

Chapter 7 Documents Required Prior to Filing

1. Completed Information Packet.
2. Disclosures reviewed and Signed.
3. 2017 State and Federal Taxes.
4. 2018 State and Federal Taxes.
5. 6 months of current Pay Stubs with Year to Date shown.
6. Social Security Award letter, Child Support court order for most current order, Unemployment Letter to prove income.
7. Privately Owned Business Profit and Loss for the last 6 months print out.
8. 90 Days of current Bank Statements, both checking and savings for all accounts.
9. Credit Counseling Certificate class taken through Evergreenclass.com or an equivalent, call them, and have them send us the certificate via email.
10. Copies of Lawsuits-any and all with which you are involved.
11. Copies of Garnishments-information on any current or potential garnishments and ones that have been paid in the last year.
If you would like your HR Dept notified we need email, fax, and contact information:
Email: _____ Fax: _____ Contact: _____
The appropriate sheriff's department is notified automatically.
12. Copy of Divorce Decree if filed in the last 8 years.
13. Copies of title for any vehicles bought with in the last 4 months.
14. Payment of Attorney's fees. Paid by either cash, debit card with 3% processing fee, or check.
If using payment plan, voided check or copy of debit card are needed. If doing the long term payment plan, cosigner information filled out and signed and dated with Notary stamp.

Please provide all documents requested. Failure to provide information 48 hours prior to signing may result in a cancelled signing appointment.

Initial each item and sign on reverse side

MEMORANDUM OF UNDERSTANDING

We, the undersigned debtors, hereby acknowledge as follows:

___ Pre-bankruptcy Credit Briefing. We understand Section 109 of the Bankruptcy Code requires all individual debtors to obtain a credit briefing from an approved non-profit budget and credit counseling agency within 180 days prior to filing. We must complete this bankruptcy briefing through an Approved Agency and provide written proof thereof to attorney.

___ Filed Tax Returns. We have filed all tax returns and understand we must provide a copy of the most recent year tax return to Trustee at creditors meeting pursuant to Section 521(e).

___ Debt Relief Agency Disclosure. Pursuant to §101 (12)(A) and §101 (3), our attorney is classified as a debt relief agency and has discussed the following:

___ §526.

- Discussed the benefits and risks of filing for bankruptcy
- Advised us "not" to incur more debt
- Discussed waivers

___ §527.

___ We have been provided a brief description of –

- (A) Chapters 7, 11, 12, and 13 and the general purpose, benefits, and costs of proceeding under each of those chapters; and
- (B) The types of services available from credit counseling agencies

___ We have been provided Form Notices 342(b)(1) and 527(b) [Attached]

___ We fully understand that:

- A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury in connection with a case under this title shall be subject to fine, imprisonment, or both.
- All information supplied by a debtor in connection with a case under this title is subject to examination by the Attorney General.
- Bankruptcy will negatively impact our credit.
- All information provided in relation to this case under this title is required to be complete, accurate, and truthful.
- 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.
- 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 truthfully and accurately.
- Information provided 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 a criminal sanction.

Fee Agreement:

_____ A. If bankruptcy services are to be rendered to us by said attorney, we have signed a fee agreement and we have been provided a copy of the written fee agreement that defines the services to be provided, the fee for such services, terms and payment.

_____ It is understood that: Attorney is a debt relief agency. Attorney helps people file for bankruptcy relief under the Bankruptcy Code.

_____ Means Test Calculation. We understand our eligibility to file bankruptcy is based upon the "means test calculation." This calculation is dependent upon the accuracy of the information we provide as well as other factors.

_____ Post Petition Debtor Education Requirements. We understand §727(a)(11) requires completion of a personal financial management course at our cost.

_____ Schedules and Statement of Financial Affairs. We understand the importance of complete and accurate information. Without this information, bankruptcy cannot be filed. We have provided and disclosed:

- Asset verification
- Tax returns – last 2 years
- Wage stubs – last 180 days
- Expense verification
- Contingent assets
- Trusts
- All property transfers in the last 10 years
- Copy of most recent property tax notice

_____ Chapter 7 Statement of Intention. We understand that we have only 30 days from our creditors meeting (§341 meeting) to perform our intentions (i.e. surrender, redemption, reaffirmation). Failure to do so results in automatic relief from stay.

_____ Purchase money collateral. We understand the 45 day rule associated with a PMSI (Purchase Money Security Interest).

_____ We have disclosed all prior bankruptcy filings.

_____ Identification. We have provided a photocopy of our social security cards and drivers licenses to attorney.

_____ Potential conflicts of interest have been discussed, including joint representation of a husband and wife.

_____ We understand that certain debts are not dischargeable in bankruptcy as detailed in 11 USC §523, a copy of which is attached.

We have read, considered, and been given a full opportunity to discuss this information as well as other information related to our bankruptcy with our attorney. We accept and understand these terms.

DATED: _____

Debtor

Debtor

Idaho Falls 770 S. Woodruff Idaho Falls, ID 83401 208.524.3020 208.524.2051 fax	Pocatello 410 Yellowstone Pocatello, ID 83201 208.232.3020 208.904.4905 fax	Twin Falls 808 Eastland Dr. Suite B Twin Falls, ID 83301 208.733.3030 208-944-2802 fax	Meridian 3090 Gentry Suite 150 Meridian, ID 83642 208.639.9400 208.297-5553 fax
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Acknowledgment of Disclosures

Please read through the following 13 disclosures and write your initials after each one, acknowledging that you have read and understand. Please sign and date the end of the document, signifying that you understand and agree to each of these disclosures.

1. I have disclosed all income to my attorney, Avery Law
2. I have disclosed all personal property to my attorney, Avery Law. This includes all vehicles, collectibles, retirement accounts and recreational items.
3. I have disclosed all contingent assets to my attorney, Avery Law. A contingent asset is an asset with potential recovery, i.e. potential or pending personal injury claim, an inheritance, a claim against an employer or former employer etc...
4. I have disclosed all real property to my attorney, Avery Law. I have also disclosed all transfers of real property to my attorney with in the last 4 years.
5. I have disclosed all transfers of personal property to my attorney, Avery Law, that have occurred in the past 2 years.
6. I have disclosed ALL DEBTS to my attorney, Avery Law. I understand that I may not "pick and choose" the debts listed and that all debts must be listed by law. I understand that if a debt is not listed in the bankruptcy, it may not be discharged.
7. I agree that my attorney has done a thorough investigation of my assets and that I have not withheld any information.
8. I understand that it is my responsibility to check the county recorder and the local county court for judgment liens on my real property. This must be done within 30 days of filing the bankruptcy. I must submit copies of the judgement liens to my attorney within 30 days. Additional fees may be required to remove or avoid these liens.
9. I fully understand that failure to disclose all property, transfers, and debt may result in criminal prosecution. My attorney, Avery Law, has advised me the disclose all property in accordance with the law.

