

# JEFFREY S. ARNOLD

## ATTORNEY AT LAW, P.C.

209 W Van Buren St  
Columbia City, IN 46725

Phone: 260.248.2169 Fax: 260.248.2176  
Toll Free: 1.888.600.LAWS  
[www.arnolddebtreief.com](http://www.arnolddebtreief.com)

5612 W Jefferson Blvd  
Fort Wayne IN 46804

### BANKRUPTCY PACKET – CONTACT INFORMATION

NAME(S): \_\_\_\_\_

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

HOME PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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## Instructions:

**Bring this completed questionnaire and all documents required from checklist (no appointment necessary).**

Answer each question truthfully, completely, and to the best of your ability. In order for the Bankruptcy Court to consider your situation, it is necessary for them to have a complete picture of your affairs. Therefore, do not lie or attempt to hide anything. To do so constitutes perjury, a Federal Criminal offense and will jeopardize your entire Bankruptcy proceeding. If you have any questions or do not understand what is required for certain questions, call our office for assistance.

If you do not have enough space in which to answer any one question, please write the answer on the back of the page and indicate the number of the question you are answering. If a question does not apply to you, please note "not applicable." **You must supply complete answers and COMPLETE ADDRESSES, INCLUDING ZIP CODES because the court notifies your creditors by mail.** Please return your completed questionnaire to your office in person or by mail as soon as possible with the attorney's fees required to sign and all items listed on the client checklist.

## CHECKLIST FOR FILING NEW BANKRUPTCY

- Complete copies of federal and state tax returns for this year and last year, with W-2s for each year
- Last Six Months of Pay Stubs (or report from employer listing gross, itemized deductions and net for each pay period)
- Most recent pay stub
- If on Unemployment, 6 months of pay stubs through current date
- If on Retirement or Social Security Disability, 2007 Benefits Statement or pay stubs
- Life Insurance Policies (Whole Life - cash value only)
- All bills and collection notices, not already listed on your credit report (credit card, medical, secured (i.e., car, home, etc.)
- Lawsuits and repossession/garnishment documents
- Credit Counseling Certificate

## PROPERTY

### Real Estate

List all real estate which you own or are a joint owner, even if you still owe money on the property.

| Address and description of property | Who owns property?<br>Husband,<br>wife or<br>joint? | Fair Market<br>Value | Your % of<br>ownership or<br>amount if you<br>and spouse are<br>not sole<br>owners | <b>List all mortgages, home<br/>equity loans, lines of<br/>credit, and liens against<br/>property.</b><br><br>What is the \$ value of the<br>loan, lien, or mortgage? | Name, address of any and all institutions<br>who issued liens, loans, lines of credit, or<br>mortgages. | Monthly<br>payment on<br>loan, lien, or<br>mortgages |
|-------------------------------------|---|----------------------|--|---|---|--|
|                                     |   |                      |  |   |   |  |
|                                     |   |                      |  |   |   |  |
|                                     |   |                      |  |   |   |  |
|                                     |   |                      |  |   |   |  |

## PERSONAL PROPERTY

For each type of property listed below, indicate whether you own any property of that category, and if you do, fill in the remaining information. You can think of the value as the replacement value. For property acquired for personal or family use, replacement value is the price a retail merchant would charge for a property of that kind, considering the age and condition of that property.

| TYPE OF PROPERTY   | Yes/No | Description & Location | Husband<br>Wife,<br>Joint | Value |
|--|--------|------------------------|---------------------------|-------|
| 1. Cash on hand  |        |                        |                           |       |
| 2. Checking/Savings Account, Certificates of Deposit, other bank accounts    |        |                        |                           |       |
| 3. Security deposits held by utility companies, landlord                     |        |                        |                           |       |
| 4. Household goods, furniture, including audio, video and computer equipment |        |                        |                           |       |

| TYPE OF PROPERTY   | Yes/No | Description & Location | Husband<br>Wife,<br>Joint | Value |
|--|--------|------------------------|---------------------------|-------|
| 5. Books, pictures, art objects, records,<br>compact discs, collectibles   |        |                        |                           |       |
| 6. Clothing  |        |                        |                           |       |
| 7. Furs and jewelry  |        |                        |                           |       |
| 8. Sports, photographic, hobby equipment,<br>firearms                      |        |                        |                           |       |
| 9. Interest in insurance policies--specify<br>refund or cancellation value |        |                        |                           |       |
| 10. Annuities  |        |                        |                           |       |
| 11. Interests in an education IRA, as<br>defined in 26 USC 530 (b (1))     |        |                        |                           |       |

