*TY* 2023

# Information & Documents for Tax Preparation

This packet will give you an easy head-start on the tax preparation process and help you prepare for your tax appointment. Just click and download.



#### **Dear Clients:**

This packet is intended to give you an easy head-start on the tax preparation process and includes the following items:

- Summary of Important Tax Data tables and charts of rates, thresholds, dates, and other handy references for TY'23
- Personal Tax Organizer two-page questionnaire to help you gather your tax data
- Substantiating Documentation Required a list of supporting documents you must provide (if applicable)
- Suggested Documents a helpful list of documents that you should gather when life happens
- Engagement Agreement please initial on Page 1, sign on Page 2 and submit with \$750 retainer
- Taxpayer Consent please sign and return this form to me to grant me permission to offer tax planning services to you
- Office Policies outline of procedures, discounts, and my pledge to offer you personalized service and expertise

And there's still more information available on my website. I invite you to click and explore – some of what you'll find there:

- Links to all <u>state tax authorities</u> and many other <u>useful reference sites</u>.
- Info about estates & gifts, business, investments, and senior issues on <a href="Specialty">Specialty</a> pages dedicated to each topic.
- <u>Due dates</u> for estimated tax payments and filing returns.
- Upcoming deadlines for <u>issuing 1099s</u> (January 31<sup>st</sup>) and <u>business tax registration</u> (February 28<sup>th</sup>).
- A page addressing frequently asked questions (<u>FAQs</u>) and common taxpayer concerns.
- My blog presenting an informal discussion intended to keep you abreast of code changes and other timely issues.
- Materials to make record-keeping easier, learn about business start-up, find charity valuation guides and much more.
- Fraud to keep you abreast of the latest scams and offer identity theft protection tips.
- In the Help section, you'll learn know <u>How to...</u> to reach the IRS, cancel an automatic debit, find out if your amended return has been processed, order a transcript or simply <u>have fun</u>, amongst many other practical tips.

While I hope to pre-empt many of your questions and give you the information you need before you even think to ask, I also encourage you to call or e-mail if you would like to discuss your personal situation or use the Inquire tab. The Inquiry Form was designed to allow prospects to contact me with questions about services that I offer. I am purposefully sending you to that form so that you may become familiar with it and can suggest to others – friends, family, and referrals – to contact me in this manner. Remember, that I am always eager to welcome your referrals and will reward you with a generous gift card for every referral who becomes a client.

For those of you who seek the luxury of communicating with me without being "on the clock", I offer a <u>Service Contract</u> which will entitle you to unlimited hours of free consultation in lieu of my customary hourly rate on such topics as withholding allowances, estimated tax computations, job changes, out-of-state moves, new home purchases, refinancing, divorce and adoption, college savings, retirement plans, business start-up, amongst many other issues.

To ensure tax season success, I ask you to commit to the tax prep process early and note the following deadlines:

- January 31<sup>st</sup>: Indicate your choice to engage my services by submitting your Advance Payment (\$750).
- February 15<sup>th</sup>: Submit signed Engagement Agreement and Taxpayer Consent forms.
- March 15<sup>th</sup>: Submit Personal Tax Organizer and supporting documentation to guarantee timely filing.

With warm regards,

Monica Haven TEL: (310) 286-9161 FAX: (310) 557-1626 mhaven@pobox.com

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For your convenience and to allow for easy reading, all of these documents have been individually posted to the <u>Materials</u> page of my website.

When you have completed the required forms in this packet and gathered your tax data, you should submit it to me in a security-conscious manner. If you wish to use a secure server, you may head for the Contact page of my website to access a link that allows for easy upload and convenient transmission.

NOTE: To ensure the integrity of my system and for the safety of all clients, I will <u>not</u> accept online transmissions sent via Dropbox, Google Drive or other open-source file sharing systems and I will <u>not</u> accept data sent via servers for which I have to provide information to open an account.

If you would rather use e-mail to send documents and information, please be sure to password-protect your PDF attachments and provide me with your selected password under separate cover. Alternatively, US mail, overnight delivery with tracking, and faxes work just fine. NOTE: In-office appointments and data drop-offs remain unavailable.

### SUMMARY OF IMPORTANT TAX DATATH FOR TY 2023

[2024 in italics; CA shaded]
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The information herein is for educational use only & should not be construed as tax, financial, or legal advice since every taxpayer's situation is unique. You should consult with tax & legal professionals prior to implementation. Any tax advice herein is not intended to be used--and shall not be used--by any taxpayer for the purposes of avoiding any penalties that may be imposed by the tax authorities.

#### Federal & CA Tax Rate Schedules

Filing Status	10%	12%	22%	24%	26% AMT only	28% AMT only	32%	35% NOTE: Marriage Penalty	37% NOTE: Marriage Penalty
Single	<11,000	<44,725	<95,375	<182,100	N/A	N/A	<231,250	<578,125	>578,125
	(11,600)	(47,150)	(100,525)	(191,950)			(243,725)	(609,350)	(609,350)
MFJ	<22,000	<89,450	<190,750	<364,200	N/A	N/A	<462,500	>693,750	>693,750
	(23,200)	(94,300)	(201,050)	(383,900)			(487,450)	(731,200)	(731,200)
Alt Min Tax	N/A	N/A	N/A	N/A	<220.7K	>220.7 K	N/A	N/A	N/A
					(232.6)	(232.6)			

Medicare Surtaxes on incomes > \$200K (S); \$250K (MFJ): Earned Income (0.9%) and/or Net Investment Income (3.8%)

Filing Status	1%	2%	4%	6%	7% AMT only	8%	9.3%	10.3%	11.3%	12.3%
Single	<10,412	<24,684	<38,959	<54,081	326,891	<68,350	<349,137	<418,961	<698,271	>698,271
MFJ	<20,824	<49,368	<77,918	<108,162	435,855	<136,700	<698,274	<837,922	<1,396,542	>1,396,542
PLUS: CA Mental Health Surtax of 1% on income >\$1 million (all filing statuses)										

#### Capital Gains Rates CA: Capital Gains taxed at Ordinary Rates & NO Qlfd. Dividend

Taxable Income	STCG 1 year Taxed at ordinary rates	LTCG > 1 year & Qualified Dividends	§ 1250 Deprec. Recapture	Collectibles & § 1202 Sm Bus Stk
<44,625 (S)	See above	0%	25%	28%
<89,250 (MFJ)		Trusts/Est: 0% on inc <\$3K		
<492,300 (S)	See above	15%	25%	28%
<553,850 (MFJ)		Trusts/Est: 0% on inc <\$14,650		
>492,300 (S)	See above	20%	25%	28%
>553,850 (MFJ)				

CG Rate applies to **Qualified Dividends** held >60 days during 120-day period beginning 60 days before exdividend date, incl. some preferred & foreign stocks; excluding REIT, S-Corp & Mutual Fund STCGs—Capital losses cannot offset dividends **[PERMANENT]** CA does not conform.

#### **Exemptions & Deductions**

Filing Status	Filing Requirements	Standard Deduction	Personal Exemption	AMT Exemption
Single max. state/local tax = \$10K int Imtd on NEW mtgs <750K NO Misc or Unreimb Empl xpns	13,850 <i>(14,600)</i> CA: 21,561	13,850 <i>(14,600)</i> CA: 5,363	0 CA: 144	81,300 <i>(85,700)</i> CA: 84,550
Married Joint max. state/local tax = \$10K	27,700 (29,200) CA: 43,127	27,700 (29,200) CA: 10,726	0 CA: 288	126,500 <i>(133,300)</i> CA: 112,734
Senior or Blind (Single)	15,700 <i>(16,550)</i> CA: 28,761	1,850 <i>(1,950)</i>	N/A CA: 144	N/A
Senior or Blind (Married Joint)	29,200 <i>(30,750)</i> CA: 50,327	1,500 <i>(1,550)</i>	N/A CA: 288	N/A
Child ( <age #9;24="" 1040="" 8814<="" <11k="" div="" form="" ft="" if="" int="" may="" on="" only="" or="" parents'="" rpt="" stdt)="" td=""><td>2,500 <i>(2,600)</i> CA: 1,250</td><td>1,250 <i>(1,300)</i></td><td>400 CA: 446</td><td>N/A</td></age>	2,500 <i>(2,600)</i> CA: 1,250	1,250 <i>(1,300)</i>	400 CA: 446	N/A

## Estate/Trust Tax Rates (Fiduciary Returns)

Taxable Income	Rate
0 - 2,900 <i>(3,100)</i>	10 (10)
2,901 – 10,550 <i>(11,150)</i>	24 (24)
10,551 – 14,450 <i>(15,200)</i>	35 <i>(35)</i>
>14,451 <i>(15,201)</i>	37 (37)
AMT Exemption	\$28,400 (29,900)

#### **CA Probate Fees**

Estate Size	Fee (Atty & Exectr <u>each</u> earn)
\$0 – 100K	4%
\$100 – 200K	3%
\$200 - 800K	2%
\$800K – 9M	1%
\$9M - 15M	0.5%
>\$15M	Set by Court

#### **Corporate Tax Rate**

Taxable Inc	Tax Rate
0 - unlimited	21*  *Flat tax effctv 1/1/18 [new rate profitable > \$90K]

C-Corp: 800 min fee\* OR 8.84% of tax inc S-Corp: 800 min fee OR 1.5% of tax inc LLC: 900 fee + ann tax if total inc > \$250K Corp. AMT: 6.65%

