

SCHALLER LAW FIRM, P.C.  
ATTORNEYS AT LAW

700 Commerce Drive, Suite 500  
Oak Brook, IL 60523

tel: 630-655-1233  
email: [Fabinski@SchallerLawFirm.com](mailto:Fabinski@SchallerLawFirm.com)

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Re: NON-ENGAGEMENT NOTICE

The Schaller Law Firm, P.C. is excited about the possibility of helping you with your legal needs. Below please find the engagement letters, authorization to file, and other disclosure documents.

**Please sign EACH PAGE of the attached documents. Then return to the firm IMMEDIATELY via Federal Express or U.S. Post Office overnight Express Mail.**

NON-ENGAGEMENT: Please note that you have not yet engaged the Schaller Law Firm, P.C. The Schaller Law Firm, P.C. does NOT represent you, no bankruptcy case can be filed, and we are not your attorneys until the firm agrees in writing to represent you. The printing of these forms from the firm website shall NOT be deemed an agreement to represent you.

The Schaller Law Firm, P.C. must agree in writing to represent you and must receive ALL of the items checked below:

- NOTARIZED "Declaration regarding Electronic Filing;
- \$1,500 retainer (cashier's check, money order, on-line debit card payment <https://secure.lawpay.com/pages/schallerlawfirm/operating> );
- Signed "Declaration regarding Electronic Filing;
- Signed Court-Approved Retention Agreement;
- Signed disclosure documents; and
- Certificate from an approved credit counseling service (go to [www.ccadvising.com](http://www.ccadvising.com)).

Please do not take any action based upon general legal principles. If you choose to engage a different attorney, then we urge you to engage an attorney immediately to represent you and to give you the legal advice required. Thank you again.

Best Wishes,

SCHALLER LAW FIRM, P.C.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS

IN RE: \_\_\_\_\_ )  
 ) Chapter 13  
Print Name: \_\_\_\_\_ ) Bankruptcy Case  
 )  
Print Name: \_\_\_\_\_ )  
Debtor(s) )

NOTARY

STATE OF ILLINOIS ) SS  
COUNTY OF \_\_\_\_\_ )

I am a duly licensed notary in the State of Illinois. I personally witnessed the below-referenced person(s) sign the “Declaration Regarding Electronic Filing Petition and Accompanying Documents” located at the bottom of this document. I personally verified said person(s) identity.

Subscribed and sworn to before me  
this day: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**DECLARATION REGARDING ELECTRONIC FILING  
PETITION AND ACCOMPANYING DOCUMENTS**

**DECLARATION OF PETITIONER(S)**

- A. [To be completed in all cases]  
I(We), the undersigned debtor(s), corporate officer, or member hereby declare under penalty of perjury that (1) the information I(we) have given my (our) attorney is true and correct; (2) I(we) have reviewed the petition, statements, schedules, and other documents being filed with the petition; and (3) the documents are true and correct.
- B. [To be checked and applicable only if the petition is for a corporation or other limited liability entity.]  
 I, \_\_\_\_\_, the undersigned, further declare under penalty of perjury that I have been authorized to file this petition on behalf of the debtor.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

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LOAN MODIFICATION/HOME SURRENDER---  
DISCLOSURE Page 1 of 2

1. Loan Modification: You intend to attempt a mortgage loan modification pro se and without the assistance of the Schaller Law Firm.
2. Home Surrender and Plan Provisions: You anticipate surrendering your home if the lender fails to modify your mortgage because you admit that the actual mortgage default/arrearage is more than you can afford to repay through a Chapter 13 plan. Therefore, you have authorized the Schaller Law Firm to file a chapter 13 repayment plan that (a) does NOT provide for the repayment of any mortgage arrearage, and (b) provides for the surrender of your home with the right to pursue a loan modification or short sale until the home is sold at a foreclosure sale.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

LOAN MODIFICATION/HOME SURRENDER---  
DISCLOSURE Page 2 of 2

3. Mortgage Lender's Response: The mortgage lender is expected to file a motion to lift the automatic stay since the plan does not provide for the full repayment of the default/arrearage. The court should grant the motion --- thus allowing the mortgage lender to return to the foreclosure process and to foreclose on your home unless you take other non-bankruptcy actions to stop the foreclosure (of which the Firm would not be providing any assistance).
  
4. No Representation or Guarantee has been made relating to the amount of time the home would be protected from foreclosure.
  
5. NO Money-Back Guarantee: No money-back guarantee is being provided to you. No money will be refunded to you in the event your home is sold within 100 days. No guarantee or refund is being provided because you have decided to file a Chapter 13 bankruptcy plan that does NOT provide for the repayment of your current mortgage arrearage/default. Instead, you intend to seek a mortgage loan modification. You intend to surrender your home voluntarily if the lender declines to modify your mortgage.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

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PAYROLL DEDUCTIONS TO PAY  
CHAPTER 13 PLAN PAYMENT

By signing below, you consent to the immediate entry of a court order directing your employer to deduct from your wages the amount specified in your Chapter 13 repayment plan, as amended from time to time, and to pay that amount to the trustee on your behalf.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_



Real bankruptcy solutions. Real time.

