



PATTON, HOVERSTEN & BERG, PA
A PROFESSIONAL ASSOCIATION / ATTORNEYS AT LAW

Bankruptcy Information and Forms

This document is designed to help you through the bankruptcy process. Your attorney will go through it with you and help you to gather the information you need to file.

Following your initial meeting with your attorney, you will need to complete the forms in this document and return them to our office. You can either mail them or bring them with you to a scheduled conference. It is important that the information on the forms is complete and correct.

This packet contains:

1. Bankruptcy Information Sheet
2. A list of documents required to be provided to our office
3. Questions that are required to be answered to complete the bankruptcy forms
4. Domestic Support Obligation sheet
5. Credit report order form and consent
6. A blank authorization form
7. Notice of Responsibilities Of Debtors And Their Attorneys
8. Bankruptcy fee agreements

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BANKRUPTCY INFORMATION SHEET

BANKRUPTCY LAW IS A FEDERAL LAW. THIS SHEET PROVIDES YOU WITH GENERAL INFORMATION ABOUT WHAT HAPPENS IN A BANKRUPTCY CASE. THE INFORMATION HERE IS NOT COMPLETE. YOU MAY NEED LEGAL ADVICE.

WHEN YOU FILE BANKRUPTCY

You can choose the kind of bankruptcy that best meets your needs (provided you meet certain qualifications):

Chapter 7 - A trustee is appointed to take over your property. Any property of value will be sold or turned into money to pay your creditors. You may be able to keep some personal items and possibly real estate depending on the law of the State where you live and applicable federal laws.

Chapter 13 - You can usually keep your property, but you must earn wages or have some other source of regular income and you must agree to pay part of your income to your creditors. The court must approve your repayment plan and your budget. A trustee is appointed and will collect the payments from you, pay your creditors, and make sure you live up to the terms of your repayment plan.

Chapter 12 - Like chapter 13, but it is only for family farmers and family fishermen.

Chapter 11 - This is used mostly by businesses. In chapter 11, you may continue to operate your business, but your creditors and the court must approve a plan to repay your debts. There is no trustee unless the judge decides that one is necessary; if a trustee is appointed, the trustee takes control of your business and property.

If you have already filed bankruptcy under chapter 7, you may be able to change your case to another chapter.

Your bankruptcy may be reported on your credit record for as long as ten years. It can affect your ability to receive credit in the future.

WHAT IS A BANKRUPTCY DISCHARGE AND HOW DOES IT OPERATE?

One of the reasons people file bankruptcy is to get a "discharge." A discharge is a court order which states that you do not have to pay most of your debts. Some debts cannot be discharged. For example, you cannot discharge debts for-

- most taxes;
- child support;
- alimony;
- most student loans;
- court fines and criminal restitution; and
- personal injury caused by driving drunk or under the influence of drugs.

The discharge only applies to debts that arose before the date you filed. Also, if the judge finds that you received money or property by fraud, that debt may not be discharged.

It is important to list all your property and debts in your bankruptcy schedules. If you do not list a debt for example, it is possible the debt will not be discharged. The judge can also deny your discharge if you do

something dishonest in connection with your bankruptcy case, such as destroy or hide property, falsify records, or lie, or if you disobey a court order.

You can only receive a chapter 7 discharge once every eight years. Other rules may apply if you previously received a discharge in a chapter 13 case. No one can make you pay a debt that has been discharged, but you can voluntarily pay any debt you wish to pay. You do not have to sign a reaffirmation agreement (see below) or any other kind of document to do this.

Some creditors hold a secured claim (for example, the bank that holds the mortgage on your house or the loan company that has a lien on your car). You do not have to pay a secured claim if the debt is discharged, but the creditor can still take the property.

WHAT IS A REAFFIRMATION AGREEMENT?

Even if a debt can be discharged, you may have special reasons why you want to promise to pay it. For example, you may want to work out a plan with the bank to keep your car. To promise to pay that debt, you must sign and file a reaffirmation agreement with the court. Reaffirmation agreements are under special rules and are voluntary. They are not required by bankruptcy law or by any other law. Reaffirmation agreements-

- must be voluntary;
- must not place too heavy a burden on you or your family;
- must be in your best interest; and
- can be canceled anytime before the court issues your discharge or within 60 days after the agreement is filed with the court, whichever gives you the most time.

If you are an individual and you are not represented by an attorney, the court must hold a hearing to decide whether to approve the reaffirmation agreement. The agreement will not be legally binding until the court approves it.

If you reaffirm a debt and then fail to pay it, you owe the debt the same as though there was no bankruptcy. The debt will not be discharged and the creditor can take action to recover any property on which it has a lien or mortgage. The creditor can also take legal action to recover a judgment against you.

IF YOU WANT MORE INFORMATION OR HAVE ANY QUESTIONS ABOUT HOW THE BANKRUPTCY LAWS AFFECT YOU, YOU MAY NEED LEGAL ADVICE. THE TRUSTEE IN YOUR CASE IS NOT RESPONSIBLE FOR GIVING YOU LEGAL ADVICE.

REQUIRED FEES

The filing fee paid to the court is \$338 for a Chapter 7 case and \$313 for a Chapter 13. Our attorney's fees for a Chapter 7 are \$2,200.00 plus the cost of the credit report (\$45 for single debtor, \$90 for joint debtor) and due before your case can be filed. Our attorney's fees for a Chapter 13 are a minimum of \$1,000 down plus the filing fee cost and must be paid before your case can be filed. Personal checks must clear the bank before filing and may take up to 15 days to clear.

If you own a home, there is an additional \$200 charge for obtaining certified copies and recording your home exemption.

