

Chap 7..13

Bankruptcy Blotter



Summer 2010

IN THIS ISSUE

From the Editor.....	1
THE PRUDENT PRACTITIONER	
Student Loans: An Education in Themselves.....	1
Our Most Recent Releases	6
Free Pre-Filing Credit Counseling.....	7
Chap 7...13 Tips	7
New Itemized Email Receipts from Suite Solutions	8
We Want to Hear From You!	8

WEST[®]

THE PRUDENT PRACTITIONER

Student Loans: An Education in Themselves

By Rosemary E. Williams*

The wisdom and strategy of qualifying for student loans seems to have become an ad hoc filter for entrance into college, disqualifying the naïve, the poor, and the trusting from attendance. The College Board¹ says families are paying anywhere from \$172 to \$1,096 more in tuition and fees this school year. The national average for 2009-2010 is about \$7,020, not including room and board, according to the College Board. The Board has produced a report² saying that

* Rosemary E. Williams is a member of the California and Texas Bars. She is the author of *Bankruptcy Practice Handbook* and *Electronic Case Management and Filing in Bankruptcy Court* (both from Thomson Reuters/West)

From the Editor

Dear Chap 7..13 Subscribers,

We were recently in San Francisco at the National Association of Consumer Bankruptcy Attorney's annual meeting. It was great to meet some of you, and we heard you! Version 9.7 will add the ability to the program to calculate spill-over exemptions in the federal and other exemptions' jurisdictions where necessary.

Please keep the feedback coming and look for more updates throughout the year.

Cordially,

Your Chap 7..13 Project Team

West.Chap7dotdot13@ThomsonReuters.com

in 2008-09, undergraduate students received an average of \$10,185 in financial aid, a figure which includes \$5,041 in grants³ and \$4,585 in educational loans. Graduate students received an average of \$22,740 in aid, including \$7,558 in grants and a stunning \$14,598 in educational loans.

What are students buying with these sums? According to news reporting,⁴ jobs for new college graduates are tough to find and require competition with larger numbers of experienced job-seekers. Graduates faced with student loans, underemployment and uncertain tenure even when a job is found might be tempted to look to the Bankruptcy Code for solace and find only flint.

The statutory exception to discharge for debts for certain educational benefits and overpayments in 11 U.S.C.A. § 523(a)(8) removes three categories of debt from discharge: (1) debts for overpayments or loans that are made, insured, or guaranteed by a governmental unit; (2) debts for loans made under any program funded, in whole or in part, by a governmental unit or nonprofit institution; and (3) obligations to repay funds received as an educational benefit, scholarship, or stipend.⁵ These debts cannot be discharged unless there is a judicial finding that forcing the debtor to pay them would cause an “undue hardship” for the debtor and dependents. The phrase “undue hardship” is undefined by statute, but courts subscribe to one of two overlapping lines of interpretation as to its application, both of which favor nondischargeability. Medical education loans are even harsher. Where the student loan is a HEAL or other medical education loan, obtaining discharge is even more difficult than obtaining discharge of a general educational loan because the debtor must meet the

stringent standard of showing that not discharging the loan would be “unconscionable.”⁶ These issues, despite depending heavily on factual evidence, are questions of law,⁷ so no jury right exists.

In the absence of any statutory definition of “undue hardship,” courts have divided into two lines of decision. The majority view is led by an opinion of the Court of Appeals for the Second Circuit listing three tests, each of which the debtor must pass or the debt will not be discharged.⁸ In this view, courts hold that the debtor must present evidence that she or he cannot not repay the student loan without sacrificing a minimum (and minimal) standard of living,⁹ that the debtor’s present and future employment status and prospects are grim to non-existent,¹⁰ and that these circumstances will continue for at least a significant portion of the term of the loan repayment period.¹¹ Finally, the debtor must show good faith in pre-bankruptcy attempts to repay the student loan.¹² In reaction to the harsh results of Brunner, another line of decision developed, led by the Court of Appeals for the Eighth Circuit,¹³ in which courts consider the totality of the circumstances of the debtor’s case. These two lines of decision overlap, in that the totality-of-the-circumstances test includes in application one or more of the three elements in the Second Circuit’s test. The differences are that, under the totality of the circumstances, more facts are relevant, and the outcome of any one factor is not dispositive, whereas, under the Brunner tests, the debtor must pass all three tests, as failing to meet any one test ends the inquiry and the debt is not discharged.

