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IT IS SO ORDERED.

Dated: March 19, 2026




Tyson A. Crist
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

In re: :
 :
 Joseph Sturgill : Case No. 24-32482
 Tory Sturgill, : Chapter 13
 : Judge Crist
 :
 Debtors. :
 :

MEMORANDUM OPINION AND ORDER DENYING: (I) AMENDED MOTION FOR LEAVE TO FILE APPLICATION OUT OF TIME (DOC. 34); AND (II) APPLICATION FOR ATTORNEY FEES AND COSTS BEYOND THE NO-LOOK FEE UNDER LOCAL BANKRUPTCY RULE 2016-1(b)(2)(C) (DOC. 28)

I. Introduction

This matter was originally before the Court on the *Application for Attorney Fees and Costs Beyond the No-Look Fee* (Doc. 28) (the “Application”) filed by Denis E. Blasius, attorney for the Debtors, on June 3, 2025. Through the Application, counsel seeks an initial award of attorney fees in this chapter 13 case in the amount of \$7,141.40 through filing an itemized fee application in “opt out” of the “no-look fee” of \$4,350 that is permitted under Local Bankruptcy Rule (“LBR”) 2016-1(b)(2)(A) and (B), and General Order No. 50-1,¹ without application or specific itemization. See LBR 2016-1(b)(2)(C) (titled “No-Look Fee Opt Out”). The fees sought are for prepetition and preconfirmation services principally rendered by Mr. Blasius with the Thomsen Law Group, LLC

¹ Effective Feb. 24, 2021.

for this chapter 13 case. The Application states that Mr. Blasius seeks compensation for 18.8 hours of services billed at the hourly rate of \$350, plus 5.5 hours of law clerk / administrative time billed at the hourly rate of \$200.² In other words, Mr. Blasius requests preconfirmation attorney fees that are in excess of the no-look fee by \$2,791.40 (\$7,141.40 - \$4,350.00), which pursuant to LBR 2016-1(b)(2)(C) requires an itemized fee application to be filed “no later than sixty (60) days from the entry date of the confirmation order.” Through the Application counsel also requests reimbursement of costs (expenses) in the amount of \$358.60 for a photocopy, the case filing fee, and printing and postage. As is often the situation in chapter 13 cases, no response was filed. The problem, however, is that the Application was not timely filed, as discussed below, which ultimately led to the *Amedned* [sic] *Motion for Leave to File Application for Attorney Fees and Costs Beyond the No-Look Fee* (Doc. 34) (the “Amended Motion for Leave”).

For the reasons stated herein, the Amended Motion for Leave will be denied such that the Application is untimely and will likewise be denied. But that still leaves the question of what consequence should result from failing to timely file an itemized “opt out” fee application – should counsel be denied all fees or just the fees sought in excess of the no-look fee? In this specific situation, the Court determines that counsel is still entitled to the no-look fee that was awarded in the form confirmation order tendered pursuant to LBR 3015-3(c); however, this will not necessarily be (and has not been) the outcome in all cases in which counsel fails to timely file an itemized “opt out” fee application.

II. Background

On September 22, 2025, the Court entered the *Order Concerning Application for Attorney Fees and Costs Beyond the No-Look Fee Under Local Bankruptcy Rule 2016-1(b)(2)(C)* (Doc. 31) (the “Prior Order on Application”), in which it observed that the Debtors’ Chapter 13 Plan (Doc. 7) (the “Plan”), filed on December 19, 2024, was confirmed on March 11, 2025, through entry of the form *Order Confirming Chapter 13 Plan (Doc. 7) and Awarding Attorney Fees* (Doc. 22) (the “Confirmation Order”).³ This meant that the last day to timely file the itemized “opt out”

² According to the invoice attached as Exhibit A to the Application, Mr. Blasius “no-charged” 9.1 hours of time.

³ The Confirmation Order “allowed the attorney fee set forth in the *Disclosure of Compensation of Attorney for Debtor and Application for Allowance of Fees in Chapter 13 Case* (LBR Form 2016-1(b)), provided the amount requested does not exceed \$4,350.” (Doc. 22 at 2, ¶ 10).

