



JOEL K. MITCHELL
Attorney-at-Law

MITCHELL LAW OFFICE
1318 W Main Street
Collinsville OK 74021
Phone: (918) 371-1896
Fax: (918) 371-1895

THE PROFESSIONAL CENTER
1408 S Denver Avenue
Tulsa OK 74119
Cell: (918) 230-5844
E-mail: jkm@joelkmitchell.com

BANKRUPTCY CLIENT INTERVIEW FORM

MALE Debtor _____ FEMALE Debtor _____

Full Name: _____ Full Name: _____

Maiden/Prior-married names used within
last five years: _____

Birth Date: _____ Birth Date: _____

SSN: _____ SSN: _____

Physical Address: _____
[Street Address] [City, State and ZIP]

Mailing Address: _____
(if dif from above) [Street Address] [City, State and ZIP]

County in which you currently reside: _____

Phone: (____) _____ Phone: (____) _____

E-mail: _____ E-mail: _____

This section below to be completed only by Attorney's office.

- Northern District
- Eastern District
- Western District

- Single
- Married filing alone
- Married filing jointly

Household Size = _____
Number of Sources of Income = _____

Amount Pd Atty Upfront \$ _____ on Date: _____	<input type="checkbox"/> Paystubs	<input type="checkbox"/> Taxes	<input type="checkbox"/> Signed Docs
Subsequent Pymt to Atty \$ _____ on Date: _____	<input type="checkbox"/> Bk Stmt	<input type="checkbox"/> Deed(s)	<input type="checkbox"/> Title(s)
Subsequent Pymt to Atty \$ _____ on Date: _____	<input type="checkbox"/> Retirement	<input type="checkbox"/> SS Card	<input type="checkbox"/> Drvr Lic
Subsequent Pymt to Atty \$ _____ on Date: _____	<input type="checkbox"/> DSO Aff	<input type="checkbox"/> BK Info Sheet	<input type="checkbox"/> CC Certif(s)

Have you ever filed bankruptcy before? Y / N (circle one) _____

If so, in what year did you file it? _____ Case # if known _____

If so, in what Court did you file it? _____

If married filing jointly, as your spouse ever filed before? Y / N (circle one) _____

If so, in what year did he/she file it? _____ Case # if known _____

If so, in what Court did he/she file it? _____

+++++

Legal description of any real property (i.e., land) you own:

Date acquired _____

+++++

Name and address of your mortgage company (if any): _____

Account Number: _____

Approx. mrkt. value: \$ _____ Balance owed: \$ _____

Do you want to keep this subject to any balance? Y / N (circle one) _____

+++++

Name and address of 2nd mortgage company (if any): _____

Account Number: _____

Balance owed: \$ _____

AUTOMOBILE #1: Year: _____ Color: _____
Make: _____ Miles: _____
Model: _____ V.I.N.: _____

Names on Title: _____

Name and address of financing company (if any): _____

Account Number: _____

Approx. mrkt. value: \$ _____ Balance owed: \$ _____

Date acquired ____ / ____ / ____

Do you want to keep this subject to any balance? Y / N (circle one) _____

AUTOMOBILE #2: Year: _____ Color: _____
Make: _____ Miles: _____
Model: _____ V.I.N.: _____
Names on Title: _____

Name and address of financing company (if any): _____

Account Number: _____

Approx. mrkt. value: \$ _____ Balance owed: \$ _____

Date acquired ____ / ____ / ____

Do you want to keep this subject to any balance? Y / N (circle one) _____

+++++

AUTOMOBILE #3: Year: _____ Color: _____
Make: _____ Miles: _____
Model: _____ V.I.N.: _____
Names on Title: _____

Name and address of financing company (if any): _____

Account Number: _____

Approx. mrkt. value: \$ _____ Balance owed: \$ _____

Date acquired ____ / ____ / ____

Do you want to keep this subject to any balance? Y / N (circle one) _____

+++++

AUTOMOBILE #4: Year: _____ Color: _____
Make: _____ Miles: _____
Model: _____ V.I.N.: _____
Names on Title: _____

Name and address of financing company (if any): _____

Account Number: _____

Approx. mrkt. value: \$ _____ Balance owed: \$ _____

Date acquired ____ / ____ / ____

Do you want to keep this subject to any balance? Y / N (circle one) _____

+++++

MOTORCYCLE: Year: _____ Color: _____
Make: _____ Miles: _____
Model: _____ V.I.N.: _____
Names on Title: _____

Name and address of financing company (if any): _____

Account Number: _____

Approx. mrkt. value: \$ _____ Balance owed: \$ _____

Date acquired ____ / ____ / ____ Want to keep? Y / N (circle one) _____

A.T.V./4-WHEELER:Year: _____ Color: _____
Make: _____ Miles: _____
Model: _____ V.I.N.: _____
Names on Title: _____

Name and address of financing company (if any): _____

Account Number: _____

Approx. mrkt. value: \$ _____ Balance owed: \$ _____

Date acquired ____ / ____ / _____

Do you want to keep this subject to any balance? Y / N (circle one) _____

++++
TRACTOR/MOWER:Year: _____ Color: _____
Make: _____ Miles: _____
Model: _____ V.I.N.: _____

Name and address of financing company (if any): _____

Account Number: _____

Approx. mrkt. value: \$ _____ Balance owed: \$ _____

Date acquired ____ / ____ / _____

Do you want to keep this subject to any balance? Y / N (circle one) _____

++++
BOAT: Year: _____ Color: _____
Make: _____ Miles: _____
Model: _____ H.I.N.: _____