10. I have disclosed all prior bankruptcies to my attorney, Avery Law.
11. I further acknowledge that I have included all the above information in the petition, schedules and statements that I have signed with my attorney, Avery Law
12. I understand I am required to turn over all tax refund checks received and copies of my tax returns to the trustee for the year of filing and that fall due on April 15th of the year after filing the bankruptcy.
13. I understand that I have disclosed to my attorney all repayments on loans I owe to family members for a 2 year period PRIOR to filing my bankruptcy and that the Trustee may require the monies I have paid to the family member to reimburse funds to the bankruptcy estate.

DATED THIS _____,

Debtor

Co-Debtor

<p>Idaho Falls 770 S. Woodruff Idaho Falls, ID 83401 208.524.3020 208.524.2051 fax</p>	<p>Pocatello 410 Yellowstone Pocatello, ID 83201 208.232.3020 208.904.4905 fax</p>	<p>Twin Falls 808 Eastland Dr. Suite B Twin Falls, ID 83301 208.733.3030 208-944-2802 fax</p>	<p>Meridian 3090 Gentry Suite 150 Meridian, ID 83642 208.639.9400 208.297-5553 fax</p>
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Avery Law

averybklaw@gmail.com (goes to all offices)

John's Cell 589-3342

RIGHTS AND RESPONSIBILITIES AGREEMENT

BETWEEN CHAPTER 7 DEBTORS AND THEIR ATTORNEYS

United States Bankruptcy Court

District of Idaho

Chapter 7 puts burdens on debtors, such as the burden of making complete and truthful disclosures of their financial situation. It is important for debtors who file a Chapter 7 bankruptcy case to understand their rights and responsibilities in bankruptcy. In this connection, the advice of an attorney is crucial. Debtors are entitled to expect certain services will be performed by their attorneys, but debtors also have responsibilities to their attorneys. In order to assure that debtors and their attorneys understand their rights and responsibilities in the Chapter 7 process, the Bankruptcy Code requires the rights and responsibilities of a debtor and their attorney be specified in writing. The parties therefore have entered into the following agreement, setting out the rights and responsibilities of both debtors in Chapter 7 and their attorneys. By signing this agreement, debtors and their attorney accept these responsibilities.

I. BEFORE THE CASE IS FILED

A. THE DEBTOR AGREES TO:

1. Discuss with the attorney the debtor's objectives in filing the case.
2. Provide the attorney with full, accurate and timely information, financial and otherwise, including properly documented proof of income for the last six months preceding the date of filing. Debtor will also provide all pay stubs received in the last 60 days before filing. Debtor will provide attorney with the address each creditor has used in the last two preceding statements received within the last 90 days and the complete account number related to each debt.
3. Attend a briefing (which may be conducted by telephone or on the internet) from an approved nonprofit budget or credit counseling agency which outlines the opportunities for available credit counseling and related budget analysis.

B. THE ATTORNEY AGREES TO:

1. Personally counsel the debtor regarding the advisability of filing either a Chapter 13 or a Chapter 7 case, discuss both procedures (as well as non-bankruptcy options) with the debtor, and answer the debtor's questions, after running the means test.
2. Personally explain to the debtor that the attorney is being engaged to represent the debtor on all matters arising in this case, as required by Local Bankruptcy Rule and explain how and when the attorney's fees and the trustee's fees are determined and paid.
3. Review with the debtor and sign the completed petition, statements, and schedules, as well as all amendments thereto, whether filed with the petition or later.
4. Timely prepare and file the debtor's petition, statements, and schedules.
5. Explain to the debtor their rights related to secured property and the debtor's options regarding surrender, redemption, reaffirmation, and retention.
6. Conduct a reasonably diligent independent investigation regarding debtor's assets and debts.
7. Provide debtor with Clerk's Notice required by 11 USC 342.

II. AFTER THE CASE IS FILED

A. THE DEBTOR AGREES TO:

1. Provide to the trustee and to his attorney copies of his last two year's tax returns soon enough that attorney can provide it to the trustee, no later than seven days prior to the date scheduled for the first meeting of creditors.
2. Appear at the meeting of creditors (also called the "Section 341(a) meeting") with recent proof of income, picture identification, and proof of the debtor's social security number, and any other required information.
3. Notify the attorney and the trustee of any change in the debtor's address or telephone number.
4. Inform the attorney of any wage garnishment, levies, liens or repossessions of or on assets that occur or continue after the filing of the case.
5. Contact the attorney immediately if the debtor loses employment, has a significant change in income, or experiences any other significant change in financial situation (such as serious illness, lottery winnings, or an inheritance).
6. Notify the attorney if the debtor is sued or wishes to file a lawsuit (including divorce).
7. Provide the attorney and the trustee with copies of income tax returns for the subsequent year contemporaneous with its filing with the taxing authorities, and provide the trustee with any refunds received, as required by the Court's Income Tax Turnover Order. Inform the attorney if any tax refunds to which the debtor is entitled are seized or not received when due from the IRS, the State of Idaho, or other entities.

8. Complete required credit counseling program and provide certification of its completion to trustee and attorney within 30 days of the meeting of creditors.
9. Cooperate with the attorney and the trustee in regard to questions about the allowance or disallowance of claims.
10. Within 30 days of the meeting of creditors, complete surrender, redemption or reaffirmation with all secured creditors as contemplated on debtor's intention statement.

B. THE ATTORNEY AGREES TO:

1. Advise the debtor of the requirement to attend the meeting of creditors, and notify the debtor of the date, time, and place of that meeting.
2. Inform the debtor that the debtor must be punctual and, in the case of a joint filing, that both spouses must appear at the same meeting.
3. Provide knowledgeable legal representation for the debtor at the Section 341(a) meeting of creditors and at any subsequent hearing, where attorney is retained to do so.
4. If the attorney finds it necessary for another attorney to appear and attend the Section 341(a) meeting or any court hearing, personally explain to the debtor, in advance, the role and identity of the other attorney and provide the other attorney with the file in sufficient time to review it and properly represent the debtor.
5. Ensure timely submission to the trustee of properly documented proof of income for the debtor, including business reports for self-employed debtor, as requested.
6. Timely respond to U. S. Trustee and trustee's informational requests, before the first meeting of creditors.
7. Timely prepare, file, and serve any necessary amended statements and schedules and any change of address, in accordance with information provided by the debtor.
8. Be available to respond to the debtor's questions throughout the bankruptcy process.
9. Timely respond to motions for relief from stay, where retained to do so by debtor.
10. Prepare, file, and serve all appropriate motions to avoid liens, where retained to do so by debtor.
11. Execute, negotiate and return all creditor prepared reaffirmation agreements received before the first meeting of creditors.
12. Provide any other legal services necessary for the administration of this case before the bankruptcy court.