Application in accordance with LBR 2016-1(b)(2)(C), which states that such applications “must be filed no later than sixty (60) days from the entry date of the confirmation order[,]” was May 12, 2025. The Application, however, was filed on June 3, 2025, twenty-two days after the deadline, even though counsel actually had sixty-two (62) days to file an itemized application because the 60th day fell on a Saturday.⁴ Overall, the Application was filed eighty-four days after the date of entry of the Confirmation Order. However, rather than simply deny the Application, the Court provided Mr. Blasius with twenty-one days to file a motion, pursuant to Rule 9006(b)(1)(B)⁵ of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), to seek leave to extend the time to file the Application. *See* Prior Order on Appl. at 2.

In response, on the twenty-first day, October 14, 2025, Mr. Blasius filed a *Motion for Leave to File Application for Attorney Fees and Costs Beyond the No-Look Fee* (Doc. 33) (the “Motion for Leave”). Seven days later, on October 21, 2025, Mr. Blasius filed the Amended Motion for Leave (Doc. 34). Both the Motion for Leave and the Amended Motion for Leave⁶ were one paragraph long and the sole basis asserted, both times, was “that the failure to timely file the Application was the result of excusable neglect, as counsel had not properly calendared the deadline.” Am. Mot. for Leave at 1.

⁴ As noted in the Prior Order on Application, May 10, 2025, which was the 60th day after entry of the Confirmation Order, was a Saturday, making Monday May 12th the last day to file an application under Local Bankruptcy Rule 2016-1(b)(2)(C). Fed. R. Bankr. P. 9006(a)(1)(C).

⁵ Although Bankruptcy Rule 9006(b), in comparison to 9006(a), could facially be read to mean that a court cannot extend the time to take action under a local rule (due to the omission of reference to “local rule” therein), the Court concludes that the ability to extend time under the Bankruptcy Rules or a court order subsumes within it the ability to extend time under this Court’s Local Bankruptcy Rules (“LBR”). *See Schwinn Plan Comm. v. Transamerica Ins. Fin. Corp. (In re Schwinn Bicycle Co.)*, 210 B.R. 764, 767 (Bankr. N.D. Ill. 1997) (holding that a local bankruptcy rule that does not allow for an extension of time must “be deemed modified or superseded on that point by the 9006(b)(1) possibility of extension for excusable neglect” (citing *Partee v. Buch*, 28 F.3d 636, 637-38 (7th Cir. 1994)) and concluding that “Rule 9006(b)(1) applies by its terms to this situation because Local Bankruptcy Rule 417(A) is a rule ordered by the District Court; therefore, it is the same as an ‘order of court’ covered by 9006(b)(1).”). This is particularly the case given that LBR 9006-1 anticipates motions to extend time under “the Code, the Rules, the Local Rules, the Federal Rules of Civil Procedure or court order[.]” Moreover, this Court’s Local Bankruptcy Rules are authorized by Bankruptcy Rule 9029 and “must . . . be consistent with—but not duplicate—Acts of Congress and [the Bankruptcy Rules.]” Fed. R. Bankr. P. 9029(a)(1)(A). Thus, given the hierarchy of rules it would make no sense to allow an extension of time under the Bankruptcy Rules, but not under the Local Bankruptcy Rules.

⁶ The only difference between the Motion for Leave and the Amended Motion for Leave was the service. The Debtors were omitted from the Certificate of Service to the original Motion for Leave (Doc. 33 at 3) but were added to the Certificate of Service to the Amended Motion for Leave (Doc. 34 at 3).

III. Analysis

A. Excusable Neglect Under Fed. R. Bankr. P. 9006(b)(1)(B)

When a motion to extend time is filed “after the specified period expires,” courts apply the excusable neglect standard to assess whether the motion can be granted. Fed. R. Bankr. P. 9006(b)(1)(B); *see also In re Sterling Rubber Prods. Co.*, 316 B.R. 485, 489 (Bankr. S.D. Ohio 2004) (Walter, J.) (citing *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P’ship*, 507 U.S. 380, 388 (1993) (“noting that a court may accept a late filed proof of claim under the ‘excusable neglect’ standard of Fed. R. Bankr. P. 9006 when the late filing was caused by inadvertence or mistake as well as circumstances outside the creditor’s control”)), *aff’d*, 337 B.R. 729 (B.A.P. 6th Cir. 2006). The “need for the neglect to be ‘excusable’ under *Pioneer* is to deter creditors or other parties from freely ignoring court ordered deadlines in the hope of winning a permissive reprieve under the procedural rules[.]” *Id.* at 493 (quoting *Vaughan v. Mort. Lenders Network (In re Bradbury)*, 310 B.R. 313, 319 (Bankr. N.D. Ohio 2003)). Neither ignorance, such as “failing to read and follow the court’s local rule[.]” nor “a misconstruction of a procedural rule constitutes excusable neglect.” *Id.* at 491 (citations omitted). That being the case, simply failing to calendar a deadline established by this Court’s long-standing Local Bankruptcy Rule 2016-1(b)(2)(C), which is the only offered basis for excusable neglect in this situation, leads to the conclusion that the Amended Motion for Leave does not establish “excusable neglect.” Accordingly, the Court cannot grant leave to extend the deadline for counsel to file the Application in this circumstance, as further analyzed below.