Name and address of financing company (if any): _____

Account Number: _____

Approx. mrkt. value: \$ _____ Balance owed: \$ _____

Date acquired ____ / ____ / _____

Do you want to keep this subject to any balance? Y / N (circle one) _____

ACCOUNT #1:

Type of Account (checking, savings, retirement): _____

Names on Account: _____

Name of Financial Institution: _____

Current Account Balance: _____

+++++
ACCOUNT #2:

Type of Account (checking, savings, retirement): _____

Names on Account: _____

Name of Financial Institution: _____

Current Account Balance: _____

+++++
ACCOUNT #3:

Type of Account (checking, savings, retirement): _____

Names on Account: _____

Name of Financial Institution: _____

Current Account Balance: _____

+++++
ACCOUNT #4:

Type of Account (checking, savings, retirement): _____

Names on Account: _____

Name of Financial Institution: _____

Current Account Balance: _____

OTHER ASSETS

Do you own a time-share condo? Y / N (circle one) _____

If so, give location: _____

If so, give name and address of company from whom you purchased it:

Date acquired ____ / ____ / _____

Do you have a retirement account? Y / N (circle one) _____

If so, describe each: _____

Do you own any stocks, bonds, or investments? Y / N (circle one) _____

If so, describe each: Company # of Shares Date Bought Current \$ Value

After you pay me to do your bankruptcy, how much undeposited cash (money not in a bank account) will your household have in its possession?

\$ _____

How much do you consider the garage-sale value of you and your children's (if any) clothes to be?

\$ _____

Do you have a book, art, stamp, coin or "collection"? Y / N (circle one) _____

If yes, please state the dollar amount you believe it is worth, the date you acquired the collection (or the date you acquired the most recent addition to your collection, if it is a collection acquired over time), and a description of it.

\$ _____ / _____ (description)

\$ _____ / _____ (description)

\$ _____ / _____

Do you own any musical instruments? Y / N (circle one) _____

If yes, please state the dollar amount you believe each is worth, the date you acquired it, and a description of it.

\$ _____ / _____ (description)

\$ _____ / _____ (description)

\$ _____ / _____ (description)

\$ _____ / _____ (description)

Do you own any jewelry? Y / N (circle one) _____

If yes, please state the dollar amount you believe each is worth, the date you acquired it, and a description of it.

\$ _____ / _____ (description)

\$ _____ / _____ (description)

\$ _____ / _____ (description)

\$ _____ / _____ (description)

\$ _____ / _____ (description)

Do you own any firearms or weaponry? Y / N (circle one) _____

If yes, please state the dollar amount you believe it is worth, the date you acquired the collection (or the date you acquired the most recent addition to your collection, if it is a collection acquired over time), and a description of it.

\$ _____	_____/____	_____ (description)
\$ _____	_____/____	_____ (description)
\$ _____	_____/____	_____ (description)
\$ _____	_____/____	_____ (description)
\$ _____	_____/____	_____ (description)
\$ _____	_____/____	_____ (description)
\$ _____	_____/____	_____ (description)
\$ _____	_____/____	_____ (description)

Do you own any livestock of farm animals? Y / N (circle one) _____

If yes, please state the dollar amount you believe it is worth, the date you acquired the collection (or the date you acquired the most recent addition to your collection, if it is a collection acquired over time), and a description of it.

\$ _____	_____/____	_____ (description)
\$ _____	_____/____	_____ (description)
\$ _____	_____/____	_____ (description)
\$ _____	_____/____	_____ (description)
\$ _____	_____/____	_____ (description)
\$ _____	_____/____	_____ (description)
\$ _____	_____/____	_____ (description)
\$ _____	_____/____	_____ (description)

List every laundry or kitchen appliance you have. Please state the dollar amount you believe it is worth now (e.g., garage sale value or, if purchased within the last 6 months, the amount paid for it), the date you acquired it (your best guess if not known, month and year), and a description of the item. Use the table below. If you have no idea of the current value, put amount paid for item regardless of how long ago; and if you have no idea what was paid for the item, write “don’t know”. You do not need to list items fixed to the house (e.g., stove, dishwasher, sink). Below are examples. Cross out those you don’t have, and add to those you do.

<i>Description of Item</i>	<i>Date Acquired (month / year)</i>	<i>Current Value (best estimate)</i>
Washer		
Dryer		
Microwave		
Coffee Maker		
Refrigerator		

List every electronic gadget you have. Please state the dollar amount you believe it is worth now (e.g., garage sale value or, if purchased within the last 6 months, the amount paid for it), the date you acquired it (your best guess if not known, month and year), and a description of the item. Use the table below. If you have no idea of the current value, put amount paid for item regardless of how long ago. If you have no idea what was paid, write “don’t know”. You need not list items affixed to your home or automobile (e.g., security system, car stereo). Following are examples. Cross out those you don’t have; add to those you do.

<i>Description of Item</i>	<i>Date Acquired (month / year)</i>	<i>Current Value (best estimate)</i>
TV		
Xbox, PlayStation, AmazonFire, Roku or similar device		
Computer/tablet and related printer or monitor device		
Stereo System with Speakers		
Cellular phone, including Smartphones		

List every item of furniture you have. Please state the dollar amount you believe it is worth now (e.g., garage sale value or, if purchased within the last 6 months, the amount paid for it), the date you acquired it (your best guess if not known, month and year), and a description. If you do not know the current value, put amount actually paid; and if you do not know what was paid, write "don't know". You need not list items fixed to the house (e.g., cabinet or shelf built into wall). Below are examples. Cross out those you don't have, and add to those you do.