Why is it so difficult to obtain discharge of a student loan, which is otherwise no different than any

This publication was created to provide you with accurate and authoritative information concerning the subject matter covered. However, this publication was not necessarily prepared by persons licensed to practice law in a particular jurisdiction. The publisher is not engaged in rendering legal or other professional advice, and this publication is not a substitute for the advice of an attorney. If you require legal or other expert advice, you should seek the services of a competent attorney or other professional.

For authorization to photocopy, please contact the Copyright Clearance Center at 222 Rosewood Drive, Danvers, MA 01923, USA (978) 750-8400; fax (978) 646-8600 or West’s Copyright Services at 610 Opperman Drive, Eagan, MN 55123, fax (651) 687-7551. Please outline the specific material involved, the number of copies you wish to distribute and the purpose or format of the use.

Copyright is not claimed as to any part of the original work prepared by a United States Government officer or employee as part of the person’s official duties.

other unsecured debt? The Bankruptcy Court for the Central District of Illinois¹⁴ described the most accepted purpose of the nondischargeable status of educational loans: Congress' purpose in Code § 523(a)(8) was "to protect the solvency of the student loan system and to prevent debtors, who often have little earning power in the early years after graduation, from reaping the windfall of a free education." Since there is no statute of limitations on the enforcement and collection of an educational loan,¹⁵ this policy means that, absent a showing of undue hardship, the obligation for an educational loan may literally follow a debtor to the grave.

Considering the cost and time requirement of an adversary proceeding for a student loan, costs which can be fatal in Chapter 13, some debtors had attempted a partial discharge of a student loan by inclusion of a provision in a plan. In March 2010, the United States Supreme Court decided "United Student Aid Funds, Inc. v. Espinosa,"¹⁶ a case turning on whether an order confirming a plan of arrangement in a Chapter 13 bankruptcy case, of which the student loan holder received actual notice prior to confirmation, was void, either because its educational loan discharge language did not include a finding of undue hardship, or because the actual notice given was that required to give notice of a plan instead of for an adversary proceeding. Justice Thomas wrote for the Court, holding that because the creditor received actual notice of the filing and contents of the debtor's plan (actually two notices), which more than satisfied the creditor's due process rights, the judgment was not void on the basis of any due process violation.

In *Espinosa*, the Chapter 13 debtor filed a plan which included repayment of the principal of an educational loan debt, but expressly directed that all interest, including that accruing after the petition date, would be discharged upon completion of the plan. *Espinosa* brought no adversary proceeding seeking to obtain the finding of "undue hardship" required by 11 U.S.C.A. § 523(a)(8),¹⁷ and no finding was ever made to that effect.

Note: There have been decisions on this point in which courts found that no discharge was

accomplished without the requisite finding, itself only obtained after trial of an adversary proceeding, holdings now abrogated by *Espinosa*.¹⁸

The educational loan holder, United Student Aid Funds, neither presented an objection to the plan's confirmation, nor raised any issue regarding the absence of an adversary proceeding. Once the debtor completed the plan, a discharge was issued. All was silence for a few years until the Department of Education, having been assigned the loan, began proceedings to collect the unpaid interest, including interest up to the date of the collection efforts. In response to those efforts, the Debtor asked that the Bankruptcy Court enforce its confirmation order by ordering the Department of Education and United to cease any collection efforts. This was opposed by United, once again the owner of the debt, which filed a cross-motion¹⁹ attacking the confirmation order as void because (i) the plan provision discharging the interest was inconsistent with the Code's requirement of a finding of undue hardship made in an adversary proceeding, and (ii) that enforcement of the confirmation order violated United's due process rights.

The Bankruptcy Court granted *Espinosa's* motion without damages, and denied United's cross-motion. The District Court reversed, holding that United was denied due process because of the absence of service through an adversary proceeding. The Court of Appeals for the Ninth Circuit reversed the District Court, reasoning that, by confirming the Debtor's plan without a finding of undue hardship in the context of an adversary proceeding, the Bankruptcy Court at worst committed a legal error that United could have appealed, probably with success, but this error was insufficient grounds for setting aside the order confirming a fully performed plan as void. The Ninth Circuit also held that the Debtor's failure to serve United with summons was no basis upon which to declare the confirmation order void because United had received actual notice of the terms of the plan, and had failed to object.

