

# GOLDSMITH & GUYMON

A Professional Law Corporation

Dara J. Goldsmith, Esq. ★  
Marjorie A. Guymon, Esq. ★★  
Peter Co, Esq. ★★★  
Erin M. Houston, Esq.

Also admitted in Arizona, California & Hawaii ★  
Also admitted in Utah ★★  
Also admitted in California ★★★

## CLIENT'S INFORMATION

REFERRED BY: Select One: Blog \_\_\_\_\_ Newsletter \_\_\_\_\_ LV Chamber of Commerce \_\_\_\_\_ Lawyers.com \_\_\_\_\_ Pro Bono Services \_\_\_\_\_  
Other Attorney \_\_\_\_\_ Friend \_\_\_\_\_ www.GoldGuyLaw.com \_\_\_\_\_ www.GoldGuyTrusts.com \_\_\_\_\_ Yellow Pages \_\_\_\_\_  
www.BankruptcyAttorney.com \_\_\_\_\_ LRIS \_\_\_\_\_ Other \_\_\_\_\_ (Please Specify)

FULL NAME \_\_\_\_\_ DATE \_\_\_\_\_

HAVE YOU USED ANY OTHER NAME IN THE LAST SIX YEARS? YES/ NO If Yes, List names: \_\_\_\_\_

CLIENT'S ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

RESIDENCE PHONE \_\_\_\_\_ CELLULAR PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

FAX NUMBER \_\_\_\_\_ OCCUPATION \_\_\_\_\_ YEARS EMPLOYED \_\_\_\_\_

EMPLOYED BY \_\_\_\_\_ ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_ DATE OF BIRTH (AGE) \_\_\_\_\_

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## SPOUSE'S INFORMATION - NOTE: IF YOU ARE LEGALLY MARRIED, PLEASE COMPLETE SPOUSE INFORMATION.

FULL NAME \_\_\_\_\_

HAS SPOUSE USED ANY OTHER NAME IN THE LAST SIX YEARS? YES/ NO If Yes, List names: \_\_\_\_\_

SPOUSE'S ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

RESIDENCE PHONE \_\_\_\_\_ CELLULAR PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

FAX NUMBER \_\_\_\_\_ OCCUPATION \_\_\_\_\_ YEARS EMPLOYED \_\_\_\_\_

EMPLOYED BY \_\_\_\_\_ ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

BUSINESS PHONE \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_ DATE OF BIRTH (AGE) \_\_\_\_\_

HOW LONG HAVE YOU LIVED IN NEVADA?: \_\_\_\_\_

A consultation fee is charged for the first visit to this office. The applicable consultation fee amount is circled: (\$ \_\_\_\_\_) (\$100) (\$125) (\$150) (\$200) (\$350) (\$400) or (\$500). The consultation fee is non-refundable but all or a portion is credited towards your total charges for legal services once a retainer agreement is signed.

This agreement is not a retainer agreement for legal services. Neither the firm of Goldsmith & Guymon nor any attorney therein is retained until a separate retainer agreement is signed by all parties. Your signature below is an express agreement and consent to these terms.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

W:\OFFICE\2015 Consultation Forms\client intake.wpd

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## Initial Consultation Intake Form

*The purpose of our initial consultation meeting is for me to determine what legal services (if any) our firm might be able to provide to address your legal concerns, as well as to provide an indication as to what your cost might be if you decide to hire this firm.*

*Our initial consultation meeting does not give me enough time or information to provide you with a definite legal opinion. The short time allotted for this meeting makes it impossible for me to properly and fully assess any legal matter that you might have.*

*Regardless of whether you and I create an attorney/client relationship today, the attorney/client privilege protects all information that I gather during this meeting and record on this client intake form. Rest assured that I will hold that information in strict confidence.*

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

### **Please Read Carefully and Sign Below**

Now that we have concluded our initial consultation, if you agree to hire me as your attorney and I agree to represent you, we will both sign a Contract for Legal Services. That Contract will state the terms and conditions under which this firm will provide you with legal representation.

If I am willing to represent you and you decide not to sign a Contract for Legal Services today, I strongly urge you to do one of two things: (1) schedule a follow-up appointment with me at the earliest possible time; or (2) immediately consult with another attorney in order to ensure that you fully protect your legal rights. **Unless and until both of us sign a Contract for Legal Services, neither I nor this firm represent you on the matters described in this client intake form or discussed during this initial consultation. No action of any kind will be taken on your behalf until you authorize us to do so by our both signing a Contract for Legal Services.**

If I do not agree to represent you, then we have not formed an attorney/client relationship, even though we had this initial consultation. Neither this firm nor I will represent you on the matters set forth in this initial consultation intake form or discussed during this initial consultation. If your legal matter involves a potential lawsuit, it is important that you realize that you must file your lawsuit within a certain period of time, known as a Statute of Limitations. Therefore, I strongly urge you to immediately consult with another attorney in order to protect your rights. My decision not to represent you is **not** a legal opinion regarding the merits of your case.

