. If anyone has guaranteed, cosigned, or agreed to pay this debt, or is otherwise liable with you or your spouse, please list: **Check here if none**

<i>Name of person or entity</i>	<i>Address</i>

15. If you or your spouse dispute this debt or liability, disagree that you owe it, or disagree with the amount claimed by the creditor, please describe why? **Check here if none**

Debt Or Liability

Please complete a separate form for **each** debt you or your spouse owe, and for each liability (something that you may owe) that you may have or that someone may believe you will owe (even if you do not believe you owe it).

1. What is the creditor's name?	2. What is the account number (if any)?
3. What is the creditor's address?	4. When was the debt incurred?
	5. If you are married, is this debt... <input type="checkbox"/> owed by you <input type="checkbox"/> owed by your spouse <input type="checkbox"/> owed by both of you <input type="checkbox"/> owed by someone else
6. If this debt has been turned over to collection, please list the name and address of the collection agency. <input type="checkbox"/> Check here if not in collection	7. What was the debt incurred for? <input type="checkbox"/> 1- mortgage <input type="checkbox"/> 2- mortgage <input type="checkbox"/> Car loan or purchase <input type="checkbox"/> Medical or dental expenses <input type="checkbox"/> Business debt <input type="checkbox"/> Ticket or fine <input type="checkbox"/> Credit card <input type="checkbox"/> Other (list):

8. Have you been sued on this debt? **Yes** **No**. If yes, please attach copies of all court papers you have regarding the lawsuit.

9. How much do you owe on this debt (current balance claimed by creditor)? \$

10. What are your monthly payments (if any)? \$

11. How many payments are you behind (if any)? **Check here if current** \$

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			<input type="checkbox"/> Keep it <input type="checkbox"/> Give it back	\$
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<i>Description Of property</i>	<i>Location</i>	<i>Owner</i>	<i>Do you want to...</i>	<i>Value</i>
			<input type="checkbox"/> Keep it <input type="checkbox"/> Give it back	\$
			<input type="checkbox"/> Keep it <input type="checkbox"/> Give it back	\$
			<input type="checkbox"/> Keep it <input type="checkbox"/> Give it back	\$

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<i>Name of person or entity</i>	<i>Address</i>

15. If you or your spouse dispute this debt or liability, disagree that you owe it, or disagree with the amount claimed by the creditor, please describe why? **Check here if none**

No matter what type of bankruptcy you file under in Washington you must appear at your first meeting of creditors (referred to as the 341 meeting) in front of the bankruptcy trustee and any creditors that decide to show up. If you and your spouse are filing jointly, your spouse must attend the meeting as well. The meeting generally takes place approximately 20-30 days after you file your bankruptcy petition. Both the trustee and your creditors can ask you questions under oath about your assets and debts. (If you have filed a Chapter 11, the trustee will conduct a telephone conference with you and Tim prior to the 341 meeting.) There is no judge that shows up to the meeting.

The 341 Meeting- Meeting of Creditors

The 341 meeting is usually a very short meeting lasting about 15 minutes. You will meet Tim at the hearing room on the 2nd floor of the Federal Building. If Tim is not able to attend the hearing with you, we will let you know and arrange for another qualified attorney to be there with you.

The Federal Building is located at 500 West 12th Street, Vancouver, Washington, between Franklin St. and Esther St. The Federal Building a secured facility with metal detectors and guards, you will not be allowed in the building without picture ID.

There are approximately 10 debtors scheduled within that hour. You maybe first, you may be last, the Trustee may be running late, please allow enough time in your day to not only be at the hearing on time but maybe even beyond the scheduled time. We cannot control the time frame nor predict whether the Trustee will be running late or on time.

