

Debtor (H) \_\_\_\_\_

Debtor (W) \_\_\_\_\_

Chapter \_\_\_\_\_ Case Number \_\_\_\_\_

Date Filed \_\_\_\_\_ Phone Numbers \_\_\_\_\_

### PETITION ROUTING SHEET

Pre-Filing Notes:	NOTIFY IMMEDIATELY		
	Creditor:	_____	
	Contact:	_____	
STOP GARNISHMENT	Ph:	_____	
	Fx:	_____	
	Acct #:	_____	
Employer:	_____	Collateral:	_____
Contact:	_____	Info:	_____
Ph:	_____		
Fx:	_____		
Next Payday:	_____	Creditor:	_____
Notes:	_____	Contact:	_____
		Ph:	_____
		Fx:	_____
		Acct #:	_____
PENDING LAWSUITS		Collateral:	_____
Creditor:	_____	Info:	_____
Attorney:	_____		
Ph:	_____	Creditor:	_____
Fx:	_____	Contact:	_____
Venue	_____	Ph:	_____
Docket #	_____	Fx:	_____
Hearing:	_____	Acct #:	_____
Notes:	_____	Collateral:	_____
		Info:	_____
Creditor:	_____		
Attorney:	_____	Creditor:	_____
Ph:	_____	Contact:	_____
Fx:	_____	Ph:	_____
Venue	_____	Fx:	_____
Docket #	_____	Acct #:	_____
Hearing:	_____	Collateral:	_____
Notes:	_____	Info:	_____



## **CHAPTER 7 BANKRUPTCY SPECIFIC INSTRUCTIONS AND DISCLOSURES**

### **(PRE-FILING) 1st CREDIT COUNSELING REQUIRED**

Before we can file your Chapter 7 Bankruptcy Case, you will need to complete a Pre-Filing Credit Counseling course from an agency approved by the U.S. Trustee. Failure to provide a hard copy of the Certificate of Counseling to our office or failure call the credit counseling company and verify that they have released a certificate of counseling to OUR OFFICE will result in the delay of your case being filed.

### **PAYMENT OF BANKRUPTCY COURT FILING FEES**

The U.S. Bankruptcy Court Clerk charges **\$299.00** to file a Chapter 7 Bankruptcy Petition. The Hurst Law Firm, P.A. strongly recommends that you pay this fee **before** filing your Chapter 7 case. However, you may choose to pay this filing fee after your case is filed in installments directly to the Bankruptcy Court Clerk. The Clerk's office is located at:

**200 Jefferson Ave., Ste. 413, Memphis, Tennessee 38103.**

**The entire filing fee should be paid within sixty (60) days of the filing of your Bankruptcy Case. If the filing fee is not paid in full within this time, your Bankruptcy Case could be dismissed and you may *NOT* receive a discharge.** This means that you would still owe your debts to your creditors and they would be permitted to resume all collection activities against you.

### **STATEMENT OF CLIENT(S) ELECTING TO PAY FILING FEE AFTER THE FILING OF BANKRUPTCY CASE:**

If I am choosing to pay my filing fee *after* my case is filed, I specifically acknowledge that I have read and understand this section and further understand that it is my responsibility to make sure my filing fee is paid in full.

**The case filing fee of \$299.00 is due before:** \_\_\_\_\_

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

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

### **(PRE-DISCHARGE) 2nd CREDIT COUNSELING REQUIRED**

Before you can receive a discharge in your Chapter 7 Bankruptcy, you will need to complete a Pre-Discharge Credit Counseling course from an agency approved by the U.S. Trustee. This is a *different* course than the Pre-Filing Credit Briefing that you completed before you filed your case. If you do not complete the additional Pre-Discharge Credit Counseling course, you will **NOT** receive a discharge in your Bankruptcy Case. After your case has been filed you will need to call the credit counseling company that performed your "Pre-Filing Credit Counseling" and request that the "Pre-Discharge" Counseling Information be mailed to you. Once you have received this packet you will need to review it and then call the counseling agency back in order to complete the required financial management course. As soon as you have verified that they have released the "Certificate of Debtor Education" to OUR OFFICE contact us so that we may file the required documentation with the court. Failure to complete this requirement will result in your case being closed without a discharge to the debt. (If you have any questions feel free to contact our office at anytime.)

