

# James H. Cossitt, PC

James H. Cossitt  
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PO Box 1889  
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## INITIAL CONSULTATION PACKAGE

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Partner: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

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

Work Phone: \_\_\_\_\_

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

Other Phone: \_\_\_\_\_

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

Consent to Email: \_\_\_\_\_

Referred by:  Phone Book       Internet / website       Other: \_\_\_\_\_

Referred by: \_\_\_\_\_

*Attorney, Friend, Acquaintance or client*

### - CONFIDENTIAL -

*The information you provide, including your identity, is confidential and is protected by Attorney/Client Privilege. The requested information is needed in order to properly evaluate your situation. It is very important for you to supply all relevant information and, if you are in doubt or have any questions, provide more information rather than less. It is necessary for you to be completely honest and candid with the attorney. In the case of married couples, answer each question as if answering for each of you. **For asset values, please provide a realistic value of what the asset would sell for in the relevant market in 6 months or less.***

<p><b>OFFICE USE ONLY</b></p> <p>Consultation Fee \$ _____</p> <p>Date Paid: _____</p> <p>Initials: _____</p>
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**Board Certified, Business & Consumer Bankruptcy Law**

Bankruptcy & Workouts; Business & Commercial Litigation  
Real Estate, Landlord/Tenant & Construction Law

**1. Family Status:**

- Never married
- Married, living together
- Married, living separately
- Divorced
- Living with domestic partner
- Widowed

If divorced, what State filed in and when did it become final? \_\_\_\_\_

Yes  No Do you have children under 18 or other dependents? How many? \_\_\_\_\_  
Ages? \_\_\_\_\_

**2. Previous Bankruptcy:**

Yes  No Have you ever filed bankruptcy? If so, when? \_\_\_\_\_ Chapter \_\_\_\_\_

**3. Business Information:**

Yes  No Self employed? Do you have employees:  Yes  No

Identify any business (d/b/a/, LLC, corporation or other) within the last 6 years.

Name and type of business, dates, other details: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**4. Monthly Income / Employment Information:**

Employed by (Client): \_\_\_\_\_

Employed by (Spouse): \_\_\_\_\_

SOURCE	Client Monthly		Spouse Monthly	
	Gross	Net	Gross	Net
W-2				
Social Security				
Pension / Annuity				
Business				
Other sources				

**5. Assets, Debt & Expenses:**

<b>Assets, Debt &amp; Expenses</b>	<b>Monthly Payment</b>	<b>Balance Owed on Debt</b>	<b>Current Value of Asset<sup>1</sup></b>	<b>Months Behind</b>
Residence: Do you <input type="checkbox"/> own or <input type="checkbox"/> rent			\$	
1 <sup>st</sup> Mortgage Creditor:	\$	\$		
2 <sup>nd</sup> Mortgage Creditor:	\$	\$		
3 <sup>rd</sup> Mortgage /Judgment lien Creditor:	\$	\$		
Car 1 Year:            Make:            Model: Creditor:	\$	\$	\$	
Car 2 Year:            Make:            Model: Creditor:	\$	\$	\$	
Car 3 Year:            Make:            Model: Creditor:	\$	\$	\$	
Boat Year:            Make:            Model: Creditor:	\$	\$	\$	
Trailer Year:            Make:            Model: Creditor:	\$	\$	\$	
Motorcycle: Year:    Make:            Model: Creditor:	\$	\$	\$	
All items of value over \$600:				
Asset: Creditor:	\$	\$	\$	
Asset: Creditor:	\$	\$	\$	
Asset: Creditor:	\$	\$	\$	
Total Credit Card Debt	Total Owed >>>	\$		
Total Student Loan debt            Deferred?	Total Owed >>>	\$		
Total Medical debt	Total Owed >>>	\$		
Other Debt including personal loans	Total Owed >>>	\$		

<sup>1</sup> Please provide a realistic value for a hypothetical sale in the relevant market in 6 months or less.

Monthly Expenses	Monthly Payment	Months Behind
House	\$	
Vehicle (s) that you want to keep	\$	
Utilities	\$	
Food	\$	
Clothing	\$	
Student Loan	\$	
Transportation	\$	
Auto Insurance	\$	
Home Insurance	\$	
Medical Insurance	\$	
Child Support	\$	
Other	\$	
Total	\$	

### 6. Other related information:

- a.  Yes  No Have you sold, transferred, or closed any business (or an interest in) within the past 6 years? \_\_\_\_\_
- b.  Yes  No Have you cosigned on any loan (including student loans for anyone else? \_\_\_\_\_
- c.  Yes  No Do you have your name on any other person's bank account, real property, or vehicle title? \_\_\_\_\_
- d.  Yes  No Are you suing anyone or have the right to sue anyone? \_\_\_\_\_
- e.  Yes  No Do you: 1) owe any money; or 2) are you owed money based on a marital settlement or judgment of divorce?
- f.  Yes  No Are you: 1) ordered to pay; or 2) entitled to receive child or spousal support?  
If yes, is it past due? \$ \_\_\_\_\_
- g.  Yes  No Does anyone owe you money for any reason?
- h.  Yes  No Have you set up a trust in the past 10 years?
- i.  Yes  No Do you receive any income from a trust or annuity?
- j.  Yes  No Do you have income from royalties, gas or mineral rights, copyrights, license agreements, or patents; either now or in the future?
- k.  Yes  No Do you have a life estate or the right to use anyone else's property?

