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CHAPTER 7 SURVIVAL GUIDE

100 COMMON QUESTIONS AND ANSWERS

FOR OUR CHAPTER 7 CLIENTS

Dear Clients:

Please note: This information is provided to you to assist in understanding and successfully completing a standard chapter 7 proceeding. It is not intended to cover the multitude of problems that can arise in complicated cases or business bankruptcies. Questions about such cases should always be discussed with a firm attorney. This material is informative in character and is not intended as advertising. **Our office features "FREE CONSULTATION AT ANY TIME." If you are concerned over a serious issue in your case, we recommend you call immediately and set up a free consultation that will be provided to you at a mutually convenient time.**

GETTING STARTED

Q. WHAT SHOULD I DO IF I HAVE A QUESTION REGARDING MY BANKRUPTCY?

A. First, review this Survival Guide! The answer to your question is probably included in this material. If your question is not answered, e-mail one of our paralegals. Most of the time, they will be able to answer your question through quick e-mail response. If you feel it necessary, simply direct your question to one of our attorney sites.

Q. I HAVE AN IMPORTANT QUESTION REGARDING MY CASE THAT THE PARALEGALS WANT A FIRM ATTORNEY TO ANSWER, BUT I CAN NOT REACH AN ATTORNEY BY TELEPHONE. WHAT SHOULD I DO?

A: Each attorney at our firm makes every attempt to return all client calls, within 24 hours. However, it may not always be possible for them to contact you as soon as you desire. If this occurs, call our office and set up an appointment to see an attorney. A FREE consultation will automatically be set up for you so that your problem can be resolved.

Q: WHY IS IT IMPORTANT TO LIST MY EX-SPOUSE AS A CREDITOR?

A: It is extremely important to list your ex—spouse as a creditor so that you can obtain a discharge as to property settlement agreements that you may have failed to honor. The 1994 revisions to the Bankruptcy Code, under 11 U.S.C. 523(a)(15) make debts subject to hold harmless agreements non—dischargeable in a bankruptcy; however, your ex must except to your discharge by means of an adversarial proceeding. It is far safer for you to file a Chapter 13 if this is a problem.

Q: IF I NEED AN EMERGENCY ("SHELL") FILING, WHY IS IT IS IMPORTANT THAT I KEEP MY APPOINTMENT TO RETURN TO THE OFFICE WITHIN FIFTEEN (15) DAYS OF THE DATE I FILE MY SHELL BANKRUPTCY PETITION?

A: The Bankruptcy Court requires a complete set of financial documents called Schedules be filed on every Chapter 7 case within fifteen days of the date the original petition is filed. If we file a petition for you in order to give you immediate protection from legal action or law suits being pursued against you by one or more of your creditors, we must still file your schedules within fifteen days of the date we file your petition. You must supply us with the information contained in the schedules, review the information, and then sign your schedules before we can submit them to the Court. If you do not appear for your Schedules appointment, the Trustee will dismiss your case.

Q: MY EMPLOYMENT CONTRACT WITH THE LAW OFFICE OF BONNIE L. JOHNSON REQUIRES THAT I IMMEDIATELY INFORM THEM IN WRITING OF A CHANGE OF ADDRESS OR TELEPHONE NUMBER FOR EITHER WORK OR HOME. WHY IS THIS NECESSARY?

A: If there is any sort of problem or attack against your bankruptcy we must be able to contact you to effectively represent your interests. For instance, if we receive a motion by a creditor to take back your property or to oppose your discharge, we must be able to notify you of what needs to be done to protect your debt relief and property.

LISTING DEBTS

Q: MUST I LIST ALL MY DEBTS IN MY BANKRUPTCY?

A: YES! One of the basic principles of bankruptcy law is that all similar creditors must receive similar treatment through the bankruptcy. Since a creditor who is not listed is usually not discharged, a creditor who is not listed would survive the bankruptcy with a collectible debt (they could sue you). Because that would be preferential treatment to the unlisted creditor over the listed ones, it is forbidden to leave off a creditor. When you sign your papers you are swearing (declaring under oath) that you have listed all of your creditors.

Q: MUST I LIST DEBTS I OWE TO RELATIVES OR FRIENDS?

A: Yes. You must list all debts that you owe as of your filing date. Remember, when you sign your papers, you are declaring under oath that you have listed all your creditors.

Q: I AM DIVORCED. MUST I LIST DEBTS I HAD WITH MY EX-SPOUSE?

A: Yes. Again, all debts must be listed. In addition, you must also list your ex—spouse as a creditor so as to discharge him or her as a legal liability.

Q: WHY MUST I LIST MY EX-SPOUSE AS A CREDITOR?

A: If you and your ex—spouse had joint debts, you are both liable for payment of the debts. In addition, you are liable to each other for the payments and are both, therefore, creditors of each other. For your protection it is absolutely necessary that we discharge your ex—spouse in the Chapter 7.

Q: SHOULD I INCLUDE BUSINESS DEBTS FROM A FORMER BUSINESS?

A: Yes. List all your debts! If you do have former business debts, indicate on your schedules that the debts are from a former business.

Q: DO I INCLUDE SUCH DEBTS AS CURRENT UTILITY BILLS AND INSURANCE PREMIUMS CURRENTLY DUE IN MY LIST OF DEBTS?

A: No, you should not list current, on-going utility bills or insurance premiums on utility services or insurance policies you currently have in effect. However, if you have such debts from previous services that you have been unable to pay, you must include those debts.

Q: WHAT IF I OWE A DEBT FOR MERCHANDISE OF WHICH I NO LONGER HAVE POSSESSION?

A: You must still list the debt in your schedules. You should also discuss this situation with your attorney during your consultation or follow-up consultation as it sometimes can be a complicated matter.

Q: SHOULD I LIST GUARANTORS ON MY HOME LOANS OR OTHER LOANS SUCH AS THE VETERANS ADMINISTRATION (VA) OR THE FEDERAL HOUSING AUTHORITY (FHA)?

A: Yes. Often, mortgage companies will collect from guarantors who can then sue you if they are not listed in your bankruptcy. It is essential to list all of your guarantors and co—signers on any debts. If you have failed to do so, you must contact our office immediately.

Q: SHOULD I LIST CREDITORS IN MY BANKRUPTCY TO WHOM I FEEL THE DEBT IS UNCERTAIN OR DISPUTED?

A: Yes. You must list even uncertain, contingent, or disputed debts in your bankruptcy. Failure to list these debts means that any protection afforded by bankruptcy is not applicable to those debts. Those debts may survive the bankruptcy and creditors may commence legal proceedings to collect following discharge.