The Supreme Court followed the Ninth Circuit's reasoning, but lest Federal Rule of Bankruptcy

Procedure 7001(6) be discarded, admonished that in the future, bankruptcy judges presented with a Chapter 13 plan proposing the discharge of an educational loan in whole or part, without a determination of undue hardship made in an adversary proceeding, should not confirm such a plan, *even if the creditor fails to object or to appear at the proceeding at all*. SCOTUS opined that the bankruptcy courts had “the authority, indeed, the obligation,” to direct a debtor to conform the plan to the requirements of the Bankruptcy Code.

Justice Thomas wrote that the Debtor’s failure to initiate an adversary proceeding and serve a summons “deprived United of a right granted by a procedural rule.” SCOTUS was clear that this deprivation did not rise to the level of a due process violation since all that due process requires is notice “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.”²⁰

To United’s claim that the bankruptcy courts had no statutory authority to confirm the Debtor’s plan without first making a finding of undue hardship, SCOTUS replied that this was not a jurisdictional or notice failing, such as would make a void judgment subject to rule 60 of the Federal Rules of Civil Procedure. Code § 523(a)(8) didn’t limit a bankruptcy court’s jurisdiction over educational loans, or impose requirements that, if not met, would result in a denial of due process. In a key passage, Judge Thomas wrote that:

“Instead, [Code 523(a)(8)] requires a court to make a certain findings before confirming a student loan debt’s discharge. That this requirement is ‘self-executing’ means only that *the bankruptcy court must make an undue hardship finding even if the creditor does not request one*; it does not mean that a bankruptcy court’s failure to make the finding renders its subsequent confirmation order void for Rule 60(b)(4) purposes. Although the Bankruptcy Court’s failure to find undue hardship was a legal error, the confirmation order is enforceable and

binding on United because it had actual notice of the error and failed to object or timely appeal.²¹

So what does a Prudent Practitioner do in the face of all this?

- (1) After Espinosa, it is no longer possible, or at least an invitation to a sustainable objection, to attempt to save time and money by using a plan provision discharging some portion of an educational loan.
- (2) Appointing the bankruptcy judge the protector of student loan creditors is likely to be accompanied by no more than the ordinary judicial oversight of entry of orders. Creditors rely on this at their hazard.
- (3) Although it is unclear at this writing how ardent bankruptcy judges will be in refusing sua sponte to confirm plans including dischargeability provision affecting student loans, it is likely that trustees will be quick to object to such plans.
- (4) The general creditor practice of waiting until after a discharge is issued, and the debtor has accumulated new assets, will have to be reassessed, but is unlikely to be abandoned if the U. S. Trustee gets on this bandwagon.
- (5) Separate adversary proceedings to determine dischargeability will have to be filed concurrently with Chapter 13 plans involving student loans; however, a motion asking for expedited disposition, given the short time periods in Chapter 13, can accompany the complaint.
- (6) Chapter 13 plans will exhibit increased attempts to place the student loan in a class separate from that of general, unsecured creditors, and the related distribution will have to be presented with alternatives reflecting the alternative outcomes of the dischargeability suit.

NOTES

1. For those long out of school, the College Board, www.collegeboard.com, is a non-profit membership association formed in 1900 as the College Entrance Examination Board. It has more than 5,700 educational organizations as members, sells standardized tests as the SAT, PSAT and

others, and is said to work with grantors such as the Bill and Melinda Gates Foundation to increase minority enrollment. See http://www.trends-collegeboard.com/college_pricing/pdf/2009_Trends_College_Pricing.pdf (last accessed May 2010) for the full report on "Trends in College Pricing 2009." It makes for grim reading. And it's not just the United States. See Student Loans Company bosses forced to resign after chaos, Times Online (May 25, 2010), at <http://www.timesonline.co.uk/tol/news/uk/education/article7136337.ece>, where administrative delays left students financially stranded in mid-semester.