| TYPE OF PROPERTY  | Yes/No | Description & Location | Husband<br>Wife,<br>Joint | Value |
|---|--------|------------------------|---------------------------|-------|
| 12. Interests in pension or profit sharing plans                    |        |                        |                           |       |
| 13. Stock and interests in incorporated/unincorporated businss      |        |                        |                           |       |
| 14. Interests in partnerships/joint ventures                        |        |                        |                           |       |
| 15. Bonds   |        |                        |                           |       |
| 16. Accounts receivable   |        |                        |                           |       |
| 17. Alimony/family support to which you are entitled                |        |                        |                           |       |
| 18. Other liquidated debts owed to you, including tax refunds       |        |                        |                           |       |
| 19. Equitable or future interests or life estates                   |        |                        |                           |       |
| 20. Interests in estate of decedent or life insurance plan or trust |        |                        |                           |       |

| TYPE OF PROPERTY   | Yes/No | Description & Location | Husband<br>Wife,<br>Joint | Value |
|--|--------|------------------------|---------------------------|-------|
| 21. Other contingent/unliquidated claims, including tax refunds, counterclaims |        |                        |                           |       |
| 22. Patents, copyrights, other intellectual property                           |        |                        |                           |       |
| 23. Licenses, franchises   |        |                        |                           |       |
| 24. Customer list or other compilation   |        |                        |                           |       |
| 25. Automobiles, trucks, trailers, accessories                                 |        |                        |                           |       |
| 26. Boats, motors, and accessories   |        |                        |                           |       |
| 27. Aircraft and accessories   |        |                        |                           |       |
| 28. Office equipment, supplies   |        |                        |                           |       |
| 29. Machinery, fixtures, etc., for business                                    |        |                        |                           |       |
| 30. Inventory  |        |                        |                           |       |
| 31. Animals  |        |                        |                           |       |

| <b>TYPE OF PROPERTY</b>  | <b>Yes/No</b> | <b>Description &amp; Location</b> | <b>Husband<br/>Wife,<br/>Joint</b> | <b>Value</b> |
|--|---------------|-----------------------------------|------------------------------------|--------------|
| 32. Crops--growing or harvested                                  |               |                                   |                                    |              |
| 33. Farming equipment and implements                             |               |                                   |                                    |              |
| 34. Farm supplies, chemicals, feed                               |               |                                   |                                    |              |
| 35. Other personal property of any kind not<br>previously listed |               |                                   |                                    |              |

## Current Expenses

Do you and your spouse maintain separate households?  No  Yes. If so, fill one page out for your household and another for your spouse's.

The following questions ask for your expenses each month. If you are unsure of the amount you pay each month, but know the amount for a different period (per week, per day, every 2 months, etc.), write in the amount and the frequency that you pay the amount.

### Indicate how much you pay for each item each month...

1. your rent or your home mortgage, including lot rent \$ \_\_\_\_\_  
Does that amount include real estate taxes?  No  Yes  
Does it include property insurance?  No  Yes
2. electricity and heating \$ \_\_\_\_\_
3. water and sewage \$ \_\_\_\_\_
4. telephone service/long distance \$ \_\_\_\_\_
5. Do you have any other utility bills? If so, what, and how much per month?  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_
6. home maintenance, including repairs and general upkeep \$ \_\_\_\_\_
7. food (groceries and restaurants) \$ \_\_\_\_\_
8. clothing \$ \_\_\_\_\_
9. laundry and dry cleaning \$ \_\_\_\_\_
10. medical and dental expenses not covered by insurance \$ \_\_\_\_\_
11. transportation (not including car payments), including maintenance \$ \_\_\_\_\_
12. entertainment, recreation, newspapers, magazines \$ \_\_\_\_\_
13. charitable contributions/ tithes \$ \_\_\_\_\_
14. insurance not deducted from paycheck \$ \_\_\_\_\_
  - a) homeowner's or renter's insurance \$ \_\_\_\_\_
  - b) life insurance \$ \_\_\_\_\_
  - c) health insurance \$ \_\_\_\_\_
  - d) auto insurance \$ \_\_\_\_\_
  - e) other insurance \_\_\_\_\_ \$ \_\_\_\_\_
15. taxes not deducted from paycheck (property taxes) \$ \_\_\_\_\_
16. installment payments for car, furniture, etc. (Specify)  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_
17. maintenance paid to others \$ \_\_\_\_\_
18. child support not deducted from pay check \$ \_\_\_\_\_
20. mandatory payroll deductions not already listed \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