Q: WHAT IF SOMEONE HAS CO-SIGNED ON MY DEBT? DO I NEED TO LIST THAT PERSON AS A CREDITOR IN MY BANKRUPTCY?

A: Yes. You must list this co—signer on the debt because they can sue you for non-payment. If someone has co—signed a debt for you, they have agreed to be responsible for the payments if you fail to pay. You should be aware that if this is a debt which you wish to have discharged, the creditor, in most instances, will attempt payment from the co-signer. Should the co-signer not be able or refuse to pay the debt, the creditor may take legal action against the co—signer. The co—signer could then sue you. This is a matter you should discuss with your attorney.

Q: MUST I LIST DEBTS ON WHICH I HAVE CO-SIGNED FOR SOMEONE ELSE?

A: Yes. If you have co—signed on a debt for someone, you are liable for that debt should they not pay the debt (the creditor could sue you if not discharged in the bankruptcy).

Q: ARE THERE DEBTS I SHOULD CONTINUE TO PAY?

A: There may be. If you have an obviously non-dischargeable debt (i.e.: child support), you should

certainly continue to timely pay it. In addition, if you have a debt which is secured by property you want to keep (for example your home or car), you should be current on these debts or become current as quickly as possible (if you are not current) and make all the post— petition payments. Likewise you must keep the property fully insured. If you do not do so, when you receive your discharge, the creditor will be able to repossess or foreclose against the property. They cannot demand a deficiency payment from you if you have not signed a reaffirmation, but since they are secured and their lien survives bankruptcy, you must be current at the time of discharge or you will likely lose that asset.

Q: WHAT HAPPENS IF I FORGET A DEBT AND NEED TO ADD IT AFTER MY CASE IS FILED?

A: It is sometimes possible to add a creditor after your case has been filed, but the sooner a debt is added, the easier it is to do. If the First Meeting of Creditors has been held, it is difficult to add a creditor. If the Discharge Order has been entered, it is almost impossible. If you discover the existence of an unlisted creditor, simply supply all the information on the debt to our office in writing as soon as possible. There will be an additional fee of at least $50.00 to add a creditor, but it must be done as soon as possible. Remember, a creditor not listed will not be discharged in the bankruptcy.

Q: WHY ARE CREDITORS' ADDRESSES SO IMPORTANT?

A: Because a creditor who does not get notice of the filing of a bankruptcy within a very few months of its filing is not discharged, it is very important that the address to which the notice is sent be correct. A creditor who is not notified retains its original rights to try to collect its debt. For example, they could still call, write, or sue you. If you have more than one address for a creditor then give us all the addresses you have available. This will help quickly notify your creditors of your filing. If the notice comes back to us we will contact you to search your records for a current address. This is very important and is well worth the time and trouble it may take to get a correct address. In addition, please be advised that there will be an additional $10.00 fee to notice the creditor at the corrected address. To avoid any additional fees, please be sure that the initial address you give us for a creditor is the correct address.

Q: ARE ALL DEBTS DISCHARGED?

A: No, some types of debts are never discharged and some debts may not be discharged. The types of debts that are never discharged include alimony and child support. Income taxes are not usually discharged. Fraudulent debts may not be discharged if a creditor files the proper motion to prevent the discharge within 60 days of your First Meeting of Creditors and the Court rules in their favor. Debts which are the result of driving while intoxicated are usually not dischargeable. Government—backed student loans are usually not dischargeable absent highly unusual physical or mental "hardship" factors. Dischargeability is a complicated subject and any questions you have about a specific debt should be discussed with your attorney.

Q: CAN I PAY A DISCHARGED DEBT?

A: Certainly. Once the bankruptcy case is finished (you receive your discharge), you may voluntarily pay any discharged debt. The payment of one creditor does not revive any rights of the other creditors. Partial payment after the case has been completed does not revive the creditors' right to

demand the entire balance. Since the creditor has no right to repayment, your repayment whether partial or full is not considered to be a preference of one creditor over another creditor (preference).

Q: WHAT SHOULD I DO IF I CONTINUE TO RECEIVE BILLS?

A: If the bills are computerized statements or letters, you should not be disturbed if you continue to receive them for six to eight weeks following the filing of your case. Personalized letters or threats to sue should be brought to our attention immediately so that we can contact the creditor. If you are contacted by telephone, give the creditor your bankruptcy number, our name (the Law Office of Bonnie L. Johnson), and our telephone number. Tell the person that they can verify the bankruptcy filing with us. You should note the person's name, telephone number, and the date of the call. Keep the information for possible future action to enforce the automatic stay (bankruptcy protection).

Q: WHAT SHOULD I DO WHEN A CREDITOR CALLS AT HOME OR WORK?

A: First of all, remember there is no need to overreact or get upset. Handle the call in a business-like fashion by telling the creditor the following facts:

(1) That you have filed Chapter 7 Bankruptcy;
(2) The date that your case was filed;
(3) The case number of your bankruptcy;
(4) That you are represented by the Law Offices of Bonnie L. Johnson and that any further questions regarding the creditor's debt should be directed to our office (be sure to give them our telephone number and address);
(5) That they are prohibited from attempting to contact you directly under order of the Bankruptcy Court and any further attempts by them to contact you except through your attorney will be immediately reported to us and appropriate action will be taken.

LISTING ASSETS

Q: MUST I LIST ALL MY ASSETS IN MY BANKRUPTCY?

A: Yes. One of the most serious mistakes anyone can make in a bankruptcy case is to try to conceal property from the Trustee or the Court. If the Court believes that any failure to list an asset was deliberate, the Court will not discharge your debts and may certify your case to the United States Attorney for possible criminal prosecution. Once again, when you sign your bankruptcy papers you are declaring under oath, that they are correct to the best of your knowledge. Intentionally failing to list property is not only perjury, but a federal bankruptcy crime as well. If you mistakenly omit any asset from your papers, let us know immediately. We can amend your papers for some time after they are filed.

Q: I HAVE RECENTLY RECEIVED THE RIGHT TO RECEIVE AN INHERITANCE FROM THE ESTATE OF A RELATIVE. MUST I DISCLOSE THIS INFORMATION TO MY ATTORNEY?

A: Yes. It may be necessary to list the inheritance as an asset in your schedules. This information must be discussed with your attorney. It is important to disclose this information. **DO NOT ATTEMPT TO CONCEAL AN ASSET FROM THE TRUSTEE!**

Q: WHAT SHOULD I DO ABOUT AUTOMATIC PAYROLL DEDUCTIONS TAKEN FROM MY PAYCHECK?

