



## CHAPTER 13 ATTORNEY FEE GUIDELINES

Effective \_\_\_\_/2022

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1. **Scope.** These Guidelines establish a streamlined procedure for the allowance of presumptively reasonable fees for routine and customary services performed by attorneys for chapter 13 debtors. An attorney eligible under these Guidelines may seek the initial allowance of compensation for legal services in connection with the bankruptcy case as part of plan confirmation without filing the application with detailed billing records required by LBR 2016-1(a).
2. **Chapter 13 Rights, Responsibilities and Fee Agreement.** The Chapter 13 Rights, Responsibilities and Fee Agreement (“R&R Agreement”) in the form attached hereto must be used in all cases commenced under or converted to chapter 13 on and after the effective date of these Guidelines. The R&R Agreement must be filed within 14 days after commencement of or conversion to a chapter 13 case.
3. **“Opting Out.”** A debtor’s attorney who does not elect to participate in the expedited procedure established in these Guidelines must file one or more standard fee applications. An attorney should consider opting out if it is apparent before the petition is filed that a particular case will require more legal services than the typical case.
4. **“Opting In.”** An attorney who elects the expedited process established in these Guidelines may seek allowance of the presumptively reasonable fees fixed in these Guidelines as part of plan confirmation without a separate application for compensation. The allowance of fees will be included in the plan confirmation order.
5. **Presumption of Reasonableness.** Having considered comments by the Office of the United States Trustee, the Chapter 13 Trustee, and members of the local bar, the court has determined, in accordance with 11 U.S.C. § 330(a)(4)(B), that the amounts stated below are presumptively reasonable for certain legal services rendered by an attorney representing the interests

of the debtor in connection with the chapter 13 bankruptcy case. The presumptive fees in these Guidelines are *presumed* to be reasonable in typical cases but are subject to challenge by a party and review by the court under 11 U.S.C. § 329(b) in a specific case. These “presumptive fees” and dollar amounts include related costs, including any general excise tax attributable to compensation received by the attorney, are stated in the R&R form. A presumptive fee is the maximum amount that may be charged under the expedited procedure; the attorney and client may agree to lesser amounts.

6. **Additional Fees for Contested Preconfirmation Matters.** An attorney who has elected to use the presumptive fees under these guidelines may file a standard fee application with detailed time records for services not covered by the presumptive fee, as described in the R&R form. The application must substantially conform to the local form Application for Compensation by Debtor’s Attorney in a Chapter 13 Case.
7. **Standard Fee Applications Required for All Other Services.** A standard fee application supported with detailed time records must be filed for any services not included in the presumptive fees. The application must substantially conform to the local form Application for Compensation by Debtor’s Attorney in a Chapter 13 Case.
8. **Sunset of Fees Scheduled in Prior Chapter 13 Attorney Fee Guidelines.** The fee schedules contained in the Chapter 13 Attorney Fee Guidelines effective July 16, 2016, will be superseded as of the effective date of these Guidelines. The former fee schedules will apply only to those services provided prior to the effective date of these Guidelines. Any request for payment of compensation as an administrative expense filed in the claims register on and after \_\_\_\_\_, 2022, must attach a court order approving the compensation.

**Fill in this information to identify your case:**

Debtor 1	_____	_____	_____
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)	_____	_____	_____
	First Name	Middle Name	Last Name
United States Bankruptcy Court - District of Hawaii			
Case number (If known)	_____		

Local Form H2016R (6/22)

## **Chapter 13 Rights, Responsibilities and Fee Agreement**

Debtors in a Chapter 13 bankruptcy case must understand their rights and responsibilities, as well as understand their attorney's responsibilities and the importance of communicating with their attorney to make the case successful. The parties must also understand and agree how the debtor will pay for the attorney's services. To assure a mutual understanding of these rights and responsibilities, and to document how the attorney will be paid, the debtor and the attorney agree to the terms below.