**The 2<sup>nd</sup> Credit Counseling Certificate is due before:** \_\_\_\_\_

### **THE MEETING OF CREDITORS**

The **Meeting of Creditors** is a formal hearing held at the U.S. Bankruptcy Court at 200 Jefferson Avenue, Room 175.

**Anyone filing a Chapter 7 Bankruptcy must attend this hearing.**

- You should receive a notice from the court within two weeks after filing your case that will give you a date for your Meeting of Creditors. If you do not receive this notification within two weeks after filing, be sure to call our office. Your Chapter 7 Bankruptcy **will be dismissed** if you fail to attend your Meeting of Creditors even if you never received notification from the court.
- You may incur an additional attorney's fee if your Meeting of Creditors has to be continued for any reason.
- If you are filing a joint case with your spouse, both you and your spouse *must* attend this hearing.
- You must bring a photo ID and proof of your social security number to the Meeting.
- Once your Chapter 7 Bankruptcy is filed, we will mail a copy of the Chapter 7 Petition to you. Be sure to take it to your Meeting of Creditors. Keep it with your other important papers after that.

## **MOTION TO EXTEND TIME TO COMPLETE PRE-DISCHARGE CREDIT COUNSELING AND/OR PAY FILING FEE**

If you need additional time to complete these requirements, the Hurst Law Firm will require an additional attorney fee of \$100.00 due and payable before the motion is filed.

## **LISTING YOUR ASSETS AND DEBTS**

You must list *all* of your debts in your Chapter 7 Bankruptcy petition—even the ones you wish to keep paying for after your Chapter 7 Bankruptcy is discharged. You must also list all of your assets. An asset is anything in which you have an ownership interest. An intentional failure to disclose an asset or debt may constitute a federal crime.

## **CHANGE OF CIRCUMSTANCE**

If your circumstances change in any significant way between the time your petition is prepared and the date of your Creditor's Meeting, you need to contact our offices immediately so that we may assess whether or not the change is going to affect your case. For instance, if you are unemployed, you need to inform us if you become employed before you are scheduled to have your Meeting of Creditors. **A significant change in circumstances can result in the denial of your discharge by the Bankruptcy Court.**

## **REAFFIRMATION AGREEMENTS**

If there are any debts you wish to keep paying after your Chapter 7 Bankruptcy is discharged, you will need to sign a **reaffirmation agreement**. For instance, if you have a vehicle or house you wish to retain, the creditor will likely require one of these. This agreement usually states that you will continue paying the creditor at the rate specified in the original contract in order to retain possession of it. If you have not signed a reaffirmation agreement with a specific creditor within thirty (30) days of the filing of your Bankruptcy case, the automatic stay will be terminated, allowing that creditor to immediately repossess its collateral, initiate foreclosure proceedings, etc. as applicable. **ALL REAFFIRMATION AGREEMENTS MUST BE COMPLETED WITHIN 30 DAYS OF FILING YOUR CASE.** You are not required to sign a reaffirmation agreement with any creditor. Likewise, no creditor can be forced to reaffirm a debt with you.

## **COSIGNERS**

Discharging a bankruptcy removes your liability for all of your debts that are not reaffirmed or excepted from discharge. It does not, however, remove the liability of a cosigner unless that cosigner has also discharged that debt through a bankruptcy. This means that after your discharge the creditor for the cosigned debt may take collection actions against the cosigner, but not against you. We strongly recommend that you avoid cosigning on any debts after your discharge and avoid taking on any debt that requires a cosigner.

## **CREDIT UNION**

I understand that any funds I have deposited with a credit union at the time of the filing of my bankruptcy case may be seized by that credit union if I owe it for any type of debt and I will not be able to recover those funds.

## **PAY DAY LOAN**

I understand that any outstanding checks that I have made payable to a delayed presentment service provider (also known as a "pay day loan" or "check advance") will be deposited by that creditor once it receives notice of my bankruptcy filing and I will not be able to recover those funds.

