

The Spagnola Law Firm

Pre Bankruptcy Filing Checklist

CLIENT NAME _____

- 1) _____ Completed Intake
- 2) _____ Last Two Tax Returns
- 3) _____ Attorney Fee
- 4) _____ Filing Fee
- 5) _____ First Payment (Ch. 13 Only)
- 6) _____ Credit Counseling Completed
- 7) _____ Signed Contract
- 8) _____ Paystubs for the past 6 months
- 9) _____ Business Income and Loss Statement for past 6months if Self Employed or a business owner
- 10) _____ Completed credit authorization (attached) and copy of photo I.D. for all filers

Debtor Name _____ Co Debtor Name _____

Husband Social Security Number _____ Wife Social Security Number _____

Address _____

Phone Number (H) _____ (W) _____ (O) _____

Items needed for Bankruptcy

- 1) Tax returns for last two (2) years. IF YOU HAVE NOT FILED ALL TAX RETURNS YOU CANNOT FILE BANKRUPTCY.
- 2) ALL lawsuits or judgments that are pending or have not been satisfied, including case number, name of opposing party, and amount owed.
- 3) ALL payments made to creditors within the past 90 days.
- 4) ALL payments made to a family member within 1 year.

A. List all your real property:

PRIMARY RESIDENCE

Address _____

Market Value of Property _____ Do you plan to keep this property? _____

First Mortgagor & Address _____

Monthly Payment _____ Interest Rate _____

Amount Owed _____ Amount you are behind on payments _____

Second Mortgagor & Address _____

Monthly Payment _____ Interest Rate _____

Amount Owed _____ Market Value of Property _____

Amount you are behind on payments _____ Do you plan to keep this property? _____

OTHER REAL ESTATE OWNED

Address _____

Market Value of Property _____ Do you plan to keep this property? _____

First Mortgagor & Address _____

Monthly Payment _____ Interest Rate _____

Amount Owed _____ Amount you are behind on payments _____

Second Mortgagor & Address _____

Monthly Payment _____ Interest Rate _____

Amount Owed _____ Market Value of Property _____

Amount you are behind on payments _____ Do you plan to keep this property? _____

B. Personal Property

1) Automobile (Year,Make,Model) _____

Mileage _____ Monthly Payment _____ Interest Rate _____

Creditor & Address _____

Account Number _____

Amount Owed _____ Market Value of Property _____

Amount you are behind on payments _____ Do you plan to keep this property? _____

2) Automobile (Year,Make,Model) _____

Mileage _____ Monthly Payment _____ Interest Rate _____

Creditor & Address _____

Account Number _____

Amount Owed _____ Market Value of Property _____

Amount you are behind on payments _____ Do you plan to keep this property? _____

3) List your furniture: How much is it worth?

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4) List your appliances: How much is it worth?

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5) List your clothing & jewelry: How much is it worth?

_____	_____
_____	_____

6) List any other vehicles (boats, etc): _____ How much is it worth? _____

7) List any other items (lawn,tools,guns, collectibles, computers, tv's, stereo) _____ How much is it worth? _____

BANK ACCOUNTS

Checking Account info: Bank _____ Address _____

Account Number _____ Balance _____

Savings Account info: Bank _____ Address _____

Account Number _____ Balance _____

Life Insurance with cash value: Company _____ Policy No. _____

Address _____ Cash Value \$ _____

IRA Accounts : Bank _____ Address _____

Account Number _____ Balance _____

Other Account info: Bank _____ Address _____

Account Number _____ Balance _____

VERY IMPORTANT!

IF YOU HAVE ANY BANK ACCOUNTS WITH A BANK THAT IS ALSO A CREDITOR, YOU MUST WITHDRAW ALL OF YOUR MONEY FROM THAT ACCOUNT AND STOP ALL DEPOSITS INTO THAT ACCOUNT BEFORE YOU FILE BANKRUPTCY OR THAT BANK/CREDITOR MAY SEIZE ALL FUNDS IN THOSE ACCOUNTS AND APPLY THEM TO YOUR DEBT AND YOU WILL NOT BE ABLE TO GET THEM BACK.