Again, you will need to bring your 1) driver's license, and 2) proof of your social security number in the form of your original social security card or a copy of your most recent W-2, to the meeting for identity verification purposes. The trustee will *typically* ask you the following questions:

- Your name, address, and telephone number
- Where you currently reside
- Confirmation of your assets and debts
- Whether you have disposed of any substantial assets in the past two years prior to filing your bankruptcy
- If you are inheriting any money in the near future
- Financial circumstances that led to your bankruptcy filing
- Whether you have filed for bankruptcy before and where and when you filed

The trustee's job is to review your income and expenses to determine if there are any excess funds after deducting your living expenses to pay your creditors. Most of the time, creditors don't show up at the creditor's meetings. If they do object for some reason, they have 60 days after the 341 meeting to convince the bankruptcy court not to discharge the debt.

What to wear- suit and tie is not necessary or even expected. Dress nice/casual, if at all possible. Maybe you're coming from work and you're a construction worker, then you come as you are. Just be there is the most important thing.

****NOTICE****

Proof of ID and Social Security Number Required at §341 Meeting of Creditors

The United States Trustee requires individual bankruptcy debtors to provide, at the meeting of creditors, satisfactory proof of identity and proof of social security number. Debtors will need to bring both picture ID and proof of social security number to that meeting.

Acceptable proof is listed below.

*** ORIGINAL DOCUMENTS ARE REQUIRED ***

A. Picture ID:

- 1) state driver's license
- 2) government ID
- 3) state ID
- 4) student ID
- 5) U.S. passport
- 6) military ID
- 7) resident alien card
- 8) Mexican consulate card (“matricula consular”)

B. Proof of SSN:

- 1) social security card
- 2) medical insurance card
- 3) pay stub
- 4) W-2 form
- 5) Internal Revenue Service Form 1099
- 6) Social Security Administration report

For information on how to change an incorrect social security number or names go to: http://www.justice.gov/ust/r18/seattle/general_info.htm

Locations:

Vancouver - (hearings and sec. 341(a) meetings only)

[last updated: 05/15/2008]

Address:

Federal Building
500 W. 12th, Second Floor
Vancouver, WA 98660



YAHOO! Maps

Directions:

I-5 south to exit 1C (Vancouver/MillPlain/City Center). Turn right at stop sign at bottom of ramp and merge onto E 15th St. Turn left onto W. Washington St. Turn right onto W. 12th. Go three blocks to Esther. Federal Building is on corner of 12th and Esther.

Parking:

Street parking is available near the federal building. The parking lot adjacent to the building is reserved for building tenants.

Public Transportation:

C-Tran operates the 97 Free Shuttle from downtown to 12th and Esther. For more information contact C-Tran at (360) 695-0123

Reaffirmation Agreements

A reaffirmation agreement is a contract between a debtor and a creditor to keep the creditor's debt out of the bankruptcy. This means that the debt in question *will not* be discharged, and the debtor will have to repay it after the bankruptcy. In effect, signing a reaffirmation agreement puts the debtor back on the hook for the debt. You do not have to sign reaffirmation agreements in many cases. Since the whole purpose of filing a bankruptcy is to get rid of debts, you should be very careful about agreeing to sign reaffirmation agreements. In fact, you should not sign a reaffirmation agreement without first talking to your attorney about the consequences of doing it.

Reaffirmation agreements, although required by the bankruptcy laws for every secured debt that the debtor will continue to pay, *are often not necessary in practice*. This is because the only penalty for failure to sign the reaffirmation is that the creditor might repossess the collateral securing the loan. The collateral is usually a car or a house for consumer bankruptcies. The creditor, however, wants money, not collateral, so the creditor prefers to continue to receive payments and interest rather than take the collateral. If the creditor decides to take the collateral because the debtor did not reaffirm the debt, then the creditor will not get any payments, because the bankruptcy discharged the debt. The creditor will also have to pay to foreclose on the house, or to repossess the car, which is expensive. Thus, if the creditor insists on a reaffirmation agreement, then the creditor might get stuck with the collateral and will not get any payments. This is exactly what the creditor does not want. Creditors want predictable monthly payments, they do not want to auction off cars and houses for a fraction of their value.