## **POST PETITION DEBTS**

I understand that my bankruptcy will only include debts I have incurred PRIOR to the filing of my case and that any debt I may incur AFTER the filing of my case may not be added and will not be discharged. Specifically, I acknowledge that I cannot add a debt for utilities, rent or other ongoing lease payments if I "fall behind" on them after the filing of my case. Additionally, if I am responsible for paying my property taxes separately from my mortgage note, I understand that any property taxes that accrue AFTER the filing of my case are solely my responsibility and must be paid directly by me "outside" my bankruptcy.

**TAX REFUNDS**

If you receive a tax refund for the year in which you filed your bankruptcy case or for the year immediately preceding the filing of your case, you are prohibited from spending those funds until you have received permission to do so from the U.S. Bankruptcy Court. The pro rata portion of that refund that was earned PRIOR to the filing of your case must be turned over to your Chapter 7 Case Trustee unless it is specifically abandoned by the Trustee. Alternatively, your Chapter 7 Trustee may intercept your tax refund and disburse the pro rata portion of your refund that is property of your bankruptcy estate to your creditors.

**NON-DISCHARGEABLE DEBTS**

The following debts cannot be discharged by your Chapter 7 Bankruptcy:

- Child support, alimony obligations, and other debts dedicated to family support.
- Debts for personal injury or death caused by driving while intoxicated.
- Student loans, unless it would be an undue hardship for you to repay. (An additional attorney's fee is required if you have student loans and wish to attempt to discharge them due to hardship.)
- Fines and penalties for violating the law, including traffic tickets and criminal restitution.
- Recent income tax debts (within three years) and all other tax debts.

The following debts may be declared non-dischargeable by a bankruptcy judge in Chapter 7 if the creditor challenges your request to discharge them. In the event a creditor exercises its right to file a Complaint to Determine Dischargeability of Debt, the Hurst Law Firm, P.A. will not defend you in this action unless retained by you upon full payment of additional, mutually-agreed upon compensation. The Hurst Law Firm, P.A. typically requires a \$1,200.00 retainer for representation in this type of action, with services billed at \$150.00 per hour against the aforementioned retainer.

- Debts you incurred on the basis of fraud, misrepresentation, or false pretenses.
- Credit purchases of \$1,150.00 or more for luxury goods or services made within 90 days of filing your case.
- Loans or cash advances of \$1,150.00 or more taken within 90 days of filing your case.
- Debts from willful or malicious injury to another person or another person's property.
- Debts from embezzlement, larceny, or breach of trust.
- Debts you owe pursuant to a divorce decree or settlement unless, after bankruptcy you would still not be able to afford to pay them or the benefit you would receive by the discharge outweighs any detriment to your ex-spouse (who would have to pay any shared debts if you discharge them in bankruptcy).

**CHANGE OF ADDRESS, TELEPHONE NUMBER, ETC.**

Your Chapter 7 Bankruptcy Case will be active for approximately 4 months or longer, depending on individual circumstances. Therefore, **it is very important that you keep this office informed of any changes to your address or telephone number until you receive your Discharge Order from the Bankruptcy Court.**

**I, the undersigned, do hereby certify that I have reviewed this document with my attorney and have been given a copy of it. I understand all of the information contained herein.**

Client: \_\_\_\_\_

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

Client: \_\_\_\_\_

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

**MEETING OF CREDITORS INSTRUCTIONS**

This is an example of the letter the Bankruptcy Court will mail you in one to two weeks. The shaded box indicates when you will need to appear for your meeting of creditors. Typically it will be set thirty to forty days after your case is filed. The hearings are usually complete within an hour's time so be sure to give your employer notice that you must attend. **It is a mandatory hearing and failure to appear will result in the dismissal of your case.** If you do not receive this letter within two weeks call our office.