\* 1<sup>st</sup> yr xmptn for LLC/LLP estblshd 2021-23

## Taxable Equivalent Yields CA: GNMAs & FNMAs are taxable

Tax Rate	2% Cpn	4% Cpn
10%	2.22	4.44
12%	2.27	4.55
22%	2.56	5.13
24%	2.63	5.26
32%	2.94	5.88
32%	3.08	6.15
37%	3.17	6.35

Federal (& State) Phase-out Ranges

Fil. Stat	Pers. Xmptn. & Item. Ded.	AMT Xmptn	§199A 20% dedctn for Qlfd Bus Inc (QBI) Specfd Svc Trade/Biz gets NO ded >threhld	Child Cred 2K-3.6K (partially refundable)	EIC 7,430 max 3,529 CA [Form 8867 chklist req'd]	IRA (dedctble) [See contrbtn limits @ page 2]	Saver's Cred 10-50% 2,000	ROTH  [no limits on conversions; no rechrctztn to Trdtnl after conversion]	Am Opp (2,500) Life Learning (2,000)	Cover dell Educ. Svgs (Max cntrbtn =\$80K)	Stdnt Loan 2,500	Savings Bond Interest
S	N/A 237,035	578.15- 903.35K 326,891	182.1-232.1K (191.95-241.95)	200K (75K for xcs > 2K base credit)	9,800 (0)-56,838 (3)	73-83K (77-87)	max 36.5K (38.25)	138-153K (146-161)	80-90K	95- 110K	75-90K (80-95)	91.85- 106.85K
MFJ	N/A 474,075	1.156.3- 1.6623M 435,855	364.2-464.2K (383.9-483.9)	400K (150K for xcs > 2K base credit)	16,370 (0)- 63,398 (3)*	116-136K (123-143)	max 73K (76.5)	218-228K (230-240)	160-180K	190- 220K	155-185K (165-195)	137.8- 145.2K

Social Security & Payroll Tax for 2024

Social Security & Payroll Tax for 2024						
Туре	Maximums					
Social Security Tax	6.2% on \$168.6K					
Medicare Tax	1.45% on ALL earnings + 0.9% if inc > 200K					
Medicare B Premiums	Base = \$174.70/mo + surchrg					
Medicare Prem Surchrge*	If '22 inc >103K (S), 206K (M),					
[*appeal if life-chng event]	+ \$69.90 – 419.30/mo [B]					
	and 12.90 – 81.00/mo [D]					
Income when SS taxable	22,320 if < full retirement age					
CA Minimum Wage (per hour)	15.50					
CA Disability (SDI)	1.1% on ALL (no max limit)					

#### Tax on SS Benefits\* w/ Excess Income

* COLA incrs for 2024 = 3.2% CA: SS benefits not taxable							
Filing Status	0% Taxed	50% Taxed	85% Taxed				
Single	<25K	25-32K	>32K				
Married Jt	>32K	32-44K	>44K				

Retirement Account Limits
---------------------------

Max. Contributions
6,500; 7,500 if >50 (70 <i>00; 8000</i> )
66K (69)
15.5K; 19K if >50 (16; 19.5)
22.5K; 30K if >50 (23; 30.5)
330K ( <i>345</i> )
72 if born < '51; 73 if born '51-'58
75 @ 2033 if born > '58

#### Penalties & Fees

Туре	Maximums
Hlth Insur Shr'd	Grtr of \$900/adlt + 450/dpndt (max \$2,700)
Rspnsblty (CA only)	OR 2.5% of xcs hshld inc (1/12 mnthly)
Due Diligence	\$560 for HOH, EIC, AOTC & CTC
Xcs MSA W/drwl	20% CA: 12.5%
Early IRA W/drwl	10% (if age <59½) CA: 2.5%  XCPT: LT care, equal periodic, domstc abuse, term ill, pres.  disaster, emrg savings, corrctv dist.
Xcs Accmltn (not CA)	50% (unless "reas cause," use Form 5329)
IRA Rollover Wvr	\$10K [Rev Proc 2016-8: only 1 rllovr for all IRAs/fiscal yr]
Late Filing	5% /mo (max 25%; min \$435)
	[unlss 1st time penlty wvr] CA: \$135 min
Late Payment	0.5% per mo. (max. 25%) [unlss 1st time pnlty wvr]
Underpayment	if <1K due or >110% pd if AGI>150K
Penalty Waiver	CA: if tax due < 500
EFT Failure	1% of amt that should've been e-paid
Rqst Installment Plan	\$225 (107 if auto debit)-fees reduced if apply online
OIC Min Pymt	≥ 20% for lump-sum OR install (\$205 fee)
CA's CDTFA	10% of unpaid Use Tax
Worker Mis-classifctn	\$5K - \$15K/violtn if willful NOTE: CA presumes employee unless 3-factor test satsfd
Frivolous Return	\$5,000
FinCEN 114 (FBAR)	\$15,711 (1/19/23) BUT
NOTE: 6 mos. auto xtn	if <u>willful</u> : 50% of highest balance + criminal
1099 & W-2 Reprting	\$60-310/stmt
0074 D :	\$630 min if intentional disregard
8971 Basis	Due 30 days after 706; failure to file
Reporting by Estate	penalties = \$50 – \$260 per 8971
Estate Closing Letter	\$67

#### 2023 Standard Mileage Rates

Туре	Cents/Mile
Business	65.5 (67)
Charity—all other	14 ( <i>14</i> )
Medical	22 (21)
Moving (NO fed mvg xpns xcpt miltry)	22 (21)

Important Dates (all dates in 2024 unless specified)

Filing Dates (XTNs)	Estimated Taxes	Stat of Lmtns
<b>1040:</b> 4/15 (10/15)	<b>1</b> : 4/15 (30%) <b>3</b> : 9/16 (0%)	3yrs Audit
<b>1065:</b> 3/15 (9/16; 10/15)	<b>2</b> : 6/17 (40%) <b>4</b> : 1/15/25 (30%)	10yrs Cllctns
<b>1120S</b> : 3/15 (9/16)		
<b>1120</b> : 4/15 (10/15)	* Increase ES if Shared Resp. penalties	4yrs Audit
<b>1041:</b> 4/15 (10/1; 10/15)	anticipated	20yrs Cllctns
<b>990:</b> 5/15 (11/15)	Pay by 12/31 if itemize, unless SALT or AMT	
<b>1099-NEC</b> : 1/31	MUST e-pay if ES >20K or tot tax >80K	
FBAR: 4/15 (10/15)	7	

**Miscellaneous Exclusions and Limitations** 

Туре	Amount
Qualifying Child	Related, live-in >½ yr, <½ own supprt, <19 (<24 stdt);
(use to determine elig for credits)	<13 Dep Care; <17 Child Cred; <\$4700 Gr Inc (5,050)
Alimony	N/D to payor, not taxable to payee if agrmt > 2018
·	CA does not conform
Gift Tax Exclusion	17,000 (18,000); xcs taxed at 40% max
	\$12.92M (13.61) life xclsn;175K (185) to non-citzn sps
Estate Tax Exclusion	\$12.92M (13.61M;revrts to 5M @TY'26); max rate 40%
Basis rptg req'd on Form 8971	xcs Spousal Excln portable (must file w/i 2yrs > DOD)
Expat Tax Exemption	821K (866K) "covered" if avg ann tax > 190K (201K)
Foreign Earned Inc	120,000 (126,500)—16,800 housing exclsn (17,710)
Nanny Tax (need EIN)	File if >2,600 (2700) wages/yr \$750/qtr (must e-file)
§179 Deductn	1.16 million (\$1.22 million) CA: 25,000
Educators	\$300 for classrm mtrls (incl PPE) CA does not conform
Per Diems www.gsa.gov	135-223 (145-235 >10/1/23) lodge; 69-74 (69-74) meal
Use of Pers. Residence	NO rental income reported if < 15 days rental
Home Office Deduction	Actl Xpns OR Safe Harbor (\$5/ft² to \$1500, not indxd)
Like-kind Xchgs §1031	id rplcmnt prop @ 45 dy & buy @ 180 dy aftr sell old
(file FTB 3840 annually)	Itd to real ppty > TY17 & hold 5yr for \$250K xclsn if cnvrtd to 1°
§121 Exclsn on Sale of	Non-qlfd Amt = (# yrs used as 1º since 2008)
Second Home	Total yrs owned) x Realized Gain CA conforms
Mrtg Frgvnss Relf (xp 12/31/25)	1º res loans < \$750K CA does not conform
Energy Effcnt Home	30% on qlfd efficiency improvements; lifetime limit
(xp. 12/31/32)	\$1,200/yr (beware of xcptns)
	HOMES retrofit rebate → fed txbl if trtd as prch P rdctn
Res Clean Enrgy (xp. 12/31/34)	30% (retroactive to 2021) CA does not conform
Clean Veh Crdt §30D	max 7,500 on certain vehicles; subj to MAGI
* * * * * * * * * * * * * * * * * * * *	CA: Clean Vehicle Rebate up to \$7K
CA Renter's Credit	60 if AGI < 50,746 (S), 120 if AGI > 101,492 (MFJ)
CA Prpty Tax Postponemnt ACA Prem Credit Eligibility	Senior, <\$51,762 inc, 40% eqty (apply by 2/12/24) 14,580 + 5,140/prsn
<b>0</b> ,	
LT Care Insur Premiums	480(470) <age 40;="" 5960(5880)="">age 70; incl as SE HIth Prem</age>
Health Savings (HSA) –	3,850 self/7,750 family <i>(4,150/8,300)</i> + \$1K catch-up
max. contribution	Min Dedctble: 1,500 self/3,000 family (1,600/3,200)
CA: add invst inc; sbtrct txbl dstrbtns	Max Out-of-Pocket: 7,500 s/15,000 f (8,0500/16,100)
Qlfd Char Dist	direct transfer from IRA if age >70½—max \$100K
Designtd Bene (inhrtd IRA)	Surv spse (rollover ok), minor child, bene <10 yrs yngr
Net Operating Loss 5-yr carry-bk for NOLs in '18-'20 only	unitd carry-fwd [subj. to 80% income limitation]
NO state carry-back > 2018	Sched C loss >\$270/540K is N/D, becomes NOL (TYs '21-'26) CA: NOLs suspended for TYs '20-'21 if inc > \$1 million
Crytocurrency	NOT treated as capital asset, BUT
S. J. Court Office	Loss due to MV decline is N/D (unless "worthless")
	Wash sale rule does not apply
	NFT treated as "collectible" based on look-thru analysis

