


B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS United States Trustee for the Central District of California, Region 16	DEFENDANTS Patricia M. Ashcraft The Law Offices of Gregory C. Ashcraft			
ATTORNEYS (Firm Name, Address, and Telephone No.) Mohammad Tehrani 3801 University Ave., Suite 720 Riverside, CA 92507 951-276-6061	ATTORNEYS (If Known)			
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input checked="" type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input checked="" type="checkbox"/> Other <input type="checkbox"/> Trustee			
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED) (1) The disgorgement of any and all and/or excessive fees. 11 U.S.C. §§ 105, 329; Fed. R. Bankr. P. 2016, 2017 (2) Appropriate civil penalties. 11 U.S.C. § 526(a), (c) (3) Permanent injunction. 11 U.S.C. § 526(c) (4) Referral to Disciplinary Committee. Local Rule 83-3.1.1				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div> </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input checked="" type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et. seq.</i> <input checked="" type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div>	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input checked="" type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et. seq.</i> <input checked="" type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny <div style="text-align: center;">(continued next column)</div>	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input checked="" type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input checked="" type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et. seq.</i> <input checked="" type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)			
<input type="checkbox"/> Check if this case involves a substantive issue of state law <input type="checkbox"/> Check if a jury trial is demanded in complaint Other Relief Sought		<input type="checkbox"/> Check if this is asserted to be a class action under FRCP 23 Demand \$		

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Mary Ann Gilmore		BANKRUPTCY CASE NO. 6:17-bk-13682-MJ
DISTRICT IN WHICH CASE IS PENDING Central District of California	DIVISION OFFICE Riverside	NAME OF JUDGE Hon. Meredith A. Jury
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE December 12, 2017		PRINT NAME OF ATTORNEY (OR PLAINTIFF) Mohammad Tehrani

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

PETER C. ANDERSON
UNITED STATES TRUSTEE
ABRAM S. FEUERSTEIN, STATE BAR NO. 133775
ASSISTANT UNITED STATES TRUSTEE
MOHAMMAD TEHRANI, STATE BAR NO. 294569
TRIAL ATTORNEY
UNITED STATES DEPARTMENT OF JUSTICE
OFFICE OF THE UNITED STATES TRUSTEE
3801 University Ave., Suite 720
Riverside, CA 92501-2804
Telephone: (951) 276-6990
Facsimile: (951) 276-6973
Email: Mohammad.V.Tehrani@usdoj.gov

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
RIVERSIDE DIVISION

In re:)	Case No.: 6:17-bk-13682-MJ
)	
MARY ANN GILMORE,)	Chapter 7
)	
Debtor.)	Adversary No. 6:17-ap-
)	
UNITED STATES TRUSTEE FOR THE)	COMPLAINT FOR DISGORGEMENT
CENTRAL DISTRICT OF CALIFORNIA,)	OF FEES, CIVIL PENALTIES,
REGION 16,)	SANCTIONS, AND DECLARATORY,
)	INJUNCTIVE, AND OTHER RELIEF
)	
Plaintiff,)	(Summons to be Issued)
)	
v.)	
)	
PATRICIA M. ASHCRAFT and)	
THE LAW OFFICES OF GREGORY)	
ASHCRAFT, APC,)	
)	
Defendants.)	
)	
)	

Plaintiff, the United States Trustee for the Central District of California, Region 16 ("Plaintiff"), hereby alleges the following against the defendants, Patricia M. Ashcraft and the Law Offices of Gregory Ashcraft, APC (collectively, "Defendants"):

I. INTRODUCTORY STATEMENT

1. This Complaint concerns the Defendants' Chapter 7 consumer business practices which adversely affected Mary Ann Gilmore, the debtor in this bankruptcy case, and other consumer debtors.

2. During the past year, the Defendants increased their Chapter 7 consumer client base nearly five-fold by advertising that they would file individual Chapter 7 bankruptcy cases in exchange for "no money down."

3. Under their new business model the Defendants claim to divide, or "bifurcate," their representation of Chapter 7 consumer debtor clients into two parts: a prepetition component and a post-petition component. The Defendants claim to provide the pre-petition services to clients for "free," and claim that they charge clients only for the remaining post-petition services. As part of the marketing appeal to would-be clients, the Defendants' model contemplates that the attorney's fees for post-petition services will be collected in post-petition monthly installments over the course of a year through ACH-debits of customer bank accounts.

4. Although the Defendants' model claims to charge fees only for the remaining post-petition services, in the "no money down" cases the Defendants charge debtors significantly more than they otherwise charge for a Chapter 7 case. Particularly, the fees include interest and/or other charges exceeding 40 percent. To finance the Defendants' ongoing business operations the Defendants assign their attorney's fees for collection to a third party as soon as they file the petition in exchange for 70 percent of the account balance.

5. The Defendants' business model is not protected under Ninth Circuit law. The Defendants attempted to evade the Bankruptcy Code's restrictions on the collection of pre-petition claims. The Defendants' business practices resulted in, among other things, substantially higher fees and interest charges to Ms. Gilmore and the filing of sworn documents that contained false information. In short, the Defendants' business model, under the guise of helping debtors, breaches the Defendants' ethical and professional duties to their clients.

II. JURISDICTION AND VENUE

6. This is an action for the disgorgement of fees, civil penalties, sanctions, declaratory,

injunctive, and/or other relief against the Defendants pursuant to 11 U.S.C. §§ 105, 329, 526, Federal Rules of Bankruptcy Procedure 2016 and 2017, the California Rules of Professional Conduct, the Local Bankruptcy Rules of the United States Bankruptcy Court for the Central District of California, and the Court's inherent powers.

7. This complaint arises out of the Chapter 7 bankruptcy case, *In re Mary Ann Gilmore*, 6:17-bk-13682-MJ, filed on May 2, 2017, in the Riverside Division of the United States Bankruptcy Court for the Central District of California.

8. This is a core proceeding pursuant to 28 U.S.C. §§ 1334 and 157(b)(2)(A), as the acts and events upon which this complaint is predicated concern the administration of Ms. Gilmore's bankruptcy case. This proceeding is both a constitutionally and statutorily core proceeding under 28 U.S.C. § 157(b)(2)(A) and (O) in that it asserts only claims arising directly under title 11 of the United States Code ("Bankruptcy Code").

9. Venue is proper under 28 U.S.C. § 1409(a).

10. To the extent any of these proceedings are non-core, Plaintiff consents to the entry of a final judgment by the Bankruptcy Court.

III. PARTIES

11. Plaintiff is the duly-appointed United States Trustee for Region 16, which encompasses the Judicial District of the Central District of California.

12. Plaintiff is a party-in-interest and has standing to bring this action pursuant to 11 U.S.C. § 307.

13. Defendant The Law Offices of Gregory Ashcraft, APC, doing business as the Ashcraft Firm ("Ashcraft Firm"), is a California professional corporation incorporated on July 2, 2015, with a principal place of business in Murrieta, California.

14. Defendant Patricia M. Ashcraft is an attorney licensed to practice law in the state of California. Ms. Ashcraft's California State Bar Number is 109661. Ms. Ashcraft is an attorney with the Law Offices of Gregory Ashcraft, APC.

15. Plaintiff is informed and believes that the Defendants were debt relief agencies as defined

by 11 U.S.C. § 101(12A) at all relevant times.

IV. FACTUAL ALLEGATIONS

A. THE ASHCRAFT FIRM FACTORS ITS ACCOUNTS RECEIVABLE

16. Plaintiff is informed and believes that on or about April of 2017, the Ashcraft Firm began contracting with BK Billing, LLC (“BK Billing”) to factor its accounts receivable.

17. BK Billing is a third party financing company that offers various services, including accounts receivable factoring and purchasing accounts receivable.

18. A true and correct copy of a sample accounts receivable assignment agreement that BK Billing uses with law firms as of June 19, 2017 (“Accounts Receivable Agreement”), is attached hereto as Exhibit “1,” and is incorporated herein by reference.

19. Under the terms of the Accounts Receivable Agreement, a law firm contracting with BK Billing agrees to assign client contracts to BK Billing in exchange for immediate payment of 70% of the total contractual fee of the account:

Purchase Price. The Firm shall sell to BK Billing the accounts receivable associated with Transferred Accounts at the amount of seventy percent (70%) of the total contractual value of the Transferred Account (the “Purchase Price”). BK Billing will pay the Purchase Price to the Firm within two to three business days after BK Billing’s approval of the Firm’s Transferred Accounts uploaded to the BK Billing online portal.

20. While the Defendants are paid immediately, their clients remain liable for the entire contractual fee.

21. According to a document entitled, “Welcome to BK Billing!” (“Welcome Memo”), the “two keys to the BK Billing Program” are: (1) the bifurcation of the bankruptcy case by the law firm; and (2) BK Billing’s funding of the case. A true and correct copy of the Welcome Memo posted on the BK Website as of May 25, 2017, is attached hereto as Exhibit “2,” and is incorporated herein by reference.

22. The Welcome Memo describes BK Billing’s bifurcation concept:

You bifurcate the case. We fund the case. We then collect the post-filing debtor payments on your behalf. We report the post-filing payments positively to the Credit Bureaus to rebuild your client’s credit.

How Bifurcation Works:

Clients want to file their case quickly – they have judgments and garnishments. Attorneys need to get paid for their services. How do you file a case as quickly as possible while ensuring payment from the client? The key is bifurcation – unbundle your legal services and create a legally enforceable right to your post-petition legal services.

Collection on pre-filing services is subject to the automatic stay and discharge order. However, unbundling your legal services into “pre-filing services” and “post-filing services” will create a legally enforceable right to be paid for your post-petition services.

The result: Clients can file their skeletal case with zero-down or low-money down payment options.

23. The Welcome Memo also describes BK Billing’s funding program:

Here’s how the BK Billing program works: An attorney files a Chapter 7 with a post-petition fee agreement for post-petition services for their debtor client. BK Billing funds post-filing fee agreements from \$1,000 to \$5,000 with payment terms of up to 12 months.

An example post-filing fee agreement is \$200 per month for 10 months (\$2,000 total). Once the \$2,000 post-filing fee agreement is signed by the debtor, it is submitted to BK Billing through our cloud-based software. BK Billing will immediately advance 70% of that contract amount directly to the law firm, i.e. \$1,400.

We encourage our attorney clients to build their budget off the 70% advanced to them, as most of the remaining contract balance is taken up with our fees and costs, and covers any debtor defaults on their post-petition fee agreement.

24. Along with the Welcome Memo, BK Billing sends prospective law firms sample two-contract retainer agreement which purportedly bifurcates pre-filing and post-filing fees, as well as a Recurring Payment Authorization and Consent Form (“Sample Contracts”) attached hereto with Exhibit “3.”

25. As of December 12, 2017, BK Billing advertised online at www.bkbilling.com (“BK Website”).

B. THE ASHCRAFT FIRM ADVERTISES A ZERO DOWN MODEL

26. At all relevant times, the Ashcraft Firm maintained a website advertising bankruptcy services at www.ashcraftfirm.com (“Ashcraft Website”).

27. At all times relevant, the Ashcraft Website did not clearly disclose that the Ashcraft Firm is a debt relief agency.

28. Plaintiff is informed and believes that, shortly after entering the Accounts Receivable

Agreement with BK Billing, the Ashcraft Firm began advertising “\$0 Down Same-Day Filing” (“Zero Down Model”) on the Ashcraft Website.

29. Plaintiff is informed and believes that, as of May 25, 2017, the Ashcraft Firm explained to potential consumers the Zero Down Model on the Ashcraft Website:

I know what you're thinking. "What's the catch? How can I file bankruptcy with no money down and file the first time I meet with you?"

Two things make this possible. First, we have partnered with a company who fronts the money for you to file. Fifteen days after filing, you start paying \$250 monthly. This is how we file with \$0 down. NOTE: To Qualify, you must earn a monthly income of \$1,500 or a co-signer must be willing to sign the payment contract.

Second, we have been practicing in bankruptcy for two decades and have honed our process in such a way that you can come meet with us, we can determine whether you qualify, and that same day you can walk out of our office with a weight off your shoulders because we file your case that same day. That. Same. Day. No seriously, let that sink in...

30. At all relevant times, the Ashcraft Firm advertised its services on the Ashcraft Website through a number of answers to rhetorical questions, including:

Does the Ashcraft Firm do Free Bankruptcies or Pro-Bono Bankruptcies?

If you think about it, everybody filing bankruptcy is basically broke. I don't know of any bankruptcy attorneys in the area or beyond that actually will file your case for free. However, we offer our services with no money down so that people can get their fresh start and begin the process of rebuilding their credit now.

C. MARY ANN GILMORE ENGAGES THE ASHCRAFT FIRM FOR BANKRUPTCY SERVICES

31. Ms. Gilmore was at all relevant times an “assisted person” as defined by 11 U.S.C. § 101(3).

32. Plaintiff is informed and believes that Ms. Gilmore selected the Ashcraft Firm based on their advertisements of the Zero Down Model.

33. On May 2, 2017, Ms. Gilmore signed three contracts for bankruptcy services with the Ashcraft Firm: (1) a pre-petition services contract; (2) a post-petition services contract; and (3) a direct-debit agreement.

1. The Pre-Petition Services Contract

34. On May 2, 2017, Ms. Gilmore entered into a contract for pre-petition legal services (“Pre-Petition Services Contract”) with the Ashcraft Firm. A true and correct copy of the Pre-Petition Services Contract is attached hereto as Exhibit “4,” and is incorporated herein by reference.

35. The Pre-Petition Services Contract states in pertinent part as follows:

I understand that the Law Firm is going to charge me \$0 for the following pre-petition bankruptcy services: meeting and consulting with me as needed; detailed analysis of my financial situation; and preparation and filing of a Chapter 7 Voluntary Petition, Statement AB out [sic] Social Security Numbers, Pre-filing Credit Counseling Briefing Certificate and List of Creditors. I also understand that the Law Firm may incur costs for items such as credit reports and debt counseling courses for which it will not seek reimbursement. I understand that, once my bankruptcy is filed, I will not be legally obligated to pay any fees for pre-petition services to the Law Firm. If any pre-petition fees are owed to the Law Firm and not paid as of the filing of the bankruptcy case, they will be discharged in the bankruptcy and may not be collected by the Law Firm or its assignees.

36. Under the Pre-Petition Services Contract, the Ashcraft Firm also financed Ms. Gilmore’s bankruptcy petition filing fees.

Bankruptcy Filing Fee Options. I have been presented two options regarding the filing fee of \$335 that is payable to the Bankruptcy Court, and I elect to . . . Request that Law Firm pay this cost for me and seek reimbursement of this cost from me . . .

37. The Pre-Petition Services Contract includes three post-petition options:

This contract contemplates that the Law Firm will provide all of the necessary services required for commencing a Chapter 7 bankruptcy case on my behalf. The Law Firm’s contractual responsibilities will end upon completion of the filing of my bankruptcy case. However, the Law Firm will remain professionally obligated to serve as counsel for Client in the case until the Bankruptcy Court allows the Law Firm to formally withdraw. I understand that there remains post-petition legal work necessary to finish my bankruptcy case and receive a discharge.

After my bankruptcy case is filed, I shall have three options regarding post-petition representation:

- 1) I may retain the Law Firm to represent me in the post-petition proceedings in my case. I will be presented with a second retainer agreement where I promise to pay attorney’s fees in the amount of \$3000 (plus any necessary post-petition costs) for the Law Firm to Represent me in the post-petition proceeds [sic] in my bankruptcy case, including the following services.

- Prepare and file my Statement of Financial Affairs and Schedules;

- Prepare for and attend at my Section 341a Meeting of Creditors;
- Provide me with written instructions as to what to bring to the 341a, directions to the place of the meeting, parking and driving time instructions;
- Review redemption agreements, if any;
- Prepare requests to creditors for any needed reaffirmation agreements or lease assumptions;
- Review any reaffirmation agreements or lease assumptions;
- Prepare Domestic Support Declaration, if applicable;
- Prepare Declaration re 60 Day Income of Debtor;
- Timely transmit to Trustee required tax returns and other documents requested by the Chapter 7 trustee;
- Remind me of required credit education course and e-file such course when I have completed it;
- Follow-through with case administration and monitoring;
- Make available, at no additional cost to me, an on-line 6 week post-discharge credit re-establishment course.

2) I may seek or retain other legal counsel; OR

3) I may proceed without legal representation (pro se). Although I am not prohibited from proceeding pro se, I recognize that choosing this option may result in my proceeding without any legal representation for some portion of my bankruptcy case. If I choose this option the Law Firm may seek to withdraw from my representation, but will continue to represent me until such time when the court enters an order authorizing the Law Firm to withdraw as my attorney in the bankruptcy case, or my bankruptcy case is closed or dismissed.

I shall have ten (10) days from the date of my bankruptcy case is filed to retain the Law Firm for the post-petition services in this case. If I do not formally retain the Law Firm within that period, then I agree and consent to the Law Firm's withdrawal as counsel in this case.

38. The Pre-Petition Services Contract does not disclose that the Ashcraft Firm had executed the Accounts Receivable Agreement with BK Billing.

39. Plaintiff is informed and believes that Ms. Gilmore did not understand "bifurcation" to mean that the Ashcraft Firm's pre-petition legal services were "free."

1 Q: [D]id you have any concept or idea that all of the work that was done before your
2 bankruptcy case was filed was free, and it wasn't going to cost you anything?

3 A: No.

4 Q: Okay. So you had an understanding that it would cost you something?

5 A: Right.

6 Q: How much did you believe, prior to your case being filed, how much did you
7 believe it would cost you for attorney's fees and costs?

8 A: Two-hundred-and-fifty dollars a month for one year.

9 Exhibit "5" at 10: 13-24.

10 2. The Post-Petition Services Contract

11 40. On May 2, 2017, Ms. Gilmore also signed a contract for post-petition legal services
12 ("Post-Petition Services Contract"). A true and correct copy of the Post-Petition Services Contract is
13 attached hereto as Exhibit "6" and is incorporated herein by reference.

14 41. The Post-Petition Services Contract generally follows the form of the Sample Contract
15 for post-petition legal services that BK Billings provided to the Ashcraft Firm.

16 42. The Post-Petition Services Contract provides in pertinent part:

17 I hereby retain the Law Offices of Gregory C. Ashcraft to represent my legal interest in
18 the post-petition proceeds of my bankruptcy case filed under Chapter 7 of the United
19 States Bankruptcy Code. I promise to pay attorney's fees in the amount of \$3000 (plus
any necessary post-petition costs) as a non-refundable flat fee for the Law Firm to
represent me, which representation includes the following services:

- 20 • Prepare and file my Statement of Financial Affairs and Schedules;
- 21 • Prepare for and attend at my Section 341a Meeting of Creditors;
- 22 • Provide me with written instructions as to what to bring to the 341a,
23 directions to the place of the meeting, parking and driving time
instructions;
- 24 • Review redemption agreements, if any;
- 25 • Prepare requests to creditors for any needed reaffirmation agreements
or lease assumptions;
- 26 • Review any reaffirmation agreements or lease assumptions;
- 27 • Prepare Domestic Support Declaration, if applicable;
- 28 • Prepare Declaration re 60 Day Income of Debtor;

- Timely transmit to Trustee required tax returns and other documents requested by the Chapter 7 trustee;
- Remind me of required credit education course and e-file such course when I have completed it;
- Follow-through with case administration and monitoring;
- Make available, at no additional cost to me, an on-line 6 week post-discharge credit re-establishment course.

I further understand and agree that additional professional legal services will result in additional fees that are due to the Law Firm; such as: Representation in an Adversary Proceeding (\$300/hour); Adding additional creditors to your schedules (\$30 per creditor); and Motions to Reopen and Avoid Liens (\$1510 per lien). I acknowledge and agree that all of these fees are for post-petition services and they are not dischargeable in my Chapter 7 case. In the event of nonpayment of the agreed-upon fees, the Law Firm may commence legal proceedings for collection. I agree to submit to the personal jurisdictions of the California Courts with respect to such action, and California law will apply. If such collection procedures shall become necessary, I agree to pay all reasonable costs of such collection, including reasonable attorney fees.

43. The Post-Petition Services Contract obligated Ms. Gilmore to pay a flat fee of \$3,000.

44. The Plaintiff is informed and believes that the Defendants charged Ms. Gilmore interest in addition to attorney's fees. This was also Ms. Gilmore's understanding of the arrangement:

Q: Okay. So, the name of the entity that you owe the money to, to the best of your knowledge is it the lawyer that you owe the money to?

A: No. No, it's a third party.

Q: Okay. Why do you think that you would owe money to a third party instead of the attorney that's rendering services on your behalf?

A: What she told me, that they -- to the best of my recollection, was that there's a new law that came into effect that say that they can actually find a third party to loan the money for a bankruptcy. And it just came into effect. So, like within a month or so. And this is the first time they're -- within the last couple weeks was the first time they used it. And so, what-- they only get a part of that. The rest of the monies come from -- the rest of the money is interest that I'm paying to this second party.

Exhibit "5" at 18: 22-25, 19:1-15.

3. The Direct-Debit Agreement

45. In addition to the Pre-Petition Services Contract and the Post-Petition Services Contract, on May 2, 2017, Ms. Gilmore also signed a recurring payment authorization and consent form ("Direct-

Debit Agreement”), which authorized automated clearing house (“ACH”) payments directly from Ms. Gilmore’s bank account. A true and correct copy of the Direct-Debit Agreement is attached hereto as Exhibit “7,” and is incorporated herein by reference.

46. The Direct-Debit agreement was not executed by the Ashcraft Firm.

47. The Direct-Debit Agreement generally follows the form of the sample recurring payment authorization and consent form provided by BK Billings to the Ashcraft Firm.

48. The Direct-Debit Agreement states in pertinent part:

I, Mary Ann Gilmore, authorize the Law Offices of Gregory C. Ashcraft, APC (the “Law Firm”), or BK Billing, LLC (“BK Billing), an independent billing company, to charge by debit card or bank account indicated below for: \$250.00, starting on the 2rd [sic] day of June 2017 and recurring . . . Monthly until the amount of \$3,000 is paid in full.

49. The Direct-Debit Agreement does not disclose that the Ashcraft Firm had executed an assignment agreement with BK Billing.

D. THE DEFENDANTS FILE FALSE AND/OR INACCURATE INITIAL BANKRUPTCY DOCUMENTS FOR MARY ANN GILMORE

50. On May 2, 2017, the same day she executed the Pre-Petition Services Contract, Post-Petition Services Contract, and Direct-Debit Agreement, Ms. Gilmore provided information to the Ashcraft Firm about her assets and liabilities.

51. In particular, Ms. Gilmore disclosed to the Ashcraft Firm that she owned clothing, two cars, televisions, laptop computers, household furniture, a washer and dryer, a bank account, a 401(k) account, and other personal property.

52. Based on the information provided by Ms. Gilmore, the Ashcraft Firm prepared bankruptcy schedules of Ms. Gilmore’s assets and liabilities, which Ms. Gilmore reviewed and signed on May 2, 2017.

53. On May 2, 2017, the Ashcraft Firm, by and through Ms. Ashcraft, filed a voluntary Chapter 7 bankruptcy petition (“Petition”), schedules (each an “Initial Schedule” and together the “Initial Schedules”), Statement of Financial Affairs (“Initial SOFA”), Statement of Intention for Individuals Filing Under Chapter 7 (“Initial Statement of Intention”), and Chapter 7 Statement of Your

1 Current Monthly Income (“Initial Form 122A-1”) (collectively, “Initial Bankruptcy Documents”) on
2 behalf of Ms. Gilmore. True and correct copies of the Initial Bankruptcy Documents are attached as
3 Exhibit “8,” and incorporated herein by reference.

4 54. Ms. Ashcraft signed the Petition, which contains a certification that, “In a case in which
5 § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge
6 after an inquiry that the information in the schedules is incorrect.”

7 55. Ms. Gilmore’s electronic signature, /s/ Mary Ann Gilmore, dated May 2, 2017, appears
8 on the Initial Bankruptcy Documents.

9 56. According to Initial Schedule A/B, Ms. Gilmore owns no personal property.

10 57. According to Initial Schedule C, Ms. Gilmore claimed no exemptions.

11 58. According to Initial Schedule E/F, Ms. Gilmore had no obligations to the Ashcraft Firm
12 on the date of filing.

13 59. The Ashcraft Firm failed to disclose its \$335 pre-petition claim against Ms. Gilmore in
14 Schedule E/F.

15 60. According to Initial Schedule G, Ms. Gilmore has no executory contracts or unexpired
16 leases.

17 61. According to Initial Schedule I, Ms. Gilmore has total monthly income of \$0.

18 62. According to Initial Schedule J, Ms. Gilmore has total monthly expenses of \$0, including
19 no monthly payment to BK Billing or the Ashcraft Firm under the Post-Petition Services Contract and
20 Direct Debit Agreement.

21 63. According to the Initial SOFA, Ms. Gilmore received no income in the two years prior to
22 filing for bankruptcy relief.

23 64. According to the Initial SOFA, Ms. Gilmore made no payments or transfers in the two
24 years prior to filing for bankruptcy relief.

25 65. According to the Initial Statement of Intention, Ms. Gilmore owns no property which she
26 intended to either surrender or retain.

27 //

E. THE DEFENDANTS FILE AMENDED BANKRUPTCY DOCUMENTS FOR MARY ANN GILMORE

66. On May 3, 2017, the Ashcraft Firm, by and through Ms. Ashcraft, filed amended schedules (each an “Amended Schedule” and together, the “Amended Schedules”), Statement of Financial Affairs (“Amended SOFA”), Statement of Intention for Individuals Filing Under Chapter 7 (“Amended Statement of Intention”), and Amended Chapter 7 Statement of Your Current Monthly Income (“Amended Form 122A-1”) (collectively, “Amended Bankruptcy Documents”) on behalf of Ms. Gilmore.

67. True and correct copies of the Amended Bankruptcy Documents are attached as Exhibit “9,” and incorporated herein by reference.

68. Each of the Amended Bankruptcy Documents includes a scanned image of Ms. Gilmore’s original signature.

69. According to Amended A/B, Ms. Gilmore owns personal property with a combined value of \$27,199, including two cars, household goods, electronics, clothing, deposits of money, a retirement account, and a tax refund.

70. On Amended Schedule C, Ms. Gilmore claims an exemption for each of the categories of personal property disclosed on Amended Schedule A/B.

71. According to Amended Schedule G, Ms. Gilmore has an unexpired purchase contract with Ally Finance for a 2010 Cadillac CTS.