EXAMPLE	EXAMPLE	EXAMPLE	EXAMPLE
U.S. Bankruptcy Court 200 Jefferson Avenue, Suite 413 Memphis, TN 38103 Telephone: (901) 328-3500		<b>UNITED STATES BANKRUPTCY COURT</b> WESTERN DISTRICT OF TENNESSEE	
<b>NOTICE OF COMMENCEMENT OF CASE UNDER CHAPTER 7            OF THE BANKRUPTCY CODE,            MEETING OF CREDITORS, AND FIXING OF DATES            (Individual or Joint Debtor No Asset Case)</b>			
<b>CASE NUMBER: XX-XXXXX</b> Date Filed (or Converted): 0/0/00		<b>In re (NAME OF DEBTOR)</b> Your Name , xxx-xx-XXXX	
NAME/ADDRESS OF ATTORNEY FOR DEBTOR Herbert D. Hurst Hurst Law Firm, P.A. P.O. Box 41497 Memphis, TN 38174-1497 Telephone Number: (901)725-1000		ADDRESS OF DEBTOR(s): 1234 Your Street Memphis, TN 38104	
NAME/ADDRESS OF CHAPTER 7 TRUSTEE Your Trustee's Name Your Trustee's Address Memphis, TN 38103 Telephone Number: 901-xxx-xxxx			
<b>DATE/TIME/LOCATION OF MEETING OF CREDITORS</b>  DATE & TIME OF YOUR MEETING OF CREDITORS 200 Jefferson Ave, Room 175, Memphis, TN 38103		<b>The presumption of abuse does NOT arise.</b> <i>See "Presumption of Abuse" on reverse side.</i>	
DEADLINE to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Debts: 0/0/00 DEADLINE for Debtor to File Certification of Completion of Instructional Course Concerning Financial Management: 0/0/00			
AT THIS TIME THERE APPEAR TO BE NO ASSETS AVAILABLE FROM WHICH PAYMENT MAY BE MADE TO UNSECURED CREDITORS. DO NOT FILE A PROOF OF CLAIM UNTIL YOU RECEIVE NOTICE TO DO SO.			
PURSUANT TO LOCAL STANDING ORDER NO. 05-0004, 11 U.S.C. § 105(a), AND THIS COURT'S INHERENT POWER AND DUTY TO MANAGE ITS DOCKETS, NOTICE IS HEREBY GIVEN THAT THE FAILURE OF ANY DEBTOR TO TIMELY FILE THE MAILING MATRIX WITHIN FIVE DAYS AFTER THE ENTRY OF THE ORDER FOR RELIEF, OR WITHIN ANY EXTENSION GRANTED BY THE COURT, AND/OR FAILURE OF ANY DEBTOR TO ATTEND THE MEETING OF CREDITORS, MAY RESULT IN THE DISMISSAL OF THE BANKRUPTCY CASE WITHOUT FURTHER NOTICE.			
For the Court:    Jed G. Weintraub Clerk of the Bankruptcy Court		0/0/00 Date	
(SEE REVERSE SIDE)			
EXAMPLE	EXAMPLE	EXAMPLE	EXAMPLE

You must bring your original photo identification and proof of social security number when you go to your Meeting of Creditors. The hearing will not be held without them.

\_\_\_\_\_  
Client -

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client -

\_\_\_\_\_  
Date

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that I, \_\_\_\_\_  
have retained HURST LAW FIRM, P.A. to represent me in my case. I hereby authorize HURST LAW FIRM, P.A. to undertake whatever actions are legal and necessary for the prosecution of my cause of action or to defend me from any cause of action that may arise during the representation. I accordingly grant HURST LAW FIRM, P.A. power of attorney for the purpose of performing said actions. I specifically authorize HURST LAW FIRM, P.A. to discuss my financial affairs with my creditors and the agents/employees/representatives/attorneys of or for my creditors.

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

  
  

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POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that I, \_\_\_\_\_  
have retained HURST LAW FIRM, P.A. to represent me in my case. I hereby authorize HURST LAW FIRM, P.A. to undertake whatever actions are legal and necessary for the prosecution of my cause of action or to defend me from any cause of action that may arise during the representation. I accordingly grant HURST LAW FIRM, P.A. power of attorney for the purpose of performing said actions. I specifically authorize HURST LAW FIRM, P.A. to discuss my financial affairs with my creditors and the agents/employees/representatives/attorneys of or for my creditors.