A: Payroll deductions which are being used to pay unsecured creditors are not allowed once you have filed Chapter 7 Bankruptcy. You must have these deductions stopped immediately. Contact your payroll department to have the deductions stopped. If the deductions are not stopped after you have instructed the appropriate department to do so, contact our office.

GENERAL INFORMATION

Q: CAN I BUY OR SELL A HOUSE OR CAR WHILE MY BANKRUPTCY CASE IS PENDING DISCHARGE?

A: If you wish to buy another house or car, a lot depends upon the type of creditor and type of loan involved in your purchase. Many times a debtor can get a house which is being sold on a non-qualifying assumption basis. In regards to purchasing a car, many "tote—a—note" and used car companies are willing to finance a car for you especially if you have a co—signer or a large amount "down" to offer. Whether you are successful in obtaining financing on a house or car depends to a large degree on the particular creditor involved. Some creditors have a black-and-white policy from which they will not waiver concerning persons who have filed bankruptcy. Other creditors are more flexible and will take into account the reasons for your filing, your financial status, your ability to pay, and the amount of collateral or cash you have to offer as a down payment.

In most instances, if you have equity in the house or car which you wish to sell and have made all payments on the house or car, you will be allowed to sell the property. However, in no instances should you proceed to sell either a house or car until the Bankruptcy Trustee has abandoned his interest in the property and our office has filed the necessary motion and obtained the necessary order from the Bankruptcy court allowing the sale of the property. This is a matter you should discuss thoroughly with your attorney as there are additional attorney fees involved.

Q: CAN I PURCHASE ANYTHING WHILE MY CASE IS PENDING?

A: Yes, just as long as the funds to make the purchase are from your post—filing wages or salary and you will not be obtaining the purchase on credit.

Q: CAN I SELL PERSONAL BELONGINGS I OWN WHILE MY CASE IS PENDING?

A: You should not sell anything before the Trustee allows your exemptions and abandons the estate's interest in the exempt property. This will usually happen at the First Meeting of Creditors. Once this occurs and after the Discharge Order is entered, you should be able to sell personal property as long as any lien-holders on the property are paid off in full. At any time after the filing, you may do as you like with your post-filing wages without consulting anyone.

Q: WILL THIS BANKRUPTCY AFFECT MY TAX REFUND?

A: Your tax refund may be affected in many ways:

(1) It may delay the processing of any refund since the I.R.S. is listed as a creditor in each case. If you owe the I.R.S. money, you will not receive your refund. Since most tax debts are not dischargeable, the I.R.S. will probably be able to offset your refund against any tax liability in existence at the time of your filing.

(2) If you are expecting a tax refund, you must disclose this to the paralegal when you are discussing your papers. If your refund can be listed as exempt property, you may be able to keep the refund. If it is non-exempt property, it may have to be turned over to the Trustee. Whether or not your tax refund can be claimed as an exempt item must be determined on an individual basis. If you receive your refund check prior to your First Meeting of Creditors, do not spend the money until after the First Meeting. The refund is classified as an asset in your estate and must be released by the Trustee before you are entitled or authorized to spend it.

(3) Filing Chapter 7 Bankruptcy gives rise to a separate taxable estate. You may choose to file a short tax year. This is a matter that should be discussed with your attorney and tax advisor.

Q: MAY I HAVE A BANK ACCOUNT BEFORE THE CASE IS FINISHED?

A: Yes. The Trustee and the Court are concerned with the property you had on the filing date and not (except for gifts and inheritances) with anything you acquire after the bankruptcy is filed. With the exception of not opening an account with a bank or financial institution which is also one of your creditors (as a precaution against setoffs), you should be able to have a bank account during the pendency of your case as long as you maintain a small balance which you would not be hard-pressed to lose if the bank put a freeze on the account.

Q: MAY I MAINTAIN A SAVINGS ACCOUNT DURING MY BANKRUPTCY?

A: Yes. Again, the Bankruptcy Court and the Trustee are concerned with the assets you have as of the filing date of your case. You are free to use your post-filing wages any way you wish after you have filed. If you wish to save a part of your wages, there should be no problem in your doing so with a savings account. However, once again, you should not have a savings (or checking) account at an institution to which you owe a debt. Such an account should be completely closed out prior to your filing bankruptcy.

Q: I HAVE A SAVINGS ACCOUNT FOR MY CHILD ON WHICH I CAN SIGN. HOW WILL THE BANKRUPTCY AFFECT THIS ACCOUNT?

A: How the bankruptcy will affect an account of this nature depends on the actual capacity in which you are able to sign on the account. If you have total discretion in the use of the funds, the account will be considered an asset of your estate. If the account is strictly for the benefit of the child, it will not be considered an asset of your estate and the bankruptcy should have little effect on the account. This is an important matter and must be discussed in complete honesty with your attorney during your initial consultation or shortly thereafter.

Q: WHAT HAPPENS TO MONEY I EARN AFTER THE CASE IS FILED?

A: Wages and salary earned after the filing are yours to control. Commissions after the filing are also

not part of the bankruptcy. A commission earned (entirely or partially) prior to filing must be discussed with your attorney.

Q: HOW WILL MY RETIREMENT BENEFITS BE AFFECTED BY THE BANKRUPTCY?

A: Retirement benefits are considered an asset of your estate and will be classified as either an exempt or a non-exempt asset of the estate or a combination of the two. The determination of whether your benefits are exempt or non-exempt must be made on an individual basis. You should disclose the value of your benefits in detail during your discussions with your attorney for a better understanding of how the benefits will be affected.

Q: CAN I CONTINUE TO PAY AN UNSECURED LOAN AT THE CREDIT UNION AFFILIATED WITH MY PLACE OF EMPLOYMENT?

A: In most instances, you will not be able to continue to pay an unsecured debt at your credit union. The reason, again, is preference. You may not prefer one unsecured creditor over another unsecured creditor in your bankruptcy. If you continued to pay your unsecured loan at the credit union, you would be showing preferential treatment to the credit union over other unsecured creditors.

Q: I OWE THE BANK (OR CREDIT UNION) WHERE I HAVE MY CHECKING (AND/OR SAVINGS) ACCOUNT. WILL THIS PRESENT A PROBLEM FOR ME?

A: Yes. If you owe the bank or credit union where you maintain a checking and/or savings account, the bank can freeze your accounts and apply the proceeds to any debt(s) that you may owe them. We advise that if you owe the bank or credit union where you bank, that you transfer your account to another financial institution to which you do not owe money prior to the filing of your bankruptcy.

Q: WILL THE FILING OF MY BANKRUPTCY BE PUBLISHED IN THE PAPER?

