

Larry B. Feinstein

DEBTOR

Legal Name: _____ If you are unsure about an answer leave it blank!

All other names used by you in the last six years: _____ Include married, maiden, and trade names.

Social Security Number: _____ If more than one, list all numbers

Taxpayer Identification Number: _____

Street Address: _____

Mailing Address: _____ If different from street address

County of Residence: _____

CO-DEBTOR (SPOUSE)

Legal Name: _____ If you are unsure about an answer leave it blank!

All other names used by you in the last six years: _____ Include married, maiden, and trade names.

Social Security Number: _____ If more than one, list all numbers

Taxpayer Identification Number: _____

Street Address: _____

Mailing Address: _____ If different from street address

County of Residence: _____

PRIOR BANKRUPTCIES

Location of filing: _____ If more than two, attach additional sheets

Case Number: _____

Date Filed: _____

Discharged? _____

Location of Filing: _____

Case Number: _____

Date Filed: _____

Discharged? _____

PENDING BANKRUPTCY (Filed by any spouse, partner or affiliate)

Debtor Name: _____ If more than one, attach additional sheets

Case Number: _____

Date Filed: _____

District: _____

Relationship: _____

Judge: _____

CONTACT INFORMATION:

	Debtor	Co-Debtor (Spouse)
Telephone (Home):	_____	_____
Cell Phone:	_____	_____
Office Phone:	_____	_____
Email Address:	_____	_____

Attorney's Notes: Recommended Chapter 7, 11, 13? _____

Court Filing Fee: \$ _____ Amount Paid: \$ _____

Attorneys Estimated Fee: \$ _____ Balance Due: \$ _____

TERMS OF ENGAGEMENT:

If you return the Worksheets to our office for preparation, you will be asked to sign our Engagement Agreement and you agree to the terms and conditions of the Agreement (a copy of which is attached to the Information Package part of these worksheets) even if the original Agreement is not signed inadvertently, or not signed until the time of the final preparation of the paperwork for filing. The returning of the Worksheets constitutes your agreement to the terms of our engagement set forth therein. Thank You.

These worksheets are our office's attorney/client working papers and generally cannot be and will not be released or disclosed to any third party by our office because they are privileged attorney/client documents used by our office to give you informed legal advice. These worksheet papers are given to our office for us to be able to give you full and complete legal advice or assistance in your bankruptcy legal proceedings. We cannot give you informed legal advice unless these Worksheets are filled out fully and completely, and which you might not have otherwise disclosed absent this privilege. From these worksheets, we will review the information with you, and we will prepare draft Schedules and Statements which we will also go through with you before final preparation and filing with the court. This information is important to us in order to advise you about the various chapters of Bankruptcy, the right to exemptions, the means test issues, and other legal consequences of filing.

YOU MUST ATTACH THE FOLLOWING TO THE WORKSHEETS, AS THEY ARE REQUIRED TO BE PROVIDED TO THE TRUSTEE:

ATTACHED CHECKLIST:

1. _____ Your last year's filed federal Income Tax Return (Form 1040)
If you didn't file a return for last year, then a copy of the last tax return you did actually file
2. _____ Copies of your last two months pay stubs, or other pay verification for the prior two months.
3. _____ Copy of your bank statements, for all bank accounts, for the month that we file the bankruptcy. The trustee is required to verify the amount on hand at the time of the filing, and we must provide the trustee with bank statements for verification. Therefore, be careful when filling out the forms, to account for checks that are written but not cleared.
4. _____ A copy of your social security card (or something with your social security number on it that you did not prepare, such as a W-2 statement, etc.)
5. _____ Copy of your Driver's License
6. _____ A copy of your credit report. We recommend getting a credit report (which can be obtained for free) to verify all your creditor debt. Try: www.annualcreditreport.com

ASSETS – REAL PROPERTY

(Home)

Address and description of real property that you own or have an interest in:

Ownership Single Individual Debtor Co-Debtor (Spouse) Joint Community

Market Value: \$ _____

Date Purchased: _____

If real estate, state your interest: _____

If you still owe money on this property, list to whom and how much you owe them:

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____

ASSETS – PROPERTY YOU OWN
(2ND Home/Rental Property/Other Real Property)

Address and description of property:

Ownership Single Individual Debtor Co-Debtor (Spouse) Joint Community

Market Value: \$ _____

Date Purchased: _____

If real estate, state your interest: _____

If you still owe money on this property, list to whom and how much you owe them:

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____

ASSETS

PERSONAL PROPERTY

KIND OF PROPERTY	VALUE (REPLACEMENT COST IF YOU HAD TO GO OUT AND BUY IT USED IN THE SAME CONDITION IT IS IN NOW)
1. Cash on Hand	\$ _____
2. Checking Account	
Bank Name: _____	\$ _____
Bank Name: _____	\$ _____
[You must provide the Trustee with a copy of all your Bank Statements for the month prior to filing to verify this amount; so be aware of any checks that are outstanding and not cleared.]	
2. Savings Account	
Bank Name: _____	\$ _____
Bank Name: _____	\$ _____
2. Stockbroker, Credit Union or Other Cash Accounts	\$ _____
3. Landlord Deposits	\$ _____
4. <u>Household Goods</u> , Furnishings, Computers, Stereo, Piano, etc. Furniture, Household Items.	\$ _____
5. Books, Pictures, Art	\$ _____
6. Wearing Apparel and Clothing	\$ _____
7. Furs and Jewelry	\$ _____
8. Firearms, Photographic and Hobby Equipment	\$ _____
9. Insurance Policies (cash value, not face value)	\$ _____
10. Annuities	\$ _____
11. Educational IRA's and Tuition Plans	\$ _____
12. IRA's and Pensions	\$ _____
From what company?	
13. <u>Stocks owned in any company</u> (including small businesses you might own)	
Name: _____	\$ _____
Name: _____	\$ _____

ASSETS

PERSONAL PROPERTY

VALUE (REPLACEMENT COST IF YOU HAD TO GO OUT
AND BUY IT USED IN THE SAME CONDITION IT IS IN
NOW

KIND OF PROPERTY

14. Interest in any partnerships		
Name: _____		
Percentage Owned: _____	\$	_____
15. Government Bonds, Savings Bonds, Annuities	\$	_____
16. <u>Tax Refunds</u> , Accounts Receivables, Other Debts Owed to you	\$	_____
17. Alimony, Child Support, Maintenance		
From Whom: _____		
How Much Per Month: _____	\$	_____
19. Patents, Copyrights, IP Property	\$	_____
20. Franchises, Licenses	\$	_____
21. Any Contingent or Claims You Have Against Someone Else Including any Personal Injury Claims	\$	_____
Accident? _____		
When? _____		
Extent of Injuries _____		
22. Franchises, Licenses, Patents, Copyrights, IP	\$	_____
25. Automobiles and Vehicles		
Make & Model: _____	\$	_____
Make & Model: _____	\$	_____
Make & Model: _____	\$	_____
26. Boats and Accessories	\$	_____
27. Aircraft	\$	_____
28. Office Equipment, Furnishings, Supplies	\$	_____
29. Machinery, Fixtures, Equipment	\$	_____
30. Business Inventory	\$	_____
33. Farm Equipment, Animals, Feed, Pets.	\$	_____
35. Any Other Property Not Otherwise Itemized, Including Unpaid Commissions, Bonuses To Be Paid, etc.	\$	_____

DEBTS

DEBTS

SECURED CREDITORS ON REAL ESTATE

Home Loans, Home Mortgages, Second Mortgages, Etc.