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

  
  

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**AGREEMENT TO RETAIN HURST LAW FIRM, P.A.  
AS MY ATTORNEY IN FACT AND FEE AGREEMENT CONTRACT**

This Agreement is made between the undersigned \_\_\_\_\_ and \_\_\_\_\_ (client/s) and Hurst Law Firm, P.A. operating as an attorney representing client(s) interested in bankruptcy protection and as a debt relief agency as defined in Code § 101 (12a). The purpose of this agreement is to describe as clearly and simply as possible the rights and duties agreed to between both client(s) and attorney for services and fees for such services.

Under the Bankruptcy Reform Act of 2005 (Bankruptcy Abuse Prevention and Consumer Protection Act of 2005), attorney is obligated to make certain written disclosures which client(s) agree(s) to read and sign including but not limited to the following:

- a. That a person that knowingly and fraudulently conceals assets, debts or makes a false statement in connection with a bankruptcy case is subject to fine, imprisonment, or both.
- b. That all information that client(s) are required to provide with a bankruptcy petition and thereafter during a bankruptcy case is required to be complete, accurate and truthful.
- c. That all assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence a bankruptcy case, and the replacement value of each asset as defined in Section 506 must be stated in those documents as requested after reasonable inquiry to establish such value.
- d. That current monthly income, the amounts specified in Section 707(b)(2) and, in a case under Chapter 13 of the Bankruptcy Code, disposable income (determined in accordance with Section 707(b)(2)), are required to be stated after reasonable inquiry, and
- e. Information that client(s) provide(s) during his/her/their case may be audited pursuant to this title (Bankruptcy Code) and that failure to provide such information may result in dismissal of the case under this title (Bankruptcy Code) or other sanctions, including criminal sanctions.

Client(s) acknowledge(s) that this attorney participates only in Chapter 7 cases (straight bankruptcy) and Chapter 13 (Wage-Earner) cases.

**CREDIT COUNSELING BRIEFING REQUIRED**

In all cases, the Reform Act requires that the debtor(s) receive(s) a credit counseling briefing as a precondition of being allowed to file a bankruptcy matter. Any fees required for such counseling by a counseling agency must be paid in advance of all other fees and costs and are non-refundable. These fees vary but shall not exceed \$50.00 unless agreed to in writing between the debtor and credit counseling agency.

**FEES**

**Chapter 13**

Client(s) agree(s) to pay attorney \$ \_\_\_\_\_ plus court costs in advance for filing Chapter 13 case and the balance of \$ \_\_\_\_\_ shall be paid through the administration of the Chapter 13 case and be paid in full as required by discharge. In the event a Chapter 13 case is dismissed prior to discharge, client(s) remain(s) liable for any unpaid balance due attorney. The maximum presumptive pre-approved attorney fee for a Chapter 13 case filed in the Western District of Tennessee is \$2400.00.

**Chapter 7**

Client(s) agree(s) to pay attorney \$ \_\_\_\_\_ plus court costs for representing client(s) in a Chapter 7 case. Client(s) shall pay all these fees and court costs before filing the bankruptcy case provided, however, attorney may elect to file if less than all the fees and costs are paid in his absolute discretion. Client(s) agree(s) to be directly responsible for any court costs involved in the filing of Chapter 7 or Chapter 13 including initial filing costs, costs for any amendments, Motions, Complaints or any other costs ordered by the US Bankruptcy Court or the US Bankruptcy Court Clerk's Office. If a case is converted from one chapter to another or dismissed for any reason, client(s) agree(s) to be responsible for the total fees for both Chapter 7 and Chapter 13. For Chapter 7 cases, the fees stated above specifically do NOT include representation of client in any adversary proceeding or dischargeability complaints. These actions require a written Supplemental Attorney-Client Retainer Agreement covering the matter and including additional attorneys fees.

**Fee Provisions Applicable in Both Chapter 13 and Chapter 7 Cases**

The fee quoted in the above paragraph(s) herein may be increased upon application and approval by the Court. The Hurst Law Firm, P.A. may request additional fees in the event the billable time invested in a client(s)' case exceeds the fee quoted in the paragraph(s) above herein. Attorneys' time is billed at a rate of \$200.00 per hour. Paralegal time is billed at a rate of \$60.00 per hour. Time for all other staff is billed at a rate of \$30.00 per hour. Hourly rates are billed in quarter-hour increments. Costs incurred for postage and copies (\$0.25 per page) will also be billed against the retainer quoted above. No additional fees will be requested until the retainer fee quoted in the paragraph(s) herein above is exhausted.