**Handy Reference Numbers** 

	nandy Reference Number	612
Organization	Telephone Number	Website
Internal Revenue	Indiv-800/829-1040 Bus-800/829-4933 Advct-877/777-4778	www.irs.gov; Suspicious e-mails phishing@irs.gov;
Service	e-Pay Corrections-888/353-4537	<u>Transcripts</u> ; <u>Free File</u> if inc < \$73K; Online pymts <u>DirectPay</u> ;
	300 N Los Angeles St/6230 Van Nuys Blvd M-F 0830-1630	Refund Status & Amended Return Status
Franchise Tax	Genl-800/852-5711 e-File/e-Pay Help-916/845-0353	www.ftb.ca.gov Online Pymts FTBWebPay.gov
Board	Collections-800/689-4776 Advocate-800/883-5910	Status Where's My Refund Accnt Info MyFTB.gov
Social Security	800/772-1213 SSN Verify-800/772-6270	www.ssa.gov [Paper stmts sent ea 5yrs to non-web users]
Emplymnt Dev Dpt	888/745-3886 ID Theft-800/229-6297	www.edd.ca.gov
Tax & Fee Admin	800/400-7115 Advocate-888/324-2798	http://cdtfa.ca.gov/
		2023 rates-LA County: 9.50%; Orange: 7.75%; Ventura: 7.25%
LA Bus. Permit	844/663-4411	http://finance.lacity.org/
DMV	(Only VLF is ded) ID Theft-866/658-5758	DMV Fee Calculator
Identity Theft	FTC-877/438-4338 IRS-800/908-4490 FTB-916/845-7088	http://www.consumer.ftc.gov/
-	Mdicare 800/4478477 MdiCal 800/8226222 SSA 800/2690271	Form 14039 IRS Guide to Identity Theft
	Eqfx-800/5256285 TrnsUn-800/6807289 Xprn-888/3973742	Form 3552 FTB Fraud Referral
Foreign Accts	IRS-866/270-0733 BSA-866/346-9478 FinCEN-800/949-2732	Mandatory e-File http://bsaefiling.fincen.treas.gov

2			

Date: \_\_\_\_\_

## Personal Tax Organizer for 2023 Tax Year

Alimony (not Child Suppt) \$   [rpt @ CA only for divorce after Filing Status: Single MFJ MFS HoH Qual. Widow Info re Qual. Person for HoH: Name	Spouse's Name  Date of Birth SS #  Job Title Self-emply'd  Blind/I  Work # () Work Fax # ()  Home # () Cell # ()  e-Mail From To  To  The To  The Spouse's Down or To Spouse's Down or To To To To To To To To	Disbl'd   Disbl'd   Postimut agrmt	
Dependent Name(s) → attach pages if needed Birthdate Soc. Sec. # (reg'd	d) Relationship # of mo.s in Home Any Inc.? Sou	urce of Inc.	
1. Wish to allow Preparer to discuss return w/ IRS?  → Provide copies of any correspondence recv'd from tax authorities  2. Contribute \$3 to Presidential Campaign Fund?  3. Voluntary contributions to CA's special funds?  4. E-deposit Tax Refund to □Bank □Multiple Accts  → Attach voided chk OR □ If same as last year, provide last 3 digits of acct #  5. Any out-of-state revenue source □Y □N State(s)  6. Adoption Expenses □Y □N \$  7. Child Care: Caretkr's Name  Caretkr's Address □Phone  Tax ID or SSN: Amt Pd \$  Childcare benefit rec'd fr employer? □Y □N Amt \$  8. Household Help: Name & SSN  Emplyee □ Cntrctr □ Form I-9 □Y □N Amt Pd \$  9. Earn Inc Crdt: Prvsly claim? □Y □N Prvsly disallw'd? □Y □N  → Provide proof of child's residency, e.g. school records, landlord's or doctor's stmt  10. Resid enrgy imprvmnt □Y □N Plug-in Auto or Chrg Stn □Y □N  → Provide manufacturer's certification → Check IRS website for qlfd. Vehicles  11. Rebates: □Turf Remvl □Elec Car □Dealr Rdctn → Provide 1099s	12. CA Middle Class "Refund" \$	-?   Y   N   N	
Retirement Plans → attach stmts for in/out transactions &/or Form 8915-E			
Income → Complete as applia  Wages → attach W-2's □ Disablty Inc □ Unemplymt Comp □ State Ta □ Self-emplymt Inc (Xpns on p. 2) Describe biz □ □ Name □ Sale of 1° Resid. → attach 1099-S □ Seller-fin mtg int \$ Payor's N □ Gamblg, Lottery, Jury Duty □ e-Bay or online sales □ Unreported Tips Dividends Rcv'd □ Y □ N Interest Earned □ Y □ N Tax-Free  Wrthlss Securities □ Y □ N Collectibles sold □ Y □ N Inheritance row	ne/Image/Likeness (NIL) Inc \$ Rental Inc (Xpns on Name, Address & SSN InstImt Sal os >\$20/mo. \$ Other Inc \$ Describe source Y □N Securities &/or Ppty Sold □Yes □No → Provide of Note in the Name of	p. 2) \$e Inc  Y N	

#### **DEDUCTIONS**

→ Please use blank paper to provide addtl. info. or clarification. NEW CLIENTS must attach last year's tax returns ←

**PERSONAL**(Federal only if total over \$ 13,850 if Single, \$ 27,700 if Married Filing Joint)

Medical Expenses (only if over 7.5% of AGI)
Prescription Medication\$
Doctors, Hospitals & Clinics\$
Glasses, Orthodontics, Hearing Aids\$
Medical Supplies\$\$
Weight Loss Treatment ☐Y ☐N (→ provide Rx & receipts)
Travel/Transportation (# of miles)
LT Care Insurance Premiums\$\$
Health Insur. Premiums (Self-employed? ☐Y ☐N). \$
COBRA TY N
Insurance Reimbursements (if any)\$
Any inc/loss on invstmnts in HSA account?
Taxes
Real Estate Taxes\$
Auto Registration (VLF only → verify @ dmv.ca.gov) \$
Sales or Local Taxes\$
Foreign Income Taxes\$
Interest Paid (→ Provide escrow stmts & Form 1098)
Mortgage Interest paid to bank\$
If paid to an individual, provide lender's name, address, SSN:
Mortgage obtained or refinanced on/after 1/1/18 ☐Y ☐N
Points Paid \$ Term of Loan (# of yrs)
Home eqty debt ☐Y ☐N Loan used for
Investment Interest (Margin)\$\$
Casualty Loss (Circle: Earthquake, Fire, Theft, Accident, Other)  Description of Property
FEMA Code Cost Basis of property \$
FMV of Property Before \$ After\$
Insurance Reimbursement (if any)\$\$
Charity (→ Attach supptg docs for ALL donations; even for \$300 above-the-line ded)
Cash\$
Non-Cash Donations (i.e. Goodwill, Auto)\$
Amount of QCD transferred\$
Charitable Miles\$
Miscellaneous [most federal dedctns eliminated as per TCJA]
Gambling Losses (→ MUST provide gambling log/diary)\$
Repymt of previously taxed inc >\$3K\$
Estate taxes paid on IRD\$
Fees: Tax Prep \$ Invst Advsr \$ Legal \$
Sfty Dep Box \$ Subscrptns \$ IRA fees \$
Moving Expenses (only if >50 miles & for bus purp) [CA only]
Date From To
Miles from OLD home→OLD wrk→NEW wrk
Shipping \$Trvl & Lodging (not meals) \$
Employer Reimb.?  \[ \text{Y}  \text{N} \] Amount \$

ES Taxes Paid	Date	Fed. Amt.	State Amt.
'22 Refund applied to '23 Tax			
4th Qtr '22 paid to State in Jan '23			
1 <sup>st</sup> Quarter '23			
2 <sup>nd</sup> Quarter '23			
3 <sup>rd</sup> Quarter '23			
4 <sup>th</sup> Quarter '23			

#### **BUSINESS**

→ Use separate sheet for each spouse or activity ←

☐Self-emplymt (S) ☐Unreimb Employee (E) ☐Rental Exp (R)
Rental Real Estate: # days rented # days prsnl use
Advertising
Licenses       \$         Office Rent       \$         Office Supplies       \$         Postage & Freight       \$         Publications & Subscriptions       \$         Repairs       \$
Supplies       \$
Equipment Purchases (→ Attach receipts & indicate if new or used)         Description of Item:         Date of Purchase (required):       New Used         Amount Paid       Used
Description of Item:  Date of Purchase (required):  Amount Paid
Automobile Expenses (if used for business or rental)  Year & Make of Car  Year Placed into Service  Miles: Bus Commute Personal Total  Actual Expenses (gas, insur., repairs) \$  Is a written contemporaneous log available? YN
Business Meals (e.g., meals w/ clients or while traveling)  Meals \$ Entertainment \$ [CA only]  Receipts \( \text{Y} \) \( \text{N} \)  Bus Purp sbstnt'd \( \text{Y} \) \( \text{N} \)
Office in Home (used exclusively for business)  Total ft² of Home Ft² of Office Area  Rent \$ Util. \$ Insur. \$ Off. Rprs. \$  Value of Property (→ Attach Property Tax Bill)  Photo □Y□N 2 <sup>nd</sup> office □Y□N Safe Harbor □Y□N  Estimate of Gross Self-emplymnt Income in 2024 \$

→ Client asserts, to the best of his/her knowledge, that the information provided herein is correct and includes all items of income and deductions for which supporting documentation is available, even if not specifically requested.