72. According to Amended Schedule I, Ms. Gilmore has total monthly income of \$4,430.67.

73. According to Amended Schedule J, Ms. Gilmore has total monthly expenses of \$4,411.

74. According to the Amended SOFA, Ms. Gilmore received gross income of \$15,148.49 from January 1, 2017, until May 2, 2017; \$52,019 from January 1, 2016, until December 31, 2016; and \$58,864.87 from January 1, 2015, until December 31, 2015.

75. According to the Amended SOFA, Ms. Gilmore made payments to the Ashcraft Firm within one year before filing for bankruptcy.

76. Plaintiff is informed and believes that Ms. Ashcraft certified and filed the Petition

1 knowing that the Initial Bankruptcy Documents were materially inaccurate.

2 77. Plaintiff is informed and believes that Ms. Gilmore was not aware that the Initial
3 Schedules disclosed that she owned no personal property.

4 78. Plaintiff is informed and believes that Ms. Gilmore reviewed and signed only one set of
5 schedules, those that the Defendants filed as the Amended Schedules.

6 79. The Defendants filed the Initial Schedules, Initial SOFA, and Initial Statement of
7 Intention without Ms. Gilmore's knowledge or consent.

8 80. Plaintiff is informed and believes that a judgment ("Judgment") was entered against Ms.
9 Gilmore shortly before she contacted the Defendants, and that she disclosed the Judgment to the
10 Defendants during the process of preparing her bankruptcy documents.

11 81. The Defendants failed to disclose the Judgment in the Initial SOFA or the Amended
12 SOFA.

13 82. Amended Schedule J, which had been prepared and filed on behalf of Ms. Gilmore by the
14 Defendants, failed to disclose that Ms. Gilmore had a \$250 monthly obligation to pay BK Billing even
15 though the monthly expense resulted from Defendants' financial arrangements with Ms. Gilmore.

16 **F. THE DEFENDANTS DO NOT IDENTIFY BK BILLING IN THEIR FEE**
17 **DISCLOSURES**

18 83. The Defendants represent in the Disclosure of Compensation of Attorney for Debtor(s)
19 ("Initial Fee Disclosure") filed with the Initial Bankruptcy Documents, certified and filed by Ms.
20 Ashcraft on May 2, 2017, that the Ashcraft Firm agreed to accept \$0 for legal services, received \$0 for
21 legal services prior to filing Ms. Gilmore's case, and \$0 remained due.

22 84. The Defendants represent in the Initial Fee Disclosure that \$0 of the filing fee had been
23 paid as of May 2, 2017.

24 85. The Defendants do not disclose in the Initial Fee Disclosure that the Ashcraft Firm
25 advanced the filing fee on Ms. Gilmore's behalf.

26 86. The Defendants represent in the Initial Fee Disclosure that the Defendants have "not
27 agreed to share the above-disclosed compensation with any other person unless they are members and
28

1 associates of my law firm.”

2 87. On May 3, 2017, the Ashcraft Firm, by and through Ms. Ashcraft, filed an amended
3 Disclosure of Compensation of Attorney for Debtor(s) (“Amended Fee Disclosure) filed with the
4 Amended Bankruptcy Documents, certified by Ms. Ashcraft on May 2, 2017.

5 88. The Defendants represents in the Amended Fee Disclosure that the Ashcraft Firm agreed
6 to accept \$3,000 for legal services, received \$0 from Ms. Gilmore prior to filing the Amended Fee
7 Disclosure, and \$3,000 remained due.

8 89. The Defendants represented in the Amended Fee Disclosure that the Ashcraft Firm paid
9 the filing fee, as well as the costs associated with debt counseling and obtaining Ms. Gilmore’s credit
10 report.

11 90. The Defendants represented in the Amended Fee Disclosure that the “source of
12 compensation paid to me is . . . Debtor.”

13 91. The Defendants represented in the Amended Fee Disclosure that the Defendants have
14 “not agreed to share the above-disclosed compensation with any other person unless they are members
15 and associates of my law firm.”

16 **G. THE ASHCRAFT FIRM SELLS THE RIGHT TO COLLECT THE FEES DUE FROM**
17 **MS. GILMORE TO BK BILLING.**

18 92. Plaintiff is informed and believes that, shortly after filing Ms. Gilmore’s case, the
19 Ashcraft Firm assigned to BK Billing the right to collect the balance of unpaid fees from Ms. Gilmore.

20 93. The Plaintiff is informed and believes that the Ashcraft Firm received \$2,100 from BK
21 Billing in exchange for the right to collect the balance of unpaid fees from Ms. Gilmore.

22 94. Ms. Gilmore remains obligated to pay \$3,000, representing \$2,100 in attorneys’ fees, and
23 a \$900 undisclosed finance/interest charge in favor of BK Billing.

24 95. The Ashcraft Firm has never filed any document disclosing the \$2,100 payment received
25 from BK Billing.

26 96. On or about June 2, 2017, BK Billing withdrew \$250 by performing an ACH withdrawal
27 from Ms. Gilmore’s bank account pursuant to the Direct-Debit Agreement.
28

H. THE ASHCRAFT FIRM HAS INCREASED ITS RATES SINCE IMPLEMENTING THE ZERO DOWN MODEL

97. According to Court records, from January 1, 2017, until March 31, 2017, the Ashcraft Firm filed 23 consumer Chapter 7 bankruptcy cases in the Central District of California.

98. According to Court records, the Ashcraft Firm charged an average fee of \$1,165 in the Chapter 7 cases it filed from January 1, 2017, until March 31, 2017, in the Central District of California.

99. Since implementing the Zero Down Model in or around April 2017, the Ashcraft Firm has filed substantially more consumer bankruptcy cases compared to the preceding months, filing 90 consumer Chapter 7 cases in the Central District of California between May 1, 2017 and June 30, 2017.

100. The Ashcraft Firm has more than doubled its fee for filing a Chapter 7 case since implementing the Zero Down Model, charging an average fee of \$2,410.51 in the Chapter 7 cases it filed from May 1, 2017, until June 30, 2017, in the Central District of California..

101. Upon information and belief, the Ashcraft Firm has engaged in misconduct similar to that described herein in at least fifty other bankruptcy cases they filed in the year 2017 in the Central District of California, including but not limited to: (1) *In re Dresser*, case number 6:17-bk-14345-MJ; (2) *In re Virga*, case number 6:17-bk-14357-MJ; (3) *In re Wimer*, case number 6:17-bk-14507-MJ; (4) *In re Haywood*, case number 6:17-bk-14659-MJ; (5) *In re Hoffman*, case number 6:17-bk-14733-MJ; and (6) *In re Hiatt*, case number 6:17-bk-14911-MJ (collectively, “Zero Money Down Cases”).

102. Plaintiff is informed and believes that the debtors in the Zero Money Down Cases are assisted persons within the definition of 11 U.S.C. § 101(3).

FIRST CLAIM FOR RELIEF

11 U.S.C §§ 526(c)(1), 528

(Contract Voidance for Violation of 11 U.S.C. § 528(a)(1)(B))

103. Plaintiff re-alleges and incorporates by reference each of the allegations contained in paragraphs 1 through 102 above, inclusive, as if set forth fully at this point.

104. The Defendants did not clearly and conspicuously disclose to Ms. Gilmore that collection on pre-petition claims consisting of attorney’s fees and the filing fee violates the discharge injunction

1 and/or automatic stay.

2 105. The Defendants did not clearly and conspicuously disclose to Ms. Gilmore that under the
3 Zero Down Model she would be charged an interest rate exceeding 40% of her fees. The total amount
4 of the interest payments, or that the rate of interest charged to her, exceeds the maximum interest rate
5 permissible under applicable California law.

6 106. The Pre- and Post-Petition Services Contracts fail to comply with the material
7 requirements of 11 U.S.C. § 528(a)(1)(B), and the Ashcraft Firm knew or should have known this.

8 107. The Court should void the Pre-Petition Services Contract and the Post-Petition Services
9 Contract pursuant to 11 U.S.C. §§ 526(c)(1).

10 **SECOND CLAIM FOR RELIEF**

11 **11 U.S.C. § 329(b) and Fed. R. Bankr. P. 2017**

12 **(Disgorgement of Fees and Cancellation of Contract)**

13 108. Plaintiff re-alleges and incorporates by reference each of the allegations contained
14 in paragraphs 1 through 107 above, inclusive, as if set forth fully at this point.

15 109. Plaintiff is informed and believes that the Defendants consulted with Ms. Gilmore pre-
16 petition, completed Ms. Gilmore's bankruptcy documents pre-petition, and used appearance counsel to
17 represent Ms. Gilmore at her initial 341(a) meeting of creditors.

18 110. The \$3,000 that Ms. Gilmore is paying to the Defendants for post-petition services
19 exceeds the reasonable value of the services provided to Ms. Gilmore.

20 111. The Court should cancel the Pre-and Post-Petition Contracts and order the Defendants,
21 jointly and severally, to disgorge all fees back to the Debtor and determine that no further fees are owed
22 by Ms. Gilmore pursuant to 11 U.S.C. § 329(b) and Fed. R. Bankr. P. 2017.

THIRD CLAIM FOR RELIEF

11 U.S.C. §§ 105(a) and 329(a) and Fed. R. Bankr. P. 2016

(Disgorgement of Fees for Failure to Disclose Compensation)

112. Plaintiff re-alleges and incorporates by reference each of the allegations contained in paragraphs 1 through 111 above, inclusive, as if set forth fully at this point.

113. The Defendants failed to accurately disclose in either the Initial Fee Disclosure or the Amended Fee Disclosure, without limitation: (a) the Ashcraft Firm's advance of the filing fee to Ms. Gilmore; (b) Ms. Gilmore's financing charges; (c) the delineation between pre- and post-petition services; and (d) the Ashcraft Firm's agreement with BK Billing, including their financing.

114. The Court should order the Defendants, jointly and severally, to disgorge the entirety of any payments that they received from Ms. Gilmore pursuant to 11 U.S.C. §§ 105(a) and 329(a), and Fed. R. Bankr. P. 2016.

FOURTH CLAIM FOR RELIEF

11 U.S.C §§ 526(a)(3)(B), 526(c)(5)

(Civil Penalties for Misrepresenting Services that Will be Provided)

115. Plaintiff re-alleges and incorporates by reference each of the allegations contained in paragraphs 1 through 114 above, inclusive, as if set forth fully at this point.

116. The Defendants failed to disclose to Ms. Gilmore that they would file an incomplete set of bankruptcy documents.

117. The Defendants failed to disclose to Ms. Gilmore that they would represent to the Court that Ms. Gilmore certified in the Initial Schedules that she held no personal property, among other deficiencies in the Initial Schedules.

118. The Ashcraft Firm misrepresented to Ms. Gilmore, directly or indirectly, affirmatively or by material omission: (1) that they would use Ms. Gilmore's electronic signature to certify false information about her assets and liabilities in the Initial Schedules; and (2) the risks they imposed on her by filing false information about her assets and liabilities.

119. Plaintiff is informed and believes that the Defendants made similar misrepresentations

1 and/or non-disclosures to all or nearly all of the debtors in the Zero Down Model Cases directly or
2 indirectly, affirmatively or by material omission.

3 120. The Defendants' misrepresentations and/or nondisclosures were intentional and/or part of
4 a clear and consistent pattern or practice.

5 121. The Court should enjoin the Defendants from further violations of 11 U.S.C. § 526(a)(3)
6 as specified in the Complaint, and assess against the Defendants, jointly and severally, a civil penalty in
7 an amount to be determined at trial.

8 **FIFTH CLAIM FOR RELIEF**

9 **11 U.S.C §§ 526(a)(2), 526(c)(5)**

10 **(Civil Penalties for Intentional and/or Pattern and Practice of Untrue and Misleading Statements**
11 **in Documents Filed with the Court)**

12 122. Plaintiff re-alleges and incorporates by reference each of the allegations contained
13 in paragraphs 1 through 121 above, inclusive, as if set forth fully at this point.

14 123. The Defendants made and/or caused to be made untrue and misleading statements in
15 documents filed in Ms. Gilmore's case including without limitation: (a) Initial Schedule A/B; (c) Initial
16 Schedule C; (d) Initial Schedule E/F; (e) Initial Schedule G; (f) Initial Schedule I; (g) Initial Schedule J;
17 (h) Initial SOFA; (i) the Initial Statement of Intention; (j) Amended Form 122A-1; (k) the Amended
18 Statement of Intention; (l) the Initial Fee Disclosure; and (m) the Amended Fee Disclosure (the "Untrue
19 and Misleading Statements").

20 124. The Defendants made the Untrue and Misleading Statements intentionally and/or as part
21 of a consistent pattern or practice in Ms. Gilmore's case and in the Zero Down Model Cases.

22 125. The Court should enjoin the Defendants from further violations of 11 U.S.C. § 526(a)(2)
23 as specified in the Complaint, and assess against the Defendants, jointly and severally, a civil penalty in
24 an amount to be determined at trial.

25 //

26 //

27 //

SIXTH CLAIM FOR RELIEF

11 U.S.C. § 105(a), Inherent Authority of the Court

(Monetary Sanctions for the Filing of Documents Not Properly Executed)

126. Plaintiff re-alleges and incorporates by reference each of the allegations contained in paragraphs 1 through 125 above, inclusive, as if set forth fully herein.

127. Plaintiff is informed and believes that the Defendants filed the Initial Schedules, Initial SOFA, and Initial Statement of Intention without obtaining Ms. Gilmore's informed consent.

128. Pursuant to 11 U.S.C. § 105(a), Local Bankruptcy Rule 5005-4(a), and the Court's inherent authority, the Court should impose monetary sanctions in an amount to be determined at trial against the Defendants, jointly and severally, for filing documents with the Court without Ms. Gilmore's signature.

SEVENTH CLAIM FOR RELIEF

(Injunctive Relief Against Ashcraft Firm for Failure to Make

Disclosures Required by 11 U.S.C. § 528 on the Ashcraft Website)

129. The Plaintiff re-alleges and incorporates by reference each of the allegations contained in paragraphs 1 through 128 above, inclusive, as if set forth fully herein.

130. The Ashcraft Website includes advertisements for bankruptcy services.

131. The Ashcraft Website is directed to the general public.

132. At all relevant times, the Ashcraft Website did not clearly and conspicuously use the statement, "We are a debt relief agency. We help people file for bankruptcy relief under the Bankruptcy Code.," or a substantially similar statement.

133. Pursuant to 11 U.S.C. § 526(c)(5), the Ashcraft Firm is subject to an injunction enjoining the violations of 11 U.S.C. § 528 as specified in the complaint, and a civil penalty.

EIGHTH CLAIM FOR RELIEF

(Referral of the Ashcraft Firm and Ms. Ashcraft to the Central District Bankruptcy Court

Disciplinary Committee)

134. Plaintiff re-alleges and incorporates by reference each of the allegations contained in

paragraphs 1 through 133 above, inclusive, as if set forth fully herein.

135. Plaintiff requests that the Defendants each be referred by the Court to the Standing Committee on Discipline under this Court's General Order 96-05 and Central District Local Bankruptcy Rule 83.3.1.1 on several grounds including, but not limited to, any and/or all of the following:

A. The violations of 11 U.S.C. § 526(a)(1), (a)(2), and (a)(3);

B. The failure to provide competent legal advice and/or legal services in violation of California Rule of Professional Conduct 3-110;

C. Restrictions against lending arrangements from attorney to client under California Rule of Professional Conduct 4-210;

D. The charging of an unconscionable fee in violation of California Rule of Professional Conduct 4-200;

E. Violating the duty of candor pursuant to California Business and Professions Code § 6068(d); and,

F. As otherwise shown at the time of trial.

PRAYER FOR RELIEF

1. For an order voiding the Pre- and Post-Petition Services Contract and Direct-Debit Agreement under 11 U.S.C. § 526(c)(1), and disallowing any fees or costs;

2. For an appropriate civil penalty against the Ashcraft Firm and/or Ms. Ashcraft pursuant to 11 U.S.C. § 526(c)(5)(B), in an amount to be established at the time of trial;

3. For a permanent injunction pursuant to 11 U.S.C. § 526(c)(5)(A) against the Ashcraft Firm and/or Ms. Ashcraft from future violation(s) of 11 U.S.C. § 526(a) and § 528;

4. For the cancellation of the Pre- and Post-Petition Contracts;

5. For disgorgement pursuant to 11 U.S.C. § 329 of any and all compensation received by the Ashcraft Firm and Ms. Ashcraft from legal services provided in Ms. Gilmore's case;

6. For sanctions against Ms. Ashcraft and the Ashcraft Firm pursuant to 11 U.S.C. §105(a), Local Bankruptcy Rule 5005-4(a) and the Court's inherent authority;

7. For referral of the Ashcraft Firm and Ms. Ashcraft to the Standing Committee on

Discipline under this Court's General Order 96-05 and Central District Local Bankruptcy Rule 83.3.1.1;

8. For attorney's fees, to the extent allowed by applicable law;

9. For the costs of suit; and,

10. For such other and further relief as the Court deems just and proper.

Dated: December 12, 2017

UNITED STATES TRUSTEE FOR THE
CENTRAL DISTRICT OF CALIFORNIA
REGION 16

By: /s/ Mohammad Tehrani
Mohammad Tehrani
Attorney for the U.S. Trustee



Accounts Receivable Assignment Agreement

This Accounts Receivable Assignment Agreement is made and entered into on:

Date: •

MM/DD/YYYY

in Salt Lake City, Utah by and between BK Billing, LLC and "Firm":

Law Firm: •

This Accounts Receivable Assignment Agreement ("**Agreement**") is effective as of the date of full execution of this Agreement (the "**Effective Date**"), and is made and entered into by and between BK Billing, LLC, a Utah limited liability company ("**BK Billing**"), and the undersigned counterparty (the "**Firm**"). BK Billing and the Firm are individually, a "**party**," and collectively, the "**parties**."

Recitals

WHEREAS, BK Billing is a finance company that offers various services including accounts receivable factoring and purchasing accounts receivable;

WHEREAS, the Firm owns and operates a law firm that provides legal services (the "**Services**") related to the filing of personal bankruptcies on behalf of the Firm's retained bankruptcy clients (the "**Client**"); and

WHEREAS, the Firm wishes to sell to BK Billing the accounts receivable associated with the Firm's Client contracts (each a "**Contract**" or collectively "**Contracts**") for post-petition legal services (the "**Transferred Accounts**" or each a "**Transferred Account**"); and

WHEREAS, for purposes of the Agreement, the Transferred Accounts shall be deemed to be comprised of the Firm's Client contracts uploaded to the BK Billing online portal, the accounts receivable of which is subsequently purchased by BK Billing by means of BK Billing accepting such contract in its online portal; and

WHEREAS, pursuant to this Agreement, the Firm shall sell to BK Billing the accounts receivable associated with the Transferred Accounts at the Purchase Price, as defined below in Section 1.

NOW, THEREFORE, in consideration of the foregoing preamble and recitals, which are incorporated in full in this Agreement, and the following covenants, promises, representations, and warranties, the receipt and sufficiency of which the parties acknowledge and agree, the parties agree as follows:

Agreement

1. **Purchase Price.** The Firm shall sell to BK Billing the accounts receivable associated with Transferred Accounts at the amount of seventy percent (70%) of the total contractual value of the Transferred Account (the "**Purchase Price**"). BK Billing will pay the Purchase Price to the Firm within two to three business days after BK Billing's approval of the Firm's Transferred Accounts uploaded to the BK Billing online portal.
 - 1.1 **Onboarding Fee.** The Firm shall pay to BK Billing a set-up fee of \$ 199 for onboarding the Firm into the BK Billing system. The one-time set-up fee will be paid out of the Firm's first funding from BK Billing for Transferred Accounts.
 - 1.2 **Processing Fee.** The Firm shall pay to BK Billing a fee of \$ 25 for processing for each contract uploaded to BK Billing. The processing fee will be paid out of each funding from BK Billing.
2. **Term.** The initial term ("**Initial Term**") of this Agreement will begin on the Effective Date and continue for a period of one year, unless earlier terminated in accordance with this Agreement. If this Agreement is not terminated during the Initial Term, this Agreement shall automatically renew for successive one month periods (each a "**Renewal Term**," and together with the Initial Term, the "**Term**").
3. **Termination.** This Agreement may be terminated as follows: (a) as required by law; (b) by written agreement of the parties; (c) upon the expiration of the then-existing Term pursuant to written notice delivered by either party to the other party at least 30 days prior to the expiration of the then-existing Term; (d) ten (10) days after a non-breaching party has delivered written notice of a breach of this Agreement to the breaching party and such breach remains uncured; (e) immediately by BK Billing due to suspension, revocation or non-renewal of the Firm's license, certification, accreditation or any other government authorization required for the Firm to provide its legal services in compliance with all applicable laws and regulations; (f) immediately by BK Billing upon the breach of any representation or warranty by the Firm hereunder. Upon termination of this Agreement, neither party will have any further obligations to the other party except for any obligations that accrued prior to the date of termination and those obligations that expressly survive the expiration or early termination of this Agreement.
4. **Responsibilities of the Firm.**
 - 4.1 **Standards.** To support BK Billing's efforts to collect on the Transferred Accounts, the Firm shall provide all the Services the Firm contracted to provide to the Client within a reasonable period following the effective date of the Contract, and such Services will be provided in accordance with all applicable laws and regulations and generally accepted standards of legal practice and management in the relevant community. The Firm agrees to use commercially reasonable efforts to maintain and demonstrate to BK Billing on reasonable written request by BK Billing throughout the Term of this Agreement, maintenance of, and compliance related to the following:
 - (a) Applicable licensures governing the Firm's business, in good standing, under applicable state and federal law, which license has not have been suspended, revoked or restricted in any manner; and

(b) Admission to all appropriate hearing, courts and forums.

4.2 Engagement Agreement. The Firm does hereby affirm, represent and warrant that: (a) the Transferred Account discloses the existence or potential existence of this Agreement; (b) Client has been provided an opportunity to ask the Firm questions regarding the sale or potential sale of the account; (c) Client has acknowledged Firm has answered all such questions to Client's satisfaction; (d) Client has explicitly consented in writing to the Firm's assignment of the accounts receivable associated with the Transferred Account; and (e) Client has explicitly consented in writing to the Firm's disclosure of certain Client information necessary for the collection of the accounts receivable, such as the Client's name, address and phone number together with a copy of the Transferred Account. The Firm does hereby acknowledge and agree that BK Billing may and shall rely on the representations and warranties contained herein. In the event any of the above is untrue, the Firm shall buyback the accounts receivable associated with the subject Transferred Account pursuant to the terms of Section 4.6 below. Notwithstanding the foregoing, BK Billing shall have the right to approve of Firm's form engagement agreement prior to accepting any Transferred Account, and the Firm shall notify BK Billing of any changes made thereto. Such engagement agreement may contain language such as the following:

"You acknowledge and agree that we may assign the accounts receivable associated with your account to BK Billing. You agree that you have received all the information you deem necessary regarding the transfer of such accounts receivable and have had adequate opportunity to discuss the same with your advisors. You also agree to remit payment hereunder to BK Billing pursuant to a mutually agreeable payment authorization form."

4.3 Payment Authorization and Cooperation. The Firm agrees to cause any Transferred Account Clients accepted by BK Billing to enter into and execute a mutually agreeable payment authorization form. Furthermore, the Firm agrees that in the event that Transferred Account payments are directed to the Firm, the Firm will immediately notify BK Billing and will make arrangements to immediately forward collected amounts to BK Billing, which obligation shall survive termination or expiration of this Agreement for any reason.

4.4 Cooperation with Collection of Transferred Accounts. The Firm shall cooperate with the collections by BK Billing of the Transferred Accounts, including, but not limited to providing evidence reasonably required for any legal action, arbitration, or mediation instituted by BK Billing for collection purposes, and permitting BK Billing to use the Firm's name, address, and telephone number for collection purposes. Notwithstanding anything herein to the contrary, prior to BK Billing commencing any legal action, arbitration, or mediation against the Client, BK Billing shall first provide the Firm with 10-days prior notice of such action and the opportunity to buyback the accounts receivable associated with such Transferred Account within said period at Buyback Purchase Price, defined below.

4.5 Representations and Warranties. The Firm represents and warrants to BK Billing that: (a) the Firm owns the Transferred Accounts, and all accounts receivable associated therewith, free and clear of all liens, encumbrances, levies, mortgages, pledges, or other claims (collectively, "**Liens**"); (b) to the best of its knowledge after due inquiry, it has no notice of any claims, whether actual or threatened, in connection with the Transferred Accounts; (c) the Firm has not taken or received any payment, other than the Purchase Price, relating to the accounts receivable associated with the Transferred Accounts purchased by BK Billing hereunder; and (d) the Firm shall fully complete the Services contracted for under the Transferred Account in accordance with the terms herein.

4.6 Buyback. In the event of a breach by the Firm of any representation or warranty in this Agreement, the Firm shall purchase from BK Billing the accounts receivable associated with the subject Transferred Account within 10-days of BK Billing's notice of such breach, and in an amount equal to the Purchase Price minus the amount BK Billing previously collected thereon (the "**Buyback Purchase Price**").

4.7 Indemnity. The Firm shall defend, indemnify, and hold harmless BK Billing from and against any and all claims, causes of action, damages, fines, judgments, penalties, costs, liabilities, losses or expenses (including attorney's fees), arising out of the Firm's breach of any representation or warranty in this Agreement.

5. Responsibilities of BK Billing.

5.1 Use of Name and Contact Information. BK Billing agrees that the Firm may use BK Billing's name, address, and telephone number related to the Firm's provision of Services to the Clients and its sale of Transferred Accounts to BK Billing.

5.2 Use of Client Information and Sale of Account Receivables. BK Billing agrees to only use Client information provided under this Agreement for the collection of payments owed hereunder, and shall use commercially reasonable efforts to safeguard such information. In the event that BK Billing elects to sell an account receivable associated with a Transferred Account, BK Billing shall notify the Firm prior to any such sale and the Firm shall have the right to buyback the same at the Buyback Purchase Price within ten (10) days thereafter. Provided, however, that the buyback rights in this Section shall not apply to a sale of substantially all of the assets of BK Billing or the sale or transfer of the corporate equity of BK Billing.

5.3 No Interference. BK Billing shall not interfere with or influence the Firm regarding any legal decisions the Firm makes on behalf of the Client and its Services.