The attorney may receive some portion of the described fixed fee before the filing of the case. In addition to other disclosures required by the Rules, the attorney shall disclose, in any application for additional fees, any and all fees previously paid by the debtor.

If the debtor disputes the sufficiency or quality of the legal services provided or the amount of the fees charged by the attorney, including this fixed fee, the debtor may file an objection with the court and request a hearing. A portion of the fixed fee is for post-filing work up to the Meeting of Creditors. Any portion of fees that are owed for pre-petition work at the time of filing is subject to discharge.

If the attorney believes that the debtor is not complying with the debtor's responsibilities under this agreement or is otherwise not engaging in proper conduct, the attorney may apply for an order allowing the attorney to withdraw from the case.

I hereby request, authorize, and direct said attorney to, and give him my power of attorney to make, execute, sign and endorse any and all claims, complaints, pleadings, contracts, settlements, compromises, releases, dismissals or any other documents or papers and any settlement checks, or drafts relating to this matter that I could myself sign, make, execute or endorse.

In the event Debtor fails to complete the contract and does not file a bankruptcy case, the parties agree that attorney is entitled to retain that portion of funds paid and entitled to in quantum meruit, (this means the fair value of their time at the customary attorney fee rate) including up to \$100/Month office handling fee to keep file open.

The debtor may discharge the attorney at any time.

Debtor

Date: _____

Joint Debtor (if applicable)

Date: _____

Attorney for Debtor

Date: _____

EXTENDED PAYMENT PLAN ADDENDUM

Avery Law is pleased to offer a no money down extended payment plan option to make bankruptcy affordable to everyone who needs it. This option usually requires a third party guarantor.

Option A

Option B

Down payment: \$0 before filing

Down Payment \$0 before filing

Monthly payment: \$250 per month

Monthly payment \$210 per month

Duration: 10 months

Duration: 12 months

If you want this option, please sign below and mention it to your case manager when you turn in your information packet and have your third party guarantor sign and fill out the guarantee agreement.

I want the extended payment plan option offered by Avery Law.

Debtor: _____ Date: ___/___/___

Joint Debtor: _____ Date: ___/___/___

Third Party Guarantee

My name is _____ I live at _____

and am desirous and willing to assume and pay the bankruptcy attorney fee installment contract for

_____ and _____. By signing this document I acknowledge their

debt will be my debt and I will be required to pay it in full as though I personally incurred it. I hereby

authorize my credit/debit card # _____ Exp. Date _____ CV# _____,

in the name of _____ to be billed in the amount of monthly payments on the

following schedule, if Debtor(s) does not make the scheduled payments:

Signed

STATE OF)
)ss.
COUNTY OF)

On this ____ day of _____ 20____, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of _____, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

(Signature of Notary)

Residing at:

My Commission Expires:

Online
Credit
Reporting

11132 Winners Circle Ste.207
Los Alamitos, CA 90720
Phone (877) 311-1234
Fax (877) 388-1234

Credit Report Order Form and Consent Release

Debtor's Full Name _____

Date of Birth _____ Social Security _____

Street Address _____

City _____ State _____ Zip _____

Co-Debtor's Full Name _____

Date of Birth _____ Social Security _____

Former Address (if less than two years) _____

City _____ State _____ Zip _____

I give authorization for **Online Credit Reporting Corporation** to access my credit report information including all medical information reported. I understand that OCR will mail my credit report back to the address shown by the credit bureau/s. I also give my authorization to provide the data from Experian and Transunion to my attorney. By signing this document you are verifying all the above information is correct.

Debtor Signature _____ Date _____

Co-Debtor Signature _____ Date _____

Two forms of identification required with current address, one of which must be photo ID.

Idaho Falls 770 S. Woodruff Idaho Falls, ID 83401 208.524.3020 208.524.2051 fax	Pocatello 410 Yellowstone Pocatello, ID 83201 208.232.3020 208.904.4905 fax	Twin Falls 808 Eastland Dr. Suite B Twin Falls, ID 83301 208.733.3030 208-944-2802 fax	Meridian 3090 Gentry Suite 150 Meridian, ID 83642 208.639.9400 208.297-5553 fax
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Avery Law

**WE'RE HERE TO HELP! PLEASE CALL OR
EMAIL YOUR CASE MANAGER IF
YOU HAVE ANY QUESTIONS!**

CHAPTER 7/13 _____	_____ Christine Harrop ch@averylaw.net
CHAPTER 7/13 _____	_____ Catie Williams twinfalls@averylaw.net
CHAPTER 13 _____	_____ Crystal Robertson boise@averylaw.net
CHAPTER 7 _____	_____ Melissa Geary boise@averylaw.net
CHAPTER 7/13 _____	_____ Tina Jensen pocatello@averylaw.net

DEBTOR AND JOINT DEBTOR'S INFORMATION

1. Your full name _____

Phone Number _____ Work Phone Number _____

Social Security Number _____

Email Address _____ Check Box if willing to accept Documents via email.

Full Current Address _____

Zip Code _____

County _____

2. Spouse's full name _____

Social Security Number _____

Other names, including business names and maiden names, used within the last 8 years

(Schedule A)

REAL PROPERTY

(Real estate, house, trailer, income properties)

Description of Property	Nature of Debtor's Interest in Property	Current Market Value	Amount of Secured Claim
Example; 770 S. Woodruff Idaho Falls, ID 83401		\$150,000	\$125,000



Yard Sale Pricing Guide



Prices are "each" unless otherwise noted

Clothes	
Baby	\$.25-1
Kids'	\$.50-3
Juniors	\$1-3
Adult	\$1-3
Jackets	\$3-5
Winter Coats	\$5-10
Kids' Shoes	\$1-3
Adult Shoes	\$1-5

Accessories	
Hair	\$.50-1
Costume Jewelry	\$.50-3
Belts	\$1-2
Tights/Leggings	\$.50-1
Socks	\$.10/pair
Sunglasses	\$.50-5
Purses	\$1-10
Backpacks	\$1-5
Hats	\$.50-2