A: Normally, bankruptcy filings are not published as a routine matter in local newspapers. However, small business—related newspapers do publicize bankruptcy filings- in some instances. The filing of your bankruptcy is a matter of public record. Anyone who wishes to contact the Court to determine if you have filed bankruptcy may do so. Also, everyone listed on your mailing matrix in your bankruptcy schedules will receive notice of your filing.

Q: WILL MY EMPLOYER FIND OUT ABOUT MY BANKRUPTCY?

A: No, unless one of the following three things occurs:

(1) You decide to tell your employer;
(2) Your employer is also a creditor and is, therefore, listed on your bankruptcy mailing matrix;
(3) Your employer is informed by others (e.g.: creditors) that you have filed. The Bankruptcy Court does not notify your employer. Furthermore, if it is necessary for our office to call you at work regarding your case, we will only identify ourselves as representatives of your attorney's office. We will not disclose the nature of the call nor inform the person that you have filed bankruptcy. We take this precaution not because we believe there is anything wrong with filing bankruptcy of course but simply because we wish to protect your privacy.

Q: CAN MY EMPLOYER LEGALLY DISCRIMINATE AGAINST ME BECAUSE I FILED BANKRUPTCY?

A: Absolutely not!! The Bankruptcy Code expressly prohibits an employer from discriminating against an employee on the basis that the employee filed bankruptcy.

Q: I AM ENTITLED TO GOVERNMENTAL BENEFITS. IS THERE ANY WAY MY FILING CAN JEOPARDIZE THE RECEIPT OF THOSE BENEFITS?

A: No. The Bankruptcy Code expressly prohibits any governmental unit or agency from denying benefits to anyone because they filed bankruptcy. This includes all veterans' benefits such as disability, health care, retirement, and all benefits to which you are entitled as an employee of the city or state.

Q: WHAT SHOULD I DO IF I GET SUED WHILE I AM IN BANKRUPTCY?

A. You must call our office regarding the problem and bring us a copy of the document you have received regarding the suit immediately. We will discuss with you the possibility of filing additional papers with the Court in which your case is pending to ensure that your rights are adequately safe-guarded.

Q: CAN I MOVE WHILE MY BANKRUPTCY CASE IS PENDING?

A: Certainly. Just be sure to keep our office informed in writing of your current address and telephone number so that we may contact you regarding the various hearing dates and to insure all schedules, etc. are complete and correct.

Q. WHAT HAPPENS TO MY CASE IF I MOVE OUT OF TEXAS?

A: Nothing special unless you want the case transferred to your new state. "Since bankruptcy is a federal proceeding, the case may be transferred to another Bankruptcy Court in another state. However, there may be an additional fee to do so. How this may affect your case needs to be discussed with your attorney. If you are able to return to Dallas or Fort Worth for the First Meeting of Creditors, the case should not be affected at all.

Q: HOW LONG WILL THE BANKRUPTCY BE ON MY CREDIT?

A: Your Chapter 7 Bankruptcy filing will stay on your credit for eleven (11) years from the date your file your case.

Q: HOW LONG WOULD THE BANKRUPTCY BE ON MY CREDIT IF I HAD FILED CHAPTER 13?

A: The bankruptcy filing would be on your credit for eleven (11) years had you filed a Chapter 13.

Q: AT WHAT POINT DOES MY BANKRUPTCY PROTECTION BEGIN?

A. The "automatic stay" or protection from creditor action occurs the instant that your petition is filed. The petition is a one page document which lists your name, address, social security number, and other basic information. As soon as that petition is stamped by the Court at the clerk's office with a bankruptcy number, you have filed bankruptcy and are under the protection of the Court. The number with which your petition is stamped is your number alone and the same number is never issued to more than one case. This is why it is helpful to supply your creditors with your bankruptcy number. It is proof that you have actually filed.

Q: WHO NOTIFIES THE CREDITORS?

A: The Bankruptcy Court is responsible for sending notice of your bankruptcy filing to all the creditors who appear on your mailing matrix. The Bankruptcy Court usually notifies your creditors in 10 - 14 days.

THE BANKRUPTCY TRUSTEE AND FIRST MEETING

Q: WHO IS THE BANKRUPTCY TRUSTEE?

A: A Bankruptcy Trustee is an individual who is assigned by the Bankruptcy Court to administer bankruptcy cases. This individual represents the estate of the debtor. The Trustee claims any non-exempt property of the debtor and sells the property for the estate. Once the non-exempt property is sold, the Trustee distributes the proceeds (less the Trustee's expenses) among the creditors so that they receive a portion of their debts. Most Chapter 7 bankruptcy cases are called "No Asset" cases. This means that there is no non-exempt property of the estate for the Trustee to sell since all the property is exempt. The Trustee may request additional information from the debtor. Should this transpire, the debtor should promptly furnish any information that has been requested. In addition, should the debtor refuse to comply with bankruptcy laws, fail to furnish information requested by the Trustee, or fail to attend the First Meeting of Creditors without justifiable cause, the Trustee may dismiss the bankruptcy case.

Q: WHAT HAPPENS IF MY CASE IS DISMISSED?

A: Should your case be dismissed for any reason, your creditors may once again begin collection efforts against you. This includes proceeding with any legal actions that they may employ to collect their debt from you.

Q: WHAT HAPPENS AT THE FIRST MEETING OF CREDITORS?

A: In general, the Trustee will ask you questions to be answered under oath about whether the information on your bankruptcy papers is true and correct to the best of your knowledge. It is very important that the information be as correct as possible, though it is recognized that you may not know the exact amounts owed to all your creditors or be able to evaluate your assets as well as a professional appraiser. In a Chapter 7 case, the Trustee will probably ask you if you have inherited anything or been given anything since the case was filed. If you have received gifts or an inheritance within 180 days of the filing of your case, you must let the office know at once and also disclose this information to the Trustee at the Creditors meeting. Creditors who attend the First Meeting of Creditors (very few attend in most cases) are also allowed to ask questions. Most of the attending creditors will be secured creditors and will want to know if you intend to pay for the asset or if you intend to surrender it. As you know, if a creditor is secured,

you must pay for the asset or surrender it. Some creditors may ask for a Reaffirmation Agreement.

Q: WHAT HAPPENS IF I HAVE FILED JOINTLY AND MY SPOUSE CANNOT ATTEND THE FIRST MEETING OF CREDITORS?