2. "Trends in Student Aid 2009), http://www.trends-collegeboard.com/student_aid/ (last accessed May 2010).
3. The common grants are under the Pell Grant program. The maximum grant for 2009-10 is \$5,350, increased from \$4,310 in 2007-08. These popular grants are accessed by no more than one in four students. According to the College Board's report, "Trends in College Pricing 2009," the average Pell grant amount in 2008-09 was only \$2,973.
4. <http://www.kansascity.com/2010/05/25/1969092/new-college-graduates-need-to.html> (last accessed May 2010).
5. *In re Hawkins*, 317 B.R. 104 (BAP9.Cal.,2004); *In re Scott*, 287 B.R. 470 (Bankr.E.D.Mo.E.Div.,2002).
6. *U.S. v. Beams*, Not Reported in F.Supp.2d, 2008 WL 1774423 (S.D.Ind., 2008). See 42 U.S.C.A. § 292f(g) (providing that, among other requirements, a HEAL loan can only be discharged upon a finding by the Bankruptcy Court that the nondischarge of such debt would be unconscionable).
7. *Educational Credit Management Corporation, assignee of Educational Credit Management Corp. v. Polleys*, 356 F.3d 1302, 51 Collier Bankr. Cas. 2d (MB) 998, Bankr. L. Rep. (CCH) P 80044 (10th Cir. 2004).
8. *Brunner v. New York Higher Educ. Services Corp.*, 831 F.2d 395 (C.A.2 (N.Y.), 1987). Accord with *Brunner*, (rejected by, *In re Healey*, 1993 WL 13000569 (Bankr. E.D. Mich. 1993)); *In re Spence*, 541 F.3d 538, Bankr. L. Rep. (CCH) P 81320 (4th Cir. 2008), cert. denied, 129 S. Ct. 1319 (2009) (applying *Brunner* and holding that the debtor failed to present proof on the second factor namely, that additional circumstances existed to indicate that her financial situation was likely to persist for a significant portion of the loan repayment period, and further that the record did not show that the debtor had made a good faith effort to maximize her income, failing the third Brunner factor).
9. *In re Reynolds*, 425 F.3d 526, Bankr. L. Rep. P 80,370, C.A.8 (Minn.), October 10, 2005).
10. *In re Spence*, 541 F.3d 538 (C.A.4 (Va.),2008), cert. den'd, *Spence v. Educational Credit Management Corp.*, 129 S.Ct. 1319, 173 L.Ed.2d 597, 77 USLW 3468 (U.S. Feb 23, 2009) (calling this the "heart" of the Brunner tests). Accord, *Educational Credit Management Corp. v. Jespersen*, 571 F.3d 775 (C.A.8 (Minn.),2009); *In re Mosley*, 494 F.3d 1320 (C.A.11 (Ga.),2007); *In re Barrett*, 487 F.3d 353 (C.A.6,2007).
11. *Matter of Roberson*, 999 F.2d 1132, 29 Collier Bankr. Cas. 2d (MB) 561, 84 Ed. Law Rep. 937, Bankr. L. Rep. (CCH) 775366 (7th Cir. 1993), citing *Brunner v. New York State Higher Educ. Services Corp.*, 831 F.2d 395 (C.A.2 (N.Y.), 1987) for this element. The *Roberson* decision was approved in *In re Faish*, 72 F.3d 298, 34 Collier Bankr. Cas. 2d (MB) 1312, Bankr. L. Rep. (CCH) P 76715, 144 A.L.R. Fed. 651 (3d Cir. 1995). By contrast, the Court in *In re Doherty*, 219 B.R. 665, 125 Ed. Law Rep. 676 (Bankr. W.D. N.Y. 1998) expressly disagreed with *Roberson*, and in each of *In re Plotkin*, 164 B.R. 623, 89 Ed. Law Rep. 1148 (Bankr. W.D. Ark. 1994), and *In re Wardlow*, 167 B.R. 148, 91 Ed. Law Rep. 591 (Bankr. W.D. Mo. 1993), the courts refused to follow *Roberson*.
12. See *Brunner v. New York State Higher Educ. Services Corp.*, 831 F.2d 395, 42 Ed. Law Rep. 535, Bankr. L. Rep. (CCH) 772025 (2d Cir. 1987) (rejected by, *In re Healey*, 1993 WL 13000569 (Bankr. E.D. Mich. 1993)), articulating the tests discussed in the text. Accord, *In re Mosko*, 515 F.3d 319, 59 Collier Bankr.Cas.2d 451, 229 Ed. Law Rep. 370, Bankr. L. Rep. P 81,110 (4th Cir.(N.C.) Feb 12, 2008); *In re Barrett*, 487 F.3d 353, 221 Ed. Law Rep. 36, Bankr. L. Rep. P 80,949 (6th Cir. Jun 08, 2007); *In re Nys*, 446 F.3d 938, 55 Collier Bankr.Cas.2d 1869, 208 Ed. Law Rep. 732, Bankr. L. Rep. P 80,499, 06 Cal. Daily Op. Serv. 3448, 2006 Daily Journal D.A.R. 5007 (9th Cir.(Cal.) Apr 26, 2006); *In re Alderete*, 412 F.3d 1200, Bankr. L. Rep. P 80,313 (10th Cir.(N.M.) Jun 29, 2005); *In re Gerhardt*, 348 F.3d 89, 42 Bankr.Ct.Dec. 13, 182 Ed. Law Rep. 398, Bankr. L. Rep. P 78,936 (5th Cir.(La.) Oct 23, 2003); *In re Cox*, 338 F.3d 1238, 41 Bankr.Ct.Dec. 184, 179 Ed. Law Rep. 559, Bankr. L. Rep. P 78,884, 16 Fla. L. Weekly Fed. C 873 (11th Cir.(Ga.) Jul 23, 2003); *Goulet v. Educational Credit Management Corp.*, 284 F.3d 773, 39 Bankr.Ct.Dec. 88, 163 Ed. Law Rep. 59, Bankr. L. Rep. P 78,622, (7th Cir. (Wis.) Mar 27, 2002); *In re Faish*, 72 F.3d 298, 34 Collier Bankr. Cas. 2d (MB) 1312, Bankr. L. Rep. (CCH) 76715, 144 A.L.R. Fed. 651 (3d Cir. 1995). But see *Educational Credit Management Corp. v. Jespersen*, 571 F.3d 775, 61 Collier Bankr.Cas.2d 1793, 246 Ed. Law Rep. 690, Bankr. L. Rep. P 81,521 (8th Cir.(Minn.) Jul 08, 2009) declining to follow *Brunner* and adopting a "totality of the circumstances" test.
13. *Educational Credit Management Corp. v. Jespersen*, 571 F.3d 775, 61 Collier Bankr.Cas.2d 1793, 246 Ed. Law Rep.