**Credit Report Order Form and Consent Release**

Debtors Full Name \_\_\_\_\_

Co-Debtors Full Name (If a joint request) \_\_\_\_\_

Birth Date \_\_\_\_\_

Co-Debtors Birth Date \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_

State IL \_\_\_\_\_

Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_

Co-Debtors SSN \_\_\_\_\_

Former Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

I give authorization for **Online Credit Reporting Corporation** to access my credit report information including all medical information reported. By signing this document you are verifying all the information above is correct.

Debtor Signature \_\_\_\_\_

Date \_\_\_\_\_

Co-Debtor Signature \_\_\_\_\_

Date \_\_\_\_\_

**Two forms of identification required with current address, one of which must be a photo ID.**

Rev/ 09/09

1132 Winners Circle Ste 207  
Los Alamitos, CA 90720  
Phone (877) 311-1234 Fax (877) 388-1234

# Short Form Request for Individual Tax Return Transcript

Department of the Treasury  
Internal Revenue Service

▶ Request may not be processed if the form is incomplete or illegible.

**Tip.** Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge, or you can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Order a Transcript" or call 1-800-908-9946.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number or individual taxpayer identification number on tax return
<b>2a</b> If a joint return, enter spouse's name shown on tax return.	<b>2b</b> Second social security number or individual taxpayer identification number if joint tax return

**3** Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)

**4** Previous address shown on the last return filed if different from line 3 (see instructions)

**5** If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Third party name	Telephone number
Address (including apt., room, or suite no.), city, state, and ZIP code	

**Caution.** If the tax transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in this line. Completing this step helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

**6** Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved **identity theft** on your federal tax return.

**Note.** If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

**Caution.** Do not sign this form unless all applicable lines have been completed.

**Signature of taxpayer(s).** I declare that I am the taxpayer whose name is shown on either line 1a or 2a. If the request applies to a joint return, either husband or wife must sign. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of the signature date.

<b>Sign Here</b>	Signature (see instructions)	Date	Phone number of taxpayer on line 1a or 2a
	Spouse's signature	Date	

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Re: Pay Advices and Tax returns required or case will be dismissed-Disclosure

The Schaller Law Firm, P.C. has informed you that your case could be dismissed unless you provide me with the necessary documents identified below. I need to receive those documents within the next 7 days:

1. Tender to the firm ALL pay stubs/payment advices received from any employer during the past 7 months from today. If you are self-employed, then I need a profit and loss statement for each of the past 7 months from today.
2. Tender to the firm copies of your 2010, 2011, 2012 and 2013 federal tax return (which you have represented and warranted were filed prior to today).

Time is of the essence and you should act immediately. Don't wait to the last minute. Failure to tender the documents to me could result in the case being dismissed.

The Schaller Law Firm, P.C. has not been engaged to provide any tax related services. The Schaller Law Firm, P.C. will not be preparing your tax returns and will not be providing any tax advice. The Schaller Law Firm, P.C. shall not be providing any accounting services.

Thank you.

SCHALLER LAW FIRM, P.C.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

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Re: DELEGATION OF LEGAL AND NON-LEGAL DUTIES---DISCLOSURE

PLEASE READ THIS DOCUMENT CAREFULLY 3 TIMES. DO NOT SIGN IF YOU HAVE QUESTIONS. The Schaller Law Firm, P.C. would be delighted to explain this document to you again if you have questions.

1. You understand and agree that the Schaller Law Firm, P.C. may NOT be performing all of the legal and non-legal services relating to your bankruptcy case.
2. You understand and agree that the Schaller Law Firm, P.C. may utilize employee and/or non-employee attorneys (including without limitation contract lawyers and “of counsel” lawyers) to provide any and all legal services relating to your bankruptcy case, including without limitation: (1) meeting and communicating with you or any other person relating to your case; (2) representing you at any Section 341 meeting of creditors; (3) preparing any pleadings, schedules, statements, plans, amendments, fee applications, or petitions; (4) preparing or defending against any motions or objections, and (5) representing you at any court hearing.
3. You understand and agree that you have delegated to the Schaller Law Firm, P.C. the sole and exclusive power to select any employee and/or non-employee attorneys (including without limitation contract lawyers and “of counsel” lawyers) to provide any and all legal services relating to your bankruptcy case. The Schaller Law Firm, P.C. has the sole and exclusive discretion to select ANY attorney (including without limitation contract lawyers and “of counsel” lawyers) to provide any and all legal services relating to your bankruptcy. The Schaller Law Firm, P.C.’s selection is not subject to review by you. Your prior approval is NOT required. I further understand that a partial and non-exclusive listing of attorneys that may be selected include as follows:

- |                       |                         |                          |
|-----------------------|-------------------------|--------------------------|
| a. Robert V. Schaller | j. Christina Lass       | s. Charles E. Joern, Jr. |
| b. Michael Oreluk     | k. Wayne Skelton        | t. Kathleen Vaught       |
| c. Michael Fabinski   | l. Kelly Johnson        | u. Any other attorney    |
| d. Austin Pollak      | m. Marc Scheinbaum      | selected by the Schaller |
| e. Paul or Penny Bach | n. Gary Flanders        | Law Firm, P.C. in its    |
| f. John Devona        | o. Debra Vorhies-Levine | total and exclusive      |
| g. Christina Banyon   | p. David Carter         | discretion, including    |
| h. Alexandra Lewycky  | q. David Freidberg      | attorneys working with   |
| i. Daniel J. Winter   | r. Sandra Levitt        | Kelly Johnson            |

By signing below, the undersigned is indicating his/her acceptance to these terms and represents that he/she has retained a copy of this document and all other documents previously signed.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

CHAPTER 13 DISCLOSURES

READ THESE DISCLOSURES. DO NOT SIGN IF YOU ARE CONFUSED BY ANY TERM OR OBLIGATION.