1st MORTGAGE: Name of Creditor

And "**customer service**" mailing address, not the address to which you send payment:

Name: _____

Address: _____

HOW MUCH DO YOU OWE ON THE MORTGAGE? \$ _____

What is the address of the property? _____

Account Number: _____ Interest Rate: _____ %

Monthly Payment: \$ _____ When did you obtain the loan? (Date) _____

Amount in Arrears (if any): \$ _____ How many months in arrears? _____

What is the real property worth? \$ _____

How did you determine the value? (Appraisals; Tax Value, etc.) _____

What is your intention for the property? (i.e. keep it) _____

2nd MORTGAGE: Name of Creditor

And "**customer service**" mailing address, not the address to which you send payment:

Name: _____

Address: _____

HOW MUCH DO YOU OWE ON THE MORTGAGE? \$ _____

What is the address of the property? _____

Account Number: _____ Interest Rate: _____ %

Monthly Payment: \$ _____ When did you obtain the loan? (Date) _____

Amount in Arrears (if any): \$ _____ How many months in arrears? _____

What is the real property worth? \$ _____

How did you determine the value? (Appraisals; Tax Value, etc.) _____

What is your intention for the property? (i.e. keep it) _____

If you have more than 2 loans on your home, then list information on a separate sheet.

DEBTS

SECURED CREDITORS ON OTHER REAL ESTATE

Such as Second Homes, Lots, Vacant Land, Etc.

Home Loans, Home Mortgages, Second Mortgages, Etc.

1st MORTGAGE: Name of Creditor _____

And "**customer service**" mailing address, not the address to which you send payment:

Name: _____

Address: _____

HOW MUCH DO YOU OWE ON THE MORTGAGE? \$ _____

What is the address of the property? _____

Account Number: _____ Interest Rate: _____ %

Monthly Payment: \$ _____ When did you obtain the loan? (Date) _____

Amount in Arrears (if any): \$ _____ How many months in arrears? _____

What is the real property worth? \$ _____

How did you determine the value? (Appraisals; Tax Value, etc.) _____

What is your intention for the property? (i.e. keep it) _____

2nd MORTGAGE: Name of Creditor _____

And "**customer service**" mailing address, not the address to which you send payment:

Name: _____

Address: _____

HOW MUCH DO YOU OWE ON THE MORTGAGE? \$ _____

What is the address of the property? _____

Account Number: _____ Interest Rate: _____ %

Monthly Payment: \$ _____ When did you obtain the loan? (Date) _____

Amount in Arrears (if any): \$ _____ How many months in arrears? _____

What is the real property worth? \$ _____

How did you determine the value? (Appraisals; Tax Value, etc.) _____

What is your intention for the property? (i.e. keep it) _____

If you have more than 2 loans on your home, then list information on a separate sheet.

DEBTS

OTHER SECURED DEBT

Such as Auto Debts

Name of Secured Creditor

And "**customer service**" mailing address, not the address to which you send payment:

Name: _____

Address: _____

HOW MUCH DO YOU OWE ON THE LOAN? \$ _____

What is the secured property? (i.e. car make model, year) _____

Account Number: _____ Interest Rate: _____ %

Monthly Payment: \$ _____ When did you obtain the loan? (Date) _____

Amount in Arrears (if any): \$ _____ How many months in arrears? _____

What is the car or collateral worth? \$ _____

How did you determine the value? (Appraisals; Comparables, etc.) _____

What is your intention for the property? (i.e. keep it) _____

Name of Secured Creditor

And "**customer service**" mailing address, not the address to which you send payment:

Name: _____

Address: _____

HOW MUCH DO YOU OWE ON THE LOAN? \$ _____

What is the secured property? (i.e. car make model, year) _____

Account Number: _____ Interest Rate: _____ %

Monthly Payment: \$ _____ When did you obtain the loan? (Date) _____

Amount in Arrears (if any): \$ _____ How many months in arrears? _____

What is the car or collateral worth? \$ _____

How did you determine the value? (Appraisals; Comparables, etc.) _____

What is your intention for the property? (i.e. keep it) _____

REMEMBER THAT IN ORDER TO KEEP A CAR, YOU HAVE TO REAFFIRM THE DEBT WITH THE LENDER OR THEY CAN REPOSSESS IT EVEN IF YOU ARE CURRENT ON YOUR PAYMENTS!!

PART TWO: UNSECURED DEBTS

Debts refer to any amount of money that you owe to any person or company. This includes any debt that has been "Charged Off." Monthly bills, such as the telephone bill or car insurance are not debts unless you are more than one month behind. You already listed debts that are secured in the Asset Section, so you will not need to relist them here. If you are unsure whether a debt is secured or not, call us. **If there is a debt you wish to continue paying, you must still list it in this Section. Failure to do so can result in additional fees, denial of your bankruptcy, or even criminal prosecution. We can always attempt to pull debts out after the case is filed.**

Debts are divided into categories by the Court:

1. Taxes owed to either the IRS or a state or local government;
2. Delinquent Child Support or Alimony;
3. Other Debts owed to an ex-spouse;
4. Court Fines, including traffic and parking infractions;
5. Student Loans;
6. Consumer Debts, including credit cards, medical bills, NSF checks, etc.

SECTION A: TAXES

Have you filed all required tax returns? Yes _____ No _____

What required forms and years were NOT filed? _____

TAX DEBTS

(Tax agency means IRS or WA State Property taxes, etc.)

1.	Tax Agency:	_____
	Address:	_____
	Type of Return: (1040, 941, etc.):	_____
	Tax Year:	_____
	Return Filed:	Month: _____ Year: _____
	Amount due:	_____

2.	Tax Agency:	_____
	Address:	_____
	Type of Return: (1040, 941, etc.):	_____
	Tax Year:	_____
	Return Filed:	Month: _____ Year: _____
	Amount due:	_____

3.	Tax Agency:	_____
	Address:	_____
	Type of Return: (1040, 941, etc.):	_____
	Tax Year:	_____
	Return Filed:	Month: _____ Year: _____
	Amount due:	_____

IF YOU HAVE MORE THAN THREE TAXES OWED, PLEASE PROVIDE THE INFORMATION REQUESTED ABOVE FOR THE ADDITIONAL TAXES ON A SEPARATE SHEET OF PAPER.