PRIORITY CREDITORS
TAXES, CHILD SUPPORT, ALIMONY

Do you owe any federal, state or local taxes or Child Support or Alimony? If so, please list them along with the amount owed:

Who is owed (include tax year)

How much is owed

OTHER CREDITORS (INCLUDING MEDICAL BILLS)

Name of Creditor _____

Address _____

Phone# _____ Acct# _____

Amount Owed \$ _____ When did you open this account? _____

Last payment date _____ Is this a joint debt, husband only or wife only? _____

Name of Creditor _____

Address _____

Phone# _____ Acct# _____

Amount Owed \$ _____ When did you open this account? _____

Last payment date _____ Is this a joint debt, husband only or wife only? _____

Name of Creditor _____

Address _____

Phone# _____ Acct# _____

Amount Owed \$ _____ When did you open this account? _____

Last payment date _____ Is this a joint debt, husband only or wife only? _____

Name of Creditor _____

Address _____

Phone# _____ Acct# _____

Amount Owed \$ _____ When did you open this account? _____

Last payment date _____ Is this a joint debt, husband only or wife only? _____

Name of Creditor _____

Address _____

Phone# _____ Acct# _____

Amount Owed \$ _____ When did you open this account? _____

Last payment date _____ Is this a joint debt, husband only or wife only? _____

Name of Creditor _____

Address _____

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Name of Creditor _____

Address _____

Phone# _____ Acct# _____

Amount Owed \$ _____ When did you open this account? _____

Last payment date _____ Is this a joint debt, husband only or wife only? _____

Name of Creditor _____

Address _____

Phone# _____ Acct# _____

Amount Owed \$ _____ When did you open this account? _____

Last payment date _____ Is this a joint debt, husband only or wife only? _____

Name of Creditor _____

Address _____

Phone# _____ Acct# _____

Amount Owed \$ _____ When did you open this account? _____

Last payment date _____ Is this a joint debt, husband only or wife only? _____

LIENS

List all judgment liens:

Creditor _____ Address: _____

Case Number _____

Creditor _____ Address: _____

Case Number _____

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Are you leasing any property including vehicles? _____

If so, complete the following:

Property leased _____

Name of Lease Company _____

Address _____

Account # _____

Monthly Payment _____

Property leased _____

Name of Lease Company _____

Address _____

Account # _____

Monthly Payment _____

H. Please state the name and address of any other person that is a codebtor for any debt owed and the name and address of the creditor to whom the debt is owed:

Codebtor & Address _____

Creditor & Address _____

Codebtor & Address _____

Creditor & Address _____

CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in ALL CASES whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

<u>Debtor</u>	<u>Spouse</u>
Employer: _____	_____
Address: _____ _____	_____
Length of Employment _____	_____
Position/Job _____	_____

Are you married ? _____

List all your dependents and their ages:

Income: (estimate of average monthly income for past 6 months)

Debtor Spouse

Average monthly gross wages, salary, and commissions past **6 Months**

(pro rate if not paid monthly) \$ _____ \$ _____

Estimate monthly overtime \$ _____ \$ _____

SUBTOTAL: \$ _____ \$ _____

LESS PAYROLL DEDUCTIONS

- a. Payroll taxes and social security \$ _____ \$ _____
- b. Insurance \$ _____ \$ _____
- c. Union Dues \$ _____ \$ _____
- d. Other (Specify) \$ _____ \$ _____

SUBTOTAL OF PAYROLL DEDUCTIONS \$ _____ \$ _____

TOTAL NET MONTHLY TAKE HOME PAY \$ _____ \$ _____

Regular income from operation of business or profession
(attach detailed statement) \$ _____ \$ _____

Income from real property \$ _____ \$ _____

Interest and dividends \$ _____ \$ _____

Alimony, maintenance or support payments payable to you.... \$ _____ \$ _____

Social Security or other government assistance

(Specify) \$ _____ \$ _____

Pension or retirement income \$ _____ \$ _____

Other monthly income (Specify) \$ _____ \$ _____

TOTAL NET MONTHLY INCOME \$ _____ \$ _____

TOTAL COMBINED NET MONTHLY INCOME \$ _____

CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)
TOTAL FOR HOUSEHOLD

Monthly

Rent, mortgage payment or lot rent being paid directly by Debtor(s)
not included in Chapter 13 payment \$ _____

Are real estate taxes included? ___ Yes ___ No

Is property insurance included? ___ Yes ___ No

Car payment \$ _____

Utilities: Electricity and heating fuel \$ _____

 Water and Sewer \$ _____

 Telephone \$ _____

 Other \$ _____

 Cell Phone \$ _____

Home maintenance (repairs and upkeep) \$ _____

Food (included lunches) \$ _____

Clothing \$ _____

Laundry and dry cleaning \$ _____

Medical and dental expenses \$ _____

Child Care \$ _____

Transportation (not including car payments) \$ _____

Recreation, clubs and entertainment, newspapers, magazines, etc. \$ _____

Charitable Contributions \$ _____

Insurance (not deducted from wages or included in home mortgage payments):

Homeowner's or renter's \$ _____

Life \$ _____

Health \$ _____

Auto \$ _____

Other \$ _____

Taxes (not deducted from wages or included in home mortgage payments) (specify) \$ _____