1. Scope of Engagement: The Schaller Law Firm, P.C. (hereinafter, "I," "my," or "me") represents only the signor of "Court-Approved Retention Agreement" otherwise known as the "Rights and Responsibilities Agreement between Chapter 13 Debtors and their Attorneys." I do not represent any non-signing spouse or any intended beneficiary. You have asked me to assist you in filing a Chapter 13 bankruptcy petition.

2. Outside Scope of Engagement: Among other things, I have not been engaged to represent you in any adversary proceeding or any appeal of any court order. I have not been engaged to assist you to modify any mortgage.

3. Probably Outcome if the Home has NOT been sold at public auction: You will be required to repay all secured debts owed to secured creditors. In addition, you will repay all administrative debts and tax debts, if any. You have the right to cure any arrearage on your principal mortgage within 24-36 months. However, arrearages on non-residential property must be cured immediately. Finally, expect to repay unsecured creditors 100% of the debt owed. All assets and creditors must be listed on your schedules. The repayment will be made pursuant to a "Chapter 13 Plan" which sets forth the repayment terms.

4. Probably Outcome if the Home was Sold at Public Auction: You will lose your home if you are filing this Chapter 13 Bankruptcy case AFTER the sheriff has already sold your home at public auction. However, you have informed me that your home has not yet been sold at any sheriff sale.

5. PAY TRUSTEE. Pay the Trustee by certified funds. THE TRUSTEE MUST RECEIVE YOUR FIRST CHAPTER 13 TRUSTEE PAYMENT WITHIN 30 DAYS AFTER YOUR CHAPTER 13 PLAN WAS FILED. FUTURE MONTHLY PAYMENTS ARE DUE EVERY 30 DAYS THEREAFTER. (For example, if your Chapter 13 plan were filed on May 15<sup>th</sup>, then your first Chapter 13 plan payment would be due on June 15<sup>th</sup>. Your future monthly payments would be due on the 15<sup>th</sup> of each month thereafter). Your payment must be paid in certified funds. I require you to keep a receipt of your payments. Send your payments via US Post Office Overnight Express Mail. Send me a copy of each payment made to the Trustee and a copy of your express mail receipt.

6. PAY MORTGAGE PAYMENT. Unless you are surrendering your home to the lender, you must pay the mortgage lender directly and stay current on all "post-petition" mortgage payments (i.e. all mortgage payments coming due after the filing of the bankruptcy petition). Make these payments by certified mail and send certified funds. Keep receipts of both. Send me a copy of each payment made to the Trustee and mortgage lender(s).

7. Sale of Home: You are allowed to sell your home while being a debtor in a Chapter 13 case. However, before you do so, you will need permission from the Bankruptcy Court. This permission is not guaranteed. The court may approve such a sale or reject such a sale. We make no guarantees.

8. Qualifications: Chapter 13 relief is available to small debtors: debtors who owe less than \$383,175 in unsecured debt and owe less than \$1,149,525 in secured debt, as adjusted from time to time by law. A Chapter 13 debtor must have sufficient regular income to fund a Chapter 13 plan, including the ability to pay regular ongoing expenses plus a portion of prior debts each month. By signing this agreement you are indicating that you meet the above qualifications, including the ability to

pay all arrearages currently due on your principal residence within 24 months. Failure to qualify for Chapter 13 will result in the case being dismissed.

9. Guarantee: No guarantee has been provided that the court will accept or "confirm" a Chapter 13 repayment plan.

10. No Tax or Accounting Services: I have NOT been engaged to provide any tax or accounting service. No tax returns will be prepared. No tax advice will be given. You are urged to engage a separate tax attorney or tax accountant to provide tax advice or prepare tax returns.

11. No Student Loan Advice: The Firm has NOT been engaged to provide any student loan advice. You are urged to engage an unrelated student loan attorney to provide student loan advice prior to filing bankruptcy. You may be denied the right to obtain student loans if you file bankruptcy.

12. MEANS Test: I have not guaranteed or promised that you would pass the Section 707 "means test" or that your bankruptcy case would not be dismissed for bad faith filing. It is possible that you would have engaged me and paid the necessary legal fees and then later discover that you do not qualify for a Chapter 13 bankruptcy discharge. You could also discover that another entity has filed a motion to dismiss your case because that entity is asserting that your case was filed in bad faith. If the court determines that you have failed the "means test" and/or believes you have filed the case in bad faith, then you would not be eligible for a Chapter 13 discharge---and your legal fees and expenses will not be refunded. By signing below you are assuming this risk. NO part of the Chapter 13 fee will be applied to any Chapter 7 case or the conversion of the Chapter 13 bankruptcy case to a Chapter 7 case.