- l.  Yes  No Are you holding property for any other person? If so, describe: \_\_\_\_\_
- m.  Yes  No Do you own any stocks or bonds?
- n.  Yes  No Do you have a storage unit? If so, name of Storage Company,\_\_\_\_\_. What is in it? \_\_\_\_\_
- o.  Yes  No Do you have a safe deposit box? If so, name of bank, \_\_\_\_\_. What is in it? \_\_\_\_\_

Anything else that you think the attorney should be aware of? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**7. Tax Information:**

- Yes  No Do you have any tax refunds due to you at this time?
- Yes  No Do you have any tax liens? Who? \_\_\_\_\_ Amount? \_\_\_\_\_
- Yes  No Do you have Notices of Levy?

Please: provide all lien, garnishment, levy and related collection notices.

Tax Year	IRS		MT DEPT OF REVENUE	
	(F) Filed or (U) Unfiled	Amount Owed	(F) Filed or (U) Unfiled	Amount Owed
Last year				
2 years ago				
3 years ago				
4 years ago				
older				

**- FOR OFFICE USE ONLY -**

Retained                     
  May be retained                     
  No services needed                     
  Other \*see notes

**Time Started:** \_\_\_\_\_ **Ended:** \_\_\_\_\_

**Client's main concern(s):** \_\_\_\_\_

**Arrearage on secured debt**

Creditor	Amount
* _____	\$ _____
* _____	\$ _____
* _____	\$ _____

**\*Non-dischargeable debts**

**Taxes:**                       Yes  No  
**DSO:**                               Yes  No  
**School Loans:**               Yes  No  
**§ 522(f) liens:**               Yes  No

**Recommended action:**

**Chapter 13:2**                       Yes  No  
**Chapter 7:**                               Yes  No  
 \_\_\_\_\_:                       Yes  No

**Second Job:**                       Yes  No  
**Credit Counseling:**  Yes  No

**Debt / Income ratio =** \_\_\_\_\_%

**§ 707(b) / DI Issues Present** \_\_\_\_\_

**Notes**

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2 For C13 payment start with DI and add: a) priority taxes; b) current mortgage + arrearage; c) LA and non exempt assets; d) aty fees for C13 and lien strip or other litigation; e) TT fees.

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## **INITIAL CONSULTATION AGREEMENT**

To:

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Re: **Initial Consultation Agreement**

The bankruptcy law requires we sign a written contract that explains our services, fees or charges and the terms of payment and this is our agreement for an Initial Consultation only. If you desire a copy of our fee agreement for an actual case, please let us know.

### **SERVICES, FEES, SCOPE AND TERMS**

You have requested we meet with you for an initial consultation only which we offer for a flat rate of \$150 discounted rate / \$300 normal rate / \$450 rush rate (up to one full hour) payable in cash only at the outset of our meeting. The purposes of the initial consultation and scope of our employment is limited to:

- Reviewing your asset (property) and liability (debts) structure;
- Reviewing your income and expenses;
- Discussing your problems, concerns, and goals for resolving those problems;
- Explaining options, costs, and pros and cons of your choices and providing our **advice** to assist you in making an informed choice the best option

Anything you tell me during the initial consultation is confidential under the attorney/client privilege. It is important that you honestly and frankly share with me all of the details of your financial situation. **Please remember that I do not represent you on anything other than an initial consultation until you expand the scope of our employment and we sign another written fee agreement for that purpose.**

Our services, fees & charges, and terms are set forth in our Rates & Terms



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Schedule that will be provided to you if we continue after today. Any fee estimate we provide during the initial consultation is subject to the same limitation as our “**advice**”, as follows:

Our legal opinions fall into two types: a) “**advice**” based on our general knowledge of the law & our experience; and b) “**opinions**”, expressed in writing and signed by me. “**Advice**” is merely guidance, should not be relied upon and does not provide the same level of assurance as an “opinion”. “**Opinions**” are provided only after a full factual investigation and adequate legal research. Although I have given you advice on various aspects of your case, *including cost and fee estimates*, I have offered no opinions and make no guarantee or warranties as to the successful outcome of the case or the aggregate cost.

## **DUTIES TO PROSPECTIVE CLIENTS**

The Montana Rules of Professional Conduct (MRPC) (1.9 & 1.20) provide that if I receive information from you that could be significantly harmful to you, I may not represent another person with interests materially adverse in the same or a substantially related matter. You and I agree that your general and summary disclosure to me during this initial consultation of: 1) your assets (property) and liabilities (debts) ; 2) your income and expenses; and 3) your problems, concerns, and goals for resolving those problems is not information that can be significantly harmful to you. We also agree that if you do not retain me within 3 months from the date below, I am free to represent any of your creditors should they contact me.

## **CONFIRMATION OF RECEIPT OF DOCUMENTS**

You either requested information relating to bankruptcy from us or visited and reviewed it on our website. This will confirm you had the opportunity to review the following documents on our website:

- 1) All notices on the website disclosure page:  
<http://www.cossittlaw.com/bankruptcy-negotiation-disclosures/>
- 2) Cossittlaw Initial Consultation Package; and
- 3) This Initial Consultation Agreement

AGREED & ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_

AGREED & ACCEPTED: \_\_\_\_\_ DATE: \_\_\_\_\_