

# **BANKRUPTCY RIGHTS AND DUTIES**

**Please initial each paragraph and sign the last page.** This form explains your rights and duties under a Chapter 7 or a Chapter 13. If both husband and wife are filing, then both must initial each paragraph and sign the last page. This will let us know that you have read each paragraph. Please read carefully and discuss any questions with Theresa Weaver or her staff.

## **1. IN GENERAL**

### **1.1 UNDERSTANDING ALL MY RIGHTS AND DUTIES**

\_\_\_\_\_ By initializing this section 1.1, I am acknowledging that I have read all the following sections and understand them whether they are initialed and whether or not I and/or my spouse have signed this Bankruptcy Rights and Duties on the last page.

### **1.2 ONLY ONE SPOUSE INITIALING/SIGNING**

\_\_\_\_\_ If I am the only spouse who has initialed any section of these rights and duties, Attorney Retainer Agreement or signed below, the other spouse fully understands this/these sections and joins with me in my initialing and/or signing and has discussed this with me and fully understands the same.

### **1.3 LAST RESORT – WORKING WITH CREDITORS, BORROWING MONEY**

\_\_\_\_\_ I understand that BankruptcyCus.com, has advised me not to file a Chapter 13 or a Chapter 7 if I can work with my creditors or borrow enough money to handle my/our financial problems.

### **1.4 CREDIT REPORT – CREDIT RE-ESTABLISHMENT PROGRAM**

\_\_\_\_\_ I understand that the filing of a Chapter 13 or Chapter 7 will reflect as a negative on my credit and will appear on my credit report for up to 10 years. In many jurisdictions, I am aware that, if I complete a 100% Chapter 13, I will qualify for credit re-establishment with the assistance of the Trustee's Office. I have asked my attorney if this is available in the jurisdiction in which I am filing. The filing will be on my credit report even if my case is dismissed. My credit may be checked for future loans, applications for insurance and in other instances where credit checks are processed.

### **1.5 PERSONAL DECISION**

\_\_\_\_\_ I understand that the decision to file a Chapter 13 or a Chapter 7 is a personal decision and not merely a legal decision. I have been advised as to the legal consequences and I am making this decision of my own free will. I understand that BankruptcyCus.com, cannot make this decision for me, I understand that I am filing a form of bankruptcy, and my attorney or any staff member has never told me otherwise.

## 2. PAPERWORK – SCHEDULES

### 2.1 DEBTS

\_\_\_\_\_ I know I must list all creditors I owe which include but are not limited to credit unions, child support, charge cards even if current, disputed debts, co-signed debts, business or personal debts, real estate taxes, delinquent federal income taxes, homeowners insurance, Veterans Administration or HUD, and any other guaranteeing agency for your home loan or student loans, even if not yet due.

### 2.2 SPOUSES & FORMER SPOUSES

\_\_\_\_\_ I know that I should schedule (list) my spouse, even if he/she is not filing the bankruptcy petition with me, and/or all former spouses. I understand that I cannot discharge alimony to or maintenance for or support of my spouse, former spouse(s) or child(ren). I also understand that I may not be able to discharge any other liability to my spouse, former spouse(s) or child arising out of a divorce decree or separation agreement. My spouse or former spouse(s) can file a complaint to ask the Court to determine whether any other kind or obligation (i.e. not alimony, maintenance or support) is dischargeable, and I am likely to lose such a complaint regarding any of these sort of obligations unless I can show the Court that if the obligation(s) is/are not dischargeable and I am ordered to pay it/them I could show that not discharging the obligation(s) would cause me more harm than it would cause my spouse, former spouse(s) or my child(ren).

### 2.3 PROPERTY

\_\_\_\_\_ I know I must list all property, real, personal and/or intellectual, that I own which include but are not limited to houses, rental property, rent-to-own, furniture, stocks, bonds, lawsuits, potential lawsuits against someone else, settlement on lawsuits, debts owed to me, jewelry, cars, office equipment, accounts receivable, inherited interest in property, money in credit union accounts, retirement plan benefits, livestock, life insurance cash values, anything of value, etc. Neither my attorney(s) nor anyone on their staff has told me to not list any property that I own. **I know it is a crime to willfully refuse to list all my property.**

### 2.4 INHERITANCE, LIFE INSURANCE OR DIVORCE PROPERTY SETTLEMENT

\_\_\_\_\_ I understand that if it appears that I will, or I do, inherit money or become entitled to money as a beneficiary under someone else's life insurance policy, within 180 days from the date of filing, or separate from or divorce my spouse and come into additional money or property not shown on my schedules within the said time, that my schedules must be amended and I will so inform BankruptcyCus.com in writing. These assets may be part of your bankruptcy estate if they are not exempt and subject to liquidation by a Chapter 7 Trustee or I know I may have to raise my Chapter 13 plan payment in order to protect these assets.