13. Client Cooperation: You agree to fully cooperate with me in performing professional legal services, including, but not limited to, (a) fully disclosing all of your potential assets and debts/liabilities, income and expenses, (b) timely appearing at the initial Section 341 meeting of creditors, (c) promptly returning my telephone calls, (d) promptly communicating any changes in circumstances, (e) promptly filing any past due tax returns, (f) promptly tendering to me copies of the past 4 year tax returns, (g) obtaining credit counseling from a US Trustee pre-approved credit counselor, (h) completing an instructional course concerning personal financial management, (i) attending all court hearings, (j) tendering copies of ALL paystubs/payment advices for the past 9 months, (k) tendering to the Trustee all requested documents, (l) tendering to me all requested documents, and (m) tendering to me on a timely basis all other requested documents. You declare that you have or will prior to filing a bankruptcy petition disclose all known or suspected real property, tangible and intangible personal property, debts, leases, contracts, claims in favor or against you, taxes owed, and other requested information. You also agree to tell the truth. I am authorized to withdraw my representation in the event, among other things, you fail to cooperate with the Court, Trustee, or me etc.; you understand that court approval is required before I would be allowed to withdraw. In the event I withdraw my representation, all monies paid to me shall be retained as liquidated damages for counseling and services performed through the date I withdraw. NO refunds will be given.

14. Trustee: You are required to make monthly payments to the Chapter 13 Trustee beginning 30 days after the Chapter 13 petition is filed (i.e. the date the case is started). The amount is set forth in the Chapter 13 plan and any future amendments thereto. Call the Trustee on the 1<sup>st</sup> of each month to determine the correct amount of money to be paid for that month. Plan payments may change. If you elect to make payments to the Trustee through a garnishment from your wages, then you must still pay the Trustee in certified funds until the garnishment begins and you are current on your Chapter 13 plan payments. Your case will be dismissed, confirmation denied, and/or the automatic stay

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

lifted/annulled if you default on your Chapter 13 plan payments. It is your duty to contact the Trustee monthly to determine if you are current with your plan payments. If the garnishment has not started or there are any problems with the garnishment, then it is your duty to send certified funds to the Trustee in sufficient amounts to prevent any default or to cure any default that occurs. All payments to the Trustee from you must be made with certified funds. No personal checks will be accepted. Keep copies of all payments made during the bankruptcy case. Provide me with courtesy copies each month of all payments.

15. Responsibilities After Filing Chapter 13: Among other things, you are required to pay all debts incurred after the filing of the bankruptcy petition. Some of these debts include purchases, expenses, lease payments, and utilities.

16. Bankruptcy Case Filing Date: You understand that Attorney Schaller has no duty and will not file a bankruptcy petition or otherwise initiate a bankruptcy case for as long as 7 days after the date I have received from you the last of the following: (a) \$4,000; (b) all paystubs for the past seven (7) months for both you and any spouse, (c) a certificate from an approved nonprofit budget and credit counseling agency, and (d) tax returns for the last four years. Attorney Schaller has urged you to engage a different attorney if you want your case filed faster than said 7 days.

17. Non-filing Spouse: You have a choice to file bankruptcy in your name alone (i.e. "individually") or together with your spouse, if married (i.e. "jointly"). The debts of your spouse will NOT be included in the Chapter 13 bankruptcy if you choose to file bankruptcy alone (i.e. "individually"). I will not include your spouse in a "joint" bankruptcy case unless your spouse is also my client and a signor of this engagement letter. A spouse who is not added to the bankruptcy petition does NOT enjoy bankruptcy protection or benefits. Specifically, the non-filing spouse will not receive a "discharge" of any debts. Plus, the non-filing spouse will not be protected by the automatic stay and creditors of the non-filing spouse will be allowed to seek all legal remedies against the non-filing spouse. Some of these creditors who will be allowed to sue, garnish, repossess, terminate utility services, and otherwise act against your non-filing spouse include, among others: credit card issuers, automobile creditors, bill collectors, IRS, State of Illinois, medical providers, Ameritech, Com Ed, Nicor, Peoples Gas, and other utilities and other creditors. Therefore, your spouse's vehicle could be repossessed, your spouse's wages could be garnished, your spouse's assets could be seized, and the utilities could be terminated.

18. Negative Effect. The filing of a bankruptcy case will have a negative effect on your credit rating and will make it more difficult to obtain credit later, including student loans. Plus, a subsequent dismissal of an existing bankruptcy case could have a negative effect on a future mortgage lender's willingness to offer you a new mortgage/refinancing. No advice is given as to refinancing/obtaining a new mortgage. PLEASE NOTE THAT FILING BANKRUPTCY WILL HAVE A NEGATIVE EFFECT ON YOUR CREDIT RATING AND WILL MAKE IT MORE DIFFICULT TO OBTAIN CREDIT IN THE FUTURE OR OBTAIN/RETAIN A JOB.

19. Future Debts: I have not advised you to incur any debt before filing bankruptcy. In addition, I have informed you that you are not allowed to incur any debts after filing bankruptcy without prior court approval (e.g. car loan, personal loan, credit loan, etc.).

20. Sold Taxes: Attorney Schaller has no duty to advise you regarding the redemption of sold real estate taxes. If your real estate taxes were sold, then you must redeem said taxes prior to the expiration of the redemptions period. Bankruptcy does not extend the expiration date of the redemption period. Attorney Schaller shall not provide any advice regarding the date the expiration period expires. Engage a different attorney to provide this advice. If your taxes are sold, then you must

notify me in writing, tendered by certified mail with return receipt requested. Such notice is effective upon receipt by Attorney Schaller and not by Attorney Schaller's agent.

