CHECKLIST OF DOCUMENTS TO BE DELIVERED TO ATTORNEY TO PREPARE BANKRUPTCY CASE

1.	Certificate of credit counseling. See attached card.					
2.	Client Questionnaire, <u>fully and accurately completed</u> .					
3.	All evidence of	of income received within 6 months	before the bankruptcy filing.			
4.	All your bills	, collections and court papers (only t	he most recent please)			
5.	Most recent <u>3</u> 403b accounts	months of bank and investment acc	ount statements, including 401k or			
6.	-	returns or transcripts for 2015 and 2 and W-2s and 1099s.	016, including state and federal returns,			
7.	All deeds to real estate, most recent mortgage statement , and most recent appraisal of real estate.					
8.	Registration or Certificate of title for each vehicle, each vehicle loan contract, and most recent payoff statement or bill from each vehicle lender.					
9.	A copy of your photo identification and a copy of your social security card or other proof of your social security number.					
10.	"Can I Keep My Car?" form (Chapter 7 cases only).					
11.	Credit Autho	orization.				
12.	Retainer Agr	reement.				
13.	Fees:	CHAPTER 7 \$1,000 Attorney's Fees \$335 Filing Fee \$33 Credit Report \$30 Homestead Deed \$1,398 Total	CHAPTER 13 \$3,500 Attorney's Fees \$310 Filing Fee \$33 Credit Report \$3,843 Total			
	Payment Plan					
	Must be paid prior to filing your case.					

Fisher-Sandler, LLC

<u>Fairfax Office</u> 3977 Chain Bridge Road, Suite 2 Fairfax, VA 22030 (703) 691-1642 (Office)

Woodbridge Office 12801 Darby Brooke Court, Suite 201 Woodbridge, VA 22192 (703) 494-3323 (Office)

INITIAL CONSULTING QUESTIONNAIRE

Please complete this form neatly to allow us to help you. **Do not leave answers blank**. Write none or N/A where necessary. Round off to the nearest dollar. Estimate amounts if you are unsure. The information is strictly confidential.

DATE :	
	PERSONAL INFORMATION
Full name:	
Street Address:	
City, State, Zip:	
Cell Phone:	
Alternative Phone:	
Email Address:	
County You Live In:	
SSN:	
Date of Birth:	
Marital Status:	Married Divorced Separated Single
Spouse's Full Name:	
SSN:	
Date of Birth:	

	2.			
	3.			
How many people live in your house	ehold?			
Have you ever filed Bankruptcy?	Yes	No	When	
Has your spouse filed Bankruptcy?	Yes	No	When	
If you have filed BK before, what co	ounty were yo	ou living in at	that time?	
How long have you lived at your cur	rrent address'	?		
List All Previous Addresses for the	past 3 years:			
1.)				
2.)				
3.)				
Occupation:				
How long with your employer?				
Employer: (Name)				
(Address)				
Spouse's Occupation:				
How long with your employer?				
Employer: (Name)				
(Address)				
,,				

ASSET INFORMATION

1. REAL ESTATE:

Do you rent or own yo	Rent	_ Own	Co-Owner?		
When did you buy you	ır home?				
Purchase Price?					
Property #1					
Real Estate Owned Ac	ldress?				
Value \$	_ Market/Zillo	ow \$	Tax A	Assessment \$	
Mortgage Company?					
Balance \$	_Monthly Pag	yment \$	Cur	rent/Arrearage? \$	
Second Mortgage Con	npany?				
Balance \$	_Monthly Pag	yment \$	Cur	rent/Arrearage? \$	
Property #2					
Real Estate Owned Ac	ldress?				
Value \$	_ Market/Zillo	ow \$	Tax <i>A</i>	Assessment \$	
Mortgage Company?					
Balance \$	_Monthly Pag	yment \$	Cur	rent/Arrearage? \$	
Second Mortgage Con	npany?				
				rent/Arrearage? \$	

2. FINANCIAL ACCOUNTS:

Bank:	
Checking Account Balance	Savings Account Balance
Bank:	
Checking Account Balance	
Bank:	
Checking Account Balance	
Bank:	
Checking Account Balance	
Bank:	
Checking Account Balance	Savings Account Balance
Do you own any Investment Accounts?	
Type Company _	Balance
Do you own Stocks, Bonds or Mutual Fun	nds?
Description:	
	es?
Life Insurance Co.: If this is not a term life insurance policy,	Is this Term Life Insurance?what is the cash surrender value?
Life Insurance Co.: If this is not a term life insurance policy,	Is this Term Life Insurance?what is the cash surrender value?
Life Insurance Co.: If this is not a term life insurance policy of the control o	Is this Term Life Insurance? what is the cash surrender value?