Because insisting on the reaffirmation agreement is often a losing game for creditors, many creditors will simply allow the debtor to keep making the normal payments and keep the collateral. This is the best option for the debtor because you will have the collateral (i.e. you can live in the house or drive the car), but you won't be on the hook if something happens to the collateral. Examples of this are losing your job so you can't make payments, or getting your car or house destroyed by an accident or fire which is not covered by insurance. If you sign a reaffirmation agreement and one of these happens, then the creditor can sue you to collect the balance. If you haven't signed a reaffirmation, then they can't sue you for a deficiency judgment to collect the loan balance.

Two downsides of not signing the reaffirmation agreement is that lenders often will deny you access to online account records and they don't have to report the payments to the credit reporting agencies.

The lender will usually continue to accept the monthly payments, just make sure to put the loan number in the memo field of your check or money order and *keep copies as proof of payments*.

FREQUENTLY ASKED QUESTIONS

- [What is a discharge in bankruptcy?](#)

A bankruptcy discharge releases the debtor from personal liability for certain specified types of debts. In other words, the debtor is no longer legally required to pay any debts that are discharged. The discharge is a permanent order prohibiting the creditors of the debtor from taking any form of collection action on discharged debts, including legal action and communications with the debtor, such as telephone calls, letters, and personal contacts.

Although a debtor is not personally liable for discharged debts, a valid lien (i.e., a charge upon specific property to secure payment of a debt) that has not been avoided (i.e., made unenforceable) in the bankruptcy case will remain after the bankruptcy case. Therefore, a secured creditor may enforce the lien to recover the property secured by the lien.

- [When does the discharge occur?](#)

The timing of the discharge varies, depending on the chapter under which the case is filed. In a chapter 7 (liquidation) case, for example, the court usually grants the discharge promptly on expiration of the time fixed for filing a complaint objecting to discharge and the time fixed for filing a motion to dismiss the case for substantial abuse (60 days following the first date set for the 341 meeting). Typically, this occurs about four months after the date the debtor files the petition with the clerk of the bankruptcy court. In individual chapter 11 cases, and in cases under chapter 12 (adjustment of debts of a family farmer or fisherman) and 13 (adjustment of debts of an individual with regular income), the court generally grants the discharge as soon as practicable after the debtor completes all payments under the plan. Since a chapter 12 or chapter 13 plan may provide for payments to be made over three to five years, the discharge typically occurs about four years after the date of filing. The court may deny an individual debtor's discharge in a chapter 7 or 13 case if the debtor fails to complete "an instructional course concerning financial management." The Bankruptcy Code provides limited exceptions to the "financial management" requirement if the U.S. trustee or bankruptcy administrator determines there are inadequate educational programs available, or if the debtor is disabled or incapacitated or on active military duty in a combat zone.

- [How does the debtor get a discharge?](#)

Unless there is litigation involving objections to the discharge, the debtor will usually automatically receive a discharge. The Federal Rules of Bankruptcy Procedure provide for the clerk of the bankruptcy court to mail a copy of the order of discharge to all creditors, the U.S. trustee, the trustee in the case, and the trustee's attorney, if any. The debtor and the debtor's attorney also receive copies of the discharge order. The notice, which is simply a copy of the final order of discharge, is not specific as to those debts determined by the court to be non-dischargeable, i.e., not covered by the discharge. The notice informs creditors generally that the debts owed to them have been discharged and that they should not attempt any further collection. They are cautioned in the notice that continuing collection efforts could subject them to punishment for contempt. Any inadvertent failure on the part of the clerk to send the debtor or any creditor a copy of the discharge order promptly within the time required by the rules does not affect the validity of the order granting the discharge.

- [Are all of the debtor's debts discharged or only some?](#)

Not all debts are discharged. The debts discharged vary under each chapter of the Bankruptcy Code. Section 523(a) of the Code specifically excepts various categories of debts from the discharge granted to individual debtors. Therefore, the debtor must still repay those debts after bankruptcy. Congress has determined that these types of debts are not dischargeable for public policy reasons (based either on the nature of the debt or the fact that the debts were incurred due to improper behavior of the debtor, such as the debtor's drunken driving).