**By signing below, you acknowledge that you have received a copy of this completed client intake form. Your signature also confirms that you understand that I have not been hired as your attorney and that this firm will take no further actions on your behalf.**

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Attorney: \_\_\_\_\_ Date \_\_\_\_\_

**PRE-BANKRUPTCY SURVEY**

NAME: \_\_\_\_\_

SPOUSE: \_\_\_\_\_

Please answer each question by placing an (X) in the Yes or No column:

	YES (X)	NO (X)	
<b><u>PRIOR BANKRUPTCIES:</u></b>			<b>COMMENTS:</b>
I HAVE AN OPEN BANKRUPTCY NOW .....	_____	_____	Chapter 7 or 13 (circle one)
I HAVE FILED A BANKRUPTCY BEFORE .....	_____	_____	
I COMPLETED MY PRIOR BANKRUPTCY .....	_____	_____	Discharged or Dismissed (circle one)
<b><u>HOME &amp; LOANS:</u></b>			
I OWN A HOME .....	_____	_____	Value is approximately \$ _____
I FILED A DECLARATION OF HOMESTEAD .....	_____	_____	
I BOUGHT MY HOME MORE THAN 4 YEARS AGO ..	_____	_____	Date purchased?
MY HOME LOAN PAYMENTS ARE BEHIND .....	_____	_____	
MY HOME IS NOW IN FORECLOSURE .....	_____	_____	When did it start? Keep or Surrender (circle one)
MY LOAN IS A VA LOAN .....	_____	_____	
I HAVE REAL PROPERTY OTHER THAN MY HOME ..	_____	_____	
I HAVE A TIMESHARE .....	_____	_____	Where?
<b><u>IRS &amp; TAXES OWED:</u></b>			
I OWE THE IRS ON BACK TAXES .....	_____	_____	How much?
THE IRS HAS FILED A TAX LIEN .....	_____	_____	
THE IRS IS LEVYING MY WAGES .....	_____	_____	
I HAVE A PAYMENT AGREEMENT WITH THE IRS ...	_____	_____	
I STILL NEED TO FILE TAX RETURNS .....	_____	_____	Which years/periods?
I SUBMITTED AN OFFER IN COMPROMISE .....	_____	_____	When?
I ANTICIPATE RECEIVING A TAX REFUND .....	_____	_____	Year?
<b><u>SUITS AGAINST ME:</u></b>			
I AM PRESENTLY BEING SUED .....	_____	_____	
MY CAR WAS REPOSSESSED .....	_____	_____	
THEY SUED ME FOR A REPO DEFICIENCY .....	_____	_____	
I HAVE A DUI WITH PROPERTY DAMAGE .....	_____	_____	
I HAVE A FRAUD CLAIM AGAINST ME .....	_____	_____	
I OWE CHILD SUPPORT OR ALIMONY .....	_____	_____	I am current / behind (circle one) on this debt.
I HAVE BEEN CONVICTED OF A FELONY .....	_____	_____	For what? When?
<b><u>BUSINESS I NOW OR USED TO HAVE:</u></b>			
I NOW OWN AN INTEREST IN A BUSINESS .....	_____	_____	
I AM A PARTNER IN A BUSINESS .....	_____	_____	
MY BUSINESS IS INCORPORATED .....	_____	_____	
MY BUSINESS OWES PAYROLL TAXES TO IRS .....	_____	_____	How much?
I PERSONALLY GUARANTEED BUSINESS DEBTS ...	_____	_____	
I WANT TO CLOSE MY BUSINESS .....	_____	_____	
<b><u>SUITS OR CLAIMS IN MY FAVOR:</u></b>			
I NOW HAVE A PERSONAL INJURY SUIT OR CASE IN MY FAVOR .....	_____	_____	My lawyer is: _____
I AM NOW SUING SOMEONE ELSE .....	_____	_____	
I AM EXPECTING A SUIT SETTLEMENT .....	_____	_____	

NAME: \_\_\_\_\_

SPOUSE: \_\_\_\_\_

Please answer each question by placing an (X) in the Yes or No column:

	YES (X)	NO (X)	
<u>INHERITANCE OR OTHER EXPECTANCY:</u>			COMMENTS:
I AM EXPECTING AN INHERITANCE IN			
THE NEXT 6 MONTHS .....	_____	_____	
I NOW HAVE AN IRA OR 401K ACCOUNT .....	_____	_____	
I HAVE A EDUCATION IRA OR			
STATE TUITION PROGRAM .....	_____	_____	
I HAVE A DISABILITY CLAIM PENDING .....	_____	_____	
I AM EXPECTING A PROPERTY SETTLEMENT .....	_____	_____	
I AM EXPECTING A LUMP-SUM PENSION .....	_____	_____	
I HAVE RE-PAID LOANS OR MADE GIFTS TO			
FAMILY MEMBERS IN LAST YEAR .....	_____	_____	To Whom? How much?