5.4 Client Credit Reporting.

(a) Negative Credit Reporting. BK Billing shall not report any negative information regarding a Client to any credit bureau unless BK Billing is unable to collect an amount owed by said Client within ninety (90) days after the due date thereof. Provided, however, BK Billing shall notify the Firm prior to making any such negative report, and the Firm shall have the right to buyback the same at the Buyback Purchase Price within ten (10) days thereafter.

(b) Positive Credit Reporting. In the event that the Client elects to have BK Billing report a Client's positive payment history to any credit bureau and Client provides BK Billing with all necessary information for such reporting, including, but not limited to, Client's social security number, BK Billing shall report the same pursuant to BK Billing's internal reporting guidelines and schedules.

6. Compliance Matters.

6.1 BK Billing and the Firm shall, at all times during the Term of this Agreement, perform its obligations hereunder in full compliance with all applicable federal, state or local laws and regulations.

6.2 Under no circumstances is the Firm's attorney-client relationship with Client being transferred to BK Billing. The parties each acknowledge that BK Billing is not a law firm. Accordingly, there is no attorney-client relationship between the Firm's Client and BK Billing. The Firm is responsible for all attorney-client and ethical responsibilities associated with a traditional attorney-client relationship with Client.

7. Miscellaneous Provisions.

7.1 Notice. Any notice required or permitted to be given hereunder shall be in writing delivered in person by hand delivery, proof of delivery requested; mailed by first class United States mail, certified or registered mail, return receipt requested, postage pre-paid; or sent by overnight courier, proof of delivery requested, charges prepaid, to BK Billing and the Firm at the addresses listed below, or at such other addresses as BK Billing and the Firm may hereafter designate. All notices shall be deemed given on the date of delivery if delivered in person or two business days after such notice is deposited in the United States mail, or the next day after the date deposited with an overnight courier.

If to BK Billing:

BK Billing, LLC
P.O. Box 257
Draper, UT 84020

If to Firm:

Law Firm: •

Name: •

Address:

7.2 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof, and the parties shall agree upon a replacement provision for such invalid or unenforceable provision.

7.3 Assignment. The Firm may assign its rights or duties herein without BK Billing's prior written consent. Any assignment not permitted hereunder will be null and void.

7.4 Governing Law, Venue, Attorney's Fees. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah. The exclusive venue for any judicial action arising out of this Agreement shall be the federal and state courts of competent jurisdiction located in Salt Lake City, Utah, and the parties waive any objection that such forum is inconvenient. The prevailing party in any such action shall be entitled to collect from the non-prevailing party its reasonable costs, fees, and expenses, including, attorneys' fees, travel and lodging costs, costs of depositions, expert witness fees, and court costs. These remedies are without limitation to other rights and remedies available to a party under this Agreement, at law, or in equity.

7.5 Liability for Obligations. Nothing contained in this Agreement shall cause either party to be liable or responsible for any third-party debt, liability, or obligation of the other party other than obligations under the terms of this Agreement, unless such liability or responsibility is expressly assumed in writing by the party sought to be charged therewith.

7.6 Waiver of Rights upon Payment. In consideration of the Purchase Price for each Transferred Account: (a) the Firm transfers and assigns to BK Billing all right, title, and interest in and to only the accounts receivable associated with each applicable Transferred Account; and (b) the Firm for itself and its affiliates, and each of their affiliates, shareholders, directors, officers, members, managers, employees, agents, representatives, contractors, attorneys, insurers, successors, heirs, assigns, and patients, hereby fully, finally, irrevocably and unconditionally forever waives any and all rights and claims of any and every kind and nature whatsoever relating to the accounts receivable associated with each applicable assigned Transferred Account, including entitlement to any payment for the Firm's Services thereunder.

7.7 No Waiver of Breach. Any waiver by a party hereto concerning a breach of any provision of this Agreement will not operate or be construed as a waiver of such provision at any other time or of any other provision hereof at any time. A waiver of any provision in this Agreement must be in writing and signed by the party providing the waiver.

7.8 Counterparts. This Agreement may be executed in one or more counterparts, may be executed by electronic signature, and may be exchanged by facsimile or electronic transmission, each of which will be deemed an original for all purposes, but all of which taken together will constitute one and the same document.

7.9 Further Assurances. The parties agree to do all acts and to make, execute and deliver such written instruments as will from time to time be reasonably required to carry out the terms and provisions of this Agreement.

7.10 Entire Agreement. This Agreement, together with the attachments attached hereto as of the Effective Date or attachments made thereafter pursuant to the terms of this Agreement (which attachments are included in full in this Agreement by this reference), contains the entire agreement between the parties and shall supersede any prior agreements or understandings of the party, whether oral or written, concerning the subject matter hereof. If a term of this Agreement conflicts with a term in any attachment, the conflicting term in the attachment shall prevail, but all other non-conflicting provisions in either document shall continue to be valid and enforceable. Any terms not contained in this Agreement are not a part of this Agreement. Any change, addition, or amendment may only be made by written agreement executed by both parties.

7.11 Confidentiality. The parties to this Agreement shall treat and maintain its terms and contents as strictly confidential, and will also treat as confidential any information concerning the contents of this Agreement. Such information may only be disclosed where such disclosure is expressly and specifically required, such as by a party's employees who are on a "need-to-know" basis to perform a party's obligations hereunder, by law or court order, or to persons who owe a duty of confidentiality to the disclosing party, such as an accountant, banker, or attorney.

7.12 No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligations that may be possessed by such third party.

7.13 Disclaimers. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, INDEMNITY OBLIGATIONS (INCLUDING ATTORNEY'S FEES OBLIGATIONS), AND ATTORNEY'S FEES TO ENFORCE THIS AGREEMENT: (A) INNO**

EVENT WILL EITHER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, WHETHER ARISING IN TORT, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND, (B) A PARTY'S MAXIMUM CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF THE AMOUNT ACTUALLY PAID OR PAYABLE TO FIRM UNDER THIS AGREEMENT FOR TRANSFERRED ACCOUNTS.

7.14 Survival. The following Sections of this Agreement shall survive termination or expiration of this Agreement for any reason: 4.3, but only as described therein, 4.4, 4.5, 4.6, 4.7, 5.2, 5.3, 5.4, 6.2, 7.5, 7.6, 7.11, 7.13 and 7.14.

Entity Name: *	<input type="text"/>		
Entity Representative: *	<input type="text"/>		
Entity Type: *	<input type="radio"/> LLC <input type="radio"/> Sole Proprietor	<input type="radio"/> S-Corporation <input type="radio"/> Partnership	<input type="radio"/> C-Corporation
State Incorporated: *	<input type="text"/>		
EIN or SSN: *	<input type="text"/>		
Email: *	<input type="text"/>		
Phone: *	<input type="text" value="###"/>	<input type="text" value="###"/>	<input type="text" value="####"/>

By clicking SUBMIT, you are providing your signature. You also declare that you are authorized to enter into this contract on behalf of the "Entity Name" above. You will be contacted once your agreement has been approved.

SUBMIT



Welcome to BK Billing!

There are two keys to the BK Billing program: Bifurcation and Funding.

You bifurcate the case. We fund the case. We then collect the post-filing debtor payments on your behalf. We report the post-filing payments positively to the Credit Bureaus to rebuild your client's credit.

How bifurcation works:

Clients want to file their case quickly – they have judgments and garnishments. Attorneys need to get paid for their services. How do you file a case as quickly as possible while ensuring payment from the client? The key is bifurcation – unbundle your legal services and create a legally enforceable right to your post-petition legal services.

Collection on pre-filing services is subject to the automatic stay and discharge order. However, unbundling your legal services into “pre-filing services” and “post-filing services” will create a legally enforceable right to be paid for your post-petition services.

The result: Clients can file their skeletal case with zero-down or low-money down payment options.

Attached to your welcome e-mail is an example of a two-contract retainer agreement used by attorneys to bifurcate pre-filing and post-filing fees. Attorneys tailor this contract to their specific needs. The key is proper disclosure! Clients need to be fully advised of the specific services their attorney will perform as part of the pre-petition agreement and the post-petition agreement.

The two-contract model discloses in the pre-petition contract that a second contract must be signed post-petition and identifies the attorney's fees for the post-petition services needed to complete the bankruptcy. For example, *In re Abdel-Hak*, 2012 Bankr. LEXIS 5393 (Bankr. E.D. Mich. Nov. 16, 2012); *In re Lawson*, 437 B.R. 609, 674-75 (Bankr. E.D. Tenn. 2010); *In re Griffin*, 313 B.R. 757, 769-770 (Bankr. N.D. Ill. 2004) (“[T]he legally operative events [of the post-petition contract]-the offer, acceptance, and exchange of consideration ...-must in fact occur after the date of the Chapter 7 filing.”)

Our recurring payment authorization form is also attached to the welcome e-mail and may be found online at BKBilling.com.

Please let us know when you have a case filed and are ready to have a contract funded. We will then show you how to upload an agreement with our software.



How the funding works:

BK Billing's primary relationship is with the attorneys and law firms, and not the debtors.

Here's how the BK Billing program works: An attorney files a Chapter 7 with a post-petition fee agreement for post-petition services for their debtor client. BK Billing funds post-filing fee agreements from \$1,000 to \$5,000 with payment terms of up to 12 months.

An example post-filing fee agreement is \$200 per month for 10 months (\$2,000 total). Once the \$2,000 post-filing fee agreement is signed by the debtor, it is submitted to BK Billing through our cloud-based software. BK Billing will immediately advance 70% of that contract amount directly to the law firm, i.e. \$1,400.

We encourage our attorney clients to build their budget off the 70% advanced to them, as most of the remaining contract balance is taken up with our fees and costs, and covers any debtor defaults on their post-petition fee agreement.

The debtor is always your client. BK Billing handles and manages the accounts receivable on that fee agreement on your behalf. Then, we report the debtor's monthly payments to the Credit Bureaus to help rebuild the debtor's credit.

Please let us know if you have any questions. We look forward to working with you!

CONTRACT FOR PRE-PETITION LEGAL SERVICES IN A CHAPTER 7 BANKRUPTCY CASE

I hereby retain _____ (the "Law Firm") to represent my legal interests in the preparation and filing of a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code.

Pre-petition Services. I understand that the Law Firm is going to charge me \$_____ for the following pre-petition bankruptcy services: meeting and consulting with me as needed; detailed analysis of my client questionnaire; and preparation and filing of a Chapter 7 Voluntary Petition, Statement About Social Security Numbers, Pre-filing Credit Counseling Briefing Certificate and List of Creditors. I also understand that the Law Firm may incur costs for items such as credit reports and tax transcripts for which it will not seek reimbursement. I understand that, once my bankruptcy is filed, I will not be legally obligated to pay any fees for pre-petition services to the Law Firm. If any pre-petition fees are owed to the Law Firm and not paid as of the filing of the bankruptcy case, they will be discharged in the bankruptcy and may not be collected by the Law Firm or its assignees.

Bankruptcy Filing Fee Options. I have been presented two options regarding the filing fee of \$335 that is payable to the Bankruptcy Court, and I elect to (select one):

_____ Pay this cost directly to the Bankruptcy Court all at once OR apply to pay it in installments; OR
_____ Request that the Law Firm pay this cost for me and seek reimbursement of this cost from me.

Post-petition Options. This contract contemplates that the Law Firm will provide all of the necessary services required for commencing a Chapter 7 bankruptcy case on my behalf. The Law Firm's contractual responsibilities will end upon completion of the filing of my bankruptcy case. However, the Law Firm will remain professionally obligated to serve as counsel for Client in the case until the Bankruptcy Court allows the Law Firm to formally withdraw. I understand that there remains post-petition legal work necessary to finish my bankruptcy case and receive a discharge.

After my bankruptcy case is filed, I shall have three options regarding post-petition representation:

- (1) I may retain the Law Firm to represent me in the post-petition proceedings in my case. I will be presented with a second retainer agreement where I will promise to pay attorney's fees in the amount of \$_____ (plus any necessary post-petition costs) for the Law Firm to represent me in the post-petition proceedings in my bankruptcy case, including the following services:
 - Preparation and filing of my Statement of Financial Affairs and Schedules;
 - Preparation for and attendance at my Section 341 Meeting of Creditors;
 - Review and attendance (if necessary) to motions for stay relief;
 - Review of any redemption agreements;
 - Review of any reaffirmation agreements;
 - Follow through with case administration and monitoring;
 - File motions to reopen (if necessary); and
 - Conduct a post-discharge review of my credit report to ensure accurate reporting; OR
- (2) I may seek to retain other legal counsel; OR
- (3) I may proceed without legal representation (pro se). Although I am not prohibited from proceeding pro se, I recognize that choosing this option may result in my proceeding without any legal representation for some portion of my bankruptcy case. If I choose this option, the

Law Firm may seek to withdraw from my representation, but will continue to represent me until such time when the court enters an order authorizing the Law Firm to withdraw as my attorney in the bankruptcy case, or my bankruptcy case is closed or dismissed.

I shall have **ten (10) days** from the date my bankruptcy case is filed to retain the Law Firm for the post-petition services in this case. If I do not formally retain the Law Firm within that period, then I agree and consent to the Law Firm's withdrawal as counsel in this case.

As the Law Firm has duties to me as its client, I likewise have responsibilities. I agree to fully cooperate with the Law Firm. This includes, but is not limited to, providing the Law Firm with all information necessary and related to my bankruptcy case. In addition, I must attend all scheduled Court hearings and meetings. I understand that I am to notify my creditors of my bankruptcy case once my case is filed. I also understand that the Law Firm is not liable or responsible for any illegal collection actions taken by my creditors once my case is filed.

I further understand that, if I am filing a joint case, the use of the personal pronouns "I", "me" or "my" are binding upon each signatory individually. I agree that the laws of the State of _____ are applicable to enforcement of this contract. Moreover, any change in this contract is null and void unless it is in writing and signed by the Law Firm or an agent thereof.

Dated this ____ day of _____, 2017.

Debtor

Co-Debtor (if applicable)

(The Law Firm)

By: _____
Representative

CONTRACT FOR POST-PETITION LEGAL SERVICES IN A CHAPTER 7 BANKRUPTCY CASE

_____ I have been advised that I am not obligated to sign this agreement for legal services and that I may consult with another attorney as to whether I should do so. I have further been advised that I may choose to retain another attorney apart from the Law Firm OR proceed without legal representation (though the Law Firm will continue to represent me until such time when the court enters an order authorizing the Law Firm to withdraw as my attorney in the bankruptcy case, or my bankruptcy case is closed or dismissed). Notwithstanding these disclosures, I agree to the following:

I hereby retain _____ (the "Law Firm") to represent my legal interests in the post-petition proceedings of my bankruptcy case number _____ filed under Chapter 7 of the United States Bankruptcy Code. I promise to pay attorney's fees in the amount of \$_____ (plus any necessary post-petition costs) as a non-refundable, flat fee for the Law Firm to represent me, which representation includes the following services:

- Preparation and filing of my Statement of Financial Affairs and Schedules;
- Preparation for and attendance at my Section 341 Meeting of Creditors;
- Review and attendance (if necessary) to motions for stay relief;
- Review of any redemption agreements;
- Review of any reaffirmation agreements;
- Follow through with case administration and monitoring;
- File motions to reopen (if necessary); and
- Conduct a post-discharge review of my credit report to ensure accurate reporting.

I further understand and agree that any additional professional legal services will be separately engaged and will result in additional fees that are due to the Law Firm, such as: Representation in an Adversary Proceeding); Adding additional creditors to your schedules; and Motion to Reopen and Avoid Lien. I acknowledge and agree that as all of these fees are for post-petition services, they are not dischargeable in my Chapter 7 case. In the event of nonpayment of the agreed-upon fees, the Law Firm may commence legal proceedings for collection.

I understand that the Law Firm may assign my post-petition accounts receivable to BK Billing, LLC. I authorize the Law Firm or BK Billing to communicate with me via e-mail, text, and/or telephone. I explicitly give my consent to the Law Firm to share my client file information with BK Billing, including my contact information and social security number. I acknowledge that my payments to BK Billing will be reported to credit bureaus. I acknowledge that on-time payments can help my credit and late payments can hurt my credit. I have been provided an opportunity to ask the Law Firm questions regarding the Law Firm's accounts receivable assignment agreement with BK Billing. The Law Firm has answered all such questions to my satisfaction.

I agree to submit to the personal jurisdiction of the _____ courts with respect to such action, and _____ law will apply. If such collection procedures shall become necessary, I agree to pay all reasonable costs of such collection, including reasonable attorney fees.

As the Law Firm has duties to me as its client, I likewise have responsibilities. I agree to fully cooperate with the Law Firm. This includes, but is not limited to, providing the Law Firm with all information necessary and related to my bankruptcy case. In addition, I must attend all scheduled Court hearings and meetings. I understand that I am to notify my creditors of my bankruptcy case once my case is filed. I also understand that the Law Firm is not liable or responsible for any illegal collection actions taken by my creditors once my case is filed.

Moreover, any change in this contract is null and void unless it is in writing and signed by the Law Firm.

Dated this ____ day of _____, 2017.

Debtor

Co-Debtor (if applicable)

(The Law Firm)

By: _____
Representative

Recurring Payment Authorization and Consent Form

I, _____, authorize _____ (the "Law Firm"), or BK Billing, LLC ("BK Billing"), an independent billing company, to charge my debit card or bank account indicated below for:

\$ _____, starting on the _____ day of _____, 2017, and recurring, _____ Weekly _____ Bi-Weekly _____ Monthly until the amount of \$ _____ is paid in full.

Debit Card

Cardholder Name: _____

Debit Card Number: _____

Expiration Date: _____ Month _____ Year _____ CVC (3-digit code) _____ Zip Code _____

Checking or Savings Account

Account type: _____ Checking _____ Savings _____

Name on Account: _____

Account Number: _____

Routing Number: _____

Bank Name: _____

Consent and Release of Information

I give my consent that the Law Firm may sell or factor the accounts receivable associated with my contract to BK Billing. I acknowledge my payments would then be made directly to BK Billing on behalf of the Law Firm. I authorize the Law Firm or BK Billing to communicate with me via mail, e-mail, text, and/or telephone. I give my consent for the Law Firm to share my client file information, including my Social Security Number, with BK Billing for the purpose of processing and reporting my payments. I acknowledge that my payments may be reported to the Credit Bureaus. I acknowledge that on-time payments may help my credit and late payments may hurt my credit.

SIGNATURE _____ DATE _____

I understand this authorization will remain in effect until I cancel it in writing. Any termination of this authorization, or changes to my account information, must be given in writing at least 15 days prior to the next billing date. If the above-noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. In the case of an ACH transaction being rejected for Non-Sufficient Funds ("NSF"), I understand that the Law Firm or BK Billing may, at their discretion, attempt to process the charge again within 30 days. I agree to an additional \$25.00 charge for each returned NSF, which charge will be initiated as a separate transaction from the authorized recurring payment. I certify that I am an authorized user of this debit card or bank account and will not dispute these scheduled transactions with my debit card company or bank so long as the transactions correspond to the terms indicated in this authorization form.



25096 Jefferson Avenue, Suite A, Murrieta, CA 92562
951-304-3431 | 951-304-0941 | ashcraftfirm.com

CONTRACT FOR PRE-PETITION LEGAL SERVICES
IN A CHAPTER 7 BANKRUPTCY CASE

I, Mary Ann Gilmore, ("Client") hereby retain the Law Offices of Gregory C. Ashcraft, APC (the Law Firm") to represent my legal interest in the preparation and filing of a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code.

Pre-petition Services. I understand that the Law Firm is going to charge me \$0 for the following pre-petition bankruptcy services: meeting and consulting with me as needed; detailed analysis of my financial situation; and preparation and filing of a Chapter 7 Voluntary Petition, Statement AB out Social Security Numbers, Pre-filing Credit Counseling Briefing Certificate and List of Creditors. I also understand that the Law Firm may incur costs for items such as credit reports and debt counseling courses for which it will not seek reimbursement. I understand that, once my bankruptcy is filed, I will not be legally obligated to pay any fees for pre-petition services to the Law Firm. If any pre-petition fees are owed to the Law Firm and not paid as of the filing of the bankruptcy case, they will be discharged in the bankruptcy and may not be collected by the Law Firm or its assignees.

Bankruptcy Filing Fee Options. I have been presented two options regarding the filing fee of \$335 that is payable to the Bankruptcy Court, and I elect to (select one):

- ☐ Pay this cost directly to the Bankruptcy Court all at once; OR
☒ Request that Law Firm pay this cost for me and seek reimbursement of this cost from me and seek reimbursement of this cost from me.

Post Petition Options. This contract contemplates that the Law Firm will provide all of the necessary services required for commencing a Chapter 7 bankruptcy case on my behalf. The Law Firm's contractual responsibilities will end upon completion of the filing of my bankruptcy case. However, the Law Firm will remain professionally obligated to serve as counsel for Client in the case until the Bankruptcy Court allows the Law Firm to formally withdraw. I understand that there remains post-petition legal work necessary to finish my bankruptcy case and receive a discharge.

After my bankruptcy case is filed, I shall have three options regarding post-petition representation:

- 1) I may retain the Law Firm to represent me in the post-petition proceedings in my case. I will be presented with a second retainer agreement where I promise to pay attorney's fees in the amount of \$3000 (plus any necessary post-petition costs) for the Law Firm to Represent me in the post-petition proceeds in my bankruptcy case, including the following services:
 - Prepare and file my Statement of Financial Affairs and Schedules;
 - Prepare for and attend at my Section 341a Meeting of Creditors
 - Provide me with written instructions as to what to bring to the 341a, directions to the place of the meeting, parking and driving time instructions;
 - Review redemption agreements, if any;
 - Prepare requests to creditors for any needed reaffirmation agreements or lease assumptions;
 - Review any reaffirmation agreements or lease assumptions;
 - Prepare Domestic Support Declaration, if applicable;

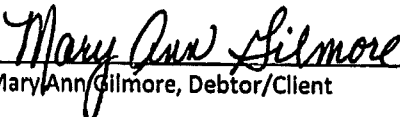
- Prepare Declaration re 60 Day Income of Debtor;
 - Timely transmit to Trustee required tax returns and other documents requested by the Chapter 7 trustee;
 - Remind me of required credit education course and e-file such course when I have completed it; ✕
 - Follow-through with case administration and monitoring;
 - Make available, at no additional cost to me, an on-line 6 week post-discharge credit re-establishment course. ✕
- 2) I may seek to retain other legal counsel; OR
- 3) I may proceed without legal representation (pro se). Although I am not prohibited from proceeding pro se, I recognize that choosing this option may result in my proceeding without any legal representation for some portion of my bankruptcy case. If I choose this option, the Law Firm may seek to withdraw from my representation, but will continue to represent me until such time when the court enters an order authorizing the Law Firm to withdraw as my attorney in the bankruptcy case, or my bankruptcy case is closed or dismissed.

I shall have ten (10) days from the date my bankruptcy case is filed to retain the Law Firm for the post-petition services in this case. If I do not formally retain the Law Firm within that period, then I agree and consent to the Law Firm's withdrawal as counsel in this case.

As the Law Firm has duties to me as its client, I likewise have responsibilities. I agree to fully cooperate with the Law Firm. This includes, but is not limited to, providing the Law Firm with all information necessary and related to my bankruptcy case. In addition, I must attend all scheduled court hearing and meetings. I also understand that the Law Firm is not liable or responsible for any illegal collection actions taken by my creditors once my case is filed.

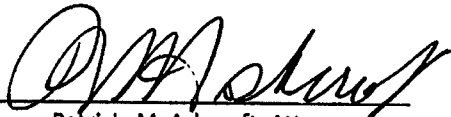
I further understand that, if I am filing a joint case, the use of the personal pronouns, "I", "me" or "my" are binding upon each signatory individually. I agree that the laws of the State of California are applicable to enforcement of this contract. Moreover, any change in this contract is null and void unless it is in writing and signed by the Law Firm or an agent thereof.

Dated this 2nd day of May 2017.


Mary Ann Gilmore, Debtor/Client

N/A
Co-Debtor/Client (if applicable)

The Law Offices of Gregory C. Ashcraft, APC

BY: 
Patricia M. Ashcraft, Attorney

1 UNITED STATES BANKRUPTCY COURT
2 CENTRAL DISTRICT OF CALIFORNIA

3 --oOo--

4 In Re:) Case No. 6:17-bk-13682
5 MARY GILMORE,)
6 Debtor.) Tuesday, June 6, 2017
7) 9:00 a.m.
8)

8 341(a) MEETING

9 TRANSCRIPT OF PROCEEDINGS

10 APPEARANCES:

11 For the Debtor: JOANNE ANDREWS, ESQ.
12 For the United States KARL T. ANDERSON, ESQ.
13 Trustee: 340 South Farrell Drive
14 Suite A210
15 Palm Springs, California 92262
16 (760) 778-4889
17 ABRAM S. FEUERSTEIN, ESQ.
18 Offices of the United States
19 Trustee
20 3801 University Avenue
21 Suite 720
22 Riverside, California 92501
23 (951) 276-6975
24 Transcriber: Briggs Reporting Company, Inc.
25 4455 Morena Boulevard
Suite 104
San Diego, California 92117
(310) 410-4151

24 Proceedings recorded by electronic sound recording;
25 transcript produced by transcription service.

Briggs Reporting Company, Inc.

ii

I N D E X

WITNESSES:

EXAMINATION

MARY A. GILMORE

1

1

1 RIVERSIDE, CALIFORNIA TUESDAY, JUNE 6, 2017 9:00 AM

2 | --o0o--

3 MR. ANDERSON: Number 15 on the calendar, 19 on
4 the record would be Gilmore. Could we have Gilmore, please?

5 | Good morning.

6 MS. ANDREWS: Good morning. Joanne Andrews
7 specially appearing.

8 | MR. ANDERSON: And you're name, ma'am?

9 MS. GILMORE: Mary Ann Gilmore.

10 MR. ANDERSON: Thank you. And if I could have
11 your identification, please, that would be appreciated.
12 Thank you.

13 Ms. Gilmore, thank you very much. Your ID matches
14 our calendar.

15 Please raise your right hand.

16 MARY GILMORE - DEBTOR - SWORN

17 MS. GILMORE: I do.

18 | EXAMINATION

19 | BY MR. ANDERSON:

20 Q Okay. Now have you read the petition --

21 | A Yes.

```
22 | Q      -- the schedules and the statements?
```

23 | A Yes.