Do you have a Retirement Account?	Yes		No
Account Provider:			
Plan Type:		Balance:	\$
Account Provider:			
Plan Type:		Balance:	\$
Account Provider:			
Plan Type:		Balance:	\$
Tax Refunds:			
Have you filed your tax return for last year?	Yes		No
Did you already receive a refund?	Yes		No
How much was your Federal Refund?			
How much was your State Refund?			
Are you still due a refund?	Yes		No
Federal Refund you are expecting?			
State Refund you are expecting?			

1.	Year	Make	Model
	Miles	Balance	Payment
	Lender		
2.	Year	Make	Model
	Miles	Balance	Payment
	Lender		
3.	Year	Make	Model
	Miles	Balance	Payment
	Lender		
4.	Year	Make	Model
	Miles	Balance	Payment
	Lender		
5.	Year	Make	Model
	Miles	Balance	Payment
	Lender		

4.	wearing Apparei Va	lue: \$				
	5. Jewelry and Furs Value: \$ Identify with specifically any item of jewelry that you own with a value of more than \$500.00. For items of lesser value, provide a general description:					
6.	Household Goods:	Check off any of these items specifically any item that has \$500.00.	•			
<u>Item</u>		How many?	Value			
Dinin Kitch Enter Freez Wash Dish China Sofa/ Coffe End T Lamp Chain Beds Dress	owave ag Set aen Table/Chairs atainment Center aer/Refrigerator aer/Dryer washer a Closet/Armoir Loveseat ae Table Fable os rs/Recliners sers at Stands		\$			
ELE	CTRONICS					
Stere Comp Cell	/DVD Player o/Radio puter/Tablet Phone e System		\$ \$ \$ \$ \$			

7.	Collections:	Do you have any collections of value? If so, describe: Examples may include books, stamps, coins, stamps, memorabilia, etc.			
		Value \$			
		Value\$			
		Value\$			
8.	Sports & Hobby E	quipment : Do you own Sports & Hobby Equipment? If so, describe: Examples may include guns, video or photographic equipment, exercise equipment, hunting & fishing equipment, tools, etc.			
		Value \$			
9.	Pets:				
		Value \$_			
10.	Miscellaneous Item	as:			
List o	other valuable assets not li	isted elsewhere			
		Value \$			
		Value\$			
		Value\$			
11.	Does any owe you	money? If so, who owes you and how much is owed?			
12.	Can you sue anyon	ne for anything? Job, car accident, etc.			
13.	4 0	, or do you expect to inherit any property within the			

DEBT INFORMATION:

Student Loans: Owed To: Loan Balance \$ Co-signor? Yes______No____ Do you pay Child Support or Alimony? Yes _____ No____ IF YES. Who do you pay Support or Alimony to? What is the monthly payment **\$**_____ Are you behind on your support payments? Yes _____ No ____ IF YES, How much? Name and Address of parent/person to who support is paid: Do you owe Taxes? For example the IRS, State of Virginia, or County Taxes **Government Entity** Tax Year **Amount Due** \$_____

Unsecured Debts (credit cards, personal loans, payday loans, old landlords, repossessions, utilities or medical bills; DO NOT LIST DEBTS THAT ARE ALREADY LISTED)

Owed To	Type of Debt	Balance	Payment
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total	\$		

(We will add it up it you do not have a calculator)

MONTHLY INCOME

Husband's Gi	ross Pay	:		\$			
Wife's Gross Pay:				\$		· · · · · · · · · · · · · · · · · · ·	
Child Support/Alimony:				\$			
Retirement In	come:			\$			
Self-Employn	nent/Bu	siness:		C			
Government A				•			
Unemployme	nt Assis	tance:		•			
Other (describ				•			
TOTAL MO		Y INCO	ME	Ф			
			<u>M</u>	ONTHLY	EXPENSES		
Rent/Mortgag	ge:	\$			2 nd Mortgage \$)	
Utilities:	Elect.	\$		Gas \$	Water \$	Sewer/Trash \$	
	Tel.	\$		Cell \$	Cable \$	Sewer/Trash \$ Internet \$	
HOA		-	\$	<u> </u>		<u></u>	
Home Mainte	nance:		\$				
Food & Hous	ehold Ite	ems:	Φ				
Day Care/Chi	ld Educ	ation	Φ				
Clothing/Lau			•				
Personal Groo		,	Φ				
Newspapers/N	_	es:	\$				
Medical & Do	_		\$				
Auto Operation		s:	\$				
Recreation:	C		\$				
Charitable Co	ntributi	ons:	\$				
Auto Insuranc	ce:		\$				
Life Insurance			\$				
Other Insuran	ce:		\$				
Child or Spou	ısal Sup	port:	\$				
Storage:		L	\$				
Pet Care:			\$				
Tobacco:			\$				
1 st Auto Paym	nent		\$				
2 nd Auto Payn			\$				
Other Installn		ment	\$				
	- · · · · · · · · · · · ·		\$				
Student Loans	S		\$				
Property Taxe			\$				
Tax Arrearage			\$				
Other Living		es	\$				
TD 4 134 43	. E		Φ.				
Total Month	ıy Expe	nses	\$				