The Supreme Court has determined that “inadvertence, ignorance of the rules, or mistakes construing the rules do not usually constitute ‘excusable’ neglect.” *Pioneer*, 507 U.S. at 392. Ultimately, “[t]he [C]ourt concluded that the term [‘excusable neglect’], in this context, is a ‘somewhat “elastic concept” and is not limited strictly to omissions caused by circumstances beyond the control of the movant.’ ” *In re Sterling Rubber Prods. Co.*, 316 B.R. 489 (quoting *Pioneer*, 507 U.S. at 392). The excusable neglect analysis “is at bottom an equitable one, taking account of all relevant circumstances surrounding the party’s omission.” *Id.* (quoting *Pioneer*, 507 U.S. at 395). However, it is a strict standard that “can be met only in extraordinary cases.” *Watson v. Ohio Ambulance Sols., LLC*, No. 24-3046, 2024 U.S. App. LEXIS 20072, at *6 (6th Cir. Aug. 8, 2024) (quoting *Turner v. City of Taylor*, 412 F.3d 629, 650 (6th Cir. 2005) (quoting *Marsh v. Richardson*, 873 F.2d 129, 130 (6th Cir. 1989))). The “circumstances surrounding the party’s

omission” that were considered in *Pioneer* are “the danger of prejudice to the debtor, the length of the delay and its potential impact on judicial proceedings, the reason for the delay, including whether it was within the reasonable control of the movant, and whether the movant acted in good faith.” *Pioneer*, 507 U.S. at 395 (citing *In re Pioneer Inv. Servs. Co.*, 943 F.2d 673, 677 (1991)).

In evaluating excusable neglect claims, the United States Court of Appeals for the Sixth Circuit has sometimes interpreted *Pioneer* to contain a five factor analysis: “(1) the danger of prejudice to the nonmoving party, (2) the length of the delay and its potential impact on judicial proceedings, (3) the reason for the delay, (4) whether the delay was within the reasonable control of the moving party,^[7] and (5) whether the late-filing party acted in good faith.” *Nafziger v. McDermott Int’l, Inc.*, 467 F.3d 514, 522 (6th Cir. 2006). Although in other contexts it has been described as a four-factor analysis. See *Cheers v. Sherrod (In re Sherrod)*, No. 21-03006-jda, 2021 Bankr. LEXIS 1245, at *5 (Bankr. E.D. Mich. May 10, 2021) (noting that “[t]he Supreme Court adopted the factors used by the lower court (the Sixth Circuit Court of Appeals) for determining when a party’s neglect is excusable.”). As to the first factor, the danger of prejudice, which in this circumstance is interpreted to focus on prejudice to the Debtors, seems minimal to non-existent as denying the Application would reduce counsel’s administrative expense claim. Conversely, counsel’s itemized fees and expenses sought in the Application are approximately \$1,500 more than the \$6,000 fee estimated in the *Disclosure of Compensation of Attorney for Debtor and Application for Allowance of Fees in Chapter 13 Case* (Doc. 1 at 45-46) (the “Disclosure”) and which was set forth in ¶ 5.1.7 of the Plan concerning administrative claims (Doc. 7 at 5). See *In re Sterling Rubber Prods. Co.*, 316 B.R. at 490 (stating “[t]he first factor the court considers under *Pioneer* is the danger of prejudice to the Debtor caused by SCD’s neglect.” (citing *Pioneer*, 507 U.S. at 395)). Accordingly, counsel’s neglect would actually work in the Debtor’s favor, such that this factor could weigh in favor of granting counsel’s Amended Motion for Leave.