24 Q Have you reviewed the petition, the schedules and the
25 statements?

1 A Yes.

2 Q Have you signed the petition, schedules and statements
3 where required?

4 A Yes.

5 Q Are there any changes to be made to the petition,
6 schedules or statements?

7 A No.

8 Q Is your social security number listed correct on the
9 petition?

10 A Yes.

11 Q Is your address listed correctly on the petition?

12 A Yes.

13 Q Have you reviewed the bankruptcy information pamphlet,
14 the green brochure?

15 A Yes.

16 Q Are you subject to a domestic support obligation?

17 A No.

18 Q Is this the first time that you've filed a bankruptcy?

19 A No.

20 Q And the most recent filing was in 1999?

21 A Yes.

22 Q Now, have you listed all of your assets on the
23 schedules?

24 A Yes.

25 Q And do you currently rent where you reside?

1 A Yes.

2 Q Okay. And do you have any lawsuits or claims, active
3 or pending, against third parties?

4 A I had a judgment against me.

5 Q No. Are you suing or --

6 A No, no, no, no, no.

7 Q -- contemplating suing anyone?

8 A No.

9 Q And I also noticed that on the asset schedules A and B,
10 they seem, they appear to be totally blank or devoid of
11 assets. So, for example, they ask you questions, do you own
12 a vehicle? Do you have a vehicle that you own?

13 A Uh-huh. Yes.

14 Q And particular reason you didn't list it?

15 MS. ANDREWS: Were there supplemental schedules
16 filed?

17 MR. ANDERSON: I'm not seeing them on my docket.
18 Perhaps Mr. Feuerstein has updated information that's not
19 available to me at this time.

20 MR. FEUERSTEIN: Well, maybe I can just clarify.
21 This is Abram Feuerstein. I'm with the Office of the United
22 States Trustee. And I do have some questions, but to assist
23 the Trustee in his questioning of you, I think docket number
24 six looks like there might be some amended schedules that
25 were filed.

1 MR. ANDERSON: Okay. Let me -- and this says,
2 "summary of amended schedules." There we go. It describes
3 your vehicles, yes, it does. My apologies, ma'am. And it
4 does list the normal assets one would expect.

5 Mr. Feuerstein, if you have some questions -- I
6 mean, schedules or related.

7 MR. FEUERSTEIN: Well, I guess I do have some
8 questions for you.

9 BY MR. FEUERSTEIN:

10 Q Good day. And as I indicated, my name is Abram
11 Feuerstein. I'm with the Office of the United States
12 Trustee. And the questions that I have relate to the legal
13 services that you received, and what you are paying for the
14 bankruptcy services that you are receiving.

15 A Uh-huh.

16 Q Now, first the Trustee did ask about the fact that you
17 filed schedules, and the schedules listed that you had no
18 personal property, no clothing, no cars. Were you aware of
19 that?

20 A No.

21 Q Well, let me show you those documents because they do
22 indicate that there's an electronic signature from you on
23 those documents. So, for instance, schedule A and B that
24 I'm showing you now, will ask you various questions about
25 whether you own cars, and you can see that question. And as

1 you go further, you should take a moment or two to look at
2 it, but there doesn't appear to be a signature from you
3 electronically.

4 And I'd like you to take a moment and look at those
5 initial schedules with your counsel. Those were the
6 schedules that were filed on May 2nd.

7 A But I own a car.

8 Q Okay. So that, the response, the box that's checked,
9 no, that is not accurate, is that correct?

10 A No, it is not accurate.

11 Q Okay.

12 A I --

13 Q Are there any other inaccuracies that you see on
14 schedule A and B as you go through it. And you might as
15 well go through it.

16 A Okay. I own some television sets, and I own a
17 refrigerator, washer/dryer.

18 Q Okay. So that's different from what's on the --

19 A Right.

20 Q -- paper in front of you.

21 A Yes.

22 Q Okay. Anything else that's different?

23 A I own stuff but it's not valuable. Like it talks about
24 pictures and stuff, that's just some yard sale stuff that --

25 Q Right.

1 A -- you'd still write, yes, on that?

2 Q Well -- but I'm asking you whether it's accurate
3 information.

4 A Okay.

5 BY MR. ANDERSON:

6 Q For example, do you have a bank account?

7 A Yes.

8 Q Okay. How many bank accounts do you own?

9 A I have one.

10 Q "One."

11 BY MR. FEUERSTEIN:

12 Q All right. So that if you were to answer a question
13 no, that you don't have bank accounts, that would not be
14 accurate --

15 A Correct.

16 Q -- is that correct?

17 A Correct.

18 Q All right. Now --

19 A I have clothes. And I have three dogs.

20 Q Do you have a recollection of filling out the schedules
21 that were filed on May 2nd, that have all, that has all of
22 this wrong information?

23 A Yeah. The information -- every question was asked of
24 me and I gave my answers.

25 Q Do you recall doing this twice, filling out the

1 paperwork twice?

2 A No.

3 Q Well, this is a copy of what's known as an electronic
4 filing declaration. Is that your signature? It's dated May
5 2nd.

6 A Yeah, this is my signature. Correct.

7 Q All right. Now, on May 3rd, one day later, these
8 amended schedules were filed. And why don't you look
9 through that and tell me if you recall filling that out and
10 if the information is accurate and truthful.

11 A Okay. Yes, yes. Yes, yes. Number 13, I do have dogs.
12 They're not of value. They're all -- there's more in my
13 401(k) than I didn't know, because it's matched by my
14 employer. Although I don't get it until, for five years.

15 Q So, I guess -- I mean, you have two sets of schedules
16 that were filed. And to the best of your recollection, you
17 only reviewed and signed one set, is that accurate?

18 A But they have both my signatures.

19 Q Well, one of them has an electronic signature, which is
20 a "/s," indicating your signature.

21 A Okay.

22 Q And the amended one has your, what looks like an imaged
23 version of your actual signature.

24 A Okay.

25 Q All right. So -- but to the best of your recollection,

1 you only reviewed one set of papers and signed one set of
2 papers?

3 A Yes.

4 Q All right. And to the best of your recollection, the
5 set of papers that you signed would be the May 3rd one or
6 the May 2nd?

7 A It would be this one, because this one's the accurate
8 one.

9 Q And that would be the May 3rd one --

10 A Yeah.

11 Q -- and I'm looking at the date stamp at the top.

12 A Yes.

13 Q All right. Now, how much is the total that you're
14 paying for attorney's fees and costs, the total amount?

15 A I'd have to --

16 Q Have you paid it?

17 A I'm paying it.

18 Q You're paying it in installments?

19 A Yes.

20 Q And are you paying the attorney in installments or
21 third-party vendor or --

22 A "A third-party vendor."

23 Q Do you know what the name of the third-party vendor is?

24 A I'd have to -- hold on -- answer any question.

25 Q Okay. Thank you. There is a document that is filed --

1 A Three thousand.

2 Q Okay. I was going to ask if this refreshed your
3 recollection.

4 A Yes.

5 Q This is a statement of attorney compensation that was
6 filed in your bankruptcy case with the May 3rd documents.

7 A Right.

8 Q Okay. And it indicates the \$3,000 is what was agreed
9 to be paid, and then it says that zero was paid.

10 A Right.

11 Q And then it says there's a balance of \$3,000.

12 A Right.

13 Q And then there's a notation about the filing fee of
14 \$335?

15 A Uh-huh.

16 Q What is the agreement with respect to the filing fee?
17 That was the court filing fee when the documents were filed
18 at the court. The court took a filing fee of \$335. What is
19 -- did you pay that?

20 A That came out of the -- it was loan. They have -- they
21 go through a lending place, and the loan -- the lenders gave
22 them that money, and I'm paying them back.

23 Q Okay. So your understanding is that you have a loan
24 agreement where you're going to be paying back the \$335?

25 A Right.

1 MR. ANDERSON: Is that separate and apart from --

2 THE WITNESS: No, no. It's all together. It's
3 all inclusive.

4 BY MR. FEUERSTEIN:

5 Q And that's part of the 3,000?

6 A Uh-huh. Yes.

7 Q Okay. And who is it that you owe the \$335 to?

8 A The lending institution.

9 Q Not the attorney?

10 A I didn't give \$335 to anybody that day.

11 Q All right. Now, let's go slowly.

12 A Okay.

13 Q One of the -- what is the -- did you have any concept
14 or idea that all of the work that was done before your
15 bankruptcy case was filed was free, and it wasn't going to
16 cost you anything?

17 A No.

18 Q Okay. So you had an understanding that it would cost
19 you something?

20 A Right.

21 Q How much did you believe, prior to your case being
22 filed, how much did you believe it would cost you for
23 attorney's fees and costs?

24 A Two-hundred-and-fifty dollars a month for one year.

25 Q All right. And you had that understanding before you

1 filed the case?

2 A Correct, I did.

3 Q All right. And, in fact, if I've suggested that
4 everything that was done before the case filed was free, you
5 would find that to be funny?

6 A Yes.

7 Q All right. And you'd be surprised by that?

8 A Right.

9 Q Now, so you're going to be paying in monthly
10 installments?

11 A Correct. I've already made one payment.

12 Q All right. And when did you make that payment?

13 A The 2nd.

14 Q May 2nd?

15 A Uh-huh -- no, June 2nd.

16 Q "June 2nd." So, just a few days ago?

17 A Correct.

18 Q All right. So today is June 6th?

19 A Uh-huh.

20 Q So four days ago on Friday -- well, on June 2nd you
21 made the payment?

22 A Right.

23 Q How did you make that payment?

24 A It came out of my account.

25 Q So, it was some type of an authorization that you gave

1 so they could debit the account?

2 A Correct.

3 Q Did you remember signing a contract --

4 A Yes, I did.

5 Q -- that allowed them to do that?

6 A Yes.

7 Q All right. And I'm sorry I'm asking a lot of
8 questions. And so that we have a clear record, I just want
9 to make sure that we're not talking over each other. I
10 sometimes have a tendency to do that.

11 So I'll try and get my question out, and then I won't
12 interrupt you, so that you can answer. So that the, what's
13 being recorded is relatively clear.

14 So this arrangement that you have will go on for how
15 many months?

16 A Twelve.

17 Q "Twelve" months. How did you learn about the law firm
18 that you used to file the bankruptcy case?

19 A It was advertised on-line.

20 Q Okay. Where on-line did you locate them? Was it
21 through a search, a Google type search?

22 A Uh-huh. Google.

23 Q And I assume you searched bankruptcy or words that came
24 up, and the Ashcraft firm was one that came up?

25 A Right.

1 Q Do you recall in the, in what you read or saw in terms
2 of the search, did it mention the fact that no money or zero
3 money would be necessary to file your bankruptcy case?

4 A Yes.

5 Q Sort of a no-money-down arrangement?

6 A Correct.

7 Q Okay. So you remembered that from, in essence, the
8 advertising --

9 A Right.

10 Q -- on Google?

11 A Correct.

12 Q Was that a motivation or reason --

13 A Yes.

14 Q -- for using the firm?

15 A Yes.

16 Q And you found that to be attractive, given your
17 financial situation, right?

18 A Correct.

19 Q That's fair to say, isn't it?

20 A Right. Because I searched other ones and the amount I
21 had to put down was more than I could afford.

22 Q Did you receive a recommendation about the firm from
23 any other source?

24 A I read some of the comments by other people.

25 Q Sort of a Yelp --

1 A Uh-huh. Yes.

2 Q -- basis?

3 A Yeah. Not Yelp, but similar to that.

4 Q All right.

5 A Testimonials.

6 Q Did you get a recommendation from a friend about
7 their --

8 A No.

9 Q -- law firm -- that law firm?

10 A Huh-uh.

11 Q Did you consult maybe the local Bar Association and ask
12 for a recommendation?

13 A No.

14 Q All right. So responding to that advertising about no
15 money down, you made the phone call and contacted the law
16 firm, is that right?

17 A Correct.

18 Q Before your bankruptcy case was filed, approximately
19 how much time did you spend with the law firm preparing the
20 bankruptcy case, questionnaires, consultations with staff,
21 as best as you can remember?

22 A Well, I did a lot over the phone because it's quite a
23 distance from my home.

24 Q Okay.

25 A And, you know, they sent me some information. I read

1 it. And then I made an appointment and I met with them. I
2 was there for half a day.

3 Q Okay. And that was before the case was filed?

4 A Yeah. I didn't sign anything until I -- at the end of
5 the day.

6 Q All right. Do you know if that was on May 2nd, or was
7 it before May 2nd?

8 A I'd have to -- I don't --

9 MR. ANDERSON: Was there a different price quoted
10 if you were going to pay cash?

11 THE WITNESS: No. The only thing I could do is
12 look at my work. I keep my calendar on my computer. And
13 that's the only way I could tell you if that's the --

14 BY MR. FEUERSTEIN:

15 Q All right. Now you said you have a judgment that was
16 listed -- I mean, that you had against you?

17 A Correct.

18 Q When was that judgment entered? When did somebody
19 obtain that judgment against you?

20 A A week before I filed.

21 Q All right. So about a week before.

22 A Uh-huh.

23 Q How long before you filed did you contact the Ashcraft
24 Law Firm?

25 A Not even a week.

1 Q Okay. So is it -- it was after you received the
2 judgment?

3 A Yeah.

4 Q Okay. Was there anyone attempting to garnish wages?

5 A Not yet.

6 Q Okay. So you hadn't received any notice --

7 A No.

8 Q -- of a garnishment?

9 A No.

10 Q All right. Was -- did you receive notice that any type
11 of a lien had been recorded or --

12 A No.

13 Q All right. So as far as you knew, there were no
14 collection efforts --

15 A Not yet.

16 Q -- at that time?

17 A No.

18 Q All right. Other than the judgment in which there were
19 no collection efforts, was there any other emergency need
20 that you think you might have had, that you might have
21 needed to file very, very quickly?

22 A No.

23 Q Okay.

24 A I'm trying to find the calendar.

25 Q Now, I noticed in your bankruptcy schedules where it

1 talks about legal actions, this is on the documents that
2 were filed on May 3rd. If you look at part four, questions
3 nine through 12, the responses are all no to those
4 questions.

5 So, with respect to all of those questions, especially
6 the ones that talk about whether you're a party to a lawsuit
7 within a year of the bankruptcy, is that accurate or does
8 that --

9 A No.

10 Q It's not accurate?

11 A No.

12 Q You had told the law firm, I'm assuming, about the
13 judgment?

14 A Yes. Yes.

15 Q Okay.

16 A I'm sorry. I should have read this in more detail.

17 Q Well, that's all right. I'm just trying to find out
18 some information.

19 In the original documents that were filed, there is a
20 statement of attorney compensation. Well, I can find it
21 probably a little more quickly for you.

22 MR. ANDERSON: You can show it to her right there.

23 MR. FEUERSTEIN: Okay.

24 THE WITNESS: Yeah, you showed me that one.

25 //

1 BY MR. FEUERSTEIN:

2 Q And on this statement of attorney compensation it says
3 that, "for legal services I have agreed to accept zero," and
4 then it says, "prior to the filing, zero," and that the
5 balance due is zero. And it doesn't reference the filing
6 fee. And this was filed on May 2nd. And to the best of
7 your knowledge, is that an accurate description of the
8 financial arrangements that you had with your attorney?

9 A No, but I remember this one.

10 Q The one from May 3rd that we showed you earlier?

11 A Yeah. Did I do something wrong?

12 Q No -- but after we're done you can speak with your
13 attorney about some of the questions that I'm asking.

14 A Uh-huh.

15 Q And -- but I'm mostly interested in the compensation
16 arrangements and your understanding --

17 A Uh-huh.

18 Q -- of the agreements that you had for the legal
19 services --

20 A Right.

21 Q -- that were rendered to you.

22 Okay. So, the name of the entity that you owe the
23 money to, to the best of your knowledge is it the lawyer
24 that you owe the money to?

25 A No. No, it's a third party.

1 Q "A third party."

2 A I can go on-line and look it up in my bank.

3 Q Okay. Why do you think that you would owe money to a
4 third party instead of the attorney that's rendering
5 services on your behalf?

6 A What she told me, that they -- to the best of my
7 recollection, was that there's a new law that came into
8 effect that say that they can actually find a third party to
9 loan the money for a bankruptcy. And it just came into
10 effect. So, like within a month or so.

11 And this is the first time they're -- within the last
12 couple weeks was the first time they used it. And so, what
13 -- they only get a part of that. The rest of the monies
14 come from -- the rest of the money is interest that I'm
15 paying to this second party.

16 Q Do you know how much interest you're paying?

17 A No.

18 Q Were you given any disclosures about the amount of
19 interest?

20 A No.

21 Q Do you know what the interest rate is --

22 A No.

23 Q -- that you pay?

24 A No.

25 Q But in your mind it was interest that you were paying?

1 A I know that part of that was to her, and the rest was
2 to the lending institution.

3 MR. ANDERSON: Don't you have a contract with the
4 lending institution?

5 THE WITNESS: I signed something, but it didn't --

6 MR. ANDERSON: Do you have a copy of it in your
7 files at home?

8 THE WITNESS: Probably at home.

9 BY MR. FEUERSTEIN:

10 Q Okay. So if I asked you, you could provide that to
11 your attorney and your attorney would send it to me?

12 A Yes. I'm -- yes, if it's there.

13 Q All right. I do want the documents --

14 A Okay.

15 Q -- that you entered into as part of your --

16 MR. ANDERSON: I'd like to have the contractual
17 documents that you signed for the legal services and for the
18 compensation arrangements.

19 THE WITNESS: Okay.

20 MR. ANDERSON: All right. And any bank
21 authorizations that you might have signed.

22 THE WITNESS: Okay. You're right.

23 MR. ANDERSON: And any loan documents.

24 THE WITNESS: Are you going to write this down for
25 me?

1 MR. ANDERSON: Your, actually your attorney I
2 think is taking a list for you.

3 MS. ANDREWS: I'm writing. I'm taking notes.

4 THE WITNESS: Okay. Thank you.

5 MR. ANDERSON: Yes. But I'll be happy to also
6 give you a list afterwards as well.

7 BY MR. ANDERSON:

8 Q All right. So, to the best of your understanding,
9 after the filing of the bankruptcy case and the filing of
10 the amended documents, and today's appearance --

11 A Uh-huh.

12 Q -- at the meeting of creditors, and but for my
13 questions and back and forth, what did you expect would need
14 to be done in terms of additional legal services in
15 connection with your bankruptcy case, if any?

16 A I would wait until I got a letter that said it was
17 discharged.

18 Q All right. But other than that you weren't expecting
19 your bankruptcy attorney to do other work for you?

20 A No.

21 Q All right. So after today in your mind, pretty much
22 your bankruptcy services were going to be complete?

23 A Right.

24 Q Okay. So, the \$3,000 that you're paying, if it -- I'm
25 trying to understand in terms of -- okay. So after you

1 filed your bankruptcy case, I'm not interested in knowing
2 what you talked about with your attorneys, I'm interested in
3 knowing the amount of time that you met with your attorneys
4 in connection with the bankruptcy case.

5 So after the bankruptcy case was filed, do you know how
6 much time, do you have an estimate of what time you spent
7 with your attorneys?

8 A After the filing?

9 Q Yes.

10 A It was done with the phone and internet -- or not the
11 interest, but sending documents back and forth.

12 Q Okay.

13 A So I would say a couple hours.

14 Q A couple of hours.

15 A Together, yeah. I mean, every time I asked him a
16 question, I got an answer, a very speedy answer. And I had
17 all the, you know, the --

18 Q And of the people that you talked to, was it always an
19 attorney or was it a staff member or paralegal or a
20 secretary?

21 A Most of it was with Patricia (phonetic), the legal.
22 And if it was just a document, it went through the front
23 desk lady. She was always available if I had a question.

24 Q All right. So you didn't deal with Ms. Ashcraft's son
25 who's supposed to --

1 A I only met him. I never talked to him.

2 Q Yeah. Okay. The owner of the firm, I understand.

3 MR. FEUERSTEIN: Okay. I want to thank you very
4 much for your time today. Appreciate it. And if we have
5 some follow-up I can go through --

6 THE WITNESS: Do you have a card?

7 MR. FEUERSTEIN: Absolutely. Sure. And, again,
8 thank you for your time and good luck.

9 THE WITNESS: But, again, am I in any trouble?

10 MR. ANDERSON: I have a few other questions, if
11 it's okay.

12 THE WITNESS: It's definitely not. You're just
13 smiling there.

14 BY MR. ANDERSON:

15 Q We stopped off where I as asking about your assets,
16 whether you had any lawsuits. And then we discussed the
17 fact there was no, nothing listed on there in terms of
18 assets. And we've gone through the asset schedules. Now
19 I'm going to ask you a few more questions, just to sort of
20 round out the hearing. Okay.

21 Have you listed all of your creditors on the schedules,
22 everyone you owe money to?

23 A Before I say, yes, I'd better look, because I, you
24 know, I gave her a whole list. I hope -- the one -- the
25 stuff, the paperwork I got had everyone's name on it.

1 Q Okay. Let me --

2 A I just want to make sure they filed it. Is that the
3 updated one? Does this include the creditors?

4 Q If it will help, why don't you review it with your
5 attorney and --

6 MS. ANDREWS: Is that A and B or C -- or E and --

7 BY MR. ANDERSON:

8 Q What is states is you have student loans of about
9 \$131,000, a little over that, and about \$21,000 in unsecured
10 debts, just as a summary. And some small tax debts on
11 there.

12 MS. ANDREWS: I'm trying to find the --

13 THE WITNESS: The list, yeah.

14 MS. ANDREWS: And the list.

15 THE WITNESS: To make sure they get on there.

16 MS. ANDREWS: A/B is your property. Let's see.

17 I'm not seeing E and F in here.

18 THE WITNESS: Do you have the list in front of
19 you?

20 MR. ANDERSON: I do. If you'd like to take a look
21 at it.

22 MS. ANDREWS: I'm not seeing, I'm not seeing E and
23 F.

24 MR. ANDERSON: That's quite okay here. We just
25 have to sort of scroll up here into the debt section. Let's

1 see.

2 MS. ANDREWS: Yeah. I'm not seeing E and F.

3 MR. FEUERSTEIN: This is in the original.

4 MS. ANDREWS: That's the one she wants.

5 MR. ANDERSON: Okay.

6 MS. ANDREWS: Okay.

7 THE WITNESS: Yes?

8 MS. ANDREWS: Okay. Is that judgment on there?

9 THE WITNESS: Yes.

10 MS. ANDREWS: Okay.

11 MR. ANDERSON: And thank you for taking the time
12 to look at that.

13 BY MR. ANDERSON:

14 Q Are you income and expense schedules true and correct?

15 A That would be which ones?

16 Q Schedules I and J.

17 MS. ANDREWS: "I and J." I'll find that.

18 BY MR. ANDERSON:

19 Q It talks about what your occupation is --

20 A Okay.

21 Q -- and what your income and deductions is.

22 A Okay.

23 Q And I believe that that's covered by the amendment on
24 docket number six, as Mr. Feuerstein has pointed out.

25 MS. ANDREWS: Here's your income.

1 THE WITNESS: Okay.

2 BY MR. ANDERSON:

3 Q The original document shows zeros all over the place.

4 A Okay. Yes.

5 Q Statement of financial affairs, is that true and
6 correct? That's the list of questions that follows the
7 income and expense schedules.

8 A All right. This one?

9 MS. ANDREWS: This is your expenses one.

10 THE WITNESS: Okay.

11 MS. ANDREWS: Keep going. There we go. He's
12 handing you --

13 THE WITNESS: Okay. All these, they're the same
14 (indiscernible.) Yes, these are accurate.

15 BY MR. ANDERSON:

16 Q Okay. Now have you given away, have you transferred,
17 have you disposed of any assets over the last four years?

18 A No.

19 Q Okay. Now, let's just see here. Are these true and
20 correct copies of your 2016 income tax returns you filed
21 with the I.R.S.?

22 A Yes. Yes, they are.

23 Q And I've reviewed these tax returns and I'm returning
24 them to you.

25 MR. ANDERSON: And do we have any other interested

1 parties or any creditors in regards to Ms. Gilmore?

2 MR. FEUERSTEIN: I have one last question.

3 MR. ANDERSON: Okay.

4 BY MR. FEUERSTEIN:

5 Q You're represented today at this meeting of creditors
6 by an appearance attorney.

7 A Okay.

8 Q Is today the first time that you're meeting with
9 counsel?

10 A Yes.

11 Q All right. And you're capably represented, but have
12 you been told what the expense is, if any, for the
13 appearance by special counsel today? Your --

14 A No, I have not.

15 Q All right. And your understanding is that that is --
16 fee is part of the 3,000?

17 A Right. Yes, yes.

18 Q All right. I will ask counsel separately off the
19 record what that component cost might be, if that
20 information is available, rather than do it in a public
21 manner --

22 A Yeah.

23 Q -- simply because it raises issues relating to
24 compensation that we can deal with separately. But I want
25 to thank you again for your --

1 MR. ANDERSON: Do we want to continue the hearing?

2 MR. FEUERSTEIN: No.

3 MR. ANDERSON: Okay.

4 MR. FEUERSTEIN: Thank you very much. Thank you,
5 ma'am. Have a good day.

6 THE WITNESS: That's it?

7 MR. FEUERSTEIN: That would be it.

8 (Proceedings concluded.)
9

10 I certify that the foregoing is a correct
11 transcript from the electronic sound recording of the
12 proceedings in the above-entitled matter.

13 /s/ Holly Martens 6-21-17
14 Transcriber Date
15
16
17
18
19
20
21
22
23
24
25



25096 Jefferson Avenue, Suite A, Murrieta, CA 92562
951-304-3431 | 951-304-0941 | ashcraftfirm.com

**CONTRACT FOR POST-PETITION LEGAL SERVICES
IN A CHAPTER 7 BANKRUPTCY CASE**

I, Mary Ann Gilmore, have been advised that I am not obligated to sign this agreement for legal services and that I may consult with another attorney as to whether I should do so. I have further been advised that I may choose to retain another attorney apart from the Law Offices of Gregory C. Ashcraft, ("Law Firm") OR proceed without representation (though the Law Firm will continue to represent me until such time when the court enters an order authorizing the Law Firm to withdraw as my attorney in the bankruptcy case, or my bankruptcy case is closed or dismissed). Notwithstanding these disclosures, I agree to the following:

I hereby retain the Law Offices of Gregory C. Ashcraft to represent my legal interest in the post-petition proceeds of my bankruptcy case filed under Chapter 7 of the United States Bankruptcy Code. I promise to pay attorney's fees in the amount of \$3000 (plus any necessary post-petition costs) as a non-refundable flat fee for the Law Firm to represent me, which representation includes the following services:

- Prepare and file my Statement of Financial Affairs and Schedules;
- Prepare for and attend my Section 341a Meeting of Creditors;
- Provide me with written instructions as to what to bring to the 341a, directions to the place of the meeting, parking and driving time instructions;
- Review redemption agreements, if any;
- Prepare requests to creditors for any needed reaffirmation agreements or lease assumptions;
- Review any reaffirmation agreements or lease assumptions;
- Prepare Domestic Support Declaration, if applicable;
- Prepare Declaration re 60 Day Income of Debtor;
- Timely transmit to Trustee required tax returns and other documents requested by the Chapter 7 trustee;
- Remind me of required credit education course and e-file such course when I have completed it;
- Follow-through with case administration and monitoring;
- Make available, at no additional cost to me, an on-line 6 week post-discharge credit re-establishment course.