21. Creditors' Claims: You did not know the exact balance owed to your creditors when filing the bankruptcy schedules and chapter 13 plan. You authorize me to accept without challenge the balance each creditor claims was owed by you on the date the bankruptcy was filed, unless you provided to me a written objection to any respective creditor's claim. In the course of the bankruptcy case, each creditor is given the opportunity to file a "proof of claim" which identifies the balance that that particular creditor asserts was owed by you on the date the bankruptcy petition was filed. Specifically, you are authorizing me to accept the claimed balance listed on any proof of claim filed with the clerk of the court. Plus, you authorize me to accept as true the balance that each particular creditor claims is owed by you as express in any objection to confirmation or motion to lift/annul the automatic stay. You are also authorizing me to amend bankruptcy schedules and the chapter 13 plan to conform to the claims as identified by each creditor.

22. Loan Modification: The Schaller Law Firm, P.C. will not be assisting you in any efforts to modify your mortgage loan. You should expect your mortgage lender to cancel/void any loan modification efforts that may currently be in process. In addition, you have been advised that the mortgage lender could reject any future efforts to modify your mortgage loan. No guarantees or representations have been made as to modifications.

23. Accuracy of Pleadings: You represent and warrant that you have reviewed the bankruptcy petition, schedules, and statements for accuracy and believe these documents to be true and accurate. You represent and warrant that ALL creditors were listed. Furthermore, you represent and warrant that you do not own any property that has not been fully disclosed in your bankruptcy pleadings, including without limitation, vehicles, real estate, interest in business, stocks, savings and checking accounts, trust funds, credit unions, cash, potential law suits or claims, insurance benefits, divorce proceeds, inheritances, awards, other proceeds, worker's compensation benefits, funds from fraudulent transfers, or any other property. You represent and warrant that all assets and debts were listed in the bankruptcy schedules filed with the clerk of the US Bankruptcy Court, including without limitation, any current or future claims or causes of action that can be made. Failure to list any claim or cause of action will result in you being stopped or prohibited from pursuing said claim or cause of action after the case has terminated. You further represent and warrant that your income and expenses were accurately listed in Schedules I & J.

24. Full Disclosure: You represent and warrant that all assets and debts were listed in the draft bankruptcy schedules to be filed with the clerk of the US Bankruptcy Court, including without limitation, any current or future claims or causes of action that can be made. Failure to list any claim or cause of action may result in you being stopped or prohibited from pursuing said claim or cause of action after the case has terminated. You further represent and warrant that your income and expenses were accurately listed in Schedules I & J.

25. Tax Returns: You may be required to surrender your tax refunds to the trustee while the case is pending.

26. Attend Section 341 Meeting of Creditors. You must attend a Section 341 meeting of creditors. My representative or I will accompany you at the 341 meeting. You must attend or the case could be dismissed. You must also bring your driver's license or state identification card to that meeting. You must also bring your social security card. Contact the Social Security Administration immediately to obtain a replacement card if you cannot locate your original social security card.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

27. Vehicle Lease and Other Leases. If you want to retain any leased property, you must (a) quickly cure any lease default arising before filing bankruptcy and (b) pay any lease payments that come due after filing bankruptcy according to the lease's contractual terms. The Trustee will NOT be paying these payments on your behalf. Your payment must be paid in certified funds. I require you to keep a receipt of your payments. Send your payments via US Post Office Overnight Express Mail. Send me a copy of each payment made to the lessor and a copy of your express mail receipt. However, if you do NOT want to retain your leased property, you have the right to "reject" the lease and surrender the leased property.

28. Proof of Insurance. You must contact your insurance agent and have the agent fax me "Proof of Insurance" at 630-723-0797 within 7 days of the date the Chapter 13 case was filed. (aka the "Petition Date"). Not later than 60 days after the date of filing the case, a debtor (i.e. you) retaining possession of personal property subject to a lease or securing a claim attributable in whole or in part to the purchase price of such property shall provide the lessor or secured creditor reasonable evidence of the maintenance of any required insurance coverage with respect to the use or ownership of such property and continue to do so for so long as the debtor retains possession of such property.

29. Condominium or Homeowner's Association Payments. You must pay your future association payments directly to the association. The Trustee will NOT be paying this payment on your behalf. Your payment must be paid in certified funds. I require you to keep a receipt of your payments. Send your payments via US Post Office Overnight Express Mail. Send me a copy of each payment made to the association and a copy of your express mail receipt.

30. AUTOMATIC STAY. You are directed to immediately notify all your creditors by certified mail, return receipt requested, that you filed a bankruptcy petition. Retain a copy of each US Post Office return receipt. For example, notify your car lender, mortgage lender, lessor, utilities, etc. Among other things, the filing of the bankruptcy case will not operate as a stay as to the establishment or enforcement of any domestic support obligation. Similarly, the filing of the bankruptcy case will not operate as a stay as to the government's interception of any future tax refund.

Section 362(c)(3) of the Bankruptcy Code provides that if a Chapter 7, 11, or 13 case is filed within one year of the dismissal of an earlier case, then the automatic stay in the second case terminates 30 days after the filing, unless a party in interest demonstrates that the second case was filed in good faith with respect to the creditor sought to be stayed. And if a second repeat filing takes place within the one-year period, then the automatic stay will not go into effect (and the court is required promptly to enter an order confirming the inapplicability of the stay on request of a party in interest). However, a party in interest may obtain imposition of the stay by demonstrating that the repeat filing is in good faith with respect to the creditor sought to be stayed. For both the second and third filings within one year, circumstances are described which generate a presumption that the new filing was not made in good faith, and such a presumption would be required to be rebutted by clear and convincing evidence. Under a new Section 362(i), this presumption would not arise in "any subsequent case" if a debtor's case is dismissed "due to the creation of a debt repayment plan."