There are 19 categories of debt excepted from discharge under chapters 7, 11, and 12. A more limited list of exceptions applies to cases under chapter 13.

Generally speaking, the exceptions to discharge apply automatically if the language prescribed by section 523(a) applies. The most common types of nondischargeable debts are certain types of tax claims, debts not set forth by the debtor on the lists and schedules the debtor must file with the court, debts for spousal or child support or alimony, debts for willful and malicious injuries to person or property, debts to governmental units for fines and penalties, debts for most government funded or guaranteed educational loans or benefit overpayments, debts for personal injury caused by the debtor's operation of a motor vehicle while intoxicated, debts owed to

certain tax-advantaged retirement plans, and debts for certain condominium or cooperative housing fees.

The types of debts described in sections 523(a)(2), (4), and (6) (obligations affected by fraud or maliciousness) are not automatically excepted from discharge. Creditors must ask the court to determine that these debts are excepted from discharge. In the absence of an affirmative request by the creditor and the granting of the request by the court, the types of debts set out in sections 523(a)(2), (4), and (6) will be discharged.

A slightly broader discharge of debts is available to a debtor in a chapter 13 case than in a chapter 7 case. Debts dischargeable in a chapter 13, but not in chapter 7, include debts for willful and malicious injury to property, debts incurred to pay non-dischargeable tax obligations, and debts arising from property settlements in divorce or separation proceedings. Although a chapter 13 debtor generally receives a discharge only after completing all payments required by the court-approved (i.e., "confirmed") repayment plan, there are some limited circumstances under which the debtor may request the court to grant a "hardship discharge" even though the debtor has failed to complete plan payments. Such a discharge is available only to a debtor whose failure to complete plan payments is due to circumstances beyond the debtor's control. The scope of a chapter 13 "hardship discharge" is similar to that in a chapter 7 case with regard to the types of debts that are excepted from the discharge. A hardship discharge also is available in chapter 12 if the failure to complete plan payments is due to "circumstances for which the debtor should not justly be held accountable."

- [Does the debtor have the right to a discharge or can creditors object to the discharge?](#)

In chapter 7 cases, the debtor does not have an absolute right to a discharge. An objection to the debtor's discharge may be filed by a creditor, by the trustee in the case, or by the U.S. trustee. Creditors receive a notice shortly after the case is filed that sets forth much important information, including the deadline for objecting to the discharge. To object to the debtor's discharge, a creditor must file a complaint in the bankruptcy court before the deadline set out in the notice. Filing a complaint starts a lawsuit referred to in bankruptcy as an "adversary proceeding."

The court may deny a chapter 7 discharge for any of the reasons described in section 727(a) of the Bankruptcy Code, including failure to provide requested tax documents; failure to complete a

course on personal financial management; transfer or concealment of property with intent to hinder, delay, or defraud creditors; destruction or concealment of books or records; perjury and other fraudulent acts; failure to account for the loss of assets; violation of a court order or an earlier discharge in an earlier case commenced within certain time frames (discussed below) before the date the petition was filed. If the issue of the debtor's right to a discharge goes to trial, the objecting party has the burden of proving all the facts essential to the objection.

In chapter 12 and chapter 13 cases, the debtor is usually entitled to a discharge upon completion of all payments under the plan. As in chapter 7, however, discharge may not occur in chapter 13 if the debtor fails to complete a required course on personal financial management. A debtor is also ineligible for a discharge in chapter 13 if he or she received a prior discharge in another case commenced within time frames discussed the next paragraph. Unlike chapter 7, creditors do not have standing to object to the discharge of a chapter 12 or chapter 13 debtor. Creditors can object to confirmation of the repayment plan, but cannot object to the discharge if the debtor has completed making plan payments.

