

2011

El Dinero

A guide to help you manage your finances and assets in the event you are detained or deported

Often, only one person is responsible for maintaining the family budget and managing the household's finances. What if that person is you . . . and you suddenly become detained or deported? What if you leave a child in the care and custody of a friend or relative while you're detained or after you're deported? Who will care for the child financially? El Dinero is designed to give the person who would take over your finances (and the person who would care for your child) a clear picture of your household's financial situation and provide them with confidence to handle your finances (and support your child financially) in a well-organized and legally appropriate manner.

Produced by
J. Brent Helms
(helmsbrent@gmail.com)
12/29/2011



Table of Contents

I. Your Dinero, Your Choice

1. What is a Springing Power of Attorney?
2. Why do I need a Springing Power of Attorney?
3. Are there any disadvantages of a Springing Power of Attorney?
4. Does an attorney-in-fact have to be an attorney?
5. What will my attorney-in-fact do?
6. What do I do if my power-of-attorney does not follow my instructions?
7. Once I sign a Springing Power of Attorney, may I continue to make legal and financial decisions for myself?
8. How many copies of the Springing Power of Attorney should I sign?

II. Paying Bills if You're Detained or Deported

1. What is a credit rating and why is it so important?

III. Adult's (Over 18) Information

IV. Vehicle Information

V. Housing Information

VI. Banking Information

VII. Household Finances/Bills

VIII. Springing Power of Attorney

Your Dinero, Your Choice

[Return to Table of Contents](#)

In the event you are detained or deported, someone else must step in and handle bill-paying and other financial matters for you. Thus, it is important that you provide them with as many details as possible about your finances so that they can do a good job. We'll explain how to give that authority to someone *you* choose – and not leave the decision up to the court.

What is a [Springing Power of Attorney](#)?

[Return to Table of Contents](#)

A Springing Power of Attorney allows you (the “Principal”) to choose someone you trust (called the “Agent” or “Attorney-in-Fact”) to handle your financial affairs if you cannot do so yourself. It gives you piece of mind, reassuring you that in the event you are detained or deported, your attorney-in-fact will have the legal authority to act for you. If you don't have a Springing Power of Attorney and you are detained or deported, your family may have to go through an expensive and time-consuming court action to appoint a guardian or conservator to make decisions for you.

Why do I need a Springing Power of Attorney?

[Return to Table of Contents](#)

A Springing Financial Power of Attorney can be a great blessing to you and your family. If you don't sign the Springing Financial Power of Attorney and you are detained or deported, your loved ones may have to go to court to get the authority to handle your affairs.

A Springing Power of Attorney is a simple and reliable way to arrange for someone to manage your finances if you are detained, deported, incarcerated, or deemed incapacitated. When you sign a Springing Power of Attorney, you give another person legal authority to act on your behalf. The Springing Power of Attorney starts when you are detained or deported and continues until you die or revoke it in writing.

The Springing Power of Attorney below is comprehensive; it's designed to let someone else manage all of your financial affairs only if you become detained or deported. For the Springing Power of Attorney to be valid, it must be signed in front of a notary public. If you own real estate, you must put a copy of the Springing Power of Attorney on file at the local land records office (usually the County Probate Office).

Are there any disadvantages of a Springing Power of Attorney?

[Return to Table of Contents](#)

Yes. The disadvantage is that it is subject to abuse because there is no ongoing court supervision of the attorney-in-fact. Thus, great care should be taken in selecting an attorney-in-fact.

Does an attorney-in-fact have to be an attorney?

[Return to Table of Contents](#)

No. You should choose a trusted family member, a proven friend, or a professional with an outstanding reputation for honesty. Remember, signing a power of attorney that grants broad authority to an attorney-in-fact is very much like signing a blank check. You should never choose anyone you do not fully trust. And never allow someone to force you into signing a power of attorney.

What will my attorney-in-fact do?

[Return to Table of Contents](#)

When you sign the Springing Power of Attorney, you give the attorney-in-fact legal authority to act on your behalf. You are giving the attorney-in-fact broad power to handle all of your finances. The attorney-in-fact can cash your paycheck and wire the funds to you or your family, sell your vehicle, pay your bills, close your bank account(s), file your taxes, and much more. The attorney-in-fact is required to act in your best interests, keep your property separate from his or hers, and avoid conflicts of interest.

