

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI**

IN RE:

**GLORIA R. HARRIS,

DEBTOR.**

**CASE NO. 12-12325-NPO

CHAPTER 13**

ORDER REGARDING MOTION TO EXAMINE FEES

This matter came before the Court for hearing on January 24, 2013 (the “Hearing”), on the Motion to Examine Fees (the “Motion”) (Dkt. 18) filed by Locke D. Barkley, the chapter 13 trustee (the “Trustee”); the Response to Motion to Examine Fees (the “Response”) (Dkt. 24) filed by the Debtor, Gloria R. Harris (the “Debtor”); the United States Trustee’s Response to Chapter 13 Trustee’s Motion to Examine Fee (the “U.S. Trustee’s Response”) (Dkt. 25) filed by Henry G. Hobbs, Jr., Acting United States Trustee for Region 5 (the “U.S. Trustee”); the Supplemental Response to Motion to Examine Fees (the “Supplemental Response”) (Dkt. 32) filed by the Debtor; and the Supplement to Trustee’s Motion to Examine Fees and Joinder by United States Trustee (the “Joint Supplemental Motion”) (Dkt. 33) filed by the Trustee and the U.S. Trustee in the above-referenced bankruptcy case. At the Hearing, W. Jeffrey Collier represented the Trustee; A.E. (Rusty) Harlow, Jr. represented the Debtor and the Harlow Law Firm; and Margaret O. Middleton represented the U.S. Trustee. Having considered the pleadings, the briefs, and the argument of counsel, the Court finds as follows.¹

¹ The following constitutes the findings of fact and conclusions of law of the Court pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure.

Jurisdiction

The Court has jurisdiction over the parties to and the subject matter of this proceeding pursuant to 28 U.S.C. § 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (B) and (O). Notice of the Motion was proper under the circumstances.

Facts

1. The Debtor retained the Harlow Law Firm to represent her in a potential bankruptcy case. On June 8, 2012, the Harlow Law Firm filed a petition for relief (the “Petition”) (Dkt. 1) on behalf of the Debtor under chapter 13 of the U.S. Bankruptcy Code.²

2. In connection with the Petition, the Harlow Law Firm prepared a “Statement of Financial Affairs” (“SOFA”) (Dkt. 7). Item 9 of SOFA indicates that “within one year immediately preceding the commencement of this case” the Debtor paid the Harlow Law Firm \$500.00 in “[f]iling fees and expenses.” (Dkt. 7 at 25).

3. Attached as an exhibit to the Supplemental Response is an itemization of “Fee & Cost Transactions” incurred by the Harlow Law Firm during the Debtor’s case (the “Itemization”) (Supp. Resp. Ex. A). Under the heading “*Fees*,” the Itemization shows a total of 20.95 billable hours performed by the Harlow Law Firm. Under the heading “*Costs*,” the Itemization includes nine entries. The largest single entry is in the amount of \$281.00, which consists of a \$235.00 statutory filing fee and a \$46.00 administrative fee. *See* 28 U.S.C. § 1930(a)(1)(B), (b). There is also an entry in the amount of \$35.00, which is described as a credit report fee. The remaining seven entries may be divided into three categories of “*Costs*”:

² Hereinafter, the “Code” refers to the United States Bankruptcy Code found at title 11 of the United States Code, and all code sections refer to the Code unless otherwise noted.

(1) photocopying (\$27.25); (2) postage (\$13.50); and (3) mileage (\$111.51). The total costs in the Itemization are \$468.26.³

4. At the Hearing, Kathi C. Wilson (“Wilson”), an attorney associated with the Harlow Law Firm, testified that the Harlow Law Firm charged all chapter 13 debtors \$500.00. Wilson further testified that this amount was an estimate of actual expenses. In other words, the amount was not based on any actual expense incurred by the Harlow Law Firm at the time it was charged.

5. In the “Disclosure of Compensation of Attorney for Debtor(s)” (the “Disclosure”) (Dkt. 7), the Harlow Law Firm certified that it had agreed to accept compensation in the amount of \$3,000.00 “for services rendered or to be rendered on behalf of the [Debtor] in contemplation of or in connection with the bankruptcy case,” which was payable through the Debtor’s chapter 13 plan. (Dkt. 7 at 31). Of particular relevance to the Motion, the Harlow Law Firm further certified in the Disclosure that “[p]rior to the filing of this statement I have received \$0.00” from the Debtor. (*Id.*). In other words, SOFA showed that the Harlow Law Firm had previously collected \$500.00 from the Debtor that was not listed in the Disclosure.