A: It is mandatory for both you and your spouse to attend the First Meeting of Creditors. If the inability of either you or your spouse to attend the meeting is due to serious illness or the potential loss of employment, the Trustee may accept the attendance of one of you at the meeting. It will be totally at the discretion of the Trustee as to whether he or she will accept the attendance of one of you or require that the meeting be re-scheduled and insist that you both attend. If the meeting has to be rescheduled, there will be an additional fee of $200.00. In any event, it is much easier for both you and the court system if you plan on attending the meeting as scheduled. You should also be aware that your purposeful or negligent failure to attend the First Meeting may be grounds for the Trustee to dismiss your case.

If you and your spouse have separated during the pendency of your bankruptcy filing, you should still both attend the First Meeting of Creditors. Neither of you are relieved of the responsibility of attending on the grounds of separation or divorce proceedings.

Q: MAY I FILE FOR DIVORCE DURING THE BANKRUPTCY?

A: Yes, you may file for divorce while your bankruptcy is pending. However, if you and your spouse have joint debts on secured merchandise, the determination will have to be made as to who will keep what property and who will pay for what debt. This can prove to be quite a complicated matter should you have a substantial amount of secured debt on merchandise you wish to keep. In view of this, where possible, it is best to try to delay filing for divorce until you have received your discharge. If you and your spouse are contemplating divorce, you should discuss this matter with your attorney.

SECURED DEBTS-REAFFIRMATION-LIEN AVOIDANCE

Q: WHAT IS THE DIFFERENCE BETWEEN SECURED AND UNSECURED DEBT?

A: A secured debt is a debt which if you do not pay, the creditor will pick up the property. When you incur the debt, you sign an agreement which states that if you do not pay the debt as called for in the agreement, the creditor may repossess or foreclose on the property. When you purchase an item such as a house, car, television, stereo, etc., this is a transaction which usually is a secured debt. If you do not pay for them, the creditor may demand that they be returned.

An unsecured debt is a debt for which there is no property to repossess should you fail to pay the debt. The creditor's only recourse is to initiate legal proceedings against you in order to collect the debt unless of course you are in bankruptcy. Typical unsecured debts include signature loans and credit cards such as MasterCard and Visa, which are actually a line of credit issued to you through a financial institution.

Q: WHAT IS A REAFFIRMATION AGREEMENT?

A: A Reaffirmation Agreement is a written agreement signed by both you and the creditor which sets out payment terms for a particular debt. The Court must approve a Reaffirmation Agreement after it determines that the agreement is in your best interests, is one you can afford, and is voluntary. Once you

have reaffirmed a debt, that debt survives the bankruptcy. If you do not pay the creditor of a reaffirmed debt, that creditor can repossess the collateral, call, write, and even sue you to collect the debt. Reaffirmations should be carefully considered. Before you agree to enter into a Reaffirmation Agreement, you should be certain that the required payments will not be a hardship to you or your dependents and that the asset is something worth retaining. Also, in certain instances, an informal reaffirmation agreement can be worked out which does not require court approval.

Q: WHAT HAPPENS IF I DO NOT REAFFIRM A SECURED DEBT?

A: Usually, as long as you are current in making your payments and continue to make those payments, nothing will happen except that you will continue to pay for the collateral and the creditor will continue to accept payment. Once the debt is paid, the creditor will do whatever is usual to transfer title to you. The Bankruptcy Judges in Dallas have made rulings on what happens if a secured debt is not reaffirmed and the payments are current. Their decisions hold that as long as payments are current and any other conditions of the contract (such as insurance coverage) are met, the creditor must continue to accept payments.

Q: IF I REAFFIRM A DEBT, BUT LATER DECIDE THAT I CANNOT AFFORD THE PAYMENTS, CAN I GET OUT OF THE AGREEMENT?

A: If you reaffirm a debt, you may rescind the agreement at any time prior to discharge or within sixty (60) days after the date the agreement is filed with the Court, whichever is later. However, if this time has expired, you will be held to the terms of the agreement.

Q: WHAT IS LIEN AVOIDANCE?

A: Lien avoidance refers to a method through which, in some instances, Chapter 7 debtors can erase or avoid a secured debt. It applies to the type of secured debt which occurs when pre-owned household goods are offered as collateral to secure a new loan from a finance company. It does not apply in a situation where a person buys new household goods or appliances from a creditor. If you are asked by our office to sign an affidavit for a Motion to Void a Lien, please come in as soon as possible to do so. We will then file this motion with the Court and attempt to void the lien on those particular assets. Once the lien is voided, the debt is classified as an unsecured debt and works much to your advantage. Likewise if a judgment has been rendered against you and you also own a homestead, it may be necessary for us to file a Motion to Avoid Judgment Lien with the Court. In that instance we would need for you to go to the Real Property Records for the county in which the homestead is located and obtain a copy of the abstract of judgment to include as part of the motion. If you are asked to provide this document by your paralegal, please do so as soon as possible. Once a copy of the Order Avoiding the Judgment Lien is filed in the Real Property Records of the county in which your homestead is located, your title rights to your homestead will no longer be clouded by the Judgment.

Q: WHY MUST I FURNISH YOUR OFFICE WITH A COPY OF ANY CONTRACTS I HAVE SIGNED WITH A FINANCE COMPANY?

A: We must review the contract to determine whether or not you have pledged household goods and, if so, whether or not those household goods are exempt items on which we can avoid the lien.

Q: WHAT DOES IT MEAN TO SAY THAT PROPERTY IS EXEMPT OR NON-EXEMPT?

A: Exempt property is property that the Trustee can not take to sell and pay the proceeds to your creditors. Non-exempt property is property that the Trustee can sell. If you have non-exempt property, your attorney will advise you of such and it is possible that you will lose that property. As with most legal matters, there is a gray area between exempt and non-exempt property. In some instances, we may attempt to exempt some property which will ultimately be classified as non-exempt. You will be advised if you have any such property.

DISCHARGE

Q: DO I HAVE TO ATTEND THE DISCHARGE HEARING?

A: No but ALL ATTORNEY'S FEES MUST BE PAID IN FULL BEFORE THIS DATE!!

Q: WHAT IS THE DISCHARGE ORDER?

A: This is an Order of the United States Bankruptcy Court which bars enforcement of all of your dischargeable debts. Some debts such as alimony, child support, most government guaranteed student loans, and most taxes are not dischargeable. Some debts may or may not be dischargeable and, in most cases, a creditor must file a complaint to have the court determine whether the debt is dischargeable before the discharge hearing. We tell our clients whether they have any non-dischargeable debts before the discharge hearing. The chances are that you do not have such a debt.

Q: WHAT DO I DO IF A CREDITOR TRIES TO COLLECT A DISCHARGED DEBT?