What do I do if my power-of-attorney does not follow my instructions?

[Return to Table of Contents](#)

You may revoke your Springing Power of Attorney at any time, as long as you are mentally competent. You should inform your attorney-in-fact, in writing, that you are revoking the Springing Power of Attorney. Once you deliver the writing, make sure your attorney-in-fact returns the signed copies of the Springing Power of Attorney. Furthermore, you should notify your bank or other financial institution where your attorney-in-fact has used the Springing Power of Attorney that it has been revoked. You may also wish to seek the advice of an attorney.

Once I sign a Springing Power of Attorney, may I continue to make legal and financial decisions for myself?

[Return to Table of Contents](#)

Yes. The attorney-in-fact is only your representative. As long as you are capable to make decisions, you can instruct your attorney-in-fact to do only those things that you want done.

How many copies of the Springing Power of Attorney should I sign?

You are only required to sign one copy. However, it is not unusual for a Principal (you) to sign several original copies. Some banks and brokerage companies have their own power of attorney forms. If you want your attorney-in-fact to have an easy time with these institutions, you may need to prepare two (or more) powers of attorney: your own form and forms provided by the institutions with which you do business.

For each signed Springing Power of Attorney, make sure a Notary Public witnesses your signature.

Paying Bills if You're Detained or Deported

[Return to Table of Contents](#)

Like everyone else, you have bills. You pay them every month. But sometimes things happen. You may be detained or deported. Once that happens, you may find yourself in deep financial trouble. If you cannot pay your debts, what happens? What can your creditors (the person or company you owe) do? Can they demand payment? Can you go to jail if you don't pay your overdue bills? Do you have any rights? What should you do?

After a month or two of failing to make your payments, your creditors will likely start to send you past due notices, and some may send threatening letters and call you demanding payment. They may even tell you they'll sue you if you don't pay or that you can go to jail if you don't pay. While they can report you as being late to a credit bureau, which will hurt your credit rating, they have no power to force you to pay and they cannot send you to jail. You cannot go to jail for failing to pay your past due bills. Thus, your creditor can do little more than bother you with letters, phone calls, and threats to sue you. If you have been detained or deported, it will be practically impossible for a creditor to contact you at all. Thus, if attempting to contact you fails, your creditor may send your account to a collection agency.

A collection agency is an organization whose job is to bother people even more than a creditor. They are usually much more aggressive in trying to collect the debt because they keep a certain amount of whatever money they collect. They will call more often and send many more letters demanding payment. They will also threaten to sue you. Still, they cannot force you to pay, they can only try to make your life so miserable that you would rather pay them than hear from them again. However, there are limits to what collection agencies are allowed to do.

If the collection agency is not successful in getting you to pay, your creditor can either: 1) forget about the bill and write it off as an uncollectable debt, or 2) send your account to an attorney, who will begin the process of suing you for a judgment.

If your creditor chooses option 1 above, you may or may not be notified of the write off. If your creditor chooses option 2 above, then, by law, you must be notified. However, if you've been detained or deported, chances are you're judgment proof. You are judgment proof because you have no job or you have been deported and are no longer in the country. So, it would be impossible to collect any money from you. Being judgment proof, however, does not mean you are lawsuit proof. A creditor or collection agency can still sue (option 2) you in court and win a judgment against you for the amount owed, but because you are judgment proof they have no means of collecting on the debt. So, many times a creditor will choose option 1.

So what does this mean? Once you've been detained you have about three or four months before your creditor will turn your unpaid bills over to a collection agency. If you choose not to pay your bills, or you are unable to pay your bills due to your circumstances, the worst thing that can happen is that the creditor reports your failure to pay to a credit bureau and your credit rating is affected. That means that if you ever try to establish credit again in the United States, it may

be difficult because your credit score will be low. That does not mean it will be impossible, but it does mean that it will be more difficult.

If the creditor sues you in court and wins a judgment, they still cannot touch your “exempt” assets. These include:

- necessary clothing
- income from unemployment compensation
- public assistance
- private pensions
- alimony and child support
- take home pay up to around \$375 a week after all state and federal taxes have been taken out
- \$15,000 worth of equity on the home you live in (including a mobile home or condominium)
- a motor vehicle in which you have \$2,400 of equity or less
- tools of your trade which are not worth more than \$1,500 total
- \$4,000 worth of any other property

A creditor can, however, get anything that is not “exempt.”