MISCELLANEOUS

1.	What was your gross income for the year to date and the previous two years?						
2017:	\$	(wife) \$					
2016:	\$	(wife) \$					
2015:	\$	(wife) \$					
2.	Have you been self-employed or have you had any ownership interest in a comp last 6 years? Yes No						
If so, §	give details:						
	Name of Business: Address:						
	What type of Business: Dates in Business: Accountant: Does this business presently have any assets? If so, describe:						
	Name of Business: Address:						
	What type of Business: Dates in Business: Accountant: Does this business presently	have any assets? If so, describe:					
Have :	you given anyone a financial s	tatement for any businesses in the past 4 years? If so, who?					

Have you been involved in a divorce in the past year?	Yes	No
Have you entered into a Property Settlement Agreement	in the past ye	ear?
	Yes	No
If so, give details including transfers: For Example, was any other large asset transferred pursuant to your Propert	y Settlement	Agreement?
Have you paid any creditor \$600 or more in the past 3 me Details	onths? Y	
Have you repaid any family member in the past year? Details	Y	es or No
Have you transferred or sold any of your property to anyone Yes or No Details	-	st two years?
Have you given any of your property away within the pas Details	•	Yes or No
Have you made any cash charitable contributions within Details		
Has any property been returned by you or repossessed by Yes or No Details		hin the past year?

Do you have any storage units or safe deposit boxes?	Yes o	or No
Details		
Have you closed any bank accounts in the past year?	Yes o	
Details		
Do you have any leases or active contracts to be completed?	Yes o	or No
Details		
Have you obtained any judgments against third parties?	Yes o	or No
Details		
Have you owned real estate in the past other than real estate y	ou currently	own? List

LEGAL ACTIONS BEING TAKEN

Garnishments?	Yes	No	Amount \$	
	Creditor		Court	
	Yes	No	Amount \$	
	Creditor		Court	
Lawsuits?	Yes	No	Amount \$	
	Creditor		Court	
	Yes	No	Amount \$	
	Creditor		Court	
Judgements?	Yes	No	Amount \$	
	Creditor		Court	
	Yes	No	Amount \$	
	Creditor		Court	
Foreclosures?	Yes	No	Collateral	
	Creditor		Date	
	Yes	No	Collateral	
	Creditor		Date	
Repossessions?	Yes	No	Collateral	
	Creditor		Date	
	Yes	No	Collateral	
	Creditor		Date	

Can I Keep My Car?

For many people considering bankruptcy, this is one of their top concerns. Every person who files bankruptcy and has lived in Virginia the past two years gets a \$2,000 vehicle exemption on one vehicle. That means if your vehicle is worth \$2,000 or less over what is owed, we can protect it. In addition, if your vehicle has more than \$2,000 equity, we can typically use a \$5,000 wildcard exemption as well. If you have more than one vehicle with equity, we need to talk about that.

What if it is financed?

Before they changed the bankruptcy laws in 2005, you could simply elect to keep the vehicle and continue making payments. However, under the new law, you cannot officially do that. You must either surrender the vehicle, redeem (pay off what it is worth in a lump sum), or reaffirm. Most people want to keep their car, not surrender, and very few have thousands of dollars to redeem. Does that mean they must reaffirm?

Reaffirming only helps the car lenders.

Reaffirming basically means you are agreeing to be held to the terms of your original contract...same interest rate, monthly payments, amount due, etc. Once in a blue moon the finance company will agree to a better interest rate or lower the balance, but that is extremely rare.