### 2.5 DEADLINES

\_\_\_\_\_ I understand that there are deadlines which must be met to prevent my case from being dismissed. I understand that bankruptcy issues are time-sensitive and if I do not produce

documents or required information by the requested date my case will have problems and may be dismissed.

### 3. PLAN PAYMENTS – CHAPTER 13

#### 3.1 AMOUNT

\_\_\_\_\_ I know that plan payments to the Trustee in a Chapter 13 **may** increase if additional debts are discovered (depending on the kind of debt, income and other financial factors), if I owe more than what is stated on my schedules, or if the judge requires an increase in my payment due to legal considerations including the valuation of the collateral. If I owe less than the collateral is worth, I must pay the contractual interest rate, which may increase my plan payment. I know that I am to pay to the best of my ability in a Chapter 13. I understand that is I pay less than 70% of my unsecured claims that I would not be able to file a Chapter 7 within the 6 year time period. If, in my Chapter 13 petition, I am paying less than 70% to my unsecured creditors, I have made this decision after being fully informed of the consequences and have made the personal choice to pay less than the 70%.

#### 3.2 CHANGE OF FINANCIAL CONDITION

\_\_\_\_\_ If I fall behind on my payments, my plan will have to be modified to a longer plan or raise my payments to catch up any arrears if it is not extended. (IF THE COURT FINDS THAT I AM ACTING IN BAD FAITH (e.g., trying to defraud my creditors), I ALSO UNDERSTAND THAT IF I FALL BEHIND ON MY PAYMENTS, THE COURT MAY NOT ALLOW ME TO MODIFY MY PLAN TO RAISE PAYMENTS, BUT MAY DISMISS MY CASE AND/OR ALLOW CREDITORS TO TAKE MY SECURED PROPERTY.)

#### 3.3 DISMISSAL FOR NON PAYMENT

\_\_\_\_\_ I know that when I file a Chapter 13 I must make my plan payments on time or my case will be dismissed without further notice. **I understand that there is no “grace period” and my plan payment is considered late if it is not received by the due date.** I understand that Chapter 13 is probably my last chance to pay my debts and to save my property, BankruptcyCus.com has not informed me that I can skip a plan payment without the Court’s permission.

#### 3.4 FIRST PLAN PAYMENT

\_\_\_\_\_ I understand that my **first plan payment must be on time** and that the court will dismiss my case after sending a 48 Hour Notice of Intent to my attorney. I understand that my first payment must be made by money order or cashier’s check and that I am responsible for sending the payment to the right payment address and writing my case number on the money order or cashier’s check. I also understand that some Chapter 13 Trustees will not accept payments at their physical address and have specified a payment address for payments and it is my responsibility to send my payments to the correct address.

### 3.5 WAGE DIRECTIVE AND ACH (Automatic Clearing House)

\_\_\_\_\_ I understand that a Wage Directive or ACH (which will debit my plan payment from my checking account) will not go into effect until after my first plan payment and that it is my responsibility to check my pay stubs or bank statements to make sure that payments have been made. I understand that if I have elected to use ACH, it is a privilege and will be terminated if the debit is returned NSF (non-sufficient funds). I understand that if the ACH is terminated I may be required by the Chapter 13 Trustee to submit a Wage Directive.

### 3.6 EFFECT OF DISMISSAL

\_\_\_\_\_ I understand that if my case is dismissed for failure to pay in a Chapter 13 that it may be dismissed with prejudice and that I may not be able to file a Bankruptcy under any Chapter (7,11,12, or 13) again for 180 days. Upon such a dismissal, all creditors will be free to continue collection efforts for the full, unpaid amount of the debt. Such efforts could include foreclosure, repossession, garnishments, lawsuits, etc. I understand that the fact of my filing a bankruptcy will continue to be shown on my credit report.

## 4. TRUSTEE

### 4.1 TRUSTEE

\_\_\_\_\_ I understand that the Trustee **IS NOT MY ATTORNEY**. He/she will be collecting the monthly plan payment and will make payments to my creditors. I understand that the Chapter 13 Trustees are Janna Countryman for the Eastern District, Thomas Powers for the Northern District of Dallas and Tim Truman for the Northern District of Fort Worth. I understand that in a Chapter 7 the court will appoint a trustee. ***I understand that the Bankruptcy Code requires me to cooperate with the Trustee and that my case can be dismissed or a discharge denied if I fail to fully cooperate with the Trustee.***

### 4.2 TRUSTEE FEES – CHAPTER 13

\_\_\_\_\_ I understand that the Chapter 13 Trustee's compensation is 10% of total moneys paid distributed under the plan.

