**Appendix 2L. Disclosure of Compensation in a Chapter 7 Case.**

UNITED STATES BANKRUPTCY COURT

DISTRICT OF SOUTH DAKOTA

In re: ) Bankr. No. 18-90000

) Chapter 7

JANE ANNE ANONYMOUS )

fdba Jane's Flower Shop )

SSN/ITIN xxx-xx-0000 ) DISCLOSURE OF COMPENSATION

)

 Debtor. )

1. Received or Promised. Pursuant to 11 U.S.C. 329(a), Fed.R.Bankr.P. 2016(b), and Bankr. D.S.D. R. 2016-1(a), I declare that within one year of the filing of the petition in this case I have been paid or will be paid the following fees by Debtor for services rendered or to be rendered in contemplation of or in connection with this case:

(a) Compensation for legal services (flat fee) $1,200.00

(b) Costs (including filing fee; excluding sales tax) + $ 412.00

(c) Sales tax on compensation + $ 72.00

(d) Total: = $1,684.00

(e) I have received: $1,684.00

(f) I am still owed: = $ 0.00

2. Services to be Rendered. In return for the compensation set forth above, I have rendered or will render the following legal services:

a. analyzing Debtor's financial situation and rendering advice to Debtor in determining whether to file a petition in bankruptcy and, if so, under what chapter;

b. preparing and filing Debtor's petition, schedules, and statements; and

c. representing Debtor at the meeting of creditors.

If other post-petition legal services are required, these services will be billed to Debtor at $200.00 per hour for my work and $75.00 per hour for the work of my certified legal assistant, Joyce B. Good, plus actual expenses and sales tax. Debtor understands any additional fees incurred post-petition must be paid by Debtor personally from assets that are not part of the bankruptcy estate. If the case is converted to another chapter, Debtor further understands a different fee agreement will be necessary and post-conversion fees may be paid as part of a plan.

3. Services Not to be Rendered. Debtor and I have agreed the above-disclosed fee does not include the following services: None.

4. Supplemental Disclosure. I will file a supplemental disclosure of compensation if this agreement changes or if I actually receive additional fees for other services or costs in this case that have not been disclosed.

5. Fee Sharing. I have not shared or agreed to share my fees with anyone who is not a member or an associate of my law firm.

6. Unpaid Fees. If the fees for my pre-petition services, sales tax, and expenses (including filing fee) have not been paid in full pre-petition (see paragraph 1 above), I understand and have advised Debtor that while Debtor may voluntarily pay any amount I am still owed, that amount will be discharged, and I will not be able to take any action to collect any portion of it, unless and until Debtor and I enter into a reaffirmation agreement and the Court approves the reaffirmation agreement following a hearing that Debtor must attend.

Dated: February 7, 2018.

 /s/

Joseph J. Carson, Esq.

101 E. Legal Lane

Justice, SD 57000-0000

tele: (605) 555-5555

e-mail: jjclaw@legalline.net

 **SEE COMMITTEE NOTES ON FOLLOWING PAGE**

**Committee Notes**

If someone other than the debtor has paid or will pay some or all the fees, substitute or add that person's name where appropriate.

If you are accepting a flat or fixed fee for your legal services, clearly state that in paragraph 1. Segment the flat fee into separate figures for compensation for services, sales tax, and reimbursement for expenses. Rather than the hourly rate provision at the end of paragraph 1, substitute a statement regarding the flat fee agreement, such as:

I have made a flat fee agreement with Debtor. The total fees I will be paid in this case will not exceed $1,308.00, which comprises $900.00 for compensation for services, $54.00 for sales tax, and $354.00 for reimbursement for expenses, including the filing fee.

If there is a fee sharing agreement, revise paragraph 5 to read, "I have shared or have agreed to share my fees with [name], who is not a member or associate of my law firm." If the fee sharing agreement has been reduced to writing, add "I have attached a copy of our agreement."