<i>Description of Item</i>	<i>Date Acquired (month / year)</i>	<i>Current Value (best estimate)</i>
Sofa/Couch		
Loveseat (or smaller sofa/couch)		
Living room chair		
Coffee table		
End table or end table set		
TV Stand or Entertainment Center		
Desk (for computer, work, study or other purpose)		
Armoire		
Corner Cabinet		
Kitchen Chairs		
Kitchen Table		
Dining Room Chairs (if separate from Kitchen)		
Dining Room Table (if separate from Kitchen)		
Bedroom Dresser or Chest of Drawers		
Bedroom Chair or other sitting furniture		
Bed, including mattresses and any headboard		
Nightstand or nightstand set		
Child's or children's bed or beds		
Child's or children's bedroom furniture		
Toys (no need for date here, but put total value)		
Children's handheld videogaming systems or game discs that go with gaming system listed earlier with electronics		

EMPLOYMENT INFORMATION

JOB AT NOW OR HAVE WORKED IN LAST 6 MOS	<i>Debtor</i>	<i>Spouse</i>
<i>Name of Employer</i>		
<i>Employer's Physical Address</i>		
<i>How Long Worked There</i>	____ yrs & ____ mos	____ yrs & ____ mos
<i>If Worked Last 6 Mos but not Now, Date Stopped Working</i>	____ / ____ / ____	____ / ____ / ____
<i>How Often Paid (monthly, weekly, every other week)</i>		

ADDITIONAL JOB AT NOW OR WITHIN LAST 6 MOS	<i>Debtor</i>	<i>Spouse</i>
<i>Name of Employer</i>		
<i>Address of Employer (at least city and state)</i>		
<i>How Long Worked There</i>	____ yrs & ____ mos	____ yrs & ____ mos
<i>If Worked Last 6 Mos but not Now, Date Stopped Working</i>	____ / ____ / ____	____ / ____ / ____
<i>How Often Paid (monthly, weekly, every other week)</i>		

OTHER INCOME

Monthly income from alimony or child support: \$ _____
Monthly income from retirement or pension: \$ _____
Monthly income from mineral or oil interest \$ _____
Monthly income from Social Security Income \$ _____
Monthly income from Social Security Disability \$ _____
Monthly income from Veteran's Administration \$ _____
Monthly income from Worker's Compensation \$ _____
Monthly income from Food Stamps or TANF \$ _____
Weekly income from Unemployment Comp. \$ _____

CHILDREN UNDER 18 WHO RESIDE PRIMARILY IN YOUR HOME

NAME	AGE

OTHER ADULTS WHO USUALLY RESIDE IN YOUR HOME (including adult children)

NAME	AGE

MONTHLY EXPENSES

Rent or Mortgage Payment Where You Live	
Electric + Natural Gas	
Water + Sewer + Trash	
Cell Phone + Landline + Internet + Satellite or Cable TV	
Food and Housekeeping Supplies	
Childcare + Child School Costs	
Clothing + Shoes + Laundry + Dry-Cleaning	
Personal Care Products & Services (e.g., toothpaste, haircuts)	
Uninsured/Uncovered Medical + Dental + Eye Expenses	
Transportation (e.g., gasoline fuel, taxi)	
Entertainment (e.g., gym, clubs, online subscriptions, recreational activities)	
Charitable Contributions or Church Tithe	
Life Insurance (don't list if deducted from paycheck)	
Health Insurance (don't list if deducted from paycheck)	
Vehicle/Automobile Insurance	
Any Other Type of Insurance	
Back Income Taxes (monthly payment toward back fed or state income tax)	
Installment or Lease Payment for Automobile #1	
Installment or Lease Payment for Automobile #2	
Installment or Lease Payment for Automobile #3	
Installment or Lease Payment for Boat	
Installment or Lease Payment for Motorcycle	
Installment or Lease Payment for ATV or 4-Wheeler	
Installment or Lease Payment for RV or Camper	
Lease Payment for Storage Space	
Other Lease or Installment Payment (if any, describe here)	
Payment(s) of Child Support and/or Alimony	
Rent or Mortgage for Additional Property (NOT where you live)	
Real Estate or Property Tax (don't list if deducted from mrtg pymts)	
Property or Homeowner or Renter Insurance	
Homeowner Association or Condo Dues	
Student Loans	
Other	
Other	
Other	
Other	
Other	
Other	

CURRENT MARITAL STATUS

Are you legally married at this time (if not or if 'single,' answer 'N') ? Y / N (circle one) _____

PRIOR ADDRESSES WITHIN THE LAST 3 YRS

<i>Address</i>	<i>Begin Mo/Yr of Residency</i>	<i>End Mo/Yr of Residency</i>

INCOME FROM WORK FROM JOB(S) AND/OR ANY SELF-EMPLOYMENT

<i>Year</i>	<i>Amount</i>	<i>Source</i> <i>(e.g., Social Security, VA Disability, Child Support)</i>
This Year-To-Date		
Last Year		
The Year Before Last		

PAYMENTS TO INSIDERS WITHIN THE PAST YEAR

Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider? An insider is a parent, child, sibling, spouse not filing bankruptcy with you, or other family member, as well as a close friend or acquaintance or your employer, if any. You do NOT need to include 401(K) loans or other repayment of employer loans secured by retirement accounts. Further, you do NOT need to include alimony, child support, or other obligations you are ordered to pay in a divorce or other family Court case or a DHS child support case.