REQUIRED DOCUMENTS

1. **TWO** counseling classes have to be taken during your bankruptcy. The first course, called credit counseling, has to be taken within the 180 days before filing your case. The second course, called a debtor education or financial management course, has to be taken after filing before you can receive a discharge. A list of all the approved counseling agencies can be found on the Department of Justice's website. Below, we have listed the agencies with the lowest costs.

www.ccadvising.com (first course only), \$14.99 per person.

www.firstbk.com, \$18.95 single person, additional \$4.95 for joint, if sent via email delivery.

www.bothcourses.com, first course: \$20.00 single person, additional \$4.99 for joint, second course: \$20.00 single person, additional \$4.99 for joint.

2. Complete copies of your federal, state, and property tax returns for the past two years, including business taxes and all schedules, petitions, W2s and 1099s. You must include returns for you and your spouse even if you are the only one filing.
3. Documentation of all income received over the past 7 months, including but not limited to: pay stubs or a payroll history from all former and current employers; the benefit statement or a bank statement showing direct deposit of social security, veterans disability, workers' compensation or other disability income; unemployment, retirement or pension, child support, alimony or maintenance verification; rental or roommate income or regular contributions. **You need to continue providing pay stubs through the filing date.**
4. For all vehicles, motorcycles, boats, campers, trailers, ATVs, jet skis, snowmobiles and all other recreational vehicles that you own individually, with another person, or are a co-signer on:
 - a. Copies of titles or registration cards;
 - b. Copies of your most recent loan or lease statements; and
 - c. Copy of your installment or sales or lease agreement from the purchase showing the payment terms and the payoff date.

5. For any interest in homes, investment properties, timeshares, vacant lots, vacation properties, cabins, life estates or remainder interests in real property:
 - a. Copies of your mortgage and other loan statements;
 - b. Copy of your most recent property tax statement;
 - c. Any recent home appraisal or comparative market analysis;
 - d. For a timeshare, current sale prices for similar timeshares;
 - e. The legal description which can be found on your deed or abstract or can be provided by your county recorder's office;
 - f. Copy of your mobile home title;
 - g. Copy of your association or timeshare dues; and
 - h. Copy of any sheriff sale notice within the past year.
6. Copy of all lawsuit paperwork that you have received within the past 12 months including all Summons & Complaints, garnishment or bank levy notices.
7. Documentation on life insurance policies identifying the owner of the policy, the type of policy, the policy premium, and the cash value, if any.
8. Documentation of all retirement accounts, investment accounts, and stock ownership information identifying the type of account and the current cash value of each.
9. Documentation of all educational IRAs, identifying the total value of the account and all contributions within the past year.
10. Documentation of all withdrawals and loans from retirement accounts, investment accounts, stocks, and life insurance from the past two years.
11. The total debt and monthly expenses of a non-filing spouse or significant other, including statements showing the name on the account and the minimal monthly payment.
12. Bank Statements for each of your bank accounts for the past 3 months including accounts such as Venmo, PayPal, etc.
13. Other:

The US Trustee's Office audits a small percentage of bankruptcy cases. Those debtors are required to provide additional documentation including bank statements for the six months prior to filing and documentation for all payments made for maintenance, child support, custody or tax matters. Please keep these documents accessible in case they are requested.

The following sections contain questions that will provide our office with the information necessary to complete your bankruptcy forms. Please answer each question to the best of your ability. If you have questions, please note them on the form so they are not forgotten.

PERSONAL INFORMATION

1. Name and any a/k/a: _____
2. Social security number: _____
3. Date of Birth: _____
4. Spouse's name and any a/k/a: _____
5. Spouse's social security number: _____
6. Spouse's date of Birth: _____
7. Street address and PO Box: _____
 City, State, Zip: _____ County: _____
8. Telephone numbers we're authorized to use. Home: _____
 Cell: _____ Work: _____
9. Email address: _____
10. Marital status – circle one: married single divorced separated
11. Dependents:

Name	Date of Birth	Relationship	Support Received, Paid, Spouse's Dependent or No Payments	Amount
			R / P / S / D	
			R / P / S / D	
			R / P / S / D	
			R / P / S / D	
			R / P / S / D	
			R / P / S / D	
			R / P / S / D	

12. Years, or months if less than two years, you have lived in Minnesota: _____
 If less than 18 months, the state you lived prior to Minnesota: _____

13. Have you lived at any other address in the last three years? YES / NO

If yes, please provide the following information:

Address	Dates (month/year to month/year)

14. Have you filed bankruptcy before? YES / NO If yes, provide the following information:

State filed: _____ Date filed: _____ Case Number: _____

15. Are you aware of any pending bankruptcy cases related to yours? YES / NO If yes, provide the following:

Debtor name: _____ Relationship: _____ State: _____

Case number: _____

16. Are you self-employed or own a business? YES / NO If yes, provide the following:

Business name: _____

Describe your business: _____

If incorporated, date of incorporation: _____ State of incorporation: _____

ASSET INFORMATION

17. Do you own real property (i.e. a home, cabin, land)? YES / NO If yes, please provide the following information. You also must provide a copy of the most recent mortgage statement and complete legal description of home.

Property Description	Estimated Fair Market Value	Creditor Name	Monthly Payment	Balance of Loan	How many payments behind?	Retain and pay loan or surrender?

18. Do you own, lease, or have any interest in any vehicles, motorcycles, trailers, farm vehicles, lawn mowers, snow blowers, watercraft, motors, aircraft, ATV's, etc?

YES / NO If yes, please complete the following for each and provide a copy of the title.

Year, make, and model	Estimated fair market value	Mileage and condition (poor, fair, good, excellent)	Purchase month and year	Name of creditor and length of loan	Balance of the loan?	Retain and pay loan or surrender?
					How many payments behind?	

19. What could you sell all of your personal belongings and household goods and furnishings for at a garage sale? \$_____

20. Electronics. Complete the following for all electronics including TVs, cell phones, DVD players, stereos, tablets, laptops, desktop computers, etc.