SECTION B: DELINQUENT CHILD SUPPORT & MAINTENANCE

Party owed support/maintenance: _____

If Child, List names and ages of children: _____

Current Monthly Support Payment Amount \$ _____

Monthly Payment Arrearage Amount: \$ _____

Total Back Support Amount Owed: \$ _____

Do you pay direct to the parent or through the Dept. of Child Support? _____

If to the Dept. of Child Support (DSHS), Please list address: _____

Party owed support/maintenance: _____

If Child, List names and ages of children: _____

Current Monthly Support Payment Amount \$ _____

Monthly Payment Arrearage Amount: \$ _____

Total Back Support Amount Owed: \$ _____

Do you pay direct to the parent or through the Dept. of Child Support? _____

If to the Dept. of Child Support (DSHS), Please list address: _____

SECTION C: OTHER DEBTS OWED TO EX-SPOUSE

Do you owe any money to an ex-spouse for other than Child Support or Alimony? (This includes any promise to pay marital debts that were included in your Divorce Decree) Yes No

If "no," proceed to Section D. If "yes," then please describe and attach a copy of your Divorce Decree

GENERAL CREDITORS

PLEASE USE ADDRESS FOR "CUSTOMER SERVICE" AND NOT THE ADDRESS TO WHICH YOU MAIL PAYMENTS.

Name of Creditor and Address	When Incurred & For What	Amount of Claim (Note if Disputed)
Name:		\$ _____ _____ _____
Address:		
Account No.:		
Name:		\$ _____ _____ _____
Address:		
Account No.:		
Name:		\$ _____ _____ _____
Address:		
Account No.:		
Name:		\$ _____ _____ _____
Address:		
Account No.:		

GENERAL CREDITORS

PLEASE USE ADDRESS FOR "CUSTOMER SERVICE" AND NOT THE ADDRESS TO WHICH YOU MAIL PAYMENTS.

Name of Creditor and Address	When Incurred & For What	Amount of Claim (Note if Disputed)
Name:		\$ _____ _____ _____
Address:		
Account No.:		
Name:		\$ _____ _____ _____
Address:		
Account No.:		
Name:		\$ _____ _____ _____
Address:		
Account No.:		
Name:		\$ _____ _____ _____
Address:		
Account No.:		

GENERAL CREDITORS

PLEASE USE ADDRESS FOR "CUSTOMER SERVICE" AND NOT THE ADDRESS TO WHICH YOU MAIL PAYMENTS.

Name of Creditor and Address	When Incurred & For What	Amount of Claim (Note if Disputed)
Name:		\$ _____ _____ _____
Address:		
Account No.:		
Name:		\$ _____ _____ _____
Address:		
Account No.:		
Name:		\$ _____ _____ _____
Address:		
Account No.:		
Name:		\$ _____ _____ _____
Address:		
Account No.:		

GENERAL CREDITORS

PLEASE USE ADDRESS FOR "CUSTOMER SERVICE" AND NOT THE ADDRESS TO WHICH YOU MAIL PAYMENTS.

Name of Creditor and Address	When Incurred & For What	Amount of Claim (Note if Disputed)
Name:		\$ _____ _____ _____
Address:		
Account No.:		
Name:		\$ _____ _____ _____
Address:		
Account No.:		
Name:		\$ _____ _____ _____
Address:		
Account No.:		
Name:		\$ _____ _____ _____
Address:		
Account No.:		

SCHEDULE G – EXECUTORY CONTRACTS

Leases

Describe all executory contracts of any nature and all unexpired leases of real property or personal property. Include any timeshare interests.

Party: _____
Address: _____

If you are unsure about an answer leave it blank!

Description: _____

List all contracts or leases which will continue after your bankruptcy is filed

Intent: Assume Reject (Chapters 7 and 13 only)

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, indicate that by stating "a minor child." See 11 U.S.C § 112; Fed. Bankr. P. 1007(m)

Name and Address of Co-Debtor:

Creditor to Whom Co-debtor May Be Liable:

Other Names By Which Co-Debtor is Known: _____

Name and Address of Co-Debtor:

Creditor to Whom Co-debtor May Be Liable:

Other Names By Which Co-Debtor is Known: _____

SCHEDULE I - INCOME

DEBTOR

Marital status: Single Married Divorced Separated Other:

If you are unsure about an answer leave it blank!

Dependants (i.e. Children)

Name	Age	Relationship

Do not repeat information entered on either the debtor or spouse form!

Employment

Occupation: _____

Employer: _____

Address of Employer: _____

How long? _____

Paycheck Weekly Bi-Weekly Semi-Monthly Monthly

Paycheck Earnings

Gross Earnings	\$	
Overtime	\$	
Total Earnings	\$	

Deductions from Paycheck

Federal Withholding Tax	\$		Mandatory contributions to Retirement Plan	\$	
Social Security (FICA) Tax	\$		Voluntary contributions for retirement plans	\$	
Medicare Tax	\$		Required repayments of retirement fund loans	\$	
State Withholding Taxes	\$		Insurance	\$	
Other City/Municipal Tax	\$		Union Dues	\$	
Other Deductions Please Specify:			Domestic Support Obligations	\$	

Net Paycheck \$ _____

Other Income (Monthly)

Regular Income from Business/Profession	\$	_____
Income from Real Property	\$	_____
Interest and Dividends	\$	_____
Alimony, Maintenance or Support	\$	_____
Social Security/Government Assistance:	\$	_____
Other Monthly Income	\$	_____
Source:	\$	_____

Notes: (Describe any increase or decrease in income reasonably anticipated to occur within the next year)

SCHEDULE I - INCOME

CO-DEBTOR (SPOUSE)

Marital status: Single Married Divorced Separated Other:

If you are unsure about an answer leave it blank!

Dependants (i.e. Children)

Name	Age	Relationship

Do not repeat information entered on either the debtor or spouse form!

Employment

Occupation: _____

Employer: _____

Address of Employer: _____

How long? _____

Paycheck Weekly Bi-Weekly Semi-Monthly Monthly

Paycheck Earnings

Gross Earnings	\$	
Overtime	\$	
Total Earnings	\$	

Deductions from Paycheck

Federal Withholding Tax	\$ _____		Mandatory contributions to Retirement Plan	\$ _____
Social Security (FICA) Tax	\$ _____		Voluntary contributions for retirement plans	\$ _____
Medicare Tax	\$ _____		Required repayments of retirement fund loans	\$ _____
State Withholding Taxes	\$ _____		Insurance	\$ _____
Other City/Municipal Tax	\$ _____		Union Dues	\$ _____
Other Deductions Specify:			Domestic Support Obligations	\$ _____

Net Paycheck \$ _____

Other Income (Monthly)

Regular Income from Business/Profession	\$	_____
Income from Real Property	\$	_____
Interest and Dividends	\$	_____
Alimony, Maintenance or Support	\$	_____
Social Security/Government Assistance:	\$	_____
Other Monthly Income	\$	_____
Source:	\$	_____

Notes: (Describe any increase or decrease in income reasonably anticipated to occur within the next year)