Client Signature: Date:	
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#### SUBSTANTIATING DOCUMENTATION REQUIRED

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For your protection and mine – and to mitigate the unpleasant fallout from an audit – I am a stickler for documentation. Your protests to the contrary will fall on deaf ears. It's always easier to calmly gather the necessary paperwork nearest to the time that a transaction has occurred rather than in a panic when a tax examiner makes his demands as many as three and four years later. Do it now! (It's easier than you think.) Here's a helpful list of items that we may need in addition to the obvious W-2s and 1099s that should begin to dribble in during these next few weeks:



<u>Form 1099-B:</u> Taxpayers should review cost basis information provided by brokerage firms to ensure proper reporting of gains and losses attributable to sales of stock acquired through the exercise of stock options. **NOTE:** Brokerage firms do not adjust basis for income reported on a W-2, leaving taxpayers to manually adjust basis when filing the return.

<u>Form 1099-C:</u> If you receive this form from a lender after negotiating a debt cancellation, you'll have to report the amount of forgiven debt as taxable income unless the debt was discharged in a Title 11 bankruptcy proceeding or you were insolvent at the time the debt was cancelled. Excludible Qualified Principal Residence Indebtedness (QPRI) allows taxpayers to exclude up to \$750K of forgiven mortgage debt through 2025. **NOTE:** California (CA) does not conform.

<u>Form 1099-NEC:</u> Under new rules, most CA workers will be classified as "employees" rather than "independent contractors" and will, under state law, receive W-2s reporting wage income. Some workers, however, may continue to be treated as independent contractors for federal tax purposes and will, therefore, receive 1099s reporting *federal* non-employee compensation which must then be reconciled with *state* wage income. **TO DO:** Payers must issue Form 1099-NEC to independent contractors who earn more than \$600 during the calendar year. Form 1099-MISC may no longer be used to report non-employee compensation. Form 1099-NEC must be provided to payees and filed with the IRS on or before January 31st.

<u>Form 1099-K:</u> As it turns out, many gig companies issue Forms 1099-K rather than 1099-NEC because these companies claim to provide mere "transactional" services to their workers. 1099-Ks are used to report payments processed through a credit, debit or gift card and are required to be filed only if the worker earns more than \$20K in a series of more than 200 transactions. As a result, certain workers – such as Uber and Lyft drivers – may receive neither a 1099-K or 1099-NEC. Regardless, all gross earnings are reportable whether or not the taxpayer receives a reporting document! <u>Federal</u> and <u>state</u> tax authorities offer filing tips and tax strategies for workers and businesses affected by the sharing (or gig) economy. **UPDATE:** IRS has postponed implementation of the \$600 reporting threshold for third-party payment platforms (e.g., PayPal, Square, Stripe, Venmo, etc.) and plans to institute a \$5,000 phase-in threshold for tax year 2024.

Name, Image, Likeness (NIL) Income: Income from such sources as endorsements, social media advertising, public appearances and licensing arrangements paid to student athletes and others is taxable. NIL, unlikely to be reported on a W-2, may be reported on Forms 1099-NEC or 1099-K (or not at all). Regardless, each taxpayer is required to include such income when filing a return.



<u>Forms 1099-SA and 5498-SA:</u> California does not conform to the federal tax treatment of the Health Savings Account (HSA); as a result, state residents must include the annual investment income (loss) in their CA Adjusted Gross Income (AGI), increase the medical expense deduction for any qualified expenses paid by the HSA and reduce CA income by the amount of any taxable distributions received. **TO DO:** If the information is not provided on the information returns, clients will be asked to obtain the missing items from their employers.

Form 1098-T: Rule changes mandate that taxpayers wishing to claim education credits must provide a Tuition Statement. **TO DO:** Although some schools may send hard copies by mail, taxpayers may log onto the student's school account to pull down an online version.

<u>Settlement Statements</u>: Previously known as the HUD-1 Buyer's (Seller's) Closing Escrow Statement, this form has been replaced by the Loan Estimate and the Closing Disclosure. Presuming that you have purchased or sold real estate at any time in the prior year, you must provide complete copies of both forms to me so that I may properly account for your transaction.

<u>Form 1098:</u> The federal deduction for home mortgage interest is now limited to interest accrued on a maximum of \$750K acquisition debt. Older mortgages – unless refinanced after December 15, 2017 – have been grandfathered and remain eligible for the previous limitation of \$1 million. Interest on home equity debt and lines of credit (HELOC) is no longer deductible, unless the loan proceeds are used to improve the personal residence which secures the debt. **TO DO:** To ensure that you obtain the maximum tax benefit, please provide an accurate accounting of how the loan proceeds were used.

Schedule K-1: Taxpayers who receive a year-end tax reporting document from a partnership or S-corporation, should also receive Schedules K-2 and K-3, which are used to report the foreign activities of the entity or any of its partners and shareholders. These forms are required to be filed even if the entity did not engage in foreign activities and/or did not have any foreign partners or shareholders. **UPDATE:** The IRS has temporarily postpaned the K-2/K-2 filing requirement for cortain demonstrate partnerships for TY'22 if the



postponed the K-2/K-3 filing requirement for certain domestic partnerships for TY'22 if the entity sends specific notification to its partners by January 15<sup>th</sup> and no partners specifically request Schedule K-3 from the entity before February 15<sup>th</sup>.

<u>Charitable Contributions:</u> If you wish to claim a tax deduction, you must provide me with written letters of acknowledgement from each donee organization which include (1) the name and tax ID number of the receiving organization, (2) your name and address, (3) the date and amount of cash contributed or a description of any non-cash item(s) contributed, and (4) a statement that no goods or services were provided by the organization in return for your contribution or a description and good faith estimate of the value of goods or services that you received. As per IRS rules, this letter must be in hand before submitting your return. If you contributed non-cash items such as clothing or housewares, you must provide me with a copy of a written receipt, along with a description of items donated and an estimate of fair market value. Both Goodwill and Salvation Army offer valuation worksheets, accessible from links on my website in a section dedicated to "Charitable Giving." NOTE: Substantiation rules apply even to those taxpayers who do not itemize on Schedule A but still wish to claim the above-the-line deduction of up to \$300 (if single) or \$600 (if married).

<u>Mileage Log:</u> You may claim deductions for medical, charitable, and business miles *if* you can offer satisfactory substantiation. IRS rules require that you maintain a contemporaneous log detailing the date, the business purpose, and the beginning and ending odometer readings for each trip. Remember that your daily commute from your home to your permanent work location does not qualify for a business mileage deduction. You may use a hand-written log, a computerized spreadsheet or even a smartphone app.

Repairs: If you are a landlord or business owner and wish to deduct your outlays for repairs, improvements, materials, or supplies, you must provide me with a detailed list including date, cost and description of each item purchased or project undertaken so that I may determine if your outlay can be currently expensed or must be capitalized.



<u>Energy Efficient Home Improvement Credit:</u> Available to homeowners who install certain energy efficient items such as insulation, roofing, windows, and doors has been reinstated retroactively and is available for property installed in 2022 – 2032. **NOTE:** Beginning in 2025, taxpayers may only claim a credit for eligible property produced by a qualified manufacturer and must include the qualified product identification number on the tax return.

Foreign Pension Plans: As the world shrinks, more US taxpayers work abroad and often invest in foreign pension plans. In general, such retirement accounts are not deemed to be "qualified" and are therefore ineligible for the tax benefits granted to US-based accounts, such as IRAs and 401(k) plans. Additionally, they are subject to onerous reporting requirements applicable to passive foreign investment companies (PFICs), including foreign mutual funds, money market accounts, pension funds, partnerships, and other pooled investment vehicles such as REITs. The PFIC regime was designed to close a loophole that encouraged US taxpayers to shelter investments from taxation by heading offshore. Since failure to attach a completed Form 8621 to your tax return for each PFIC owned can lead to substantial penalties, you must let me know about your foreign investments. REMINDER: Foreign bank accounts may separately be subject to FBAR reporting and specified foreign assets may be reportable on Form 8938 under the FATCA regime.