### 4.3 INCURRING NEW DEBT OR SELLING PROPERTY

\_\_\_\_\_ I understand that while I am in a Chapter 13 I cannot acquire any new credit or sell secured property without the permission of the Trustee and the court. ***(If you feel that you need to incur debt while you are in bankruptcy, you should contact BankruptcyCus.com before taking any action.) I also understand that I will pay BankruptcyCus.com additional attorney's fees to file a Motion to Incur or Motion to Sell.*** I also understand that BankruptcyCus.com is not a lending institution and is not responsible for finding a lender for any Motions to Incur. Furthermore, I understand that the Chapter 13 Trustee will place limits on the amount that I may borrow. I understand that any debt that I incur after the date of filing my

bankruptcy will not be protected by the bankruptcy and cannot be paid through the Chapter 13 plan.

## **5. ATTORNEY**

### **5.1 LAW OFFICE OF BANKRUPTCYCUS.COM**

\_\_\_\_\_ I understand that I have retained BankruptcyCus.com to represent me in my bankruptcy and that a lawyer of BankruptcyCus.com will represent me as necessary.

### **5.2 REASONABLE COMPENSATION**

\_\_\_\_\_ I understand that BankruptcyCus.com is entitled to reasonable compensation for all work performed and if I decide at any point not to continue with this case, there will be a fee charge depending upon the amount of work actually performed.

### **5.3 DETERMINATION OF ATTORNEY'S FEES**

\_\_\_\_\_ I understand that the attorney's fee is controlled by the Bankruptcy Court and no fees can be changed without disclosure to the court. The amount of the fee will be determined by the amount and type of my debts, and also by the amount of work performed by an attorney, paralegal, or other staff member.

### **5.4 WHAT FEES DO NOT COVER**

\_\_\_\_\_ I understand the estimated fee I will be paying the Law Offices of BankruptcyCus.com, covers only routine services in the completion of my case. It does not include services such as Motions for Relief from Stay, Motions to Incur, enforcement of criminal matters, warranty claims, child support, defense of debtor in lawsuits, denial to pay by insurance companies, tax advice, contesting tax claims, filing to avoid liens on real estate, and converting a Chapter 13 to Chapter 7 or any other matter not common to all bankruptcy filings. Court appearances arising out of failure to make Chapter 13 payments, keeping motor vehicles or homes insured, failure to keep payments current on mortgages or other direct pay notes, and modifications of my Plan will incur an additional fee.

### **5.5 REPRESENTATION UPON DISMISSAL OR CONVERSION**

\_\_\_\_\_ I understand that BankruptcyCus.com will not represent me as to problems occurring after dismissal or after conversion to another chapter unless a new fee agreement is entered into unless so ordered by the court.

### **5.6 PENDING ACTIONS**

\_\_\_\_\_ I understand that BankruptcyCus.com does not represent me as to my actions now pending in any other court or government agency. I must obtain other counsel if I desire to continue such actions or proceedings. I understand that if my case is dismissed, such proceedings are reinstated automatically and BankruptcyCus.com will not represent me in those proceedings without a new fee agreement being entered into, but regardless of whom I retain to

represent me that I must take immediate steps to retain representation so my legal rights are not lost.

## 5.7 DISCUSSING MY CASE

\_\_\_\_\_ I understand that BankruptcyCus.com or any of its employees will not discuss my case with family, friends, or acquaintances unless I have given expressed written permission or they have a genuine Durable Power of Attorney. I also understand that notice of my bankruptcy filing will be sent to co-debtors, former spouses, landlords, creditors and government agencies which include but are not limited to the Attorney General, Comptroller of Public Accounts, Internal Revenue Service, Texas Alcoholic Beverage Commission, Texas Workforce Commission, United States Attorney and the United States Trustee.

## 5.8 LEGAL ASSISTANTS

\_\_\_\_\_ I understand that non-lawyers or "legal assistants" will be working on my case. I understand that if I insist on speaking to an attorney, instead of another non-lawyer staff member assigned by BankruptcyCus.com to my case, I may be responsible for additional attorney's fees.

## 5.9 RESPONSE TIME

\_\_\_\_\_ I understand that not all questions or problems can be handled immediately and I must give BankruptcyCus.com's staff time to examine or research my issues. I understand that I should allow 24 hours for phone calls to be returned and 48 hours for faxes or e-mails to be answered (these times do not include weekends). This will give us time to gather information and talk with attorneys about your case. I understand that if I do not hear from the staff of BankruptcyCus.com after the allotted time I will call again or resubmit my question. I understand that legal assistants, although trained by Theresa Weaver, are not attorneys and may not know the answers to my question.