**ATTORNEY DUTIES**

Attorney agrees to the following obligations and duties in representing you in bankruptcy:

- a. Advise you of your choices and options as it relates to your financial situation under both Chapter 7 and Chapter 13.
- b. Prepare and timely file all required documents necessary for the initial filing of your case.
- c. Timely request Reaffirmation Agreements, lien avoidances and redemption Motions or Complaints as set out in client(s) declaration of intentions in Chapter 7.
- d. Appear at your scheduled court dates and appearances. Client(s) acknowledges that the Hurst Law Firm, P.A. employs more than one attorney and any attorney employed by the Hurst Law Firm, P.A. may represent them and perform any of the duties described in this Contract at the sole discretion of the Hurst Law Firm, P.A. Further, client(s) specifically allow(s) attorney to temporarily appoint other licensed counsel to appear on his and/or your behalf in the event an attorney from the Hurst Law Firm, P.A. is temporarily incapacitated by sickness, injury or other events or circumstances which would make it impossible for an attorney from the Hurst Law Firm, P.A. to appear.
- e. Reasonably investigate the circumstances and facts giving rise to your bankruptcy, determine the filing is grounded in facts and is warranted under existing law.

**MISCELLANEOUS PROVISIONS**

- f. Client(s) understand(s) that he/she/they may not dismiss a Chapter 7 case or dismiss a Chapter 13 case if it has been previously converted as a matter of right and dismissal is discretionary with the court for cause and after notice and a hearing.
- g. Client(s) acknowledge(s) by his/her/their signature(s) upon any petitions, pleadings or other documents that he/she/they has/have read and understood the contents thereof and that client(s) assume(s) full responsibility, holding attorney harmless, that the information contained in said petition, pleadings, and other documents are complete and correct. Client(s) understand(s) that notice to any creditor(s) who is not listed in the petition and schedules with it's full and correct name and full and correct address (including the complete address at which the creditor has requested to receive correspondence if provided to you), could be ineffective and failure to use this address requested by creditor might result in that debt not being discharged and/or the loss of property and/or your protection under the Bankruptcy laws, all of which client(s) assume(s) responsibility. Client(s) understand(s) that many debts are not discharged in bankruptcy and client(s) acknowledge(s) that attorney has advised him/her/them concerning the dischargeability as to each particular debt.
- h. Client(s) hereby appoint(s) Herbert Hurst as his/her/their attorney in fact and authorize Herbert Hurst to endorse client's(s') name(s) on any checks, drafts, instruments, pleadings orders and/or other documents.
- i. Attorney is hereby authorized to accept service of any summons, complaint or other process, pleading, motion, etc. and to compromise and/or settle any matters that may arise in the bankruptcy case or in any adversary proceeding, in attorney's absolute discretion without prior approval from client(s).
- j. Client(s) acknowledge(s) and represent(s) that attorney has not counseled or advised me/us to make a statement in any documents filed in any case or proceeding that is untrue and/or misleading and has counseled me/us against making any untrue and/or misleading statements.
- k. Client(s) acknowledge(s) and represent(s) that attorney has advised me/us as to the services he will provide and the benefits and risks that may result if I/we file a bankruptcy case.
- l. Client(s) acknowledge(s) and represent(s) that attorney has not advised me/us to incur more debt in contemplation of filing a bankruptcy case.
- m. Client(s) acknowledge(s) receiving a copy of this fully executed and completed contract. Client(s) also acknowledge(s) receiving from attorney within (3) business days after the first date on which attorney first offered to provide any bankruptcy assistance services a statement entitled "IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES FROM AN ATTORNEY OR BANKRUPTCY PETITION PREPARER". Client(s) also acknowledge(s) that he/she/they was/were aware that attorney is a debt relief agency and that he helps people file for bankruptcy relief under the Bankruptcy Code prior to attorney first offering to provide bankruptcy assistance or legal advice regarding client(s)' financial situation. Client(s) also acknowledge(s) receiving from attorney a statement entitled "DISCLOSURE AND REPRESENTATION".