Item	Amount You Could Sell it For	Purchase Date	Purchase Price

21. Do you own any art, collectables, pictures or antiques? YES / NO If yes:

Description	Amount You Could Sell it For	Purchase Date	Purchase Price

22. Do you own any firearms, sporting, photographic and other hobby equipment?
YES / NO If yes:

Description	Amount You Could Sell it For	Purchase Date	Purchase Price

23. Please provide an estimate of the total amount that you could sell your clothes for at a garage sale: \$_____

24. Do you own a wedding ring or engagement ring? YES / NO If yes, provide:

Description including carats	Amount You Could Sell it For	Purchase Date	Purchase Price

25. Do you own any other jewelry, including costume jewelry, watches or furs?
YES / NO If yes, provide:

Description	Amount You Could Sell it For	Purchase Date	Purchase Price

26. Do you have any pets (non-farm animals)? YES / NO If yes, provide:

Description	Age	Does the pet generate income (i.e. show dog)?

27. Do you own any other personal or household items not already listed, including health aids?
YES / NO If yes, provide:

Description	Amount You Could Sell it For	Purchase Date	Purchase Price

28. Average amount of cash in your wallet, home, and safe deposit box. _____

29. For each deposit account, including checking, savings, money market, CDs, etc, provide the following:

Bank Name	Type of Account	Anyone Else Named on Account?

30. Is your name on a bank account that belongs to another person? YES / NO If yes, please provide the following:

Bank Name	Type of Account	Owner of Funds	Relationship to Owner

31. Do you have any interest in bonds, mutual funds, or publicly traded stocks?
YES / NO If yes, please provide:

Institution or Issuer Name	Current Value

32. Do you have any interests in non-publicly traded stock or interests in incorporated and unincorporated businesses, including interest in an LLC, partnerships or joint ventures? YES / NO If yes, please provide the following:

Name of Entity	Percent of Ownership	Current Value

33. Do you have any interest in government or corporate bonds or other negotiable and non-negotiable instruments? YES / NO If yes, please provide:

Institution or Issuer Name	Current Value

34. Do you have an interest in any pension, profit sharing, 401K, PERA or other retirement accounts? YES / NO If yes, please bring in the most recent statement for each account.

35. Do you have any security deposits with landlords, utility companies, etc? YES / NO
If yes, please provide:

With Whom	Amount

36. Do you own any interests in annuities? YES / NO If yes, please bring in the most recent statement for each account.

37. Do you have an interest in any educational IRA? YES / NO If yes, please bring in the most recent statement for each account.

38. Have you created a trust or are you the beneficiary of any trusts? YES / NO If yes, please provide a copy of the trust documents.

39. Do you have an interest in any patents, copyrights, or other intellectual property? YES / NO
If yes, please provide details: _____

40. Do you have an interest in any licenses or franchises? YES / NO If yes, please provide details: _____

41. Are you owed any past due alimony or child support, or divorce settlement or does anyone else owe you any money? YES / NO If yes, please provide:

Type of Support	Owed to You by Who	Amount Owed

42. Have you deposited or taken out any large sums of money in your bank accounts in the last 90 days? YES / NO If yes, please provide:

Details of Transaction	Date of occurrence	Amount

43. Do you have an interest in any life insurance policies? YES / NO If yes, please provide:

Company	Policy Owner	Beneficiary	Term or Whole Policy	Cash Surrender Value

44. Do you have a Health Savings Account (HSA)? YES / NO If yes, provide the most recent statement.

45. Has anyone died recently that you expect to receive an inheritance from? YES / NO If yes, provide the following:

Relationship to Deceased	Date of Death	Expected Gift

If someone dies in the six months following the filing of your bankruptcy, any inheritance you receive is part of the bankruptcy estate. You must notify our office of any potential inheritance immediately.

46. Do you have any claims against anyone else, whether or not you have filed a lawsuit or made demand for payment? YES / NO If yes, please provide details: _____

47. Is there any other property you own or have an interest in that you have not disclosed elsewhere? (i.e. a storage shed) YES / NO If yes, provide details: _____

48. Do you have interest in land which will be granted to you on the death of some other person? YES / NO If yes, provide details: _____

49. Do you have any interest in land because you sold the land on the basis that if the party buying it defaulted you would receive the land back (i.e. a contract for deed)? YES / NO If yes, provide details: _____

50. Do you have any interest in personal property such that you may at some time in the future get the property back? YES / NO If yes, provide details: _____

51. Do you expect to receive any gift (personal property, real property or money) in the next six months? YES / NO If yes, provide details: _____

52. Do you have a personal injury claim for an auto accident or other injury to you?

YES / NO If yes, provide details: _____

Business Related Assets. Please complete the following questions only if you are self-employed or own a business.

53. Do you have any accounts receivable or commissions earned? YES / NO If yes, please provide:

Description	Amount

54. Do you own any office equipment, furnishing, or supplies? YES / NO If yes, please provide:

Item Description	Value

55. Do you own any machinery, fixtures, equipment, supplies, or tools of the trade? YES / NO
If yes, please provide the following:

Item Description	Value

56. Do you have any inventory? YES / NO If yes, please provide the following:

Description	Value

57. Do you have any customer lists, mailing lists, or other compilations? YES / NO
If yes, do your lists include personally identifiable information? YES / NO
If no, please submit a copy of the list. If yes, please provide the following:

Description of List	Value

58. Do you own any other business related property not already listed? YES / NO

If yes, please provide the following:

Description	Value

Farm and Commercial Fishing Related Property. Please complete the following questions only if you own farm or commercial fishing property.