# 6. CREDITORS

## 6.1 WHAT TO TELL CREDITORS

\_\_\_\_\_ I understand I am to tell any creditors that call or write to me that I have filed Chapter 13 or a Chapter 7 and to give them my case number. If creditors improperly persist in contacting me after I have filed bankruptcy and the creditor has had enough time to receive and process notice (up until your 341 meeting), I should fax, mail or hand deliver the statement/letter or log (for telephone contact, with the date, time, company and person calling) to BankruptcyCus.com so that we may send the offending company a warning letter.

## 6.2 STATEMENT

\_\_\_\_\_ I understand that while I am in bankruptcy I will no longer receive statements from my creditors because they are prohibited from attempting to collect on any debt.

### 6.3 CHAPTER 7 – PAYMENT OF CREDITORS

\_\_\_\_\_ In a chapter 7, I understand that if I fail to make regular contractual payments as they become due to my secured creditors, the creditor would be free to foreclose, take possession, or take other collection actions. If I desire to reaffirm a debt (continue with the legal obligation to pay according to the contract after the bankruptcy), my payments must remain current in order to avoid repossession and possible deficiency judgment for the difference between the debt owed and the value of the collateral.

### 6.4 CHAPTER 13 – PAYMENT TO CREDITORS

\_\_\_\_\_ I understand that although I am making a plan payment to the Chapter 13 Trustee it is my responsibility to make contractual payments not paid through the plan (i.e. house payment or any debt listed as “direct pay”).

### 6.5 AUTOMOBILE INSURANCE

\_\_\_\_\_ I know that at ALL TIMES, if the contract requires or Trustees guidelines require, I am to keep collision and liability insurance (with contractually required deductibles) on any vehicle I own that is collateral for any creditor. I understand that single interest coverage purchased by the creditor is not sufficient. I understand that failure to maintain such insurance may cause the court to allow the creditor to repossess. I also understand that in the event my vehicle is not covered by insurance during my case and the vehicle is damaged and/or destroyed that I will be responsible to the creditor for all payments on the vehicle. I understand that a creditor filing a court action for failure to maintain insurance may result in additional attorney fees. I understand it is the law that I maintain liability insurance on my vehicle even if they are not collateral for a loan.

### 6.6 TAX REFUND

\_\_\_\_\_ **I understand that while I am in an active bankruptcy I should not file a “Rapid Refund”.** In order to get a rapid refund I will be incurring new debt and I will be held responsible for this debt and will not be protected by the bankruptcy from the creditor. I understand that in a Chapter 13 case that if I owe the Internal Revenue Service or any other taxing authority, and I am due a refund from the Internal Revenue Service, the IRS may be entitled to offset my refund against what I owe the IRS. I understand that in a Chapter 7 case, unless it is exempt, the Trustee may be allowed to keep my tax refund(s) or any or any amount I am owed by the IRS to the date of the filing of my bankruptcy case. I also understand that if I get behind on child support, after the date of filing my Chapter 13 case, that the Attorney General will be entitled to keep my refund. In a Chapter 13, my tax refund check will be sent to the Trustee’s office and if I am current on my plan payment(s), the Trustee will forward it to me. I understand that if my refund is over \$2,000.00 the Trustee may distribute my refund to my creditors and if I am behind on my plan payment(s), it will be applied to the amount I am in arrears.

### 6.7 FHA SUBSIDIZED HOUSING

\_\_\_\_\_ I understand that if I am getting help in the form of reduced payments, co-payments by the government, or guaranteed payments on my housing, the amount I pay for housing will depend upon the rules of the government agency. My payments may go up if my family income exceeds the limitation imposed by the government agency or if I fail to send in to the agency all required paperwork.

#### 6.8 SECURED DEBTS

\_\_\_\_\_ I understand it is a criminal offense to hide, sell or give away property that is secured by a loan or debt. If the property has been stolen I will be required to produce a police report supporting my claim.

#### 6.9 OBJECTION TO CLAIMS

\_\_\_\_\_ I understand a creditor may file a claim that is incorrect and in a Chapter 13, I will be receiving a “Motion to Allow Claims” as well as a “Motion to Allow Additional Claims.” I understand that if I object to the amount of a claim filed by a creditor that I must make an appointment with BankruptcyCus.com to discuss the claim in person within 7 days of a “Motion to Allow.” I understand that there is a deadline to object to the “Motion to Allow Claims” and/or “Motion to Allow Additional Claims.” I understand that failure to object will mean the claim will be paid according to the terms of the motion. I understand that I may have to attend a hearing, and it is my duty to obtain all records necessary to support the reason for the objection.