A: First, inform them of the bankruptcy and send them a copy of your discharge order. Keep a careful record of who contacted you and when they contacted you. If this does not stop the collection attempt, contact our office. It is very rare for a creditor to attempt to collect a discharged debt, but any such attempt requires immediate action. If a letter from our office does not stop the collection effort, you can re-retain the Law Office of Bonnie L. Johnson, P.C. to file the appropriate papers with the Bankruptcy Court to enforce the discharge order.

Q: WHEN DO I RECEIVE THE DISCHARGE ORDER?

A: The discharge orders are sent out by the Bankruptcy Court and it generally takes approximately four to six weeks from the date of your deadline to object to the discharge to reach you (approximately 5-6 months after filing).

Q: CAN A CREDITOR PREVENT MY DEBT FROM BEING DISCHARGED?

A: A creditor, on rare occasions in our office, can file an objection to a debt being discharged. If this happens, the Bankruptcy Court will determine whether or not the debt is a dischargeable debt. If the Court decides that the debt is a non-dischargeable debt, the debt will survive the bankruptcy and you will be

responsible for the payment of such debt. (Typical examples of non-dischargeable debt include child support, alimony, bad checks and most student loans).

SECURED DEBTS AND THE MOTION TO LIFT THE STAY

Q: WHAT DO THE TERMS "PRE-PETITION DEFAULTS" AND "POST-PETITION DEFAULTS" MEAN?

A: Pre-petition defaults are payments that you did not make to a creditor before the bankruptcy was filed. Post-petition defaults are payments that you did not make to a creditor after the bankruptcy was filed.

Q: WHAT IS THE "AUTOMATIC STAY" AND WHAT IS A "MOTION TO LIFT STAY"?

A: When you file your bankruptcy, an automatic "stay" or protection occurs which stops all repossessions, foreclosures, lawsuits, and wage garnishments. If a creditor files a "Motion to Lift the Stay", he is asking for the permission of the Bankruptcy Court to repossess your property or to begin foreclosure proceedings. A creditor is not allowed to repossess or foreclose on your property after you file your bankruptcy without an express written court order. A Motion to Lift Stay is the judicial process a creditor must use to gain permission of the Bankruptcy Court to regain the property in question.

Q: I AM CONCERNED THAT A CREDITOR MAY COME AND UNEXPECTANTLY TAKE MY HOUSE, CAR, OR OTHER PROPERTY. CAN THIS HAPPEN?

A: As long as your Chapter 7 is active and the Court does not order this it cannot legally happen. Once you have filed, a creditor cannot legally repossess or foreclosure on the collateral without a formal court order. Obtaining the Court's permission to repossess or foreclose on your property through a Motion to Lift Stay requires at least a month to occur since a formal hearing is required in addition to the filing of the motion. We will receive notice of the motion after is filed and will immediately react to file the necessary paperwork to prevent any default (or automatic) judgments against you unless you have specifically advised us that you intend to surrender the property to the creditor. We will contact you to attempt to settle the matter through negotiation with the creditor (which is one of the reasons it is so important for you to supply us with a correct phone number and address). If we cannot negotiate a settlement, we will represent you in a hearing before the Court and the judge will make a decision as to how long you have to get caught up on the missed payments.

NOTE: If a creditor who is listed in your bankruptcy schedule does attempt to repossess or foreclose on your property without a court order, such action is not legal and there are measures we would take on your behalf to force the creditor to return the property. Keep in mind though that most creditors are aware of the bankruptcy rules and it is therefore very rare for a creditor to attempt such action without going through the lengthy steps (as outlined above) to gain the Court's permission.

Q: WHAT IS A SECTION 362 PROCEEDING?

A: A Motion to Lift Stay and a Section 362 Proceeding are the same thing. A Motion to Lift Stay is essentially a request by a secured creditor for the bankruptcy judge's permission to repossess or foreclose on property. If you receive a copy of a Motion to Lift Stay on property you do not want to keep, simply contact our office and let us know that you do not want to keep the property. Also, send a written statement to our office stating your intention to surrender that particular asset.

IF YOU RECEIVE A MOTION TO LIFT STAY ON PROPERTY YOU WANT TO KEEP, MAKE AN APPOINTMENT TO SEE YOUR ATTORNEY AT ONCE! There are very short time limits on answering such a motion and once the deadlines are passed, there is nothing we can do to help you.

Q: WHEN CAN A CREDITOR FILE A MOTION TO LIFT STAY?

A: A creditor can file a Motion to Lift Stay at any time that your bankruptcy is still active and on file with the Court. In a Chapter 7 Bankruptcy this is anytime before your discharge.

Q: WHAT CAN I DO TO AVOID A MOTION TO LIFT STAY?

A: First of all, make sure you make all payments at the appropriate time just as you have been instructed by our office. Secondly, make sure that your house, cars, and any other major pieces of equipment that you own are adequately insured. This means that each piece of property has full coverage insurance (including comprehensive) and lists the lien holder (or the creditor) as a "loss payee" on the face of your insurance policy. Provide a copy of your insurance directly to your creditor just as soon as possible after your case is filed. Following these steps will make it very unlikely that a Motion to Lift Stay will be filed against you.

Q: WHAT SHOULD I DO IF I RECEIVE A MOTION TO LIFT STAY IN THE MAIL AND I WANT TO TRY AND KEEP THE PROPERTY THE CREDITOR IS ATTEMPTING TO GET BACK?

A: You must contact our offices immediately to set up an appointment to help your attorney prepare a defense to the Motion. When you come for your appointment bring proof of insurance on the property in question and proof of any direct payments made to the objecting creditor since the filing of the bankruptcy.

Q: I RECEIVED A MOTION TO LIFT STAY ON A PIECE OF PROPERTY THAT I HAVE DECIDED TO SURRENDER OR RETURN TO THE CREDITOR. WHAT SHOULD I DO?

A: Notify our offices immediately of your desire to surrender the property. Next, send a note instructing us that you authorize the Law Office of Bonnie L. Johnson, P.C. to surrender the property on your behalf. Sign the note, date it, and mail it to us at your earliest convenience. This will be a big help to us and will let our bookkeeper know not to charge you for the $450.00 fee involved in a contested Motion to Lift Stay proceeding.

Q: HOW MANY PAYMENTS DO I HAVE TO BE DELINQUENT BEFORE THE MORTGAGE COMPANY WILL FILE A MOTION TO LIFT THE STAY?

A: There is no definite answer. Each creditor reacts differently in its response time to a post-petition or after filing default. Some creditors will file a motion on the basis that the payments are received late each month. Others will not file until several months of post-petition arrears have accumulated. There is no way

to predict when (or if) a creditor will file a Motion to Lift Stay. The safest thing to do, of course, is to make all required payments on time.