59. Do you own any farm animals including livestock, poultry, and farm-raised fish?

YES / NO If yes, please provide the following:

Description	Value

60. Do you own any crops – either growing or harvested? YES / NO If yes, please provide the following:

Description	Value

61. Do you own any farm or fishing equipment, implements, machinery, fixtures, and tools of the trade? YES / NO If yes, please provide the following:

Description	Value

62. Do you own any farm and fishing supplies, chemicals, or feed? YES / NO If yes, please provide the following:

Description	Value

63. Do you own any farm or commercial fishing related property not already listed? YES / NO If yes, please provide the following:

Description	Value

EXECUTORY CONTRACTS

Do you have a lease or other agreements not fully performed by both parties, e.g. property and car leases or cell phone, internet, TV and gym contracts, etc.? YES / NO If yes, please complete the following information.

Other Party's Name and Address	Contract Type (circle one)	Terms (length, payment amount, etc.)	Beginning Date	Buyout Amount
	Residential Vehicle Commercial Service Other			
	Residential Vehicle Commercial Service Other			
	Residential Vehicle Commercial Service Other			
	Residential Vehicle Commercial Service Other			
	Residential Vehicle Commercial Service Other			
	Residential Vehicle Commercial Service Other			
	Residential Vehicle Commercial Service Other			

CREDITOR INFORMATION

Federal Law requires that you list all debts, including debts that are not dischargeable such as child support, alimony, student loans, tax debt, and debts to friends and relatives. Failure to list a debt may result in the debt not being discharged in your bankruptcy case.

We will review your credit report. However, please also provide a copy of the most recent statement for each of your creditors. If you do not have a statement for a creditor please complete the following information.

Creditors Name and Address	Person(s) Responsible for Debt	Estimated Balance	If Secured, Asset Description	If Secured, Surrender Property or Continue Paying?	If Secured, Amount Behind.

INCOME

You must bring in pay stubs or other proof of income for all employment over the prior seven months.

Please provide the total monthly amount received for any of the following categories.

- Income from the operation of a business, profession or farm.

Business Name	Income Of (debtor's name)	Average Gross Monthly Income	Minus Average Monthly Expenses	Equals Average Net Income

- Income from real property.

Property Information	Income Of (debtor's name)	Average Gross Monthly Income	Minus Average Monthly Expenses	Equals Average Net Income

Debtor 1

Debtor 2

- Interest and Dividends

- Alimony, Maintenance, Child Support

- Social Security

- Government Assistance, specify: _____

- Pension or Retirement

- Other Monthly Income, specify: _____

MONTHLY EXPENSES

1. Rent or home mortgage payment (include lot rental for mobile home) \$ _____
 a. Are real estate taxes and insurance included? YES / NO If no: \$ _____
2. Second Mortgage Payments \$ _____
3. Home maintenance, repairs and upkeep \$ _____
4. Homeowner's association or condominium dues \$ _____
5. Utilities
 a. Electricity, heat, and natural gas \$ _____
 b. Water, sewer and garbage collection \$ _____
 c. Telephone, cell phone, internet, satellite and cable services \$ _____
 d. Other, specify: _____ \$ _____
6. Food and housekeeping supplies \$ _____
7. Childcare and children's education costs \$ _____
8. Clothing, laundry and dry cleaning \$ _____
9. Personal care products and services \$ _____
10. Medical and dental expenses \$ _____
11. Transportation (gas, maintenance, bus or train fare, not car payments) \$ _____
12. Recreation, clubs, entertainment, newspapers, magazines, etc. \$ _____
13. Charitable contributions and religious donations \$ _____
14. Insurance
 a. Life insurance not deducted from wages \$ _____
 b. Health insurance not deducted from wages \$ _____
 c. Automobile Insurance \$ _____
 d. Other insurance, specify: _____ \$ _____
15. Monthly payments to IRS or state taxes, specify: _____ \$ _____
16. Installment or lease payments
 a. Specify: _____ \$ _____
 b. Specify: _____ \$ _____
 c. Specify: _____ \$ _____
 d. Specify: _____ \$ _____
17. Alimony, maintenance and support \$ _____
18. Support for dependents not living at home \$ _____
19. Other Expenses
 a. _____ \$ _____
 b. _____ \$ _____
 c. _____ \$ _____
 d. _____ \$ _____

ADDITIONAL INFORMATION

1. Employment.

Is Debtor 1 employed? YES / NO

Is Debtor 2 employed? YES / NO

Job Title: _____

Job Title: _____

Employer's Name and Address

Employer's Name and Address

Length of Employment: _____

Length of Employment: _____

Job Title: _____

Job Title: _____

Employer's Name and Address

Employer's Name and Address

Length of Employment: _____

Length of Employment: _____

2. Have your wages been garnished or bank accounts levied within the past 90 days?
YES / NO If yes, please provide documentation or complete the following.

Garnishing Creditor	Attorney Creditor	for Dates Amounts	and Your Payroll Contact Name, Phone and Fax (if garnishment)

3. Have you closed a bank account in the last 12 months? YES / NO If yes, provide:

Bank Name	Account Type	Date of Closing	Balance at Closing

4. Do you have possession of any property or are you using any property that belongs to someone else (i.e. driving a car owned by someone else)? YES / NO If yes, please provide:

Property	Owner's Name and Address	Estimated Value

5. Have you modified or refinanced a mortgage in the past 12 months? YES / NO
If yes, please provide a copy of the recorded mortgage or completed modification agreement.
6. Have you been divorced in the past 8 years? YES / NO If yes, provide a copy of the divorce decree and any amendments to the decree.
7. Have you paid any creditor a total of \$600 or more within the past 90 days, including rent, mortgage, vehicle loans, etc.? YES / NO If yes, please provide the following. List each payment made separately.

Creditor	Date(s) Payment was Made	Amount Paid

8. Have you given friends or relatives any money in the last 12 months? YES / NO If yes, please provide the following information for each payment. **Do not make any more payments to friends or relatives.**

Name and Address of Friend or Relative	Reason for Payment	Amount(s) Paid	Date(s) Paid	Amount Still Owed

9. Describe any expected increase or decrease in income or expenses in the next 12 months: _____

10. Do you pay child support, alimony or maintenance payments? YES / NO If yes, please complete the Domestic Support Obligation Claim Holder Form on the next page.