- |  |          |
|--|----------|
| 21. court ordered payments not already listed _____                                      | \$ _____ |
| _____  | \$ _____ |
| _____  | \$ _____ |
| 22. education necessary to maintain employment   | \$ _____ |
| 23. education for a physically or mentally challenged child                              | \$ _____ |
| 24. childcare  | \$ _____ |
| 25. disability insurance (if not listed on line 14)                                      | \$ _____ |
| 26. health savings accounts  | \$ _____ |
| 27. care for elderly, chronically ill, or disabled family members                        | \$ _____ |
| 28. protection from family violence  | \$ _____ |
| 29. education expense for your children under 18 including school<br>lunch and book fees | \$ _____ |
| 30. non-mandatory contributions to retirement accounts (including loan repayment)        |          |
| _____  | \$ _____ |
| _____  | \$ _____ |
| 31. other expenses not listed above _____  | \$ _____ |
| personal grooming  | \$ _____ |
| glasses/contacts   | \$ _____ |
| IRS monthly payments   | \$ _____ |

## **BANKRUPTCY RETAINER AGREEMENT**

In Consideration of the legal services to be rendered by JEFFREY S. ARNOLD, Attorney at Law, P.C., Client hereby employs said counsel to represent Client in bankruptcy proceedings.

***The flat fee for handling your Chapter 7 case to its conclusion is \$ \_\_\_\_\_ OR \$ \_\_\_\_\_ if paid in full, up front. This includes a 3-credit bureau report, the filing fee, and attorney fees for the basic proceedings.***

***Your petition will be filed with the Bankruptcy Court when \$ \_\_\_\_\_ is paid (Chapter 7 or Chapter 13). Full basic fee for a Chapter 13 case varies. Please see the fee disclosure form filed with the Court and discuss this with the office.***

**\*\*\* THE REMAINDER OF FEES OWED MUST BE PAID BY THE FRIDAY BEFORE YOUR SECTION 341 HEARING OR THE ATTORNEY CANNOT CONTINUE TO REPRESENT YOU IN THIS CASE. \*\*\***

The Client understands that the funds paid in this matter will NOT be segregated and filing fees will be kept in the normal interest bearing account of attorney, along with fees paid, until paid to the court.

This flat fee includes representation in a basic Chapter 7 case. This includes preparation of your initial filing paperwork (petition, schedules, and the like), representation at the Initial Meeting of Creditors, and processing reaffirmation agreements as needed and provided. The flat fee does not include representation in adversary proceedings related to the bankruptcy, representation in Motions to Dismiss proceedings, proceedings outside the normal course in a Bankruptcy, proceedings related to the conversion of Chapters, including dealings with U.S. Trustee related to "substantial abuse" motions. Retainer fee for services described in this paragraph is at least \$800.00, which is payable prior to our office agreeing to perform these additional services. Fees for court proceedings will be billed on an hourly basis according to the fee schedule set out below and will be billed in addition to the flat fee. You will be notified when you will be billed in this manner.

Additional fees are charged on an hourly basis for proceedings in a Chapter 13 case post Chapter 13 Plan Confirmation, whether for Plan Modification or Motions to Dismiss proceedings, or any other services provided after Confirmation of the Chapter 13 Plan. Specific additional services billed on flat fee basis are listed below as well. Hourly charges for the attorney and office staff are as follows:

**Jeffrey S. Arnold, Attorney**  
**Legal Assistant**

**\$150.00 per hour**  
**\$65.00 per hour**

If the foregoing hourly rates are changed you will be given twenty (20) days written

notice of the change. After such notice, and without objection, your fees will be based on the revised hourly rate.

**Flat Fees for the additional services are as follows:**

|   |  |
|---|--|
| Preparation of Reaffirmation Agreement:   | \$50.00 per Agreement                    |
| Preparation of Amendment:                 | \$75.00 1-10 added<br>\$100.00 11+ added |
| Motion to Avoid Lien                      | \$250.00 per Lien                        |
| Missed Hearing                            | \$100.00                                 |
| Incorrect Personal Information on Filings | \$100.00                                 |
| Motion to Redeem Property                 | \$325.00 initial fee                     |

If your case requires expenditures for appraisals, experts depositions, investigations, extraordinary long distance phone calls, extraordinary photocopying or other related expenses that are advanced by this firm, your statement will reflect those expenditures.