What is a credit rating and why is it so important?

[Return to Table of Contents](#)

Major purchases such as a home or new vehicle are rarely paid for in cash. This is why it is extremely important to maintain a good credit rating. A credit rating estimates the credit worthiness of an individual. A credit rating is an evaluation of a potential borrower’s ability to repay debt. Credit ratings are calculated from financial history and current assets and liabilities. Typically, a credit rating tells a lender or investor the probability of your being able to pay back a loan. However, in recent years, credit ratings have also been used to adjust insurance premiums, determine employment eligibility, and establish the amount of a utility or leasing deposit.

A poor credit rating indicates a high risk of defaulting on a loan, and thus leads to high interest rates, or the refusal of a loan by the creditor. Having bad credit, however, is not the end of the world. It still may be possible for lenders to give you a loan, provided your credit score is not too low. But be aware that you may pay a higher interest rate and more fees since you are more likely to default – fail to pay the loan back. However, you can live without a credit score. There are instances where one might come in handy (buying a house, a vehicle, a washer or dryer, etc.), but you can get by either way. Chances are, however, you’ve lived without credit to this point and you will continue to do so. So, if you intend to pay for everything with cash, a low credit score really does not matter.

ADULT'S (OVER 18) INFORMATION

Full Legal Name:			
Sex (Male or Female):	Maiden Name:	Primary Language:	Secondary Language:
Current Address:		Home Phone Number:	Cell Phone Number:
Date of Birth:	Place of Birth (city, county, state, country):		Citizen of:
Father's Name:	Mother's Maiden Name:	Passport Number:	Country of Issue:
Driver's License Number:	State of Issue:	Social Security Number:	TIN Number:
Occupation:	Employer:		Work Phone Number:
Employer's Address:		Name of Manager/Boss:	Phone Number of Boss:
Current Monthly Salary:		Pay Schedule: (weekly, bi-monthly, monthly, etc.)	
Payment Method: (cash, check, etc.)		Payment Delivery Method: (in person, mail, pick up, etc.)	
Other Employment Information:			
[Continue on Back if Necessary]			
Current Marital Status (married, divorced, separated, not married, etc.)			
If Divorced, Former Spouse's Legal Name:		Court Where Divorce is Recorded:	
Child(ren):			
[See next page]			

NAME OF CHILD	AGE	MOTHER'S NAME

[Continue on Back if Necessary]

VEHICLE INFORMATION

VEHICLE 1

Color:	Year:	Make:	Model:
VIN #:	Tag #:	Tag state:	Tag expiration date: (month and year)
What is the mileage as of today?	Is the vehicle under warranty?	If so, please describe the warranty: <div style="text-align: right;">[Continue on Back if Necessary]</div>	
Do you have car insurance?	Who is your car insurance with? (State Farm, Farmers, ALFA, Geico, etc.)	Insurance/Policy number:	Insurance renewal date:
Cost of insurance payment:	Payment due date: (1st day of month, 5th day of month, every six months, etc.)	Address where insurance payment is to be mailed or paid in person:	
Name of insurance agent:	Phone number:	Do you have liability coverage or full coverage?	Do you have any pending car insurance claims?
Do you have a car loan/lien?	If so, with whom: (Wells Fargo, Region's Bank, BB&T, Navy Federal Credit Union, etc.)	Loan/Lien account number:	
Monthly payment amount:	Payment due date:	10 day payoff amount:	Date of 10 day payoff amount:
Is loan/lien payment mailed or made in person?	Address where loan/lien payment is mailed or made in person:		
Term of loan/lien: (24 months, 48 months, etc.)	Is there a co-signer on the loan/lien? If so, please provide the name, address, and phone number of the co-singer:		