SCHEDULE J – EXPENDITURES

		Property #1	Property #2	
Rent/Home Mortgage Payment (Include Lot Rented for Mobile Home)	\$			If you are unsure about an answer leave it blank!
Are real estate taxes included? <input type="checkbox"/> Yes <input type="checkbox"/> No ----->	\$			
Is property insurance included? <input type="checkbox"/> Yes <input type="checkbox"/> No ----->	\$			
Property, Homeowners, or Renter's Insurance	\$			
Home maintenance, repair, and upkeep expenses	\$			
Homeowner's Association or Condominium Dues	\$			
Electricity, heat, and natural gas	\$			
Water, Sewer, and Garbage Collection	\$			Enter your average monthly expenses. Pro-rate any payments made bi-weekly, semi-monthly, quarterly, semi-annually, or annually to show monthly rate.
Telephone, cell phone, internet, satellite, and cable services	\$			
Other. Specify: _____	\$			
Food and housekeeping supplies	\$			
Childcare and children's education costs	\$			
Clothing, Laundry and Dry Cleaning	\$			
Personal care products and services	\$			
Medical and Dental Expenses	\$			
Transportation (not including car payments)	\$			
Recreation, Clubs, Entertainment, Newspapers, Magazines, Etc.	\$			
Charitable Contributions	\$			
Insurance (not deducted from wages or included in home mortgage)				
Life	\$			
Health	\$			
Auto and other vehicle	\$			
Other: _____	\$			
Taxes (not deducted from wages or included in home mortgage)				
Agency: _____	\$			
Agency: _____	\$			
Installment Payments (if a Ch.13, do not list payments that will be included in the plan)				
Car Payments for Vehicle #1	\$			
Car Payments for Vehicle #2	\$			
Other: _____	\$			
Alimony, Maintenance, and Support Paid to Others	\$			
Payments for Support of Additional Dependents Not Living at Home	\$			
Regular Expenses From Operation of Business, Profession, or Farm (Attach Profit and Loss Statement)	\$			
Other: _____	\$			
Other: _____	\$			
Other: _____	\$			
Notes (Describe any increase or decrease in expenditures reasonably anticipated to occur within the next year)				

In most proceedings, your "income" is defined as your average income for the past six months. Therefore, if your income has had significant variations over the last six months, such as a period of unemployment, large/small commission variances, change of jobs, etc., then please itemize your monthly income from each month over the last six months. Also, remember that "income" is not just wages, but can be child support, unemployment benefits, pension or retirement, or rent income from a tenant, etc. Please break down your total income for the last six months.

This is important, in that the bankruptcy laws now provide that certain "high income" debtors cannot file Ch.7, and must file pay-back Ch.13 or Ch.11 plans instead. You may have heard the term "means test" which goes through your prior 6-month's income, and certain allowed expenses to see if you qualify for Ch.7. If the Trustees think you do not qualify, they can bring a motion "for abuse of the bankruptcy law" [commonly called a Section 707(b) motion] to scrutinize your prior and current income and your current expenses. Thus, we need this information to evaluate your eligibility for Ch.7 under the means test.

Last month: Gross Income from all sources	\$	_____
Deductions, taxes, FICA, etc.	\$	_____
Net income for the month	\$	_____
Two months ago: Gross Income from all sources	\$	_____
Deductions, taxes, FICA, etc.	\$	_____
Net income for the month	\$	_____
Three months ago: Gross Income from all sources	\$	_____
Deductions, taxes, FICA, etc.	\$	_____
Net income for the month	\$	_____
Four months ago: Gross Income from all sources	\$	_____
Deductions, taxes, FICA, etc.	\$	_____
Net income for the month	\$	_____
Five months ago: Gross Income from all sources	\$	_____
Deductions, taxes, FICA, etc.	\$	_____
Net income for the month	\$	_____
Six months ago: Gross Income from all sources	\$	_____
Deductions, taxes, FICA, etc.	\$	_____
Net income for the month	\$	_____

RESIDENCY

We need to establish your residency in order to protect your assets. Please fill out the form below. Stop when you get back to January 1, 2004. You only need the month and the year, not an exact date. If you are off by a month or two, that is OK, no more than that. If you are filing as a married couple and have been living together since January 1, 2004 please feel free to make the spouse column "Same."

	Debtor	Spouse
When did you move into your present Residence:		
When did you move into your previous Residence:		
State of previous residence:		
When did you move into your previous Residence:		
State of previous residence:		
When did you move into your previous Residence:		
State of previous residence		
When did you move into your previous Residence:		
State of previous residence		

Statement of Financial Affairs

1. Income from Employment or Operation of Business

None

Attach pay stubs received in the past 60 days.

Attach copies of your tax returns for the past two years.

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor who maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the Debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married Debtors filing under ch.12 or ch.13 must state income of both spouses whether or not a joint petition is filed.)

	Debtor	Co-Debtor (Spouse)
Year to Date:		
1 Year Ago:		
2 Years Ago:		

Indicate the amount and source of income for this year-to-date, last year, and two years ago

2. Income Other than from Employment or Operation of Business

None

Did you sell anything, receive any benefits such as unemployment insurance, or have any gambling winnings?

State the amount of income received by the debtor other than from employment, trade, profession, operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under ch.12 or ch.13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

	Debtor	Co-Debtor (Spouse)
Year to Date:		
1 Year Ago:		
2 Years Ago:		

Indicate the amount and source of income for this year-to-date, last year, and two years ago.

3. Payments to creditors – Complete A. or B., as appropriate, and C.

A. Individual or joint debtor(s) with primarily consumer debts: List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case if the aggregate value of all property that constitutes or is affected by such transfer is not less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and creditor counseling agency. (Married debtors filing under ch.12 or ch.13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None

Indicate the name and address of the creditor, dates of payment(s), amount paid, and amount still owing.

B. Debtor whose debts are not primarily consumer debts: List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of this case if the aggregate value of all property that constitutes or is affected by such transfer is not less than \$5,000. (Married debtors filing under ch.12 or ch.13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not file.)

None

Indicate the name and address of the creditor, dates of payment(s) or transfers, amount paid, and amount still owing.

C. All Debtors: List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under ch.12 or ch.13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None

Indicate the recipient's name, address, and relationship, dates of payment(s), amount paid and amount still owing.

4. Suits and administrative proceedings, executions, garnishments and attachments

A. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under ch.12 or ch.13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None

Indicate the caption of the suit, case number, nature of proceeding, court and location, and the status or disposition

Case Caption and Number:

Court and Location:

Status of Case:

Nature of Proceeding:

If more, list the same information for each lawsuit on the back of this page or separate page.

B. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under ch.12 or ch.13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None

Indicate the name and address of person who whose benefit the property was seized, date of seizure and description and value of property

5. Repossessions, foreclosures and returns

None

List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under ch.12 or ch.13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

Indicate the name and address of the creditor or seller, date of repossession, foreclosure sale, transfer or return, and description and value of property.

