**SAMPLE**

United States Bankruptcy Court
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ District Of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**In re**

Case No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Debtor** Chapter \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR**

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, Debtor has agreed to pay. . . . . . . . . . . . . . . . . . . . . . . . . . . . . $ 2,000.00

Prior to the filing of this statement I have received . . . . . . . . . . . . . . . . . . . . . . . .$ 0.00

Balance Due . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .$ 2,000.00

1. The source of the compensation paid to me was:

□ Debtor □ Other (specify) ■ Not Applicable [add this only if Debtor paid nothing]

1. The source of compensation to be paid to me is:

■ Debtor □ Other (specify)

1. ■ 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 other 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.

1. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
2. Analysis of the debtor' s financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
3. Preparation and filing of any petition, schedules, statements of affairs and plan which may be required;
4. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
5. [**DELETE IF ALLOWED IN YOUR DISTRICT**] Representation of the debtor in adversary proceedings and other contested bankruptcy matters;
6. [Other provisions as needed]
7. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

**IF ALLOWED IN YOUR DISTRICT** - Representation of the debtor in adversary proceedings, dischargeability actions and other contested bankruptcy matters.

1. Debtor and counsel have entered into two, separate fee agreements:
2. The first agreement was signed prior to the filing of the petition for the preparation and filing of the bankruptcy petition, statement about social security number, creditor list and other documents required at the time of filing; and review, analysis and advisement of the typical matters that are required to be performed prior to filing by a bankruptcy attorney under the applicable bankruptcy and ethical rules. Counsel's fees under the first agreement were $\_\_\_\_, of which $\_\_\_\_\_ was paid and the balance (if any) was waived by counsel.
3. The second agreement was signed after the petition was filed for post-petition work to be performed, including the preparation of schedules of assets and liabilities, and statement of financial affairs; preparation and filing of other required documents; representation at the first meeting of creditors; and other services outlined in the fee agreement. Counsel's fees under the second agreement are $\_\_\_\_\_\_. The second agreement allows the Debtor(s) to pay these post-petition fees and costs in installments for up to 12 months following the bankruptcy filing.
4. Counsel has a recourse line of credit from a third-party lender secured by (among other things) a collateral assignment of the accounts receivable of counsel, including amounts owed by Debtor(s) to counsel. Counsel’s obligation to repay this indebtedness is not contingent upon receipt of payment from Debtor(s). Counsel may draw upon the line of credit based upon the value of accounts receivable, including the amount owed by Debtor(s) to counsel. The lender also provides payment management and processing services and will collect installment payments from Debtor(s) as well as any third-party guarantor (if applicable) on behalf of counsel. Lender will apply amounts paid by Debtor(s) against counsel’s indebtedness to Lender. Counsel has fully informed Debtor(s) and obtained consent to the collateral assignment and to a limited sharing of information with lender concerning Debtor(s) to facilitate counsel’s financing and lender’s payment management and processing concerning Debtor(s).

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.

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| --- | --- |
|  *Name of Attorney* |  *Date* |
|  *Name of Firm* |  |