<i>Name of Insider</i>	<i>Payment Date</i>	<i>Amount Paid</i>	<i>Amount Owed</i>

PAYMENTS FOR INSIDERS WITHIN THE PAST YEAR

Within the past 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider? Include payments on debts guaranteed or cosigned by an insider.

<i>Name of Insider</i>	<i>Payment Date</i>	<i>Amount Paid</i>	<i>Amount Owed</i>

REPOSSESSIONS OR FORECLOSURES WITHIN THE LAST YEAR

Within the last 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?

<i>Creditor Name</i>	<i>Description of Property</i>	<i>Month & Year of Repo or Foreclosure</i>	<i>Estimated Value of Property</i>
		____ / ____	\$ _____
		____ / ____	\$ _____
		____ / ____	\$ _____
		____ / ____	\$ _____
		____ / ____	\$ _____
		____ / ____	\$ _____
		____ / ____	\$ _____
		____ / ____	\$ _____
		____ / ____	\$ _____
		____ / ____	\$ _____

GIFTS YOU MADE WITHIN THE PAST 2 YEARS

Within the last 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

<i>Gift Recipient Name</i>	<i>Recipient's Relation to You</i>	<i>Description of Gift</i>	<i>Estimated Value of Gift</i>	<i>Date of Gift</i>
			\$ _____	___ / ___
			\$ _____	___ / ___
			\$ _____	___ / ___
			\$ _____	___ / ___
			\$ _____	___ / ___
			\$ _____	___ / ___
			\$ _____	___ / ___
			\$ _____	___ / ___
			\$ _____	___ / ___
			\$ _____	___ / ___

CHARITABLE CONTRIBUTIONS YOU MADE WITHIN THE PAST 2 YEARS

Within the last 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

<i>Recipient Name</i>	<i>Recipient's Relation to You</i>	<i>Description of Gift</i>	<i>Estimated Value of Gift</i>	<i>Date of Gift</i>
			\$ _____	____ / ____
			\$ _____	____ / ____
			\$ _____	____ / ____
			\$ _____	____ / ____
			\$ _____	____ / ____
			\$ _____	____ / ____
			\$ _____	____ / ____
			\$ _____	____ / ____
			\$ _____	____ / ____
			\$ _____	____ / ____

LOSSES FROM FIRE, NATURAL DISASTER OR GAMBLING WITHIN PAST 2 YEARS

Within the last 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

<i>Description of Property Lost</i>	<i>Description of Any Insurance Coverage</i>	<i>Month & Year of Loss</i>	<i>Estimated Amount of Loss</i>
		___ / ___	\$ _____
		___ / ___	\$ _____
		___ / ___	\$ _____
		___ / ___	\$ _____
		___ / ___	\$ _____

PAYMENTS RELATED TO BANKRUPTCY OR FOR HELP AGAINST CREDITORS WITHIN THE PAST 1 YEAR

Within the last 1 year, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition? Include credit-counseling agencies, prior attorneys, and this current attorney. Also, beside payments specifically related to the bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?

<i>Recipient Name</i>	<i>Person Who Paid (if not you)</i>	<i>Description or Purpose of Payment</i>	<i>Month & Year of Payment</i>	<i>Amount of Payment</i>
			___ / ___	\$ _____
			___ / ___	\$ _____
			___ / ___	\$ _____
			___ / ___	\$ _____
			___ / ___	\$ _____

PROPERTY TRANSFERS WITHIN THE PAST 2 YEARS

Within the last 2 years, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your work-related business or normal financial affairs? Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

<i>Recipient Name</i>	<i>Recipient Relation to You</i>	<i>Estimated Value of Property</i>	<i>Description of Property</i>	<i>Month & Year of Transfer</i>
		\$ _____		____ / ____
		\$ _____		____ / ____
		\$ _____		____ / ____
		\$ _____		____ / ____
		\$ _____		____ / ____
		\$ _____		____ / ____

TRUSTS TO WHICH ARE A TRUSTEE OR BENEFICIARY

Are you the Trustee of a Trust? If so, please explain in detail. Also, within 10 years, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary or person who may later receive such property from the trust? If so, please explain in detail.

FINANCIAL ACCOUNTS CLOSED WITHIN THE PAST 1 YEAR

Within the last 1 year, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred? Include any checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

<i>Institution Name</i>	<i>Account Number</i>	<i>Type of Account</i>	<i>Month & Year of Closure</i>	<i>Amount</i>
			___ / ___	\$ _____
			___ / ___	\$ _____
			___ / ___	\$ _____
			___ / ___	\$ _____
			___ / ___	\$ _____
			___ / ___	\$ _____
			___ / ___	\$ _____

SAFE DEPOSIT BOXES WITHIN PAST 1 YEAR

Within the last 1 year, have you closed or taken any items out of any safe deposit box or other depository for securities, cash, or other valuables? Please explain, describing the item and the month & year you took out the item or close the box completely. Also, do you have a safe deposit box still now at this time? If so, please state the month & year you opened it and describe all items, and the estimated value of those items, in any such safe deposit boxes.