6. Assignment and receiverships

A. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under ch.12 or ch.13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and joint petition is not filed.)

None

Indicate the name and address of the assignee, date of assignment, and terms of assignment or settlement.

B. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under ch.12 or ch.13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None

Indicate the name and address of the custodian, name and location of court, case title and number, date of order and description and value of property.

7. Gifts

List all gifts or charitable contributions made within one year immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under ch.12 or ch.13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None

Indicate the name and address of the recipient, relationship to debtor if any, date of gift, and description and value of gift.

8. Losses

List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under ch.12 or ch.13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None

Indicate the description and value of property, description of circumstances and, whether the loss was covered in whole or in part by insurance, and the date of the loss.

9. Payments related to debt counseling or bankruptcy

None

List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under bankruptcy law or preparation of a petition in bankruptcy within one year immediately preceding the commencement of this case.

Indicate the name and address of the payee, date of payment; name of payor if other than debtor; and, the amount of money or description and value of property.

10. Other Transfers

A. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor transferred either absolutely or as security within two years immediately preceding the commencement of this case. (Married debtors filing under ch.12 or ch.13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None

Indicate the name and address of the transferee, relationship to the debtor, date and description of property transferred and value received.

B. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

None

Indicate the name of the trust or other device date(s) of transfer(s), amount of money or description and value of property or debtor's interest in property.

11. Closed Financial Accounts

None

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under ch.12 or ch.13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

Indicate the name and address of the institution, type and number of account and amount of final balance, and the amount and date of sale or closing.

12. Safe deposit boxes

None

List each safe deposit or other box or depository in which the debtor has or had securities, cash or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under ch.12 or ch.13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

Indicate the name and address of bank or other depository, names and address of those with access to box or depository, description of contents, and date of transfer or surrender, if any.

13. Setoffs

None

List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under ch.12 or ch.13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

Indicate the name and address of the creditor, date of setoff and amount of setoff.

14. Property held for another person

None

List all property owned by another person that the debtor holds or controls.

Indicate the name and address of the owner, description and value of property, and the location of the property.

15. Prior address of debtor

None

If debtor has moved within three years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

Indicate the address, name used, and dates of occupancy.

16. Spouses and former spouses

None

Indicate the name.

If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within eight years immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

17. Environmental Information

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, release of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including but not limited to, disposal sites.

"Hazardous Material" means anything defined as hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

A. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of notice, and, if known, the Environmental Law.

None

Indicate the site name and address, name and address of governmental unit, date of notice, and if known, the environmental law.

B. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

None

Indicate the site name and address, name and address of governmental unit, date of notice, and if known, the environmental law.

C. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

None

Indicate the name and address of governmental unit, docket number, and status or disposition.

18. Nature, location and name of business

None

If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partnership, sole proprietorship, or was a self employed professional within the six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within the six years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within the six years immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within the six years immediately preceding the commencement of this case.

Name	Taxpayer ID No.	Address	Nature of Business	Beginning & Ending Dates of Operation

CHAPTER 13 CLIENTS

CHAPTER 13 clients have to sign for filing the following rights and responsibilities under Chapter 13 declaration.

Name: _____
 Address: _____
 Telephone No.: _____
 Tax ID No.: _____

UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF WASHINGTON	
In Re Tax I.D. / S.S. #: Debtor.	BANKRUPTCY NO.

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
RIGHTS AND RESPONSIBILITIES OF CHAPTER 13 DEBTORS
AND THEIR ATTORNEY
(Consumer Case)

It is important for debtors who file a bankruptcy case under Chapter 13 to understand their rights and responsibilities. Debtors should know what their attorney's responsibilities are, and understand the importance of communicating with their attorney to make the case successful. Debtors should also know that they may expect certain services to be performed by their attorney. To assure that debtors and their attorney understand their rights and responsibilities in the bankruptcy process, the following rights and responsibilities provided by the United States Bankruptcy Court are hereby agreed to by the debtor's and their attorney. Nothing in this agreement excuses an attorney from any ethical duties or responsibilities under Federal Rule of Bankruptcy Procedure 9011.

UNLESS THE COURT ORDERS OTHERWISE,

The debtor shall:

1. Provide accurate financial information.
2. Provide information in a timely manner, including recent pay and earning information and recent tax returns.
3. Cooperate and communicate with the attorney.
4. Discuss with the attorney the debtor's objectives in filing the case.
5. Make plan payments to the Chapter 13 Trustee beginning 30 days from the date the case is filed. The case is filed as of the date of the petition for relief – first day of the case. The plan may be filed later, but the plan payments begin 30 days from the date of the petition for relief.
6. Appear at the § 341 meeting of creditors.
7. Keep the trustee and attorney informed of any changes of address and/or phone number.
8. Inform the attorney of any wage garnishments or attachments of assets which occur or continue after the filing of the case.
9. Contact the attorney promptly if the debtor loses his/her job or has other financial problems.
10. Let the attorney know immediately if the debtor is sued before or during the case.
11. Inform the attorney if any tax refunds the debtor is entitled to are seized or not returned to the debtor by the IRS or any state tax agency.
12. Contact the attorney before buying, refinancing, or selling real property or before entering into any long-term loan agreements as court approval may be required.
13. Pay any filing fees and filing expenses that may be incurred directly to the attorney.

The attorney shall:

1. Meet with the debtor to review the debtor's assets, liabilities, income and expenses.
2. Analyze the debtor's financial situation, and render advice to the debtor in determining whether to file a petition in bankruptcy.
3. Counsel the debtor regarding the advisability of filing either a ch.7 or ch.13 case, discuss both procedures with the debtor, and answer the debtor's questions.
4. Explain to the debtor how the attorney's fees and trustee's fees are paid.
5. Explain what payments will be made directly by the debtor and what payments will be made through the debtor's ch.13 plan, with particular attention to mortgage and vehicle loan payments, as well as any other claims with accrued interest.
6. Explain to the debtor how, when, and where to make the chapter 13 plan payments.
7. Explain to the debtor that the first plan payment must be made to the Trustee within 30 days of the petition for relief (not the plan) being filed.
8. Advise the debtor of the requirement to attend the § 341 (a) Meeting of Creditors, and instruct the debtor as to the date, time and place of the meeting.
9. Advise the debtor of the necessity of maintaining liability, collision and comprehensive insurance on vehicles securing loans or leases.
10. Render all services required, excluding adversary proceedings, necessary through the entry of the order confirming the plan and shall include, without limitation the following:
 - a. The filing of a ch.13 plan in the form required by Local Bankruptcy Rule 3015-1;
 - b. Filing with the ch.13 Trustee the ch.13 Information Sheet together with the documents required by Interim Fed.R.Bank.P. 1007;
 - c. Appearing at the § 341 Meeting of Creditors;
 - d. Responding to objections to confirmation and motions for relief from stay that are resolvable with argument before the court;
 - e. Negotiating and presenting unopposed or agreed orders assuming or rejecting leases;
 - f. Resolving disputes regarding the valuation of collateral or providing for pre-confirmation adequate protection payments to creditors;
 - g. Amending the initial plan as necessary to obtain an order confirming the plan;
 - h. Adding creditors to the schedules and plan;
 - i. Negotiations with the Department of Licensing;
 - j. Review of the Trustee's statement of filed claims.