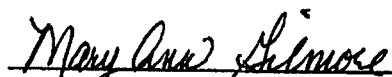
I further understand and agree that additional professional legal services will result in additional fees that are due to the Law Firm; such as : Representation in an Adversary Proceeding (\$300/hour); Adding additional creditors to your schedules (\$30 per creditor); and Motions to

May 1, 2017

Reopen and Avoid Liens (\$1510 per lien). I acknowledge and agree that all of these fees are for post-petition services, and they are not dischargeable in my Chapter 7 case. In the event of nonpayment of the agreed-upon fees, the Law Firm may commence legal proceedings for collection. I agree to submit to the personal jurisdictions of the California Courts with respect to such action, and California law will apply. If such collection procedures shall become necessary, I agree to pay all reasonable costs of such collection, including reasonable attorney fees.


As the Law Firm has duties to me as its client, I likewise have responsibility. I agree to fully cooperate with the Law Firm. This includes, but is not limited to providing the Law Firm with all information necessary and related to my bankruptcy case. In addition, I agree to attend all scheduled court hearings and meeting. I also understand that the Law Firm is not liable or responsible for any illegal collection actions taken by my creditors once my case is filed. Moreover, any change in this contract is null and void unless such change is in writing and signed by the Law Firm.

Dated this 2nd day of May, 2017.


Mary Ann Gilmore, Debtor

N/A
Co-Debtor (if applicable)

THE LAW OFFICES OF GREGORY ASHCRAFT, APC, (The Law Firm)

By: 
Patricia M. Ashcraft, Attorney

RECURRING PAYMENT AUTHORIZATION AND CONSENT FORM

I, Mary Ann Gilmore, authorize the Law Offices of Gregory C. Ashcraft, APC (the "Law Firm"), or BK Billing, LLC ("BK Billing") an independent billing company, to charge my debit card or bank account indicated below for:

\$ 250.00, starting on the 2nd day of June 2017, and recurring

 Weekly Bi-Weekly X Monthly until the amount of \$3000.00 is paid in full.

Debit Card:

Cardholder Name:

Mary Gilmore

Debit Card Number:**Expiration Date:**

6 Month 18 Year 271 CVC (3 digit code) 92253 Zip Code

Checking or Savings Account:

Account Type:

Checking

✓ Savings

Name on Account:

Man Ann Gilmore

Routing Number:

1-02

Bank Name:

Consent to be Contacted and Release of Information

I authorize the Law Firm or BK Billing to communicate with me via e-mail, text and/or telephone. I give my consent for the Law Firm to share my client file information with BK Billing. I acknowledge that my payments will be reported to the Credit Bureaus. I acknowledge that on-time payments can help my credit and late payments can hurt my credit.

SIGNATURE

Mary Ann Gilmore
Mary Ann Gilmore

DATE May 2, 2017

I understand this authorization will remain in effect until I cancel it in writing. Any termination of this authorization, or changes to my account information, must be given in writing at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. In the case of an ACH transaction being rejected for Non-Sufficient Funds ("NSF"), I understand that the Law Firm or BK Billing may, at their discretion, attempt to process the charge again within 30 days. I agree to an additional \$25.00 charge for each returned NSF, which charge will be initiated as a separate transaction from the authorized recurring payment. I certify that I am an authorized user of this debit card or bank account and will not dispute these scheduled transactions with my debit card company or bank so long as the transactions correspond to the terms indicated in this authorization form.

Fill in this information to identify your case:

United States Bankruptcy Court for the:

CENTRAL DISTRICT OF CALIFORNIA

Case number (if known)

Chapter you are filing under:

☒ Chapter 7

☐ Chapter 11

☐ Chapter 12

☐ Chapter 13

☐ Check if this an amended filing

Official Form 101

Voluntary Petition for Individuals Filing for Bankruptcy

12/15

The bankruptcy forms use you and Debtor 1 to refer to a debtor filing alone. A married couple may file a bankruptcy case together—called a *joint case*—and in joint cases, these forms use you to ask for information from both debtors. For example, if a form asks, “Do you own a car,” the answer would be yes if either debtor owns a car. When information is needed about the spouses separately, the form uses *Debtor 1* and *Debtor 2* to distinguish between them. In joint cases, one of the spouses must report information as *Debtor 1* and the other as *Debtor 2*. The same person must be *Debtor 1* in all of the forms.

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Identify Yourself

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

1. Your full name

Write the name that is on your government-issued picture identification (for example, your driver's license or passport).

Bring your picture identification to your meeting with the trustee.

Mary

First name

Ann

Middle name

Gilmore

Last name and Suffix (Sr., Jr., II, III)

First name

Middle name

Last name and Suffix (Sr., Jr., II, III)

2. All other names you have used in the last 8 years

Include your married or maiden names.

3. Only the last 4 digits of your Social Security number or federal Individual Taxpayer Identification number (ITIN)

xxx-xx-8671

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

About Debtor 1:

About Debtor 2 (Spouse Only in a Joint Case):

4. Any business names and Employer Identification Numbers (EIN) you have used in the last 8 years

☒ I have not used any business name or EINs.

☐ I have not used any business name or EINs.

Include trade names and *doing business as* names

Business name(s)

Business name(s)

EINs

EINs

5. Where you live

**51860 Avenida Madero
La Quinta, CA 92253**

Number, Street, City, State & ZIP Code

Riverside

County

If your mailing address is different from the one above, fill it in here. Note that the court will send any notices to you at this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

If Debtor 2 lives at a different address:

Number, Street, City, State & ZIP Code

County

If Debtor 2's mailing address is different from yours, fill it in here. Note that the court will send any notices to this mailing address.

Number, P.O. Box, Street, City, State & ZIP Code

6. Why you are choosing this district to file for bankruptcy

Check one:

☒ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

☐ I have another reason.
Explain. (See 28 U.S.C. § 1408.)

Check one:

☐ Over the last 180 days before filing this petition, I have lived in this district longer than in any other district.

☐ I have another reason.
Explain. (See 28 U.S.C. § 1408.)

Debtor 1 **Mary Ann Gilmore**

Case number (if known) _____

Part 2: Tell the Court About Your Bankruptcy Case

7. **The chapter of the Bankruptcy Code you are choosing to file under** *Check one.* (For a brief description of each, see *Notice Required by 11 U.S.C. § 342(b) for Individuals Filing for Bankruptcy (Form 2010)*). Also, go to the top of page 1 and check the appropriate box.
- ☒ Chapter 7
- ☐ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13
-
8. **How you will pay the fee** ☒ **I will pay the entire fee when I file my petition.** Please check with the clerk's office in your local court for more details about how you may pay. Typically, if you are paying the fee yourself, you may pay with cash, cashier's check, or money order. If your attorney is submitting your payment on your behalf, your attorney may pay with a credit card or check with a pre-printed address.
- ☐ **I need to pay the fee in installments.** If you choose this option, sign and attach the *Application for Individuals to Pay The Filing Fee in Installments* (Official Form 103A).
- ☐ **I request that my fee be waived** (You may request this option only if you are filing for Chapter 7. By law, a judge may, but is not required to, waive your fee, and may do so only if your income is less than 150% of the official poverty line that applies to your family size and you are unable to pay the fee in installments). If you choose this option, you must fill out the *Application to Have the Chapter 7 Filing Fee Waived* (Official Form 103B) and file it with your petition.
-
9. **Have you filed for bankruptcy within the last 8 years?**
- ☒ No.
- ☐ Yes.
- | | | |
|----------------|------------|-------------------|
| District _____ | When _____ | Case number _____ |
| District _____ | When _____ | Case number _____ |
| District _____ | When _____ | Case number _____ |
-
10. **Are any bankruptcy cases pending or being filed by a spouse who is not filing this case with you, or by a business partner, or by an affiliate?**
- ☒ No
- ☐ Yes.
- | | |
|----------------|---------------------------|
| Debtor _____ | Relationship to you _____ |
| District _____ | When _____ |
| Debtor _____ | Relationship to you _____ |
| District _____ | When _____ |
-
11. **Do you rent your residence?**
- ☐ No. Go to line 12.
- ☒ Yes. Has your landlord obtained an eviction judgment against you and do you want to stay in your residence?
- ☒ No. Go to line 12.
- ☐ Yes. Fill out *Initial Statement About an Eviction Judgment Against You* (Form 101A) and file it with this bankruptcy petition.

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

Part 3: Report About Any Businesses You Own as a Sole Proprietor

12. Are you a sole proprietor of any full- or part-time business?

☒ No. Go to Part 4.

☐ Yes. Name and location of business

A sole proprietorship is a business you operate as an individual, and is not a separate legal entity such as a corporation, partnership, or LLC.

If you have more than one sole proprietorship, use a separate sheet and attach it to this petition.

Name of business, if any

Number, Street, City, State & ZIP Code

Check the appropriate box to describe your business:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ None of the above

13. Are you filing under Chapter 11 of the Bankruptcy Code and are you a small business debtor?

For a definition of *small business debtor*, see 11 U.S.C. § 101(51D).

If you are filing under Chapter 11, the court must know whether you are a small business debtor so that it can set appropriate deadlines. If you indicate that you are a small business debtor, you must attach your most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. 1116(1)(B).

☒ No. I am not filing under Chapter 11.

☐ No. I am filing under Chapter 11, but I am NOT a small business debtor according to the definition in the Bankruptcy Code.

☐ Yes. I am filing under Chapter 11 and I am a small business debtor according to the definition in the Bankruptcy Code.

Part 4: Report if You Own or Have Any Hazardous Property or Any Property That Needs Immediate Attention

14. Do you own or have any property that poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety? Or do you own any property that needs immediate attention?

☒ No.

☐ Yes. What is the hazard? _____

If immediate attention is needed, why is it needed? _____

For example, do you own perishable goods, or livestock that must be fed, or a building that needs urgent repairs?

Where is the property? _____

Number, Street, City, State & Zip Code

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

Part 5: Explain Your Efforts to Receive a Briefing About Credit Counseling

15. Tell the court whether you have received a briefing about credit counseling.

The law requires that you receive a briefing about credit counseling before you file for bankruptcy. You must truthfully check one of the following choices. If you cannot do so, you are not eligible to file.

If you file anyway, the court can dismiss your case, you will lose whatever filing fee you paid, and your creditors can begin collection activities again.

About Debtor 1:

You must check one:

- ☒ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

- ☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you **MUST** file a copy of the certificate and payment plan, if any.

- ☐ **I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy. If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

- ☐ **I am not required to receive a briefing about credit counseling because of:**

- ☐ **Incapacity.**
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.
- ☐ **Disability.**
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.
- ☐ **Active duty.**
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver credit counseling with the court.

About Debtor 2 (Spouse Only in a Joint Case):

You must check one:

- ☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, and I received a certificate of completion.**

Attach a copy of the certificate and the payment plan, if any, that you developed with the agency.

- ☐ **I received a briefing from an approved credit counseling agency within the 180 days before I filed this bankruptcy petition, but I do not have a certificate of completion.**

Within 14 days after you file this bankruptcy petition, you **MUST** file a copy of the certificate and payment plan, if any.

- ☐ **I certify that I asked for credit counseling services from an approved agency, but was unable to obtain those services during the 7 days after I made my request, and exigent circumstances merit a 30-day temporary waiver of the requirement.**

To ask for a 30-day temporary waiver of the requirement, attach a separate sheet explaining what efforts you made to obtain the briefing, why you were unable to obtain it before you filed for bankruptcy, and what exigent circumstances required you to file this case.

Your case may be dismissed if the court is dissatisfied with your reasons for not receiving a briefing before you filed for bankruptcy.

If the court is satisfied with your reasons, you must still receive a briefing within 30 days after you file. You must file a certificate from the approved agency, along with a copy of the payment plan you developed, if any. If you do not do so, your case may be dismissed.

Any extension of the 30-day deadline is granted only for cause and is limited to a maximum of 15 days.

- ☐ **I am not required to receive a briefing about credit counseling because of:**

- ☐ **Incapacity.**
I have a mental illness or a mental deficiency that makes me incapable of realizing or making rational decisions about finances.
- ☐ **Disability.**
My physical disability causes me to be unable to participate in a briefing in person, by phone, or through the internet, even after I reasonably tried to do so.
- ☐ **Active duty.**
I am currently on active military duty in a military combat zone.

If you believe you are not required to receive a briefing about credit counseling, you must file a motion for waiver of credit counseling with the court.

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

Part 6: Answer These Questions for Reporting Purposes

16. What kind of debts do you have?	16a.	Are your debts primarily consumer debts? <i>Consumer debts</i> are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."		
		<input type="checkbox"/> No. Go to line 16b. <input checked="" type="checkbox"/> Yes. Go to line 17.		
	16b.	Are your debts primarily business debts? <i>Business debts</i> are debts that you incurred to obtain money for a business or investment or through the operation of the business or investment.		
		<input type="checkbox"/> No. Go to line 16c. <input type="checkbox"/> Yes. Go to line 17.		
	16c.	State the type of debts you owe that are not consumer debts or business debts		
17. Are you filing under Chapter 7?	<input type="checkbox"/> No.	I am not filing under Chapter 7. Go to line 18.		
Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available for distribution to unsecured creditors?	<input checked="" type="checkbox"/> Yes.	I am filing under Chapter 7. Do you estimate that after any exempt property is excluded and administrative expenses are paid that funds will be available to distribute to unsecured creditors?		
		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		
18. How many Creditors do you estimate that you owe?	<input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5001-10,000 <input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> More than 100,000	
19. How much do you estimate your assets to be worth?	<input checked="" type="checkbox"/> \$0 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input type="checkbox"/> \$100,001 - \$500,000 <input type="checkbox"/> \$500,001 - \$1 million	<input type="checkbox"/> \$1,000,001 - \$10 million <input type="checkbox"/> \$10,000,001 - \$50 million <input type="checkbox"/> \$50,000,001 - \$100 million <input type="checkbox"/> \$100,000,001 - \$500 million	<input type="checkbox"/> \$500,000,001 - \$1 billion <input type="checkbox"/> \$1,000,000,001 - \$10 billion <input type="checkbox"/> \$10,000,000,001 - \$50 billion <input type="checkbox"/> More than \$50 billion	
20. How much do you estimate your liabilities to be?	<input type="checkbox"/> \$0 - \$50,000 <input type="checkbox"/> \$50,001 - \$100,000 <input checked="" type="checkbox"/> \$100,001 - \$500,000 <input type="checkbox"/> \$500,001 - \$1 million	<input type="checkbox"/> \$1,000,001 - \$10 million <input type="checkbox"/> \$10,000,001 - \$50 million <input type="checkbox"/> \$50,000,001 - \$100 million <input type="checkbox"/> \$100,000,001 - \$500 million	<input type="checkbox"/> \$500,000,001 - \$1 billion <input type="checkbox"/> \$1,000,000,001 - \$10 billion <input type="checkbox"/> \$10,000,000,001 - \$50 billion <input type="checkbox"/> More than \$50 billion	

Part 7: Sign Below**For you**

I have examined this petition, and I declare under penalty of perjury that the information provided is true and correct.

If I have chosen to file under Chapter 7, I am aware that I may proceed, if eligible, under Chapter 7, 11, 12, or 13 of title 11, United States Code. I understand the relief available under each chapter, and I choose to proceed under Chapter 7.

If no attorney represents me and I did not pay or agree to pay someone who is not an attorney to help me fill out this document, I have obtained and read the notice required by 11 U.S.C. § 342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I understand making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Mary Ann Gilmore**Mary Ann Gilmore**

Signature of Debtor 1

Signature of Debtor 2

Executed on May 2, 2017
MM / DD / YYYYExecuted on _____
MM / DD / YYYY

Debtor 1 Mary Ann Gilmore

Case number (if known) _____

For your attorney, if you are represented by one**If you are not represented by an attorney, you do not need to file this page.**

I, the attorney for the debtor(s) named in this petition, declare that I have informed the debtor(s) about eligibility to proceed under Chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each chapter for which the person is eligible. I also certify that I have delivered to the debtor(s) the notice required by 11 U.S.C. § 342(b) and, in a case in which § 707(b)(4)(D) applies, certify that I have no knowledge after an inquiry that the information in the schedules filed with the petition is incorrect.

/s/ Patricia M. Ashcraft

Date

May 2, 2017

Signature of Attorney for Debtor

MM / DD / YYYY

Patricia M. Ashcraft

Printed name

Law Offices of Gregory Ashcraft, APC

Firm name

dba: The Ashcraft Firm25096 Jefferson Avenue, Suite AMurrieta, CA 92562

Number, Street, City, State & ZIP Code

Contact phone 951-304-3431

Email address

pmashcraft@ashcraftfirm.com109661

Bar number & State

UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA

- Chapter 7 filed 4/30/1999; Discharged 8/12/1999; 6:99-bk-17503-MJ

None.

- None.

- None.**

/s/ Mary Ann Gilmore

Mary Ann Gilmore

Signature of Debtor

F 1015-2.1.STMT.RELATED.CASES

Fill in this information to identify your case:

Debtor 1 **Mary Ann Gilmore**
 First Name Middle Name Last Name

Debtor 2
 (Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA**

Case number
 (if known)

☐ Check if this is an amended filing

Official Form 106Sum

Summary of Your Assets and Liabilities and Certain Statistical Information

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Fill out all of your schedules first; then complete the information on this form. If you are filing amended schedules after you file your original forms, you must fill out a new *Summary* and check the box at the top of this page.

Part 1: Summarize Your Assets

		Your assets Value of what you own
1. Schedule A/B: Property (Official Form 106A/B)		
1a. Copy line 55, Total real estate, from Schedule A/B.....	\$	0.00
1b. Copy line 62, Total personal property, from Schedule A/B.....	\$	0.00
1c. Copy line 63, Total of all property on Schedule A/B.....	\$	0.00

Part 2: Summarize Your Liabilities

		Your liabilities Amount you owe
2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D)		
2a. Copy the total you listed in Column A, <i>Amount of claim</i> , at the bottom of the last page of Part 1 of <i>Schedule D</i> ...	\$	11,324.00
3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 106E/F)		
3a. Copy the total claims from Part 1 (priority unsecured claims) from line 6e of <i>Schedule E/F</i>	\$	552.54
3b. Copy the total claims from Part 2 (nonpriority unsecured claims) from line 6j of <i>Schedule E/F</i>	\$	152,088.49
Your total liabilities		\$ 163,965.03

Part 3: Summarize Your Income and Expenses

4. Schedule I: Your Income (Official Form 106I)	
Copy your combined monthly income from line 12 of <i>Schedule I</i>	\$ 0.00
5. Schedule J: Your Expenses (Official Form 106J)	
Copy your monthly expenses from line 22c of <i>Schedule J</i>	\$ 0.00

Part 4: Answer These Questions for Administrative and Statistical Records

- 6. Are you filing for bankruptcy under Chapters 7, 11, or 13?**
- ☐ No. You have nothing to report on this part of the form. Check this box and submit this form to the court with your other schedules.
- ☒ Yes
- 7. What kind of debt do you have?**
- ☒ **Your debts are primarily consumer debts.** *Consumer debts* are those "incurred by an individual primarily for a personal, family, or household purpose." 11 U.S.C. § 101(8). Fill out lines 8-9g for statistical purposes. 28 U.S.C. § 159.
- ☐ **Your debts are not primarily consumer debts.** You have nothing to report on this part of the form. *Check this box* and submit this form to the court with your other schedules.

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

8. **From the Statement of Your Current Monthly Income:** Copy your total current monthly income from Official Form 122A-1 Line 11; **OR**, Form 122B Line 11; **OR**, Form 122C-1 Line 14.

\$ **0.00**

9. **Copy the following special categories of claims from Part 4, line 6 of Schedule E/F:**

	Total claim
From Part 4 on Schedule E/F, copy the following:	
9a. Domestic support obligations (Copy line 6a.)	\$ 0.00
9b. Taxes and certain other debts you owe the government. (Copy line 6b.)	\$ 552.54
9c. Claims for death or personal injury while you were intoxicated. (Copy line 6c.)	\$ 0.00
9d. Student loans. (Copy line 6f.)	\$ 131,398.00
9e. Obligations arising out of a separation agreement or divorce that you did not report as priority claims. (Copy line 6g.)	\$ 0.00
9f. Debts to pension or profit-sharing plans, and other similar debts. (Copy line 6h.)	+\$ 0.00
9g. Total. Add lines 9a through 9f.	\$ 131,950.54

Fill in this information to identify your case and this filing:

Debtor 1	Mary Ann Gilmore		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number			

☐ Check if this is an amended filing

Official Form 106A/B Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☒ No. Go to Part 2.
☐ Yes. Where is the property?

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. **Cars, vans, trucks, tractors, sport utility vehicles, motorcycles**

- ☒ No
☐ Yes

4. **Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories**

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- ☒ No
☐ Yes

5. Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$0.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

6. **Household goods and furnishings**

Examples: Major appliances, furniture, linens, china, kitchenware

- ☒ No
☐ Yes. Describe.....

7. **Electronics**

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

- ☒ No
☐ Yes. Describe.....

Debtor 1 **Mary Ann Gilmore**

Case number (if known) _____

8. Collectibles of value*Examples:* Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles☐ No☐ Yes. Describe.....**9. Equipment for sports and hobbies***Examples:* Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments☐ No☐ Yes. Describe.....**10. Firearms***Examples:* Pistols, rifles, shotguns, ammunition, and related equipment☐ No☐ Yes. Describe.....**11. Clothes***Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories☐ No☐ Yes. Describe.....**12. Jewelry***Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver☐ No☐ Yes. Describe.....**13. Non-farm animals***Examples:* Dogs, cats, birds, horses☐ No☐ Yes. Describe.....**14. Any other personal and household items you did not already list, including any health aids you did not list**☐ No☐ Yes. Give specific information.....**15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here****\$0.00****Part 4: Describe Your Financial Assets****Do you own or have any legal or equitable interest in any of the following?****Current value of the portion you own?**
Do not deduct secured claims or exemptions.**16. Cash***Examples:* Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition☐ No☐ Yes.....**17. Deposits of money***Examples:* Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.☐ No☐ Yes.....

Institution name:

18. Bonds, mutual funds, or publicly traded stocks*Example:* Bond funds, investment accounts with brokerage firms, money market accounts☐ No☐ Yes.....

Institution or issuer name:

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture☒ No☐ Yes. Give specific information about them.....

Name of entity:

% of ownership:

20. Government and corporate bonds and other negotiable and non-negotiable instruments*Negotiable instruments* include personal checks, cashiers' checks, promissory notes, and money orders.*Non-negotiable instruments* are those you cannot transfer to someone by signing or delivering them.☒ No☐ Yes. Give specific information about them

Issuer name:

21. Retirement or pension accounts*Examples:* Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans☒ No☐ Yes. List each account separately.

Type of account:

Institution name:

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others☒ No☐ Yes.

Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)☒ No☐ Yes.....

Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No☐ Yes.....

Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit☒ No☐ Yes. Give specific information about them...**26. Patents, copyrights, trademarks, trade secrets, and other intellectual property***Examples:* Internet domain names, websites, proceeds from royalties and licensing agreements☒ No☐ Yes. Give specific information about them...**27. Licenses, franchises, and other general intangibles***Examples:* Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses☒ No☐ Yes. Give specific information about them...**Money or property owed to you?****Current value of the portion you own?**

Do not deduct secured claims or exemptions.

28. Tax refunds owed to you☒ No☐ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....**29. Family support***Examples:* Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement☒ No☐ Yes. Give specific information.....

Debtor 1

Mary Ann Gilmore

Case number (if known)

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

☒ No

☐ Yes. Give specific information..

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

☒ No

☐ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund
value:

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☒ No

☐ Yes. Give specific information..

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

☒ No

☐ Yes. Describe each claim.....

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

☒ No

☐ Yes. Describe each claim.....

35. Any financial assets you did not already list

☒ No

☐ Yes. Give specific information..

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$0.00

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

☒ No. Go to Part 6.

☐ Yes. Go to line 38.

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.

If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

☒ No. Go to Part 7.

☐ Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

☒ No

☐ Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Debtor 1

Mary Ann Gilmore

Case number (if known)

Part 8: List the Totals of Each Part of this Form

55. Part 1: Total real estate, line 2		\$0.00
56. Part 2: Total vehicles, line 5	\$0.00	
57. Part 3: Total personal and household items, line 15	\$0.00	
58. Part 4: Total financial assets, line 36	\$0.00	
59. Part 5: Total business-related property, line 45	\$0.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	\$0.00	
62. Total personal property. Add lines 56 through 61...	\$0.00	Copy personal property total \$0.00
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$0.00

Fill in this information to identify your case:

Debtor 1	Mary Ann Gilmore		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/16

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- ☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
- ☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
Brief description: Line from <i>Schedule A/B</i> :		<input type="checkbox"/>	
		<input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	

3. Are you claiming a homestead exemption of more than \$160,375?

(Subject to adjustment on 4/01/19 and every 3 years after that for cases filed on or after the date of adjustment.)

- ☒ No
- ☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
- ☐ No
- ☐ Yes

Fill in this information to identify your case:

Debtor 1	Mary Ann Gilmore		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.

☒ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

	Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
2.1 Ally Financial Creditor's Name	\$11,324.00	\$11,515.00	\$0.00
Describe the property that secures the claim: 2010 Cadillac CTS 167000 miles			
As of the date you file, the claim is: Check all that apply. <input type="checkbox"/> Contingent <input type="checkbox"/> Unliquidated <input type="checkbox"/> Disputed			
Nature of lien. Check all that apply. <input checked="" type="checkbox"/> An agreement you made (such as mortgage or secured car loan) <input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien) <input type="checkbox"/> Judgment lien from a lawsuit <input type="checkbox"/> Other (including a right to offset)			
Who owes the debt? Check one. <input checked="" type="checkbox"/> Debtor 1 only <input type="checkbox"/> Debtor 2 only <input type="checkbox"/> Debtor 1 and Debtor 2 only <input type="checkbox"/> At least one of the debtors and another <input type="checkbox"/> Check if this claim relates to a community debt			
200 Renaissance Ctr Detroit, MI 48243 Number, Street, City, State & Zip Code			
Opened 08/13 Last Active 3/12/17 Date debt was incurred			
Last 4 digits of account number 4473			

Add the dollar value of your entries in Column A on this page. Write that number here:

\$11,324.00

If this is the last page of your form, add the dollar value totals from all pages.