Q: I AM DELINQUENT ON MY HOUSE (OR CAR) PAYMENTS. WHAT SHOULD I DO?

A: Send in a partial payment if that is all you can afford. Send in the balance as soon as possible. If you have a contact at the mortgage company (such as a loan officer) with whom you have enjoyed a good relationship in the past, it might be helpful for you to call that person and inform him or her when you will be making your payment. Do not become overly distressed or lose sleep if you have not made just one mortgage payment or car payment since filing the bankruptcy. The chances of getting a Motion, to Lift the Stay are not as great if you are late on just one payment as if you have missed several payments since filing the bankruptcy. However, try to make every mortgage or car payment on time every month to eliminate the possibility of a motion being filed. The more delinquent you are in making your payment; the more likely it is that the mortgage company or car creditor will file a Motion to Lift Stay.

Q: IS THERE ANYTHING I CAN DO TO INCREASE THE PROBABILITY OF RECEIVING PROPER CREDIT FOR THE PAYMENTS I MAKE TO THE MORTGAGE COMPANY?

A: Yes. First, make sure payments are made on or before the due date. Second, on every check you send to the mortgage company you should include your loan number and bankruptcy number. Also, it is better to send your mortgage payments by personal check rather than by certified check or money order. Personal Checks are easier to replace if lost and provide better proof of payment than a carbon copy of a certified check or money order.

Q: MY MORTGAGE COMPANY IS RETURNING THE PAYMENTS I SENT AFTER MY BANKRUPTCY WAS FILED. WHAT SHOULD I DO?

A: First of all, DO NOT SPEND THE MONEY! It is an error on the part of the mortgage company to return your mortgage payments after the filing of your bankruptcy. However, you will still owe the money and this will not stop them from demanding return of all the money once they find out their mistake. If this happens and you have already spent the returned funds, the mortgage company will file a Motion to Lift Stay to take back your property on the grounds that you failed to make all you post-petition payments. What you <u>should</u> do is to take the returned payments, put them into a separate bank account (where you are not tempted to spend them), and contact our office about the problem. We will notify the attorney for the mortgage company about the Situation. This will usually solve the problem.

<u>SURRENDER OF PROPERTY</u>

Q: I HAVE INDICATED IN MY SCHEDULES THAT I WILL SURRENDER OR HAVE DECIDED TO SURRENDER CERTAIN PROPERTY. IS IT OKAY FOR ME TO PAWN THAT PROPERTY OR INCUR NEW DEBT AGAINST IT?

A: Absolutely not! It would seem that this question should not need to be addressed. However, we have had a few clients in the past who have pledged or pawned goods they had indicated they would give back to the creditor. This is definitely not allowable and could lead to criminal action against you by the injured creditor. Please return the property involved as soon as possible unless the~ property is a house.

Q: I HAVE DECIDED TO SURRENDER MY HOUSE AND HAVE NOTIFIED MY ATTORNEY I HAVE MOVED (OR WILL SOON MOVE) FROM MY HOUSE. WHAT SHOULD I DO ABOUT THE MORTGAGE COMPANY?

A: The best and most courteous thing to do in this event would be to send the mortgage company a letter which notifies them of the date you have moved (or plan to move) and to enclose a set of keys to the property. Please send a copy of the letter to our office for inclusion in your file.

Q: I HAVE DECIDED TO SURRENDER MY HOUSE AND HAVE NOTIFIED MY ATTORNEY, BUT I DON'T HAVE ANOTHER PLACE TO LIVE YET. WHAT SHOULD I DO?

A: You may stay in the house for a period of time. The mortgage company cannot legally take back your house until they have received formal permission of the Bankruptcy Court to foreclose and have completed the required notice proceedings to post your property for foreclosure. This process can take several months to occur. In the meantime, there is nothing neither wrong nor illegal in staying without making mortgage payments. You can use the money you save and apply it to your moving costs and/or the down payment on a new house or apartment.

Q: I HAVE DECIDED TO SURRENDER OR GIVE BACK MY VEHICLE AND HAVE NOTIFIED MY ATTORNEY. WHAT SHOULD I DO NOW?

A: In this situation, it is far better to voluntarily return the vehicle to the dealer from where you bought it rather than risk the embarrassment of repossession by the creditor. When you return the vehicle to the dealership, talk to a person in charge (such as a manager or assistant manager). Tell the person why you are there and give the person the keys to the car. In exchange, ask for a note indicating that you returned the vehicle and the date which it was returned. Please make a copy of this note to our office for inclusion in your file. If the person is not willing to write the note, don't worry. It is not strictly necessary. Obtain the person's name and notify our office in writing informing us when, where, and to whom you returned the vehicle.

Q: IF I CANNOT AFFORD TO PAY THE INSURANCE PREMIUMS ON MY HOUSE OR CAR, WHAT SHOULD I DO?

A: If you cannot afford to pay the "insurance premiums on your house or car now, chances are that you will have difficulty later making your payments. In most instances, you will probably want to surrender the property. However, if this is only a temporary matter, we may be able to help by negotiating a workable solution with your creditor. You should remember that you must maintain adequate insurance coverage on your house or car at all times. Failure to do so will prompt your creditor to file a Motion to Lift Stay on your property so that they may repossess the property. If you are having difficulty providing insurance coverage, you should discuss the matter immediately with your attorney.

Q: I COULD NOT AFFORD TO MAKE THE PAYMENTS ON MY HOUSE OR CAR AND I LET SOMEONE ELSE TAKE UP THE PAYMENTS. HOW WILL THE BANKRUPTCY AFFECT THIS

SITUATION?

A: If someone other than yourself has possession of and is making the payments on secured property that you are responsible for, you must disclose this matter to your attorney. In most instances, you will still be required to list the creditor in your schedules. It will be the decision of the creditor as to whether they will continue to allow the third party making the payments to keep the property and continue making the payments.

FORECLOSURE

Q: HOW WILL I KNOW IF THE MORTGAGE COMPANY HAS MY PROPERTY POSTED FOR FORECLOSURE?

A: You should know approximately three (3) weeks or more ahead of the foreclosure that the mortgage company has posted your property. You should receive a certified letter from them informing you that the property has been posted and the date on which it will be sold at foreclosure.

Q. ONCE THE MORTGAGE COMPANY HAS MY PROPERTY CAN THEY FORCE ME TO MOVE BEFORE THE FORECLOSURE DATE?

A: No. The mortgage company cannot force you to move prior to foreclosure. Even after foreclosure, if you do not willingly move, the mortgage company must proceed through judicial means to evict you.

