# Aguilar Law Office, PLLC

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

Date:		
Name (list both spouses, eve	en if not present):	
Address:		_
	home	 mobile
Tell us what brings you to ou	r office today?	
	r office? (Client, attorney referral, Ye	
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	d 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 indica	ate that you have rea	d and understand the above no	otice.
Sign	Date	Sign	Date
Print Name		Print Name	

# DISCLOSURE STATEMENT REQUIRED BY 11 USC § 527(b) (2005)

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 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.

Please sign below to	indicate that you have rea	id and understand the above	e notice.
Sign	Date	Sign	Date
Print Name		Print Name	
The	Aguilar Law Office, PLLC	s a Debt Relief Agency. We	help people file for bankru

#### DISCLOSURE REQUIRED BY 11 U.S.C. § 527(c)

#### Valuing your assets

When discussing your assets with the Attorney/Debt Relief Agency, or when completing the workbook provided by our office in order to file bankruptcy, the Bankruptcy Code requires that you use replacement value. This means the value of your assets if you were to buy the exact same item again.

#### Determining your income

When providing information regarding your "current monthly income," the Bankruptcy Code requires that you total the last six (6) months of income from any source, and divide by 6. (This amount includes regular contributions from any person/entity for the household expenses of you and/or your dependents. **Do not include in the calculation Social Security benefits, payments to victims of war crimes, domestic or international terrorism, or crimes against humanity.** 

#### Disposable income

The Attorney will help you to determine your disposable income. Generally, disposable income is the difference between your current monthly income (above), and your monthly expenses using the National and Local Standards, as well as some monthly expenses which are case-specific (such as medical expenses or daycare).

#### List of creditors

When providing the names and addresses for the creditors that shall receive a bankruptcy notice from the court, please provide the address which appears on both of the two (2) most current statements from each creditor or collection agency. Use the balance showing on the most current statement you have received. (If you have not received a statement in the past 90 days for any creditor, please let our office know.)

#### Exemptions

Each state uses its own law to determine which of your assets are exempt or protected during bankruptcy. If you have not lived in Arizona for the past two years, you will be required to use the exemptions of the state where you lived for the majority of the six month period prior to the previous two years (2 ½ years ago).

The exemptions may be difficult to understand, but our office will help you determine which of your assets are protected and to what extent. Generally, there will be a maximum exemption amount, and as long as the value of your asset(s) does not exceed that exemption amount, the asset is protected. However, if any certain asset has a higher value than the exemption amount, it is not protected. For example, you are allowed to have up to \$4,000.00 (x2 for a married couple) in total household goods and furnishings. You are allowed to have up to \$150,000.00 total **equity** in your residence (this exemption is not doubled for married couples). The equity in an asset is the difference between the value and the amount you owe (e.g. \$240,000.00 home with a mortgage balance of \$200,000.00 has \$40,000.00 equity, therefore the residence is exempt). If you owe more than an item is worth, there is no equity. There are some items which are not protected in bankruptcy. The Attorney will discuss with you your assets and their values to determine which of those assets you may keep.

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

### **INITIAL CONSULTATION AGREEMENT** (09/08)

THIS AGREEMENT is made this	day of _	,	between
Aguilar Law Office, PLLC hereinafter above named Assisted Person regard interests of Assisted Person.	called "Atto		who will counsel the
Assisted Person understands that the bankruptcy process. There is no fee for cannot and will not be evaluated at the perform the Analysis during the Initial Hypotheticals may be used to illustrate	or the Initial e Initial Cor Consultatio	I Consultation. Assisted Pensultation unless Client and on and sufficient information	erson's specific case d Attorney agree to
Any suggestions and/or legal advice prinformation provided by the Assisted liberal the same as that provided after an desire to retain Attorney to complete a at some later date.	Person. The "Analysis o	e suggestions and/or legal of Bankruptcy Options," sh	advice provided may not ould the Assisted Person
The representation of Assisted Person of the Initial Consultation appointment	•	ey for the Initial Consultation	on ends at the termination
Assisted Person acknowledges that the conditions. There are no other written (besides the Analysis of Bankruptcy Cadditions or changes to this agreement	or oral agre Options Agre	eements between Assisted eement if applicable) and a	d Person and Attorney
The Attorney has made no guarant Assisted Person's case should Ass			
Regardless of whether Assisted Person Intake form, as well as this Initial Con U.S.C. §§ 342, 527(a)(2), 527(b), and originals provided by the Assisted Person destruction of files and acknowledges documents.	sultation Ag l 527(c) will rson are kep	preement, and signed Disc be stored for a period no I pt in the files. Assisted Per	losures required by 11 ess than two (2) years. No son waives any notice of
Sign Dat	<u></u> <u>-</u>	Sign	 Date

### **ANALYSIS OF BANKRUPTCY OPTIONS** (9/08)

THIS AGREEMENT is made this	day of	·,	between	
Office, PLLC herein after called "	Attorney/Deht Relie		called "Client/Assisted Pers	
bankruptcy process and whether following services:				
assets and liabilities, trar	nsfers and residenc	y requirements an	incial situation, income hist d will then render advice ar cruptcy Code and if so, und	nd assistance to the
Client understands that only the matter, the Aguilar Law Office, P attorney deems a analysis fee not analysis. THE ANALYSIS DOES ATTORNEYS FEES AND FILING ATTORNEY.	LLC reserves the clecessary, client will NOT INCLUDE TH	narge a fee to rend be informed in adv IE FILING OF THE	ler the analysis of bankrupt ance and payment will be BANKRUPTCY. THE BAN	cy options.* If the required prior to the NKRUPTCY
Client is responsible to provide to information provided to the attorn good as the information provided incorrect as the advice given by a	ney. Client understanders.  If information is o	ands that the advice mitted intentionally	e given by Attorney/Debt F or negligently, advice give	Relief Agency, is only as
Client acknowledges that they haw ritten or oral agreements between must be in writing.				
Client understands that they have bankruptcy options only. A Chap Office, PLLC represent him/her in	ter 7 or Chapter 13	Fee Agreement w		
The attorney has made no client's case should clien				or termination of
Client agrees that all fees are copursue their bankruptcy options.' operating account.				
Files are stored for five years. N responsibility. Client waives any of all court-filed documents.				
*Client understands that althought right to discharge attorney and the				the client does retain the
Sign	 Date	Sign	 Date	