CO-SIGNED LOANS:

I CO-SIGNED A LOAN FOR SOMEONE ELSE .....	_____	_____
SOMEONE ELSE CO-SIGNED A LOAN FOR ME .....	_____	_____
MY CO-SIGNER IS MAKING ALL THE PAYMENTS ..	_____	_____
I OWE ON A STUDENT LOAN .....	_____	_____
MY EX-SPOUSE AND I BOTH OWE SOME DEBTS ..	_____	_____

BANK ACCOUNTS:

I CURRENTLY HAVE A BANK ACCOUNT .....	_____	_____	Location?
I OWE MY BANK ON A LINE OF CREDIT			
OVERDRAFT OR OTHER LOAN .....	_____	_____	
I HAVE AN ACCOUNT WITH A CREDIT UNION ...	_____	_____	Location?
I OWE THE CREDIT UNION ON A LINE OF CREDIT			
OVERDRAFT OR OTHER LOAN .....	_____	_____	

BUDGET:

I RECEIVE TIP INCOME .....	_____	_____	
I RECEIVE CHILD SUPPORT/ALIMONY .....	_____	_____	
I RECEIVE COMMISSION INCOME .....	_____	_____	
I RECEIVE DISABILITY INCOME .....	_____	_____	
I RECEIVE SOCIAL SECURITY INCOME .....	_____	_____	
I RECEIVE PENSION INCOME .....	_____	_____	
I EXPECT MY INCOME TO CHANGE			
IN THE NEXT 6 MONTHS .....	_____	_____	Increase or decrease? Why?
<b>MY TOTAL HOUSEHOLD GROSS ANNUAL</b>			
<b>    INCOME IS APPROXIMATELY .....</b>			<b>\$</b> <b>per year</b>

TYPE OF DEBT:

Vehicle Loans	Approximately: \$ _____	Purchases / Leases / Both
Credit Cards	Approximately: \$ _____	
Medical Bills	Approximately: \$ _____	
Payday loans	Approximately: \$ _____	
Overdraft loans	Approximately: \$ _____	
Repo deficiency	Approximately: \$ _____	
Judgments	Approximately: \$ _____	

OTHER DATA: Circle the number that applies.

NUMBER OF AUTOS THAT WE OWN .....	0	1	2	3	4+
NUMBER OF HOUSES THAT WE OWN .....	0	1	2	3	4+
NUMBER OF CHILDREN LIVING WITH US ...:	0	1	2	3	4+
NUMBER OF PRIOR BANKRUPTCIES .....	0	1	2	3	

I/We believe that the answers to the above questions are correct and complete as of this date of: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

### Notice to Clients Who Contemplate Filing Bankruptcy

The purposes of this Notice and The Statement Mandated by Section 527(b) of the Bankruptcy Code, which you have been provided as a separate document are to make you aware of some of your obligations should you choose to file bankruptcy.

You are notified as follows:

1. All information that you are required to provide with your bankruptcy petition and thereafter in your case is required to be complete, accurate, and truthful.
2. All of your assets and all of your liabilities are required to be completely and accurately disclosed in the documents filed to commence your case.
3. The value of each asset must be stated as the replacement value of such asset after reasonable inquiry to establish such value. The replacement value means the value as of the date of the filing of the bankruptcy petition without deduction for costs of sale or marketing. With respect to property acquired for personal, family, or household purposes, replacement value means the price a retail merchant would charge for property of that kind considering the age and condition of the property at the time of valuation.
4. After reasonable inquiry, you are required to state your current monthly income as defined in section 707(b)(2) of the Bankruptcy Code.
5. In a case under Chapter 13, after reasonable inquiry, you are required to state your disposable income as determined in accordance with section 707(b)(2) of the Bankruptcy Code.
6. Information that you provide during your case may be audited pursuant to the provisions of the Bankruptcy Code. Your failure to provide information may result in dismissal of your case or other sanctions, including criminal sanctions.

### ACKNOWLEDGMENT OF RECEIPT

The undersigned hereby acknowledges that Goldsmith & Guymon, P.C. has given me a copy of the above disclosure as required by 11 U.S.C. §527(a).

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

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

## Statement Mandated by Section 527(b) of the Bankruptcy Code

### IMPORTANT INFORMATION ABOUT BANKRUPTCY ASSISTANCE SERVICES

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

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

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

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

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

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

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

### ACKNOWLEDGMENT OF RECEIPT

The undersigned hereby acknowledges that Goldsmith & Guymon, P.C. has given me a copy of the above disclosure as required by 11 U.S.C. §527(b).

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

\_\_\_\_\_

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

\_\_\_\_\_