#### 6.10 ADDING CREDITORS

\_\_\_\_\_ I understand that I may add any debt to my bankruptcy that occurred before the date of filing my case. I understand that I cannot add any debts that occurred after the date of filing my bankruptcy unless I am converting from a Chapter 13 to Chapter 7 bankruptcy. I understand that adding creditors will require amending my schedules and that a fee is required by the court to file the amended schedules and this fee is required each time my schedules are amended (it is better to add all of your creditors at one time to avoid having to pay this fee more than once). Furthermore, I understand that the policy in the office of BankruptcyCus.com to allow creditors to be added is up to 30 (thirty) days after the date of filing for Chapter 7 and 6 (six) months after the date of filing for Chapter 13. Attempting to add creditors later than these dates will raise objections from the Trustee and creditor.

### 7. CHAPTER 13 AND CHAPTER 7 – OTHER MATTERS

#### 7.1 CRIMINAL MATTERS

\_\_\_\_\_ I understand Chapter 13 or a Chapter 7 will not protect me from criminal prosecutions, fines, orders of restitution or probation revocation (i.e. returned checks, DWI fines, theft, welfare fraud, fraud in receiving government benefits, VA, school or disability benefits, unemployment benefits, social security benefits) or charges resulting from failure to have automobile liability insurance, etc. I understand that BankruptcyCus.com will not represent me in any criminal charges that have or may be brought against me.

#### 7.2 CHILD SUPPORT – ALIMONY



\_\_\_\_\_ I understand that I must continue to make such payments, and could face state court proceedings if I fail to maintain such payments. I understand the state and/or federal government will be allowed to take my tax refund each year if I fail to pay my child support.

### 7.3 DIVORCE

\_\_\_\_\_ I understand that if I am married and filing jointly that BankruptcyCus.com may not represent one spouse against the other, (i.e., divorce, separate maintenance, separating payments, seeing to it that one party makes payments, what I can make my spouse do or not do, etc.)

### 7.4 CO-DEBTORS – CHAPTER 13

\_\_\_\_\_ Although a Chapter 13 will, in most cases, protect co-debtors for consumer debt situations, I understand that Chapter 13 will not protect co-debtors in business loans or non-consumer debts or any debt where I did not receive the benefit of the loan (i.e., where I co-sign for a relative to buy a car) or on any debts not paid in full. **In these cases the creditors will be free to proceed under state law against any co-debtors. I understand that BankruptcyCus.com does not represent the co-signer and cannot do so because of a conflict of interest and therefore cannot discuss any aspect of the case with the co-signer.**

### 7.5 CO-DEBTORS – CHAPTER 7

\_\_\_\_\_ I understand that if I file a Chapter 7 or convert to a Chapter 7 at a later date from any other Chapter of the Bankruptcy Code, Chapter 7 will not protect any co-debtors.

### 7.6 REAFFIRMATION OF SECURED DEBTS – CHAPTER 7

\_\_\_\_\_ I understand that in a Chapter 7 that if I want to keep secured collateral, I must continue to pay for those items. These debts may include credit cards where I purchase large items such as electronics and/or appliances. I also understand that it is up to the creditor, **NOT** BankruptcyCus.com, to prepare and file a reaffirmation agreement. I understand that if a reaffirmation agreement is not sent, I will no longer receive statements. I understand that I must reaffirm a debt if I am unable to return the property and, if the property has been stolen I must produce a police report supporting my claim. I understand that after my case has been discharged, if I fall behind on my payments, the secured creditor is entitled to repossess the property and there may be a negative notation on my credit report.

### 7.7 DEBTS NOT IN MY NAME

\_\_\_\_\_ I understand that bankruptcy does not cover debts that are not in my name and on which I am not liable to the creditor (i.e., if I have charged on someone else's account; if I have assumed someone else's debt without the creditor's permission in writing).

### 7.8 UTILITY BILLS

\_\_\_\_\_ I know that I am to remain current on my utility bills and the utility companies may turn off my utilities if I do not remain current. I understand that I may have to pay a new deposit on all utility debts that are listed and in default if I want to continue my service. I understand that problems with utility bills incurred after the filing of my bankruptcy are problems that I must handle myself and if BankruptcyCus.com handles the problems there will be additional charges for this extra service.

#### 7.9 POST-PETITION DEBTS

\_\_\_\_\_ I understand that Chapter 13 or Chapter 7 will not protect me as to debts (including taxes and child support) arising after my filing and that the creditor may be allowed to exercise all collection efforts including a lawsuit, garnishment, phone calls and repossessions. This includes repairs done on motor vehicles and mechanic's liens and I must pay for such repairs before I can get the vehicle back into my possession.