It is understood that the attorney's ability and obligation to provide the services set forth above in items 2 & 10 will be impaired, and may be impossible, if the Debtors do not provide accurate and complete information, documentation and cooperation in a timely manner, and advise of any change of address, phone number and/or employment.

If the debtor disputes the legal services provided or the fees charged by the attorney, the debtor may file an objection with the court and set the matter for hearing. The attorney may move to withdraw or the debtor may discharge the attorney at any time.

We declare and certify under penalty of perjury that a copy of the foregoing was provided to the Debtor(s) prior to the filing of the schedules and plan.

Dated: _____
Debtor

Dated: _____
Debtor

Dated: _____
Attorney for Debtor(s)

**PLEASE SIGN THE LAST PAGE OF THE FOLLOWING
ENGAGEMENT LETTER AND RETURN WITH THE
WORKSHEETS. BY RETURNING THE WORKSHEETS TO
OUR OFFICE, YOU HAVE AGREED TO THE TERMS OF
THE ENGAGEMENT LETTER EVEN IF YOU
INADVERTANTLY DON'T SEPARATELY SIGN THE LETTER
AND ARE DEEMED TO HAVE KNOWLEDGE OF ITS
CONTENTS AND YOUR AGREEMENTS THERETO.**

THANK YOU

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Kathryn Scordato

e-mail: larry @ chutzpa.com

Joshua D. Feinstein, Of Counsel

2015

ENGAGEMENT AGREEMENT

Having discussed this matter with you, we have agreed to represent you and/or your company according to the following terms and conditions.

1. The value of my services, as your attorney, for partner's time is billed at \$425.00 per hour, and associate's time at \$250.00 to \$275.00 per hour [which associates may be contract attorneys that our office uses to assist in providing legal work on your case]; you will be billed on a monthly basis at the above rate for the total amount of hours rendered on your behalf or such fractional part thereof, pro-rated. Such services will include office calls, conferences, correspondences, investigation, research, travel, trial preparation, telephone calls, court appearances, and other services. Legal assistant time is billed at \$95.00 per hour or such fractional part thereof, pro-rated. Our minimum billing increment is 1/10 of an hour. These rates may change periodically, and usually on an annual basis we will review our rates, and we will notify you of any rate increase.
2. In a Chapter 7 or a Chapter 13 bankruptcy case, the fees (which are still billed on an hourly basis, but see below on the Court's "no look" policy¹) are generally in the area of \$1,500 (Chapter 7) to \$3,500 (Chapter 13) [which I explain more fully in my Information Sheets you received with this Agreement], since the procedure is usually standardized: we agree to assist you in preparing your bankruptcy schedules, statement of financial affairs and necessary associated documentation.² We require the full amount of our anticipated fees, which we will discuss with you, prior to filing a Chapter 7 proceeding.³ There will be time set aside for reasonable review of the file, preparation for the First meeting of creditors, including review of reaffirmation agreements and creditor inquires. Note that we will review and advise you in regard to the law on Reaffirmation Agreements, the legal effect and requirement for said agreements [especially in regard to automobile loans], but as set forth in our Information Sheets which were given to you, **we generally will not execute or approve Reaffirmation Agreements**, for the reasons set forth in the Information Sheets, and you will need to seek court approval for them. We will advise you on how you may do that yourself. We shall appear and represent you at the Meeting of Creditors. We will also accept all phone calls and correspondence regarding your case, responding to the same as appropriate, until we are discharged. If we have agreed that you may pay the estimated fees in installments, then we can, if requested, break down our hourly charges for pre-petition and post-petition services.

¹ The Bankruptcy Court and the Trustee's (Chapter 7, Chapter 11 and Chapter 13) have the authority to review all attorney's fees paid in Chapter 7, 11 and 13. These fees have to be disclosed, and when we file the proceedings, we have to tell the court how much we were paid. The court has a base standard, which is generally referred to as the "no look" fee. In other words, if I am paid a certain amount that if within the court's "no look" guidelines, the court presumes the fee to be reasonable and does not require me to separately itemize or keep track of my time on the matter. Thus, if I charge \$1,500 for a Chapter 7, that is considered an average fee for most Chapter 7 proceedings, and the court will not require me to keep track of my individual time, knowing from experience that most attorneys generally spend sufficient time on a Chapter 7 proceedings to justify \$1,500 in fees, so that the court does not "look" at those fees for scrutiny. The same with Chapter 13 — the court has determined that \$3,500 is the "no look" fee for Chapter 13, based on thousands of cases filed in the court, and that is what we charge for a Chapter 13. If, however, your case has extraordinary problems, non-discharge disputes, creditor or Trustee objections, or other matters that are generally not expected or routine, we do keep track of our time on these extraordinary matters, and we do seek to have the Court allow additional fees over and above the Court's "no look" fee.

² However, we do not conduct an independent investigation of your assets and liabilities. It is your responsibility to list all of your creditors and to obtain their addresses; it is also your responsibility to list all of your assets and their values. We do not hire appraisers for your assets, nor do we run any independent credit checks on you to "find" out who your creditors are. We therefore cannot second guess you on your bankruptcy, and the information you provide us must be complete.

³ Because of interpretations of Section 727 relating to discharge by the 9th Circuit Court of Appeals, all fees for a Chapter 7 bankruptcy must be paid in advance of filing. However, for your information, on our Chapter 7 fees, we generally allocate 60% of our fee estimate to pre-bankruptcy services [preparing the schedules, meeting with clients, filing the proceedings, etc.] and 40% of our fee to post-filing services [such as attending the creditors meeting, dealing with creditors phone calls, working with the trustee, etc.]. In a Chapter 13, we require a minimum of \$1500 (plus filing fee) at the time of signing the paperwork, and the balance before filing, but we may under special circumstances put the balance of our fees in the Chapter 13 Plan.