### **PART A - Rights and Responsibilities of the Debtor and the Attorney**

#### **BEFORE THE PETITION IS FILED**

##### **A-1: DEBTOR agrees to:**

1. Discuss with the attorney the debtor's objectives in filing the bankruptcy case.
2. Inform the attorney of all prior bankruptcy cases filed by the debtor or the debtor's spouse in the District of Hawaii and any other districts.
3. Provide the attorney with accurate, complete information about the debtor's financial situation, including assets and debts, income and expenses, pending lawsuits, foreclosures, repossessions and garnishments, domestic support obligations such as alimony, child support, and divorce agreements, and the status of tax returns and payments, including income, general excise, or other tax due federal, state, and local taxing authorities.
4. Provide the names and addresses of creditors to be notified of the bankruptcy case and automatic and codebtor stays, including any address where the creditor has requested in a written communication to receive correspondence and notices (not where to send payment).
5. For the period specified by the attorney, timely provide copies of:
  - a. Pay stubs or other evidence of payment received from an employer;
  - b. All federal tax returns or transcripts of the returns; and
  - c. All bills, notices, statements, or communications from creditors.
6. Pay directly to the attorney any required fee for filing the petition.
7. Arrange for the preparation of any past due federal or state tax returns.
8. Obtain credit counseling required by the Bankruptcy Code from an authorized provider.

**A-2: ATTORNEY agrees to do the following personally:**

1. Meet with the debtor to review the debtor's financial information and answer questions.
2. Counsel the debtor regarding the advisability of filing either a Chapter 7 or Chapter 13 case and discuss with the debtor both alternatives as well as non-bankruptcy options.
3. Explain to the debtor the separate requirements for credit counseling and completion of a personal financial management course ("debtor education").
4. Explain the petition, schedules, statements, plan, and any other documents to be filed on the debtor's behalf and that the debtor must sign them under penalty of perjury.
5. If the petition is filed electronically, obtain the debtor's original signature on the petition and any schedules and statements filed together with the petition, as well as the declaration re: electronic filing before the petition is filed, and retain the originally signed documents for one year after the bankruptcy case is closed.
6. Timely prepare the petition, schedules, statements, plan and any related motions to value collateral or to avoid liens (staff may prepare the documents but the attorney must personally review them).
7. Explain which payments will be made directly by the debtor and which payments will be made by the trustee to creditors through the plan, with particular attention to mortgage and vehicle loan or lease payments, as well as any other claims that accrue interest.
8. Explain that the debtor must make monthly plan payments to the trustee beginning 30 days after the petition is filed (not when the plan is confirmed) or the case may be dismissed.
9. Explain to the debtor how, when, and where to make the plan payments to the trustee.
10. Advise the debtor that failure to file current and any delinquent tax returns will prohibit confirmation of a plan, delay the case, and may result in dismissal of the case.
11. Advise the debtor of the requirement to provide the Trustee with a copy of each federal tax return, or transcript of the return, for each tax year during the bankruptcy case.
12. Explain to the debtor how the fees of the attorney and the trustee will be paid and provide to the debtor an executed copy of this Chapter 13 Rights, Responsibilities and Fee Agreement.
13. Explain that the court will send a notice of the date, time, and location of the meeting of creditors and advise the debtor of the requirement to attend the meeting and be questioned under oath.
14. Advise the debtor of the need to maintain liability, collision and comprehensive insurance on vehicles securing loans or leases, and any appropriate insurance if the case involves a business.

15. Advise the debtor that court approval is required for sales of real or personal property and obtaining or modifying loans.
16. Explain to the debtor any other matters in which the attorney will represent the debtor.

**AFTER THE PETITION IS FILED**

**A-3: DEBTOR agrees to:**

1. Appear on time at the meeting of creditors with recent proof of income, a photo identification card, proof of Social Security number, and any financial documentation requested by the attorney or the trustee.
2. Timely make the required payments to the trustee and to any creditors being paid directly.
3. Timely pay any domestic support obligations, such as alimony and child support.
4. Promptly inform the attorney if the debtor loses his or her job or has other financial problems, including missing payments to the trustee, on a mortgage or other secured debt, or domestic support obligation.
5. Provide the trustee annually with copies of the most recent federal tax return and cooperate with the attorney in updating schedules for income and expenses, and a statement of monthly income that shows how income, expenditures, and monthly income are calculated.
6. Keep the trustee and the attorney informed of the debtor's current address and telephone number.
7. Inform the attorney of any garnishments or foreclosures that continue or occur after the filing of the case, and any attempts to collect a debt incurred before filing for bankruptcy.
8. Inform the attorney if the debtor is sued or wishes to file a lawsuit during the case.
9. Contact the attorney before buying, refinancing, or selling real property and before entering into any long-term loan agreements to see if approvals are required.
10. Maintain liability, collision and comprehensive insurance on vehicles securing loans or leases, and appropriate insurance if the case involves a business.
11. Complete a personal financial management course from an approved agency prior to making the last payment due under the plan.
12. At the time of the last plan payment, certify that all domestic support obligations have been paid.