Write that number here:

\$11,324.00

Part 2: List Others to Be Notified for a Debt That You Already Listed

Use this page only if you have others to be notified about your bankruptcy for a debt that you already listed in Part 1. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the creditor in Part 1, and then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Part 1, list the additional creditors here. If you do not have additional persons to be notified for any debts in Part 1, do not fill out or submit this page.

Fill in this information to identify your case:

Debtor 1	Mary Ann Gilmore		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number			
(if known)			

☐ Check if this is an amended filing

Official Form 106E/F

Schedule E/F: Creditors Who Have Unsecured Claims**12/15**

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Property (Official Form 106A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G). Do not include any creditors with partially secured claims that are listed in Schedule D: Creditors Who Have Claims Secured by Property. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. If you have no information to report in a Part, do not file that Part. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims**1. Do any creditors have priority unsecured claims against you?**
☐ No. Go to Part 2.

☒ Yes.
2. List all of your priority unsecured claims. If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3.

(For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

			Total claim	Priority amount	Nonpriority amount
2.1	Internal Revenue Service	Last 4 digits of account number 8671	\$552.54	\$552.54	\$0.00
	Priority Creditor's Name Centralized Insolvency Operations P.O. Box 7346 Philadelphia, PA 19101-7346	When was the debt incurred? 2014			
	Number Street City State Zip Code				
	Who incurred the debt? Check one.	As of the date you file, the claim is: Check all that apply			
	<input checked="" type="checkbox"/> Debtor 1 only	<input type="checkbox"/> Contingent			
	<input type="checkbox"/> Debtor 2 only	<input type="checkbox"/> Unliquidated			
	<input type="checkbox"/> Debtor 1 and Debtor 2 only	<input type="checkbox"/> Disputed			
	<input type="checkbox"/> At least one of the debtors and another	Type of PRIORITY unsecured claim:			
	<input type="checkbox"/> Check if this claim is for a community debt	<input type="checkbox"/> Domestic support obligations			
	Is the claim subject to offset?	<input checked="" type="checkbox"/> Taxes and certain other debts you owe the government			
	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Claims for death or personal injury while you were intoxicated			
	<input type="checkbox"/> Yes	<input type="checkbox"/> Other. Specify _____			
		Federal Income Tax			

Part 2: List All of Your NONPRIORITY Unsecured Claims**3. Do any creditors have nonpriority unsecured claims against you?**
☐ No. You have nothing to report in this part. Submit this form to the court with your other schedules.

☒ Yes.
4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.
Total claim

Debtor 1 **Mary Ann Gilmore**

Case number (if know)

4.1

Ad Astra Recovery

Nonpriority Creditor's Name

**7330 W 33rd St Ste 118
Wichita, KS 67205**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt
- Is the claim subject to offset?**
- ☒ No
- ☐ Yes

Last 4 digits of account number **6275****\$315.00**When was the debt incurred? **Opened 07/15****As of the date you file, the claim is:** Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed
- Type of NONPRIORITY unsecured claim:**
- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☒ Other. Specify **Collection Attorney Speedycash.Com 94-Ca**

4.2

Advance America

Nonpriority Creditor's Name

**81673 U. S. Highway 111
Indio, CA 92201**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt
- Is the claim subject to offset?**
- ☒ No
- ☐ Yes

Last 4 digits of account number

\$0.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed
- Type of NONPRIORITY unsecured claim:**
- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☒ Other. Specify **Personal Loan**

4.3

California Budget Finance

Nonpriority Creditor's Name

**67460 E. Palm Canyon Drive
Cathedral City, CA 92234**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt
- Is the claim subject to offset?**
- ☒ No
- ☐ Yes

Last 4 digits of account number

\$500.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed
- Type of NONPRIORITY unsecured claim:**
- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☒ Other. Specify **Short Term Loan**

Debtor 1 **Mary Ann Gilmore**

Case number (if know)

4.4

Capital One

Nonpriority Creditor's Name

**Attn: General Corresp/Bk
PO Box 30285
Salt Lake City, UT 84130**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number **3745****\$461.00**When was the debt incurred? **Opened 08/15 Last Active 5/08/16****As of the date you file, the claim is:** Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☒ Other. Specify **Credit Card**

4.5

Cash Yes

Nonpriority Creditor's Name

**P.O. Box 3038
Evansville, IN 47730**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number

\$900.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☒ Other. Specify **Short term loan**

4.6

Cashback

Nonpriority Creditor's Name

**82158 CA-111
Indio, CA 92201**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number

\$500.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☒ Other. Specify **Short Term Loan**

Debtor 1 **Mary Ann Gilmore**

Case number (if know)

4.7

Cashbak, LLC

Nonpriority Creditor's Name

**c/o Prof Bureau of Collection of MD
PO Box 4157
Englewood, CO 80155**

Number Street City State Zip Code

Who incurred the debt? Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community debt****Is the claim subject to offset?**☒ No☐ YesLast 4 digits of account number **6874****\$315.00**When was the debt incurred? **11/28/2016****As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Personal Loan**

4.8

Cashnet USA

Nonpriority Creditor's Name

**P.O. Box 06230
Chicago, IL 60606**

Number Street City State Zip Code

Who incurred the debt? Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community debt****Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

\$305.00

When was the debt incurred?

As of the date you file, the claim is: Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Personal Loan**

4.9

Central Financial Control

Nonpriority Creditor's Name

**PO Box 66044
Anaheim, CA 92816**

Number Street City State Zip Code

Who incurred the debt? Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community debt****Is the claim subject to offset?**☒ No☐ YesLast 4 digits of account number **9017****\$3,924.00**When was the debt incurred? **Opened 5/12/14****As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Collection Account for John F.Kennedy Memorial Hosp**

Debtor 1 **Mary Ann Gilmore**

Case number (if know)

4.1
0**Central Financial Control**Last 4 digits of account number **5189** **\$297.00**

Nonpriority Creditor's Name

PO Box 66044When was the debt incurred? **Opened 11/16****Anaheim, CA 92816**

Number Street City State Zip Code

As of the date you file, the claim is: Check all that apply

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Contingent☐ Debtor 2 only☐ Unliquidated☐ Debtor 1 and Debtor 2 only☐ Disputed☐ At least one of the debtors and another

Type of NONPRIORITY unsecured claim:

☐ Check if this claim is for a community debt☐ Student loans

Is the claim subject to offset?

☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☒ No☐ Debts to pension or profit-sharing plans, and other similar debts☐ Yes☒ Other. Specify **Collection Account for John F.Kennedy Memorial Hosp**4.1
1**Check into Cash**Last 4 digits of account number **\$500.00**

Nonpriority Creditor's Name

82280 U. S. Highway 111

When was the debt incurred?

Indio, CA 92201

Number Street City State Zip Code

As of the date you file, the claim is: Check all that apply

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Contingent☐ Debtor 2 only☐ Unliquidated☐ Debtor 1 and Debtor 2 only☐ Disputed☐ At least one of the debtors and another

Type of NONPRIORITY unsecured claim:

☐ Check if this claim is for a community debt☐ Student loans

Is the claim subject to offset?

☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☒ No☐ Debts to pension or profit-sharing plans, and other similar debts☐ Yes☒ Other. Specify **Short term loan**4.1
2**Collins Asset Group**Last 4 digits of account number **7753** **\$499.00**

Nonpriority Creditor's Name

5725 W Highway 290 Ste 1When was the debt incurred? **Opened 06/14****Austin, TX 78735**

Number Street City State Zip Code

As of the date you file, the claim is: Check all that apply

Who incurred the debt? Check one.

☒ Debtor 1 only☐ Contingent☐ Debtor 2 only☐ Unliquidated☐ Debtor 1 and Debtor 2 only☐ Disputed☐ At least one of the debtors and another

Type of NONPRIORITY unsecured claim:

☐ Check if this claim is for a community debt☐ Student loans

Is the claim subject to offset?

☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☒ No☐ Debts to pension or profit-sharing plans, and other similar debts☐ Yes☒ Other. Specify **Collection Account for World Financial Network Bank-E**

Debtor 1 **Mary Ann Gilmore**

Case number (if know)

4.1
3**Express**

Nonpriority Creditor's Name

P.O.Box 659728**Des Moines, IA 50359**

Number Street City State Zip Code

Who incurred the debt? Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community debt****Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

\$300.00

When was the debt incurred?

2015**As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Misc. purchaes**4.1
4**Frontier Communication**

Nonpriority Creditor's Name

19 John St**Middletown, NY 10940**

Number Street City State Zip Code

Who incurred the debt? Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community debt****Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

5155**\$1,578.00**

When was the debt incurred?

Opened 03/15 Last Active 4/11/16**As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Internet**4.1
5**GLELSI/Sun Trust Bank**

Nonpriority Creditor's Name

PO Box 7860**Madison, WI 53707**

Number Street City State Zip Code

Who incurred the debt? Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community debt****Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

3303**\$131,398.00**

When was the debt incurred?

Opened 08/96 Last Active 5/20/16**As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☒ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☐ Other. Specify**Educational**

Debtor 1 **Mary Ann Gilmore**

Case number (if know) _____

4.1
6**Ideal Gelt**

Last 4 digits of account number _____

\$1,000.00

Nonpriority Creditor's Name

**790 W. San Houston Parkway N.
#202
Houston, TX 77024**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify **Personal Loan**4.1
7**Kohls/Capital One**

Last 4 digits of account number _____

5943**\$543.00**

Nonpriority Creditor's Name

**Kohls Credit
PO Box 3043
Milwaukee, WI 53201**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

When was the debt incurred? **Opened 10/13 Last Active
2/24/14**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify **Charge Account**4.1
8**Loanme Inc**

Last 4 digits of account number _____

3482**\$1,306.00**

Nonpriority Creditor's Name

**1900 S State St Ste 300
Anaheim, CA 92806**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

When was the debt incurred? **Opened 03/15 Last Active
8/27/16**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify **Judgment**

Debtor 1 **Mary Ann Gilmore**

Case number (if know)

4.1
9**PayPal Credit**

Nonpriority Creditor's Name

POB 105658**Atlanta, GA 30348-5658**

Number Street City State Zip Code

Who incurred the debt? Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community debt****Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

\$500.00

When was the debt incurred?

2015**As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Misc. Purchaes**4.2
0**RCLS - La Quinta Library**

Nonpriority Creditor's Name

78-275 Calle Tampico**La Quinta, CA 92253**

Number Street City State Zip Code

Who incurred the debt? Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community debt****Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

\$43.49

When was the debt incurred?

As of the date you file, the claim is: Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Library fines and books**4.2
1**Real Time Resolutions**

Nonpriority Creditor's Name

1349 Empire Central Dr**Dallas, TX 75247**

Number Street City State Zip Code

Who incurred the debt? Check one.☒ Debtor 1 only☐ Debtor 2 only☐ Debtor 1 and Debtor 2 only☐ At least one of the debtors and another☐ **Check if this claim is for a community debt****Is the claim subject to offset?**☒ No☐ Yes

Last 4 digits of account number

7274**\$2,429.00**

When was the debt incurred?

Opened 11/14**As of the date you file, the claim is:** Check all that apply☐ Contingent☐ Unliquidated☐ Disputed**Type of NONPRIORITY unsecured claim:**☐ Student loans☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims☐ Debts to pension or profit-sharing plans, and other similar debts☒ Other. Specify **Collection Account for Check N Go**

Debtor 1 **Mary Ann Gilmore**

Case number (if know) _____

4.2
2**Seven Group**

Nonpriority Creditor's Name

**114 Walnut St.
Harrisburg, PA 17101**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number _____

\$300.00**When was the debt incurred?** _____**As of the date you file, the claim is:** Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify **Short Term Loan**4.2
3**United Cash**

Nonpriority Creditor's Name

**3531 P.St., MW
Miami, OK 74354**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number _____

\$1,250.00**When was the debt incurred?** _____**As of the date you file, the claim is:** Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify **Personal Loan**4.2
4**United Consumer Financial Services**

Nonpriority Creditor's Name

**PO Box 856290
Louisville, KY 40285**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ **Check if this claim is for a community debt**

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Last 4 digits of account number **9366****\$2,000.00****When was the debt incurred?** **2014****As of the date you file, the claim is:** Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts

☒ Other. Specify **Misc. Purchases**

Debtor 1 **Mary Ann Gilmore**

Case number (if know) _____

4.2
5**Verizon**Last 4 digits of account number **0001** **\$325.00**

Nonpriority Creditor's Name

**Verizon Wireless BK Admin
500 Tecnolgy Dr Ste 500
Weldon Springs, MO 63304**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

Opened 04/15 Last Active
10/31/15

When was the debt incurred?

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☒ Other. Specify **Wireless Service**

4.2
6**Victoria's Secret**Last 4 digits of account number **\$300.00**

Nonpriority Creditor's Name

**P.O. Box 182128
Columbus, OH 43218**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

When was the debt incurred? **2015**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☒ Other. Specify **Misc. Purchases**

4.2
7**Wells Fargo Bank**Last 4 digits of account number **\$300.00**

Nonpriority Creditor's Name

**P.O. Box 5943
Sioux Falls, SD 57117**

Number Street City State Zip Code

Who incurred the debt? Check one.

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another
- ☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☒ No
- ☐ Yes

When was the debt incurred? **2016**

As of the date you file, the claim is: Check all that apply

- ☐ Contingent
- ☐ Unliquidated
- ☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
- ☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
- ☐ Debts to pension or profit-sharing plans, and other similar debts
- ☒ Other. Specify **Personal Loan**

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Debtor 1 **Mary Ann Gilmore**

Case number (if know)

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. §159. Add the amounts for each type of unsecured claim.

Total claims from Part 1	6a. Domestic support obligations	6a.	\$	Total Claim 0.00
	6b. Taxes and certain other debts you owe the government	6b.	\$	552.54
	6c. Claims for death or personal injury while you were intoxicated	6c.	\$	0.00
	6d. Other. Add all other priority unsecured claims. Write that amount here.	6d.	\$	0.00
	6e. Total Priority. Add lines 6a through 6d.	6e.	\$	552.54
Total claims from Part 2	6f. Student loans	6f.	\$	Total Claim 131,398.00
	6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims	6g.	\$	0.00
	6h. Debts to pension or profit-sharing plans, and other similar debts	6h.	\$	0.00
	6i. Other. Add all other nonpriority unsecured claims. Write that amount here.	6i.	\$	20,690.49
	6j. Total Nonpriority. Add lines 6f through 6i.	6j.	\$	152,088.49

Fill in this information to identify your case:

Debtor 1	Mary Ann Gilmore		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

- Do you have any executory contracts or unexpired leases?**
☒ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
☐ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).
- List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone).** See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease Name, Number, Street, City, State and ZIP Code	State what the contract or lease is for
2.1	
Name	
Number Street	
City State ZIP Code	
2.2	
Name	
Number Street	
City State ZIP Code	
2.3	
Name	
Number Street	
City State ZIP Code	
2.4	
Name	
Number Street	
City State ZIP Code	
2.5	
Name	
Number Street	
City State ZIP Code	

Fill in this information to identify your case:

Debtor 1	Mary Ann Gilmore		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106H Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.)

- ☒ No
☐ Yes

2. Within the last 8 years, have you lived in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

- ☐ No. Go to line 3.
☒ Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?

- ☐ No
☒ Yes.

In which community state or territory did you live? -NONE-. Fill in the name and current address of that person.

Name of your spouse, former spouse, or legal equivalent
Number, Street, City, State & Zip Code

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

Column 1: Your codebtor

Name, Number, Street, City, State and ZIP Code

Column 2: The creditor to whom you owe the debt

Check all schedules that apply:

3.1

Name

Number Street
City State ZIP Code

- ☐ Schedule D, line _____
☐ Schedule E/F, line _____
☐ Schedule G, line _____

3.2

Name

Number Street
City State ZIP Code

- ☐ Schedule D, line _____
☐ Schedule E/F, line _____
☐ Schedule G, line _____

Fill in this information to identify your case:

Debtor 1 Mary Ann Gilmore

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number
(If known)

Check if this is:

- ☐ An amended filing
☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

Occupation

Employer's name

Employer's address

Debtor 1

- ☒ Employed
☐ Not employed

Nurse

Desert Oasis Healthcare

275 N. El Cielo
Palm Springs, CA 92262

Debtor 2 or non-filing spouse

- ☐ Employed
☐ Not employed

How long employed there? 7/7/2014 to present

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2. \$ <u>0.00</u>	\$ <u>N/A</u>
3. Estimate and list monthly overtime pay.	3. +\$ <u>0.00</u>	+\$ <u>N/A</u>
4. Calculate gross income. Add line 2 + line 3.	4. \$ <u>0.00</u>	\$ <u>N/A</u>

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

		For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4.	\$ 0.00	\$ N/A
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	5a.	\$ 0.00	\$ N/A
5b. Mandatory contributions for retirement plans	5b.	\$ 0.00	\$ N/A
5c. Voluntary contributions for retirement plans	5c.	\$ 0.00	\$ N/A
5d. Required repayments of retirement fund loans	5d.	\$ 0.00	\$ N/A
5e. Insurance	5e.	\$ 0.00	\$ N/A
5f. Domestic support obligations	5f.	\$ 0.00	\$ N/A
5g. Union dues	5g.	\$ 0.00	\$ N/A
5h. Other deductions. Specify:	5h.+	\$ 0.00	\$ N/A
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	\$ 0.00	\$ N/A
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7.	\$ 0.00	\$ N/A
8. List all other income regularly received:			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	\$ 0.00	\$ N/A
8b. Interest and dividends	8b.	\$ 0.00	\$ N/A
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c.	\$ 0.00	\$ N/A
8d. Unemployment compensation	8d.	\$ 0.00	\$ N/A
8e. Social Security	8e.	\$ 0.00	\$ N/A
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f.	\$ 0.00	\$ N/A
8g. Pension or retirement income	8g.	\$ 0.00	\$ N/A
8h. Other monthly income. Specify:	8h.+	\$ 0.00	\$ N/A
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$ 0.00	\$ N/A
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10.	\$ 0.00	\$ N/A
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify:			
	11.	+\$ 0.00	
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities and Related Data</i> , if it applies	12.	\$ 0.00	
Combined monthly income			
13. Do you expect an increase or decrease within the year after you file this form?			
<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain:			

Fill in this information to identify your case:

Debtor 1 Mary Ann Gilmore

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number _____
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

☒ No. Go to line 2.

☐ Yes. Does Debtor 2 live in a separate household?

☐ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes. Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Do not state the dependents names.

Grandson

11

☐ No

☒ Yes

Grandson

13

☐ No

☒ Yes

☐ No

☐ Yes

☐ No

☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 0.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 0.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

6. Utilities:								
6a. Electricity, heat, natural gas	6a. \$	0.00						
6b. Water, sewer, garbage collection	6b. \$	0.00						
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	0.00						
6d. Other. Specify: _____	6d. \$	0.00						
7. Food and housekeeping supplies		7. \$ 0.00						
8. Childcare and children's education costs		8. \$ 0.00						
9. Clothing, laundry, and dry cleaning		9. \$ 0.00						
10. Personal care products and services		10. \$ 0.00						
11. Medical and dental expenses		11. \$ 0.00						
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.		12. \$ 0.00						
13. Entertainment, clubs, recreation, newspapers, magazines, and books		13. \$ 0.00						
14. Charitable contributions and religious donations		14. \$ 0.00						
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.								
15a. Life insurance	15a. \$	0.00						
15b. Health insurance	15b. \$	0.00						
15c. Vehicle insurance	15c. \$	0.00						
15d. Other insurance. Specify: _____	15d. \$	0.00						
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: _____		16. \$ 0.00						
17. Installment or lease payments:								
17a. Car payments for Vehicle 1	17a. \$	0.00						
17b. Car payments for Vehicle 2	17b. \$	0.00						
17c. Other. Specify: _____	17c. \$	0.00						
17d. Other. Specify: _____	17d. \$	0.00						
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).		18. \$ 0.00						
19. Other payments you make to support others who do not live with you. Specify: _____		\$ 0.00						
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.								
20a. Mortgages on other property	20a. \$	0.00						
20b. Real estate taxes	20b. \$	0.00						
20c. Property, homeowner's, or renter's insurance	20c. \$	0.00						
20d. Maintenance, repair, and upkeep expenses	20d. \$	0.00						
20e. Homeowner's association or condominium dues	20e. \$	0.00						
21. Other: Specify: _____	21. +\$	0.00						
22. Calculate your monthly expenses								
22a. Add lines 4 through 21.	<div style="border: 1px solid black; padding: 5px;"> <table border="0"> <tr> <td>\$</td> <td>0.00</td> </tr> <tr> <td>\$</td> <td></td> </tr> <tr> <td>\$</td> <td>0.00</td> </tr> </table> </div>		\$	0.00	\$		\$	0.00
\$			0.00					
\$								
\$	0.00							
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2								
22c. Add line 22a and 22b. The result is your monthly expenses.								
23. Calculate your monthly net income.								
23a. Copy line 12 (<i>your combined monthly income</i>) from Schedule I.	23a. \$	0.00						
23b. Copy your monthly expenses from line 22c above.	23b. -\$	0.00						
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$	0.00						
24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?								
<input checked="" type="checkbox"/> No.								
<input type="checkbox"/> Yes. Explain here:								

Fill in this information to identify your case:

Debtor 1	Mary Ann Gilmore		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106Dec

Declaration About an Individual Debtor's Schedules

12/15

If two married people are filing together, both are equally responsible for supplying correct information.

You must file this form whenever you file bankruptcy schedules or amended schedules. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Sign Below

Did you pay or agree to pay someone who is NOT an attorney to help you fill out bankruptcy forms?

☒ No

☐ Yes. Name of person _____ Attach Bankruptcy Petition Preparer's Notice, Declaration, and Signature (Official Form 119)

Under penalty of perjury, I declare that I have read the summary and schedules filed with this declaration and that they are true and correct.

X /s/ Mary Ann Gilmore
Mary Ann Gilmore
Signature of Debtor 1

X _____
Signature of Debtor 2

Date May 2, 2017

Date _____

Fill in this information to identify your case:

Debtor 1 **Mary Ann Gilmore**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA**

Case number
(if known)

☐ Check if this is an amended filing

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

4/16

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- ☐ Married
☒ Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- ☒ No
☐ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:

**Dates Debtor 1
lived there**

Debtor 2 Prior Address:

**Dates Debtor 2
lived there**

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

- ☐ No
☒ Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2 Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- ☒ No
☐ Yes. Fill in the details.

Debtor 1

Sources of income
Check all that apply.

Gross income
(before deductions and exclusions)

Debtor 2

Sources of income
Check all that apply.

Gross income
(before deductions and exclusions)

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

5. Did you receive any other income during this year or the two previous calendar years?

Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- ☒ No
☐ Yes. Fill in the details.

Debtor 1 Sources of income Describe below.	Gross income from each source (before deductions and exclusions)	Debtor 2 Sources of income Describe below.	Gross income (before deductions and exclusions)
--	---	--	---

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy

6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?

- ☐ No. **Neither Debtor 1 nor Debtor 2 has primarily consumer debts.** *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,425* or more?

- ☐ No. Go to line 7.
☐ Yes List below each creditor to whom you paid a total of \$6,425* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

* Subject to adjustment on 4/01/19 and every 3 years after that for cases filed on or after the date of adjustment.

- ☒ Yes. **Debtor 1 or Debtor 2 or both have primarily consumer debts.**

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?

- ☒ No. Go to line 7.
☐ Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
-----------------------------	------------------	-------------------	----------------------	--------------------------

7. Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?

Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

- ☒ No
☐ Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
----------------------------	------------------	-------------------	----------------------	-------------------------

8. Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?

Include payments on debts guaranteed or cosigned by an insider.

- ☒ No
☐ Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
----------------------------	------------------	-------------------	----------------------	--

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?

List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- ☐ No
☐ Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
---------------------------	--------------------	-----------------	--------------------

10. Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?
 Check all that apply and fill in the details below.

- ☐ No. Go to line 11.
☐ Yes. Fill in the information below.

Creditor Name and Address	Describe the Property Explain what happened	Date	Value of the property
---------------------------	--	------	-----------------------

11. Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?

- ☐ No
☐ Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount
---------------------------	---------------------------------------	-----------------------	--------

12. Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?

- ☐ No
☐ Yes

Part 5: List Certain Gifts and Contributions

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

- ☐ No
☐ Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person Person to Whom You Gave the Gift and Address:	Describe the gifts	Dates you gave the gifts	Value
---	--------------------	--------------------------	-------

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

- ☐ No
☐ Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600 Charity's Name Address (Number, Street, City, State and ZIP Code)	Describe what you contributed	Dates you contributed	Value
--	-------------------------------	-----------------------	-------

Part 6: List Certain Losses

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

- ☐ No
☐ Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of <i>Schedule A/B: Property</i> .	Date of your loss	Value of property lost
--	---	-------------------	------------------------

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

Part 7: List Certain Payments or Transfers

16. **Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?**
Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

- ☒ No
☐ Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
---	---	-----------------------------------	-------------------

17. **Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?**
Do not include any payment or transfer that you listed on line 16.

- ☒ No
☐ Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
--------------------------------	---	-----------------------------------	-------------------

18. **Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?**
Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

- ☒ No
☐ Yes. Fill in the details.

Person Who Received Transfer Address Person's relationship to you	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made
---	---	--	------------------------

19. **Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary?** (These are often called *asset-protection devices*.)

- ☒ No
☐ Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made
---------------	---	------------------------

Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. **Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?**
Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- ☒ No
☐ Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
--	---------------------------------	-------------------------------	--	---

21. **Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?**

- ☒ No
☐ Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
---	--	-----------------------	-----------------------

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- ☐ No
☐ Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
--	---	-----------------------	-----------------------

Part 9: Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- ☐ No
☐ Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value
--	--	-----------------------	-------

Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- ☐ No
☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
--	---	-----------------------------------	----------------

25. Have you notified any governmental unit of any release of hazardous material?

- ☐ No
☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
--	---	-----------------------------------	----------------

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- ☐ No
☐ Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
---------------------------	---	--------------------	--------------------

Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- ☐ A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
☐ A member of a limited liability company (LLC) or limited liability partnership (LLP)

Debtor 1 **Mary Ann Gilmore**

Case number (if known) _____

- ☐ A partner in a partnership
- ☐ An officer, director, or managing executive of a corporation
- ☐ An owner of at least 5% of the voting or equity securities of a corporation

☒ No. None of the above applies. Go to Part 12.