#### 7.10 SURRENDERED PROPERTY

\_\_\_\_\_ I understand that if I am to surrender property to a creditor I will be responsible for loss or damage to the property. If I have stated that I intend to surrender certain property, I understand the creditor may then be able to repossess such item(s) without further notice. I know that if I have filed a Chapter 13 that once my plan is confirmed and I surrender property and/or lose it for failure to maintain insurance on it, that I may still be liable for the entire balance of the debt. I have been advised by BankruptcyCus.com that the decision to keep secured property is a personal choice.

#### 7.11 NON-EXEMPT PROPERTY

\_\_\_\_\_ I understand that not all the property I own may be exempt (which means if I file a Chapter 7 or convert to a Chapter 7 bankruptcy at some future date, the Chapter 7 Trustee may be able to take this property and sell it for the benefit of my creditors). I have revealed all the property I own, or in which I have any kind of interest, to my attorney and she (or someone on her staff) has informed me what is exempt and what is not exempt. I further understand that under the laws of some states, cash (or its equivalent) is not exempt. Therefore, I understand that any tax refund being held by the government is subject to the Trustee's seizure, and I understand that any funds in any financial institution or held by another person or entity, including myself, **on the date of filing my Chapter 7 or the date of conversion from Chapter 13 to Chapter 7, even if I have checks drawn on any or all of these funds, may not be exempt.** If, in the future, I intend to convert to Chapter 7, I acknowledge that my attorney has advised me to operate on cash and not to have more than \$10.00 in any financial institution or held by any other entity, including myself, **on the date of conversion from Chapter 13 to Chapter 7.** If I file a Chapter 13, I further understand that I must pay my unsecured creditors as much as they would have been entitled to receive had I filed under a Chapter 7.

#### 7.12 CASH COLLATERAL

\_\_\_\_\_ I understand that if I have funds in a financial institution at which I also have a loan or credit card, these funds may be collateral for the loan. Therefore, if the institution allows, I understand that my attorney recommends that I remove all such funds **before** filing a bankruptcy petition and to not put any more funds in any such institution while my bankruptcy is pending because these deposits could be frozen and ultimately seized by the institution.

### 7.13 ATTENDING MEETING OF CREDITORS

\_\_\_\_\_ I understand that BOTH spouses must attend the “Meeting of Creditors” (341(a)), unless I receive written instructions from my attorney. If either does not attend, I understand that the Court may not allow me to reschedule, which will probably result in my case being dismissed. I further understand that if I do not receive a notice of when and where this meeting is to be held within 20 days of the date my bankruptcy case is filed, I will call BankruptcyCus.com and request to have this notice mailed to me. If I move between the times I file my case and receive notice, I understand that I am responsible to make sure my mail is forwarded to my new address. I further understand that if I convert to another chapter of the bankruptcy code, I must attend a new “Meeting of Creditors” and all the above statements apply.

### 7.14 FILING OF CLAIMS

\_\_\_\_\_ I understand that I am personally responsible to make sure a claim is filed for creditors whose debts are non-dischargeable or for debts that I want to be sure are paid in full through my Chapter 13 plan. I further understand that if I do not do this, these debts will not be paid and I will still owe them after the plan is over.

### 7.15 NEW ADDRESS AND PHONE NUMBER

\_\_\_\_\_ I understand that if I change my address or phone number, at home or at work, I must contact BankruptcyCus.com in writing advising of the new address and/or phone number.

### 7.16 MAIL

\_\_\_\_\_ I understand that it is my responsibility to read all of my mail and to advise BankruptcyCus.com immediately of any discrepancies or inaccuracies in my case. I understand that if I do not advise BankruptcyCus.com of these discrepancies within a reasonable amount of time we will not be able to make changes to my case.

## 8. WHAT IS A CHAPTER 13 AND CHAPTER 7?

### 8.1 FORM OF BANKRUPTCY

\_\_\_\_\_ I understand that I am filing a form of bankruptcy and it is filed in the United States Bankruptcy Court.

### 8.2 JOINT FILINGS

\_\_\_\_\_ I know that if I am married, I can file separately or jointly. I know I do not have to join in with my spouse if I don not desire to do so, and the non-filing spouse cannot later join my case after the case is filed. I know that if we file a joint case, that the case may only be able to

continue as a joint case and one of the parties may not be able to be deleted from the case unless the entire case is dismissed.

### 8.3 CHAPTER 7 vs. CHAPTER 13

\_\_\_\_\_ I know I have the right to file a Chapter 7 (unless I have filed another Chapter 7 in the last six years or, within 180 days of the dismissal, I have had a Bankruptcy case of under any Chapter dismissed “with prejudice” or I have filed another Chapter 13 in the last six years which paid less than 70% to unsecured creditors), or a Chapter 13 (unless I am a stockbroker; or have filed another Chapter 13 in the last six years which paid less than 70% to unsecured creditors or, within 180 days of the dismissal “with prejudice”). The differences between all the forms of Bankruptcy have been explained to me.