**A-4: ATTORNEY agrees to:**

1. Appear at the meeting of creditors with the debtor or, in an emergency, notify the debtor in advance that another attorney will appear on the debtor's behalf at no cost to the debtor.
2. For the duration of the case and for no additional fees, prepare, file, and serve amended statements and schedules, and notice of any change in the debtor's address, in accordance with information provided by the debtor.
3. Respond to objections to plan confirmation, and prepare, file, and serve an amended plan as needed.
4. When necessary for the success of the case, prepare, file, and serve motions to modify a confirmed plan.
5. Prepare, file, and serve necessary motions to buy, sell, or refinance real property.
6. Review claims and file objections to improper or invalid claims; file a claim on behalf of the debtor when it is in the debtor's best interest to include a creditor in plan distributions.
7. Represent the debtor in opposing motions for relief from stay and motions to dismiss.
8. Where appropriate, prepare, file, and serve necessary motions to avoid liens on real or personal property.
9. Promptly prepare and submit any proposed orders as directed by the court.
10. Provide such other legal services as are necessary for the administration of the present case through plan confirmation, except that representation or non-representation in an adversary proceeding may be the subject of a separate fee agreement by the debtor and the attorney.
11. Promptly respond to the debtor's questions and inquiries for the duration of the case.
12. Promptly respond to trustee's request and inquiries for the duration of the case and comply with any requirement to meet and confer with the trustee to resolve issues.

## **PART B - Fee Agreement**

### **ATTORNEY FEES**

Establishing attorney fees for a chapter 13 case is a two-step process. First, the attorney and the client must agree on how much the attorney will charge for services. Second, the court must decide whether that amount is reasonable. The total amount of fees that will be approved will depend on the number and complexity of the issues in the case. Issues that make a case more difficult and more expensive usually involve an ongoing foreclosure, repossession, or garnishment; delinquent tax returns or payments; alimony, child support, and other domestic obligations that are past due; student loans delinquencies; asking the court to value property that secures a mortgage or loan; and requesting the court to void a lien or security interest.

Standard Fee Application versus Presumptive Fees. To determine the amount of reasonable compensation, the attorney may file a "standard fee application" itemizing the work done and how long it took to accomplish. The amount of time spent is multiplied by an hourly rate, and the application is set for a court hearing. Alternatively, the debtor and the attorney may agree to limit the fee in ordinary cases to an amount the court has presumed to be reasonable - a "presumptive fee." An attorney may charge less, but not more than the presumptive fee for anticipated typical services, described below in more detail. A detailed standard fee application with time entries and a court hearing are not required for approval of presumptive fees. The presumptive fee may not cover all services that are required; in that case, the attorney may seek additional compensation by filing a standard fee application.

Deposits to Client Trust Account. Before the petition is filed, the attorney may request a reasonable amount of funds from the debtor for deposit in the attorney's client trust account to prepay the attorney fees. Before the petition is filed, the attorney may withdraw funds for services completed up to that point. After the petition is filed, the attorney may not withdraw funds from the trust account until a court order allows it. After the plan is confirmed, the trustee will make distributions for attorney fees, after all remaining funds in the client trust account have been paid out. The attorney may ask the debtor to deposit an additional reasonable amount of funds in the client trust account for further services that may be required. The attorney may not transfer these funds to the attorney's operating account without court approval of a fee application.

Disposition of Fees Upon Dismissal Before Confirmation. If the bankruptcy case is dismissed before plan confirmation, any funds being held by the trustee, including funds being held for payment of attorney fees, will ordinarily be returned to the debtor. However, the attorney is allowed to file a standard fee application for compensation for actual time spent in providing services prior to dismissal. If the court approves, the trustee will pay the compensation to the attorney return any remaining funds to the debtor. There will be notice and a hearing and the debtor is free to object to the compensation being requested.

## FEE AGREEMENT

The terms below supersede any separate agreement between the debtor and the attorney with regard to services in this bankruptcy case. If the debtor and the attorney subsequently do not agree on fees to be charged for additional services that were not expected, the attorney may ask the court for permission to withdraw from the case. However, the attorney must continue to provide legal services until the court approves the attorney's withdrawal.

### **Check Box 1 or Box 2:**

**1. Standard Fee Application(s).** The attorney will file one or more standard fee applications under LBR 2016-1(a). There will be no request for additional presumptive fees. At the time this agreement is executed, these are the hourly rate(s) for the attorney signing this agreement and any other attorneys and legal assistants whose work will be involved. These rates will apply unless the attorney files a notice in advance of any future increase in these rates that will be used in a fee application. Fee applications may be filed not more than once every 120 days.