The problem with reaffirming is that you are once again agreeing to be <u>personally</u> liable for the car loan. That means if you can't make the payments after your case is closed, the finance company can repossess the car, sell it for peanuts, and <u>come after you for the difference</u>. You'll have a repossession on your credit, even after bankruptcy had wiped it clean, and then it will take that much longer to re-establish good credit. The finance company will likely get a judgment against you and garnish your pay, and this is after you've already gone through bankruptcy!!

So what happens if you do not reaffirm? Look at your financing contract. If it says that the car company considers the filing a bankruptcy a breach of contract (and most contracts say that), technically they can demand the car be returned without a reaffirmation agreement. However, I've spoken to many other bankruptcy attorneys, and no one knows of a company actually doing this except for Ford. Think about it. Why would a car company want to repossess your car and get almost nothing at auction when you are making your monthly payments? That would be bad for business. If you simply continue making your payments and keep the vehicle, but don't sign the reaffirmation agreement, the finance company will probably not repossess the vehicle, and you can keep the car without the potential liability of a reaffirmation agreement.

Why do some people insist on reaffirming?

The main reason is usually this: they are more afraid of losing their car than the liability they are accepting – "But it's the only car I have to get to work."

I suggest going to several used car dealerships and finding out for yourself that even if the finance company does pick up your vehicle, which again, is <u>extremely</u> unlikely, you'll still be able to get a better car for a lower monthly payment anyway.

So what should you do?

My recommendation to you is not to reaffirm. If you want to keep your vehicle, I suggest you k	eep
making the payments, but don't sign a reaffirmation agreement. But you must decide for yourself. If yo	ou do
reaffirm, you have 60 days after you sign to change your mind.	

Vehicle: Vehicle: Vehicle:	I WILL / WILL NOT reaffirm this loan. (Circle one) I WILL / WILL NOT reaffirm this loan. (Circle one) I WILL / WILL NOT reaffirm this loan. (Circle one)
Client	Date
Client	Date



CIN LEGAL DATA SERVICES CONSUMER AUTHORIZATION AND RELEASE FORM

CIN Legal Account Number: A12417

Account Name:

A12417 - The Law Offices of Michael J. O. Sandler, PLLC

SUBJECT TO THE TERMS, CONDITIONS AND DISCLOS CIN LEGAL DATA SERVICES ("CIN") TO DO THE FOLL	SURES SET OUT ON PAGES 2 AND 3 HEREIN, I INSTRUCT AND AUTHORIZE		
·	OWING (PLEASE SELECT ALL THAT APPLY):		
Bankruptcy Credit Report™	Access my Credit Profile one time to compile, merge, and format the credit data and data elements into the Bankruptcy Credit Report ("BCR"); provide a copy of the BCR to my attorney via CIN's Internet portal or other secure electronic means; make data elements of the BCR available for electronic import into my attorney's bankruptcy forms preparation software program or automated bankruptcy filing system; and provide a copy of the BCR to me via electronic posting to my secure MyHorizon® account.		
Credit Assurance Report™	Access my Credit Profile one time in the 60 to 90 days following the discharge of my bankruptcy case to compile, merge, and format the credit data and data elements into the Credit Assurance Report™ ("CAR"); provide a copy of the CAR to my attorney via CIN's Internet portal or other secure electronic means; and provide a copy of the CAR to me via posting to my secure MyHorizon® account.		
MyHorizon® Credit Monitoring Program	Access my Credit Profile daily for 12 months beginning on the date the MyHorizon Credit Monitoring Program ("MHT Monitoring") is ordered to provide credit monitoring, credit scoring, and/or credit score monitoring and tracking products to me via email, instant message, and/or text message.		
Identity Verification	Access my Credit Profile one time on the order date of any BCR, CAR or MHT Monitoring product to confirm my identity and avoid fraudulent transactions in my name. THIS IS A REQUIREMENT FOR ANY CREDIT PRODUCT ORDER.		
PLEASE SUBMIT COMPLETED FORM WITH PHOTO IDS FOR PRIMARY APPLICANT AND CO-APPLICANT (IF JOINT APPLICATION) BY FAX TO 866-307-1003 OR BY EMAIL TO FORMS@CINLEGAL.COM. THANK YOU.			
PRIMARY APPLICANT			
NAME	Photo ID		
SSN SIGNATURE	Photo ID		
SSN	Photo ID		
SSN SIGNATURE	Photo ID		
SSN SIGNATURE DATE CO-APPLICANT (IF JOINT APPLICATION)	Photo ID		
SSN SIGNATURE DATE			
SSN SIGNATURE DATE CO-APPLICANT (IF JOINT APPLICATION) NAME	Photo ID Photo ID		
SSN SIGNATURE DATE CO-APPLICANT (IF JOINT APPLICATION) NAME SSN			

LEGAL SERVICES AGREEMENT FOR BANKRUPTCY MATTERS

I authorize my attorneys at **Fisher-Sandler**, **LLC** to represent me in the following matters: Chapter 7 Bankruptcy.