Q: AFTER THE FORECLOSURE, HOW LONG DO I HAVE TO MOVE FROM MY RESIDENCE?

A: By far the best thing to do is to vacate the property shortly before the actual foreclosure day. If you are there after the foreclosure, the mortgage company can start eviction proceedings. To evict you, they must give you written notice that you have three (3) days to vacate the premises or they will begin eviction proceedings. If you have not moved within those three days, they will file suit in the Justice of the Peace Court. There will be an eviction hearing date if you have not moved. Again, it is better to avoid all of this by willingly vacating the property either before or on the foreclosure date.

APARTMENT LEASING

Q: I WANT TO RENT A NEW APARTMENT WHILE I AM IN BANKRUPTCY IS THAT POSSIBLE?

A: Yes, as long as your prospective landlord is willing to do so. If the rental application asks whether you have ever filed bankruptcy, you must answer “yes”. Some landlords will not lease an apartment because you are in bankruptcy, but others will. It is better to search to find a landlord who will lease to you than to possibly commit a crime by falsely stating on your lease application that you have never filed bankruptcy.

Q: I WAS TURNED DOWN ON MY APARTMENT LEASE APPLICATION BECAUSE I AM IN BANKRUPTCY. IS THERE ANYTHING I CAN TRY TO DO TO CHANGE THEIR MINDS ABOUT LEASING TO ME?

A: You cannot force the apartment management to lease to, you if they do not want to do so.

However, as a practical strategy, you might offer a substantially larger deposit than they normally require or ask them how much of a deposit it would take to change their minds. This strategy has worked for many of our clients in the past and might work for you, too. It's worth a try!

LEASES

Q: WHAT HAPPENS IF I AM LEASING THE HOUSE OR CAR INSTEAD OF BUYING IT?

A: If you are leasing your house or car, your lease will automatically be deemed "rejected" sixty (60) days from the date of your bankruptcy filing unless it is notated on your bankruptcy schedules you intend to assume the lease. If you do not notate this on your bankruptcy schedules, your creditor has the right to repossess the property after the sixty day period has expired. However, please note that many times debtors are allowed to continue payments on the lease and the creditor does not opt to repossess the property. Also by not assuming the lease the liability associated with the lease can be discharged through the bankruptcy.

ATTORNEY CONTACT, FEES AND BILLING

Q: I HAVE NOT HEARD ANYTHING FROM MY ATTORNEY'S OFFICE SINCE I FILED MY CASE. DOES THAT MEAN THERE IS SOMETHING WRONG?

A: No! Do not worry if you have not heard from our office. Generally, the only time you would be contacted by our office is if there is some type of problem. If everything is going smoothly there usually is no need to contact you. If there is a problem, such as a Motion to Lift the Stay or an objection to your discharge, we will contact you regarding the necessary procedure.

Q: I MAY HAVE TROUBLE MAKING MY MONTHLY PAYMENT ON MY ATTORNEY FEES. WHAT SHOULD I DO?

A: First, send in what payment you can even if it is not the full amount. Second, call our office and speak to our bookkeeping department. Advise them of the problem and let them know when you will be able to make the payment in full. This will allow them to keep your account off our delinquency list and possibly avoid future problems (such as a motion by our office to withdraw as your attorneys of record due to non-payment).

Q: I HAVE RECENTLY RECEIVED A BILL FROM MY ATTORNEY'S OFFICE, BUT I FEEL IT MAY BE INCORRECT. WHAT SHOULD I DO?

A: If you feel your statement is incorrect, call our bookkeeping department and they will either explain the billing to you or, if there has been a mistake, they will adjust your account and send you a corrected statement.

Q: IF I INCUR ADDITIONAL ATTORNEY FEES DURING MY BANKRUPTCY, HOW ARE THE ADDITIONAL FEES COLLECTED?

A: If you incur additional fees, the fees will be added to your total charges. We will allow you one extra month in your payment plan to pay the additional fee.

Q: IF I FAIL TO MAKE PAYMENTS TO MY ATTORNEY, WHAT WILL HAPPEN?

A: If you fail to make payments for your attorney fees and you fail to make any other arrangements with us, we may have no other option but to file a motion with the court to withdraw from your case as attorney of record due to non-payment. If this should happen, you would be without appropriate legal representation in your bankruptcy.

Q: IF MY ATTORNEY WITHDRAWS FROM MY CASE, WHAT WILL HAPPEN?

A: If this should happen, you would be without appropriate legal representation in your bankruptcy case unless you hired new legal counsel. Should one of your creditors file a Motion to Lift Stay or an Objection to Discharge, and you didn't hire new counsel, it would be totally up to you to know how to respond to the documents in order to prevent the creditor from repossessing your property or preventing your discharge. This is a very unattractive alternative to non-payment of your attorney fees. It is much better to keep our bookkeeping department aware of any problems you may be having in making payments to our office.

Q: IF MY ATTORNEY WITHDRAWS FROM MY CASE OR IF THE CASE IS DISMISSED, MAY I RE-FILE MY BANKRUPTCY?

A: Whether or not you may refile bankruptcy depends upon whether your case was dismissed or withdrawn from and why your case was dismissed or why your attorney withdrew from your case. You should discuss this matter with an attorney.

TIPS FOR SUCCESS

Q: WHAT ARE THE MOST IMPORTANT THINGS I CAN DO TO MAKE MY BANKRUPTCY A SUCCESS?

A: Here is a list of the ten (10) most important things we feel you need to do in order to make your bankruptcy a success with our office:

(1) Read this Survival Guide from start to finish;
(2) Follow the instructions given to you by our office;
(3) Follow any instructions which may be given to you by the Trustee;
(4) Send us notification immediately and in writing of any change of address or phone number at home or work;
(5) Set up an appointment to see an attorney if you have any questions regarding your case that cannot be answered by this guide or through telephone calls to our office;
(6) Keep careful records of all the payments you make to secured creditors (such as your mortgage company or lending institution on your car);

(7) Immediately respond to any correspondence from our office;
(8) Attend any and all Court hearings you are requested to attend by our office;
(9) Exercise complete honesty in all the information you supply to our office and the Bankruptcy Court regarding your case;
(10) Believe in yourself! You have the ability to improve your financial situation by utilizing the "fresh start" offered by a Chapter 7 Bankruptcy.

Our office is sincerely interested in your well-being and peace of mind. We hope this material has helped inform you of the requirements and benefits of your Chapter 7 Bankruptcy. We remain at your disposal as to any assistance that we can offer toward the successful completion of your Chapter 7 case.

Sincerely,
The Staff of The Law Offices of Bonnie L. Johnson