VEHICLE 2

Color:	Year:	Make:	Model:
VIN #:	Tag #:	Tag state:	Tag expiration date: (month and year)
What is the mileage as of today?	Is the vehicle under warranty?	If so, please describe the warranty: [Continue on Back if Necessary]	
Do you have car insurance?	Who is your car insurance with? (State Farm, Farmers, ALFA, Geico, etc.)	Insurance/Policy number:	Insurance renewal date:
Cost of insurance payment:	Payment due date: (1st day of month, 5th day of month, every six months, etc.)	Address where insurance payment is to be mailed or paid in person:	
Name of insurance agent:	Phone number:	Do you have liability coverage or full coverage?	Do you have any pending car insurance claims?
Do you have a car loan/lien?	If so, with whom: (Wells Fargo, Region's Bank, BB&T, Navy Federal Credit Union, etc.)	Loan/Lien account number:	
Monthly payment amount:	Payment due date:	10 day payoff amount:	Date of 10 day payoff amount:
Is loan/lien payment mailed or made in person?	Address where loan/lien payment is mailed or made in person:		
Term of loan/lien: (24 months, 48 months, etc.)	Is there a co-signer on the loan/lien? If so, please provide the name, address, and phone number of the co-singer:		
If you do not have a loan/lien, do you have the vehicle's title?	List the name(s) on the title:	Please provide any other important information about the vehicle: [Continue on Back if Necessary]	

HOUSING INFORMATION

Property type: (single family, condominium, mobile home, apartment, etc.)	Property address:		
Do you rent or own your property?	If you rent, attach a <i>copy</i> of the Rental Agreement to this page.	If your mailing address is different from your property address, please list it below:	
Do you have home/renter's insurance?	Who is your home/renter's insurance with? (State Farm, Farmers, ALFA, Geico, etc.)	Insurance/Policy number:	Insurance renewal date:
Cost of insurance payment:	Payment due date: (1st day of month, 5th day of month, every six months, once a year, etc.)	Address where insurance payment is to be mailed or paid in person:	
Name of insurance agent:	Phone number:	Do you have any pending insurance claims?	
Do you have a home loan/lien?	If so, with whom: (Wells Fargo, Region's Bank, BB&T, Navy Federal Credit Union, etc.)	Loan/Lien account number:	
Monthly payment amount:	Payment due date:	Is loan/lien payment mailed or made in person?	Term of loan/lien: (15 year, 30 year, etc.)
Address where loan/lien payment is mailed or made in person:			
Is there a co-signer on the loan/lien? If so, please provide the name, address, and phone number of the co-singer:			
If you do not have a loan/lien, do you have the home's title?	List the name(s) on the title:	Please provide any other important information about the home:	

[Continue on Back if Necessary]

BANKING INFORMATION

ACCOUNT 1

Name of bank:	Type of account: (checking, savings, money market, etc.)	Name(s) on account:
Bank transit routing number:	Bank account number:	
Bank contact person:	Bank address:	
Bank phone number:	Bank fax number:	Bank hours:

ACCOUNT 2

Name of bank:	Type of account: (checking, savings, money market, etc.)	Name(s) on account:
Bank transit routing number:	Bank account number:	
Bank contact person:	Bank address:	
Bank phone number:	Bank fax number:	Bank hours:

ACCOUNT 3

Name of bank:	Type of account: (checking, savings, money market, etc.)	Name(s) on account:
Bank transit routing number:	Bank account number:	
Bank contact person:	Bank address:	
Bank phone number:	Bank fax number:	Bank hours:

Household Finances/Bills

Bill	Amount	Due Date	Paid To	Pay Location
<p>List the name of your bill in this column.</p> <p>For example: Cell Phone, Cable TV, Internet, Gas, etc.</p>	<p>List the amount of the Bill in this column.</p>	<p>List the date the Bill is due in this column.</p>	<p>List the name of the person or business who should be paid.</p> <p>For example, if the Bill is for Electricity, then Alabama Power would be who should be paid.</p>	<p>Where should the payment for the Bill be mailed or paid in person? List that information in this column.</p>

SAMPLE BILLS

<i>Utilities: Electricity</i>	<i>\$243.34</i>	<i>13th</i>	<i>Alabama Power</i>	<i>123 Alabama Lane Montgomery, AL 36116 Pay in Person</i>
<i>Rent</i>	<i>\$650</i>	<i>1st</i>	<i>John Davis</i>	<i>1018 Beth Manor Dr. Montgomery, AL 36109 Pay in Person</i>

START YOUR BILLS HERE

Bill	Amount	Due Date	Paid To	Pay Location

STATE OF _____)
COUNTY OF _____)