Baby	
Crib	\$50-100
Changing Table	\$25-50
High chair	\$10-25
Swing	\$10-20

Toys	
Small toys	\$.25-1
Large Toys	\$1-5
Block sets	\$5-10
Stuffed Animals	\$.25-1
Dolls	\$1-10
Games and Puzzles	\$.50-2
Craft Kits	\$1-3
Dress-up clothes	\$.50-1
Electronic toys	\$2-5
Play House	\$30-50
Kitchen Sets (bundle with play food to get more)	\$20-40
Ride-On Toys	\$5-25
Two-Wheel Bikes	\$20-50

Décor	
Lamps	\$5-10
Throw pillows	\$1-3
Wall décor	\$5-20
Mirrors	\$20-40
Throw Rugs	\$2-5
Area Rugs	\$20-25
Baskets	\$.50-2
Curtains	\$2-5/pair
Candles	\$.50-2
Picture frames	\$.50-2 (small) \$5-20 (large)

Kitchen	
Dishes	\$.50-1
Utensils	\$.50-2
Flatware	\$.50
Pots and pans	\$3-10
Small appliances	\$5-10
Mugs/drink glasses	\$.50-1
Travel mugs/water bottles	\$.50-1

Linens	
Bedding sets	\$10-25
Sheet sets	\$2-5
Blankets	\$2-5
Quilts	\$25 & up
Bath Towels	\$.50-2
Wash Cloths	\$.25-.50
Kitchen Towels	\$.50-1
Placemats	\$.50-1
Bath mats	\$1-2

Furniture	
Shelves	\$10-20
Kitchen Table & Chairs	\$50-100/set
Kitchen Chairs	\$10-20
Sofa	\$100-150
Arm Chair	\$25-50
End Table	\$20-30
Coffee Table	\$20-40
Twin Bed	\$25-50
Full/Queen/King Bed	\$50-75

Furniture, cont'd	
Full/Queen/King Bed	\$50-75
Night stand	\$20-30
Desk	\$20-50

Gift Wrap/Party Supplies	
Wrapping paper rolls	\$.50-1
Gift bags	\$.25-.50
Paper plates/cups/plastic ware/napkins	\$.50-1/set

Beauty	
Shampoo, conditioner, lotion, body wash	\$1-2
Nail polish	\$.50-1

Entertainment & Electronics	
DVDs	\$1-3
Blu-rays	\$3-4
CDs	\$1
Video Games	\$3-10
Paperback Books	\$.50-1
Hardback Books	\$1-2
DVD players	\$10-20
Blu-Ray players	\$25
Cords	\$.50-1

Large Appliances	
Fridge/Freezer	\$50-100
Stove	\$50-100
Dishwasher	\$50-75
Washer/Dryer	\$75-100

Building Supplies	
Kitchen/Bathroom Cabinets	\$20-25
Windows	\$10-20
Faucets/Shower Heads	\$5-10
Light Fixtures	\$5-25

Lawn Care & Tools	
Lawn mower (push)	\$30-75
Riding mower	\$200-500
Weed eater (electric)	\$5-10
Weed eater (gas)	\$15-30
Edger (electric)	\$5-10
Edger (gas)	\$15-20
Hand tools	\$.50-5
Power tools	\$10-100

Outdoor	
Patio table set	\$50-100
Flower pots	\$.50-1 (small) \$5-10 (large)
Garden bench	\$25-50

Charge More For

- New items
- Vintage/antique items
- Collectibles
- Designer brands
- Hard-to-find items
- Items in excellent condition
- Items in original box
- Items with owner's manual
- Items with popular characters
- Dressler clothing/shoes

Maximize Your Profits
List your sale in the newspaper and on Craigslist

Have a multi-day sale
Clean and repair items, and locate their owner's manuals (print them online, if you lost them)
Bundle smaller items

PERSONAL PROPERTY

(Schedule B)

TYPE OF PROPERTY	N O N E	DESCRIPTION OF PROPERTY	CURRENT MARKET VALUE (Yard Sale Prices)
1. Motor vehicles: Car, Truck, SUV		1.Make: _____ 2.Make: _____ Model: _____ Model: _____ Year: _____ Year: _____ Mileage: _____ Mileage: _____ Condition: _____ Condition: _____	1\$ _____ 2\$ _____
2. Recreational vehicles: Watercraft, aircraft, motorcycle, trailer, 5 th wheel, camper		1.Make: _____ 2.Make: _____ Model: _____ Model: _____ Year: _____ Year: _____ Mileage: _____ Mileage: _____ Condition: _____ Condition: _____	1\$ _____ 2\$ _____
3. Electronics		TV TV DVD player & DVDs PS1 & Games XBOX & Games Wii & Games Surround sound	_____ _____ _____ _____ _____
4. Collectibles of Value: Heirlooms, baseball cards, sports memorabilia		If you have multiple items please list them individually and the value.	
5. Books, pictures & other art: antiques, stamps, coins, records, tapes		If you have multiple items please list them individually and the value.	

TYPE OF PROPERTY	N O N E	DESCRIPTION OF PROPERTY	CURRENT MARKET VALUE (Yard Sale Prices)
6. Sporting goods and hobby Equipment: Camping, fishing, scrapbooking, sewing, crafting supplies			
7. Furs and jewelry: *Including costume jewelry			
8. Firearms			
9. Clothing		Lump all values together for house hold sum	
10. Pets (the trustee isn't going to take them, just for informational purposes)		Dog(s) Cat(s) Fish _____ _____	
11. Cash on hand			\$
12Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives & debit card accounts.		Institution: _____ last 4 of account: _____ Checking/Savings _____ Institution: _____ last 4 of account: _____ Checking/Savings _____ Institution: _____ last 4 of account: _____ Checking/Savings _____	\$ \$ \$

<p>13. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.</p>				
<p>14. Annuities. Itemize and name each issuer.</p>				
<p>15. Interests in an education IRA as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c); Rule 1007(b)).</p>				
<p>16. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.</p>				
<p>17. Stock and interests in incorporated and unincorporated businesses. Itemize.</p>				
<p>18. Interests in partnerships or joint ventures. Itemize.</p>				
<p>19. Government and corporate bonds and other negotiable and non-negotiable instruments.</p>				
<p>20. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.</p>				
<p>21. Other liquidated debts owing debtor including tax refunds. Give particulars.</p>				
<p>22. Equitable or future interests, life estates, and rights or powers of exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.</p>				

<p>23. Contingent and non-contingent interests in estate of decedent, death benefit plan, life insurance policy, or trust.</p>			
<p>24. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.</p>			
<p>25. Patents, copyrights, and other intellectual property. Give particulars.</p>			
<p>26. Licenses, franchises, and other general intangibles. Give particulars.</p>			
<p>27. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.</p>			
<p>28. Office equipment, furnishings, and supplies.</p>			
<p>29. Machinery, fixtures, equipment, and supplies used in business. (If you have multiple items please list individually and list the value)</p>			
<p>30. Inventory.</p>			
<p>31. Crops - growing or harvested. Give particulars.</p>			

32. Farming equipment and implements.				
33. Farm supplies, chemicals, and feed.				
34. Other personal property of any kind not already listed.				