3. The hourly rate for these services, assuming your case is uncontested, should not be in excess of the estimated "flat fee" of \$1,500 - \$3,500 as we will discuss. If the matter becomes contested after the filing, we will bill you at the hourly rate set forth above for the time expended. This will include representing you in adversary proceedings filed after the bankruptcy is filed, such as a creditor who files a complaint objecting to the discharge of their debt, or a proceeding by the trustee or US Trustee objecting to your discharge or Bankruptcy. These subsequent adversary proceedings are not included in the "no look" fee, and will be billed separately if you desire to retain our services for these separate lawsuits. **This retainer agreement does not include our obligation to represent you in any adversary proceedings. In addition, for us to put in an appearance in any adversary action, we will need a subsequent retainer, and we can discuss the estimated fees and costs that will be incurred depending upon the nature of the adversary proceeding.**
 - a. **Fee Earned Upon Receipt** ("flat fee"). It is agreed that, in consideration of work performed prior to the date of this Agreement and the reservation of our time to properly handle your case through conclusion for the services outlined herein, the full "flat" fee we agree to is deemed earned when paid, and we may immediately deposit the full fee into our general operating account under RPC 1.5 and 1.15A, and not into our trust account. **However, to the extent any portion of the amount paid is deemed not earned, you may be entitled to a refund of a portion of the fee if the agreed-upon legal services have not been completed. Also, even though this is an initial flat fee, this agreement does not alter your rights to terminate the client-lawyer relationship. Should you change your mind about representation and the filing of a bankruptcy, the "no look flat fee" does not extinguish the possibility that you may, or may not, have the right to a partial refund, for example, to the extent time billed is less than the fee paid when you changed your mind.**
4. If your case is a Chapter 11 bankruptcy matter, the fee will be computed and generally charged at the hourly rate of \$425.00, which may be adjusted depending on the complexity and nature of the services to be rendered, which we will discuss. The same services as mentioned in the paragraphs above will be provided to you in addition to the requirements of Chapter 11, including the preparation and filing of a Disclosure Statement and Plan of Reorganization. However, because of strict requirements regarding attorneys fees in a Chapter 11 reorganization proceeding, it is required that we receive a \$3,500 initial fee to cover all our fees prior to the filing of the Ch. 11, including meetings with you, calls to your creditors (example: mortgage companies if there is a pending foreclosure), preparation of the initial filing papers, schedules, etc. That is estimated to be about 8 - 10 hours of work. In addition **prior** to the commencement of the case, we require a deposit for post-filing fees in the Ch. 11, and our general retainer is \$7,500 (plus the court filing fee), for small business and individual Chapter 11s; and \$15,000.00 & up for public or complex Chapter 11s. This post-filing retainer will be held in trust and cannot be drawn on without court permission.(which is required in Ch. 11's.). All of our fees, however, are shown on a blended billing statement that you will get each month showing the services we have performed, the amounts you have paid, and the balances [even if we cannot actually draw on those balances until the court approves it.]
5. It is agreed that, in consideration of work to be performed and the reservation of our time to properly handle your case through conclusion, the fee may be deposited into our general operating account. To the extent any portion of the amount paid is deemed not earned at a later time, you are entitled to a refund of that portion reasonably allocated to the unearned portion of the fee paid. However, we agree that additional billings on your matter shall not be charged until we have performed services (if separately billed at our hourly rate set forth above) in excess of the retainer paid. If additional services are required to be rendered by us in representing you, in other than Chapter 11 proceedings, then we will ask that you deposit into our client Trust Account the amount so billed to you each month. Since fees during Chapter 11 bankruptcy cases may only be paid to the attorney for the debtor pursuant to an Order of the court, I must note for hearing and obtain an order of the court for you to pay fees, so you will be notified if I make this request. Also, if we do file a Chapter 11 on your behalf, then the retainer paid may be considered a Security Retainer, pursuant to local bankruptcy court rules. You will be advised of all such applications to the court; and you will note that bankruptcy rules require us to disclose not only the initial retainer paid, but also any further deposits into trust that may be made during the proceeding.
6. You, the client, will pay all costs associated with and incurred by me, the attorney, in handling this matter, which costs may also be subject to approval and allowance by the Bankruptcy Court. I will advise you when these costs are. Such costs may include, but shall not be limited to, filing and service of process fees, costs of depositions or other discovery, expert fees, copying costs, long distance phone charges, etc. Your monthly statement will include an itemization of all such costs incurred. If a major

cost is contemplated to be incurred, such as a deposition or consultation with an expert, I will advise you of the need for the expenditure and will make no such expenditure until I have obtained your consent. You understand that I may advance costs on your behalf, but that the primary and ultimate responsibility for payment of costs is on you.

7. At the end of each month, I will send you a statement showing services rendered if the matter is an hourly matter, and not covered by the flat fee or "no look" fee paid. If fees and/or costs exceed the balance of your account in matters other than under Chapter 11, you should immediately pay the balance. It is required that once the services have been performed for which we agreed under the initial retainer, that you pay our bill in full each month, even though said payment may be held in trust as stated above, or subject to other restrictions under local bankruptcy court rules. We will also disclose any such payment to the court, as required by local bankruptcy rules. If any bill is not paid in full, and if our outstanding unpaid fees exceed five hundred dollars (\$500.00), we may apply to the court to withdraw from further representation in your case.
8. At the close of the case, or at the close of our attorney/client relationship, and except as relating to flat fees that for which the services have been performed, I will refund to you all monies you paid which remain in the Trust Account, less an amount representing all unreimbursed costs and unpaid fees at my hourly rate. If an insufficient amount remains for such payment, you will immediately make up the difference. A 1.0% per month charge will be added to any outstanding balances exceeding 30 days in arrears; however, late charges and interest will not accrue during the pendency of Chapter 11 proceedings, and interest is generally not allowed by the Bankruptcy Court during the pendency of a proceeding.
9. You understand and agree that I have not made, nor will I make, any guarantees regarding the outcome of your case. If I find it does not appear you have timely paid any fees due, or if we reach different opinions as to handling the case, I shall have the right to cancel this agreement and withdraw from your case after we have consulted on the matter. In such event, you will owe for any costs incurred on your behalf that remain unpaid. Such sums will be due immediately upon termination of this contract.
10. You shall have at all times the right to terminate my services upon written notice to that effect. I shall have at all times the right to terminate my services upon written notice, so that you may obtain other counsel, in the event that you either: (1) fail to cooperate with any reasonable request, (2) fail to timely pay the monthly statements, or (3) should I determine that to continue my services would be unethical or impractical. However, termination in a bankruptcy proceeding will normally require a motion to the court for permission to withdraw from the case, and an order of the court approving the withdrawal.
11. You agree that you will fully cooperate with me and supply me with all information that I deem necessary to handle your case and in supplying costs when required by me. Our firm agrees to devote our full professional abilities to handling your case and to keep you informed of its progress on a regular basis. You agree to provide us with your contact information for up to three years after your case closes, in the event we receive further mail or other information regarding your case.
12. You hereby grant me a lien on any and all causes of action, any proceeds or any judgment for sums due for fees, costs and/or disbursements. You authorize me, with full power of substitution, to act for you, in your name, to receive any monies or other properties to which you are entitled and this agreement shall operate as an assignment to me to the extent of any obligations to me, of any money, property, judgment, or the proceeds thereof, to which you may be entitled. These rights, however, may not be enforceable in a bankruptcy case without notice and order from the court, but would generally apply in all non-bankruptcy proceedings.
13. You agree to pay a reasonable attorney's fee and costs of collection in the event any action is necessary to collect any fees, costs or disbursements through a collection agency or otherwise. You further agree to consent to venue in Seattle District Court or King County Superior Court of the State of Washington, at my election. Also, any unpaid bill will accrue interest at **12%** per annum until paid in full.
14. You have read this agreement, understand its terms, have received a copy, and have agreed to abide by its terms and conditions. There are no other written or oral agreements between us.
15. Fee sharing. If you were referred to my office by another attorney, it is hereby disclosed that some of the fees that are charged may be paid to the referring attorney only for the *services they perform*, and they will not be paid or share in the compensation paid by you to me. I do not increase my fees when a matter is referred to me by another attorney, as I might consult with them about the referral and the case, and they may have earned or bill for some of the total fees billed, which reduces the fees paid to me but does not increase the fees charged to you. In other words, they are being paid for their services, and I am being paid for my services. It is understood that the referring attorney may have