I learned about Joel K. Mitchell, Attorney-at-Law from the following source [check the appropriate box]:

- Yahoo Google Bing Facebook
- Other search engine or site: _____
- Referred by: _____
- Used Mr. Mitchell as an attorney previously

I declare that the information provided in the foregoing Bankruptcy Client Interview Form is true and correct to the best of my knowledge.

Signature of Debtor

____/____/____
Date

Signature of Co-Debtor

____/____/____
Date

AGREEMENT GOVERNING ATTORNEY'S FEES AND COSTS

1. IDENTIFICATION OF PARTIES

This *Agreement Governing Attorney's Fees and Costs*, hereinafter referred to as "Agreement," is made between JOEL K. MITCHELL, ATTORNEY-AT-LAW, hereafter referred to as "Attorney," and _____, hereinafter referred to as "Client" (collectively referred to as "Client" if a married couple filing jointly).

2. RESPONSIBILITIES OF ATTORNEY

Attorney will perform legal services relative to legal representation of Client in a Chapter 7 bankruptcy case. Client understands that if Client qualifies to file under Chapter 7 based on Attorney's determination and if Client provides Attorney with all documents listed in Section 4 of this Agreement, then Attorney will:

- A. meet with Client once in person to discuss Client's bankruptcy options and answer any reasonable questions Client has about bankruptcy;
- B. prepare client's Chapter 7 bankruptcy paperwork and forward by mail to client;
- C. make any changes or revisions to the prepared paperwork that Attorney deems necessary after Client has reviewed those documents and provided any feedback;
- D. file Client's bankruptcy paperwork and 1st credit counseling certificate electronically within no more than 10 days after receiving those items from Client if Client qualifies for bankruptcy and has completed his or her responsibilities under this Agreement;
- E. attend the "meeting of the creditors" court date with Client and attend any other court dates prior to closure of the case which it is necessary for Attorney to attend; however, if a 2nd or subsequent Court date is set because Client failed to appear the prior court date, then Attorney will not appear until Client has paid Attorney \$200.00 in advance of said court date;
- F. execute any necessary reaffirmation agreements which Attorney determines to be in Client's best interests and that Client has the disposable income to pay toward going forward after bankruptcy;
- G. respond to any reasonable requests of the U.S. trustee, including but not limited to preparing and filing amendments;
- H. file electronically Client's 2nd credit counseling certificate within no more than 10 days after receiving it from Client;
- I. from the date retained until the date the case is closed, respond to client calls, e-mails and communications which are reasonable in content and amount.

Client understands that, under this Agreement, Attorney will NOT represent client in: (1) the bankruptcy case after it is closed, including but not limited to motions to reopen based on alleged fraud or Client's failure to complete the 2nd credit counseling course; (2) adversary proceedings cases or filed with the Bankruptcy Court to which debtor is a party, including but not limited to cases where a creditor alleges fraud or where debtor files an adversary proceeding seeking to charge student loans or other typically non-dischargeable debts; (3) any other Court cases, including but not limited to county or district court cases in which Client is being sued by a creditor for indebtedness or foreclosure, although Attorney will give an unrepresented Client his opinion on how Attorney believes Client should handle the case and Attorney will list in the bankruptcy those creditors, their attorneys, and the court clerks where those cases are pending, thereby giving those persons notice of the bankruptcy filing. If Client pays a separate, additional retainer not under this Agreement, Attorney will consider representing Client in an adversary proceeding or district/county court case.

Client understands that, under this Agreement, Attorney will NOT forward Client file-stamped copies of court documents filed in the case. In bankruptcy cases, all pleadings, documents, orders and notices are filed electronically and are, within three business days afterwards, mailed out by the Court Clerk of the Bankruptcy Court to all creditors, to Client, to Attorney, to the Judge, to the Trustee assigned to the case, and to the U.S. Trustee's Office.

Further, Client understands that because Attorney files bankruptcies with the bankruptcy courts electronically, Client will NOT receive a file-stamped copy of Client's bankruptcy papers. If Client desires a copy, Attorney shall at Client's request produce a copy of any document that was filed with the Court, although such copy will not be sealed, certified, or file-stamped.

Finally, Client understands and agrees that any documents, whether originals or copies, provided to Attorney pursuant to the bankruptcy case will not be returned to Client until the meeting of the creditors court date, or if Attorney deems necessary, not until the closure of the case. Accordingly, Client is encouraged to make copies of documents being provided to Attorney and to give Attorney the copies and to retain the originals of all such documents. In fact, Attorney encourages Client to keep originals of titles, taxes, and mortgage information.

