



## R. Flay Cabiness, II, PC

THE BANKRUPTCY GROUP

**PLEASE COMPLETE**

Name: \_\_\_\_\_ Social Security No.: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Have you used any other names in the past eight years? ☐ No ☐ Yes

***If yes, please list other names used:*** \_\_\_\_\_

**Contact  
Information:**

Home Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_  
No.:

Work Phone No.: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Cell Phone No.: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Other No.: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Email: \_\_\_\_\_

**Please list at least two  
numbers and a valid email  
address.**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Have you lived at this address for at least 90 days? ☐ No ☐ Yes

**If no, please list your prior address:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Marital Status: ☐ Never Married ☐ Married and living together ☐ Married and living apart  
☐ Widowed ☐ Divorced

REPLY TO

**HAZLEHURST**

☎ (912) 375-5620 📠 (912) 375-2681  
20 Hinson St. Hazlehurst, GA 31539

**BRUNSWICK**

☎ (912) 554-3774 📠 (912) 262-0285  
2225 Gloucester St. Brunswick, GA 31520

**JESUP**

☎ (912) 559-2514 📠 (912) 375-2681  
155 East Cherry St., Ste. A, Jesup, GA 31546

If you are married, please complete the following information for your spouse (even if your spouse is not filing):

**Name:** \_\_\_\_\_ **Social Security No.:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Have you used any other names in the past eight years? ☐ No ☐ Yes

***If yes, please list other names used:*** \_\_\_\_\_

**Contact Information:**

Home Phone (\_\_\_\_) \_\_\_\_ - \_\_\_\_

No.:

Work Phone No.: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Cell Phone No.: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Other No.: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Email: \_\_\_\_\_

**Please list at least two numbers and a valid email address.**

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

Have you lived at this address for at least 90 days? ☐ No ☐ Yes

**If no, please list your prior address:**

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Marital Status:** ☐ Never Married ☐ Married and living together ☐ Married and living apart  
☐ Widowed ☐ Divorced

**Consultation Statement and Acknowledgement of Receipt of  
Disclosures and Instructions**

1. Client, whether one or more persons, has requested the opportunity to consult with and obtain information and advice from R. Flay Cabiness (including his staff), hereinafter Attorney, regarding obtaining relief from debts, including relief from debts by filing bankruptcy under the United States Bankruptcy Code. The law requires certain disclosures be made by “debt relief agencies” prior to providing the requested information. The status of the law is unclear as to whether Attorney is to be considered a debt relief agency. Therefore, without waiving any right to contest the status as a debt relief agency, the disclosures contemplated by the Bankruptcy Abuse and Consumer Protection Act are attached hereto. If at the end of the initial consultation, the parties agree that Attorney is to provide any additional services a fee contract setting forth such services the Attorney is to provide to the Client, the obligations of the Client, and the Attorney’s fees for such services shall be executed by Client. With respect to the initial consultation, **there is no fee** and the parties agree as follows:

2. Attorney shall provide the Client the following services:

- a. Analyze Client’s financial circumstances based on information provided by the Client.
- b. To the extent possible, based on the information provided by the Client, advise the Client of the Client’s bankruptcy options and non-bankruptcy options.
- c. If the Client has not provided the Attorney with sufficient information upon which to fully advise the Client on the Client’s options, inform the Client what information the Client needs to provide to enable the Attorney to provide such advice and information.
- d. Advise the Client of the requirements placed upon the Client to file a chapter 7 or 13 bankruptcy.
- e. To the extent possible, quote the Client an estimated fee for the Attorney’s services to provide bankruptcy assistance or other legal services to the Client.

3. Client acknowledges that the first date upon which the Attorney offered to provide any bankruptcy assistance service is the date shown below by Client’s signature. Client further acknowledges that the Attorney has provided Client with the disclosures required by 11 U.S.C. § 527(a)(2) & (b) (“Important Information About Bankruptcy Assistance Services from an Attorney or Bankruptcy Petition Preparer”), copies of which are attached hereto.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Disclosure Pursuant to 11 U.S.C. §527(a)(2)**

You are notified:

1. All information that you are required to provide with a petition and thereafter during a case under the Bankruptcy Code is required to be complete, accurate, and truthful.
2. All assets and all liabilities are required to be completely and accurately disclosed in the documents filed to commence the case. Some places in the Bankruptcy Code require that you list the replacement value of each asset. This must be the replacement value of the property at the date of filing the petition, without deducting for costs of sale or marketing, established after a reasonable inquiry. For property acquired for personal, family, or household use, replacement value means the price a retail merchant would charge for property of that kind, considering the age and condition of the property.
3. My current monthly income, my actual living expenses (the amounts specified in 11 U.S.C. §707(b)(2)), and, in a case under Chapter 13 of this title, all of my disposable income (which will be determined in accordance with 11 U.S.C. §707(b)(2)) must be fully and accurately stated after I have made reasonable inquiry.
- 4.. Information that you provide during your case may be audited pursuant to provisions of the Bankruptcy Code. Failure to provide such information may result in dismissal of the case under this title or other sanction, including criminal sanctions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE  
SERVICES FROM AN ATTORNEY OR BANKRUPTCY PETITION  
PREPARER.**

If you decide to seek bankruptcy relief, you can represent yourself, you can hire an attorney to represent you, or you can get help in some localities from a bankruptcy petition preparer who is not an attorney. THE LAW REQUIRES AN ATTORNEY OR BANKRUPTCY PETITION PREPARER TO GIVE YOU A WRITTEN CONTRACT SPECIFYING WHAT THE ATTORNEY OR BANKRUPTCY PETITION PREPARER WILL DO FOR YOU AND HOW MUCH IT WILL COST. Ask to see the contract before you hire anyone.

The following information helps you understand what must be done in a routine bankruptcy case to help you evaluate how much service you need. Although bankruptcy can be complex, many cases are routine.

Before filing a bankruptcy case, either you or your attorney should analyze your eligibility for different forms of debt relief available under the Bankruptcy Code and which form of relief is most likely to be beneficial for you. Be sure you understand the relief you can obtain and its limitations. To file a bankruptcy case, documents called a Petition, Schedules and Statement of Financial Affairs, as well as in some cases a Statement of Intention need to be prepared correctly and filed with the bankruptcy court. You will have to pay a filing fee to the bankruptcy court. Once your case starts, you will have to attend the required first meeting of the creditors where you may be questioned by a court official called a 'trustee' and by creditors.

If you choose to file a chapter 7 case, you may be asked by a creditor to reaffirm a debt. You may want help deciding whether to do so. A creditor is not permitted to coerce you into reaffirming your debts.

If you choose to file a chapter 13 case in which you repay your creditors what you can afford over 3 to 5 years, you may also want help with preparing your chapter 13 plan and with the confirmation hearing on your plan which will be before a bankruptcy judge.

If you select another type of relief under the Bankruptcy Code other than chapter 7 or chapter 13, you will want to find out what should be done from someone familiar with that type of relief.

Your bankruptcy case may also involve litigation. You are generally permitted to represent yourself in litigation in bankruptcy court, but only attorneys, not bankruptcy petition preparers, can give you legal advice.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## **BANKRUPTCY INFORMATION SHEET**

**BANKRUPTCY LAW IS A FEDERAL LAW. THIS SHEET PROVIDES YOU WITH GENERAL INFORMATION ABOUT WHAT HAPPENS IN A BANKRUPTCY CASE. THE INFORMATION HERE IS NOT COMPLETE, BUT IS OFFERED AS GENERAL INFORMATION.**

### **WHEN YOU FILE BANKRUPTCY**

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

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

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

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

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

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

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

### **WHAT IS A BANKRUPTCY DISCHARGE AND HOW DOES IT OPERATE?**

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

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

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

It is important to list all your property and debts in your bankruptcy schedules. If you do not list a debt, for example, it is possible the debt will not be discharged. The judge can also deny your discharge if you do something dishonest in connection with your bankruptcy case, such as destroy or hide property, falsify records, or lie, or if you disobey a court order.

You can only receive a chapter 7 discharge once every eight years. Other rules may apply if you previously received a discharge in a chapter 13 case. No one can make you pay a debt that has been discharged, but you can voluntarily

pay any debt you wish to pay. You do not have to sign a reaffirmation agreement (see below) or any other kind of document to do this.