given you legal advice and then decided to refer the matter to me for further services or joint services; but each attorney maintains their own respective law practices. In addition, in some instances I may not be available to attend a hearing or meeting with you, but I may (or will) arrange for another attorney to attend the hearing or meeting (such as the trustee §341 meeting) so that you are not unrepresented, and any costs/fees for that matter is included in the attorney fees you have paid me, and there will be no additional charge to you; and that attorney will be paid for their services from the total compensation you have paid. Again, they are being paid for their services and I am being paid for my services, and it will not increase the total fees agreed to. You consent to this association by execution of this agreement. We also may use contract attorneys in our office to assist in your case. They are paid by our office and not by you, to assist in preparation of legal pleadings, research, motions and other matters. As set forth above, they are usually billed at a lower rate than Mr. Feinstein, usually at \$250 to \$275 hour, depending on their own experience and the work performed.

16. Files: All files generated by my office, including correspondence, pleadings, memorandums, etc. will be copied to you for you to maintain as your file in this matter. Copies kept by my office of correspondence, pleadings, etc. are my files. If you deliver any original documents to my office, those shall remain yours, and I will normally copy those originals and return the originals to you, unless they are needed as an exhibit in the case. If you terminate my services, or after the matter for which we are engaged is completed, you are entitled to any original documents you delivered to my office. However, the "client file" that I have in my office is my file and it will not be turned over to you, as you will have been copied on a regular basis everything in that file, as your file on this matter. If you engage another attorney, please give that attorney a copy of your file, as you will or should have a duplicate of virtually everything that I have. I keep my files, after my services have been terminated or completed, for about three years, and then I dispose of my "dead" files. It is imperative that you keep your file for as long as you deem necessary, which may be more than three years. Promptly inform me if you need another copy of anything that I have in my file after the matter is completed or after my services are discharged, since you will not be specifically contacted at a later point in time to inform you that I am disposing of my file on this matter.

17. *Conflicts.*

- a. It is inherent in a small business corporate case that the owner of the corporation and the corporation itself may have similar and may have separate goals. A good example of this is a corporate debt which is guaranteed by the owner. The owner may want to pay that guaranteed debt, wherein it may or may not be in the best interest of the corporation to pay the debt in full in a Plan. If I am engaged to represent the corporation, **I have and do herein advise the owners to obtain their own legal counsel during the proceeding.** However, I will take my directions from the management of the corporation, and I will advise management when I think that they are instructing me to perform legal services that are not in the corporation's best interest. Accordingly, I require that the corporation and its owners waive any potential conflict of interest, and understand that my duty runs to my client; and if that client is a corporation, then any conflicts for legal services to be performed must be resolved by me in favor of my client, and the owners will again be advised to seek separate counsel.
- b. Another potential conflict arises when you may want a referral during your proceeding to refinance your home. I have dealt with several lenders over time that provide mortgage broker services to debtors, to try to get them the best rates possible in financing or re-financing their home or automobile. I don't receive any payment or remuneration from them for these referrals, but they are part of the "bankruptcy networking" between many debtor's attorneys, lenders, and brokers to help people through the process. On occasion, I also do "creditor" representation in bankruptcy matters [such as relief from stay], and have been asked to represent these lenders in bankruptcy proceedings. Even though I will not represent them in any finance/refinance with you, and they all have their own regular attorneys, I want to disclose to you that if you ask for a referral to a mortgage lender or broker, I may give you names of companies that perform these services that I have used successfully with other clients (or I wouldn't recommend them!) and you are not obligated to contact them, or use their services. I merely provide leads for your own use, and if you do use any of these contacts, you WAIVE any conflict that might exist since I may have represented them sometime in the past.

18. Further, my duty under the Rules of Professional Conduct is to my client, you. If my fees or retainer is paid by a third party on your behalf, please make sure to advise them that this creates no obligation or duty from me to them and I will only be representing you in this proceedings. This is very common in corporate bankruptcies when the owners have to advance or loan funds to the company to pay my retainer; or in individual cases when fees are paid or advanced from family members. I am not representing them or their interests, and before they loan you the money, they may need to obtain their

own legal advice to protect their interests in your proceedings, as I will not be able to give them that advice. Please discuss this with me if this is your situation, as there are strict rules on representation, regardless of who pays the fees.

CLIENT TO SIGN AND RETURN THIS SIGNATURE PAGE AND RETURN TO VORTMAN AND FEINSTEIN; HOWEVER, IF NOT SIGNED, THIS AGREEMENT SHALL BE DEEMED TO BE READ, UNDERSTOOD, AND BINDING IF YOU RETURN THE ACCOMPANYING BANKRUPTCY WORKSHEETS AND PAPERWORK TO OUR OFFICE FOR FURTHER LEGAL SERVICES AND WE PERFORM ADDITIONAL SERVICES. FURTHER, THE CLIENT ACKNOWLEDGES AND STATES THAT BY SIGNING THIS RETAINER AGREEMENT, THEY ARE PROVIDING THIS INFORMATION TO ME FOR THE PURPOSE OF OBTAINING LEGAL ADVICE CONCERNING THEIR FINANCIAL SITUATION.

DATED this _____ day of _____, 2015.

THIS AGREEMENT IS APPROVED BY BOTH PARTIES.

VORTMAN & FEINSTEIN

/s/ Larry B. Feinstein

Larry B. Feinstein, Attorney

DEBTOR

DEBTOR



Guarantee

This guarantee is on behalf of a corporation, partnership, or LLC in which I am an owner or principal, and I have a financial stake in the client, and this is on behalf of myself and my marital community. I unconditionally guarantee that all attorney's fees will be paid, upon the terms contained above. I waive all notices of default and the right to cure. If I have retained you on behalf of my corporation, partnership or LLC and this is for a Chapter 11 reorganization, I acknowledge that your duty is solely and only for the benefit of the corporation, and this Guarantee does not create a conflict of interest on your behalf; if a conflict arises, you have informed me that I should retain my own counsel to represent me in the business' reorganizations proceeding. This guarantee, as such, will only be enforceable if the business' Chapter 11 is converted to a Chapter 7 or is dismissed and the corporation, partnership or LLC has outstanding but unpaid fees to your firm. If the business successfully reorganizes, then you will be paid from the distributions of the Chapter 11 plan, and I will only be liable if the business defaults under the Plan.

GUARANTOR

GUARANTOR