Hourly Rate(s):

**2. Use of Presumptive Fees.** The attorney agrees that the presumptive fees stated below will be charged in this case. The attorney certifies that the attorney is eligible for the streamlined fee approval process under the court's Chapter 13 Attorney Fee Guidelines. The fee amount may be less but may not exceed the presumptive fee amount. Certain exceptions are described below. Compensation requesting use of the presumptive fee schedule will be allowed as part of plan confirmation. If the use of presumptive fees is elected, the attorney is limited on what additional fees may be requested. Presumptive fee amounts include associated costs.

- **\$5,000 Presumptive Fee for Standard Services.** The attorney may not charge more than the presumptive fee amount of **\$5,000** for (1) all services listed in Part A-2 and (2) all services listed in Part A-4 except additional fees may be requested for items 4-9 for services provided after the one-year anniversary of plan confirmation.
- **"Success Fee"**. If the plan is confirmed at or before the initially scheduled confirmation hearing, the presumptively reasonable fee is increased by **\$400** as a "success fee".

- **Additional Presumptive Fees.**

- **Request for Valuation of Collateral - Real Property and Vehicles.** The presumptively reasonable fee for filing a plan that includes **Attachment A** requesting the valuation of a secured claim involving real property and vehicles is increased by **\$1,000 per parcel of real property or vehicle**. There is no increase for requests involving secured claims in any other type of property. This fee includes services and expenses related to obtaining title reports, appraisals, and subsequent orders declaring lien satisfied and recordation of releases.
- **Motion to Avoid Lien in Real Property.** The presumptively reasonable fee for filing a plan that includes **Attachment B** requesting the avoidance of a lien involving real property is increased by **\$1,000 per parcel** of real property in which lien is being avoided. This fee includes services and expenses related to obtaining title reports, appraisals, and subsequent orders declaring lien satisfied and recordation of releases. The presumptively fee is not increased for requests involving secured claims in personal property.
- **Participation in Court-Approved Loan Modification Program.** Reserved.

- **Standard Fee Application in Conjunction with Presumptive Fees**

- **Additional Fees for Preconfirmation Contested Matters that are Opposed.** Preparing and filing a preconfirmation motion or objection to claim is included as part of the presumptive fee but responding to an opposition to such a motion or objection is not. An attorney who seeks compensation for such a response must file a standard fee application. The application may not include time spent in preparing and filing the underlying motion or objection.
- **Additional Fees for Uncovered Services.** An attorney who seeks compensation for any services that are not covered by the presumptive fee must file a standard fee application.

**Calculation of Presumptive Fees to be Charged in this Case**

Presumptive Fee Component	Maximum Amount	Agreed Amount
1. Presumptive fee for standard services through 1 year after plan confirmation ( <i>\$400 will be added if plan confirmed before or at initially scheduled hearing</i> )	\$5,000	
2. Request for valuation of collateral - \$1,000 per real property parcel or vehicle Number of parcels: _____ Number of vehicles: _____	\$1,000 per parcel/vehicle	
3. Motion to avoid lien in real property - \$1,000 per real property parcel in which lien is being avoided Number of parcels: _____	\$1,000 per parcel	
Total dollar amount of fee components in this case:		
Amount Debtor paid before petition was filed (excluding filing fee):		
Balance in client trust account to be drawn upon after court approval:		
Balance of attorney fees and costs to be paid by trustee through the plan:		

**THIS AGREEMENT SUPERSEDES ANY OTHER AGREEMENT BETWEEN DEBTOR AND ATTORNEY REGARDING SERVICES TO BE PERFORMED IN CONNECTION WITH THIS CASE.**

\_\_\_\_\_  
Debtor 1  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Debtor 2  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney for Debtor(s)  
Dated: \_\_\_\_\_

**Fill in this information to identify your case:**

Debtor 1 \_\_\_\_\_  
First Name Middle Name Last Name

Debtor 2 \_\_\_\_\_  
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court - District of Hawaii

Case number \_\_\_\_\_



Local Form H2016G (6/22)

<p><b>APPLICATION FOR COMPENSATION BY DEBTOR'S ATTORNEY IN A CHAPTER 13 CASE; NOTICE OF HEARING</b></p> <p><i>Note: Hearing will be held remotely using Zoom audio. Go to <a href="https://zoom.us">Zoomgov.com</a> or phone (833) 568-8864 (toll-free). Meeting ID: 161 789 3766, Passcode 1132</i></p>	<p><b>Hearing Date:</b></p> <p><b>Time:</b></p> <p><b>Objections due:</b></p>
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**Applicant:**

The undersigned requests under LBR 2016-1(g) an order allowing compensation and reimbursement for expenses in the amounts below. The amounts previously allowed are insufficient to compensate the Applicant for the actual legal services performed in this case. After exercising billing judgment, Applicant believes that the total hours expended in this case and the total fees and expenses are reasonable.

