

Aguilar Law Office, PLLC

Please take a moment to fill out the following for our records. Thank you!

Date: _____

Name (list both spouses, even if not present):

Address: _____

Phone number: _____ home _____ mobile

Tell us what brings you to our office today?

How were you referred to our office? (Client, attorney referral, Yellow Pages, Dex Online, etc.)

ATTORNEY NOTES:

Aguilar Law Office, PLLC

DISCLOSURE STATEMENT REQUIRED BY 11 USC § 342 (2005)

A brief description of Chapters 7, 11, 12, and 13 of the Bankruptcy Code follows.

Chapter 7 - You are relieved of the responsibility to repay most unsecured debt. 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. Taxes, student loans, and child support are generally not dischargeable. Filing fee- \$306.00.

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. Filing fee- \$281.00.

Chapter 12 - Like Chapter 13, but it is only for family farmers. Filing fee- \$246.00.

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. Filing fee- \$1,046.00.

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

Please be aware 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 Title 11 of the U.S. Code 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.

One of many alternatives to bankruptcy is to utilize a credit counseling agency. Generally, credit counseling agencies work with some or all of your creditors to negotiate the principal balance, interest rate, and monthly payment. You make one payment to the credit counseling agency, then the agency distributes the funds to the creditors in accordance with the agreement the agency has made on your behalf with the creditor. Some creditors will not negotiate nor accept payments from credit counseling agencies.

Please sign below to indicate that you have read and understand the above notice.

Sign Date

Sign Date

Print Name

Print Name

DISCLOSURE STATEMENT REQUIRED BY
11 USC § 527(a)(2) (2005)

1. All information you are required to provide with the initial bankruptcy filing (“the petition”) and all information you are required to provide thereafter during a case **MUST BE COMPLETE, ACCURATE, AND TRUTHFUL.**
2. **ALL ASSETS AND ALL LIABILITIES** must be completely and accurately disclosed in the documents filed to begin a bankruptcy case. The **REPLACEMENT/RETAIL VALUE** of each asset must be stated in those documents after reasonable research to establish such value.
3. You must disclose your **CURRENT MONTHLY INCOME** and/or **DISPOSABLE INCOME** as determined by the formula required by the Bankruptcy Code.
4. **ALL INFORMATION THAT YOU PROVIDE DURING YOUR CASE MAY BE AUDITED** pursuant to Bankruptcy Code provisions. Failure to provide such information may result in **DISMISSAL OF YOUR CASE OR OTHER SANCTIONS, INCLUDING A CRIMINAL SANCTION.**

Please sign below to indicate that you have read and understand the above notice.

Sign Date

Sign Date

Print Name

Print Name

INITIAL CONSULTATION AGREEMENT (09/08)

THIS AGREEMENT is made this _____ day of _____, _____ between

_____, hereinafter called "Client(s)/Assisted Person(s)" and the Aguilar Law Office, PLLC hereinafter called "Attorney/Debt Relief Agency," who will counsel the above named Assisted Person regarding the bankruptcy process and whether it is in the best interests of Assisted Person.

Assisted Person understands that the Initial Consultation is a general consultation regarding the bankruptcy process. There is no fee for the Initial Consultation. Assisted Person's specific case cannot and will not be evaluated at the Initial Consultation unless Client and Attorney agree to perform the Analysis during the Initial Consultation and sufficient information is provided to do so. Hypotheticals may be used to illustrate the bankruptcy process.

Any suggestions and/or legal advice provided by the Attorney are based solely upon the limited information provided by the Assisted Person. The suggestions and/or legal advice provided may not be the same as that provided after an "Analysis of Bankruptcy Options," should the Assisted Person desire to retain Attorney to complete an Analysis, which may be done during the Initial Consultation or at some later date.

The representation of Assisted Person by Attorney for the Initial Consultation ends at the termination of the Initial Consultation appointment.

Assisted Person acknowledges that they have read this agreement and agrees to the terms and conditions. There are no other written or oral agreements between Assisted Person and Attorney (besides the Analysis of Bankruptcy Options Agreement if applicable) and any modifications, additions or changes to this agreement must be in writing.

The Attorney has made no guarantees regarding the successful discharge or termination of Assisted Person's case should Assisted Person decide to proceed with a bankruptcy filing.

Regardless of whether Assisted Person retains Attorney for representation in a bankruptcy case, the Intake form, as well as this Initial Consultation Agreement, and signed Disclosures required by 11 U.S.C. §§ 342, 527(a)(2), 527(b), and 527(c) will be stored for a period no less than two (2) years. No originals provided by the Assisted Person are kept in the files. Assisted Person waives any notice of destruction of files and acknowledges that the court keeps permanent records of all court-filed documents.

Sign

Date

Sign

Date

ANALYSIS OF BANKRUPTCY OPTIONS (9/08)

THIS AGREEMENT is made this ____ day of _____, _____ between

_____, herein after called "Client/Assisted Person" and the Aguilar Law Office, PLLC herein after called "Attorney/Debt Relief Agency," who will counsel the above named Client(s) regarding the bankruptcy process and whether it is in the best interests of Client(s). Attorney/Debt Relief Agency will perform the following services:

Analysis delivered via in-office appointment of the Client's financial situation, income history and expenses, assets and liabilities, transfers and residency requirements and will then render advice and assistance to the Client in determining whether to file a petition under U.S. Bankruptcy Code and if so, under which Chapter.

Client understands that only the above-described services will be performed and depending on the complexity of the matter, the Aguilar Law Office, PLLC reserves the charge a fee to render the analysis of bankruptcy options.* If the attorney deems a analysis fee necessary, client will be informed in advance and payment will be required prior to the analysis. THE ANALYSIS DOES NOT INCLUDE THE FILING OF THE BANKRUPTCY. THE BANKRUPTCY ATTORNEYS FEES AND FILING FEES WILL BE QUOTED AFTER THE ANALYSIS IS COMPLETED BY THE ATTORNEY.

Client is responsible to provide to the attorney all necessary information. Client is responsible for the accuracy of all information provided to the attorney. Client understands that the advice given by Attorney/Debt Relief Agency, is only as good as the information provided. If information is omitted intentionally or negligently, advice given may be invalid or incorrect as the advice given by Attorney is specifically made based on the information provided.

Client acknowledges that they have read this agreement and agrees to the terms and conditions. There are no other written or oral agreements between Client and Attorney and any modifications, additions or changes to this agreement must be in writing.

Client understands that they have retained the Aguilar Law Office, PLLC to represent them for an analysis of their bankruptcy options only. A Chapter 7 or Chapter 13 Fee Agreement will be completed if Client wishes the Aguilar Law Office, PLLC represent him/her in such a bankruptcy.

The attorney has made no guarantees regarding the successful discharge or termination of client's case should client decide to proceed with a bankruptcy filing.

Client agrees that all fees are considered earned when paid and that no refunds are given if the Client decides not to pursue their bankruptcy options.* Client agrees that the attorney can deposit all fees and costs paid in her general operating account.

Files are stored for five years. No originals provided by the Client are kept in the files. Originals are the client's responsibility. Client waives any notice of destruction of files and acknowledges that the court keeps permanent records of all court-filed documents.

*Client understands that although the fees charged are non-refundable and earned upon receipt, the client does retain the right to discharge attorney and the fee or some portion thereof may be refundable.

Sign

Date

Sign

Date