6. Consistent with the Disclosure, the Debtor proposed a plan (the “Plan”) (Dkt. 9) that reflected her agreement to pay the Harlow Law Firm \$3,000.00 through the Plan. Moreover, the Plan indicated that the Debtor had not “previously paid” the Harlow Law Firm any “[a]ttorney fee.” (Dkt. 9 at 3). The Plan was confirmed by the Court on August 24, 2012. (Dkt. 19).

7. The Trustee filed the Motion on August 23, 2012. In the Motion, the Trustee alleges that the expenses charged the Debtor, with the exception of the \$281.00 filing fee and the

³ \$468.26 = \$281.00 + \$35.00 + \$27.25 + \$13.50 + \$111.51.

\$35.00 credit report fee, are unreasonable because they exceed the \$3,000.00 fee (the “No-Look Fee”) that the Harlow Law Firm had agreed to accept as full compensation for the services it rendered and the expenses it incurred during its representation of the Debtor. The Trustee contends that the expenses for photocopying, postage, and mileage that the Harlow Law Firm charged the Debtor are already included within the No-Look Fee, and, thus, the Harlow Law Firm may not recover these additional expenses without first filing an application setting forth a detailed statement of all pre-petition and post-petition services rendered to date, and all actual and necessary expenses incurred, as required by Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Fee Application”).⁴ The Trustee asks the Court to examine the payments previously made by the Debtor to the Harlow Law Firm and those payments she agreed to make in the Plan pursuant to § 329(b) and FED. R. BANKR. P. 2017(a).

8. The U.S. Trustee asserts in the U.S. Trustee’s Response that in addition to this case, the Harlow Law Firm has filed “Disclosure of Compensation of Attorney for Debtor(s)” forms indicating that it has charged the No-Look Fee in fourteen (14) other chapter 13 consumer cases since 2006.⁵ In all of these same cases, however, the Harlow Law Firm disclosed a payment of \$500.00, described as “Filing Fees and Expenses,” on the “Statement of Financial

⁴ Rule 2016 provides that “[a]n entity seeking interim or final compensation for services, or reimbursement of necessary expenses, from the estate shall file an application setting forth a detailed statement of (1) the services rendered, time expended and expenses incurred, and (2) the amounts requested.” FED. R. BANKR. P. 2016(a); *see also* MISS. BANKR. L.R. 2016-1.

⁵ Attached as an exhibit to the U.S. Trustee’s Response is a list of 105 chapter 13 consumer cases initiated by the Harlow Law Firm from October 27, 2006, through October 24, 2012. (U.S. Trustee’s Resp., Ex. 1). The list does not include every case handled by the Harlow Law Firm, only those cases that remain open. Of this total of 105 cases, seventeen (17) cases, including this case, are assigned to the undersigned judge. This Opinion addresses only those seventeen (17) cases.

Affairs” forms. In two additional cases, the Harlow Law Firm disclosed that it had received payments in advance from the debtors but did not specify the amounts.

Discussion

In the Northern District of Mississippi, attorneys representing chapter 13 debtors may receive payment for their legal services under the No-Look Fee established by the “Amended Standing Order Regarding Attorney Fees in Chapter 13 Cases” (the “Standing Order”).⁶ The No-Look Fee fixes a standardized “fee for the attorney for the debtor of up to \$3,000.00” that the attorney may charge a chapter 13 debtor without filing a Fee Application. *See Sikes v. Crager (In re Crager)*, 691 F.3d 671 (5th Cir. 2012) (upholding bankruptcy court’s award of no-look fee under similar standing order). The issue here is whether the Harlow Law Firm violated the Standing Order by charging the Debtor more than the No-Look Fee. This issue arises in large part because of an ambiguity in the Standing Order as to whether the No-Look Fee encompasses an attorney’s expenses. The Court begins its analysis of the Standing Order by reviewing the criteria for awarding reasonable compensation enumerated in § 330(a)(3) and expenses set forth in § 330(a)(1)(B).

A. Reasonable Compensation and Reimbursable Expenses

In chapter 13 consumer cases, a bankruptcy court may award a debtor’s attorney “reasonable compensation . . . for representing [the debtor’s] interests . . . in connection with the bankruptcy case based on a consideration of the benefit and necessity of such services to the debtor and the other factors set forth in this section.” 11 U.S.C. § 330(a)(4)(B). These factors

⁶ *See* U.S. Bankruptcy Court for the Northern District of Mississippi, Amended Standing Order Regarding Attorney Fees in Chapter 13 Cases (effective Feb. 1, 2012), *available at* <http://www.msnb.uscourts.gov>. A copy of the Standing Order at issue is attached to this Opinion as an appendix. A similar standing order has been entered in the Southern District. *See* U.S. Bankruptcy Court for the Southern District of Mississippi, Standing Order Regarding Attorney Fees in Chapter 13 Cases (effective Feb. 1, 2012), *available at* <http://www.mssb.uscourts.gov>.

include “the nature, the extent, and the value” of the attorney’s services, as well as the other factors identified in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974), and codified in § 330(a)(3).

1. Lodestar Method and Reasonable Compensation for Services

The Fifth Circuit Court of Appeals has traditionally used the lodestar method to calculate the reasonableness of compensation for legal services under § 330(a)(3). *In re Cahill*, 428 F.3d 536, 539-40 (5th Cir. 2005). A lodestar amount is computed by multiplying the number of hours an attorney would reasonably spend for the same type of work by a reasonable hourly rate. *Am. Benefit Life Ins. Co. v. Baddock (In re First Colonial Corp. of Am.)*, 544 F.2d 1291, 1298-1300 (5th Cir. 1977) (using lodestar method in bankruptcy cases). Adjustments to the initial lodestar amount are then applied based on the factors contained in § 330 and the specifics of the case. *Id.* As a practical matter, application of the lodestar method requires a court to review on a case-by-case basis contemporaneous time records describing in detail the specific services provided.

2. Reimbursable Expenses

In addition to reasonable compensation, a debtor’s attorney may seek reimbursement of actual and necessary expenses under § 330(a)(1)(B).⁷ There is some disagreement among bankruptcy courts as to the definition of reimbursable expenses. *See In re Tom Carter Enters., Inc.*, 55 B.R. 548, 552 (Bankr. C.D. Calif. 1985) (disallowing photocopying, travel expenses, and postage). Generally, overhead is not considered a reimbursable expense because overhead is

⁷ Section 330(a)(1)(B) provides:

After notice . . . and a hearing, . . . the court may award to a . . . professional person employed under section 327 or 1103 . . . reimbursement for *actual, necessary* expenses.

11 U.S.C. § 330(a)(1)(B) (emphasis added).

viewed as a component of an attorney's hourly rate and, therefore, is already accounted for in the lodestar calculation. *In re Cumberland Bolt & Screw, Inc.*, 44 B.R. 915 (Bankr. M.D. Tenn. 1984). For bankruptcy purposes, overhead generally includes "all continuous administrative or general costs or expenses incident to the operation of the firm which cannot be attributed to a particular client or cost." *In re Jensen-Farley Pictures, Inc.*, 47 B.R. 557, 584 (Bankr. D. Utah 1985). This general definition does not draw a bright line of demarcation between overhead and reimbursable expenses. *In re Wildman*, 72 B.R. 700, 731 (Bankr. N.D. Ill. 1987).

3. No-Look Fee

The No-Look Fee established by the Standing Order sets a pre-calculated lodestar amount that a debtor's attorney may voluntarily choose to charge in routine chapter 13 consumer cases.⁸ Under the Standing Order, the Court will generally approve a maximum No-Look Fee of \$3,000.00, unless an objection is raised by a party in interest. The services covered by the No-Look Fee are described in the Standing Order as follows:

[T]he scope of representation by the attorney includes both pre-confirmation and post-confirmation representation of the debtor, except for representation in any adversary proceeding. Basically, once an attorney sets a fee and files a petition for the debtor, the Court expects the attorney to represent the debtor conscientiously until the debtor is granted or denied a discharge or the case is dismissed. This fee shall include, but shall not be limited to, services related to motions to modify the Chapter 13 plan; motions to avoid liens; defending motions seeking relief from the automatic stay and objections to confirmation; objections to claims; as well as, other routine contested proceedings.

(Standing Order ¶ 2). Services rendered in adversary proceedings are expressly excluded from the No-Look Fee. (*Id.*). Instead, an attorney may request additional compensation for services provided in an adversary proceeding under the lodestar method by filing "an appropriate itemized application." (*Id.* ¶ 4). Likewise, in complex cases that require the expenditure of time

⁸ The Standing Order has been amended to adjust the pre-calculated lodestar based on a variety of factors.

beyond typical consumer chapter 13 cases, or that require payment of extraordinary expenses, an attorney may seek additional compensation by filing a Fee Application. (*Id.*).

The benefit of the No-Look Fee is its simplicity and efficiency. The No-Look Fee reduces an attorney's costs by obviating the need for an attorney to keep contemporaneous time records or to prepare a Fee Application. It also promotes the efficient use of judicial resources by eliminating the need for a bankruptcy court "to make the same findings of fact regarding reasonable attorney time expenditures and rates in typical cases for each fee application that they review." *Cahill*, 428 F.3d at 540-41.

B. Harlow Law Firm's Reasonable Compensation and Reimbursable Expenses

The Harlow Law Firm did not file a Fee Application in this case but instead voluntarily choose to accept the No-Look Fee as its compensation. In the Joint Supplemental Motion, the Trustee and U.S. Trustee contend that the Harlow Law Firm exceeded the \$3,000.00 threshold set by the No-Look Fee and, thus, violated the Standing Order by charging the Debtor an additional \$500.00, as reflected in SOFA. The Trustee and U.S. Trustee maintain that even if the \$500.00 paid the Harlow Law Firm's actual and necessary expenses, these expenses are already absorbed by the No-Look Fee. Stated simply, they contend that the Harlow Law Firm's bill for payment in the total amount of \$3,500.00 required a Fee Application, which it did not submit.

In support of their position, the Trustee and U.S. Trustee rely upon *Walton v. The Dellutri Law Group (In re The Dellutri Law Group)*, 482 B.R. 642 (Bankr. M.D. Fla. 2012). There, the United States Trustee objected to a law firm's practice of charging every chapter 13 consumer debtor a pre-petition expense, identified as a "miscellaneous fee" (which varied in amount from \$50.00 to \$150.00). The miscellaneous fee was charged in addition to the no-look fee permitted by a local order governing compensation in chapter 13 cases. The law firm argued that the

miscellaneous fee covered “office overhead costs” attributable to each file. *Id.* at 647. This argument was rejected by the bankruptcy court on the ground that the approach of the no-look fee was holistic. Therefore, an attorney could not seek compensation for services or expenses in excess of the no-look fee.

A practitioner may deviate from compliance with the No-Look Order by maintaining contemporaneous time records, preparing, filing and serving fee applications, and establishing the entitlement to compensation and reimbursement at a hearing. However, a practitioner is not free to deviate from the No-Look Order by collecting undisclosed additional fees, regardless of what moniker is used to identify those “fees.”

Id. at 652. The Trustee and U.S. Trustee assert that *The Dellutri Law Group* is factually analogous and urge the Court to adopt its holding.⁹

1. Standing Order

The Standing Order provides a No-Look Fee of \$3,000.00 for the compensation of legal “services.” Significantly, the Standing Order further states that “[n]o additional fee is to be sought from the debtor or accepted by the attorney without prior Court approval.” (Standing Order ¶ 3). As the Harlow Law Firm points out, the Standing Order does not expressly prohibit the payment of actual and necessary expenses. Indeed, the Standing Order on its face says nothing about expenses. The Harlow Law Firm interprets the omission of the term “expense” as allowing by negative implication the recovery of expenses in addition to the No-Look Fee. The Harlow Law Firm, in effect, invokes the canon of construction, “*expressio unius est exclusio alterius*” (“the expression of some connotes the exclusion of others”). *Teltech Sys., Inc. v. Bryant*, 702 F.3d 232, 238 (5th Cir. 2012).

⁹ Another issue raised in *The Dellutri Law Group* was the failure of the law firm to disclose the additional fees in any of the requisite forms. That issue is not present here.

The Harlow Law Firm's argument would carry more weight if the term "expense" appeared anywhere else in the Standing Order, but it does not. For this reason, the Court does not interpret the omission of the term "expense" as evidencing an intent to exclude expenses from the provision in the Standing Order that "[n]o additional fee [may] be sought from the debtor." Indeed, the silence could just as easily be viewed as the result of an oversight.

Although it is plausible to interpret the Standing Order as disallowing the payment of *any* expense, the Court is aware that certain pre-petition expenses customarily have been considered outside the scope of the No-Look Fee. These pre-petition expenses include: (1) the statutory filing fee charged by the Clerk of the Bankruptcy Court, (2) the charge paid to a credit reporting agency, and (3) the charge paid to a credit counseling agency.¹⁰ These expenses share two important traits; they arise out of a discrete transaction with a third-party provider, and they are clearly and fairly attributable to a particular client. For these two reasons, the Court has previously allowed attorneys to charge debtors for these expenses in addition to the No-Look Fee.¹¹ There is thus support for the argument of the Harlow Law Firm that the Standing Order lacks clarity with respect to the payment of expenses. The Court next examines whether the expenses charged by the Harlow Law Firm are actual and necessary and, if so, whether they fit within the category of expenses customarily allowed by the Court in addition to the No-Look Fee.