PERSONAL PROPERTY
(Schedule B)

1. List all items in each room
2. List the value of each item (what you could sell it for at a garage sale)
3. Only list items you own (not items you are renting)

KITCHEN

Item	Value	Item	Value
1. Bakeware	\$	5. Silverware	
2. Cookware		6. Linens	
3. Dishware		7. Decor	
4. Glassware		8.	

DINING ROOM

Item	Value	Item	Value
1. Dining table and chairs		4.	
2. Decor		5.	
3.		6.	

BATHROOMS

Item	Value	Item	Value
1. Personal care items		4.	
2. Linens		5.	
3. Decor		6.	

LIVING ROOM

Item	Value	Item	Value
1. Couch		8. Entertainment center	
2. Loveseat		9. Book shelves/Books	
3. Recliner		10. Decor	
4. Coffee table		11.	
5. End tables		12.	
6. Lamps		13.	
7. Rug		14.	

LIBRARY/DEN

Item	Value		Item	Value
1. Book Shelves/Books		5.		
2. Recliner		6.		
3. Desk/Chair		7.		
4.		8.		

BEDROOM

Item	Value		Item	Value
1. Bed/Frame/Bedding		6. Decor		
2. Dresser		7.		
3. Night Stand		8.		
4. Lamp		9.		
5. Rug		10.		

EXTRA BEDROOM/CHILDREN'S BEDROOMS

Item	Value		Item	Value
1. Bed, frame, bedding		5. Toys		
2. Dresser		6. Decor		
3. Night stand		7.		
4. Lamp		8.		

GARAGE/SHED

Item	Value		Item	Value
1. Lawn mower		4. Misc tools		
2. Leaf blower		5.		
3. Gardening implements		6.		

SECURED DEBTS (Schedule D)

These creditors may repossess the property which is collateral for the loan. Examples: mortgage, car loan, or furniture installment purchases. For vehicle values, use the blue book.

Creditor's Name, Address & Your Account Number	Description of Property and Intention for Loan	Market Value of Property	Amount You Owe on Property
<p><i>EXAMPLE:</i></p> <p><i>East Idaho Credit Union 865 S. Woodruff Ave. P.O. Box 1865 Idaho Falls, ID 83403</i></p> <p><i>account # 12345678-9</i></p>	<p><i>2006 Mazda 6 – KEEP/REAFFIRM LOAN</i></p>	<p><i>\$15,000</i></p>	<p><i>\$11,000</i></p>
<p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____ Reaffirm _____ Return</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____ Reaffirm _____ Return</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>_____</p> <p>_____</p> <p>_____</p>	<p>_____</p> <p>_____</p> <p>_____ Reaffirm _____ Return</p>	<p>\$ _____</p>	<p>\$ _____</p>

PRIORITY DEBTS (Schedule E)

Extensions of credit in an involuntary case N/A _____

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. §507(a)(2).

Wages, salaries, and commissions N/A _____

Wages, salaries and commissions, including vacation, severance, and sick leave pay owing to employee up to a maximum of \$2,000 per employee, earned within 90 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. §507(a)(3).

Contributions to employee benefit plans N/A _____

Money owed to employee benefit plans for services rendered within 190 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. §507(a)(4).

Certain farmers and fisherman N/A _____

Claims of certain farmers and fisherman, up to a maximum of \$2,000 per farmer or fisherman, against the debtor, as provided in 11 U.S.C. §507(a)(5).

Deposits by individuals N/A _____

Claims of individuals up to a maximum of \$900 for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. §507(a)(6)

Taxes and other certain debts owed to Government N/A _____

Taxes customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. §507(a)(7).

**UNSECURED DEBTS
(Schedule F)**

**(Examples: medical bills, credit cards, utilities, charge accounts)
MUST INCLUDE ADDRESS**

Creditors Name, Address and Your Account Number	Co-Debtor	Date account was Opened, Type Of Account (credit, medical, payday loan, Student loan, etc.)	Amount you Owe
EXAMPLE: Chase bank PO Box 15298 <u>Wilmington, DE 19850</u> Account #1234-5678-9101-1112	X	Account opened 2010 Credit Card	\$8,796
EXAMPLE: Dr. Denagay/Pearl Health 1740 E. 17 th St. Suite A <u>Idaho Falls, ID 83404</u> Account # 4MA1453-1		Account Opened 2006 Medical	\$435

Creditors Name, Address and Your Account Number	Co-Debtor	Date account was Opened, Type Of Account (credit, medical, payday loan, Student loan, etc.)	Amount you Owe

Creditors Name, Address and Your Account Number	Co-Debtor	Date account was Opened, Type Of Account (credit, medical, payday loan, Student loan, etc.)	Amount you Owe

EXECUTORY CONTRACTS AND UNEXPIRED LEASES (Schedule G)

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests.

N/A _____.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE OF OTHER PARTIES TO LEASE OR CONTRACT	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NON-RESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT
<p><i>EXAMPLE:</i></p> <p><i>Verizon Wireless 1707 E. 17th St. Idaho Falls, ID 83404</i></p>	<p><i><u>2 year contract ending November 2017, \$170/month –</u></i></p> <p><i><u>REJECT/DO NOT CONTINUE CONTRACT</u></i></p>

CODEBTORS (Schedule H)

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. In community property states, a married debtor not filing a joint case should report the name and address of the nondebtor spouse on this schedule. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. N/A_____.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR

EMPLOYMENT AND FAMILY INFORMATION

Debtor's Marital Status:

Married: _____ Separated: _____

Widowed: _____ Single: _____

Divorced: _____ Date of Divorce: _____

Employment

	Debtor	Spouse
Occupation:		
Name and address of Employer:		
How long employed:		

CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

(Schedule I)

INCOME: (Estimate of average monthly income)