☐ Yes. Check all that apply above and fill in the details below for each business.

Business Name

Address

(Number, Street, City, State and ZIP Code)

Describe the nature of the business

Name of accountant or bookkeeper

Employer Identification number

Do not include Social Security number or ITIN.

Dates business existed

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

☒ No

☐ Yes. Fill in the details below.

Name

Address

(Number, Street, City, State and ZIP Code)

Date Issued

Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

/s/ Mary Ann Gilmore

Mary Ann Gilmore

Signature of Debtor 1

Signature of Debtor 2

Date May 2, 2017

Date

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

☒ No

☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

☒ No

☐ Yes. Name of Person _____. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Fill in this information to identify your case:

Debtor 1 **Mary Ann Gilmore**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number
(if known)

☐ Check if this is an amended filing

Official Form 108
Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- ☒ creditors have claims secured by your property, or
- ☒ you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name:	<input type="checkbox"/> Surrender the property.	<input type="checkbox"/> No
Description of property securing debt:	<input type="checkbox"/> Retain the property and redeem it.	<input type="checkbox"/> Yes
	<input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> .	
	<input type="checkbox"/> Retain the property and [explain]:	
Creditor's name:	<input type="checkbox"/> Surrender the property.	<input type="checkbox"/> No
Description of property securing debt:	<input type="checkbox"/> Retain the property and redeem it.	<input type="checkbox"/> Yes
	<input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> .	
	<input type="checkbox"/> Retain the property and [explain]:	
Creditor's name:	<input type="checkbox"/> Surrender the property.	<input type="checkbox"/> No
Description of property securing debt:	<input type="checkbox"/> Retain the property and redeem it.	<input type="checkbox"/> Yes
	<input type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> .	
	<input type="checkbox"/> Retain the property and [explain]:	
Creditor's name:	<input type="checkbox"/> Surrender the property.	<input type="checkbox"/> No

Debtor 1 Mary Ann Gilmore Case number (if known) _____

name:

☐ Retain the property and redeem it.

☐ Yes

Description of
property

☐ Retain the property and enter into a
Reaffirmation Agreement.

securing debt:

☐ Retain the property and [explain]:

Part 2: List Your Unexpired Personal Property Leases

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases

Will the lease be assumed?

Lessor's name:

☐ No

Description of leased

Property:

☐ Yes

Lessor's name:

☐ No

Description of leased

Property:

☐ Yes

Lessor's name:

☐ No

Description of leased

Property:

☐ Yes

Lessor's name:

☐ No

Description of leased

Property:

☐ Yes

Lessor's name:

☐ No

Description of leased

Property:

☐ Yes

Lessor's name:

☐ No

Description of leased

Property:

☐ Yes

Lessor's name:

☐ No

Description of leased

Property:

☐ Yes

Part 3: Sign Below

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

X /s/ Mary Ann Gilmore

X _____

Mary Ann Gilmore

Signature of Debtor 2

Signature of Debtor 1

Date May 2, 2017

Date _____

United States Bankruptcy Court
Central District of California

In re **Mary Ann Gilmore**

Debtor(s)

Case No.

Chapter

7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:
- | | | |
|---|----|-------------|
| For legal services, I have agreed to accept | \$ | 0.00 |
| Prior to the filing of this statement I have received | \$ | 0.00 |
| Balance Due | \$ | 0.00 |
2. \$ **0.00** of the filing fee has been paid.
3. The source of the compensation paid to me was:
- ☐ Debtor ☒ Other (specify):
4. The source of compensation to be paid to me is:
- ☒ Debtor ☐ Other (specify):
5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
- ☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
- Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
 - Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
 - Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
 - [Other provisions as needed]
7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:
Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

May 2, 2017

Date

/s/ Patricia M. Ashcraft

Patricia M. Ashcraft 109661

Signature of Attorney

Law Offices of Gregory Ashcraft, APC

dba: The Ashcraft Firm

25096 Jefferson Avenue, Suite A

Murrieta, CA 92562

951-304-3431 Fax: 951-304-0941

pmashcraft@ashcraftfirm.com

Name of law firm

Fill in this information to identify your case:

Debtor 1 Mary Ann Gilmore

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California

Case number _____
(if known)

Check one box only as directed in this form and in Form 122A-1Supp:

- ☒ 1. There is no presumption of abuse
- ☐ 2. The calculation to determine if a presumption of abuse applies will be made under *Chapter 7 Means Test Calculation* (Official Form 122A-2).
- ☐ 3. The Means Test does not apply now because of qualified military service but it could apply later.
- ☐ Check if this is an amended filing

Official Form 122A - 1

Chapter 7 Statement of Your Current Monthly Income

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known). If you believe that you are exempted from a presumption of abuse because you do not have primarily consumer debts or because of qualifying military service, complete and file *Statement of Exemption from Presumption of Abuse Under § 707(b)(2)* (Official Form 122A-1Supp) with this form.

Part 1: Calculate Your Current Monthly Income

1. What is your marital and filing status? Check one only.

- ☒ **Not married.** Fill out Column A, lines 2-11.
- ☐ **Married and your spouse is filing with you.** Fill out both Columns A and B, lines 2-11.
- ☐ **Married and your spouse is NOT filing with you. You and your spouse are:**
- ☐ **Living in the same household and are not legally separated.** Fill out both Columns A and B, lines 2-11.
- ☐ **Living separately or are legally separated.** Fill out Column A, lines 2-11; do not fill out Column B. By checking this box, you declare under penalty of perjury that you and your spouse are legally separated under nonbankruptcy law that applies or that you and your spouse are living apart for reasons that do not include evading the Means Test requirements. 11 U.S.C § 707(b)(7)(B).

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).	\$ 0.00	\$
3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.	\$ 0.00	\$
4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.	\$ 0.00	\$
5. Net income from operating a business, profession, or farm		
	Debtor 1	
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from a business, profession, or farm	\$ 0.00	Copy here -> \$ 0.00
6. Net income from rental and other real property		
	Debtor 1	
Gross receipts (before all deductions)	\$ 0.00	
Ordinary and necessary operating expenses	-\$ 0.00	
Net monthly income from rental or other real property	\$ 0.00	Copy here -> \$ 0.00
7. Interest, dividends, and royalties	\$ 0.00	\$

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
8. Unemployment compensation	\$ 0.00	\$
Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:		
For you	\$ 0.00	
For your spouse	\$	
9. Pension or retirement income. Do not include any amount received that was a benefit under the Social Security Act.	\$ 0.00	\$
10. Income from all other sources not listed above. Specify the source and amount. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism. If necessary, list other sources on a separate page and put the total below.	\$ 0.00	\$
	\$ 0.00	\$
Total amounts from separate pages, if any.	+ \$ 0.00	\$
11. Calculate your total current monthly income. Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	\$ 0.00	+ \$ = \$ 0.00
		Total current monthly income

Part 2: Determine Whether the Means Test Applies to You

12. Calculate your current monthly income for the year. Follow these steps:

12a. Copy your total current monthly income from line 11 **Copy line 11 here=>** \$ **0.00**

Multiply by 12 (the number of months in a year)

12b. The result is your annual income for this part of the form 12b. \$ **0.00**

13. Calculate the median family income that applies to you. Follow these steps:

Fill in the state in which you live. **CA**

Fill in the number of people in your household. **3**

Fill in the median family income for your state and size of household. 13. \$ **75,160.00**

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

14. How do the lines compare?

14a. ☒ Line 12b is less than or equal to line 13. On the top of page 1, check box 1, *There is no presumption of abuse.* Go to Part 3.

14b. ☐ Line 12b is more than line 13. On the top of page 1, check box 2, *The presumption of abuse is determined by Form 122A-2.* Go to Part 3 and fill out Form 122A-2.

Part 3: Sign Below

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X /s/ Mary Ann Gilmore

Mary Ann Gilmore
Signature of Debtor 1

Date **May 2, 2017**

MM / DD / YYYY

If you checked line 14a, do NOT fill out or file Form 122A-2.

If you checked line 14b, fill out Form 122A-2 and file it with this form.

Attorney or Party Name, Address, Telephone & FAX Nos.,
 State Bar No. & Email Address
Patricia M. Ashcraft
dba: The Ashcraft Firm
25096 Jefferson Avenue, Suite A
Murrieta, CA 92562
951-304-3431 Fax: 951-304-0941
 California State Bar Number: **109661**
pmashcraft@ashcraftfirm.com

FOR COURT USE ONLY

☐ Debtor(s) appearing without an attorney

☒ Attorney for Debtor

**UNITED STATES BANKRUPTCY COURT
 CENTRAL DISTRICT OF CALIFORNIA**

In re:

Mary Ann Gilmore

CASE NO.:
 CHAPTER: 7

**VERIFICATION OF MASTER
 MAILING LIST OF CREDITORS**

[LBR 1007-1(a)]

Debtor(s).

Pursuant to LBR 1007-1(a), the Debtor, or the Debtor's attorney if applicable, certifies under penalty of perjury that the master mailing list of creditors filed in this bankruptcy case, consisting of 4 sheet(s) is complete, correct, and consistent with the Debtor's schedules and I/we assume all responsibility for errors and omissions.

Date: May 2, 2017

/s/ Mary Ann Gilmore

Signature of Debtor 1

Date: _____

Signature of Debtor 2 (joint debtor)) (if applicable)

Date: May 2, 2017

/s/ Patricia M. Ashcraft

Signature of Attorney for Debtor (if applicable)

Mary Ann Gilmore
51860 Avenida Madero
La Quinta, CA 92253

Patricia M. Ashcraft
Law Offices of Gregory Ashcraft, APC
dba: The Ashcraft Firm
25096 Jefferson Avenue, Suite A
Murrieta, CA 92562

Ad Astra Recovery
7330 W 33rd St Ste 118
Wichita, KS 67205

Advance America
81673 U. S. Highway 111
Indio, CA 92201

Ally Financial
200 Renaissance Ctr
Detroit, MI 48243

California Budget Finance
67460 E. Palm Canyon Drive
Cathedral City, CA 92234

Capital One
Attn: General Corresp/Bk
PO Box 30285
Salt Lake City, UT 84130

Cash Yes
P.O. Box 3038
Evansville, IN 47730

Cashback
82158 CA-111
Indio, CA 92201

Cashbak, LLC
c/o Prof Bureau of Collection of MD
PO Box 4157
Englewood, CO 80155

Cashnet USA
P.O. Box 06230
Chicago, IL 60606

Central Financial Control
PO Box 66044
Anaheim, CA 92816

Check into Cash
82280 U. S. Highway 111
Indio, CA 92201

Collins Asset Group
5725 W Highway 290 Ste 1
Austin, TX 78735

Express
P.O.Box 659728
Des Moines, IA 50359

Frontier Communication
19 John St
Middletown, NY 10940

GLELSI/Sun Trust Bank
PO Box 7860
Madison, WI 53707

Ideal Gelt
790 W. San Houston Parkway N. #202
Houston, TX 77024

Internal Revenue Service
Centralized Insolvency Operations
P.O. Box 7346
Philadelphia, PA 19101-7346

Kohls/Capital One
Kohls Credit
PO Box 3043
Milwaukee, WI 53201

Loanme Inc
1900 S State St Ste 300
Anaheim, CA 92806

PayPal Credit
POB 105658
Atlanta, GA 30348-5658

RCLS - La Quinta Library
78-275 Calle Tampico
La Quinta, CA 92253

Real Time Resolutions
1349 Empire Central Dr
Dallas, TX 75247

Seven Group
114 Walnut St.
Harrisburg, PA 17101

United Cash
3531 P.St., MW
Miami, OK 74354

United Consumer Financial Services
PO Box 856290
Louisville, KY 40285

Verizon
Verizon Wireless BK Admin
500 Tecnolgy Dr Ste 500
Weldon Springs, MO 63304

Victoria's Secret
P.O. Box 182128
Columbus, OH 43218

Wells Fargo Bank
P.O. Box 5943
Sioux Falls, SD 57117

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address	FOR COURT USE ONLY
Patricia M. Ashcraft Law Offices of Gregory C. Ashcraft, APC 25096 Jefferson Avenue, Suite A Murrieta, CA 92562 951-304-3431 Fax: 951-304-0941 109661 pmashcraft@ashcraftfirm.com	
<input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for Debtor	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA	
In re: <div style="text-align: center;">Mary Ann Gilmore</div>	CASE NO.: 6:17-bk-13682-SC CHAPTER: 7
Debtor(s)	SUMMARY OF AMENDED SCHEDULES, MASTER MAILING LIST, AND/OR STATEMENTS [LBR 1007-1(c)]

A filing fee is required to amend Schedules D, or E/F (see Abbreviated Fee Schedule on the Court's website www.cacb.uscourts.gov). A supplemental master mailing list (do not repeat any creditors on the original) is also required as an attachment if creditors are being added to the Schedule D or E/F. Are one or more creditors being added? ☐ Yes ☐ No

The following schedules, master mailing list or statements (check all that apply) are being amended:

- ☒ Schedule A/B ☒ Schedule C ☐ Schedule D ☐ Schedule E/F ☒ Schedule G
☐ Schedule H ☒ Schedule I ☒ Schedule J ☐ Schedule J-2 ☒ Statement of Financial Affairs
☐ Statement About Your Social Security Number(s) ☒ Statement of Intentions ☐ Master Mailing List
☐ Other (specify) Atty Comp (Form 2030); Means Test (Form 121A)

I/we declare under penalty of perjury under the laws of the United States that the amended schedules, master mailing list, and or statements are true and correct.

Date: May 3, 2017


 Mary Ann Gilmore
 Debtor 1 Signature

Debtor 2 (Joint Debtor) Signature (if applicable)

NOTE: It is the responsibility of the Debtor, or the Debtor's attorney, to serve copies of all amendments on all creditors listed in this Summary of Amended Schedules, Master Mailing List, and/or Statements, and to complete and file the attached Proof of Service of Document.

Fill in this information to identify your case and this filing:

Debtor 1	Mary Ann Gilmore		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA			
Case number _____			

☐ Check if this is an amended filing

Official Form 106A/B

Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☒ No. Go to Part 2.
☐ Yes. Where is the property?

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

- ☐ No
☒ Yes

3.1 Make: **Pontiac**
 Model: **Grand Am**
 Year: **2000**
 Approximate mileage: **167,000**
 Other information:

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? Current value of the portion you own?

☐ Check if this is community property (see instructions)

\$1,121.00

\$1,121.00

3.2 Make: **Cadillac**
 Model: **CTS**
 Year: **2010**
 Approximate mileage: **167,000**
 Other information:

Who has an interest in the property? Check one

- ☒ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property? Current value of the portion you own?

☐ Check if this is community property (see instructions)

\$11,515.00

\$11,515.00

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories
 Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

- ☒ No
☐ Yes

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$12,636.00**Part 3: Describe Your Personal and Household Items**

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

6. Household goods and furnishings*Examples:* Major appliances, furniture, linens, china, kitchenware☐ No☒ Yes. Describe.....**Usual household goods****\$5,000.00****7. Electronics***Examples:* Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games☐ No☒ Yes. Describe.....**Laptop computer, LG tablet, smartphone, 4 TV's****\$1,000.00****8. Collectibles of value***Examples:* Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles☒ No☐ Yes. Describe.....**9. Equipment for sports and hobbies***Examples:* Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments☒ No☐ Yes. Describe.....**10. Firearms***Examples:* Pistols, rifles, shotguns, ammunition, and related equipment☒ No☐ Yes. Describe.....**11. Clothes***Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories☐ No☒ Yes. Describe.....**Personal clothing****\$100.00****12. Jewelry***Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver☒ No☐ Yes. Describe.....**13. Non-farm animals***Examples:* Dogs, cats, birds, horses☒ No☐ Yes. Describe.....**14. Any other personal and household items you did not already list, including any health aids you did not list**☒ No☐ Yes. Give specific information.....

Debtor 1 Mary Ann Gilmore

Case number (if known)

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here

\$6,100.00**Part 4: Describe Your Financial Assets**

Do you own or have any legal or equitable interest in any of the following?

Current value of the
portion you own?
Do not deduct secured
claims or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

☒ No☐ Yes.....**17. Deposits of money**

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

☐ No☒ Yes.....

Institution name:

17.1.

Rabo Bank\$1,800.00**18. Bonds, mutual funds, or publicly traded stocks**

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

☒ No☐ Yes.....

Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture☒ No☐ Yes. Give specific information about them.....

Name of entity:

% of ownership:

20. Government and corporate bonds and other negotiable and non-negotiable instruments

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders.

Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

☒ No☐ Yes. Give specific information about them

Issuer name:

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

☐ No☒ Yes. List each account separately.

Type of account:

Institution name:

401k through employer\$3,500.00**22. Security deposits and prepayments**

Your share of all unused deposits you have made so that you may continue service or use from a company

Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

☐ No☒ Yes.

Institution name or individual:

Security deposit with landlord\$2,050.00**23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)**☒ No☐ Yes.....

Issuer name and description.

Debtor 1 **Mary Ann Gilmore**

Case number (if known) _____

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

☒ No☐ Yes..... Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):**25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit**☒ No☐ Yes. Give specific information about them...**26. Patents, copyrights, trademarks, trade secrets, and other intellectual property***Examples:* Internet domain names, websites, proceeds from royalties and licensing agreements☒ No☐ Yes. Give specific information about them...**27. Licenses, franchises, and other general intangibles***Examples:* Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses☒ No☐ Yes. Give specific information about them...**Money or property owed to you?****Current value of the
portion you own?
Do not deduct secured
claims or exemptions.****28. Tax refunds owed to you**☐ No☒ Yes. Give specific information about them, including whether you already filed the returns and the tax years.....**2016 State tax refund****\$1,113.00****29. Family support***Examples:* Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement☒ No☐ Yes. Give specific information.....**30. Other amounts someone owes you***Examples:* Unpaid wages, disability insurance payments, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else☒ No☐ Yes. Give specific information..**31. Interests in insurance policies***Examples:* Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance☐ No☒ Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund
value:**Term life insurance through employer;
no cash value****\$0.00****32. Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

☒ No☐ Yes. Give specific information..

Debtor 1 **Mary Ann Gilmore**

Case number (if known) _____

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment*Examples: Accidents, employment disputes, insurance claims, or rights to sue*☒ No☐ Yes. Describe each claim.....**34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims**☒ No☐ Yes. Describe each claim.....**35. Any financial assets you did not already list**☒ No☐ Yes. Give specific information..**36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....****\$8,463.00****Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.****37. Do you own or have any legal or equitable interest in any business-related property?**☒ No. Go to Part 6.☐ Yes. Go to line 38.**Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In. If you own or have an interest in farmland, list it in Part 1.****46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?**☒ No. Go to Part 7.☐ Yes. Go to line 47.**Part 7: Describe All Property You Own or Have an Interest In That You Did Not List Above****53. Do you have other property of any kind you did not already list?***Examples: Season tickets, country club membership*☒ No☐ Yes. Give specific information.....**54. Add the dollar value of all of your entries from Part 7. Write that number here****\$0.00****Part 8: List the Totals of Each Part of this Form**

55. Part 1: Total real estate, line 2		\$0.00
56. Part 2: Total vehicles, line 5	\$12,636.00	
57. Part 3: Total personal and household items, line 15	\$6,100.00	
58. Part 4: Total financial assets, line 36	\$8,463.00	
59. Part 5: Total business-related property, line 45	\$0.00	
60. Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61. Part 7: Total other property not listed, line 54	\$0.00	
62. Total personal property. Add lines 56 through 61...	\$27,199.00	Copy personal property total \$27,199.00
63. Total of all property on Schedule A/B. Add line 55 + line 62		\$27,199.00

Fill in this information to identify your case:

Debtor 1	Mary Ann Gilmore		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/16

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)

☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
2000 Pontiac Grand Am 167,000 miles Line from <i>Schedule A/B</i> : 3.1	\$1,121.00	<input checked="" type="checkbox"/> \$1,121.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(2)
Usual household goods Line from <i>Schedule A/B</i> : 6.1	\$5,000.00	<input checked="" type="checkbox"/> \$5,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(3)
Laptop computer, LG tablet, smartphone, 4 TV's Line from <i>Schedule A/B</i> : 7.1	\$1,000.00	<input checked="" type="checkbox"/> \$1,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(3)
Personal clothing Line from <i>Schedule A/B</i> : 11.1	\$100.00	<input checked="" type="checkbox"/> \$100.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(3)
Rabo Bank Line from <i>Schedule A/B</i> : 17.1	\$1,800.00	<input checked="" type="checkbox"/> \$1,800.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own Copy the value from Schedule A/B	Amount of the exemption you claim Check only one box for each exemption.	Specific laws that allow exemption
401k through employer Line from Schedule A/B: 21.1	<u>\$3,500.00</u>	<input checked="" type="checkbox"/> <u>\$3,500.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(10)(E)
Security deposit with landlord Line from Schedule A/B: 22.1	<u>\$2,050.00</u>	<input checked="" type="checkbox"/> <u>\$2,050.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)
2016 State tax refund Line from Schedule A/B: 28.1	<u>\$1,113.00</u>	<input checked="" type="checkbox"/> <u>\$1,113.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	C.C.P. § 703.140(b)(5)

3. Are you claiming a homestead exemption of more than \$160,375?
(Subject to adjustment on 4/01/19 and every 3 years after that for cases filed on or after the date of adjustment.)

☒ No

☐ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?

☐ No

☐ Yes

Fill in this information to identify your case:

Debtor 1 **Mary Ann Gilmore**
First Name Middle Name Last Name

Debtor 2
(Spouse if, filing) First Name Middle Name Last Name

United States Bankruptcy Court for the: **CENTRAL DISTRICT OF CALIFORNIA**

Case number
(if known)

☐ Check if this is an amended filing

Official Form 106G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

1. Do you have any executory contracts or unexpired leases?
☐ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
☒ Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B:Property* (Official Form 106 A/B).
2. List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

Person or company with whom you have the contract or lease
Name, Number, Street, City, State and ZIP Code

State what the contract or lease is for

2.1 Ally Finance

Purchase contract for 2010 Cadillac CTS. Payments :
\$458.00. Balance \$11,324

Fill in this information to identify your case:

Debtor 1 Mary Ann Gilmore

Debtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number
(if known)

Check if this is:

- ☐ An amended filing
☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

Occupation

Employer's name

Employer's address

Debtor 1

- ☒ Employed
☐ Not employed

Nurse

Desert Oasis Healthcare

275 N. El Cielo
Palm Springs, CA 92262

Debtor 2 or non-filing spouse

- ☐ Employed
☐ Not employed

How long employed there? 7/7/2014 to present

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.

2. \$ 4,124.62 \$ N/A

3. Estimate and list monthly overtime pay.

3. +\$ 0.00 +\$ N/A

4. Calculate gross income. Add line 2 + line 3.

4. \$ 4,124.62 \$ N/A

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

	For Debtor 1	For Debtor 2 or non-filing spouse	
Copy line 4 here	\$ 4,124.62	N/A	
5. List all payroll deductions:			
5a. Tax, Medicare, and Social Security deductions	\$ 488.62	N/A	
5b. Mandatory contributions for retirement plans	\$ 0.00	N/A	
5c. Voluntary contributions for retirement plans	\$ 329.72	N/A	
5d. Required repayments of retirement fund loans	\$ 0.00	N/A	
5e. Insurance	\$ 83.56	N/A	
5f. Domestic support obligations	\$ 0.00	N/A	
5g. Union dues	\$ 0.00	N/A	
5h. Other deductions. Specify: <u>Medical Spending Acct</u>	\$ 50.00	N/A	
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	\$ 951.90	N/A	
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	\$ 3,172.72	N/A	
8. List all other income regularly received:			
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	\$ 0.00	N/A	
8b. Interest and dividends	\$ 0.00	N/A	
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	\$ 0.00	N/A	
8d. Unemployment compensation	\$ 0.00	N/A	
8e. Social Security	\$ 0.00	N/A	
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify: <u>VA Benefits</u>	\$ 1,257.95	N/A	
8g. Pension or retirement income	\$ 0.00	N/A	
8h. Other monthly income. Specify:	\$ 0.00	N/A	
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	\$ 1,257.95	N/A	
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	\$ 4,430.67	N/A	= \$ 4,430.67
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify:			
		11. +\$	0.00
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules</i> and <i>Statistical Summary of Certain Liabilities</i> and Related Data, if it applies		12. \$	4,430.67
		Combined monthly income	
13. Do you expect an increase or decrease within the year after you file this form?			
<input checked="" type="checkbox"/> No.			
<input type="checkbox"/> Yes. Explain:			

Fill in this information to identify your case:

Debtor 1 Mary Ann Gilmore

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number _____
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

☒ No. Go to line 2.

☐ Yes. Does Debtor 2 live in a separate household?

☐ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes. Fill out this information for each dependent.....

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Grandson

11

☐ No

☒ Yes

Grandson

13

☐ No

☒ Yes

☐ No

☐ Yes

☐ No

☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents?

☒ No

☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 1,550.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 0.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Mary Ann Gilmore**

Case number (if known) _____

6. Utilities:

6a. Electricity, heat, natural gas	6a. \$	275.00
6b. Water, sewer, garbage collection	6b. \$	135.00
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	260.00
6d. Other. Specify: _____	6d. \$	0.00

7. Food and housekeeping supplies

8. Childcare and children's education costs

9. Clothing, laundry, and dry cleaning

10. Personal care products and services

11. Medical and dental expenses

12. Transportation. Include gas, maintenance, bus or train fare.
Do not include car payments.

13. Entertainment, clubs, recreation, newspapers, magazines, and books

14. Charitable contributions and religious donations

15. Insurance.

Do not include insurance deducted from your pay or included in lines 4 or 20.

15a. Life insurance	15a. \$	50.00
15b. Health insurance	15b. \$	0.00
15c. Vehicle insurance	15c. \$	115.00
15d. Other insurance. Specify: _____	15d. \$	0.00

16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20.
Specify: _____

17. Installment or lease payments:

17a. Car payments for Vehicle 1	17a. \$	458.00
17b. Car payments for Vehicle 2	17b. \$	0.00
17c. Other. Specify: _____	17c. \$	0.00
17d. Other. Specify: _____	17d. \$	0.00

18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, *Schedule I, Your Income* (Official Form 106I).