As to the second factor, the length of the delay is a factor that weighs against finding excusable neglect in this case. Not only was the Application filed three (3) weeks late, but counsel did not initially request leave to file the Application late, instead leaving it for the Court to raise the fact that it was untimely. Further, the first Motion for Leave to file the Application under LBR

⁷ “Many courts have adopted a test that considers four factors[.]” which collapses factors three and four above into “(3) the reason for the delay, including whether it was within the reasonable control of the movant[.]” 10A *Collier on Bankruptcy* ¶ 9006.06 (16th ed. 2026) (citations omitted).

2016-1(b)(2)(C), filed on the last date set by the Court, was filed 155 days after the deadline of May 12, 2025. Although it does not appear that this delay has had a perceptible impact on administration of the Chapter 13 case, counsel’s failure to timely file the Application and to originally address the untimely filing “has needlessly increased the proceedings in this case.” *In re Karpides*, No. 17-61935, 2020 Bankr. LEXIS 159, at *8 (Bankr. N.D. Ohio Jan. 21, 2020). Similarly, and addressing the fifth factor out of order, although nothing in the record suggests that Debtors’ counsel acted in bad faith, the timing and sequence of events, coupled with the explanation – not calendaring the deadline – does not permit the Court to conclude there was diligence in this particular respect, even though it appears the Chapter 13 case was otherwise well-handled. *In re Alda*, No. 10-8037, 2010 Bankr. LEXIS 4098, at *18 (B.A.P. 6th Cir. Dec. 2, 2010) (citing *B & D Partners v. Pastis*, No. 05-5954, 2006 U.S. App. LEXIS 11901, 2006 WL 1307480, at *3 (6th Cir. May 9, 2006) (“ ‘Put another way, ‘when inadvertent conduct leads to a judgment, a claim of mistake or excusable neglect will always fail if the facts demonstrate a lack of diligence.’ ”)). Thus, these factors weigh against granting the Amended Motion for Leave.

As it concerns the third factor, courts have repeatedly found that “the reason for a party’s delay ‘is the most important [factor] to the excusable neglect inquiry.’ ” *Gohl v. Livonia Pub. Schs.*, No. 12-cv-15199, 2016 WL 2848421, at *2 (E.D. Mich. May 16, 2016) (collecting cases). And, of course, the fourth factor closely relates to (and is sometimes collapsed into) the third factor given that Debtors’ counsel was in control of complying with the deadline. Counsel provides no detail as to why the calendaring error occurred; however, calendaring errors, without more, typically do not constitute excusable neglect. *Id.* (collecting cases); *Brittingham v. Wells Fargo Bank, N.A.*, 543 F. App’x 372, 374 (5th Cir. 2013) (similar). Similarly, a “counsel’s crowded calendar” has also been found not to constitute excusable neglect. *See Schmidt v. Boggs (In re Boggs)*, 246 B.R. 265, 268 (B.A.P. 6th Cir. 2000) (cited in 10A *Collier on Bankruptcy* ¶ 9006.06, n.21 (16th ed. 2026)). Had there been a mistake in calendaring the deadline or some other type of error leading to filing the Application late; and had the Application been filed only a few days after the deadline, as opposed to being over three weeks late, which suggests that this deadline simply went unnoticed; and had counsel promptly moved for leave to file the Application out of time

without prompting, perhaps this would be a closer call.⁸ See, e.g., *Cheers v. Sherrod (In re Sherrod)*, No. 21-03006-jda, 2021 Bankr. LEXIS 1245 (Bankr. E.D. Mich. May 10, 2021) (cited in 10A *Collier on Bankruptcy* ¶ 9006.06, n.31). But, as it stands, these factors also weigh against granting the Amended Motion for Leave.