<u>Unrelated Business Income (UBI):</u> Taxpayers who have used retirement account funds to purchase a limited partnership may be subject to additional reporting. While investment income earned inside an IRA account is generally not reportable until assets are distributed at retirement, UBI in excess of \$1,000/year is reportable and taxable. Failure to File Form 990-T may result in the disqualification of an otherwise qualified retirement plan, resulting in a deemed distribution of a lump-sum that is fully taxable. **TO DO:** Be sure to provide me with your K-1s for review.

<u>Cryptocurrency:</u> In its effort to encourage taxpayers to report previously undisclosed income, the IRS now includes a compliance question on Form 1040 that *all* taxpayers must answer. "Yes" is required if taxpayers have received, sold, exchanged, or otherwise disposed of a digital asset during the tax year. However, taxpayers may answer "no" if they have merely purchased virtual currency in exchange for fiat currency (e.g., US dollars). **NOTE:** Failure to report cryptocurrency transactions can lead to civil and criminal penalties. I, therefore, urge you to maintain accurate records that include the date the currency was purchased, mined, or received; the description, amount and value of units received, sold, or exchanged; along with the cost and purpose of the transaction. **UPDATE:** As per the Infrastructure Investment and Jobs Act, brokerage firms will be required to furnish Forms 1099-B to their account holders for TY 2024 beginning January 1, 2025.

Virtual currencies will be treated as property, which may result in income recognition if received in lieu of wages, or when coins are mined, sold, or exchanged. Barring revised guidance, these currencies are *not* treated as securities subject to the wash sale rule. **TIP:** The IRS has provided answers to <u>FAQs</u> on virtual currency transactions.

Nonfungible Tokens (NFTs): NFTs are digital property that can include a work of art, video or audio file, virtual real estate, amongst many other items. Like cryptocurrency transactions, NFTs rely on blockchain technology to identify and store the digital asset, as well as track its origin and history. However, NFTs are not themselves mediums of exchange and typically will not be paid in lieu of compensation or used to purchase retail goods. Nevertheless, NFTs are almost always sold in exchange for cryptocurrency. **NOTE:** If a taxpayer is in the trade or business of buying and selling NFTs, then the NFTs they purchase are classified as inventory, and the sales are classified as ordinary income reportable on Schedule C and subject to self-employment tax.

Nanny Tax: If you employ a domestic worker (e.g., nanny or senior caregiver), you are subject to quarterly and annual tax reporting requirements in addition to complex employment rules (e.g., minimum wage, overtime, vacation pay, sick leave, benefits, etc.). All employers – including household employers – are required to electronically submit employment tax returns, wage reports, and payroll tax deposits to CA's Employment Development Department (EDD).

<u>Estimated Tax Payments:</u> CA taxpayers may easily obtain a record of payments made to the FTB <u>online</u>. Obtaining comparable information from the IRS is a bit more difficult but not impossible: Either request a <u>Tax Account Transcript</u> which will arrive by mail in about 10 days, log on to your <u>IRS Account</u> to check the history of all previously-submitted online payments, or call the IRS at (800) 829-1040.

ID Theft: To prevent the filing of fraudulent tax returns, taxpayers may now register for an IP PIN with the IRS.

TO DO: Because the IRS will reject your return if it is e-filed with an incorrect or missing IP PIN, you must provide me with a copy of the IP PIN letter (CP-01A) that you received. If you misplaced the letter, you may go online or call the IRS at (800) 908-4490 to re-validate your identity.

## SUGGESTED DOCUMENTS (for when life happens) © Monica Haven 121623

Event or Issue	Information Required
Bankruptcy	<ul> <li>Date filed</li> <li>Court documents</li> </ul>
Birth or Adoption	<ul> <li>Social Security card</li> <li>Copy of adoption papers; date of adoption</li> <li>Adoption expenses &amp; dates incurred</li> <li>Special needs certification</li> </ul>
Charitable Contributions	<ul> <li>Date, amount &amp; type</li> <li>Letters of Acknowledgment from donee organization for gifts in excess of \$250</li> <li>Statement whether goods/services received in exchange</li> <li>Total miles driven for charitable purposes (mileage log)</li> <li>Statement from IRA if Qualified Charitable Distribution taken</li> </ul>
Child Care	Name, address, phone number and taxpayer ID of caregiver; amount paid
Death of Spouse or dependent	<ul> <li>Date of death</li> <li>Copy of will or trust</li> </ul>
Debt Forgiveness	<ul> <li>Form 1099-A if property abandoned</li> <li>Form 1099-C for cancelation of debt</li> <li>Date of foreclosure or short sale</li> </ul>
Education	<ul> <li>Form 1098-T; financial transcript from school</li> <li>Record of actual expenses incurred for tuition, fees, books &amp; supplies</li> <li>Form 1098-E reporting student loan interest</li> </ul>
Exchange Transactions	<ul> <li>Dates of transfer (old &amp; new) &amp; replacement property identification</li> <li>Description of properties exchanged (incl. basis &amp; FMV)</li> <li>Qualified intermediary sale agreement</li> </ul>
Foreign Assets	<ul> <li>Any foreign bank accounts or other assets?</li> <li>Did the aggregate value of all accounts exceed \$10K at any time during year?</li> <li>Did aggregate value of all financial assets exceed \$50K on last day of year or \$75K any time during year?</li> </ul>
Home Refinance	<ul> <li>Form 1098</li> <li>Closing escrow statement</li> <li>Detail of amount borrowed, term, &amp; use of loan proceeds</li> </ul>
IRS or State Communications	<ul> <li>Copies of all letters, assessments &amp; notices received</li> <li>Status of installments agreements</li> </ul>
Job-related Expenses	<ul> <li>Detail of meals, lodging &amp; miscellaneous expenses (account book, diary, log, receipts)</li> <li>Details of employer reimbursements under (non)accountable plan</li> <li>Verification that expenses are ordinary/necessary, directly related or associated with business</li> <li>Home Office – verification that it is used regularly/exclusively &amp; for the convenience of the employer</li> <li>Total miles driven for business purposes (mileage log)</li> </ul>

Legal Settlement	<ul><li>Purpose, date received</li><li>1099-MISC</li></ul>
Married, divorced or separated	<ul> <li>Marriage – prior year's returns of both spouses</li> <li>Divorce – copy of divorce decree; finalized date</li> <li>Separation – copy of Separate Maintenance Agreement</li> <li>Community Property – allocation of income &amp; assets</li> </ul>
Medical Expenses	<ul> <li>Health &amp; LT Care insurance premiums (verification of coverage required in 2014 &amp; beyond)</li> <li>Itemized expenses, incl. prescriptions, co-payments &amp; deductibles</li> <li>Amount of insurance reimbursements</li> <li>Name, address, phone number and taxpayer ID of caregiver</li> <li>Total miles driven for medical purposes</li> </ul>
New Job	<ul> <li>Name of new employer; new hire date</li> <li>W-2s from old &amp; new employers</li> </ul>
Prizes, Lottery & Gambling Winnings	<ul> <li>Forms 1099-MISC or W-2G</li> <li>Substantiated losses</li> </ul>
Purchase of stocks, bonds & other assets	<ul> <li>Stocks &amp; Bonds – trade confirmations</li> <li>Residence – closing seller's escrow statement</li> </ul>
Rental Property	<ul> <li>Purchase or Sales information [see above]</li> <li>Income &amp; expenses</li> <li>Improvements – dates &amp; cost of items placed in service during tax year; prior depreciation schedule</li> </ul>
Retirement Account Transactions	<ul> <li>Contribution – type of plan; amount contributed</li> <li>Distribution – Form 1099-R</li> </ul>
Sale of stocks, bonds & other investments	<ul> <li>Form 1099-B</li> <li>Cost basis information</li> <li>Residence – closing buyer's escrow statement</li> <li>Homebuyer Credit – information regarding recapture for 2008 - 2010</li> </ul>
Small Business	<ul> <li>Dates of formation and/or termination</li> <li>Partnership or LLC Agreement, Certificate of Incorporation, Corporate Charter (as applicable)</li> <li>Property contributions &amp; distributions</li> <li>Schedules K-1</li> </ul>
Social Security Benefits	• Form 1099-SSA
Taxes	<ul> <li>Prior-year state tax return</li> <li>Property tax bills</li> <li>Closing escrow statements</li> <li>DMV registration invoice</li> <li>Letters from tax authority regarding post-filing adjustments</li> </ul>
Unemployment	• Form 1099-G

#### **ENGAGEMENT AGREEMENT FOR TY 2023**

Acceptance by Client constitutes mutual understanding and agreement with all terms & engagement of Monica Haven (EA)

→ Work will not begin without signed Agreement on file – please initial on Page 1 & sign on Page 2 ←

Client Name(s):	stimate:
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#### Client Responsibilities

Supporting Data - Client may refer to Substantiating Documentation Required in Client Packet available on Home page

Client states that Client has the necessary documents and records to support the deductions claimed on the tax return and will provide all requested information in a timely manner. Client may use Personal Tax Organizer™ (or other format) to provide all information requested and answer all questions asked in a clear and legible format. Client is advised that the law imposes a penalty for substantial understatement of the tax liability and that tax authorities regularly question whether any cash or bartering transactions have transpired. Close scrutiny of expenditures, including but not limited to travel and entertainment expenses, business use of vehicle and cell phones, as well as charitable donations is common. EA must provide full disclosure to tax authorities should estimates or reconstructed data be entered on the return.