**CREDIT REPORTS**

- n. Client(s) hereby acknowledges and understands that the Hurst Law Firm, P.A. provides NO services that relate in any way to the accurate reporting or correction of errors that may appear on client(s) credit report(s) before, during, or after the representation of client(s) in client(s) Chapter 13 or Chapter 7 bankruptcy case.

Date:

\_\_\_\_\_

Client

\_\_\_\_\_

Client

**Client's Declaration Concerning Accuracy of Information  
Contained In Bankruptcy Petition**

1. I/We hereby swear and affirm that I/we have read and reviewed each and every page of my/our Bankruptcy Petition with my/our attorney, as evidenced by my/our signature(s) or initials on each page.
2. I/We hereby swear and affirm that all of the information contained in my/our Bankruptcy Petition is true and correct to the best of my/our knowledge, information, and belief.
3. In addition to all other information contained therein, I/we specifically swear and affirm that I/we have listed in my Bankruptcy Petition everything that I/we own and everyone that I/we owe.
4. I/We understand that my/our Bankruptcy Petition is subject to random audit by the U.S. Trustee, a branch of the United States government charged with the responsibility of policing Bankruptcy filers such as myself/ourselves. If my/our case is audited, I/we understand that I/we may be required to provide proof as to the truth and accuracy of all information contained in my/our Bankruptcy Petition.
5. I/We understand that I/we have signed my/our Bankruptcy Petition under penalty of perjury. It has been explained to me/us that perjury is a criminal offense punishable by fine, imprisonment, or both.

Date:

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CMI Calculation Worksheet

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(use before June 1<sup>st</sup>)

Year to Date Gross Income From \_\_\_\_\_ = \$ \_\_\_\_\_ (A)

A / Number of Actual Months Of Pay = \$ \_\_\_\_\_ (B)

B \* Number of Completed Months Current Year = \$ \_\_\_\_\_ (C)

Gross Income From \_\_\_\_\_ Previous Year = \$ \_\_\_\_\_ (D)

D / 12 = \$ \_\_\_\_\_ (E)

6 - Number of Completed Months Current Year = \$ \_\_\_\_\_ (F)

E \* F = \$ \_\_\_\_\_ (G)

G + C = \$ \_\_\_\_\_ (H)

H / 6 = \$ \_\_\_\_\_ 6 Month Average From \_\_\_\_\_

(use after June 1<sup>st</sup>)

Year to Date Gross Income From \_\_\_\_\_ = \$ \_\_\_\_\_ (A)

A / Number of Actual Months Of Pay = \$ \_\_\_\_\_ (B)

B \* Number of Completed Months Current Year = \$ \_\_\_\_\_ (C)

C / 6 = \$ \_\_\_\_\_ 6 Month Average From \_\_\_\_\_

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(use before June 1<sup>st</sup>)

Year to Date Gross Income From \_\_\_\_\_ = \$ \_\_\_\_\_ (A)

A / Number of Actual Months Of Pay = \$ \_\_\_\_\_ (B)

B \* Number of Completed Months Current Year = \$ \_\_\_\_\_ (C)

Gross Income From \_\_\_\_\_ Previous Year = \$ \_\_\_\_\_ (D)

D / 12 = \$ \_\_\_\_\_ (E)

6 - Number of Completed Months Current Year = \$ \_\_\_\_\_ (F)

E \* F = \$ \_\_\_\_\_ (G)

G + C = \$ \_\_\_\_\_ (H)

H / 6 = \$ \_\_\_\_\_ 6 Month Average From \_\_\_\_\_

(use after June 1<sup>st</sup>)

Year to Date Gross Income From \_\_\_\_\_ = \$ \_\_\_\_\_ (A)

A / Number of Actual Months Of Pay = \$ \_\_\_\_\_ (B)

B \* Number of Completed Months Current Year = \$ \_\_\_\_\_ (C)

C / 6 = \$ \_\_\_\_\_ 6 Month Average From \_\_\_\_\_