The Bankruptcy Appellate Panel for the Sixth Circuit addressed an analogous situation in an appeal from this District in *In re Alda*, No. 10-8037, 2010 Bankr. LEXIS 4098 (B.A.P. 6th Cir. Dec. 2, 2010). In *Alda* the chapter 13 case was dismissed prior to confirmation. *Id.* at *4. The dismissal order had required that all applications for administrative claims, including attorney fees, be filed “within 10 days of the order.” *Id.* The dismissal was soon thereafter vacated on a motion to reinstate through an agreed order and “the bankruptcy court issued an order confirming the Debtors’ chapter 13 plan[,]” which did not allow the debtor’s attorney any compensation; rather, the confirmation order set an eighteen (18) day deadline for the debtor’s attorney to file an itemized fee application, by February 12, 2010, and a memorandum detailing why the case took more than a year to confirm. *Id.* at *4-5. This was in contrast to the sixty-day deadline for such applications under what was then LBR 2016-1(b)(2)(B).⁹ In other words, the bankruptcy court had shortened the deadline by court order, which it has the authority to do. *Id.* at *11 (observing that “[w]hile Local Rule 2016-1 sets an outside deadline for an attorney to file his application, the bankruptcy court is not prohibited from setting an earlier deadline pursuant to its inherent authority to set deadlines.” (citing 11 U.S.C. § 105(a); *Riverview Trenton R.R. Co. v. DSC, Ltd. (In re DSC, Ltd.)*, 486 F.3d 940 (6th Cir. 2007))). The Debtor’s attorney filed the fee application six (6) days late, on February 18, 2010, and did not include the mandatory memorandum. *Id.* The bankruptcy court therefore denied the fee application, “with prejudice[.]” *Id.* at *5. Three days later the debtor’s attorney moved for reconsideration on the basis that failing to timely file the fee application “was ‘excusable neglect’ on the part of counsel to have not filed the fee application within the time

⁸ Conversely, in situations in which no itemized fee application is ever filed or is sought to be filed months after confirmation of the plan, the outcome may well be, depending on the facts and circumstances, that all fees are denied and any retainer is ordered to be returned to the debtor(s).

⁹ Notably, “[t]he Bankruptcy Court for the Southern District of Ohio amended its Local Rules effective December 1, 2009.” *In re Alda*, No. 2010 Bankr. LEXIS 4098, at *12. “Prior to that amendment, Local Rule 2016-1 did not specify the time for filing a post-confirmation fee application[,]” although in a 2001 opinion “the bankruptcy court [had] established a time bar, holding that fee applications should be submitted within 30 to 45 days following completion of the legal services rendered on a given issue.” *Id.* (citing *In re Newman*, 270 B.R. 845, 848 (Bankr. S.D. Ohio 2001) (Aug. J.) (explaining the history in this District of setting deadlines for itemized fee applications in chapter 13 cases)).

frame ordered[,]” which counsel explained “was an oversight” on his part. *Id.* at *6. The bankruptcy court denied the motion to reconsider because debtor’s attorney “had not asserted a sufficient basis under Rule 60(b)” and the debtors appealed. *Id.* at *7, 13.

The B.A.P. affirmed the decision and found that the attorney’s oversight and inadvertent failure to timely file the fee application did not constitute excusable neglect. *Id.* at *17. The B.A.P. concluded that “[w]hile there does not appear to be any prejudice to the Debtors due to the delay, and the six-day delay was relatively short, Romano’s reason for the delay is simply not credible.” *Id.* at *19. Thus, the B.A.P. found there was no abuse of discretion and affirmed the bankruptcy court’s orders. *Id.* at *20. In doing so, the B.A.P. also noted other decisions from the Southern District of Ohio that have denied fees for failing to comply with timeliness requirements. *See, e.g., Clendenin v. Burks*, C-1-07-059, 2007 U.S. Dist. LEXIS 49710, at *8 (S.D. Ohio July 10, 2007) (relying on *In re Newman*, 270 B.R. 845, 848 (Bankr. S.D. Ohio 2001) as to deadlines for fee applications and affirming the bankruptcy court’s determination that “the work performed by debtors’ counsel post-confirmation was not compensable because the fee application was not timely filed.”).

In light of this Court’s long-standing LBR 2016-1(b)(2)(C) and the opinions cited above, the Court cannot conclude that in this circumstance there is excusable neglect warranting the late filing of the itemized “opt out” Application. To grant an extension of time for counsel to file the Application twenty-two days late in this circumstance, in which counsel did not originally request an extension of time and was unable to establish excusable neglect, would potentially make the 60-day deadline for counsel to file an itemized opt-out fee application, which has existed in this District for more than fifteen years, aspirational rather than mandatory.

B. Consequence of Not Timely Filing an Itemized Opt-Out Application

Notwithstanding that the Court finds it cannot grant leave to file the itemized opt-out Application out of time, that still leaves the question of where that leaves Debtor’s counsel. Should they receive the no-look fee established in this District pursuant to LBR 2016-1(b)(2)(A) and (B), and General Order No. 50-1 (entered Feb. 24, 2021), or should they be denied all fees? Based on the case law and this Court’s experience, it appears that either outcome is a possibility. However, in this particular case the Disclosure and Plan both set forth Debtor’s agreement to pay counsel \$6,000 (more than the no-look fee), the Plan was successfully confirmed in the span of less than

three months, counsel file the itemized Application within three weeks of the deadline, and the form Confirmation Order awarded counsel the no-look fee. *See* Disclosure at I.1 (Doc. 1 at 45-46) (“For legal services, I have agreed to accept . . . \$6,000.00* . . . *Estimated. Debtor will itemize and file fee application”); Confirmation Order at 2, ¶ 10 (providing that “[u]nless otherwise ordered by the Court, the attorney for the Debtors is allowed the attorney fee set forth in the *Disclosure of Compensation of Attorney for Debtor and Application for Allowance of Fees in Chapter 13 Case* (LBR Form 2016-1(b)), provided the amount requested does not exceed \$4,350.” (citing LBR 2016-1(b)(2)(A) and (B))).

The denial of all fees and expenses in this case would be a harsh outcome and is not warranted given the absence of other “aggravating” factors, although it is within the Court’s discretion to do so. *See In re Alda*, 2010 Bankr. LEXIS 4098, at *11-12 (stating that “denial of a fee application on the grounds that it is untimely, without review of the reasonableness of the fees, is not without precedent.” (citing *Clendenin*, 2007 U.S. Dist. LEXIS 49710 (“affirming bankruptcy court’s denial of fee application on the basis that it was untimely”))). Therefore, in this case the Court finds that counsel is entitled to the no-look fee of \$4,350—the presumptively reasonable fee in chapter 13 cases in this District for “the general legal services performed in a chapter 13 case . . . , whether performed preconfirmation or postconfirmation.”¹⁰ LBR 2016-1(b)(2)(A) and (B); General Order No. 50-1 (entered Feb. 24, 2021). Moreover, because Debtor’s counsel is awarded the no-look fee, they must abide by the corresponding requirement under LBR 2016-1(b)(2)(A) to provide the that “general legal services performed in a chapter 13 case [as listed therein and in General Order 50-1] whether performed preconfirmation or postconfirmation[,]” which are included within the no-look fee, such that counsel may not file itemized applications for additional attorney fees for those services. *See* LBR 2016-1(b)(2)(A)(i)-(xvii); Gen. Order No. 50-1 (amending LBR 2016-1(b)(2)(A)(xii)).

¹⁰ Although the Court is not ruling on the itemized Application given that it was filed out of time, it is notable that the fees sought in this case appear to be on the high side for what seems to be a fairly routine chapter 13 case. *See* Plan (providing for a monthly payment of \$500, a \$30,000 pot plan with a dividend of 0% for allowed nonpriority unsecured claims, a \$1,600 monthly mortgage payment made directly by the debtor, and a nonstandard provision that states “Debtor anticipates the need to replace a vehicle or vehicles during the life of this Plan.”); *see also* Agreed Order (Doc. 20) (increasing the monthly plan payment to \$1,250 starting May 2027). Moreover, seventy-seven percent (77%) of the services set forth in the invoice attached as Exhibit A were charged at a partner rate of \$350, with the remaining time billed at a “law clerk / administrative rate” of \$200, with no paralegal or assistant rates. Although there was also a write-down of 9.2 hours of attorney time, with an apparent value of \$3,220, this rate structure is problematic for a chapter 13 case as has been addressed in a number of opinions issued within this District.

IV. Conclusion

For the foregoing reasons, the *Amended Motion for Leave to File Application for Attorney Fees and Costs Beyond the No-Look Fee* (Doc. 34) (the “Amended Motion”) is hereby **DENIED**. As a result, and because the *Application for Attorney Fees and Costs Beyond the No-Look Fee* (Doc. 28) was filed twenty-two days after the deadline set forth in LBR 2016-1(b)(2)(C), it likewise must be **DENIED**. However, in this case Mr. Blasius and Thomsen Law Group, LLC are determined to still be entitled to the no-look fee allowed under LBR 2016-1(b)(2)(A) and (B), in accordance with the *Order Confirming Chapter 13 Plan (Doc. 7) and Awarding Attorney Fees* (Doc. 22 at ¶ 10) entered on March 11, 2025, but are likewise required to perform the general legal services in this chapter 13 case set forth in LBR 2016-1(b)(2)(A)(i)-(xvii) and General Order No. 50-1 without seeking additional attorney fees under LBR 2016-1(b)(3).

IT IS SO ORDERED.

Copies to: Default List