3. RESPONSIBILITIES OF CLIENT. Under this Agreement, Client agrees to do and will do:

- A. Be truthful and honest with Attorney and the information provided to Attorney. Further, Client agrees to inform Attorney of anything Client thinks Attorney "ought to know".
- B. Advise Attorney of all property that Client has which Client believes to be worth more than \$100.00, based on either resale value, garage sale value, or bluebook value.
- C. Inform Attorney of any property Client purchases or sells for more than \$100.00 between the date of this Agreement and the closure of the bankruptcy case.
- D. Agree not to purchase, sell, transfer or deed any house, land or other real property at any time between the date of this Agreement and closure of this case, without first notifying Attorney.
- E. Agree not to purchase, sell, transfer or change title to any automobile, motorcycle, ATV, boat or other marine device, or other motorized property with a title at any time between the date of this Agreement and the closure of the bankruptcy case, without first notifying Attorney.
- F. Inform Attorney of changes in Client's employment or financial situation, providing updated income and expense documentation at Attorney's request.
- G. Advise honestly and accurately Attorney of all sources of income Client has, and to provide documentation for each such source which documentation is available to Client.
- H. Advise honestly and accurately of all persons, adults and children, relatives or not, with whom Client lives or resides, and to keep Attorney up-to-date of living situation changes.
- I. Inform Attorney of changes in Client's address and phone numbers.
- J. Complete the 1st credit counseling course within 90 days of this Agreement, deliver/fax/mail/e-mail to Attorney any certificate Client may receive from the credit counseling agency that documents completion of such course.
- K. Complete the 2nd credit counseling course within no more than 30 days after the first scheduled meeting of the creditors, which court date typically falls four to six weeks after the filing of Client's bankruptcy case, and e-mail/mail/fax/deliver to Attorney any certificate Client may receive from the credit counseling agency showing completion.
- L. Appear at the "meeting of the creditors" court date and any other court dates or events at which Attorney advises Client to appear or which the Court orders Client to appear.
- M. Provide Attorney with a copy of all documents listed in Section 4 of this Agreement within 90 days of this Agreement.
- N. Pay Attorney in accordance with Section 5 of this Agreement within no more than 120 days of this Agreement, unless Attorney and Client have expressly agreed to a longer time-period.

Client understands and agrees that a failure by Client to substantially and timely perform any of Client's Responsibilities listed anywhere in (A.), (B.), (C.), (D.), (E.), (F.), (G.), (H.), (I.), (J.), (K.) or (L.) above may result in Client's being unable to file for Chapter 7 bankruptcy relief or may negatively impact Client's existing bankruptcy case if already filed. Client understands that such a failure allows Attorney, if Attorney so chooses, to retain all funds paid by Client (except, if the case is not yet filed, Attorney will refund Client the \$335 filing fee), and to no longer be obligated to perform work under this Agreement.

Client understand and agrees that if Client is late to or wholly fails to appear at a Court date scheduled in his or her case, as stated in earlier in subsection (L), Attorney cannot guarantee the success of the case; also, in the event Client is late or fails to appear at a Court date and as a result that Court date is rescheduled or continued to another date, then Client must advance Attorney an additional \$200.00 prior to that next Court date. In such instance, this payment is required because Attorney would have to take his time and have up to a half-day consumed with going to Court again on Client's case due to Client's failure to appear or appear on time, regardless of the reason for the tardiness of failure to appear previously.

Client understands and agrees that if Client fails the requirement listed earlier in subsection (K.) in regard to timely completion of the 2nd credit counseling course, and Client wants to correct this situation caused Client's failure and to ensure that Client's discharge is not denied but the case is still active and the Court has not yet denied the discharge, Client must advance Attorney an additional \$200.00 for Attorney to prepare the then-necessary Motion to Extend Time to File Financial Management Certificate and proposed Order on said Motion. If in such event the Court has already closed the case and denied the discharge, then Attorney would still require that \$200.00 sum and need to prepare Motion and Order but would also be required to prepare an additional motion called a Motion to Reopen and a proposed Order on that, and would thus require yet an additional \$200.00 sum for doing that work, and would also need an additional \$260.00 to pay the court filing fee for a Motion to Reopen due to Client's failure to timely complete the 2nd credit counseling course, in which case Client would spend up to an additional \$660.00 to have the case reopened and the necessary documents completed to obtain a discharge.

Client further understands and agrees that a failure by Client to substantially and timely perform any of Client's Responsibilities listed in Section 3, subsection (M.) or (N.), on the foregoing page of this Agreement may result in either a delay in the filing of Client's bankruptcy case or in an inability by Client to be qualify or to otherwise be able to file a Chapter 7 bankruptcy case. Further, Client understands that the same failure may result in an additional charge by \$200.00 by Attorney to be paid before further work is done and the case is filed since, due to the delay and the passage of time, Attorney would have to perform further work updating Client's bankruptcy documents, particularly those related to income, before Attorney could file Client's bankruptcy case.

Client understands that the situations stated above on this page where Client would be required to pay Attorney amounts in addition to the retainer amount stated in this Agreement are uncommon and can be avoided if Client heeds Attorney's advice and fully and timely performs Client's responsibilities under the terms of this Agreement.

Finally, Client understands that, and acknowledges that he has been advised by Attorney that, Client is to be honest and fully disclose all assets (i.e., property Client owns), liabilities (i.e., creditors or persons to which Client owes money), sources of income (e.g., job, support from other person, or income from government), and living expenses, with accuracy. While Attorney does represent Client, both Attorney and Client do have a duty by law to honestly and accurately disclose these items and facts to the Court. Further, Client shall disclose any change in circumstances as to any of the same (assets, liabilities, income, or living expenses) prior to filing or during the pendency of the case.

