

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re

Case No. _____
Amended

Debtor

**CHAPTER 13 DEBTOR'S ATTORNEY'S
COMPENSATION DISCLOSURE AND
APPLICATION**

1. This compensation disclosure and application is made by debtor's attorney (applicant). Applicant applies for allowance of the compensation and expense reimbursement described herein.

2. Agreement [*check one*]

A copy of the written agreement between debtor and applicant required by 11 U.S.C. § 528(a)(1) is attached.

No agreement is attached because—

3. Payments [*complete every blank*]

- a. As of the date of this Local Bankruptcy Form (LBF) 1305, the amount that applicant has received as compensation for services rendered or to be rendered or expenses incurred or to be incurred in contemplation of or in connection with the case, including the petition filing fee, whether or not held in trust, is \$_____.
- b. Any amount received after the petition date is \$_____.
- c. Any source of payment to applicant other than debtor is _____.
- d. As of the date of this LBF 1305, the amount of expenses incurred in contemplation of or in connection with the case, including the petition filing fee, that applicant has paid, whether from applicant's funds or funds held in trust, is \$_____.

4. Schedule [*select Schedule 1, 2.(a), 2.(b), or 3, and complete corresponding blanks*]

a. **Schedule 1** (life-of-the-case fixed fee):

- i. Applicant has agreed to perform all legal services to debtor that are reasonably necessary in or in connection with this case for the entire life of the case, including contested matter litigation, but excluding adversary proceedings and appeals for the fixed fee of \$_____ [*\$5,500 maximum*] plus expenses of \$_____ [*\$600 maximum*], for a total of \$_____.
- ii. The unpaid agreed fee and expense amount is \$_____ [*amount in paragraph 4.a.i. less the amount in paragraph 3.a.*].

b. **Schedule 2.(a)** (fixed fee through confirmation and initial audit of claims):

- i. Applicant has agreed to perform all legal services to debtor that are reasonably necessary in or in connection with this case through confirmation of the plan and the initial audit of claims, including prepetition services in contemplation of the case, for the fixed total amount of \$_____ [*\$3,750 maximum*].
- ii. The unpaid portion of the agreed amount for services described in paragraph 4.b.i is \$_____ [*amount in paragraph 4.b.i less the amount in paragraph 3.a. plus the portion of the amount in paragraph 3.a that applicant received for expenses*].
- iii. Applicant has also agreed to perform all other legal services to debtor that are reasonably necessary in or in connection with this case on the terms set forth in the attached agreement or, if there is no written agreement, as follows:

c. **Schedule 2.(b)** (hourly; estimated amount through confirmation and initial audit of claims):

- i. Applicant has agreed to perform all legal services to debtor that are reasonably necessary for this case at hourly rates. The estimated total amount of compensation and expense reimbursement for all services through confirmation of the plan and the initial audit of claims, including prepetition services in contemplation of the case, is \$_____. The earliest date of the services for which applicant seeks compensation is _____.

ii. The unpaid estimated compensation and expenses is \$_____ [*enter amount in paragraph 4.c.i less the amount in paragraph 3.a.*].

iii. The agreement for compensation and expense reimbursement for all services and expenses in and in connection with this case is set forth in the attached agreement or, if there is no agreement, as follows:

d. **Schedule 3** (other):

i. Applicant has agreed to provide debtor with services in or in connection with this case on the terms set forth in the attached agreement or, if there is no written agreement, as follows:

ii. If another attorney previously filed an LBF 1305 in this case selecting Schedule 1 or, if the other attorney did not complete services through plan confirmation and the initial audit of claims, Schedule 2(a), the following is a description of incomplete services, compensation paid by the trustee to the other attorney, and any agreement among the other attorney and the debtor regarding the other attorney's fees:

5. If applicant has previously shared any compensation or there exists any agreement or understanding between applicant and any other entity for the sharing of compensation received or to be received for services rendered in or in connection with this case, other than as a member or regular associate of a firm of attorneys, the details of the sharing or sharing agreement are as follows:

6. Applicant authorizes the trustee to disburse all compensation and expense reimbursement to applicant in the amounts allowed by the court by mailing payments to the address listed in applicant's service address below unless alternative payee information is provided here:

7. On _____, applicant served this document on debtor.

Applicant's Signature

Type or Print Applicant's Name

OSB#

Applicant's Telephone Number

Applicant's Service Address

Instructions

See Local Bankruptcy Rule (LBR) 2016-1(e) regarding who must file LBF 1305 and when it and any amendment must be filed.

See instructions in LBF 1307, *Chapter 13 Debtor's Attorney's Supplemental-Compensation Application*, regarding required contemporaneous time records.

Paragraph 4.(c) of the chapter 13 plan on LBF 1300.24 must be completed consistently with this LBF 1305.

If applicant selects Schedule 2.(b) and the agreed estimated total compensation, before credit for payments, exceeds \$3,750, applicant must file a Chapter 13 Debtor's Attorney's Schedule 2.(b) Itemization on LBF 1306 no later than seven days before the final plan-confirmation hearing (see LBR 2016-1(e)(2)(A)).

If applicant has a separate agreement to perform legal services to debtor in related matters such as adversary proceedings or appeals, applicant must use only Schedule 3 for the complete disclosure of all agreements.