Foreign (& Cryptocurrency) Activities

Client is hereby advised that Client is responsible for reporting all foreign activities. By signing this Agreement, Client acknowledges Client's obligation to inform EA if Client has income from foreign sources, has signatory authority over foreign accounts, owns foreign financial assets, invests in foreign retirement plans or has made transactions in virtual currencies. NOTE: Penalty for failure to comply can be punitive.

**Appointments** 

Due to ongoing COVID safety precautions, in-person appointments and on-site drop-offs are unavailable. Tax data may be submitted by mail, fax or <u>secure upload</u>. To complete the tax preparation process, Client must return a signed Acceptance Agreement and pay all outstanding tax prep fees. Thereafter, EA will provide e-authorization forms which Client must sign and return so that EA can e-file on Client's behalf.

Client agrees to timely deliver requisite tax data and supporting documentation and will not hold EA responsible for delays due to Client's lack of cooperation during the tax preparation process. A surcharge of 5% may be assessed if Client provides data to EA more than 10 days after EA's initial request. EA may terminate contract without further notice if Client fails to provide requested data. NOTE: EA will give priority of service to clients who have timely provided data and otherwise cooperated with the tax preparation process.

Extensions (all dates 2024)

The filing deadline for individual returns is April 15<sup>th</sup> [entities may be subject to other deadlines]. If EA has not received Client's personal income tax data in full by *March* 15<sup>th</sup>, an extension request can be filed for a \$125 processing fee *if* Client provides authorization and a good faith estimate of the expected tax liability. Tax data for business entities, estates and trusts must be submitted 30 days prior to applicable filing deadline. EA will not provide ongoing reminders of filing deadlines or requests for information. NOTE: Since an extension merely extends the time for filing (not payment), penalties and interest for late payment may accrue for which the Client will be wholly responsible. Client must sign Form 8878 to authorize electronic funds withdrawal for any federal balance due [states may require separate forms].

**Additional Forms & Taxes** 

Client understands that Client may be subject to additional tax filing requirements, including but not limited to prior-year and amended returns, payroll tax, 1099 reporting, business tax, sales and use tax, as well as foreign account and tax reporting. If asked, EA will assist with the requisite forms, but Client remains responsible for establishing and meeting all of his reporting and payment obligations.

**Courtesy Notification** 

Client is under no obligation to engage EA from year to year. Nevertheless, EA hereby informs Client that Client may have annual tax filing obligations and must notify EA should Client wish to discontinue services or hire another practitioner.

Client Review

Client is wholly responsible for the accuracy of the return and will—after careful review—sign and deliver the completed return(s) to the proper taxing authorities or authorize EA to file electronically. NOTE: Client is responsible for all penalties and interest.

Client agrees to *promptly* notify and forward copies of any communications received from tax authorities to EA for review and advice. Client should keep all originals (including envelopes). If Client wishes to be represented by EA, additional forms, fees and expenses should be anticipated [see Representation Agreement]. In lieu of signing Form 743, Client hereby authorizes EA to have view-only access to all information available on FTB's website that is associated with Client's taxpayer ID (authorization remains in effect until revoked in writing).

Communications

The primary method of information exchange between Client and EA will be electronic. Client must regularly update e-address with EA. Communications sent to Client's last-known e-address are deemed to have been delivered, whether or not Client acknowledges receipt. However, to ensure effective communications, Client is asked to respond to each e-mail; if only to say, "Got it!" or "Thank you."

**Payment Terms** 

When data is submitted to EA, Client will prepay one-half of the applicable tax preparation fee (*minimum prepayment shall be \$750 in all cases*). The *balance is due upon delivery* − whether physical or virtual − of the completed return; whether or not Client chooses to file the return as prepared. Payment may be made via cash, check or PayPal<sup>™</sup>. Client will *forfeit all discounts* which may have been previously applied if balance is not paid in full within 10 days and a penalty will be assessed monthly based on an APR of 6% of the outstanding balance (*minimum penalty \$75*). No additional services will be provided by EA until the account has been brought current. Prepaid deposits are deemed non-refundable once the preparation process has begun. EA may take legal action to collect any outstanding fees and all costs incurred during the collection process will be added to Client's bill; additionally, Client's confidential tax information may be shared with third parties during the collection process. Bank fees for checks returned for non-payment will be billed to Client (*minimum fee \$60*). Client will pay a \$50 penalty for any appointment missed and not canceled with timely notification.

**Document Retention** 

EA's final work product will be retained for five years; thereafter, all documents will be destroyed by EA without further notice to Client. Physical deterioration or catastrophic events may shorten this term. Client understands and agrees that in the event a file is destroyed, EA will no longer have any records and will not have any responsibility to reconstruct the file. Client will assume all costs of shipping and storage should Client *timely* notify EA that the file should be forwarded to Client prior to destruction. EA does not retain any original documents as they are returned to Client at the completion of the tax preparation process. It is Client's responsibility to keep these materials for future use (e.g., possible examination by the tax authorities). A duplicate paper or electronic copy of a recent return prepared by EA is available for \$150. Client may request the retrieval of physical files or data older than the prior tax year for a minimum fee of \$350.

	Please initial Page 1 to acknowledge Client Responsibilities:	Client:	Spouse (RDP):
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#### Mission

Returns will be prepared based on information provided by Client. EA will not audit nor verify the data and may request additional material or clarification. EA will make every attempt to properly apply the law and legally minimize Client's tax liability. EA will exercise professional judgment and will, whenever possible and justifiable, attempt to resolve any issues involving the Code in favor of Client.

EA may not sign a return as a paid preparer if EA determines that the return contains a position that does not have a realistic possibility of being sustained on its merits unless the position is not frivolous and is adequately disclosed to the IRS as per IRC §6662. EA must inform Client of penalties likely to apply regarding the position advised, prepared, or reported and must advise Client of any opportunity to avoid such penalty by making adequate disclosure. EA may rely in good faith (without verification) upon all information furnished by Client; however, EA must make reasonable inquiries if the information appears to be incorrect, inconsistent, or incomplete.

Client is hereby given notice that all communications throughout the tax preparation process with EA are confidential, but *not privileged* and may be disclosed if a summons is issued. The working papers for this engagement are the property of EA and constitute confidential information. Any requests for access to these materials will be discussed with Client before making them available to other parties. Limited privilege may be available during the representation process under IRC §7525. Client may advise EA to assert this privilege in non-criminal tax matters involving the Internal Revenue Service or federal district courts. Client, however, should be aware that disclosure of information considered during the tax preparation process is not covered under privilege—only tax advice communications are covered. Client hereby agrees to reimburse EA for all costs, including legal fees, required to defend the privilege asserted or respond to a subpoena. *Client should immediately engage legal counsel if Client has any concerns regarding possible criminal matters*.

**Privacy** 

Confidentiality

EA does not disclose nonpublic personal information about current or former clients to anyone unless instructed to do so in writing by Client [see Disclosure Authorization]. EA will not perform a conflict check; Client remains solely responsible for identifying and disclosing actual or potential conflicts of interest to EA. If a joint return is filed, EA may provide returns and copies of supporting documentation to either spouse without consent from or notification to the other spouse [see Spousal Conflict Waiver]. EA restricts access to nonpublic personal information to those professionals who may assist in the preparation process or provide adjunct services. EA has instituted all reasonable measures, including physical, electronic, and procedural safeguards to protect Client's nonpublic personal information. Client assumes the risk of loss of confidentiality and/or tax documents during unencoded electronic transmission or mailing via USPS and third-party delivery services.

**Duties** 

EA will provide Client with a signed copy of the completed return. Client should retain this and all related materials safely for a minimum of five (5) years. EA will be *available year-round* to address any Client concerns and to provide tax-planning advice for an additional fee and only with Client's written consent, although EA will not be responsible for implementation of suggestions made [see TIGTA Consent Form].

EA's services are not intended to determine whether Client has filing requirements in taxing jurisdictions other than the one(s) Client has mentioned to EA; Client may purchase a nexus study under separate agreement for an additional fee. EA will not advise Client regarding the classification of workers as employees or independent contractors and urges Client to obtain competent legal advice regarding employment practice matters. EA has no duty to detect fraud or uncover Client's fraudulent activity. EA will not be responsible for mis-deliveries by the USPS or other private carriers. Client will be provided with tracking information and may personally make arrangements and cover the costs of re-delivery or replacement of lost tax returns. EA may terminate engagement for Client's lack of cooperation with the preparation process, for lack of payment or for other reasons with written notice to Client at any time. Client agrees to indemnify and hold EA harmless from all claims, including third party claims and other liabilities, costs and expenses incurred by reason of any action taken or omitted by using good faith arising out of this engagement, except for matters judicially determined to be caused by EA's gross negligence or bad faith.

**Duration of Engagement** 

Engagement will begin once Client has signed Agreement; however, in the event that Client does not return signed Agreement to EA but nonetheless verbally agrees (or otherwise indicates by such actions as submitting the tax organizer, providing tax data, or filing the prepared returns) that EA shall prepare returns on Client's behalf, all terms and conditions of this Agreement shall apply. Client's signature on federal and/or state e-file authorization form(s) shall be deemed acceptance by Client of all terms in Engagement Agreement. Engagement of EA's services will be deemed satisfied upon delivery of completed returns to Client who is solely responsible for filing all tax returns with the appropriate tax authorities. Additional services such as tax planning, communications with tax authorities, preparing prior-year unfiled returns, and many others may be provided under separate agreement between Client and EA.