DEBTOR

SPOUSE

2. Current monthly gross wages, salary, and commissions

\$ _____ \$ _____

3. Estimated monthly overtime

\$ _____ \$ _____

Subtotal

\$ _____ \$ _____

5. Less payroll deductions

a. Payroll taxes, medicare and social security

\$ _____ \$ _____

b. Mandatory contributions to retirement plans

\$ _____ \$ _____

c. Voluntary contributions for retirement plans

\$ _____ \$ _____

d. Required repayments of retirement fund loans

\$ _____ \$ _____

e. Insurance

\$ _____ \$ _____

f. Domestic Support Obligations

\$ _____ \$ _____

g. Union dues

\$ _____ \$ _____

h. Other (specify) _____

\$ _____ \$ _____

TOTAL NET MONTHLY TAKE HOME PAY

\$ _____ \$ _____

CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

(Schedule I)

Gross income from operation of business or profession or farm (attach detailed statement)	\$ _____	\$ _____
Expenses	\$ _____	\$ _____
Net income from operation of business/profession/farm	\$ _____	\$ _____
Income from real property	\$ _____	\$ _____
Expenses	\$ _____	\$ _____
Net income from real property	\$ _____	\$ _____
8b. Interest and dividends	\$ _____	\$ _____
8c. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above	\$ _____	\$ _____
8d. Unemployment _____	\$ _____	\$ _____
8e. Social Security _____	\$ _____	\$ _____
8 f. Other government assistance (Specify) _____	\$ _____	\$ _____
8g. Pension or retirement income	\$ _____	\$ _____
8h. Other monthly income (Specify) _____	\$ _____	\$ _____
TOTAL COMBINED MONTHLY INCOME	\$ _____	\$ _____

Describe any increase or decrease of more than 10% in any of the above categories anticipated to occur within the year following the filing of this document:

CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)
(Schedule J)

Complete this schedule by estimating the average monthly expenses of the debtor and the debtor's family. Pro rate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate.

Dependents of Debtor and Spouse

Relationship	Age	Does Dependent Live with You?

4. Rent or home mortgage payment (include lot rented for mobile home)	\$ _____
a. Real Estate Taxes	\$ _____
b. Property, homeowner, or renters insurance	\$ _____
c. Home Maintenance, repair, and upkeep expenses	\$ _____
d. Homeowner association or condominium dues	\$ _____
5. Additional mortgage payments for residence, such as home equity loans	\$ _____
6. Utilities: Electricity and heating fuel	\$ _____
Water, Sewer, Garbage collection	\$ _____
Telephone, Cell phone, Internet, Satellite, and Cable	\$ _____
Other _____	
7. Food and housekeeping supplies	\$ _____
8. Childcare and children's education costs	\$ _____
9. Clothing / Laundry and dry cleaning costs	\$ _____
10. Personal care products and services	\$ _____
11. Medical and dental expenses	\$ _____
12. Transportation (include gas, maintenance, bus, train, but <u>not</u> payments	\$ _____
13. Entertainment, clubs, recreation, newspapers, magazines, and books	\$ _____
14. Charitable contributions and religious donations	\$ _____

15. Insurance (not deducted from wages or included in home mortgage payment)		
a Life		\$ _____
b Health		\$ _____
c Auto		\$ _____
d Other _____		\$ _____
16. Taxes (not deducted from wages or included in home mortgage payments)		
Specify _____		\$ _____
17. Installment payments:		
a Auto _____		\$ _____
b Auto _____		\$ _____
c Other _____		\$ _____
18. Alimony, maintenance, and support paid to others (not deducted from your pay)		\$ _____
19. Payments for support of additional dependents not living at your home		\$ _____
20. Other real property expenses not included in home mortgage payments		
a. Mortgages on other property		a. \$ _____
b. Real estate taxes		b. \$ _____
c. Property, homeowner's, or renter's Insurance		c. \$ _____
d. Maintenance, repair, and upkeep expenses		d. \$ _____
e. Homeowner's association or condominium dues		e. \$ _____
21. Other: _____		\$ _____
TOTAL MONTHLY EXPENSES		\$ _____

FINANCIAL AFFAIRS

*****MUST FILL OUT*****

(Use Taxes and Paystubs)

1. **What was your gross income for the last two years and also your present income year to date.**

Employment Income Only

Indicate if it husband (H) or wife (W) and the source. (Wages etc.)

Husband or (debtor)

YEAR	AMOUNT	SOURCE	Husband, or Wife
2018 year to date			
2017			
2016			

Wife or (Co-Debtor)

YEAR	AMOUNT	SOURCE	Husband, or Wife
2018 year to date			
2017			
2016			

2. **Income other than from employment or operation of business. Include Food Stamps, Unemployment, Social Security, Disability, Retirementetc**

YEAR	AMOUNT	SOURCE	Joint, Husband, or Wife
2018 year to date			
2017			
2016			

3. Payments to creditors. N/A _____

List all payments on loans, installment purchases of goods or services, and other debts, aggregating more than \$600 to any creditor, made within 90 days immediately preceding the commencement of this case. (Married debtors filing under Chapter 12 or Chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

Usually rent, mortgage and car payments.

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
	Last 90 days		
	Last 90 days		
	Last 90 days		

4. Garnishments, Attachments or Executions:

PLEASE FILL OUT ALL INFORMATION ASKED EVEN IF YOU PROVIDED COPIES OF LAWSUITS!

Have your wages been garnished within the last year? Yes _____ No _____. If yes, provide the name of the person placing garnishment on wages along with dates and amounts of garnishment.

Lawsuits:

Are you now a party to any lawsuits? Yes _____ No _____. If yes, please give the following information or provide a copy of the complaint or judgment.

Case Name _____

Case Number including county _____

Type of lawsuit _____

Present status _____

Name of attorney(s) involved _____

Were you a part to any lawsuit within the last year? Yes _____ No _____. If yes, please give the following information or provide a copy of the complaint or judgment.

Case Name _____

Case Number including county _____

Type of lawsuit _____

Present status _____

Name of attorney(s) involved _____

Case Name _____

Case Number including county _____

Type of lawsuit _____

Present status _____

Name of attorney(s) involved _____

5. Repossessions and Returns:

Have you had any property repossessed or returned to the seller within the last 2 years? Yes _____
No _____. If yes, give name and address of person receiving the property.

6. Receiverships and Assignments:

Have you been subject to a receivership or assignment for benefit of creditors within the last year?
Yes _____ No _____. If yes, give description of property, the home and address of receiver of
property.

7. Gifts:

Have you made any gifts or property, other than ordinary and usual presents or donations, during
the last 2 years? Yes _____ No _____. If yes, give the name, address of donee, and date,
description, and value of gift.

8. Losses:

Have you incurred any losses by fire, theft, or gambling within the last year? Yes _____ No
_____. If yes, give details.