Alimony, maintenance, and support paid to others \$ _____

Payments for support of additional dependents not living at your home. \$ _____

Regular expenses from operation of business, profession, or farm (attach detailed statement) \$ _____

Other \$ _____

TOTAL MONTHLY EXPENSES \$ _____

CURRENT INDIVIDUAL EXPENSES OF NON-FILING SPOUSE (expenses of non-filing spouse in cases where only one spouse is filing)

DO NOT INCLUDE HOUSEHOLD EXPENSES ALREADY LISTED BY THE DEBTOR ABOVE (the filing Spouse)

Alimony, maintenance, and support paid to others \$ _____

Payments for support of additional dependents not living at your home. \$ _____

Regular expenses from operation of business, profession, or farm (attach detailed statement) \$ _____

Credit Cards in name of non-filing spouse only \$ _____

Other debts/expenses (list) \$ _____

_____ \$ _____

_____ \$ _____

TOTAL MONTHLY EXPENSES FOR NON FILING SPOUSE \$ _____

List any previous bankruptcies you have filed including the date, case number, location, dismissal date if applicable, or discharged.

Date Filed _____ Location _____ Case No. _____ Dismissal Date _____ Discharged ? Y N

Date Filed _____ Location _____ Case No. _____ Dismissal Date _____ Discharged ? Y N

Date Filed _____ Location _____ Case No. _____ Dismissal Date _____ Discharged ? Y N



The Spagnola Law Firm

A Law Firm For Life

441-B Battleground Avenue, Greensboro, NC 27401

BANKRUPTCY CONTRACT FOR LEGAL SERVICES

_____ (“Client”) employs and authorizes The Spagnola Law Firm (“Firm”) to represent Client. The Firm agrees to provide legal services to you, subject to the terms set forth below.

1. MATTERS OF REPRESENTATION.

_____ CHAPTER 7 CONSUMER BANKRUPTCY
_____ CHAPTER 13 CONSUMER BANKRUPTCY

2. FEES

Chapter 7

The base attorney fee for the normal routine "consumer" Chapter 7 bankruptcy is \$1500.00. This base fee will cover all necessary matters in the vast majority of Chapter 7 cases and includes all matters described below in the section labeled “Services Provided”. If it becomes necessary for the Firm to render *non-routine* services to you, we shall also be compensated for those services as described in the “Additional Fees” section below.

Chapter 13

In a Chapter 13 consumer case the total base fee is \$3700.00. \$1500.00 of this fee is payable prior to filing your case and the balance is paid as an administrative claim out of the money you pay into the Chapter 13 Plan. Under the laws of the Bankruptcy Code, you must continue to make payments to secured debtors pending confirmation of your plan, and make the first payment towards the Chapter 13 plan when the plan is filed. You will be notified of the proposed payment prior to the filing of the repayment plan. The Client (you) will pay to the Firm the proposed first payment towards the Plan at the time the Plan is filed. The Firm will forward this payment to the Chapter 13 Trustee. **In the event that you do not complete your plan before your attorney’s fees are paid in full or if your case is dismissed, the Firm will petition the court to be paid from any remaining funds on deposit with the Trustee AND the Client shall remain liable to the Firm for any remaining balance of the base fee that is owed to the Firm. This balance shall be paid within 30 days of the Chapter 13 dismissal, and the Firm may use all legal measures available to collect balances owed.**

Services Provided

This fee includes preparing your paperwork, a meeting to sign the paperwork, filing the petition and schedules, reaffirmations that don’t require a hearing, and appearing at the initial meeting of creditors. It does not include any other services except as required by the local rules of the Middle District of North Carolina. In order to maintain the minimum fee quoted, any inquiries from the Client or additional meetings with the Client after the bankruptcy is filed will be billed at the hourly rate of \$250.00 for Samuel Spagnola. This includes all inquiries made on behalf of the Client, such as to real estate agents or other attorneys, or the Trustee.

The fees set forth in this contract are valid for 60 days. Any increase in the Firm’s attorney fees that occur after 60 days of the execution of this contract will apply to all cases filed after 60 days of execution of this contract. If your case is not filed within 60 days of the initial payment, the ENTIRE FEE WILL BE FORFEITED and the Firm’s representation terminated.

Audit Fees

The Bankruptcy Administrator randomly audits approximately 1 in 200 cases filed. Time spent responding to an audit is not included in the base fee, and the Client will be charged at the hourly rate of \$250 for time spent responding to an audit. The Firm may require a deposit prior to responding to an audit and the failure to provide a deposit when requested shall be grounds for the Firm to withdraw.

Changes in Fees

Certain obligations for basic services are imposed on attorneys by the local rules of the Court. These services are included in the base fee for your case. However, if these obligations or fees change at any time during the Firm’s representation of you, the Firm may charge you an additional fee based on the new obligation that was not previously part of

the base service when this contract was executed. Examples of current non-base services is provided in the section “Additional Fees”, below.