Springing Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that I,

(Your Full Legal Name)

of the city of _____, county of _____,
(Your Current City) (Your Current County)

State of _____, hereby make, constitute and appoint
(Your Current State)

(Name of your Attorney-in-Fact)

of the city of _____, county of _____,
(Attorney-in-Fact's Current City) (Attorney-in-Fact's Current County)

State of _____, as my Attorney-in-Fact, for me and in my
(Attorney-in-Fact's Current State)

name, place and stead, and on my behalf, to do, perform and execute any and every act that I may legally do through an Attorney-in-Fact, and I grant to him/her every power necessary to carry out the purposes for which this power is granted, including the powers of revocation and substitution, hereby ratifying and affirming that which he/she or his/her substitute shall lawfully do or cause to be done by virtue of the rights and powers herein granted. In the event that my said Attorney-in-Fact is unable or unwilling to serve, as evidenced by a writing from him/her, his/her doctor, a court order or other independent evidence, then I appoint

(Name of your Attorney-in-Fact)

of the city of _____, county of _____,
(Attorney-in-Fact's Current City) (Attorney-in-Fact's Current County)

State of _____, as my Successor Attorney-in-Fact, with the
(Attorney-in-Fact's Current State)

same authority.

My Attorney-in-Fact may do, but is not limited to, the following acts:

1. Endorse checks drawn to my order and cash them or deposit them using my bank account(s);
2. Collect amounts at any time payable to me;
3. Make withdrawals from any account I may have at any financial institution and draw checks upon such accounts;
4. Purchase, exchange, acquire and possess any real or personal property, tangible or intangible, that I may own or in which I may have an interest;
5. Enter any safe deposit box I may have;
6. Maintain, repair, improve, manage, rent, sell, convey and in any way deal with all or any part of any real or personal property that I may now own or later acquire or in which I may have an interest;
7. Conduct, engage in and transact any and all lawful business of any nature and kind;
8. Prepare or have prepared tax return, estimates or any tax-related documents;
9. Create trusts for my benefit, with due consideration to the then existing circumstances and reasonably anticipated future events, and to transfer such assets of mine into trust as my Attorney-in-Fact may determine appropriate in the circumstances;
10. Execute any and all instruments necessary to carry out the broad powers intended to be granted herein and hereby;
11. Pay any bills I might legally owe;
12. Enter into, continue or settle any litigation he/she deems appropriate and necessary after consultation with qualified advisors;

13. Serve as my Guardian or Conservator in the event appointment of the same is deemed necessary pursuant to legal process; and
14. Arrange for my care at home or by admitting me to a medical, nursing, assisted living, or other facility, have access to my medical records and consult with my medical and other providers and make medical decisions for me, consistent with the provisions of any advance medical directive that may be in effect at the time substitute decision-making is required.

With this instrument I intend to create a Springing Power of Attorney pursuant to *Alabama Code, 1975, §26-1-2 et seq.*, as from time-to-time amended. The enumeration of specific powers is not intended to nor does it limit or restrict the broad powers herein granted. This Springing Power of Attorney shall take effect upon my being detained (held; kept; kept in custody; kept under restraint; or withheld) and/or deported (expelled from the United States; banished; sent or carried off; or transported); the authority herein conferred shall remain in full force and effect until my death or my subsequent revocation of this Springing Power of Attorney by writing.

My Attorney-in-Fact shall not be liable for any loss that results from a judgment error made in good faith. However, my Attorney-in-Fact shall be liable for willful misconduct or the failure to act in good faith while acting under the authority of this Springing Power of Attorney. I authorize my Attorney-in-Fact to indemnify and hold harmless any third party who accepts and acts under this document.

IN WITNESS WHEREOF, I, as Principal, have signed this Springing Power of Attorney, consisting of four (4) pages, this _____ day of _____, 20____.

(Day) (Month) (Year)

Principal

STATE OF _____)
COUNTY OF _____)

I, the undersigned authority in and for said County in said State, hereby certify that

(Your Full Legal Name)

whose name is signed to the foregoing Springing Power of Attorney, and who is known by me, acknowledged before me on this _____ day of _____, 20 _____,
(Day) (Month) (Year),
being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this _____ day of _____, 20 _____.
(Day) (Month) (Year)

Notary Public: _____

My Commission Expires: _____

[SEAL]