9. Payments to Attorneys or Companies regarding bankruptcy: N/A _____

List each attorney consulted within the last year along with their address and amount of payment to
each attorney.

ATTORNEY	ADDRESS	PAYMENT & DATE
Avery Law Firm		

10. Transfers:

Have you transferred any property either by sale or as collateral for a loan within the last 2 years?
Yes _____ No _____. If yes, give name, address of person to whom property was transferred and
date, description and value of property.

11. Closed Accounts:

Have you closed any bank accounts within the year prior to filing bankruptcy.
Yes _____ No _____.

Name of Bank: _____.

Address of Bank: _____.

Account Number: _____.

Amount withdrawn to close account: _____.

Checking: _____.

Savings: _____.

12. Safe Deposit Boxes. N/A _____.

What safe deposit box or boxes or other depository have you kept or used for your securities, cash or other valuables within two years immediately preceding the filing of this bankruptcy?

13. Setoffs:

Has any funds been withdrawn from your bank accounts to setoff any loans?

Yes _____ No _____. If yes, please list the nature of the loan, the bank and amount of setoff.

14. Property that you have in your possession that belongs to someone else. Please give description of property along with name and address of the owner.

Property that someone else has in their possession that belongs to you.

15. All other addresses you have resided at within the last three years. Give dates you resided at each location and the name by which you were known at each address if different from above.

NAME

ADDRESS

DATES OF OCCUPANCY

<u>NAME</u>	<u>ADDRESS</u>	<u>DATES OF OCCUPANCY</u>

16. List the name of your current spouse and all former spouses with whom you reside or have resided within the last 8 years in any of the following states: Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington or Wisconsin.

*** Please list Debtor & Co-Debtor**

Name

Current /Ex Spouse

Name	Current /Ex Spouse

17. Have you ever received written notice from any city, county, state or federal government that you may be liable or potentially liable for the violation of any environmental law? If so, give the name of the government entity, the date of the notice, the name and address for the property involved and if known, the environmental law violated.

- A. Have you ever provided notice to any city, county, state or the Federal government of a release of hazardous material. If so, give the name and address of every location where the hazardous release took place and the state where and when the notice was sent.
- B. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

18. A. If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partnership, sole proprietorship, or was a self-employed professional within the six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within the six years immediately preceding the commencement of this case.

- B. Is the debtor a partnership? _____ If no skip to C.
If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within the six years immediately preceding the commencement of this case.
- C. Is the debtor a corporation? _____ If no skip to D.
If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within the six years immediately preceding the commencement of this case.
- D. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

19. A. List all bookkeepers and accountants who, within the two years immediately preceding the filing of this bankruptcy case, kept or supervised the keeping of books of account and records of the debtor.

- B. List all firms or individuals who, within the two years immediately preceding the filing of this bankruptcy case, have audited the books of account and records, or prepared a financial statement of the debtor.
- C. List all firms or individuals who, at the time of the commencement of this case, were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.
- D. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued within the two years immediately preceding the commencement of this case by the debtor.
- 20. A. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.**
- B. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.
- 21. A. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.**

- B. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting securities of the corporation.

22. A. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

- B. If the debtor is a corporation, list all officers or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

23. If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

24. If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within the six-year period immediately preceding the commencement of the case.

25. If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within the six-year period immediately preceding the commencement of the case.

EVERY LAW INFORMATION SHEET

HOW DO I FILE A CHAPTER 7 BANKRUPTCY?

Your bankruptcy schedules and petition will be drafted by your Avery Law Case Manager based upon the information you have given us and the specific directions they received for your case from your attorney. Avery Law will also import any other debts into your schedules which we find from our independent research with the credit reporting bureaus.

You will then meet personally with your Avery Law attorney for an hour or more where you will collaborate together and revise, correct and refine your bankruptcy petition and schedules. Our mission is to advise and zealously represent you as required by the legal rules of ethics with a goal to jointly approve for final filing your schedules and petitions that are as complete and correct as humanly possible.

You as debtors will swear and testify under oath that the schedules you have personally signed on and approved of are true and correct to the best of your knowledge and that you have included all of your property and identified each of your creditors. Your Avery Law attorney will also sign your schedules and petition and attest that to the best of his knowledge, after exercising due diligence, that the information contained in your schedules and petition is true, complete and correct.

WHAT HAPPENS AT THE TIME OF FILING?

Once these documents are approved and signed by you as debtors and your Avery Law attorney, your case manager will file your case with the federal court. This is done electronically by our computers interacting with those of the federal court. Your case will be assigned a case number and at that "instant" in time, a federal court injunction will be imposed barring all creditors from calling you, sending you bills in the mail, commencing lawsuits, garnishments or repossessing property. This is known as the Automatic Stay. It includes all creditors whether or not they have received notice of the bankruptcy or not (excepting commencement or continuation of criminal actions and certain family law matters).

At that "instant" because of the bankruptcy Automatic Stay, you can cease worrying about all adverse creditor actions. Usually most major creditors know about the bankruptcy stay much sooner than they get the actual Notice of Commencement of your bankruptcy case, which they usually get via mail about a week after your filing date and the entry of the Automatic Stay.

Most creditors will try to honor the Automatic Stay and may go so far as to block your access to make online payments or in person payments at your financial institution (bank, credit union, etc). They do this for their own purposes. You have every right to continue to make voluntary payments to whoever you want, including your lawyer, if you choose.

In the case of car loans and home mortgages which you wish to reaffirm (keep) or otherwise honor your current contract, if you find they will not accept payment at your branch/bank or electronically, we advise you simply mail the payment in. They always accept mailed in voluntary payments and we don't want you getting behind on your payment schedule if this is a loan you wish to continue making payments on in order to retain the secured property they have as collateral, such as your car or house. The same methodology applies to rental leases and other executory contracts you wish to honor, so you may continue to voluntarily pay your residential lease, your leased car or furniture, your orthodontist and even your bankruptcy lawyer, voluntarily.

REMEMBER HOWEVER ALL THESE CONTRACTS ARE VOID AT TIME OF FILING AND NONE OF THESE CREDITORS CAN LEGALLY ENFORCE A PRE-FILING OBLIGATION DEBT AGAINST YOU WITHOUT YOUR AGREEMENT TO HONOR OR ASSUME THE CONTRACT.

Your payments to any of the above creditors are strictly voluntary during the pendency of your bankruptcy case. Again, if it is a debt which you wish to honor, we highly encourage voluntary payment so you don't get behind on your previously agreed installment schedule.