4. DOCUMENTATION THAT ATTORNEY REQUIRES CLIENT PRODUCE TO ATTORNEY

The “Dozen Things” List:

Prior to Attorney’s filing of Client’s bankruptcy petition, Client shall provide Attorney with copies of the following documents, which are needed by Attorney to draft Client’s bankruptcy petition:

- (1) DRIVER’S LICENSE (or other form of photo identification if you have no driver’s license);
- (2) SOCIAL SECURITY CARD (not filed as public record, but Court must confirm number);
- (3) TAX RETURNS, both federal and state, for the last 2 tax years (if you cannot access these documents, you must sign an IRS Tax Transcript Request form provided to you by Attorney);
- (4) DIVORCE OR DOMESTIC SUPPORT ORDER, if divorced within the last 2 years, regardless of any ongoing Court orders, or if currently Court-ordered to pay alimony or child support to anyone;
- (5) PAYSTUBS for the last 6 months from any employer you worked for during that time (if you didn’t save them, you will need to obtain a summary printout from the employer);
- (6) OTHER INCOME DOCUMENTATION, including at least one document as to child support, alimony, pension or retirement income, social security or veteran’s benefits;
- (7) TITLES to all automobiles, motorcycles, boats, etc., on which your name appears;
- (8) MORTGAGES AND/OR DEEDS containing the legal description for any real property, house or land on which your name appears;
- (9) ACCOUNT STATEMENTS, covering the last 3 months (or annual quarter), for any checking, savings, investment, 401(k), Roth IRA, or other retirement account on which you are named;
- (10) EXPENSE DOCUMENTATION covering the last 3 months of any utility bill, car payment, house payment, childcare or other expense you regularly make, and also any receipts you may have saved showing food and gasoline purchases [Much of this information will appear in your bank account statements, but do your best to round up what you can];
- (11) DEBT STATEMENTS, whether recent or not, for any debts which Client seeks to discharge, credit card, medical, [Of course, many will appear on your credit report too].
- (12) BANKRUPTCY CLIENT INTERVIEW FORM, filled out and completed by Client.

5. PAYMENT

Client understands that Attorney will prepare client’s Chapter 7 bankruptcy, attend the meeting of the creditors, execute any necessary reaffirmation agreements which Attorney determines to be in Client’s best interests, and respond to any reasonable requests of the U.S. trustee for a flat fee of \$1,335.00. Of those funds received by Attorney, \$335.00 is used to pay the Court filing fee. However, fees charged by credit counseling agencies are not paid out of those funds, unless Client uses www.debtorcc.org in which case Attorney will provide Client with a coupon code saving Client and costing Attorney about \$25. Unless that agency is used, Client pays for the courses, apart from the agreed amounts Client pays Attorney; and Client pays any credit counseling agency directly and not through Attorney. Although Client does not have to pay the entire retainer amount upfront, Client agrees and understands that Attorney will not file the case until Attorney’s total fee is paid in full and Client and is otherwise in compliance with this Section 5 of this Agreement. Attorney will pay for a credit report too, costing Attorney \$25 per person (As such, of the \$1,335 paid, Attorney earns \$950 for a single person and \$925 for a married couple filing jointly). Further, Client agrees and understands that Attorney will not prepare Client’s documents and do any other work on Client’s case if Client has not paid Attorney at least \$500.00 of the total \$1,335.00 retainer amount upfront, which amount would go toward Attorney’s work and certainly not the filing fee. Finally, Client agrees and understands that if Client retains Attorney and puts down some money toward the bankruptcy but not the full sum sufficient to file the case, and then fails to comply with Section 3, subsection (M.) and (N.) above, then Client may forfeit Client’s money or be required to pay further funds per the last paragraph under Section 4 of this Agreement.

BANKRUPTCY INFORMATION SHEET

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

IMPORTANT NOTE TO INDIVIDUAL DEBTORS: All individual debtors, must provide photo identification and proof of social security number to the trustee at the meeting of creditors. Failure to do so may result in your case being dismissed.

WHEN YOU FILE BANKRUPTCY:

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

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

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

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

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

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

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

WHAT IS A BANKRUPTCY DISCHARGE AND HOW DOES IT OPERATE?

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

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

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

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

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

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

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

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

WHAT IS A REAFFIRMATION AGREEMENT?

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

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

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

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

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

Prior to filing bankruptcy, I/We have received and read a Bankruptcy Information Sheet. I/We understand the Bankruptcy Information Sheet.

Debtor

Date

Co-Debtor

Date

11 U.S.C. § 527(a)(2) DISCLOSURE

Under 11 U.S.C. § 527(a)(2), a debt relief agency is required to provide the following written notice to assisted persons filing bankruptcy. You must read and understand the following disclosure and sign where indicated.

You, as an assisted person filing bankruptcy, shall know and understand that:

- A. all information that you are required to provide with a petition and thereafter during a case under this title is required to be complete, accurate, and truthful;
- B. all assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence the case, and the replacement value of each asset as defined in section 506 must be stated in those documents where requested after reasonable inquiry to establish such value;
- C. current monthly income, the amounts specified in section 707(b)(2), and, in a case under chapter 13 of this title, disposable income (determined in accordance with section 707(b)(2)), are required to be stated after reasonable inquiry; and
- D. information that an assisted person provides during their case may be audited pursuant to this title, and that failure to provide such information may result in dismissal of the case under this title or other sanction, including criminal sanction.

The undersigned acknowledges receipt of this disclosure required by 11 U.S.C. § 527(a)(2). I/We have read and understand its contents and the implications associated with failing to honestly provide information about our income, expenses, property, and other financial circumstances.

Date: ____ / ____ / ____

Debtor

Joint Debtor (if applicable)

U.S.C. § 527(B) DISCLOSURE

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

If you decide to seek bankruptcy relief, you can represent yourself, you can hire an attorney to represent you, or you can get help in some localities from a bankruptcy petition preparer who is not an attorney. THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO FOR YOU AND HOW MUCH IT WILL COST. Ask to see the contract before you hire anyone.

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

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

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

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

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

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

The undersigned acknowledges receipt of this disclosure required by 11 U.S.C. § 527(b).