Filing Fees

In all cases there is a filing fee in **addition to our fee**, which is charged by the court. The filing fee in chapter 7 is \$335.00; in Chapter 13 is \$310.00

Credit Report Fee

We will obtain a credit report for you. This contains all creditors who report your credit as well as a listing of judgments. It also includes a post bankruptcy credit score prediction. The cost is \$25.00 per individual, \$50.00 per couple.

Credit Counseling Fee

Under Bankruptcy law, you are required to obtain a credit counseling certificate. This can be done online and you will pay this directly.

Financial Management Course Fee

You must also complete a financial management course prior to discharge. Failure to complete the course within the time required may result in a show cause order being issued against you by the Court. If the Firm is required to attend any such hearing as a result of your failure to complete this course, you will be charged an additional \$250.00 for the court appearance.

Postage Fee

Client shall pay the cost of all postage necessary to give notice to creditors.

Amendments

The client shall be responsible for all fees associated with any amendment to any petition.

Potential Additional Fees Above Base Fee (flat rates)

1. Reaffirmation Agreements \$250.00
2. Motion to Avoid Lien (uncontested) \$250.00
3. Motion to Redeem Secured property (uncontested) \$250.00
4. Motion for Authority to Sell Real Property \$350.00
5. Motion for Authority to Refinance Real Property \$450.00
6. Motion for Authority to Sell Personal Property \$250.00
7. Motion to Substitute Collateral \$450.00
8. Motion to Incur Indebtedness \$250.00
9. Motion to Reinstate Case \$400.00
10. Motion to Modify Chapter 13 Plan \$250
11. Failure to Appear at Creditor’s Meeting \$250
12. Conversion from Chapter 13 to Chapter 7 \$1000.00 (+ balance of any unpaid Chapter 13 attorney fees).
13. Conversion from Chapter 7 to Chapter 13 \$2800.00 (\$500 deposit, with balance to be paid as part of plan).
14. Hourly Rate for any other matters including any litigation is \$250 per hour for Samuel Spagnola

Funds in Trust

Any funds held in the Firm Trust account and not used by the Firm at the completion of performance of this Agreement will be refunded to the Client. Client agrees that remaining funds in the trust account that are not claimed by the Client after notice and/or issuance of a refund check are subject to a dormancy charge of up to \$150.00. This charge as well as postage and/or hourly rates under this contract may be assessed for the attempts to return the funds to you and may be deducted from the remaining funds.

3. LIMITS OF REPRESENTATION. This Agreement is limited to representation for those matters specifically designated in Paragraph 1. The Firm is not obligated to defend against a motion to dismiss filed by the Trustee for failure to pay or debtors failure to appear. The Firm is not obligated to represent client for any additional matters after approval of a payment plan or discharge without additional compensation, including a conversion.. The Firm or its attorney's cannot and do not guarantee a particular result or the outcome of any matter. **This Firm is regulated by state and federal ethical rules, and will not file a bankruptcy that does not meet the statutory criteria or that we deem to be filed in bad faith. This Firm will not refund fees due to a debtor’s ineligibility to file debtor’s failure to comply with all bankruptcy requirements including tax filings or because the Firm has determined that a filing would be in bad faith, or because the some or all of the Client’s debt is not discharged.**

4. **TERMINATION OF SERVICES.** You may terminate our representation of you at any time. Any termination of our representation of you does not relieve you of the obligation to pay any amounts owed to us for expenses and fees incurred through the date of termination. We may terminate our representation of you, and withdraw as your counsel; if:

- a. We discover any conflict of interest;
- b. You fail to pay immediately when due any amounts required to be paid under this agreement;
- c. We discover that you have made any misrepresentation in connection with the matter that we are handling for you, or we discover any material variance between the facts as related to us by you and the facts as they actually exist;
- e. You fail to heed our ad-vice or recommendations or otherwise do not cooperate with us in our representation of you; or,
- f. We have a disagreement over what legal matters the Firm is supposed to be handling for you.

5. **EXECUTION.** By signing below, the Client agrees to be bound by all the terms of this Contract.

CLIENT

DATE

CLIENT

DATE

SAMUEL S. SPAGNOLA, Attorney at Law

DATE

In order to **PREPARE and FILE** your bankruptcy filing, we need the following fees:

\$1500 Attorney Fee (Chapter 7)

\$1500 deposit (Chapter 13)

\$ _____ Credit report fee

\$ _____ Filing Fee paid to court (Ch 7) \$ _____ Filing Fee paid to court (Ch 13)

GRAND TOTAL NEEDED TO FILE CHAPTER 7 \$ _____ CHAPTER 13 \$ _____