Domestic Support Obligation Claim Holder*

Section One: your name, address, and employment information

Debtor's Name: _____

Address: _____

Employer's name and address: _____

Section Two: the name and address of the person to whom you owe child support

If you owe more than one individual, place the name and address of the second individual next to the name and address of the first individual.

Note: This section must be completed and cannot be left blank. If the person to whom you owe child support has a restraining order against you, and you are not allowed to know the individual's address, then you may list the government agency to which you submit your child support payment in the section labeled "OTHER." Also, write in this section that there is a restraining order against you.

Name of child's parent(s): _____

Address of child's parent(s): _____

Phone number of child's parent(s): _____

MINNESOTA Office of Child Support Enforcement Department of Human Services 444 Lafayette Road, 4th Floor St. Paul, MN 55155-3846 Office: 651-215-1714 Fax: 651-297-4450	OTHER Name: _____ Street / PO Box: _____ City / State/ Zip: _____ Phone Number: _____
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Date: _____ Debtor(s) Initials – indicating accuracy of information: _____

*Child support creditor includes both creditor to whom the debtor has a primary obligation to pay child support as well as any entity to whom such support has been assigned, if pursuant to Section 402(a)(26) of the Social Security Act or if such debt has been assigned to the Federal Government or to any State or political subdivision of a State.

CREDIT REPORT INFORMATION

Debtor 1's Full Name: _____

Debtor 1's Birthdate: _____ Social Security Number: _____

Debtor 2's Full Name (if a joint request): _____

Debtor 2's Birthdate: _____ Social Security Number: _____

Street Address: _____

City, State, Zip: _____

Former Street Address: _____

City, State, Zip: _____

I give authorization for Patton, Hoversten, & Berg and Online Credit Reporting Corporation to access my credit report information including all medical information reported. By signing this document, I am verifying that all the information above is correct.

Debtor 1's Signature: _____ Date: _____

Debtor 2's Signature: _____ Date: _____

When ordering your credit report, Patton, Hoversten, & Berg will need to establish your identification through automated questions established by the credit bureaus. Please answer the following questions to the best of your ability. If this is a joint request, please answer for both debtors.

1. What county is your current address located in? _____

2. Who is your current and most previous employer? _____

3. Who are your current home and auto loan creditors and what are the payment amounts? _____

AUTHORIZATION

TO: _____

RE: _____

Date of Birth: _____

SSN: _____

YOU ARE AUTHORIZED to provide to representatives of Patton, Hoversten & Berg, P.A., 215 East Elm Avenue, Post Office Box 249, Waseca, Minnesota, any and all information that you have which they may request regarding any and all records or files which you may have regarding myself.

A copy of this authorization is as valid as the original bearing my signature.

Dated: _____

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re: _____

Debtor(s).

Case No. _____

**NOTICE OF RESPONSIBILITIES OF
CHAPTER 7 DEBTORS AND THEIR ATTORNEYS**

This Notice lists certain responsibilities of debtors and their attorneys. Nothing in this document changes, limits, or in any way alters the debtor's or the debtor's attorney's obligations under the Bankruptcy Code, the local and national rules, or any rule of professional responsibility.

UNLESS THE COURT ORDERS OTHERWISE:

- I. Before the case is filed, the attorney for the chapter 7 debtor shall, at a minimum:
 - A. Meet with the debtor to review and analyze the debtor's real and personal property, debts, income, and expenses and advise the debtor on whether to file a bankruptcy petition;
 - B. Explain the various bankruptcy and non-bankruptcy options, the consequences of filing under chapters 7, 11, 13 and answer the debtor's questions;
 - C. Explain to the debtor how the attorney's fees are paid;
 - D. Advise the debtor of the requirement to provide to the trustee the most recently-filed tax return(s) at least seven days prior to the scheduled meeting of creditors. In addition, advise the debtor of the requirement to attend the meeting of creditors and identify the documents the debtor must bring to the meeting;
 - E. Advise the debtor that providing false information in the bankruptcy schedules or false testimony at the meeting of creditors or other hearing or trial may expose the debtor to criminal prosecution and denial of discharge;
 - F. Advise the debtor of the necessity of maintaining liability, collision, and comprehensive insurance on vehicles securing loans or leases;

- G. Timely prepare and file the debtor's petition, plan, schedules, statements, certificates, and other documents required to commence a case, and review them for accuracy contemporaneously with the filing.
- II. After the case is filed, the attorney for the chapter 7 debtor shall, at a minimum:
- A. Appear and represent the debtor at the meeting of creditors;
 - B. Prepare, file and serve any necessary amendments to the petition, schedules, and statements;
 - C. Promptly respond to the debtor's questions throughout the case;
 - D. Consider and advise the debtor concerning the debtor's options to buy, sell or refinance real or personal property and assume or reject executory contracts or unexpired leases;
 - E. Prepare and file a proof of claim for a creditor when appropriate to protect the debtor's interest;
 - F. Fully advise the debtor of the legal effect and consequences of proposed reaffirmation agreements and any defaults thereunder and, where appropriate, negotiate alternate terms with secured creditors, ensure that any agreement is fully and properly completed and filed and appear at any hearing, if required;
 - G. Advise the debtor in motions for relief from automatic stay, file objections when appropriate, and appear, when required, at any hearing;
 - H. Prepare, file, and serve responses to motion for dismissal of the case;
 - I. Advise the debtor of the requirement to complete an instructional course in personal financial management and the consequences of not doing so;
 - J. Represent the debtor in connection with any audit request; and
 - K. Represent the debtor in bringing and defending any and all other matters or proceedings in the bankruptcy case as necessary for the proper administration of the case.
- III. The attorney shall comply with Local Rule 9010-3 and represent the debtor in bringing and defending all matters in the bankruptcy case until a substitution of attorneys is filed or an order is entered allowing the attorney to withdraw.