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

### **WHAT IS A REAFFIRMATION AGREEMENT?**

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

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

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

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

## NOTICE REGARDING PAYMENT OF DEBTS PRIOR TO FILING

Thank you for coming into our office today regarding the filing of a possible bankruptcy. While we complete your paperwork there are some important facts that you need to know, to wit:

1. Until your case is actually filed and you have a case number, you are legally required to continue making payments to your creditors. We understand that you are facing financial difficulties and this may be difficult if not impossible, but you are not protected until the case is filed.
2. This is especially important regarding secured claims such as car loans and home loans. Your creditors can continue with foreclosure actions and repossessions until a case number is issued. **WE CANNOT TELL YOU NOT TO MAKE YOUR HOME OR CAR PAYMENTS.**
3. A creditor has a right to self-help repossession as long as the peace is not breached. If you are behind on your vehicle payments, I recommend keeping said vehicle at an unusual place or where it cannot be reached by a tow company. I would leave the vehicle behind a locked fence or in a closed/locked garage. If this is not possible, parking a different car behind the vehicle that is subject to repossession may also be a deterrent.
4. If someone tries to repossess a vehicle I encourage you to demand that they have a court order. Demand to see a copy of the court order. **If they have a court order, you must comply.**
5. If they do not have a court order, do not let them take the vehicle. The repossession agents will threaten you, tell you are going to jail, tell you they are going to call the cops etc. Do not listen to them. If the police are called, explain that they do not have a court order and that you are not voluntarily giving up the vehicle. If the police get involved, you must follow their orders; however, I would try to get our office on the phone, request the officers provide you something in writing indicating that you have to surrender the car, or request to speak with the officer's supervisor. Make sure to get the officer's name and badge number. **IF THE CAR IS REPOSSESSED OUR OFFICE DOES NOT GUARANTY THAT IT WILL BE RETURNED.**
6. **TITLE PAWNS.** If your car is pledged to a title pawn company, you must make your regular payments until the case is filed. If you are in default of the pawn ticket it is possible bankruptcy will not stop the repossession. If the title pawn company repossess the vehicle prior to filling our office will not be able to get the vehicle back.



I, the undersigned, hereby acknowledge that I have read and understood the above statements.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## **NOTICE REGARDING CHECKING ACCOUNTS**

There is no prohibition regarding the ownership or opening a checking account while you are participating in Chapter 13 or Chapter 7 bankruptcy case. However, if you owe money to the bank that holds your checking account, that bank may be able, and most likely will, freeze your account when you file the within case.

**It is recommended that you take any money held in any accounts with banks where you also owe money and open new accounts after the filing of the within case.**

In most cases, if your current account is with a bank that you do not owe money, there should be no problem with the account. However, recently Wells Fargo has started closing or freezing accounts even if you do not owe them money. You should be aware of this and act accordingly.

I, the undersigned, hereby acknowledge that I have read and understood the above statements.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## **DISCLOSURE AND WAIVER**

**I, the undersigned, hereby acknowledge that the law firm of R. FLAY CABINESS, II, P.C., shares office space with J. ALAN WELCH, P.C. In the future, said office may have additional tenants from time to time. It is further acknowledged that R. Flay Cabiness, individually, shares an ownership interest in the building located at 2225 Gloucester St., Brunswick, Georgia, with Bart G. Altman and J. Alan Welch. I, the undersigned, do hereby waive any conflict that may now, or hereinafter, exist with any of said attorneys or their law firms.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Consumer Request and Appointment of Attorney In Fact  
Credit Report Authorization**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Spouse's Name

This writing constitutes my written instructions and consent to obtain my credit files and compile a list of all accounts with a balance owing. The completed results in the form of a creditor liability report is to be delivered on-line or via fax to R. FLAY CABINESS, II, for downloading into an automated bankruptcy filing system. I further authorize, and appoint as my attorney-in-fact, R. Flay Cabiness, II, to process and complete any online authentication or written authentication as may be necessary to obtain said credit information.

**Debtor**

Date of Birth: \_\_\_\_\_

State of Birth: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Spouse**

Date of Birth: \_\_\_\_\_

State of Birth: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Please let us know how you heard about our firm.**

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☐ Yelp

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☐ AVVO

☐ Phone Book

☐ Radio Advertisement

☐ Newspaper Advertisement

☐ Referral (provide the name of the person or company who referred you):

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☐ Existing Client

☐ Other (Please List Source of referral):

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**Thanks for helping us and we look forward to assisting you with your case.**

## **REFERRALS**

**If you refer a client who retains this office for services, we will give you a \$25.00 Gift Card. The new client must complete this form and indicate your name on the referral line above to be eligible for this incentive. Thanks.**