Upon the date of filing, your case will be assigned to a bankruptcy trustee. The next step after filing is known as the document collection phase. You have a positive duty to always cooperate with your trustee and all trustees require copies of your most recently filed state and federal tax returns at least one week before your meeting with the trustee and usually updated paystubs, three months bank account statements and sometimes various other financial or legal paperwork. You will cooperate with your Avery Law Case Manager, who will guide you through this process, and if you do so we can promise you a meeting with your trustee which will be as smooth and non-confrontational as possible.

WHAT HAPPENS AT THE MEETING OF CREDITORS AND THEREAFTER

You will meet the trustee, together with your Avery Law attorney, about one month after your petition is filed, at your Meeting of Creditors. You will continue to work with your Case Manager in cooperating with the trustee regarding any further informational requests he may have both before and after the Meeting of Creditors. You must bring identification and proof of social security number to this meeting.

You are required by the Court to provide accurate and up to date contact information. If your address and/or phone number changes at any time, please provide those changes to us so we can advise the court.

You are required to complete a course in financial management (2nd class). In an effort to help our clients succeed with their fresh start we have teamed up with Evergreen Class, their website is: evergreenclass.com. We believe that their Financial Management class is money well spent. They charge a \$19.99 fee. Once the financial management class is complete Evergreen will file the certificate with the Court. This must be done within 45 days of your Meeting of Creditors. This will fulfill your debtor education course requirement.

WHAT HAPPENS UPON ENTRY OF THE ORDER OF DISCHARGE

No sooner than sixty days after the conclusion of your Meeting of Creditors but usually shortly after that you will receive in the mail an Order of Discharge signed by the bankruptcy judge whom you will likely have never met. At this time all of the nonsecured debts which were stayed under the Automatic Stay are now permanently discharged (erased) except for things such as student loans, back taxes, and child support. You will still be obligated to make house payments if you wish to keep your house throughout the bankruptcy. You will be obligated to continue making payments on any secured loans such as a car loan if you have signed a new agreement with the creditor to honor and pay that contract and keep the collateral.

ANY DEBT OWED TO YOUR ATTORNEY FOR THE PORTION OF THEIR WORK BEFORE THE BANKRUPTCY FILING WHICH WAS UNPAID AS OF THE FILING DATE OF THE BANKRUPTCY IS ALSO DISCHARGED.

Avery Law will continue to represent you as we agreed when we took your case. The Ninth Circuit Court has said your attorney fee contract continues in effect after the bankruptcy filing as a valid contract based upon the doctrine of necessity. The Idaho Bankruptcy Court has recently held that your lawyer can sue you in state court for the reasonable value of all services rendered on your case after your date of filing. To avoid this situation we strongly suggest you simply continue to honor and voluntarily pay your original attorney fee payment schedule.

We will track time and enforce our right to payment should you fail to voluntarily pay as agreed.

Should any creditor whose debt was incurred before your bankruptcy filing date attempt to collect from you after you receive your discharge that creditor can be held in contempt of court. If this happens to you please call it to our attention.

Upon entry of the Order of Discharge, any non-discharged creditors can resume collection action and any secured creditor whose loan you have not reaffirmed can repossess their collateral in the same manner as they could have done before you filed your bankruptcy.

TAX TURNOVER PROCEDURE

As all of your property on the date of filing becomes property of the estate, this means any tax refund you may receive the following year related to earnings in the year you filed your bankruptcy case becomes property of the estate and you are required to turn over a copy of your next years tax return and any refunds you receive to the trustee. We can usually amend your schedules to allow you to lawfully retain some portion or perhaps all of that refund. As explained later there is usually a supplemental fee required for this extra work pursuant to our contract. Please provide a copy of your next years tax returns to your Case Manager as soon as possible so that we can assist you with keeping as much of your refund as possible. **DO NOT SPEND ANY OF YOUR TAX REFUNDS WITHOUT PROPER PERMISSION.**

WHAT ARE SUPPLEMENTAL FEES?

In order to keep everyone's costs down your chapter 7 bankruptcy contract provides for a set fee based upon the time that is normally required to complete a usual chapter 7 case with routine processing. You may have agreed to some surcharges if you are an above-median debtor or a business debtor. You may also have been charged for certain essential pre-bankruptcy legal fees in order to prepare you for a smooth bankruptcy commencement. On the other side, if you've elected advance payment you have probably received a twenty percent attorney fee discount which we offer to all clients who so elect.

But, as each person's case requirements may vary after the Meeting of Creditors, our attorney fee contract provides that some post meeting of creditors work unique to your case will be billed individually as a supplemental fee for the attorney time actually required to do the work. Our current attorney fee contract rate provides for \$250/hr. for attorney time \$85/hr for degreed or certified paralegal time. These supplemental fees are usually for handling and processing of schedule amendments, late creditor supplied reaffirmation agreements, extra work unique to your situation in protecting your property from the trustee, and for the handling and processing of your tax returns in order to maximize the amount of any refund you may retain. You will be expected to pay these charges or provide for their payment by an extended or new automatic payment agreement as they are incurred. If you have any further questions about any of these subjects please talk to your Case Manager, any Avery Law attorney, or my self, John O. Avery, I am waiting for your call at (208) 589-3342.

If you experience an unexpected misfortune, we can file another bankruptcy for you within a short time. If you had a positive experience with our office, we would love to hear your feed back at www.averybankruptcylaw.com/testimonials or drop us a note. Better yet publish a review on Google, or Avvo.com If you did not have a positive experience, please call me personally so we can address the problem. My cell phone number is (208) 589-3342,

Sincerely,

John O. Avery and the Avery Law team
We're here to help!

Do you plan on buying a different car
in the next 5-years?

Before

After



Payment difference based
on a \$15,000 car loan

CREDIT SCORE	720	500/550
INTEREST RATE	3%	25%
MONTHLY PAYMENT	\$270	\$440
EXTRA INTEREST PAID	\$1,172	\$11,416

Interest rate based on MyFico.com

If you fail to obtain a 720 Credit Score, what will it cost you? What if you were looking to purchase a \$15,000 car with your income but had a different credit score?



- » You will receive unique login credentials to the 720 secure credit portal.
- » Easy to use, step-by-step credit lessons delivered once per week.
- » You will only learn what will help protect and build your credit score.
- » Invitations to attend our monthly Question and Answer Sessions.

Get Access to 7 Steps to a 720 Credit Score

How does the program work?

01

Automatically enrolled upon discharge of your bankruptcy.

02

Weekly credit lessons are emailed directly to you for 12-weeks.

03

Each credit lesson is 5-7 minutes long.

Yes, I would like to be enrolled into the "7 Steps to a 720 Credit Score" program:

Name:

Email:

Address:

Cell: