

TRI Tax Resolution Institute

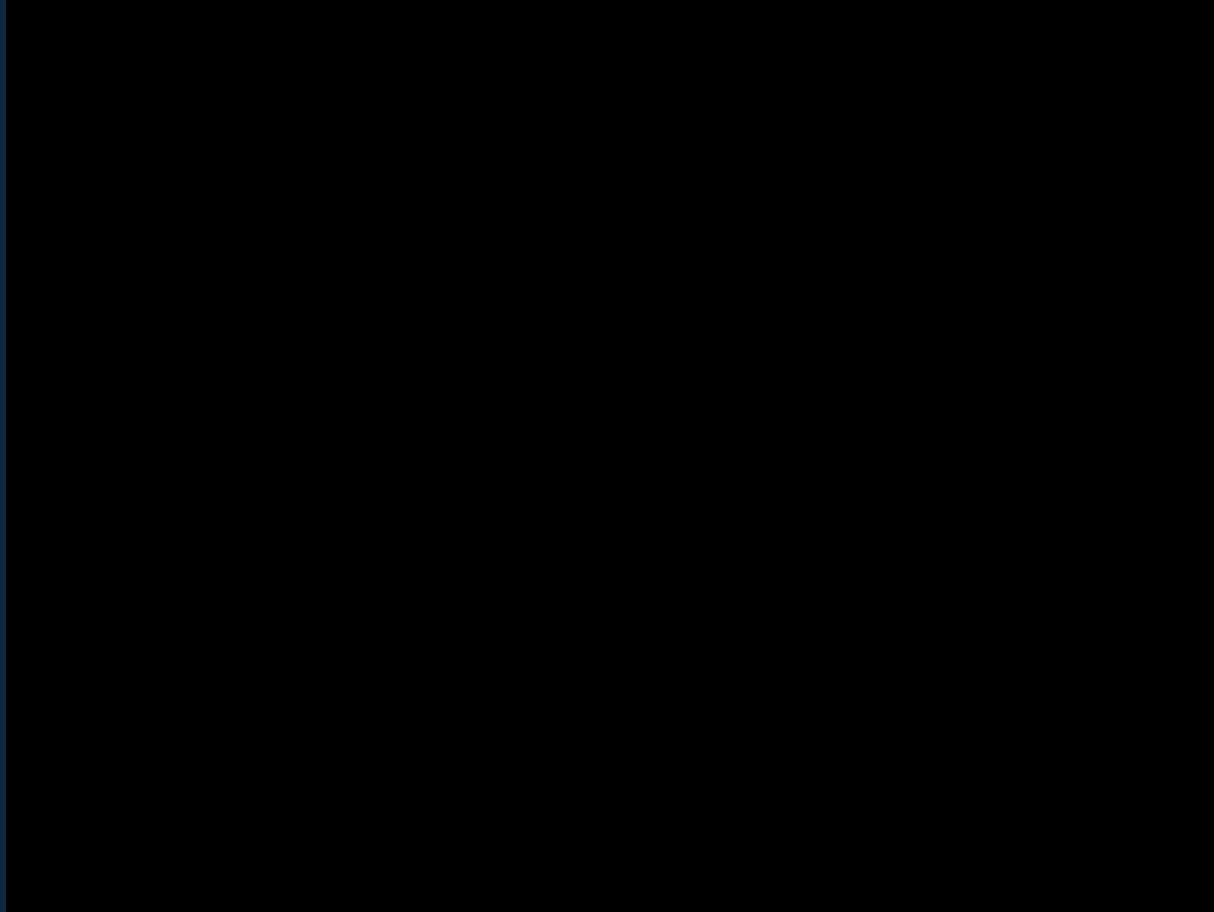
...where your tax debt is your power!

Tax Cuts & Jobs Act: What You Need to Know

Presented by:

Peter Y. Stephan, CPA

Crossing the River . . .



Meet our speaker



Peter Y. Stephan, CPA

What will be covered today

History of Federal Income Tax

2018 Tax Brackets & Rates

2018 Personal Exemptions

Eliminated Deductions

2018 Standard Deduction

Medical Expenses

Alimony

State and Local Tax Deduction (SALT)

Mortgage Interest

Second Homes

Charitable Contributions

Casualty Losses

Miscellaneous Itemized Deductions

Capital Gains

Alternative Minimum Tax (AMT)

Retirement Plans

Pass-through entities

Qualified Business Income

Rental Real Estate

Business Income

Partners and Partnerships

S Corporations

Trusts, Estates, Dividends

Business Losses

What do you do if you can't pay your taxes?

History of Federal Income Tax

- First imposed in the 19th century to fund Civil War efforts (3% of income or \$600...rescinded in 1872)
- Legality of income tax was questioned until passing of 16th amendment in 1913
- Income tax rates in 1913 were 1% on income over \$3,000 7% for income over \$500,000 (\$12,122,000 in 2016 dollars)
- To finance WWI in 1918, the highest marginal tax rate increased to 77% for income over \$1MM (\$17,264,599 in 2016 dollars)

History of Federal Income Tax (continued)

- In 1932 the highest marginal rate increased to 63% and continued upward ultimately reaching 94% (on income over \$200,000)
- Required withholding and quarterly payments began in 1945
- The highest marginal rate hovered around 90% until 1964 at which time the rate was lowered to 70%
- The marginal rate maximum was lowered again to 50% in 1982 and 28% in 1988
- Since 1988 the marginal rate maximum has slowly increased to 39.6%

Historical Tax Rates

Maximum Tax Rates by Time Period (MFJ)

<u>Tax Year/s</u>	<u>Maximum Tax Rate</u>	<u>Income Threshold*</u>	
1944 - 1945	94.0%	over	200,000
1953	92.0%	over	400,000
1954 - 1963	91.0%	over	400,000
1964	77.0%	over	400,000
1965 - 1981	70.0%	over	215,400
1982 - 1986	50.0%	over	175,250
1987	38.5%	over	90,000
1988 - 1990	28.0%	over	32,450
1991 - 1992	31.0%	over	86,500
1993 -2000	39.6%	over	288,350
2001	39.1%	over	297,350
2002	38.6%	over	307,050
2003 - 2012	35.0%	over	311,950
2013 - 2017	39.6%	over	450,000

* threshold amounts shown are for latest year in the span

2018 Tax Brackets & Rates

Rate	MFJ	MFS	Single	HOH
10%	\$0 – 19,050	\$0-\$9,525	\$0-\$9,525	\$0-\$13,600
12%	\$19,050 - \$77,400	\$9,526-\$38,700	\$9,526-\$38,700	\$13,601- \$51,800
22%	\$77,401-\$165,000	\$38,701- \$82,500	\$38,701-\$82,500	\$51,801-\$82,500
24%	\$165,001-\$315,000	\$82,501- \$157,500	\$82,501- \$157,500	\$82,501-\$157,500
32%	\$315,001-\$400,000	\$157,501-\$200,000	\$157,501-\$200,000	\$157,501-\$200,000
35%	\$400,001-\$600,000	\$200,001-\$300,000	\$200,001-\$500,000	\$200,001-\$500,000
37%	\$600,001 and over	\$300,001 and over	\$500,001 and over	\$500,001 and over

2018 Personal Exemptions - GONE

Tax Cuts and Jobs Act	Previous Law
\$0	\$4,150

Deductions that went away

- Moving Expense Deduction has been eliminated as well as the Exclusion from Income for qualified moving expense reimbursements provided by an Employer
- Alimony is no longer deductible by the payor spouse nor is it included in the recipient spouse's gross income for any divorce or separation instrument executed after December 31, 2018.
- **Student Loans – New Cancellation of Debt exclusion** The deduction for student loan interest remains. A student loan discharged on account of death or total disability of the student is excluded from gross income, but only if the discharge of indebtedness occurs prior to January 1, 2026.

2018 Standard Deduction - Increased

Filing type	Tax Cuts and Jobs Act	Previous law
MFJ (and surviving spouse)	\$24,000	\$13,000
Head of household	\$18,000	\$9,550
Single (and MFS)	\$12,000	\$6,350

Medical Expenses

- Medical Expense Deduction reduced to 7.5% of AGI for 2017 and 2018 for all taxpayers.
- Returns to 10% of AGI after 2018.

Deduction for State and Local Taxes (SALT)

- Itemized Deduction up to \$10,000 (\$5K for MFS) for the aggregate of state and local income taxes and property taxes.
- SALT and property taxes paid while engaged in a trade or business, a rental activity, or an activity described in Internal Revenue Code §212 remain fully deductible.
- Taxpayers retain the ability to choose between state income taxes and sales taxes.
- The \$10,000 limitation for individuals also applies to estates and trusts.

Mortgage Interest

- From Jan 1, 2018 – Dec 31, 2025 no more than \$750,000 (\$375,000 for MFS) can be treated as acquisition indebtedness.
- If the acquisition indebtedness was incurred before Dec 15, 2017, the \$1 million limitation (\$500K for MFS) is grandfathered in, along with any refinancing of grandfathered debt.
- Once the law expires on Dec 31, 2025, all mortgage debt (including debt acquired after Dec 15, 2017) will be subject to the \$1 million limitation.
- Interest from all Home Equity Indebtedness is Non-Deductible from Jan 1, 2018 to Dec 31, 2025.

Second Homes

- No change on Second Homes except the lower overall cap (\$750K from \$1 Million)

Charitable Contributions

- AGI Limit has been increased to 60% from 50% for charitable contributions to 50% Charities.

Casualty Losses

- Casualty losses are no longer deductible unless it is a “Presidentially-Declared Disaster”.
- Any allowable casualty loss deductions are still deductible as itemized deductions and subject to the \$100 per casualty and 10% of AGI limitations.

Miscellaneous Itemized Deductions

- All miscellaneous itemized deductions subject to the 2% floor are repealed.
- This includes:
 - Tax preparation fees (unless they can be allocated to Schedules C, E, or F).
 - Unreimbursed employee business expenses.
 - Union dues and uniforms.
 - Investment advisor fees and/ or asset management fees.

Capital Gains – No Substantial Change

Individual Long-Term Capital Gains Rates		
Rate	Tax bracket (for 2017)	Income level breakpoint (for 2018)
0%	10% and 15%	Single: \$38,600 MFS: \$38,600 MFJ: \$77,200 HOH: \$51,700
15%	25%-35%	Single: \$425,800 MFS: \$239,500 MFJ: \$479,000 HOH: \$452,400
20%	39.6%	No breakpoint

Alternative Minimum Tax

2018 AMT Exemption Amounts		
Filing Status	Tax Cuts and Jobs Act	Previous Law
Single, HOH	\$70,300	\$55,400
MFJ, surviving spouse	\$109,400	\$86,200
MFS	\$54,700	\$43,100

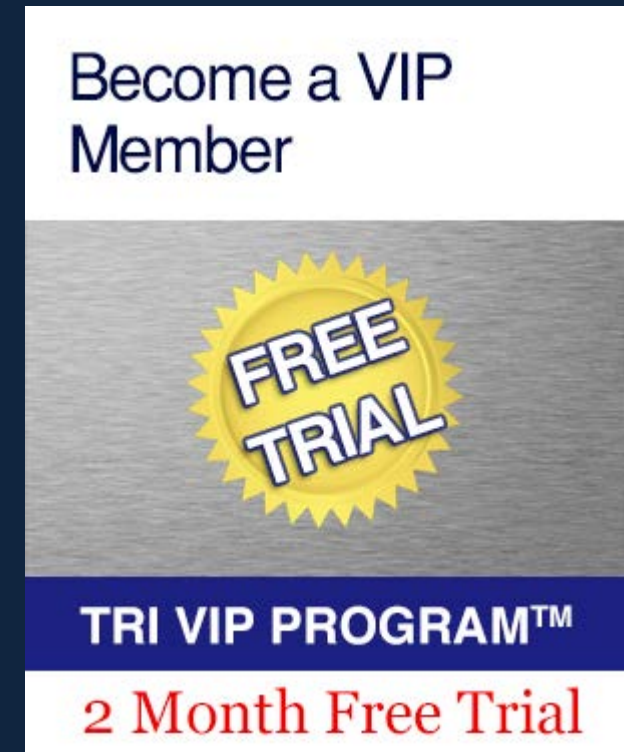
Beginning of 2018 AMT Exemption Phase-out Ranges		
Filing Status	Tax Cuts and Jobs Act	Previous Law
Single, HOH	\$500,000	\$123,100
MFJ, surviving spouse	\$1,000,000	\$164,100
MFS	\$500,000	\$82,050

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Retirement Plan Changes

- **No longer able to re-characterize Roth IRA contributions** as traditional IRA contributions to unwind a Roth Conversion.
- Allows employees whose retirement plan terminates or who separate from employment while they have outstanding plan loans to contribute the loan balance to an IRA by the due date for filing their tax return, including extensions, for that year in order to avoid the loan being taxed as a distribution.

Other Provisions

- Net Operating Loss Carrybacks have been largely repealed, and Net Operating Loss carryovers are limited to 80% of the taxpayer's taxable income for the year of the claimed deduction (starting in 2018), but carryovers are allowed indefinitely.
- Cost of Living Adjustments are now made under Chained CPI
- Distributions from §529 accounts are allowed in connection with K-12 Education, up to \$10,000.
- New due diligence requirements for HoH filing status, including \$500 penalty for failure to perform due diligence.

Deduction for “Pass-through” Entities

IRC §199A deduction

- Qualified businesses may deduct up to 20% of business income for 2018.
- Qualified business income excludes W-2 income and partner guaranteed payments.
- Deduction applies to:
 - Sole proprietors
 - Partnerships (via K-1)
 - S corporations (via K-1)
 - Trusts and estates
- No deductions for C-Corps (or LLCs taxed as a C-Corps).

Peter's Message

I'm sure that moving through this material quickly will end up raising a lot of questions that we will not have time to answer in the limited time we have together today. In fact, we may run over a few minutes.

I hope this doesn't frustrate to you. After all, knowing enough to ask more meaningful questions is not a bad definition of what "education" is really all about.

Where it will be deducted?

- The deduction is NOT taken when computing AGI.
- The deduction is allowed for both itemizers and non-itemizers.
- The deduction applies for Income Tax purposes only
- The deduction is taken after either the standard deduction or an itemized deduction.

Adjusted Gross Income
Less: Standard Deduction or Itemized Deductions
Taxable Income before IRC §199A deduction
Less: IRC §199A deduction
Taxable Income

IRC §199A Deduction Limitations

- The deduction is limited to 20% of the lesser of Net Qualified business income and taxable income before the deduction

Taxable Income Limitations

	Jane	Sam
Net qualifying business Income (NBI)	\$100,000	\$100,000
Taxable Income before IRC §199A	\$140,000	\$70,000
Taxable income (TI)	\$140,000	\$70,000
Lesser of (NBI) or (TI)	\$100,000	\$70,000
IRC §199A deduction (20% of above)	\$20,000	\$14,000

IRC §199A Deduction Limitations

Taxable income must exclude capital gains

- If qualified business has capital gains, they are subtracted from taxable income prior to calculating 199A deduction

Taxable Income Limitations (with and without capital gains)

	Sam	Jack
Net qualifying business Income (NBI)	\$100,000	\$100,000
Taxable Income before IRC §199A	\$120,000	\$120,000
Capital gains	\$0	\$30,000
Taxable income less capital gains (TINCG)	\$120,000	\$90,000
Lesser of (NBI) or (TINCG)	\$100,000	\$90,000
IRC §199A deduction (20% of above)	\$20,000	\$18,000

Phase-out Ranges

- The **phase-out affects "specified" service business** differently than **other businesses**.
- Although the effect of the phase-out is different, the phase-out ranges for all qualified taxpayers is the same.
 - **Married filing joint: \$315,000-\$415,000; and**
 - All other filing statuses: \$157,500-\$207,500.

Phase-outs for “specified” service business

- The new tax law phases out the 199A deduction for most service based businesses.
- Service businesses (defined later) with income above the upper range, lose the entire deduction.
- Service businesses within the phase-out range, with receive a partial deduction.

Service Businesses

- Defined under IRC §199A(d)(2)
- A "specified service trade or business" is any **business that performs services**
- **Engineers and architects are exempted from this category.**
- **Examples of service-based businesses:**
 - **Investment activity and management professionals**
 - **Doctors, nurses, and dentists**
 - **Attorneys**
 - **Accountants (including tax preparers)**
 - **And many more including performing artists, consultants; and athletics professionals.**

Service Businesses Continued

In case you are unsure about a which trade or business is “specified” ...

The “Services” category includes “any trade or business where the principal asset of such trade or business is the reputation or skill of one or more of its employees.”

This is a pretty far-reaching definition

Example of Phase-outs for service business

	Brad	Barbara	Bill
Net qualifying business income (NBI)	\$100,000	200,000	100,000
Taxable income before IRC §199A (TI)	\$90,000	\$220,000	\$167,500
Lesser of (NBI) or (TI)	\$90,000	\$200,000	\$100,000
IRC §199A deduction before phase-out	\$18,000	\$40,000	\$20,000
Phase-out	\$0	\$40,000	\$4,000
IRC §199A deduction	\$18,000	\$0	\$16,000

Note the following:

- Brad, Barbara, and Bill all operate tax practices as sole proprietors (with varying degrees of success). All are single. None have any capital gains.
- Brad is allowed the full deduction because his taxable income before the deduction is below the lower threshold of the phase-out range;
- Barbara's deduction is fully phased out because her taxable income before the deduction is over the upper end of the phase-out range; and
- Bill's deduction is partially phased out. His taxable income is \$10,000 over the initial range (\$167,500- \$157,500). The total phase-out range is \$50,000 (\$157,000-\$207,500). Therefore, his phase-out is 20% of his initial deduction (\$10,000 + \$50,000). His phase-out is \$4,000 (20% x \$20,000).

Phase-outs for all other businesses

- If a non service business exceeds the top phase-out level for business income they may retain all are part of the deduction subject to other limitations.
- To illustrate, if taxpayer's income exceeds the phase-out thresholds, the deduction amount is determined using employee wages paid by the business as well as the basis (unadjusted) of depreciable property held by the business.
- In the illustration, the deduction is limited to the GREATER of:
 - 50% of the W-2 wages paid by the business; or
 - The sum of:
 - 25% of the W-2 wages paid by the business; plus
 - 2.5% of the unadjusted basis immediately after acquisition of depreciable property

Example of phase-outs for non-service businesses

	Jack	Linda	Angela
Net qualifying business income (NBI)	400,000	400,000	400,000
Taxable income before IRC §199A (TI)	400,000	400,000	400,000
Lesser of (NBI) or (TI)	400,000	400,000	400,000
IRC §199A deduction (20% of above)	80,000	80,000	80,000
W-2 wages paid	0	300,000	100,000
Unadjusted basis of depreciable assets	1,000,000	0	400,000
50% of W-2	0	150,000	50,000
25% of W-2 + 2.5% of assets	25,000	75,000	35,000
Allowable deduction	25,000	80,000	50,000

Jack, Linda, and Angela are all in the business of producing clothing. All are single. None have any capital gains. They all operate as sole proprietorships.

- Jack has depreciable property but has no employees.
- Linda has employees but rents her building and all of her equipment.
- Angela has employees and depreciable property.

What counts as “Qualified Business Income”

- Qualified Business Income is comprised of “the net amount of qualified items of income, gain, deduction, and loss with respect to any qualified trade or business of the taxpayer.”
- Income must originate from the United States and US territories including W-2 wages and depreciable property
- Qualified business income excludes dividends, capital gains and interest income.
- Gains on the disposition of assets is considered qualified business income and is treated as ordinary income (IRC §1231 gains).

Does rental real estate count as qualified business income?

- Rental income from real estate shown on Schedule 'E' **DOES COUNT** as qualified business income.
- Multiple rental properties
 - Although not specified in the new tax law, it seems likely that owners of multiple rental properties will want to treat the rental properties as a single trade or business, even if they have not made the single activity election.
 - It remains to be seen how the IRS will treat rental income from other sources (i.e. pass-through entities via K-1's) with rental properties owned directly by the taxpayer.

Multiple Rental Properties Example

Jeffery owns 3 single-family homes that are currently rented. He is single and his taxable income for the year is \$100,000. For 2018, his net rental income (loss) is:

Property 1:	20,000
Property 2:	10,000
Property 3:	<u>(5,000)</u>
Combined income/(loss):	25,000

Without considering outside limitations, Jeffery's deduction would be \$5,000 (20% x \$25,000).

Suspended Passive Losses

If a rental real estate owner generates suspended passive losses that are released in the current year, they will reduce the amount of qualified business income from the rentals.

Multiple rental properties (example 2)

- Using the fact provided in the previous example, if Jeffery also has \$10,000 of suspended passive losses that will be carried over from 2017, his net income from the properties is reduced to \$15,000 and his deduction would be \$3,000 ($20\% \times \$15,000$) instead of \$5,000.

Property Sales

- If a taxpayer sells rental real estate, gains to the extent of IRC §1250 recapture would be considered qualified business income.
- Gain treated as capital gains; however, would not be qualified business income.

Business income from flow-through entities

- The deduction for owners with interests in flow-through entities will be determined at the individual level using information reported on Schedule K-1.
- This means that K-1's must now show an allocation of employee wages paid by the entity attributable by the "owner" as well as their portion of income/loss.
- The same holds true for their allocable portion of the unadjusted basis of qualifying depreciable property.
- Read....lots of new work for accountants AND taxpayers!

Partners and partnerships

A partner's guaranteed payment from a partnership or other pass-through entity is NOT considered qualified business income to the partner.

Moreover, it reduces qualified business income. **IMPORTANT**

Example of guaranteed payments

- Bob and Stu are each 50% partners in their business. The income for each is lower than the taxable lower income phase-out threshold.
- Each receives a guaranteed payment for \$50,000. In addition, each is allocated \$30,000 as their share of the partnership's ordinary income.
- Each partner will receive a deduction in the amount of \$6,000 (20% x \$30,000).
- Note that had they not received any guaranteed payments, they each would have been allocated \$80,000 in income, and qualified for a \$16,000 199A deduction (20% x \$80,000).

S Corporations

Owners wages do not count as qualified business income.

Example of S corporation wages

- David had a sole proprietorship that is a non-service trade or business. He has net income on his Schedule C in the amount of \$500,000. He had no other income. He pays no wages and has qualifying depreciable assets of \$100,000.
- Because David's income is over the phase-out threshold and he pays no wages to employees, his deduction would be limited to \$2,500 (2.5% x \$100,000 depreciable assets).
- David incorporates the business and makes an S election. He pays himself a salary of \$200,000, leaving \$300,000 as flow-through income.
- His 199A deduction in this case would increase to \$60,000 (the lesser of 20% x \$300,000 or 50% of the \$200,000 W-2 amount).

Trusts, Estates, & Dividends

Trusts and estates

- Trust and estates are treated the same as partnerships with regard to the 199A deduction.

Real Estate Investment Trust (REIT) dividends and qualified cooperative dividends

- Qualified dividends and qualified cooperative patronage dividends count as qualified business income.
- Capital gain distributions and C corporation dividends do not count.

Hybrid businesses (service & non-service)

- Taxpayers under the lower taxable income phase-out threshold are treated the same regardless of whether their business is a service business or not.
- The IRS has not provided guidance for hybrid businesses (part service and part non-service). Some possible options include:
 - A threshold test (i.e. at least 80% of the businesses assets are used in the non-service vertical)
 - Each vertical is treated separately using separate accounting for each. Items such as administrative overhead would be allocate accordingly

Example hybrid business income

- David is a doctor operating his business as an S corporation.
- In addition to providing services, the corporation sells products online.
- David's pass-through income from the corporation is \$500,000 and his taxable income before the deduction is also \$500,000.
- He keeps accurate accounting of the separate activities and determines that of the \$500,000 taxable income of the corporation, \$50,000 is attributable to sales of online products. He also determines that \$20,000 of the corporation's salary expense is properly allocated to sales of the online products.
- David's income is over the phase-out threshold for taking the deduction on income from a service business and receive no deduction.
- However, if the IRS rules that a hybrid business may take the deduction on the non-service portion of the income, David's 199A deduction would be \$10,000 (the lesser of $20\% \times \$50,000$ or $50\% \times \$20,000$ wages, which in this example are the same).

Multiple trades or businesses

- Generally, the 199A deduction is initially determined separately with respect to each trade or business the taxpayer has.
- The deductions are then combined to determine the total deduction.

Determining deduction for multiple businesses

	Law Practice	Rental	S corporation
(A) Net qualifying business income	\$300,000	\$10,000	\$20,000
(B) Taxable income before IRC §199A	\$370,000	\$370,000	\$370,000
Lesser of (A) or (B)	\$300,000	\$10,000	\$20,000
IRC §199A deduction (20% of above)	\$600,000	\$2,000	\$4,000
W-2 wages paid	N/A	\$0	\$5,000
Unadjusted basis of depreciable assets	N/A	\$1,000,000	\$20,000
50% of W-2	N/A	\$0	\$2,500
25% of W-2 + 2.5% of assets	N/A	\$25,000	\$1,750
Allowable deduction	\$0	\$2,000	\$2,500

- Carl owns a law practice. His Sch C income is \$300,000. He is single and has taxable income of \$370,000 before the deduction. He has no capital gains.
- He has a rental property that generates \$10,000 in rental income and its depreciable property has an unadjusted basis of \$1MM.
- He is a shareholder in an S corp. that sells watches. His allocable income from that business is \$20,000, his allocable W-2 amount is \$5,000, and his allocable share of depreciable assets is \$20,000.

Carl's total deduction is \$4,500. He is not allowed a deduction with respect to income from his law practice because he is over the taxable income threshold.

Business Losses and the “Deduction Reduction”

Net business losses may come into play under two scenarios:

1. If the taxpayer's overall net business income is less than \$0; or
2. If the taxpayer has more than one businesses, has combined net business income and at least one business has a loss.

Combined business loss

- If the taxpayer’s combined business income is less than zero, no deduction will be allowed and the loss will be carried over to the following year.

Combined business income (with one or more business loss)

- If the taxpayer has more than one business reflecting combined income, any loss from a the separate business/es activity will offset the deduction amount from the amount calculated on combined income. This in effect creates a "deduction reduction."

Business Loss Example

Irma and Steve file a joint return. They have taxable income before the 199A deduction in the amount of \$200,000. This amount is under the lower phase-out thresholds.

Irma's Schedule C earnings	\$150,000
Steve's Schedule C loss	(\$40,000)
Carryover business loss from prior year	<u>(\$50,000)</u>
Total business income	<u>\$60,000</u>
Irma's deduction ($\$150,000 \times 20\%$)	\$30,000
Steve's deduction reduction ($\$40,000 \times 20\%$)	(\$8,000)
Carryover loss deduction reduction ($\$50,000 \times 20\%$)	<u>(\$10,000)</u>
Deduction	\$12,000

Unanswered Questions

It appears that carryover losses accumulate and carry over indefinitely. It is not clear whether taxpayers will need to compute accumulated business losses from pre-enactment years and carry them into 2018.

2018 Changes

Matt runs a tax practice. He earns \$100,000 net income in his practice reported on a Schedule C. He is single and uses the standard deduction.

	2018	2017
Schedule C income	\$100,000	\$100,000
One-half self-employment tax	<u>\$7,065</u>	<u>\$7,065</u>
AGI	\$92,935	\$92,935
Standard deduction	<u>\$12,000</u>	<u>\$6,350</u>
Net before exemptions	\$80,935	\$86,585
Exemptions	<u>\$0</u>	<u>\$4,050</u>
Taxable income before IRC §199A	\$80,935	\$82,535
IRC §199A deduction (20% x \$80,935)	<u>\$16,187</u>	<u>\$0</u>
Taxable Income	<u>\$64,748</u>	<u>\$82,535</u>
Tax on above	\$10,184	\$16,370
Self-employment tax	<u>\$14,130</u>	<u>\$14,130</u>
Total tax	<u>\$24,314</u>	<u>\$30,500</u>

Matt saves over \$6,000. This results from three factors:

- The net increase in his std. deduction plus exemptions reduces his taxable income by \$1,600
- The 199A deduction decreases his taxable income by \$16,187
- The new tax brackets drop his top rate from 25% to 22%.

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**“If I flee the country to avoid paying taxes,
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Number of Accounts in IRS Collection

Year	Accounts in Collection	Increase (%)
2015	13,371,000	7.83%
2014	12,400,000	5.79%
2013	11,721,000	2.24%
2012	11,464,000	6.06%
2011	10,809,000	4.02%
2010	10,391,000	7.49%
2009	9,667,000	4.71%
2008	9,232,000	12.04%
2007	8,240,000	16.48%
2006	7,047,000	-

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- Currently Not Collectible Status
- Partial-pay installment agreement
- Offer in compromise (“OIC”)
- Discharging taxes in bankruptcy

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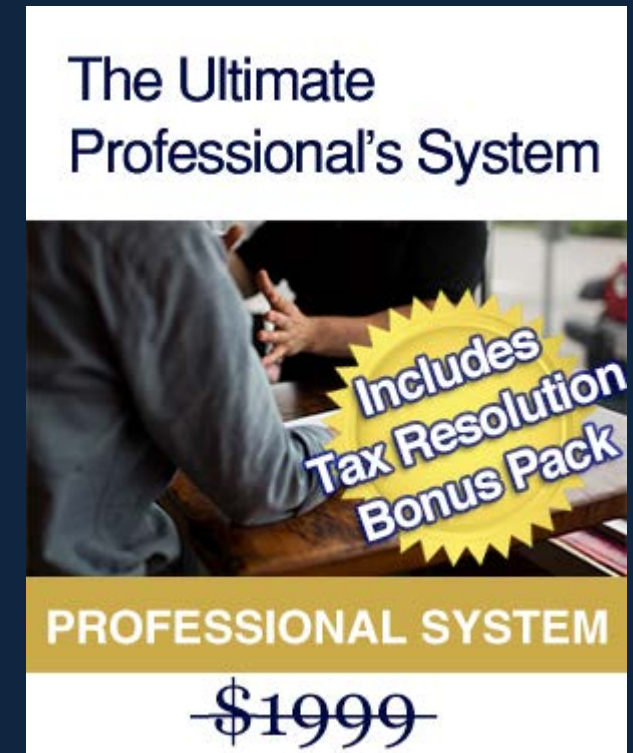
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Installment Agreement Success Stories

IRS Installment Agreement

 **IRS** Department of the Treasury
Internal Revenue Service
PO Box 9941 Stop 5500
Ogden UT 84409

In reply refer to: 0474011040
May 27, 2016 LTR 2273C 3
[REDACTED] 201412 30 1
00019200
BODC: SB

OWED \$151,771

[REDACTED]
% PETER Y STEPHAN
21700 OXNARD ST STE 1160
WOODLAND HILLS CA 91367-7576



53923

Social security number: [REDACTED]
Forms: 1040
Tax periods: Dec. 31, 2014

Dear Taxpayer:

This letter responds to our conversation on May 18, 2016, when you asked about ways to resolve your account balance.

Based on your proposal, we established your installment agreement for \$360.00. Your payment is due on the 28th of each month, beginning on June 28, 2016.

WHAT YOU NEED TO KNOW ABOUT YOUR INSTALLMENT AGREEMENT

We charge a \$120.00 user fee to cover the cost of providing installment agreements. We'll deduct the fee from your first payment.

Even though your approved installment agreement payment may be less, your first payment must be at least \$120.00 to cover the fee.

We can reduce the installment agreement user fee for individuals whose income falls at or below levels in the IRS Installment Agreement Low Income Guidelines. You may qualify for this one-time reduction to your fee.

If your income is at or below the established levels (based on the Department of Health and Human Services poverty guidelines), you can apply for the reduced user fee of \$43 for new agreements. This reduction also applies to agreements that have payments deducted directly from a bank account.

You can find the income levels and instructions on how to apply for the reduced user fee on Form 13844, Application For Reduced User Fee For Installment Agreements.

If you qualify, complete and mail Form 13844 within 30 days to:

\$360/mo PAYMENT

IRS Partial Pay Installment Agreement

\$282,142 Liability

POA Copy



IRS

Department of the Treasury
Internal Revenue Service
Small Business / Self-Employed Division
225 W BROADWAY
GLENDALE, CA 91204-1331

Date:
01/07/2015
Taxpayer ID number:
[REDACTED]
Person to contact:
[REDACTED]
Employee ID number:
[REDACTED]
Contact telephone number:
[REDACTED]

We have approved your request to pay your taxes in installments. Your first payment of \$100.00 is due on 01/28/2015. You agreed to make future payments of \$100.00 on the 28th of each following month until you have paid the full amount you owe.

The amount you owe as of 01/05/2015 is \$282,142.05. This amount does not include all taxes, penalties and interest. We will charge penalties and interest until you pay the full amount you owe because you didn't pay your total tax when it was due.

Please send your monthly payments to reach us by the due date. Put your social security number or employer identification number clearly on your check or money order. If you change your address, please send your new address with your next payment.

Note: If the IRS is charging backup withholding on any of your accounts, it will continue. Having an installment agreement doesn't interrupt backup withholding.

Although we have established an installment plan for you, we must protect the government's interest. Therefore, a Notice of Federal Tax Lien

HAS ALREADY BEEN FILED


A Notice of Federal Tax Lien is a public notice that the government has a claim against your property to satisfy a debt. We will release the lien when you finish paying what you owe. We have the legal right to collect this money for up to 10 years.

CONDITIONS OF THIS AGREEMENT:

- We must receive each payment by the date shown above. If you have a problem, contact us immediately.
- This agreement is based on your current financial condition. We may change or cancel it if our information shows that your ability to pay has changed significantly.
- We may cancel this agreement if you don't give us updated financial information when we ask for it.
- While this agreement is in effect, you must pay any federal taxes you owe on time.
- We will apply your federal tax refunds (if any) to the amount you owe until it is fully paid.
- If you don't meet the conditions of this agreement, we will cancel it, and may collect the entire amount you owe by levy on your income, bank accounts or other assets, or by seizing your property.
- We may cancel the agreement at any time if we find that collection of the tax is in jeopardy.
- There is a \$120.00 installment agreement fee (\$52.00 Direct Debit installment agreement).
- If agreement defaults, you must pay a \$50.00 reinstatement fee if agreement is reinstated.

**\$100 per month
payment!!!**

IRS Installment Agreement

 **IRS** Department of the Treasury
Internal Revenue Service
PO Box 9941 Stop 5500
Ogden UT 84409

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You can find the income levels and instructions on how to apply for the reduced user fee on Form 13844, Application For Reduced User Fee For Installment Agreements.

If you qualify, complete and mail Form 13844 within 30 days to:

\$360/mo PAYMENT

CA FTB Installment Agreement



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 2952
SACRAMENTO CA 95812-2952
Telephone: (800) 689-4776

Notice Date: [REDACTED]

OWED \$63,064

INSTALLMENT AGREEMENT AND ELECTRONIC FUNDS
TRANSFER (EFT) AUTHORIZATION

Account Number [REDACTED]

We approved your installment agreement for a monthly payment of \$650.00. The next step is for you to complete the information below and return it to us in the enclosed envelope within 15 days of the date of this notice. If you do not, we can proceed with collection action. Interest and penalties will continue to accrue until your account is paid in full. Failure to provide complete information will delay the process of your EFT request.

After we process your EFT, we will send you an FTB 4024, *Installment Agreement EFT - Approval* notice. In addition, a \$20.00 fee will be charged for establishing the installment agreement.

EFT Authorization

I authorize an electronic funds withdrawal for the above amount, from the bank account identified below, on the _____ (please specify) day of the month. The day must be the **1st through the 28th**. If this day falls on a Saturday, Sunday, or state holiday, the transfer is authorized for the next business day.

1. Payment Amount	2. Day for Monthly EFT Withdrawal <small>(Enter the date from above.)</small>	3. Bank Routing Number <small>(This is the first nine-digit number at the bottom left of your check.)</small>	4. Bank Account Number <small>(This is the number after the bank routing number.)</small>
5. Bank Name and Address		Check One: <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Money Market <small>(This must be a regular checking or savings account.)</small>	

\$650/mo PAYMENT

I certify that I have the authority to request an electronic funds withdrawal from the bank account identified above and I authorize the Franchise Tax Board (FTB) to initiate and process electronic funds withdrawal entries to the above bank account. This authorization remains in effect until: 1) all unpaid tax liabilities due or becoming due during the course of this agreement are paid, 2) FTB cancels the installment agreement, or 3) FTB receives written notice of cancellation of this EFT authorization within five business days prior to the payment due date.

I request that the payment amount in box 1 be debited from my bank account each month on the date specified in box 2. If this day falls on a Saturday, Sunday, or state holiday, I authorize the transfer for the next business day.

If FTB cannot deduct the monthly payment from my bank account because of insufficient funds or because my bank account is closed, FTB may cancel my installment agreement. In that event, I understand that FTB may charge me a dishonored payment penalty and a collection fee. I will also be responsible for any overdraft fees charged by my bank.

Authorized Signature	Daytime Telephone Number
Signer's Name (Print)	Ext. Date

By initialing the box below, I agree to the Taxpayer Installment Agreement Conditions provided on PAGE 2. Please review them thoroughly.

Please initial this box after you have read all the conditions on PAGE 2. If you do not initial the box, we will not process this electronic funds transfer authorization form.

Offer in Compromise

Submitting an Offer in Compromise is the process in which a taxpayer requests to reduce their Internal Revenue Service or State tax debt by negotiating for an amount less than the actual amount they owe...

The IRS has the authority to settle or “compromise” tax liability by accepting less than full payment under certain circumstances

A Federal tax debt may be legally compromised under one of the three following conditions...

Doubt as to Collectability

- Taxpayer is unable to pay their tax liability (accounting for income and assets) within the statute of limitations on collection

Doubt as to Liability

- The taxpayer is not responsible for paying the tax liability in question and should not have been assessed

Effective Tax Administration

- The taxpayer owes the tax, has the ability to pay (i.e. equity in their home) but collecting from the taxpayer would be unjust

Offer in Compromise Success Stories...

IRS Offer in Compromise

Amount Owed: \$4,240,000

Department of the Treasury
INTERNAL REVENUE SERVICE
AMC-Stop 880
PO Box 3 083 4
Memphis, TN 38130-0834

Date of this Letter: 6/24/2007
Person to Contact: Beverly
Robinson Employee #: 49-02054
Phone#: (901)546-4803
Taxpayer ID#: [REDACTED]
Offer Number: 1000608959

Dear Mr. & Mrs. [REDACTED]

We have accepted your offer in compromise signed and dated by you on 04/19/2007. The date of acceptance is the date of this letter and our acceptance is subject to the terms and conditions of the enclosed Form 656, Offer in Compromise.

Please note that the conditions of the offer require you to file and pay all required taxes for five tax years or the period of time payments are being made on the offer, whichever is longer. This will begin on the date shown in the upper right hand corner of this letter.

Additionally, please be aware that the conditions of the offer include the provision that as additional consideration for the offer, we will retain any refund or credits that you may be entitled to receive for 2007 or for each tax year. This includes refunds you receive in 2008 for any payments you made toward tax year 2007 or toward earlier tax years. The Notice of Federal Tax Lien will be released when the offer amount is paid in full.

If you are required to make any payments under this agreement, make your check or money order payable to the United States Treasury and send it to:

Internal Revenue Service
P.O. Box 24015
Fresno, CA 93 779

Please send all other correspondence to:

Internal Revenue Service PO
Box 77 Memphis, TN 38101-0077

You must promptly notify the Internal Revenue Service of any change in your address or marital status. This will ensure we have the proper address to advise you of the status of your offer.

continued on next page

Compromised for \$5,000

IRS Offer in Compromise

Owed \$177,942

Department of the Treasury

Internal Revenue Service
Brookhaven Service Center
P.O. Box 9011 Stop 681
Holtsville, NY 11742

Date of this Letter:

Person to Contact: DEC 21 2015

Employee #: [REDACTED]
Phone#: [REDACTED]
08:00am-08:00pm Mon-Fri

Taxpayer ID#:***-**-6442
Offer Number:1001275119

Dear [REDACTED]

We have accepted the offer in compromise you signed and dated on 09/28/2015. The acceptance date is the date of this letter and acceptance is subject to the terms and conditions on the enclosed Form 656, Offer in Compromise.

We applied \$1,300.80 as payment toward your accepted offer. The last payment we received was for \$1,102.40 on 10/20/15.

The conditions of the offer require you to timely file and pay all required taxes for five tax years (including any extensions). This requirement begins on the date of this letter.

Under the conditions of the offer, we will keep any refunds or credits you may be entitled to for 2015 or for earlier tax years, including refunds you may be entitled to receive in 2016 for any overpayments you made toward tax year 2015 or earlier tax years. We will apply any refunds or credits to your liability, not to your accepted offer. If we filed a Notice of Federal Tax Lien against you, we will release it when you pay the offer in full. If you make the final payment by credit or debit card, we won't be able to release the Notice of Federal Tax Lien for up to 120 days from the date of the credit or debit payment.

If you are required to make any payments under this agreement, make your check or money order payable to the United States Treasury and send it to:

Internal Revenue Service
P.O. Box 24015
Fresno, CA 93779

Please send all other correspondence to:

Internal Revenue Service
PO Box 9006
Holtsville, NY 11742-9006

continued on next page

Compromised for \$6,504

IRS Offer in Compromise

Owed: \$45,681

Department of the Treasury

Date of this Letter: MAR 7, 2013

INTERNAL REVENUE SERVICE
AMC-Stop 880
PO Box 30834
Memphis, TN 38130-0834

Person to Contact: Beverly
Robinson Employee
#:49-02054
Phone#: (901) 546-4803 EXT.
6:00AM-2:30PM Mon-Fri

Taxpayer ID#: [REDACTED]
Offer
Number:1001040033

Dear [REDACTED]

We have accepted your offer in compromise signed and dated by you on 01/07/2013. The date of acceptance is the date of this letter and our acceptance is subject to the terms and conditions on the enclosed Form 656, Offer in Compromise.

Please note that the conditions of the offer require you to file and pay all required taxes for five tax years or the period of time payments are being made on the offer, whichever is longer. This will begin on the date shown in the upper right hand corner of this letter.

Additionally, please remember that the conditions of the offer include the provision that as additional consideration for the offer, we will retain any refunds or credits that you may be entitled to receive for 2013 or for earlier tax years. This includes refunds you receive in 2014 for any overpayments you made toward tax year 2013 or toward earlier tax years. These refunds or credits will be applied to your liability, not to your accepted offer amount. If a Notice of Federal Tax Lien was filed on your account, it will be released when the offer amount is paid in full. If the final payment is by credit or debit card, the Notice of Federal Tax Lien will not be released for up to 120 days from the date of the credit/debit payment.

If you are required to make any payments under this agreement, make your check or money order payable to the United States Treasury and send it to:

Internal Revenue
Service P.O. Box 24015
Fresno, CA 93779

Please send all other correspondence to:

Internal Revenue Service
PO Box 77
Memphis, TN 38101-0077

continued on next page

IRS Offer in Compromise

Owed: \$66,362

Department of the Treasury

Date of this Letter: APR 19 2011

INTERNAL REVENUE SERVICE
PO BOX 77
MEMPHIS, TN 38101

Person to Contact:
Rhonda Paige
Employee #:49-13106
Phone#: (901) 546-4157 EXT

Taxpayer ID#: [REDACTED]
Offer Number:1000846498

Dear Ms. [REDACTED],

Thank you for your payment. You have met the payment provisions for your Offer in Compromise contract. Please remember that we will apply any overpayments from the year we accepted your Offer in Compromise to the tax periods specified in your offer contract.

REMINDER: Compliance is an important part of your Offer in Compromise contract. You must file and pay your taxes timely for five years following the date we accepted the offer or during an extended installment offer payment period, whichever is later. If you do not comply, we will terminate your offer and reinstate the original amount of your liability, less payments made.

If you write, please include your telephone number, the hours we can reach you, and a copy of this letter. Keep a copy of this letter for your records. We have enclosed an envelope for your convenience.

If you have any questions, please contact the person whose name and telephone number are shown in the upper right hand corner of this letter.

Sincerely,

Beverly Y. Robinson Team
Manager, MOIC

Compromised for \$3,464

IRS Offer...
accepted and
then rejected for
nonpayment

Owed: \$270,043

Department of the Treasury

Date of this Letter: MAY 7, 2014

INTERNAL REVENUE SERVICE
AMC-Stop 880
PO Box 30834
Memphis, TN 38130-0834

Person to Contact: Beverly
Robinson Employee
#:49-02054
Phone#: (901)546-4803 EXT.
6:00AM-2:30PM Mon-Fri

Taxpayer ID#: [REDACTED]
Offer
Number:1001040033

Dear [REDACTED]

We have accepted your offer in compromise signed and accepted by you on 01/07/2013. The date of acceptance is the date of this letter and our acceptance is subject to the terms and conditions in the enclosed Form 656, Offer in Compromise.

Please note that the conditions of the offer require you to file and pay all required taxes for five tax years or the period of time payments are being made on the offer, whichever is longer. This will begin on the date shown in the upper right hand corner of this letter.

Additionally, please remember that the conditions of the offer include the provision that as additional consideration for the offer, we will retain any refunds or credits that you may be entitled to receive for 2013 or for earlier tax years. This includes refunds you receive in 2014 for any overpayments you made toward tax year 2013 or toward earlier tax years. These refunds or credits will be applied to your liability, not to the accepted offer amount. If a Notice of Federal Tax Lien was filed on your account, it will be released when the offer amount is paid in full. If the final payment is by credit or debit card, the Notice of Federal Tax Lien will not be released for up to 120 days from the date of the credit/debit payment.

If you are required to make any payments under this agreement, make your check or money order payable to the United States Treasury and send it to:

Internal Revenue
Service P.O. Box 24015
Fresno, CA 93779

Please send all other correspondence to:

Internal Revenue Service
PO Box 77
Memphis, TN 38101-0077

continued on next page

Compromised for \$3,501

California FTB Offer in Compromise



Member: John Chiang
Member: Judy Chu, Ph.D.
Member: Michael C. Genest

State of California
Franchise Tax Board

Owed \$462,011

12.19.2008

Stephan & Stein, Inc., CPAs
Peter Stephan
21700 Oxnard Street, Suite 1160
Woodland Hills CA 91367

In Reply Refer To:
622:081:726

Subject:	Offer in Compromise
Taxpayers:	[REDACTED]
Account Number:	110 94283 02
Tax Years:	1994-1997,2000,2004
Liability:	\$462,011.82
Offer:	\$13,000.00

Dear Mr. Stephan,

The Franchise Tax Board has accepted your offer in compromise for the liability owed for the 1994-1997,2000, and 2004 tax years. This letter shall serve as their confirmation of acceptance and should be retained in their records.

We have made the necessary adjustments to their account and have released all liens. Copies of the lien release documents are enclosed.

Please note that pursuant to Revenue and Taxation Code Section 19443, the terms and conditions for acceptance of an offer include, but are not limited to, requirements that he:

- A. File required returns and pay all tax liabilities in a timely manner in the future.
- B. Comply with all terms and conditions relative to the offer, including the requirements of any collateral agreement signed as consideration of acceptance of this offer. If they are required to make any payments pursuant to a collateral agreement, please make the check or money order payable to the Franchise Tax Board and send it to:

FRANCHISE TAX BOARD
Offer in Compromise Group, MS A-453
P. O. Box 2966
Rancho Cordova, CA 95741-2966

Compromised for \$13,000

California State Board of Equalization (sales tax) Offer in Compromise

Owed \$118,379



STATE OF CALIFORNIA

STATE BOARD OF EQUALIZATION

460 N STREET, SACRAMENTO, CALIFORNIA
PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-00622
916-322-7931 - FAX 916-322-7940
www.boe.ca.gov

BETTY T. LEE
First District San Francisco

BEN. GEORGE RUNNER (Ret.)
Second District, Lancaster

MICHELLE STEEL
Third District, Rolling Hills Estates

JEROME E. HORTON
Fourth District, Los Angeles

JOHN CHIANG
State Controller

CYNTHIA BRIDGES
Executive Director

September 13, 2013

[REDACTED]

[REDACTED]

The Offer in Compromise Section (OIC) of the Board of Equalization (BOE) has reviewed your request for an offer in compromise on your current sales tax liability of \$118,379.57.

We will forward our recommendation for approval of your offer once we receive a cashier's check or money order for the offered amount of \$17,727.00. The funds should be mailed to the address listed below with a copy of this letter by Friday, September 27, 2013. The BOE will place the funds in a non-interest bearing account pending approval of the offer.

MAILING ADDRESS
State Board of Equalization
Offer in Compromise Section
460 N Street, MIC: 52
Sacramento, CA 95814

If for some reason the offer is denied, you have the option of having the funds refunded or applied to the liability. Please select an option below:

- Retain any amount deposited and credit it to the current tax liability,
- Return the amount deposited.

If you have any additional questions or concerns, please contact me at (916) 322-1984.

Sincerely,

Arlene Di Sessa
Business Taxes Specialist

Compromised for \$17,727

New York DTF Offer in Compromise

NY State Offer in Compromise



New York State Department of
Taxation and Finance
Offer in Compromise Unit
P.O. Box 5100
Albany, New York 12205-0100

October 18, 2013

Amount Owed: \$81,760

Norman Kreisman
21700 Oxnard Street, Suite 1160
Woodland Hills, CA 91367

RE: Offer in Compromise - [REDACTED]

Dear Mr. Kreisman:

I am pleased to inform you that the Department of Taxation and Finance has accepted your client's offer in compromise contingent upon full payment of the agreed upon amount.

Upon receipt of the sum of \$26,276.65, which includes the agreed upon offered amount of \$24,000.00 plus \$2,276.65 in accrued interest, the balances of the compromised liabilities will be canceled and any warrants docketed will be satisfied. The assessments included in the Offer in Compromise are as follows:

Tax Type	Period Ending Date	Assessment Identification Number
Personal Income	12/31/2004	L036665293-6
Personal Income	12/31/2005	L036665294-5
Personal Income	12/31/2006	L036665295-4
Personal Income	12/31/2007	L036665296-3
Personal Income	12/31/2008	L036491940-9
Personal Income	12/31/2010	1.036551350-4
Personal Income	12/31/2011	L038199659-2
Personal Income	12/31/2012	L039109773-5

The \$26,276.65 is payable as follows: a \$5,000.00 down payment due within 60 days of this letter, plus 56 monthly payments of \$591.02 due the 15th of each month, starting February 15, 2013.

What you may not know if at SST CPA'S we handle...

- Over 1,000 Business and individual tax returns
- Compiled and reviewed financial statements
- Tax appeals including petitioning the US Tax Court
- and much more...

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(310) 789-3202

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I'm Peter Stephan....

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...and this is **TRI**

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