19. Other payments you make to support others who do not live with you.

Specify: _____ 19. \$ 0.00

20. Other real property expenses not included in lines 4 or 5 of this form or on *Schedule I: Your Income*.

20a. Mortgages on other property	20a. \$	0.00
20b. Real estate taxes	20b. \$	0.00
20c. Property, homeowner's, or renter's insurance	20c. \$	0.00
20d. Maintenance, repair, and upkeep expenses	20d. \$	0.00
20e. Homeowner's association or condominium dues	20e. \$	0.00

21. Other: Specify: _____

22. Calculate your monthly expenses

22a. Add lines 4 through 21.

22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2

22c. Add line 22a and 22b. The result is your monthly expenses.

\$	4,411.00
\$	
\$	4,411.00

23. Calculate your monthly net income.

23a. Copy line 12 (*your combined monthly income*) from Schedule I.

23b. Copy your monthly expenses from line 22c above.

23a. \$	4,430.67
23b. -\$	4,411.00

23c. Subtract your monthly expenses from your monthly income.
The result is your *monthly net income*.

23c. \$ 19.67

24. Do you expect an increase or decrease in your expenses within the year after you file this form?

For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

☒ No.

☐ Yes.

Explain here: _____

Fill in this information to identify your case:

Debtor 1	Mary Ann Gilmore		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if, filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (if known)			

☐ Check if this is an amended filing

Official Form 107

Statement of Financial Affairs for Individuals Filing for Bankruptcy

4/16

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Give Details About Your Marital Status and Where You Lived Before

1. What is your current marital status?

- ☐ Married
☒ Not married

2. During the last 3 years, have you lived anywhere other than where you live now?

- ☒ No
☐ Yes. List all of the places you lived in the last 3 years. Do not include where you live now.

Debtor 1 Prior Address:

Dates Debtor 1
lived there

Debtor 2 Prior Address:

Dates Debtor 2
lived there

3. Within the last 8 years, did you ever live with a spouse or legal equivalent in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington and Wisconsin.)

- ☐ No
☒ Yes. Make sure you fill out *Schedule H: Your Codebtors* (Official Form 106H).

Part 2 Explain the Sources of Your Income

4. Did you have any income from employment or from operating a business during this year or the two previous calendar years?

Fill in the total amount of income you received from all jobs and all businesses, including part-time activities. If you are filing a joint case and you have income that you receive together, list it only once under Debtor 1.

- ☐ No
☒ Yes. Fill in the details.

	Debtor 1		Debtor 2	
	Sources of Income Check all that apply.	Gross Income (before deductions and exclusions)	Sources of Income Check all that apply.	Gross Income (before deductions and exclusions)
From January 1 of current year until the date you filed for bankruptcy:	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips	\$15,148.49	<input type="checkbox"/> Wages, commissions, bonuses, tips	
	<input type="checkbox"/> Operating a business		<input type="checkbox"/> Operating a business	

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

	Debtor 1 Sources of income Check all that apply.	Gross income (before deductions and exclusions)	Debtor 2 Sources of income Check all that apply.	Gross income (before deductions and exclusions)
For last calendar year: (January 1 to December 31, 2016)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$52,019.00	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	
For the calendar year before that: (January 1 to December 31, 2015)	<input checked="" type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	\$56,864.87	<input type="checkbox"/> Wages, commissions, bonuses, tips <input type="checkbox"/> Operating a business	

5. Did you receive any other income during this year or the two previous calendar years?
Include income regardless of whether that income is taxable. Examples of *other income* are alimony; child support; Social Security, unemployment, and other public benefit payments; pensions; rental income; interest; dividends; money collected from lawsuits; royalties; and gambling and lottery winnings. If you are filing a joint case and you have income that you received together, list it only once under Debtor 1.

List each source and the gross income from each source separately. Do not include income that you listed in line 4.

- ☒ No
☐ Yes. Fill in the details.

Debtor 1 Sources of income Describe below.	Gross income from each source (before deductions and exclusions)	Debtor 2 Sources of income Describe below.	Gross income (before deductions and exclusions)

Part 3: List Certain Payments You Made Before You Filed for Bankruptcy

6. Are either Debtor 1's or Debtor 2's debts primarily consumer debts?
☐ No. Neither Debtor 1 nor Debtor 2 has primarily consumer debts. *Consumer debts* are defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."

During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$6,425* or more?

- ☐ No. Go to line 7.
☐ Yes List below each creditor to whom you paid a total of \$6,425* or more in one or more payments and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

* Subject to adjustment on 4/01/19 and every 3 years after that for cases filed on or after the date of adjustment.

- ☒ Yes. Debtor 1 or Debtor 2 or both have primarily consumer debts.
 During the 90 days before you filed for bankruptcy, did you pay any creditor a total of \$600 or more?
☐ No. Go to line 7.
☒ Yes List below each creditor to whom you paid a total of \$600 or more and the total amount you paid that creditor. Do not include payments for domestic support obligations, such as child support and alimony. Also, do not include payments to an attorney for this bankruptcy case.

Creditor's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Was this payment for ...
Ally Finance	Monthly	\$458.00	\$13,000.00	<input type="checkbox"/> Mortgage <input checked="" type="checkbox"/> Car <input type="checkbox"/> Credit Card <input type="checkbox"/> Loan Repayment <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Other

Debtor 1 **Mary Ann Gilmore**

Case number (if known) _____

7. Within 1 year before you filed for bankruptcy, did you make a payment on a debt you owed anyone who was an insider?
Insiders include your relatives; any general partners; relatives of any general partners; partnerships of which you are a general partner; corporations of which you are an officer, director, person in control, or owner of 20% or more of their voting securities; and any managing agent, including one for a business you operate as a sole proprietor. 11 U.S.C. § 101. Include payments for domestic support obligations, such as child support and alimony.

- ☐ No
☐ Yes. List all payments to an insider.

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment
----------------------------	------------------	-------------------	----------------------	-------------------------

8. Within 1 year before you filed for bankruptcy, did you make any payments or transfer any property on account of a debt that benefited an insider?
 Include payments on debts guaranteed or cosigned by an insider.

- ☐ No
☐ Yes. List all payments to an insider

Insider's Name and Address	Dates of payment	Total amount paid	Amount you still owe	Reason for this payment Include creditor's name
----------------------------	------------------	-------------------	----------------------	--

Part 4: Identify Legal Actions, Repossessions, and Foreclosures

9. Within 1 year before you filed for bankruptcy, were you a party in any lawsuit, court action, or administrative proceeding?
 List all such matters, including personal injury cases, small claims actions, divorces, collection suits, paternity actions, support or custody modifications, and contract disputes.

- ☐ No
☐ Yes. Fill in the details.

Case title Case number	Nature of the case	Court or agency	Status of the case
---------------------------	--------------------	-----------------	--------------------

10. Within 1 year before you filed for bankruptcy, was any of your property repossessed, foreclosed, garnished, attached, seized, or levied?
 Check all that apply and fill in the details below.

- ☐ No. Go to line 11.
☐ Yes. Fill in the information below.

Creditor Name and Address	Describe the Property	Date	Value of the property
---------------------------	-----------------------	------	-----------------------

Explain what happened

11. Within 90 days before you filed for bankruptcy, did any creditor, including a bank or financial institution, set off any amounts from your accounts or refuse to make a payment because you owed a debt?

- ☐ No
☐ Yes. Fill in the details.

Creditor Name and Address	Describe the action the creditor took	Date action was taken	Amount
---------------------------	---------------------------------------	-----------------------	--------

12. Within 1 year before you filed for bankruptcy, was any of your property in the possession of an assignee for the benefit of creditors, a court-appointed receiver, a custodian, or another official?

- ☐ No
☐ Yes

Part 5: List Certain Gifts and Contributions

13. Within 2 years before you filed for bankruptcy, did you give any gifts with a total value of more than \$600 per person?

- ☐ No
☐ Yes. Fill in the details for each gift.

Gifts with a total value of more than \$600 per person	Describe the gifts	Dates you gave the gifts	Value
--	--------------------	--------------------------	-------

Person to Whom You Gave the Gift and Address:

Debtor 1 **Mary Ann Gilmore**

Case number (if known) _____

14. Within 2 years before you filed for bankruptcy, did you give any gifts or contributions with a total value of more than \$600 to any charity?

☒ No☐ Yes. Fill in the details for each gift or contribution.

Gifts or contributions to charities that total more than \$600	Describe what you contributed	Dates you contributed	Value
Charity's Name Address (Number, Street, City, State and ZIP Code)			

Part 6: List Certain Losses

15. Within 1 year before you filed for bankruptcy or since you filed for bankruptcy, did you lose anything because of theft, fire, other disaster, or gambling?

☒ No☐ Yes. Fill in the details.

Describe the property you lost and how the loss occurred	Describe any insurance coverage for the loss Include the amount that insurance has paid. List pending insurance claims on line 33 of <i>Schedule A/B: Property</i> .	Date of your loss	Value of property lost

Part 7: List Certain Payments or Transfers

16. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone you consulted about seeking bankruptcy or preparing a bankruptcy petition?

Include any attorneys, bankruptcy petition preparers, or credit counseling agencies for services required in your bankruptcy.

☐ No☒ Yes. Fill in the details.

Person Who Was Paid Address Email or website address Person Who Made the Payment, if Not You	Description and value of any property transferred	Date payment or transfer was made	Amount of payment
Law Offices of Gregory Ashcraft, APC dba: The Ashcraft Firm 25096 Jefferson Avenue, Suite A Murrieta, CA 92562 pmashcraft@ashcraftfirm.com	Attorney Fees	N/A	\$0.00

17. Within 1 year before you filed for bankruptcy, did you or anyone else acting on your behalf pay or transfer any property to anyone who promised to help you deal with your creditors or to make payments to your creditors?
-
- Do not include any payment or transfer that you listed on line 16.

☒ No☐ Yes. Fill in the details.

Person Who Was Paid Address	Description and value of any property transferred	Date payment or transfer was made	Amount of payment

18. Within 2 years before you filed for bankruptcy, did you sell, trade, or otherwise transfer any property to anyone, other than property transferred in the ordinary course of your business or financial affairs?

Include both outright transfers and transfers made as security (such as the granting of a security interest or mortgage on your property). Do not include gifts and transfers that you have already listed on this statement.

☒ No☐ Yes. Fill in the details.

Person Who Received Transfer Address Person's relationship to you	Description and value of property transferred	Describe any property or payments received or debts paid in exchange	Date transfer was made

Debtor 1 **Mary Ann Gilmore**

Case number (if known) _____

19. Within 10 years before you filed for bankruptcy, did you transfer any property to a self-settled trust or similar device of which you are a beneficiary? (These are often called *asset-protection devices*.)

- ☒ No
☐ Yes. Fill in the details.

Name of trust	Description and value of the property transferred	Date Transfer was made
---------------	---	------------------------

Part 8: List of Certain Financial Accounts, Instruments, Safe Deposit Boxes, and Storage Units

20. Within 1 year before you filed for bankruptcy, were any financial accounts or instruments held in your name, or for your benefit, closed, sold, moved, or transferred?
 Include checking, savings, money market, or other financial accounts; certificates of deposit; shares in banks, credit unions, brokerage houses, pension funds, cooperatives, associations, and other financial institutions.

- ☒ No
☐ Yes. Fill in the details.

Name of Financial Institution and Address (Number, Street, City, State and ZIP Code)	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
--	---------------------------------	-------------------------------	--	---

21. Do you now have, or did you have within 1 year before you filed for bankruptcy, any safe deposit box or other depository for securities, cash, or other valuables?

- ☒ No
☐ Yes. Fill in the details.

Name of Financial Institution Address (Number, Street, City, State and ZIP Code)	Who else had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
--	---	-----------------------	-----------------------

22. Have you stored property in a storage unit or place other than your home within 1 year before you filed for bankruptcy?

- ☒ No
☐ Yes. Fill in the details.

Name of Storage Facility Address (Number, Street, City, State and ZIP Code)	Who else has or had access to it? Address (Number, Street, City, State and ZIP Code)	Describe the contents	Do you still have it?
---	--	-----------------------	-----------------------

Part 9: Identify Property You Hold or Control for Someone Else

23. Do you hold or control any property that someone else owns? Include any property you borrowed from, are storing for, or hold in trust for someone.

- ☒ No
☐ Yes. Fill in the details.

Owner's Name Address (Number, Street, City, State and ZIP Code)	Where is the property? (Number, Street, City, State and ZIP Code)	Describe the property	Value
---	---	-----------------------	-------

Part 10: Give Details About Environmental Information

For the purpose of Part 10, the following definitions apply:

- ☒ **Environmental law** means any federal, state, or local statute or regulation concerning pollution, contamination, releases of hazardous or toxic substances, wastes, or material into the air, land, soil, surface water, groundwater, or other medium, including statutes or regulations controlling the cleanup of these substances, wastes, or material.
- ☒ **Site** means any location, facility, or property as defined under any environmental law, whether you now own, operate, or utilize it or used to own, operate, or utilize it, including disposal sites.
- ☒ **Hazardous material** means anything an environmental law defines as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, contaminant, or similar term.

Report all notices, releases, and proceedings that you know about, regardless of when they occurred.

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

24. Has any governmental unit notified you that you may be liable or potentially liable under or in violation of an environmental law?

- ☐ No
☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
--	---	--------------------------------------	----------------

25. Have you notified any governmental unit of any release of hazardous material?

- ☐ No
☐ Yes. Fill in the details.

Name of site Address (Number, Street, City, State and ZIP Code)	Governmental unit Address (Number, Street, City, State and ZIP Code)	Environmental law, if you know it	Date of notice
--	---	--------------------------------------	----------------

26. Have you been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

- ☐ No
☐ Yes. Fill in the details.

Case Title Case Number	Court or agency Name Address (Number, Street, City, State and ZIP Code)	Nature of the case	Status of the case
---------------------------	--	--------------------	-----------------------

Part 11: Give Details About Your Business or Connections to Any Business

27. Within 4 years before you filed for bankruptcy, did you own a business or have any of the following connections to any business?

- ☐ A sole proprietor or self-employed in a trade, profession, or other activity, either full-time or part-time
☐ A member of a limited liability company (LLC) or limited liability partnership (LLP)
☐ A partner in a partnership
☐ An officer, director, or managing executive of a corporation
☐ An owner of at least 5% of the voting or equity securities of a corporation

- ☐ No. None of the above applies. Go to Part 12.
☐ Yes. Check all that apply above and fill in the details below for each business.

Business Name Address (Number, Street, City, State and ZIP Code)	Describe the nature of the business Name of accountant or bookkeeper	Employer Identification number Do not include Social Security number or ITIN. Dates business existed
--	---	--

28. Within 2 years before you filed for bankruptcy, did you give a financial statement to anyone about your business? Include all financial institutions, creditors, or other parties.

- ☐ No
☐ Yes. Fill in the details below.

Name Address (Number, Street, City, State and ZIP Code)	Date Issued
---	-------------

Debtor 1 Mary Ann Gilmore

Case number (if known) _____

Part 12: Sign Below

I have read the answers on this *Statement of Financial Affairs* and any attachments, and I declare under penalty of perjury that the answers are true and correct. I understand that making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$250,000, or imprisonment for up to 20 years, or both.

18 U.S.C. §§ 152, 1341, 1519, and 3571.

Mary Ann Gilmore

Mary Ann Gilmore
Signature of Debtor 1

Signature of Debtor 2

Date May 2, 2017

Date _____

Did you attach additional pages to *Your Statement of Financial Affairs for Individuals Filing for Bankruptcy* (Official Form 107)?

☒ No

☐ Yes

Did you pay or agree to pay someone who is not an attorney to help you fill out bankruptcy forms?

☒ No

☐ Yes. Name of Person _____. Attach the *Bankruptcy Petition Preparer's Notice, Declaration, and Signature* (Official Form 119).

Fill in this information to identify your case:			
Debtor 1	Mary Ann Gilmore		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number			
(if known)			

☐ Check if this is an amended filing

Official Form 108 Statement of Intention for Individuals Filing Under Chapter 7

12/15

If you are an individual filing under chapter 7, you must fill out this form if:

- ☒ creditors have claims secured by your property, or
- ☒ you have leased personal property and the lease has not expired.

You must file this form with the court within 30 days after you file your bankruptcy petition or by the date set for the meeting of creditors, whichever is earlier, unless the court extends the time for cause. You must also send copies to the creditors and lessors you list on the form

If two married people are filing together in a joint case, both are equally responsible for supplying correct information. Both debtors must sign and date the form.

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known).

Part 1: List Your Creditors Who Have Secured Claims

1. For any creditors that you listed in Part 1 of Schedule D: Creditors Who Have Claims Secured by Property (Official Form 106D), fill in the information below.

Identify the creditor and the property that is collateral	What do you intend to do with the property that secures a debt?	Did you claim the property as exempt on Schedule C?
Creditor's name: Ally Financial	<input type="checkbox"/> Surrender the property.	<input type="checkbox"/> No
Description of property: 2010 Cadillac CTS 167000 miles	<input type="checkbox"/> Retain the property and redeem it.	<input checked="" type="checkbox"/> Yes
securing debt:	<input checked="" type="checkbox"/> Retain the property and enter into a <i>Reaffirmation Agreement</i> .	
	<input type="checkbox"/> Retain the property and [explain]:	

Part 2: List Your Unexpired Personal Property Leases

For any unexpired personal property lease that you listed in Schedule G: Executory Contracts and Unexpired Leases (Official Form 106G), fill in the information below. Do not list real estate leases. Unexpired leases are leases that are still in effect; the lease period has not yet ended. You may assume an unexpired personal property lease if the trustee does not assume it. 11 U.S.C. § 365(p)(2).

Describe your unexpired personal property leases	Will the lease be assumed?
Lessor's name:	<input type="checkbox"/> No
Description of leased Property:	<input type="checkbox"/> Yes
Lessor's name:	<input type="checkbox"/> No
Description of leased Property:	<input type="checkbox"/> Yes
Lessor's name:	<input type="checkbox"/> No

Debtor 1 Mary Ann Gilmore Case number (if known) _____

Description of leased
Property:

☐ Yes

Lessor's name:

☐ No

Description of leased
Property:

☐ Yes

Lessor's name:

☐ No

Description of leased
Property:

☐ Yes

Lessor's name:

☐ No

Description of leased
Property:

☐ Yes

Lessor's name:

☐ No

Description of leased
Property:

☐ Yes

Part 3: Sign Below

Under penalty of perjury, I declare that I have indicated my intention about any property of my estate that secures a debt and any personal property that is subject to an unexpired lease.

X Mary Ann Gilmore
Mary Ann Gilmore
Signature of Debtor 1

X _____
Signature of Debtor 2

Date May 3, 2017

Date _____

United States Bankruptcy Court
Central District of California

In re Mary Ann Gilmore

Debtor(s)

Case No.

Chapter

7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:
- | | | |
|---|----|-----------------|
| For legal services, I have agreed to accept | \$ | <u>3,000.00</u> |
| Prior to the filing of this statement I have received | \$ | <u>0.00</u> |
| Balance Due | \$ | <u>3,000.00</u> |
2. \$ 335.00 of the filing fee has been paid.
3. The source of the compensation paid to me was:
- ☐ Debtor ☒ Other (specify): **Attorney paid for filing fee, debt counseling and credit report**
4. The source of compensation to be paid to me is:
- ☒ Debtor ☐ Other (specify):
5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
- ☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
- Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
 - Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
 - Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
 - [Other provisions as needed]
7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:
Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

May 2, 2017

Date


Patricia M. Ashcraft 109661

Signature of Attorney

Law Offices of Gregory Ashcraft, APC

dba: The Ashcraft Firm

25096 Jefferson Avenue, Suite A

Murrieta, CA 92562

951-304-3431 Fax: 951-304-0941

pmashcraft@ashcraftfirm.com

Name of law firm

Fill in this information to identify your case:

Debtor 1 Mary Ann Gilmore

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California

Case number _____
(if known)

Check one box only as directed in this form and in Form 122A-1Supp:

- ☒ 1. There is no presumption of abuse
- ☐ 2. The calculation to determine if a presumption of abuse applies will be made under *Chapter 7 Means Test Calculation* (Official Form 122A-2).
- ☐ 3. The Means Test does not apply now because of qualified military service but it could apply later.

☐ Check if this is an amended filing

Official Form 122A - 1

Chapter 7 Statement of Your Current Monthly Income

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for being accurate. If more space is needed, attach a separate sheet to this form. Include the line number to which the additional information applies. On the top of any additional pages, write your name and case number (if known). If you believe that you are exempted from a presumption of abuse because you do not have primarily consumer debts or because of qualifying military service, complete and file *Statement of Exemption from Presumption of Abuse Under § 707(b)(2)* (Official Form 122A-1Supp) with this form.

Part 1: Calculate Your Current Monthly Income

1. What is your marital and filing status? Check one only.

- ☒ Not married. Fill out Column A, lines 2-11.
- ☐ Married and your spouse is filing with you. Fill out both Columns A and B, lines 2-11.
- ☐ Married and your spouse is NOT filing with you. You and your spouse are:
- ☐ Living in the same household and are not legally separated. Fill out both Columns A and B, lines 2-11.
- ☐ Living separately or are legally separated. Fill out Column A, lines 2-11; do not fill out Column B. By checking this box, you declare under penalty of perjury that you and your spouse are legally separated under nonbankruptcy law that applies or that you and your spouse are living apart for reasons that do not include evading the Means Test requirements. 11 U.S.C. § 707(b)(7)(B).

Fill in the average monthly income that you received from all sources, derived during the 6 full months before you file this bankruptcy case. 11 U.S.C. § 101(10A). For example, if you are filing on September 15, the 6-month period would be March 1 through August 31. If the amount of your monthly income varied during the 6 months, add the income for all 6 months and divide the total by 6. Fill in the result. Do not include any income amount more than once. For example, if both spouses own the same rental property, put the income from that property in one column only. If you have nothing to report for any line, write \$0 in the space.

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
--	----------------------	--

2. Your gross wages, salary, tips, bonuses, overtime, and commissions (before all payroll deductions).

\$	4,124.62	\$
----	----------	----

3. Alimony and maintenance payments. Do not include payments from a spouse if Column B is filled in.

\$	0.00	\$
----	------	----

4. All amounts from any source which are regularly paid for household expenses of you or your dependents, including child support. Include regular contributions from an unmarried partner, members of your household, your dependents, parents, and roommates. Include regular contributions from a spouse only if Column B is not filled in. Do not include payments you listed on line 3.

\$	0.00	\$
----	------	----

5. Net income from operating a business, profession, or farm

Debtor 1

Gross receipts (before all deductions)	\$	0.00	
Ordinary and necessary operating expenses	-\$	0.00	
Net monthly income from a business, profession, or farm	\$	0.00	Copy here -> \$ 0.00

6. Net income from rental and other real property

Debtor 1

Gross receipts (before all deductions)	\$	0.00	
Ordinary and necessary operating expenses	-\$	0.00	
Net monthly income from rental or other real property	\$	0.00	Copy here -> \$ 0.00

7. Interest, dividends, and royalties

\$	0.00	\$
----	------	----

Debtor 1 **Mary Ann Gilmore**

Case number (if known)

	Column A Debtor 1	Column B Debtor 2 or non-filing spouse
8. Unemployment compensation	\$ <u>0.00</u>	\$ _____
Do not enter the amount if you contend that the amount received was a benefit under the Social Security Act. Instead, list it here:		
For you _____	\$ <u>0.00</u>	
For your spouse _____	\$ _____	
9. Pension or retirement income. Do not include any amount received that was a benefit under the Social Security Act.	\$ <u>0.00</u>	\$ _____
10. Income from all other sources not listed above. Specify the source and amount. Do not include any benefits received under the Social Security Act or payments received as a victim of a war crime, a crime against humanity, or international or domestic terrorism. If necessary, list other sources on a separate page and put the total below.		
VA Disability _____	\$ <u>1,257.00</u>	\$ _____
_____	\$ <u>0.00</u>	\$ _____
Total amounts from separate pages, if any.	+ \$ <u>0.00</u>	\$ _____
11. Calculate your total current monthly income. Add lines 2 through 10 for each column. Then add the total for Column A to the total for Column B.	\$ <u>5,381.62</u>	+ \$ _____ = \$ <u>5,381.62</u>
		Total current monthly income

Part 2: Determine Whether the Means Test Applies to You

12. Calculate your current monthly income for the year. Follow these steps:

12a. Copy your total current monthly income from line 11 _____ Copy line 11 here=> \$ 5,381.62

Multiply by 12 (the number of months in a year)

12b. The result is your annual income for this part of the form 12b. \$ 64,579.44

13. Calculate the median family income that applies to you. Follow these steps:

Fill in the state in which you live. CA

Fill in the number of people in your household. 3

Fill in the median family income for your state and size of household. _____

To find a list of applicable median income amounts, go online using the link specified in the separate instructions for this form. This list may also be available at the bankruptcy clerk's office.

13. \$ 75,160.00

14. How do the lines compare?

14a. ☒ Line 12b is less than or equal to line 13. On the top of page 1, check box 1, *There is no presumption of abuse.* Go to Part 3.

14b. ☐ Line 12b is more than line 13. On the top of page 1, check box 2, *The presumption of abuse is determined by Form 122A-2.* Go to Part 3 and fill out Form 122A-2.

Part 3: Sign Below

By signing here, I declare under penalty of perjury that the information on this statement and in any attachments is true and correct.

X Mary Ann Gilmore
 Mary Ann Gilmore
 Signature of Debtor 1

Date May 3, 2017
 MM / DD / YYYY

If you checked line 14a, do NOT fill out or file Form 122A-2.

If you checked line 14b, fill out Form 122A-2 and file it with this form.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
The Law Offices of Gregory C. Ashcraft, APC
25096 Jefferson Avenue, Suite A
Murrieta, CA 92562

A true and correct copy of the foregoing document entitled (specify): Summary of Amended Schedules, Master Mailing List, and or Statements will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 5/3/2017, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Karl Anderson, Chapter 7 trustee, edansie@hotmail.com
U. S. Trustee, Riverside, ustpreion16.rs.ecf@usdoj.gov

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On (date) 5/3/2017, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Meredith Jury, USBC, 3420 12th Street, Suite 125, Riverside, CA 92501
Mary Ann Gilmore, 51860 Avenida Madero, LaQuinta, CA 92253

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) ____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

May 3, 2017

Patricia M. Ashcraft 109661

Date

Printed Name


Signature