**Dispute Resolution** 

Any dispute arising under this Agreement or relating to EA's services, including but not limited to disputes regarding fees, the scope of the engagement or professional malpractice, will be first submitted for non-binding mediation or alternative dispute resolution before litigation is filed. Litigation, if undertaken, shall be conducted in the County of Los Angeles, California according to California state law.

Fees for tax preparation will be based on the complexity of the return, expertise required, and time expended by EA and will increase annually to remain commensurate with the skill, knowledge, expertise, and continuing education required by regulatory authorities. Extraordinary expenses and additional services, incl. but not limited to tax file organization, data compilation, cost basis calculations, research, replacement of lost returns, postage (\$45 min. fee for UPS delivery), correspondence with taxing authorities, bookkeeping, tax consultation and audit representation, will be billed on an hourly basis (\$350/hour). Client may pay by cash, check or PayPal™. Client's returns will not be e-filed until EA's fees have been paid in full or alternate payment arrangements have been agreed upon. For an additional fee, Client may purchase a Service Contract, entitling Client to free year-round tax consultation in lieu of an hourly fee, at a cost of \$200/calendar year if paid at time of return preparation or \$250 if paid later. Client may—when appropriate—be automatically invoiced for Service Contract at EA's discretion. Client agrees to review all invoices upon receipt; absent any objection within 30 days, the invoice will be deemed correct, due and payable.

Discounts (all dates 2024)

Client, if eligible, may enjoy one of the following 15% discounts: Student, Senior, Out-Patient, or Multi-Return. Client may also be eligible for an additional Early-Bird Discount (10%) if COMPLETED data is delivered to EA by *February 16<sup>th</sup>*; whereas a surcharge of 5% will be assessed for data delivered after *March 15<sup>th</sup>* if filing April 15<sup>th</sup> or *September 13<sup>th</sup>*, *if* filing October 15<sup>th</sup> [entity data must be submitted 30 days prior to applicable filing deadline]. All discounts will be voided if Client has not paid EA's invoice in full within 10 days after initial billing.

Please sign & date Page 2 to confirm acceptance of this Agreement in its entirety [If married, both spouses must sign]:			
Client Signature:	Print Name:	Date:	
Spouse's (RDP's) Signature:	Print Name:	Date:	

#### TAXPAYER CONSENT TO USE TAX RETURN INFORMATION

**Federal law requires that this consent form be provided to you (Client).** Unless authorized by law, Monica Haven, E.A. (EA) cannot disclose Client's tax return information to third parties for purposes other than the preparation and filing of Client's tax return without Client's consent. If Client consents to the disclosure of tax return information, federal law may not protect Client's tax return information from further use or distribution.

Client is not required to sign this form to engage EA's tax return preparation services. Because EA's ability to disclose Client's tax return information to another tax return preparer affects the tax return preparation service(s) and the associated cost(s) that EA provides, EA may decline to provide Client with tax return preparation services or change the terms (including the cost) of the tax return preparation services that EA provides if Client does not sign this form. If Client agrees to the disclosure of tax return information, Client's consent is valid for the amount of time that Client specifies. If Client does not specify the duration of the consent, the consent is valid for one year from the date of signature.

This consent to disclose may result in Client's tax return information - including Client's Social Security Number (SSN) — to be disclosed to a tax return preparer located outside the United States (US). Both the tax return preparer in the US who will disclose Client's SSN and the tax return preparer located outside the US who will receive Client's SSN maintain adequate data protection safeguards as required under IRC § 7216 to protect Client's privacy and prevent unauthorized access to information. However, if Client consents to the disclosure of information, federal agencies may not be able to enforce US privacy laws against a tax return preparer located outside the US.

By signing below, Client also consents to use of any and all tax information contained in the Client's federal tax income tax returns and all supporting schedules for purposes other than mere preparation of the Client's tax return. Client agrees to allow EA to disclose Client's tax return information (including SSN) to another tax return preparer for purposes of providing assistance in the tax preparation process. Client further consents and agrees to allow EA to communicate information and recommendations to Client via e-mail, fax, mail, phone, and in-person. Such communications may include, but are not limited to:

- Newsletters, web-blasts, articles, seminar announcements and promotional materials published by EA.
- Tax Advice relating to events in Client's life such as college, marriage, divorce, business start-up, and retirement.
- Tax Planning including forecasting potential tax obligations and computing estimated tax payments.
- Retirement Tax Planning including Social Security benefits and distributions from retirement accounts.
- **Investment and Asset Advice** related to the considerations of buying, selling, and exchanging property including stocks, bonds, and real estate.
- Other Tax and Financial Advice.

If Client believes that tax return information has been disclosed or used improperly in a manner unauthorized by law or without Client's permission, Client may contact the Treasury Inspector General for Tax Administration (TIGTA) by telephone at (800) 366-4484 or e-mail at <a href="mailto:complaints@tigta.treas.gov">complaints@tigta.treas.gov</a>.

Duration of this consent:	(One year from date of signature if left blank)		Date:
Client Signature:		Print Name:	
Spouse's Signature: [If married, both spouses <i>must</i> si	ign]	Print Name:	

#### **OFFICE POLICIES & PROCEDURES**

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Request for Tax Data. While I have always insisted upon honesty and forthrightness, as well as accurate recordkeeping, I also ask that my requests for additional information and supporting documentation be met without delay and complaint. I am not trying to inconvenience you; instead, I am hoping to ensure that your return is prepared as correctly as possible. If requested materials are not provided, I will not claim the deduction on your return and if materials are not provided in a usable format, a surcharge may be assessed. However, a good excuse is always welcome, if only to offer a laugh: One client explained, "Due to a crazy intervention shoot where we were chasing a heroin addict around Pittsburgh, I wasn't able to get that FedEx to you." Please remember that my intent is to minimize the risk that your returns will audited but if they are examined, I want to improve the chances that all items reported will withstand scrutiny – I call that pre-audit protection.

**Data Submission.** I ask that you submit your data to me in a security-conscious manner. If you wish to use a secure server, you may head for the <u>Contact</u> page to access a link that allows for easy upload and encrypted transmission. If you would rather use e-mail to send documents and information, please be sure to password-protect your PDF attachments but don't do as my client who diligently attached a protected document to the *same* e-mail in which he provided the password to open the attachment! Of course, mail and fax work as well. Due to ongoing COVID safety precautions, in-person appointments and office drop-offs will not be accepted. NOTE: For your protection, I will transmit all sensitive information to you via a secure HTTPS server that stores files with high-grade encryption. You will receive an e-mail message providing you with a unique link from which you may retrieve the file that I have uploaded for you. On occasion, I may instead send you a password-protected PDF. For added security during electronic transmission, I will redact critical information such as taxpayer ID and bank routing numbers. If this is not satisfactory or you are unable to open and download an electronic item, you will have to make arrangements for physical delivery.

Rates. Due to ever-greater regulatory demands, additional diligence mandated by IRC §6694, increased recordkeeping requirements, lack of state conformity, AMT complexities, and rising overhead costs, my fees will increase incrementally each year. In some instances, clients may also be subject to a fee bump to help bring my fees in line with competitors of equal experience and expertise. Please note that I do not compete with those who offer low-cost returns; indeed, I am often called upon to "fix" the work prepared by such bargain practitioners. Incidental charges for UPS delivery and expedited servicing will be assessed. I continue to offer introductory discounts to new clients, as well as senior, student, and preferred customer rates to existing clients and a 15% out-patient discount to clients who complete the tax preparation process by mail or e-mail. Free estimates are always available.

The tortoise and the hare... To discourage procrastination, I offer a 10% discount in addition to all other applicable discounts if I have received your tax data in FULL by *February 17<sup>th</sup>*. But if data that would otherwise be available is delivered to me after *March 17<sup>th</sup>* you may be subject to a 5% surcharge. [All dates are in 2023.] A further surcharge may be assessed if data is provided to me more than 10 days after my initial request. NOTE: I will give priority of service to clients who have timely provided data and otherwise cooperated with the tax preparation process.

**Delivery.** I will make every effort to have your completed tax packet delivered to you expeditiously as I did when I attempted to flag down a UPS delivery truck stopped at a light. I hastily parked, grabbed my packets, ran across several lanes of traffic, and asked the driver if he would take my shipments. He apologetically declined and explained that he would lose his job if he took the packets while standing in traffic. I understood, thanked him, ran off and decided to grab a bite to eat at the nearby fast-food joint. While ordering, the UPS driver came up behind me and said, "Now I can take those packets." I was floored; it seems he had parked and specifically come looking for me! But because I cannot always rely on the diligence and dedication of others, I cannot be held responsible for delays or mis-deliveries by the USPS or other private carriers. Upon request, I will provide you with tracking information so that you may make arrangements and cover the costs of re-delivery or replacement of lost tax returns. NOTE: You assume the risk of loss of confidentiality and/or tax documents during unencoded electronic transmission or mailing via USPS and third-party delivery services.