Unless otherwise agreed, the attorney has no responsibility to represent the debtor in adversary proceedings. However, if an adversary proceeding is filed against the debtor, the attorney will explain to the debtor the estimated cost of providing representation in the

adversary proceeding, the risks and consequences of an adverse judgment, and the risks and consequences of proceeding without counsel, as well as the sources, if any, of possible pro bono representation.

IV. Before the case is filed, the chapter 7 debtor shall:

- A. Fully disclose, review and analyze with the attorney the debtor's real and personal property, all debts, income, expenses and all other financial information needed to properly complete the schedules and statements;
- B. Prior to and throughout the case respond promptly to all communications from the attorney;
- C. Prior to and throughout the case, timely provide the attorney with full and accurate financial and other information and documentation the attorney requests, INCLUDING BUT NOT LIMITED TO:
 - 1. A Certificate of Credit Counseling and any debt repayment plan;
 - 2. Proof of income received from all sources in the six-month period preceding filing, including pay stubs, social security statements, workers' compensation payments, income from rental property, pensions, disability payments, child and spousal support, and income from self-employment;
 - 3. The most recently filed federal and state income tax returns, or transcripts of returns, as well as any other returns requested by the attorney, the trustee, the court, or a party in interest;
 - 4. A government-issued photo identification and proof of social security number, such as a social security card or W-2;
 - 5. A record of interest, if any, in an educational individual retirement account or a qualified state tuition program;
 - 6. The name, address, and telephone number of any person or state agency to whom the debtor owes back child or spousal support or makes current child or spousal support payments, and any and all supporting court orders, declarations of voluntary support payments, separation agreements, divorce decrees, or property settlement agreements;
 - 7. Any insurance policies requested by the attorney;
 - 8. Vehicle titles for all cars, trucks, motorcycles, boats, ATVs, and other vehicles titles in the debtor's name;

9. Legal descriptions for all real property, wherever located, owned by the debtor or titled in the debtor's name, or in which the debtor has any interest whatsoever, including but not limited to, a timeshare, remainder interest, or life estate;
 10. Documents relating to any inheritance to which the debtor is entitled or may be entitled;
 11. Information relating to any foreclosures, repossessions, seizures, wage garnishments, liens, or levies on assets which occurred in the preceding 12 months or continues after the filing of the case;
 12. Information and documents relating to any prior bankruptcies filed by the debtor(s) or any related entity;
 13. Any changes in income or financial condition, such as job loss, illness, injury, inheritance, or lottery winnings before or during the case;
 14. Information and documents relating to any lawsuits in which the debtor is involved before or during the case or claims the debtor has or may have against third parties;
 15. Information relating to any seizure of tax refunds by the IRS or Department of Revenue;
 16. All information or documentation needed to respond to any motion or objection in the bankruptcy case;
 17. Any tax returns, account statements, pay stubs, or other documentation necessary to timely comply with requests made by the United States Trustee or the Chapter 7 Trustee or any audit requests.
- D. Cooperate with the attorney in preparing, reviewing, and signing the petition, schedules, statements, and all other documents required for filing a bankruptcy case.

V. After the case is filed, the chapter 7 debtor shall:

- A. Timely and promptly comply with all applicable bankruptcy rules and procedures;
- B. Appear punctually at the meeting of creditors with recent proof of income, a government-issued photo identification card, proof of social security number, and copies of all financial account statements covering the date the bankruptcy petition was filed;
- C. Contact the attorney before buying, refinancing, or contracting to sell real

property and before entering into any loan agreement until the debtor receives a discharge;

D. Keep the court, the trustee, and the attorney informed of the debtor's current address and telephone number; and

E. Complete an approved debtor education course and provide the certificate of attendance to the attorney for filing.

VI. The chapter 7 debtor's attorney shall, both before and after the case is filed, comply with all applicable professional and ethical rules and shall exercise civility in dealings with all entities with which the attorney comes in contact. The attorney shall also advise the chapter 7 debtor to likewise act in a civil and courteous manner, to dress in a manner appropriate for a federal proceeding and debtors shall do so.

Signatures. By signing this acknowledgment, the debtor and the attorney certify they have read it and understand what is required of the debtor and the attorney in this bankruptcy case.

_____, Debtor _____ Date

_____, Debtor 2 _____ Date

_____, Attorney _____ Date

A fully executed copy of this document must be filed with the petition commencing the bankruptcy case of the debtor(s).

Chapter 7 Bankruptcy Retainer Agreement

This confirms that our law firm will be filing a Chapter 7 bankruptcy case for you in the U.S. Bankruptcy Court for the District of Minnesota. You made this decision after bankruptcy and other alternatives were explained to you.

We will represent you in the filing of a Chapter 7 case for a professional fee of \$2,200 plus the cost of credit report (\$45 for single debtor; \$90 for joint debtor) and the court filing fee of \$338. The base fee covers the following basic services:

1. Counseling you in preparing and filing:
 - a. a Chapter 7 petition;
 - b. a statement of financial affairs;
 - c. schedules of assets and liabilities;
 - d. any other papers, pleadings, or reports which may be required by the court; and
2. Attending the first meeting of creditors and any other hearings which arise in the administration of this case except as stated below.

In some Chapter 7 cases, there are legal services required which are beyond those contemplated in the base fee. You will be required to pay for any additional or supplemental services (the "supplemental services") at an hourly rate of \$375.00 plus any related reimbursable expenses.