Detailed time records for the services covered by this application are attached.

	Fees	Expenses	Total
Total amounts previously allowed:	\$	\$	\$
<b>Amounts requested in this application:</b>	\$	\$	\$
Total fees and expenses in this case if approved:			\$

Applicant agrees to accept payment at the rate of \$ \_\_\_\_\_ per month to be paid at the time of each payment on secured claims until paid in full and before payment to other creditors. Any unpaid balance of fees after the debtor completes payments under the plan will be discharged under § 1328(a).

Description of significant services provided during the period from \_\_\_\_\_ to \_\_\_\_\_:

**Effect on distributions to creditors:**

- If this application is approved, the estimated distribution to nonpriority unsecured creditors will be reduced approximately from \_\_\_\_% to \_\_\_\_%.
- Plan funding  will  will not be sufficient to pay in full all claims that must be paid in full under § 1322(a)(2), § 1322(b)(5) and all adequate protection payments ("must-pay" amounts).
- If plan funding will not be sufficient to pay all "must-pay" amounts:
  - Debtor will promptly file a motion to modify plan to correct the funding deficiency, or
  - Applicant agrees to accept payment of such amounts that lead to a deficiency after payment of all such "must-pay" amounts.

**NOTICE IS HEREBY GIVEN** that a hearing on this application has been scheduled for the date and time above.

**Your rights may be affected. You should read the motion or application and any accompanying papers carefully and discuss them with your attorney if you have one in this bankruptcy case or proceeding. (If you do not have an attorney, you may wish to consult one.)**

If you do not want the court to approve the application or if you want the court to consider your views on the application, then you or your attorney must file a statement explaining your position **not later than 14 days before the hearing date**. Responses must be filed with the court at: **United States Bankruptcy Court, District of Hawaii, Suite 250, Honolulu, HI 96813**, and sent to the Applicant at the address below. If you mail your response to the court for filing, you must mail it early enough so the court will **receive** it on or before the deadline stated above.

If you or your attorney do not take these steps, the court may decide that you do not oppose the application and may cancel the hearing. If the hearing is canceled, the court may grant the relief if the moving party promptly files a declaration and request for entry of an order [local form H9021A]. If the moving party wishes to proceed with a hearing in the absence of an objection, the moving party should file a request for the matter to remain on calendar [local form H9013R].

Dated: \_\_\_\_\_

/s/ \_\_\_\_\_  
Applicant

Address:

*Attach detailed time records to support this Application.*

**Fill in this information to identify your case:**

Debtor 1 \_\_\_\_\_  
First Name Middle Name Last Name

Debtor 2 \_\_\_\_\_  
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court - District of Hawaii

Case number \_\_\_\_\_



Local Form H3070J (6/22)

**REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSE:  
 COMPENSATION FOR DEBTOR'S ATTORNEY IN CHAPTER 13 CASE**

**Claimant:**

*Instructions - Complete:*

*Part A for all requests, then either Part, C, or D.*

*Part B for payment of initial fees to be paid through plan.*

*Part C for fees awarded in an order approving a standard fee application.*

A. The undersigned requests payment through the plan for compensation and reimbursement for expenses under 11 U.S.C. § 503(b)(2) in the following amount based on the information below in either B. or C.

\$
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B. Initial award authorized in plan confirmation order.

1. Amount agreed to in Rights and Responsibilities of Chapter 13 Debtors and Attorneys or Rights, Responsibilities and Fee Agreement filed in this case:	\$	
2. Less retainer paid to attorney and withdrawn prepetition for amount earned for prepetition services:	\$	
3. Balance to be paid through plan distributions (B.1. less B.2.):		\$
C. Compensation and reimbursement of expenses approved in standard fee application - <i>attach order</i> :		\$

D. The Claimant understands that payment of this request is conditioned on there being available funds from the debtor's plan payments. No payment will be made if the order allowing fees and the corresponding request for payment are filed after the debtor has completed plan payments and the trustee has made a final distribution.

Dated: \_\_\_\_\_ /s/ \_\_\_\_\_  
 Debtor's Attorney