- 690, Bankr. L. Rep. P 81,521 (8th Cir.(Minn.) Jul 08, 2009) declining to follow Brunner and adopting a “totality of the circumstances” test.
14. In re Gamble, 388 B.R. 877 (Bankr.C.D.Ill., 2008). Accord, In re Mersmann, 505 F.3d 1033 (C.A.10,2007), abrogated on other grounds by United Student Aid Funds, Inc. v. Espinosa, 130 S.Ct. 1367, 176 L.Ed.2d 158, 78 USLW 4207, Bankr. L. Rep. P 81,716, 10 Cal. Daily Op. Serv. 3559, 2010 Daily Journal D.A.R. 4307, 22 Fla. L. Weekly Fed. S 173 (U.S. Mar 23, 2010); In re Wells, 380 B.R. 652 (Bankr.N.D.N.Y., 2007).
 15. 20 U.S.C.A. § 1091a(1): “It is the purpose of this subsection to ensure that obligations to repay loans and grant overpayments are enforced without regard to any Federal or State statutory, regulatory, or administrative limitation on the period within which debts may be enforced.” Brown v. U.S. Dept. of Educ., 231 Fed. Appx. 688 (C.A.9, 2007). And see House Conference Report No. 110-803, see 2008 U.S. Code Cong. and Adm. News, p. 1124 for legislative history.
 16. United Student Aid Funds, Inc. v. Espinosa, 130 S.Ct. 1367 (U.S.,2010).
 17. Fed R Bankr Pro 7001(6).
 18. For example, Whelton v. Educational Credit Management Corp., 432 F.3d 150 (C.A.2 (Vt.),2005) (To obtain determination of dischargeability of student loan debt on ground of hardship, debtor must commence adversary proceeding by filing complaint and by serving summons and complaint on student loan creditor; mere declaration of hardship in Chapter 13 plan is insufficient to obtain discharge of student loan debt, even if creditor has notice of plan and fails to object.). And see a decision, now abrogated of course, on the same facts as Espinosa, See In re Banks, 299 F.3d 296 (C.A.4 (Va.),2002) (Chapter 13 plan provision mandating that postpetition interest would not accrue on debtor’s student loan debts served to discharge postpetition interest that creditor was entitled to receive, and therefore had to be subject of adversary proceeding brought by debtor.)
 19. United brought its motion under Fed R Civ Pro 60(b)(4) claiming the confirmation order was void. There is no parallel rule in the Federal Rules of Bankruptcy Procedure; FRCP 60 is brought into adversary proceedings by Fed R Bankr Pro 9024.
 20. United Student Aid Funds, Inc. v. Espinosa, 130 S.Ct. at 1372, citing Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 314, 70 S.Ct. 652, 94 L.Ed. 865 (1950).
 21. Emphasis not in original.

Our Most Recent Releases

The federal government has been keeping the Chap 7..13 team very busy lately. In March, the Census Bureau released new figures for applicable median family income, housing, transportation, living expenses and administrative expense multipliers, and the Administrative Office of the Department of the Judiciary issued several new official forms effective April 1.