Date: ____ / ____ / ____

Debtor

Joint Debtor (if applicable)

STATEMENT REGARDING DOCUMENTS REQUESTED BY ATTORNEY

I hereby certify that prior to the filing of my Chapter 7 bankruptcy case, my Attorney insisted that I produce to his office, at a minimum, a copy of the following documents:

- (1) DRIVER'S LICENSE (or other photo identification if you have no driver's license);
- (2) SOCIAL SECURITY CARD (not filed as public record, but Court must confirm number);
- (3) TAX RETURNS, both federal and state, for the last 2 tax years (if you cannot access these documents, you must sign an IRS Tax Transcript Request form provided to you by Attorney);
- (4) DIVORCE OR DOMESTIC SUPPORT ORDER, if divorced within the last 2 years, regardless of any ongoing Court orders, or if currently Court-ordered to pay alimony or child support to anyone;
- (5) PAYSTUBS for the last 6 months from any employer you worked for during that time (if you didn't save them, you will need to obtain a summary printout from the employer);
- (6) OTHER INCOME DOCUMENTATION, including at least one document as to child support, alimony, pension or retirement income, social security or veteran's benefits;
- (7) TITLES to all automobiles, motorcycles, boats, etc., on which your name appears;
- (8) MORTGAGES AND/OR DEEDS containing the legal description for any real property, house or land on which your name appears;
- (9) ACCOUNT STATEMENTS, covering the last 3 months (or annual quarter), for any checking, savings, investment, 401(k), or retirement account on which you are named;
- (10) EXPENSE DOCUMENTATION covering the last 3 months of any utility bill, car payment, house payment, childcare or other expense you regularly make, and also any receipts you may have saved showing food and gasoline purchases [Much of this information will appear in your bank account statements, but do your best to round up what you can];
- (11) DEBT STATEMENTS, whether recent or not, for any debts which Client seeks to discharge, credit card, medical, [Of course, many will appear on your credit report too].
- (12) BANKRUPTCY CLIENT INTERVIEW FORM, filled out and completed by Client.

I/we have attempted to provide my attorney with a copy of any of the documents above that my attorney, Joel K. Mitchell, requested that was applicable to me/us. If I/we failed to provide my Attorney with any such documents, it was because the document was not in my/our possession and I/we was/were unable to obtain it with reasonable efforts or at a reasonable cost.

Debtor

_____/_____/_____
Date

Co-Debtor

_____/_____/_____
Date

Court-approved Credit Counseling Agencies

Select one, call them or locate them online, and ask or look for
“Pre-bankruptcy credit counseling” or “Pre-petition credit counseling.”

You or the agency may fax the Certificate of Completion to me at (918) 371-1895 and/or
e-mail it to me at jkm@joelkmitchell.com.

For clients with internet access, please note that doing the counseling online is cheaper than doing it over the telephone. I currently recommend doing both the 1st and 2nd credit counseling at <http://www.debtorcc.org>. At only \$14.95 for the 1st course and \$9.95 for the second course, it is among least expensive credit-counseling agencies on this list. Also, if you use that agency, it's free for you and on me. Just enter attorney code “jkm918cc” for the 1st course and “jkm918edu” for the 2nd course and save you \$24.90. You're certainly welcome to use whomever you want and pay for it yourself. Some are as high as \$50, but I have left the expensive agencies off this list. Unfortunately, I do not know the price for each agency, as this list is updated annually; and some come, and some go. Regardless, please note that you will be required to do a 2nd credit counseling course within a few months after the filing of the case, and you may go back to the same agency with whom you did the 1st counseling or use a difference agency. But do not worry about that course for now. Focus on getting this first course done, because I cannot file your bankruptcy case until you have completed it. It is one to two hours of your time. And while the agency will typically send a me your Certificate of Counseling upon completion, be sure to forward me a copy of that Certificate to me yourself, in order to ensure I received it. Every person who files must do the credit counseling sessions – no exceptions.

001 Debtorcc, Inc.

www.debtorcc.org

Main Address:

378 Summit Avenue
Jersey City, NJ 07306
1-800-610-3920

Delivery Method:

Internet: www.debtorcc.org

English and Spanish

Abacus Credit Counseling

www.abacuscc.org

Main Address:

17337 Ventura Boulevard
Suite 226
Encino, CA 91316
800-516-3834

Delivery Method:

Internet: www.abacuscc.org

English and Spanish

Telephone: 800-516-3834

English and Spanish

Evergreen Financial Counseling

www.evergreenclass.com

Main Address:

9747 Stonecrest Drive S.
Salem, OR 97306
800-581-3513

Delivery Method:

Internet: www.evergreenclass.com

Telephone: 800-581-3513

Family Financial Education Foundation

www.ffef.org

Main Address:

724 Front Street
Suite 340
Evanston, WY 82930
307-789-2010

Delivery Method:

Internet:

www.ffef.org

Telephone:

1-888-292-4333

English and Spanish

Garden State Consumer Credit Counseling, Inc., d/b/a Navicore Solutions

www.navicoresolutions.org

Main Address:

225 Willowbrook Road
Freehold, NJ 07728
732-409-6281

Delivery Method:

Internet:

www.navicoresolutions.org

Telephone:

800-992-4557

English and Spanish

MoneySharp Credit Counseling Inc.

www.moneysharp.org

Main Address:

1916 N. Fairfield Avenue
Suite 200
Chicago, IL 60647
866-200-6825

Delivery Method:

Internet:

www.moneysharp.org

English and Spanish