### 8.4 FIRST MEETINGS

\_\_\_\_\_ In a Chapter 7 case, I know I must attend a first meeting of creditors or my case will be dismissed. In a Chapter 13 case, I may be required to attend a financial management seminar and will have to attend a first meeting of creditors (unless excused by the Court and the Trustee and only if no creditors object). Failure to attend any required meeting may result in my case being dismissed. **I know if I am filing jointly that my spouse and I must attend.** If I don not attend and my case is dismissed, I may not be allowed to re-file for 180 days.

### 8.5 OBJECTION HEARINGS

\_\_\_\_\_ I understand that if a creditor objects to my case that I will have to attend an objection hearing. I understand that if I fail to attend, my case may be dismissed.

### 8.6 COURT HEARINGS

\_\_\_\_\_ I understand that if I fail to attend any hearing ordered by the court that my case may be dismissed and the creditors will be allowed to proceed against me and my property. I understand I may not be allowed to re-file any type of bankruptcy for 180 days. I understand 180 days is time allowed for creditors to start and finish any foreclosures, repossession, garnishment, etc. I should always attend a hearing unless specifically excused by the court. I understand that I may have several hearings and that being excused from one or more hearings does not excuse me from other hearings.

### 8.7 CHANGE OF ADDRESS AND OTHER CHANGES

\_\_\_\_\_ I understand that I will be notified by mail of all hearings and other important matters concerning my case and that I must keep BankruptcyCus.com and the Trustee in my case informed of any address change. I understand that a change of address will be filed with the court and I will receive a copy of the change of address. If I do not receive a copy, then I understand my mail may be sent to the wrong address. In a Chapter 13 I know I am to keep the Chapter 13 Trustee, informed of any changes in telephone numbers as well as any changes in employers.

## 8.8 DISCHARGE & FILING CLAIMS ON BEHALF OF A CREDITOR – CHAPTER 13

\_\_\_\_\_ I understand that a discharge in a Chapter 13 will not discharge (get rid of) child support, alimony, long-term debts (houses, extended months vehicle payments, etc.), student loans or any debt not listed. Of course, if I pay these debts through my plan, I will no longer be liable for these debts. I will make sure that any non-dischargeable debt is included in my plan by inquiring as to whether or not a claim has been filed by such a creditor. If a claim has not been filed, I will make sure a claim is filed on behalf of such a creditor within the time allowed by the Court's rules and/or "Notice of Bankruptcy".

## 8.9 DISCHARGE – CHAPTER 13

\_\_\_\_\_ I understand that a discharge in a Chapter 13 will not discharge (get rid of) the following types of debts:

- (a) Taxes
- (b) For money, property, services, extension, renewed or refinancing of credit obtained by:
  - (1) False pretenses, false representation, or actual fraud;
  - (2) Written statements, that were materially false, as to my financial condition, upon which the creditor reasonably relied and by which I intended to deceive.
- (c) \$500.00 for luxury goods or services within 90 days of petition or cash advances aggregating (totaling) more than \$750.00 on or within 70 days of the filing of the petition.
- (d) Non-filing or scheduled debts with insufficient addresses.
- (e) Fraud, embezzlement, or larceny.
- (f) Child support, alimony, or maintenance.
- (g) Student loans.
- (h) Judgments related to items a – g above.
- (i) Debt that has been determined to be non-dischargeable in another case.
- (j) Criminal fines.

## 8.10 DENIAL OF A DISCHARGE – CHAPTER 7

\_\_\_\_\_ I know I will not be granted a discharge in a Chapter 7 if I do or have done the following:

- (a) Show intent to hinder, delay or defraud a creditor or the Trustee, or transferred, removed, destroyed, mutilated, concealed, or permitted these things to happen to property within one year of the filing of my Chapter 7 or after filing.
- (b) Concealed, destroyed, mutilated, falsified or failed to keep or preserve any recorded information dealing with my financial condition or transaction.
- (c) Knowingly and fraudulently made a false oath, or presented or used a false claim, or withheld from an officer of the estate any recorded information, or gave, offered, received or attempted to obtain money, property, or advantage, or a promise of money or advantage for acting or forbearing to act.
- (d) Failed to explain satisfactorily all loss of assets or deficiency of assets to meet my liabilities.
- (e) Refused to obey any lawful order of the court.
- (f) Committed any of the foregoing acts within one year of filing this Chapter 7, or in connection with another bankruptcy case.
- (g) Have been granted a discharge under Section 1141 (a Chapter 11 discharge) within 8 years as of this Chapter 7 petition.
- (h) Have been granted a discharge in a Chapter 13 unless payments were 70% of total unsecured claims and was debtor's best effort. I (we) must have paid at least 70 cents on the dollar in my previous Chapter 13).