- [Can a debtor receive a second discharge in a later chapter 7 case?](#)

The court will deny a discharge in a later chapter 7 case if the debtor received a discharge under chapter 7 or chapter 11 in a case filed within eight years before the second petition is filed. The court will also deny a chapter 7 discharge if the debtor previously received a discharge in a chapter 12 or chapter 13 case filed within six years before the date of the filing of the second case unless (1) the debtor paid all "allowed unsecured" claims in the earlier case in full, or (2) the debtor made payments under the plan in the earlier case totaling at least 70 percent of the allowed unsecured claims and the debtor's plan was proposed in good faith and the payments represented the debtor's best effort. A debtor is ineligible for discharge under chapter 13 if he or she received a prior discharge in a chapter 7, 11, or 12 case filed four years before the current case or in a chapter 13 case filed two years before the current case.

- [Can the discharge be revoked?](#)

The court may revoke a discharge under certain circumstances. For example, a trustee, creditor, or the U.S. trustee may request that the court revoke the debtor's discharge in a chapter 7 case based on allegations that the debtor: obtained the discharge fraudulently; failed to disclose the fact that he or she acquired or became entitled to acquire property that would constitute property

of the bankruptcy estate; committed one of several acts of impropriety described in section 727(a)(6) of the Bankruptcy Code; or failed to explain any misstatements discovered in an audit of the case or fails to provide documents or information requested in an audit of the case. Typically, a request to revoke the debtor's discharge must be filed within one year of the discharge or, in some cases, before the date that the case is closed. The court will decide whether such allegations are true and, if so, whether to revoke the discharge.

In chapter 11, 12, and 13 cases, if confirmation of a plan or the discharge is obtained through fraud, the court can revoke the order of confirmation or discharge.

- [May the debtor pay a discharged debt after the bankruptcy case has been concluded?](#)

A debtor who has received a discharge may voluntarily repay any discharged debt. A debtor may repay a discharged debt even though it can no longer be legally enforced. Sometimes a debtor agrees to repay a debt because it is owed to a family member or because it represents an obligation to an individual for whom the debtor's reputation is important, such as a family doctor.

What can the debtor do if a creditor attempts to collect a discharged debt after the case is concluded?

If a creditor attempts collection efforts on a discharged debt, the debtor can file a motion with the court, reporting the action and asking that the case be reopened to address the matter. The bankruptcy court will often do so to ensure that the discharge is not violated. The discharge constitutes a permanent statutory injunction prohibiting creditors from taking any action, including the filing of a lawsuit, designed to collect a discharged debt. A creditor can be sanctioned by the court for violating the discharge injunction. The normal sanction for violating the discharge injunction is civil contempt, which is often punishable by a fine.

May an employer terminate a debtor's employment solely because the person was a debtor or failed to pay a discharged debt?

The law provides express prohibitions against discriminatory treatment of debtors by both governmental units and private employers. A governmental unit or private employer may not discriminate against a person solely because the person was a debtor, was insolvent before or during the case, or has not paid a debt that was discharged in the case. The law prohibits the following forms of governmental discrimination: terminating an employee; discriminating with

respect to hiring; or denying, revoking, suspending, or declining to renew a license, franchise, or similar privilege. A private employer may not discriminate with respect to employment if the discrimination is based solely upon the bankruptcy filing.

- [How can the Debtor obtain another Copy of the Discharge Order?](#)

If the debtor loses or misplaces the discharge order, another copy can be obtained by contacting the clerk of the bankruptcy court that entered the order. The clerk will charge a fee for searching the court records and there will be additional fees for making and certifying copies. If the case has been closed and archived there will also be a retrieval fee, and obtaining the copy will take longer.

The discharge order may be available electronically. The PACER system provides the public with electronic access to selected case information through a personal computer located in many clerk's offices. The debtor can also access PACER. Users must set up an account to acquire access to PACER, and must pay a per-page fee to download and copy documents filed electronically.