The supplemental services may include, but is not limited to:

1. Defending you against any complaint filed (or threatened to be filed) by the trustee to avoid or to recover any transfer of property which you made before the filing of your Chapter 7 petition;
2. Defending you against any motion filed (or threatened to be filed) by the United States Trustee to dismiss your Chapter 7 petition;
3. Attending a Reaffirmation Hearing if required by the U.S. Bankruptcy Court or reviewing and drafting any reaffirmation agreements;
4. Defending you and appearing on any Motions for Relief from the Automatic Stay;
5. Defending you against any contested matter or adversary proceeding filed (or threatened to be filed) by a creditor objecting to the debt you owe them from being discharged in your bankruptcy case; and
6. Amending your bankruptcy schedules or statements after the case is filed.

_____(please initial)

In addition, you are obligated to pay the following costs related to the filing of a Chapter 7 bankruptcy case:

1. The fee of \$338 charged by the Bankruptcy Court;
2. The cost of obtaining copies of judgments, deeds, deeds of trust, title certificates, court papers, county tax records, and other similar documents;
3. The cost of pre-filing consumer credit counseling of approximately \$9 to \$28;
4. The cost of a post-filing instructional course concerning personal financial management of approximately \$8 to \$15;
5. The cost of securing any prior court records from the PACER system;
6. The cost of securing any other records or statements not otherwise produced by or available to you; and
7. Additional postage and shipping costs, if applicable.

If you forget to list a creditor, there will be a charge of \$50 per creditor to add the creditor to your schedules or correct the address after the petition has been filed. To add a creditor after you have received your discharge but before your case is closed there will be a charge of \$90 per creditor.

You must appear at the meeting of creditors (the 341 meeting) and at any other court hearing or meeting that may be required. You must provide any information requested by the Chapter 7 Trustee or the United States Trustee, or any other party in the case, unless the Court determines that you are not required to provide such documentation.

If we must reschedule a 341 meeting because you have failed to appear or failed to bring the required information to the hearing, or if the 341 meeting is continued by the trustee, there will be an additional fee of \$150.00.

Do not incur more debt prior to filing your case. Stop using all credit cards, lines of credit, etc.

Do not close or cash in any 401(k) or retirement plans, insurance policies or bank accounts. Do not transfer any assets without consultation with our office. Do not purchase any assets without consultation with our office.

We have not been hired to fix your credit and make no representations that we can do so.

You may make payments on the base fee and filing fee but the fees must be paid in full prior to filing your Chapter 7 case. If you have any funds from a prior retainer currently held in trust, such funds will be applied to the balance of your Chapter 7 fees.

The base fee and filing fee is a flat fee and is property of the attorney upon payment of the fee, subject to refund of all or a portion of the fee if the agreed upon services are not provided. The fee will not be held in a trust account until earned. You, the client, have the right to terminate the attorney-client relationship. If we discover that any assets or transactions that you are required to disclose has NOT been disclosed, we have the right to terminate the attorney-client relationship. If you fail to cooperate in providing documentation necessary in the administration of your case, we have the right to terminate the relationship.

Very truly yours,

PATTON, HOVERSTEN & BERG, P.A.

by: _____
Attorney

AGREED AND ACCEPTED:

Dated: _____

by: _____
Client

Dated: _____

by: _____
Client's spouse

Chapter 13 Bankruptcy Retainer Agreement

This confirms that our law firm will be filing a Chapter 13 bankruptcy case for you in the U.S. Bankruptcy Court for the District of Minnesota. You made this decision after bankruptcy and other alternatives were explained to you.

We will represent you in the filing of a Chapter 13 case for a minimum fee of \$1,000.00 (the "base fee"). The base fee covers the following basic services:

1. Counseling you in preparing and filing:
 - a. a Chapter 13 petition;
 - b. a statement of financial affairs;
 - c. schedules of assets and liabilities;
 - d. a chapter 13 plan; and
 - e. any other papers, pleadings, or reports which may be required by the court.
2. Attending the first meeting of creditors and any other hearings which arise in the administration of this case except as stated below; and
3. Attending the first confirmation hearing, if required.

In some Chapter 13 cases, there are legal services required which are beyond those contemplated in the base fee. Some of these additional fees may be paid by the payments you will be making to the trustee. If they are not, you will be required to pay for any additional or supplemental services (the "supplemental services") at an hourly rate of \$375.00, plus any related reimbursable expenses.

The supplemental services may include, but is not limited to:

1. Defending you against any complaint filed (or threatened to be filed) by the trustee to avoid or to recover any transfer of property which you made before the filing of your Chapter 13 petition;
2. Defending you against any motion filed (or threatened to be filed) by the United States Trustee to dismiss your Chapter 13 petition;
3. Attending a Reaffirmation Hearing if required by the U.S. Bankruptcy Court;
4. Defending you and appearing on any Motions for Relief from the Automatic Stay;
5. Defending you against any contested matter or adversary proceeding filed (or threatened to be filed) by a creditor objecting to the debt you owe them from being discharged in your bankruptcy case;
6. Amending your bankruptcy schedules or statements after the case is filed; and
7. Modifying your Chapter 13 plan.

In addition, you are obligated to pay the following costs related to the filing of a Chapter 13 bankruptcy case:

1. The fee of \$313 charged by the Bankruptcy Court;
2. The cost of obtaining copies of judgments, deeds, deeds of trust, title certificates, court papers, county tax records, and other similar documents;
3. The cost of pre-filing consumer credit counseling of approximately \$9 to \$28;
4. The cost of a post-filing instructional course concerning personal financial management of approximately \$8 to \$15;
5. The cost of securing any prior court records from the PACER system;
6. The cost of securing any other records or statements not otherwise produced by or available to you; and
7. Additional postage and shipping costs, if applicable.

If you forget to list a creditor, there will be a charge of \$50 per creditor to add the creditor to your schedules or correct the address after the petition has been filed. To add a creditor after you have received your discharge but before your case is closed there will be a charge of \$90 per creditor.

