UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW MEXICO

# In re:

# Case No.

Debtor(s).

# DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

Pursuant to 11 U.S.C. § 329(a) and Fed. R. Bankr. P. 2016(b), the undersigned law firm (law firm includes an unincorporated sole practitioner) certifies that the law firm is the attorney for the above named debtor(s) and that compensation paid to the law firm within one year before the filing of the petition commencing this bankruptcy case, or agreed to be paid to the law firm, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with this bankruptcy case, is:

1. Amount Paid/Prepetition/Retainer. Within one year before the filing of the petition the law firm received

$ \_\_\_\_\_\_\_\_\_ for services rendered in contemplation of or in connection with this bankruptcy case. Of that amount, it applied $\_\_\_\_\_\_\_\_\_ to fees, costs, and any applicable gross receipts tax and paid the bankruptcy case filing fee. As of the petition date, the law firm held a retainer in the amount of $\_\_\_\_\_\_\_\_\_\_ in its trust account.

2. Agreed Compensation. The agreed compensation for legal services rendered or to be rendered by the law firm on behalf of the debtor(s) in connection with this bankruptcy case, subject to court approval, is (*choose one*):

Flat Fee. The law firm is charging the debtor(s) a flat fee for legal services rendered or to be rendered by the law firm on behalf of the debtor(s) in the amount of $\_\_\_\_\_\_\_\_\_\_. The retainer (if any) will be applied to the flat fee.



Hourly Rates. The law firm is charging the debtor(s) for legal services rendered or to be rendered at the following hourly rates plus costs and any applicable gross receipts tax [list the hourly rates of each attorney and paralegal]:



þÿ Other. Describe the fee arrangement:

3. Legal Services to be Rendered. In return for the above-disclosed compensation, the law firm has rendered or agreed to render legal services to the debtor(s) for all aspects of this bankruptcy case, including but not limited to (i) analysis of the debtor(s) financial situation, (ii) rendering advice to the debtor(s) to determine whether to commence a bankruptcy case and under which chapter, (iii) rendering advice to the debtor(s) during the course of the bankruptcy case, (iv) preparing and filing any required petition, schedules, statements, and plan; (v) preparing and filing motions, objections, briefs, and other documents as necessary or appropriate, and (vi) representing the debtor(s) at the § 341(a) meeting of creditors, in contested matters, and in other proceedings before the bankruptcy court.

(*Choose one*):

þÿ The law firm has agreed to represent the debtor(s) in adversary proceedings.

The law firm will not represent the debtor(s) in adversary proceedings except by further agreement.



The law firm will represent the debtor(s) in adversary proceedings as follows (*explain*):



4. The source of the prepetition compensation paid to the law firm was:

þÿ Debtor(s) þÿ Other (*specify*)

5. The source of compensation to be paid to the law firm post-petition is:

þÿ Debtor(s) þÿ Other (*specify*)

6. Fee Sharing

þÿ The law firm has not agreed to share the above-disclosed compensation with any person other than members and associates of the firm.

þÿ The law firm has agreed to share the above-disclosed compensation with another person or persons who are not members or associates of the firm. A copy of the sharing agreement, together with a list of the names of the people sharing in the compensation, is attached.

7. (*Other disclosures, as needed*)

CERTIFICATION

The undersigned certifies that the foregoing is a complete statement of any agreement or arrangement for payment to the law for representation of the debtor(s) in or in connection with this bankruptcy case.

*Date*

*Signature of Attorney*

*Name of law firm*