My attorney agrees to professionally represent my interest to the best of his ability. I acknowledge that my attorney cannot guarantee results and that my obligation to pay my attorney his fees and costs is not contingent upon the results attained.

My attorney shall be compensated at the following rates:

- (1) Fixed fee of \$1,000.00 for Chapter 7 bankruptcy; and
- (2) \$335.00 for the bankruptcy filing fee;
- (3) \$30.00 for filing of each Homestead Deed (if applicable);
- (4) \$33.00 for 2 source credit report;
- (5) If creditors need to be added after your case is filed, there is a \$30.00 court filing fee to add them to the court data base (charge is for filing, not per creditor).

The fixed fee includes the following services:

statements made to me by non-attorneys to be legal advice.

- a.) Initial consultation;
- b.) Counseling you regarding the preparation of the Chapter 7 petition;
- c.) Counseling you regarding the retention or surrender of property securing consumer debts, your entitlement to claim certain property as exempt, and drafting and filing of the Homestead Deed;
- d.) Counseling you regarding motions and other pleadings which might be filed for or against you;
 - e.) Preparation of Reaffirmation Agreement(s);
- f) Preparing you for your meeting with the chapter 7 trustee (meeting of creditors); and

I will pay before my case is filed, and then payments of

g.) Attending the meeting of creditors with you.

within 30 days and	30 days after that.
I understand	that your services are concluded after discharge or dismissal of my case. I
understand the fees r	noted above do not include adversary proceedings, state court actions, or an
appeals to higher cou	arts, and that if I wish to retain you for those matters, a separate fee will be
charged. You are a	authorized to take any action you consider necessary and proper in your
representation of me	; however, I am aware that you can not guarantee results and have made no
warranties. I am aw	are that in dealing with your office I will be in contact with both attorneys

I have read this agreement and I understand it and agree to it. I acknowledge the receipt of a copy of this Legal Services Agreement.

and non-attorneys working under the supervision of attorneys, and I will not consider the

Fisher-Sandler, LLC	Date	Client	Date	
		Client	Date	

LEGAL SERVICES AGREEMENT FOR BANKRUPTCY MATTERS

I authorize my attorneys at **Fisher-Sandler**, **LLC**, to represent me in the following matters: Chapter 13 Bankruptcy.

My attorney agrees to professionally represent my interest to the best of his ability. I acknowledge that my attorney cannot guarantee results and that my obligation to pay my attorney his fees and costs is not contingent upon the results attained.

My attorney shall be compensated at the following rates:

- (1) Fixed fee of \$3,500.00 for Chapter 13 bankruptcy; and
- (2) \$310.00 for the bankruptcy filing fee;
- (3) \$33.00 for 2 source credit report / \$53.00 if joint filing;
- (4) If creditors need to be added after your case is filed, there is a \$30.00 court filing fee to add them to the court data base (charge is for filing, not per creditor).

The fixed fee includes the following services:

- a.) Initial consultation;
- b.) Counseling you regarding the preparation of the Chapter 13 petition;
- c.) Counseling you regarding the retention or surrender of property securing consumer debts, your entitlement to claim certain property as exempt, and drafting and filing of the Homestead Deed;
- d.) Counseling you regarding motions and other pleadings which might be filed for or against you;
- e.) Preparation of Chapter 13 Plan, and any subsequent Plans until a confirmation order is obtained from the court;
- f) Preparing you for your meeting with the chapter 13 trustee (meeting of creditors); and
 - g.) Attending the meeting of creditors with you.

Date

I will pay	before my case is filed, and then payments of
within 30 days and	30 days after that.
understand the fees noted about appeals to higher courts, and to charged. You are authorized representation of me; however warranties. I am aware that in	services are concluded after discharge or dismissal of my case. I we do not include adversary proceedings, state court actions, or an hat if I wish to retain you for those matters, a separate fee will be I to take any action you consider necessary and proper in your I, I am aware that you can not guarantee results and have made no in dealing with your office I will be in contact with both attorneys under the supervision of attorneys, and I will not consider the attorneys to be legal advice.
I have read this agreem of a copy of this Legal Service	nent and I understand it and agree to it. I acknowledge the receipt s Agreement.

Client

Client

Date

Date

Fisher-Sandler, LLC