You must appear at the meeting of creditors (the 341 meeting) and at any other court hearings or meetings that may be required. You must provide any information requested by the Chapter 13 Trustee or the United States Trustee, or any other party in the case, unless the Court determines that you are not required to provide such documentation.

If we must reschedule a 341 meeting because you have failed to appear or failed to bring the required information to the hearing, or if the 341 meeting is continued by the trustee, there will be an additional fee of \$150.

Do not incur more debt prior to filing your case. Stop using all credit cards, lines of credit, etc.

Do not close or cash in any 401(k) or retirement plans, insurance policies or bank accounts.

Do not transfer any assets without consultation with our office. Do not purchase any assets without consultation with our office.

We have not been hired to fix your credit and make no representations that we can do so.

You may make payments toward the base fee and filing fee. However, your case will not be filed until \$1,000.00 of the base fee and the entire filing fee must be paid before the case can be filed. The remaining base fee will be paid through the Chapter 13 plan. If you have any funds from a prior retainer currently held in trust, such funds will be applied to the balance of your Chapter 13 fees.

The filing fee is a flat fee and is the property of the attorney upon payment of the fee. The fee will not be held in a trust account until earned. You, the client, have the right to terminate the attorney-client relationship. If we discover that any assets or transactions that you are required to disclose have NOT been disclosed, we have the right to terminate the attorney-client relationship. If you fail to cooperate in providing documentation necessary in the administration of your case, we have the right to terminate the relationship.

Very truly yours,

PATTON, HOVERSTEN & BERG, P.A.

by: _____
Attorney

AGREED AND ACCEPTED:

Dated: _____

by: _____
Client

Dated: _____

by: _____
Client's spouse

Business Bankruptcy Retainer Agreement

This confirms that our law firm will be filing a business bankruptcy case for you in the U.S. Bankruptcy Court for the District of Minnesota. You made this decision after bankruptcy and other alternatives were explained to you.

We advised you that we are willing to represent you for a professional fee of \$_____ (the "base fee"). The base fee covers the following basic services:

1. Counseling you in preparing and filing:
 - a. a petition;
 - b. a statement of financial affairs;
 - c. schedules of assets and liabilities;
 - d. any other papers, pleadings, or reports which may be required by the court; and
2. Attending the first meeting of creditors and any other hearings which arise in the administration of this case except as stated below; and
3. Attending the first confirmation hearing, if required.

In some cases, there are legal services required which are beyond those contemplated in the base fee. You will be required to pay for any additional or supplemental services (the "supplemental services") at an hourly rate of \$375.00 plus any related reimbursable expenses. The supplemental services may include, but is not limited to:

1. Defending you against any complaint filed (or threatened to be filed) by the trustee to avoid or to recover any transfer of property which you made before the filing of your petition;
2. Defending you against any motion filed (or threatened to be filed) by the United States Trustee to dismiss your petition;
3. Attending a Reaffirmation Hearing if required by the U.S. Bankruptcy Court or reviewing and drafting any reaffirmation agreements;
4. Defending you and appearing on any Motions for Relief from the Automatic Stay;
5. Defending you against any contested matter or adversary proceeding filed (or threatened to be filed) by a creditor objecting to the debt you owe them from being discharged in your bankruptcy case; and
6. Amending your bankruptcy schedules or statements after the case is filed; and
7. Modifying your plan if one exists.

_____ (please initial)

In addition, you are obligated to pay the following costs related to the filing of a Chapter 7 bankruptcy case:

1. The filing fee charged by the Bankruptcy Court;
2. The cost of obtaining copies of judgments, deeds, deeds of trust, title certificates, court papers, county tax records, and other similar documents;
3. The cost of pre-filing consumer credit counseling of approximately \$9 to \$28;
4. The cost of a post-filing instructional course concerning personal financial management of approximately \$8 to \$15;
5. The cost of securing any prior court records from the PACER system;
6. The cost of securing any other records or statements not otherwise produced by or available to you; and
7. Additional postage and shipping costs, if applicable.

If you forget to list a creditor, there will be a charge of \$50 per creditor to add the creditor to your schedules or correct the address after the petition has been filed. To add a creditor after you have received your discharge but before your case is closed there will be a charge of \$90 per creditor.

You must appear at the meeting of creditors (the 341 meeting) and at any other court hearing or meeting that may be required. You must provide any information requested by the Trustee or the United States Trustee, or any other party in the case, unless the Court determines that you are not required to provide such documentation.

If we must reschedule a 341 meeting because you have failed to appear or failed to bring the required information to the hearing, or if the 341 meeting is continued by the trustee, there will be an additional fee of \$150.00.

Do not incur more debt prior to filing your case. Stop using all credit cards, lines of credit, etc.

Do not close or cash in any 401(k) or retirement plans, insurance policies or bank accounts.

Do not transfer any assets without consultation with our office. Do not purchase any assets without consultation with our office.

We have not been hired to fix your credit and make no representations that we can do so.

You may make payments on the base fee and filing fee, but the fees must be paid in full prior to filing your case. If you have any funds from a prior retainer currently held in trust, such funds will be applied to the balance of your bankruptcy fees.

The base fee and filing fee are a flat fee and is property of the attorney upon payment of the fee, subject to refund of all or a portion of the fee if the agreed upon services are not provided. The fee will not be held in a trust account until earned. You, the client, have the right to terminate the attorney-client relationship. If we discover that any assets or transactions that you are required to disclose has NOT been disclosed, we have the right to terminate the attorney-client relationship. If you fail to cooperate in providing documentation necessary in the administration of your case, we have the right to terminate the relationship.

Very truly yours,

PATTON, HOVERSTEN & BERG, P.A.

by: _____
Attorney

AGREED AND ACCEPTED:

Dated: _____

by: _____
Client

Dated: _____

by: _____
Client's spouse