31. Post-Petition Utility Bills --- Deposit. If you do NOT desire utility service after filing the bankruptcy case, then you do not need to pay any money to the utility company. If you DO desire utility service after filing the bankruptcy case, then you must continue paying your future utility bills each and every month after your bankruptcy case is filed. In addition, within 20 days of the date the bankruptcy case was filed, you must furnish adequate assurance of future payments to EACH utility service. Specifically, you must tender to each utility company a cashier's check made payable to said utility in the amount of one monthly payment.

32. Instructional Course. You will be required to complete an instructional course concerning personal financial management after the case is filed. You should expect to pay a fee for this course. You will not receive your discharge without completing this course.

33. Tax Returns. You must have prepared and filed your federal and state income tax returns for all past years. You must also prepare on a timely basis all future tax returns that come due while your bankruptcy case is pending. You must immediately tender to Attorney Schaller a copy of the state and federal tax returns filed for the calendar year ending on December 31<sup>st</sup> of the year immediately prior to the date the case was filed (for example, for cases filed in 2010, you must tender copies of your 2009 tax returns) and for the four prior years too. Later, you must tender to Attorney Schaller a copy of all tax returns filed while the bankruptcy case is pending. A request for an extension of time to file is not sufficient. Not later than seven days prior to the date first set for the meeting of creditors, you must provide the trustee and Attorney Schaller with a copy of the most recently required federal income tax return (or a transcript of such return) for which a return was filed.

34. Financial Reports. A small business debtor must file with the Trustee periodic financial and other reports.

35. Income Verification. You must provide immediately copies of all paystubs generated by your employer(s) for the past 7 months.

36. Credit Counseling. You must obtain credit counseling before filing your bankruptcy case. You must obtain a certificate from an approved nonprofit budget and credit counseling agency. Tender that certificate to Attorney Schaller as well as any debt repayment plan that may have been drafted. You must obtain the certificate only from an agency pre-approved by the US Trustee's office. Attorney Schaller will provide you with a list of pre-approved agencies.

37. Annual Statement of Income and Expenses. You must tender to the Trustee (with a copy to Attorney Schaller via Federal Express), under penalty of perjury, a statement of (a) your income and expenditures during the tax year most recently concluded before such statement is filed and of (b) your monthly income that shows how income, expenditures, and monthly income are calculated. This statement is due annually after the plan is confirmed and until the case is closed, not later than the date that is 45 days before the anniversary of the confirmation of the plan. See Section 521(f)(4) and 521 (g)(1).

38. Certain Debts NOT Discharged. Any creditor, the Court, or the trustee can object to the discharge on a variety of grounds. Attorney Schaller has discussed these grounds with me at length. You have been advised that non-dischargeable debts include, without limitation, the following debts:

- a. student loans
- b. alimony, maintenance, child support, or other domestic support obligations
- c. fines, penalties, forfeitures, or criminal restitution obligations
- d. liens on property
- e. debts not properly listed on schedules
- f. debts for personal injuries or death caused by the operation of a motor vehicle while intoxicated.
- g. NSF or "bounced" checks
- h. consumer debts aggregating more than \$500 for luxury goods or service within 90 days before the date the bankruptcy case was filed
- i. cash advances aggregating more than \$750 within 70 days of the date the bankruptcy case was filed
- j. fees or assessments becoming due and payable after the date the bankruptcy case was filed relating to any condo, cooperative, or homeowner's association.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

If these arrangements meet with your approval, please sign this disclosure statement and return it to me with your retainer. Please do not sign if you are confused or don't understand any term. Before

signing, I urge you to engage a different attorney to review and explain each and every provision. Thank you.

Best Wishes,  
SCHALLER LAW FIRM, P.C.

By signing below, the undersigned is indicating his/her acceptance to these terms and represents that he/she has retained a copy of this document and all other documents previously signed.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

SCHALLER LAW FIRM, P.C.  
ATTORNEYS AT LAW

700 Commerce Drive  
Suite 500  
Oak Brook, IL 60523

tel: 630-655-1233  
email: [documents@SchallerLawFirm.com](mailto:documents@SchallerLawFirm.com)  
web: [www.SchallerLawFirm.com](http://www.SchallerLawFirm.com)

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**DISCLOSURE**

YOU HAVE PRINTED FORMS FROM THE SCHALLER  
LAW FIRM, P.C. WEBSITE.

HAND-DELIVERY, OVERNIGHT-EXPRESS, OR THE  
MAILING OF ANY DOCUMENT OR MONEY MUST  
BE DELIVERED TO THE ADDRESS BELOW:

SCHALLER LAW FIRM, P.C.  
700 COMMERCE DRIVE, SUITE 500  
OAK BROOK, IL 60523

OR EMAIL: [DOCUMENTS@SCHALLERLAWFIRM.COM](mailto:DOCUMENTS@SCHALLERLAWFIRM.COM)

NO EXCEPTIONS! DOCUMENTS OR MONEY  
DELIVERED TO ANY OTHER LOCATION WILL  
NOT BE ACCEPTED OR PROCESSED.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

**SCHALLER LAW FIRM, P.C.**  
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web: [www.SchallerLawFirm.com](http://www.SchallerLawFirm.com)

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All documents identified below are required to be tendered to Attorney Schaller within seven (7) calendar days. All documents must be (1) hand-delivered or Federal Expressed ONLY to Schaller Law Firm, P.C., 700 Commerce Drive, Suite 500, Oak Brook, IL 60523), or (2) scanned and emailed to [documents@schallerlawfirm.com](mailto:documents@schallerlawfirm.com) Email is the preferred choice.