You will receive a detailed statement every month describing the legal serviced performed on your behalf. If expenditures are advanced by this firm, you will expected to reimburse this firm promptly after billing. Other expenditures may require your advancement of funds before the expenditure is made, and you will be contacted accordingly. All month billings must be paid in full within thirty (30) days of receipt, unless specific arrangements are made with this firm prior to the commencement of representation. All delinquent accounts will be charged interest at the rate of one and on half percent (1 ½%) per month (18% annual rate). You will required to advance all Court costs.

**NO GUARANTEES OR PROMISES REGARDING THE OUTCOME OF THIS CASE HAVE BEEN MADE BY THE ATTORNEY. IF INCORRECT INFORMATION IS GIVEN TO THE ATTORNEY OR A MEMBER OF THE OFFICE STAFF IN ORDER TO MISLEAD OR PRESENT A FALSE IMPRESSION, CLIENT ACKNOWLEDGES THAT COUNSEL HAS A DUTY TO DISCLOSE THAT INFORMATION TO THE COURT AND TO CEASE REPRESENTATION OF CLIENT.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Jeffrey S. Arnold, Attorney at Law, P.C.,  
by:  
Jeffrey S. Arnold, Attorney at Law  
(888) 600 - LAWS (5297)

\_\_\_\_\_  
Signature of Client

**Consumer Request & Agreement for Consumer Liability Report (CLR)**

Name \_\_\_\_\_ SS# \_\_\_\_\_

Spouse's Name (if joint) \_\_\_\_\_ SS# \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

This writing constitutes my written instructions to Credit Inonet to obtain my credit files and compile a list of all accounts with a balance owing. The completed results in the form of a creditor liability report is to be delivered on-line or via Fax to the CIN Referral Agent. Data elements from this request may also be utilized for downloading into the Agents automated bankruptcy filing system.

**TERMS OF SALE**

The undersigned (hereinafter referred to as Consumer(s) contracts with Credit Inonet for the use of its services under the terms, conditions, and agreements outlined below. The Fair Credit Reporting Act "FCRA" (Public Law 91-508) provides in section (Sec. 604) Permissible purposes of reports: that any consumer reporting agency may provide a report (Sec. 604) (2) In accordance with the written instructions of the consumer to whom it relates The FCRA also provides (Sec. 619) that anyone who knowingly and willfully obtains information under false pretenses shall be fined under Title 18, or imprisoned not more than one year, or both. Having been made aware of these provisions of the law, the Consumer(s) agree to the following. They are the person(s) on whom they are requesting the report be prepared, and they have presented positive identifying information to prove so. They are requesting this report under the right granted them in (Sec. 604) (2) of the FCRA as disclosed above.

The Consumer(s) agree that the sole purpose and obligation of Credit Inonet in this transaction is to provide a means by which they may obtain a report consisting of the data from national credit files at their written instructions. The FCRA places no restrictions on how Consumer(s) may utilize or share a report that is ordered at their written instructions. Consumer(s) acknowledges and agree that after a report is delivered to their possession Credit Inonet and its sources of information can in no way be held responsible or liable for its use.

Credit Inonet agrees that it will provide the Consumer with a report in a Creditor liability summary or schedule format showing all Creditors listed with balances owing. Credit Inonet shall provide, when available the names, address, and direct phone numbers of information furnishers (Credit Grantors or Public Records sources) within the file. No additional information from the files shall be included in this report. Consumer(s) agree to pay in advance the fee for this report to the participating referral agent.

Signature \_\_\_\_\_ Spouse's (if Joint) \_\_\_\_\_

Date \_\_\_\_\_ Product Requested: CLR (2) Source \_\_\_\_\_ Individual \_\_\_\_\_ Joint  
CLR (3) Source \_\_\_\_\_ Individual \_\_\_\_\_ Joint

|                           |                  |
|---------------------------|------------------|
| Referral Agent Code _____ | Name _____       |
| Phone (____) _____        | Fax (____) _____ |
| E-mail _____              |                  |

**Prior to accessing the CLR Report this Consumer request and a photocopy of proper picture identification must be faxed to: 800-803-3307. Alternatively it may be scanned and up-loaded to the CIN On-Line transaction.**

Picture ID may be copied on lower portion of this order or as a separate attachment. May also be printed on legal for additional space.

## **ACKNOWLEDGMENT**

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I acknowledge that I have received the initial information letter, statement of information required by 11 U.S.C. §341, important information about bankruptcy assistance, disclosure pursuant to 11 U.S.C. §527, debtor's acknowledgment of reporting requirements and bankruptcy retainer agreement. If I have any questions, I will contact my attorney.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Client's Signature