Chap 7..13 Version 9.4 contained the new Census Bureau figures, along with four updated chapter 13 plans, two updated official forms and four updated local forms. Right on the heels of Version 9.4 came Version 9.5, with the aforementioned thirteen new or updated official forms, a revised chapter 13 plan, updated exemptions for three states, and several significant enhancements, including the addition of a Quick Start Guide, Westlaw links for the means tests and the exemptions statutes, and research reference links throughout the program. The current release, Version 9.6, has four updated/revised chapter 13 plans, updated exemptions for two states, and an updated local form. It also contains fixes for various customer reported issues.

At the time of this writing we are working on many updated chapter 13 plans, updated exemptions for several states, and automated calculations of spill-over wildcard exemptions. These will be in version 9.7 scheduled to be released at the end of June.

By all means, if you have any suggestions or concerns about our forms, or if you know of a form you’d like to have added to the program, please feel free to email us at west.chap7dotdot13@thomsonreuters.com. We always welcome your input.

Free Pre-Filing Credit Counseling

Did you know that there is a way for your clients to access **free** credit counseling? The Chap 7..13 Project Team wanted you to be aware of www.consumerbankruptcycounseling.info/. This non-profit group doesn't have all of the options, or the rapid turn-around, that some other services offer, but it may be a viable option for your clients.

Thomson Reuters is not affiliated in any way with this service.

Chap 7..13 Tips

Easily Dive Into Westlaw Research From Chap 7..13

A great new tool has recently been added to Chap 7..13. Research links have been embedded in the software that will allow you to quickly find relevant law on Westlaw—the easiest to use and most powerful research service.

The research links are embedded in several places:

1. Means Tests—There are research reference links on the user input screens of all three of the means tests, directing the user to pertinent, in-depth analytical publications., and there are also links to case law for each line item.
2. Data Input Screens—The data input screens for now contain links to research references. These references are scholarly reviews of the issues that attorneys and debtors encounter in the first stages of a bankruptcy proceeding.
3. Exemptions—The exemption citations for your state are now linked directly to the

relevant statutes on Westlaw. You can check the annotations following the statute to find cases on point.

You don't have a Westlaw subscription to try out the new Chap 7..13 Westlaw links? Not to worry. Call the Reference Attorneys at 1-800-217-9378 for more information about getting a free trial.

Managing your Client's Files

One of the features of Chap 7...13 is the ability to create multiple workspaces to help manage your files by selecting new workspaces under the File menu. But you also have the ability to manipulate the client's information without losing the information. From the Case List Window you can use the copy/save button to make copies of cases. The "Save As" feature lets you create a copy of the case in the same workspace; or you can copy the current client's file to another workspace and have two working copies.

There are few reasons you may use this feature. First, is to see how your client may fare under a chapter 7 versus a chapter 13 bankruptcy. You can also create more than one means test to help determine this without attaching them to the client. Second, when you change the set of exemptions for a client, it removes any previously selected exemptions. A better practice may be to copy the case into another "test" workspace and review the exemptions there to determine which would best benefit your client. Lastly, you may use "Save As" to determine how filing jointly versus filing individually may affect your client's interests.

If you have any questions on this feature, feel free to call 1-800-217-9378 to speak with a Reference Attorney or review the Help Menu under Chap 7..13 – Managing Cases – Case Copy Wizard.

New Itemized Email Receipts from Suite Solutions

Suite Solutions, the pioneer in providing complete, 3-bureau credit reports to bankruptcy attorneys, has enhanced their offering by delivering a detailed email receipt itemizing the order. By organizing the order by client name, charge amount, date and credit report ID number it's easier to track client activity and downloads.

When you order a 3-bureau credit report from Suite Solutions you get:

- Current data from Experian, Equifax and Trans Union
- Public record information
- Detailed medical collections
- New Beginnings™ predictive post-bankruptcy scores
- Printed reports in Spanish
- NEW- Detailed email receipts sent to email of your choice itemizing the clients' name, total charge, date, and credit report ID number

Three-bureau credit reports ensure peace of mind for you and your clients, not to mention saving you valuable time by downloading them instantly into debtor's schedules through Chap 7..13.



We Want to Hear From You!

Feedback is the key to making Chap 7..13 serve you better. Please contact us with your suggestions at west.chap7dotdot13@ThomsonReuters.com.

Visit West on the Internet at www.west.thomson.com