- Taxes for the year ending 2013, 2012, 2011, and 2010.
- ALL of your paystubs for the past seven (7) months.
- ALL of your spouse's paystubs for the past seven (7) months.
- Self-employed. Provide a profit & loss statement on a monthly basis for each of the past seven (7) months.
- Government Benefits. Provide a copy of all government "benefits statements" (Social Security, unemployment, pension, etc.) received for the past seven (7) months.
- Bank Accounts. Bank account statement FROM EACH ACCOUNT that indicates the balance in each account on 8/15/14 the day the bankruptcy case was filed.
- Lawsuit. Provide a copy of the summons, complaint, or any court pleading that identifies the plaintiff, defendant, case number, court, and attorneys for each party. If no such pleading exists, then provide a written exhibit identifying the requested information.
- Divorce. The name and address of any person or entity to whom you are required to pay domestic support obligations, child support, or alimony.
- Sales. Provide a copy of any sales agreement regarding the sale of any asset (e.g. sale of cars or real estate) you sold within the past one year.
- Leases. Provide a copy of any lease to which you are a party.
- Payments. Identify any person/entity to whom you paid more than \$600 within the last 90 days. For each person/entity, provide the name, full address, amount paid and date paid.
- Creditors. Provide a list of ALL creditors. This list must contain for EACH creditor: name, address, account number, and amount owed.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS

IN RE: \_\_\_\_\_ )  
 ) Chapter 13  
Print Name: \_\_\_\_\_ ) Bankruptcy Case  
 )  
Print Name: \_\_\_\_\_ )  
 )  
Debtor(s) )

**DECLARATION REGARDING ELECTRONIC FILING  
PETITION AND ACCOMPANYING DOCUMENTS**

DECLARATION OF PETITIONER(S)

A. [To be completed in all cases]

I(We), the undersigned debtor(s), corporate officer, or member hereby declare under penalty of perjury that (1) the information I(we) have given my (our) attorney is true and correct; (2) I(we) have reviewed the petition, statements, schedules, and other documents being filed with the petition; and (3) the documents are true and correct.

B. [To be checked and applicable only if the petition is for a corporation or other limited liability entity.]

I, \_\_\_\_\_, the undersigned, further declare under penalty of perjury that I have been authorized to file this petition on behalf of the debtor.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS**

**RIGHTS AND RESPONSIBILITIES AGREEMENT BETWEEN  
CHAPTER 13 DEBTORS AND THEIR ATTORNEYS  
(Court-Approved Retention Agreement, revised as of March 15, 2011)**

Chapter 13 gives debtors important rights, such as the right to keep property that could otherwise be lost through repossession or foreclosure—but Chapter 13 also puts burdens on debtors, such as the burden of making complete and truthful disclosures of their financial situation. It is important for debtors who file a Chapter 13 bankruptcy case to understand their rights and responsibilities in bankruptcy. In this connection, the advice of an attorney is often crucial. Debtors are entitled to certain services from by their attorneys, but debtors also have responsibilities to their attorneys. In order to assure that debtors and their attorneys understand their rights and responsibilities in the Chapter 13 process, the judges of the Bankruptcy Court for the Northern District of Illinois have approved the following agreement, setting out the rights and responsibilities of both debtors in Chapter 13 and their attorneys. By signing this agreement, debtors and their attorneys accept these responsibilities.

***BEFORE THE CASE IS FILED***

**THE DEBTOR AGREES TO:**

1. Discuss with the attorney the debtor's objectives in filing the case.
2. Provide the attorney with full, accurate and timely information, financial and otherwise, including properly documented proof of income.

**THE ATTORNEY AGREES TO:**

1. Personally counsel the debtor regarding the advisability of filing either a Chapter 13 or a Chapter 7 case, discuss both procedures (as well as non-bankruptcy options) with the debtor, and answer the debtor's questions.
2. Personally explain to the debtor that the attorney is being engaged to represent the debtor on all matters arising in the case, as required by Local Bankruptcy rule and explain how and when the attorney's fees and the trustee's fees are determined and paid.
3. Personally review with the debtor and sign the completed petition, plan, statements, and schedules, as well as all amendments thereto, whether filed with the petition or later. (The schedules may be initially prepared with the help of clerical or paralegal staff of the attorney's office, but personal attention of the attorney is required for the review and signing.)
4. Timely prepare and file the debtor's petition, plan, statements, and schedules.
5. Explain to the debtor how, when, and where to make all necessary payments, including both payments that must be made directly to creditors and payments that must be made to the Chapter 13 trustee, with particular attention to housing and vehicle payments.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