Fees for Services. I shall collect ½ of my fees when gathering your tax data and the balance upon delivery of the completed return – the minimum ore-payment in all cases shall be \$500 in all cases. Payments for my services are due in full upon completion of the work, whether or not you file the return as prepared. You may be asked to submit your payment via cashier's check within 10 days prior to the applicable filing deadline or if your invoice for tax preparation fees remains unpaid for more than 10 days. I ask that you make my invoice your first priority. I will gladly work out a payment plan for anyone with a cash-flow problem, but those who do not pay or communicate with me, should expect to forfeit any previously applied discounts, and pay a penalty based on an annual rate of 6% of the outstanding balance plus applicable collection fees. No additional services will be provided until the amount due is paid in full. Note that your confidential data may be given to 3<sup>rd</sup> parties in the event that I am forced to engage a collection agent for non-payment of my fees.

Payments. All payments may be made via cash, check or online by accessing the Payments page on my website (<u>www.mhaven.net</u>) which links to PayPal™. Simply click the "Payment" button at the very top, right-hand corner of any page on the website to make an advance payment, purchase my Service Contract, or pay your balance due.

**Service Contract.** The Service Contract—\$200 if bought at the time of tax preparation or \$250 if purchased later—entitles purchasers to unlimited hours of free consultation in lieu of my customary hourly rate (\$300) on such topics as withholding allowances, estimated tax computations, job changes, out-of-state moves, new home purchases, refinancing, divorce and adoption, college savings, retirement plans, business start-up, amongst many other issues.

**Automatic Extensions.** Tax data and documentation must be submitted to me in a timely manner. If requested information remains outstanding on or after *March 17th*, I can for a \$100 processing fee request an extension with your authorization *if* you provide a good faith estimate of the expected tax liability—the extended deadline for individual returns will then be *October 16th* but you should note that extensions *merely extend the time for filing, not payment*—interest and penalties, if applicable, will continue to accrue and be charged by the tax authorities. If you wish to pay any balance due via electronic funds withdrawal with the extension request, you must sign and submit Form 8878 to me; other forms may be required to authorize state tax authorities to automatically withdraw funds. A charge of \$100 will be added to your invoice for processing the extension on your behalf. I ask that you contact me in a timely manner if you do not want me to file an extension and ask that you do your utmost to complete the tax preparation process efficiently and expeditiously. If I have not received your completed tax data by *September 15th*, a 5% surcharge will be assessed in addition to all applicable fees. S-Corp and partnership returns are due *March 17th*. Therefore, the submission deadline for complete business tax data is *February 17th*. Anticipated turn-around time for most returns once I have received all data is generally 14 – 21 days but may be longer later in the season. NOTE: While California extensions are deemed to be automatic, taxpayers seeking to avail themselves of certain elections *must* file a federal extension to ensure that a valid extension is on record. [All dates are in 2023.]

Courtesy. I ask that we treat each other civilly and professionally. I am not responsible for the contents or consequences of the Tax Code. I will help you comply with the law, report your income and expenses most favorably, and reduce your tax liability as much as legally allowable. If you are still dissatisfied, please complain to your congressman since I do not deserve your misdirected anger. I understand that everyone suffers periods of anxiety and distress, but it is (unlike one client irrationally presumed) not my job to assume your stress. I reserve the right to refuse service to those who treat me with disrespect. And as the son of a client recently replied on a homework assignment, "For a day to be my best ever, it would need to be filled with gratitude to those who have made a difference to me, no matter how insignificant." Taking a cue from Brandon, I hereby wish to say thanks to my clients, to my friends, and to you!

Timeliness. I expect you to devote yourself to all tasks required to complete the tax preparation process in a timely fashion and that you make government-mandated deadlines your priority. I take these deadlines seriously and always do my utmost to help you to comply with your obligations, even if that means foregoing personal obligations and sleep. You can imagine my reaction to an e-mail from a client with misplaced priorities when near midnight on the filing date she wrote, "What a long day! After work, we went to the Dodger game." (No mention was made of the e-file authorization form I was waiting for.)

**Patience.** As much as I wish I could treat you as though you were my only client, (un)fortunately you are not. Please bear with me as this gracious client did: "My life is quite complicated, and I'll need your help on several fronts. My employer is bankrupt, so I'll soon be out of work and without health insurance. Dad has dementia. Mom is moving into a senior facility. Then there's the homicide investigation (a patient) and the pedophilia trial (a close friend). It's all fascinating stuff, really, but... all of it can wait."

Individualized Advice. Every taxpayer's situation is unique and not always comparable to that of friends and relatives. Therefore, you should not assume that the advice of others, however sound or well-intentioned, will necessarily apply to you. I invite you to discuss your case with me individually. My office hours are Monday to Friday, 9AM – 5PM. Please note that in a recent Tax Court decision, a taxpayer was held liable for ignoring his long-term tax preparer's advice and seeking more favorable advice elsewhere (*Wadsworth, TC Memo 2008-171*). With a Masters in Tax Law, I am recognized nationally for my expertise and asked each year to teach fellow tax professionals. I don't know everything, but I know a lot and will always give you the best advice that I can. One prospect who chose not to engage my services bragged that it was easy to create his own tax preparation program each year because "the laws don't change that much each year". He's wrong – the laws do change, and I work hard to stay abreast so that you may pay the least amount of tax legally possible.

Practice Standards. As a paid preparer, I cannot sign your return if I determine that the return contains a position that does not have a realistic possibility of being sustained on its merits, unless the position is not frivolous and is adequately disclosed to the tax authority as per IRC §6662. I will inform you of the penalties which will likely apply with respect to the position advised, prepared, or reported and will advise you of any opportunity to avoid such penalty by making adequate disclosure. I may rely in good faith and without verification upon all information furnished by you; however, I must make reasonable inquiries if the information appears to be incorrect, inconsistent, or incomplete.

**Tax Notices.** I ask that you promptly forward any communications received from the tax authorities to me by mail or fax so that I may maintain a complete file on your behalf and offer proper advice as quickly as possible. Please make sure to keep the original documents for your own files. No advice will be provided without seeing the letter in question: Last year, a client called to tell me that he had received a letter from the IRS. When I asked what it said, he told me that he had not opened it and instead suggested I should just tell him what it said. How could I?! Please note that the IRS *never* sends correspondence by e-mail; you may be sure that any such communication is a scam and should forward all suspicious e-mails to <a href="mailto:phishing@irs.gov">phishing@irs.gov</a>.

**Communications.** My primary method of information exchange with you will be electronic. Therefore, you must regularly update your e-address with me. Communications sent to your last-known e-address are deemed to have been delivered, whether or not you acknowledge receipt. However, to ensure effective communications, I ask that you respond to each e-mail; if only to say, "Got it!" or "Thank you."

**Privacy.** The Gramm-Leach-Billey Act prohibits disclosure of nonpublic personal information about current or former clients to anyone, unless specifically authorized by the client in writing. As a result, no disclosures will be given to mortgage brokers and other lenders who, by law, must perform their own due diligence; nor will information be disclosed to third parties (e.g., attorneys, brokers, financial planners, insurance agents, etc.) without your *written* approval [see Disclosure Authorization]. Access to this information is restricted to those professionals who may assist me in the preparation of your return or provide tax advisory and bookkeeping services. I maintain stringent physical, electronic, and procedural safeguards to protect your records but cannot ensure against loss of confidentiality and/or tax documents during electronic transmission or mailing.

**Confidentiality.** Communications during the tax preparation process are confidential, (not privileged) and may be disclosed if a summons is issued. Limited privilege is available during the representation process under IRC §7525—you may ask that I assert the privilege in non-criminal tax matters involving the IRS or federal district courts but must reimburse me for ensuing costs, as well as costs for mandated responses to a legal subpoena. If you are concerned about criminal matters, please engage legal counsel immediately.

**Document Retention.** My final work product will be retained for five years; thereafter, all documents will be destroyed without further notice. Physical deterioration or catastrophic events may shorten this term. I do not retain any original documents as they are returned to you at the completion of the tax preparation process. It is your responsibility to keep these materials for future use, including possible examination by the tax authorities. You may request duplicate hard or electronic copies of any return I have prepared for a \$50 fee, and the retrieval of physical files or data older than one year for a fee of \$150.

**Referrals.** I offer many services in addition to tax preparation and consulting, including retirement and estate planning; §529 plan consultations; trustee and executor services; small business consulting and payroll services; client seminars for social, charitable, or business groups; and fluency in German. All of your referrals are always welcome and *much* appreciated; not just those who are "charming and personable" as judged by the client who apologized for sending someone with a "lackluster countenance and ungainly appearance."

**Humor.** Your creativity and humor are appreciated, but you can understand my concern when one client told me that he "just made up the numbers." I will continue to err on the side of caution and provide you with sound advice. However, I will neither engage in "creative" reporting (as did the taxpayer who claimed his dog as a landscaping subcontractor), nor allow you to claim unsubstantiated expenditures (such as toilet paper for your home office). And unlike one of my competitors who shares an office with his wife (a psychic) leaving me to wonder who's preparing the returns, I promise you that I work alone (and stick to hard facts)!

My Pledge. I offer personalized service and professional expertise, supported by an extensive tax library, a network of experienced contacts, and countless hours of continuing education. If you leave detailed messages by voice- or e-mail, I will get back to you promptly. Occasionally technology fails and so I ask that you follow-up with another message if you do not hear from me within 24 hours. Conversely, I ask that you acknowledge my communications, if only to assure me that my words of wisdom or pleas for attention have not been lost in cyberspace, ended up in the trash, or fallen upon deaf ears. And if I mark a communication as "urgent," please assume that I meant it. Do not call me (as one fearful client did) to ask "What did I do? Why do you hate me?" I don't hate you; I merely want to share time-sensitive information with you.