#### 8.11 REFILING TO TRY TO DISCHARGE DEBTS

\_\_\_\_\_ I know that if I am granted a discharge under Chapter 7 or Chapter 13 and a creditor files a suit against me for a discharged debt, **I must raise this as a defense** within the proper legal time or I may lose this defense and the creditor may proceed against me to collect the debt. I understand that this defense is my responsibility and that BankruptcyCus.com is under no obligation to defend me in the court that the action was brought in. Because of this, I know I am to keep a copy of my Discharge, because my file at BankruptcyCus.com will be placed in storage and will not be readily available. I also know that I will receive copies of all documents related to my case and that I should retain these documents for future reference.

#### 8.12 AGREEMENT REGARDING QUESTIONS

\_\_\_\_\_ I understand that the office of BankruptcyCus.com may require that I submit my questions of concerns in writing and must be delivered in any of the following:

- (1) Mail
- (2) Fax **(Please include a cover sheet with your name, number of pages that you are faxing and phone number where we can reach you.)**
- (3) Hand deliver
- (4) [clients@bankruptcyrus.net](mailto:clients@bankruptcyrus.net)

I understand that I should allow 24 hour for phone calls to be returned and 48 hours for e-mails or faxes to be answered (these times do not include weekends).

### 8.13 ATTORNEY DISCLOSURE

\_\_\_\_\_ I hereinafter referred to as the “debtor(s)”, and BankruptcyCus.com, hereby state that all of the information in the original petition, schedules, statement of financial affairs, and subsequent amendments is derived solely from the debtor(s). The debtor(s) has (have) been fully advised to list all property owned, whether real, personal, or intellectual, whether legal or equitable, and to list the actual values of those items. The original petition and subsequent amendments have been prepared based upon the information given to the law firm of BankruptcyCus.com by the debtor(s). After the debtor’s(s’) bankruptcy documents have been read and reviewed, and reasonable inquiry, have been found to be well grounded in fact and warranted by law. However, BankruptcyCus.com, has not independently verified any of the information contained within the debtor’s(s’) bankruptcy documents. Neither the undersigned attorney nor the law firm of BankruptcyCus.com, make any warranties as to the accuracy of the original petition, schedules, statement of financial affairs, or subsequent amendments, filed in this bankruptcy case.

### 8.14 ACCURACY DISCLAIMER

\_\_\_\_\_ I hereby acknowledge that my (our) bankruptcy petition schedules, statement of intentions, and statement of financial affairs accurately reflect the information that I have provided to BankruptcyCus.com, my attorneys, whether communicated orally or in writing. If any information so provided orally or in writing is not reflected in the original petition, schedules, statement of financial affairs which I (we) have signed to be filed in the Bankruptcy Court, whether that information has been changed, deleted, or additional information has been provided, I acknowledge that the signed documents are absolutely truthful and accurate. I further acknowledge that I have disclosed all my debts owed on the date of filing as well as any and all ownership interest, on the date of filing, in any property, whether real, personal, or intellectual, whether legal and/or equitable interest. BankruptcyCus.com has advised me (us) to reveal any such interests, and I have not been advised to not reveal such interest no matter how minor or insignificant I may consider it to be. I understand that I am responsible for providing correct addresses and account numbers for my creditors. It is further understood that if creditor addresses are not provided before the time of filing my case then the creditor will not be listed on my petition. I also acknowledge that after my case has been filed a fee will be assessed to add creditors to my bankruptcy as well as change creditor addresses when creditor mail is returned by the United States Postal Service as “Undeliverable”, “Addressee Unknown”, etc.

### 8.15 REQUIRED INFORMATION

\_\_\_\_\_ I understand that I must provide the last four (4) years of tax return and all pay-stubs for the last three (3) months at least ten (10) days before my 341 Meeting of Creditors or my case will be dismissed. Every year after filing my Chapter 13 bankruptcy I understand that I must provide a copy of my tax return so that the staff of BankruptcyCus.com can file it with the court. Failure to do so will result in the dismissal of my case.

**I HAVE READ THE FOREGOING RIGHTS AND DUTIES AND HAVE HAD ANY QUESTIONS I  
MAY HAVE ANSWERED BY BANKRUPTCYCUS.COM.**

Date: \_\_\_\_\_

CLIENT(S)

Signature(s): \_\_\_\_\_ Print: \_\_\_\_\_

\_\_\_\_\_ Print: \_\_\_\_\_