

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO

In re:	)	Chapter 13
	)	
ROBERT BOETGER,	)	Case No. 05-97153
	)	
Debtor.	)	Judge Arthur I. Harris

ORDER GRANTING APPLICATION FOR COMPENSATION IN THE  
AMOUNT OF \$1,700 AND DENYING, WITHOUT PREJUDICE,  
APPLICATION FOR COMPENSATION BEYOND \$1,700

On March 27, 2006, debtor's counsel filed an application for compensation (Docket #33), requesting \$2,700 in total fees. On April 3, 2006, the Chapter 13 trustee filed an opposition (Docket #35), and on April 10, 2006, debtor's counsel filed a reply (Docket #38). For the reasons that follow, the application for compensation is granted in the amount of \$1,700. Should debtor's counsel still seek compensation beyond the \$1,700 disclosed in the statement of compensation (Docket #1 at 8 of 10) and Statement of Rights and Responsibilities (Docket #7), then counsel shall file a revised fee application as specified below within 30 days.

In developing a standardized Statement of Rights and Responsibilities, it was the Court's intention that attorneys for debtors in Chapter 13 cases could receive a total fee of up to \$1,700 for work in a typical Chapter 13 case, without a detailed fee application and without regard to the actual hours needed to prosecute the case. *See* Administrative Order 03-6 at ¶5 (listing the types of services the Court contemplated would be included as part of the initial fee). Additional

services outlined in the Statement of Rights and Responsibilities, including work on novel, complex, or non-routine motions would be compensated at an hourly rate, provided that counsel filed a detailed fee application.

In the present case, it is unclear precisely what the debtor and the debtor's counsel agreed to regarding fees. Absent evidence of some other arrangement, the Court will assume that the debtor and debtor's counsel agreed to a basic fee of \$1,700 *to be supplemented for novel, complex, or non-routine work at an hourly rate just for such additional work*. The Court believes that this is the arrangement contemplated by the Statement of Rights and Responsibilities. In other words, the debtor's counsel agrees to bear the risk that routine work may take longer than anticipated but retains the right to seek additional compensation for novel, complex, or non-routine work at an hourly rate *just for such additional work*.

At this time, however, the Court cannot discern what debtor and debtor's counsel have actually agreed to regarding fees. One of the purposes behind the Statement of Rights and Responsibilities was to eliminate or at least reduce the awkward possibility of fee disputes where the debtor and debtor's counsel have opposing interests and the debtor no longer has an attorney representing the debtor's interests. Indeed, the attorney's interests concerning fees may be diametrically opposed to the debtor's interests. Such situations should be

prevented from occurring whenever possible.

Accordingly, the Court approves \$1,700 in fees as previously agreed in the initial statement of compensation and Statement of Rights and Responsibilities.

Should counsel seek approval of fees beyond \$1,700, counsel shall file a revised fee application within 30 days. The revised fee application shall identify the additional hours spent specifically on novel, complex, or non-routine work, as opposed to services that were included in the agreed-upon \$1,700 fee. *Ideally, counsel would include the debtor's written consent to the specific total amount of fees being sought in the revised fee application.*

IT IS SO ORDERED.

/s/ Arthur I. Harris      4/28/06  
Arthur I. Harris  
United States Bankruptcy Judge