6. Advise the debtor of the need to maintain appropriate insurance.

***AFTER THE CASE IS FILED***

**THE DEBTOR AGREES TO:**

1. Make the required payments to the trustee and to whatever creditors are being paid directly, or, if required payments cannot be made, to notify the attorney immediately.
2. Appear punctually at the meeting of creditors (also called the "341 meeting") with recent proof of income and a picture identification card. (If the identification card does not include the debtor's social security number, the debtor will also bring to the meeting a social security card.) The debtor must be present in time for check-in and when the case is called for the actual examination.
3. Notify the attorney of any change in the debtor's address or telephone number.
4. Inform the attorney of any wage garnishments or liens or levies on assets that occur or continue after the filing of the case.
5. Contact the attorney immediately if the debtor loses employment, has a significant change in income, or experiences any other significant change in financial situation (such as serious illness, marriage, divorce or separation, lottery winnings, or an inheritance).
6. Notify the attorney if the debtor is sued or wishes to file a lawsuit (including divorce).
7. Inform the attorney if any tax refunds to which the debtor is entitled are seized or not received when due from the IRS or Illinois Department of Revenue.
8. Contact the attorney before buying, refinancing, or selling real property, and before entering into any loan agreement.
9. Supply the attorney with copies of all tax returns filed while the case is pending.

**THE ATTORNEY AGREES TO:**

1. Advise the debtor of the requirement to attend the meeting of creditors, and notify the debtor of the date, time, and place of the meeting.
2. Inform the debtor that the debtor must be punctual and, in the case of a joint filing, that both spouses must appear at the same meeting.
3. Provide knowledgeable legal representation for the debtor at the meeting of creditors (in time for check-in and the actual examination) and, unless excused by the trustee, for the confirmation hearing.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

4. If the attorney will be employing another attorney to attend the 341 meeting or any court hearing, personally explain to the debtor in advance, the role and identity of the other attorney and provide the other attorney with the file in sufficient time to review it and properly represent the debtor.
5. Timely submit to the Chapter 13 trustee properly documented proof of income for the debtor, including business reports for self-employed debtors.
6. Timely respond to objections to plan confirmation and, where necessary, prepare, file, and serve an amended plan.
7. Timely prepare, file, and serve any necessary statements, amended statements and schedules and any change of address, in accordance with information provided by the debtor.
8. Monitor all incoming case information (including, but not limited to, Order Confirming Plan, Notice of Intent to Pay Claims, and 6-month status reports) for accuracy and completeness. Contact the trustee promptly regarding any discrepancies.
9. Be available to respond to the debtor's questions throughout the term of the plan.
10. Prepare, file, and serve timely modifications to the plan after confirmation, when necessary, including modifications to suspend, lower, or increase plan payments.
11. Prepare, file, and serve necessary motions to buy or sell property and to incur debt.
12. Object to improper or invalid claims.
13. Timely respond to the Chapter 13 trustee's motions to dismiss the case, such as for payment default, or unfeasibility, and to motions to increase the percentage payment to unsecured creditors.
14. Timely respond to motions for relief from stay.
15. Prepare, file, and serve all appropriate motions to avoid liens.
16. Provide any other legal services necessary for the administration of the case.

***ALLOWANCE AND PAYMENT OF ATTORNEYS' FEES***

1. Any attorney retained to represent a debtor in a Chapter 13 case is responsible for representing the debtor on all matters arising in the case unless otherwise ordered by the court. For all of the services outlined above, the attorney will be paid a fee of

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

\$ 4,000.00 .

Prior to signing this agreement the attorney has received \$ 1,500.00 , leaving a balance due of \$ 2,500.00 . In extraordinary circumstances, such as extended evidentiary hearings or appeals, the attorney may apply to the court for additional compensation for these services. Any such application must be accompanied by an itemization of the services rendered, showing the date, the time expended, and the identity of the attorney performing the services. The debtor must be served with a copy of the application and notified of the right to appear in court to object.

2. *Early termination of the case.* Fees payable under the provisions set out above are not refundable in the event that the case is dismissed, unless the dismissal is due to a failure by the attorney to comply with the duties set out in this agreement. If a dismissal is due to such a failure by the attorney, the court may order a refund of fees on motion by the debtor.

3. *Retainers.* The attorney may receive a retainer or other payment before filing the case, but may not receive fees directly from the debtor after the filing of the case. Unless the following provision is checked and completed, any retainer by the attorney will be treated as a security retainer, to be placed in the attorney's client trust account until approval of a fee application by the court.

Any retainer received by the attorney will be treated as an advance payment, allowing the attorney to take the retainer into income immediately. The reason for this treatment is the following:

Debtor(s) are paying a fixed, flat fee of \$4,000 for the legal services rendered in the Chapter 13 bankruptcy case. Debtor(s) understand that the entire fee shall be deemed earned when paid and that no refunds shall be given.

In any application for fees, whether or not requiring an itemization, the attorney shall disclose to the court any fees paid by the debtor prior to the case filing.

4. *Improper conduct by the attorney.* If the debtor disputes the sufficiency or quality of the legal services provided or the amount of the fees charged by the attorney, the debtor may file an objection with the court and request a hearing.

5. *Improper conduct by the debtor.* If the attorney believes that the debtor is not complying with the debtor's responsibilities under this agreement or is otherwise not engaging in proper conduct, the attorney may apply for a court order allowing the attorney to withdraw from the case.

6. *Discharge of the attorney.* The debtor may discharge the attorney at any time.

ATTORNEY: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Do not sign if the fee amount at top of this page is blank.