¹⁰ With certain exceptions, an individual debtor must receive credit counseling before filing a petition for relief. 11 U.S.C. § 109(h). The Itemization does not show that the Harlow Law Firm paid the credit counseling agency.

¹¹ The \$500.00 payment at issue here was received by the Harlow Law Firm before the commencement of the Debtor's bankruptcy case. This Opinion does not address whether an attorney may advance pre-petition expenses on behalf of a chapter 13 debtor and seek their reimbursement as administrative expenses.

2. Actual and Necessary Expenses

Wilson's testimony at the Hearing established that the \$500.00 payment was collected from the Debtor in anticipation of what the Harlow Law Firm estimated its actual costs might be at the end of the Debtor's case. Notably, Wilson did not testify that the expenses the Harlow Law Firm incurred in the Debtor's case were atypical of those expenses it incurred in routine chapter 13 cases. To the contrary, she testified that it was the uniform policy of the Harlow Law Firm to charge all potential chapter 13 debtors \$500.00. The uniformity of this policy weighs against a finding that the \$500.00 it charged the Debtor constituted the payment of its actual costs. More important, in the Itemization prepared by the Harlow Law Firm, the total amount shown for "*Costs*" is only \$468.26 (less than \$500.00), even assuming that all of these costs are reimbursable.¹² Because § 330 allows an attorney to charge a client only its actual costs and does not allow an attorney to create profit centers by marking up actual costs, the Court disallows \$31.74, the difference between the actual total expense of \$468.26 and the Debtor's payment of \$500.00. The Court next considers what amount of the Harlow Law Firm's actual and necessary costs of \$468.26 is absorbed in the No-Look Fee.

Both the \$35.00 expense for the credit report and the \$281.00 expense for filing the Petition are the result of discrete third-party transactions. As noted previously, the Court has customarily allowed attorneys to charge such expenses in addition to the No-Look Fee. Accordingly, the Court will not require the Harlow Law Firm to return these expenses. The remaining charges of \$152.26 are already included in the No-Look Fee and are disallowed.

¹² The Court does not view the Itemization as an appropriate substitute for Fee Application.

Conclusion

The Harlow Law Firm charged the Debtor \$500.00 before filing the Petition on her behalf and, therefore, should have listed the \$500.00 payment in the Disclosure as having been received from her. *See* 11 U.S.C. § 329(a); FED. R. BANKR. P. 2016(b). From this point forward, the Harlow Law firm shall disclose all payments it receives from debtors in chapter 13 consumer cases in the “Disclosure of Compensation of Attorney for Debtor[s]” form, the “Statement of Financial Affairs” form, and the chapter 13 plan itself.

There are three mitigating factors that weigh in favor of the Harlow Law Firm. First, the Harlow Law Firm disclosed the \$500.00 payment in SOFA, which demonstrates that there was no intent to circumvent the Standing Order. A second mitigating factor is the ambiguity in the Standing Order itself regarding the interplay between the No-Look Fee and the payment of expenses. A third mitigating factor is the forthrightness of the Harlow Law Firm at the Hearing and in the Supplemental Response.¹³

Relatedly, the U.S. Trustee asks the Court to order the disgorgement of fees in sixteen (16) other chapter 13 consumer bankruptcy cases in which the Harlow Law Firm has charged expenses in addition to the No-Look Fee. Because no objection was ever raised in those cases and because the Harlow Law Firm disclosed the advance payments in the “Statement of Financial Affairs” forms filed in each one of those cases, it would be unfair to order the disgorgement of those fees at this juncture, based on these facts. Moreover, there is a question as to the Court’s power to award relief when it does not directly benefit the debtor or the debtor’s

¹³ The Court appreciates the candor and professionalism shown by the Harlow Law Firm. For example, in the Supplemental Response, the Harlow Law Firm stated, “The firm wants to collect what is proper and permissible and nothing else, and [I] ask this Honorable Court[‘s] assistance in determining what, if any, expenses are permissible, and how it should go about collecting the money for any allowable expenses.” (Supp. Resp. at 3).

estate in the case at bar. *See Wells Fargo Bank, N.A. v. Stewart (In re Stewart)*, 647 F.3d 553 (5th Cir. 2011) (holding that the bankruptcy court lacked jurisdiction to order a mortgage company to audit and amend proofs of claims in cases that were pending in the same district but that were not assigned to the same bankruptcy judge).

IT IS, THEREFORE, ORDERED that the Motion is hereby granted in part as set forth herein. In all other respects, the Motion is hereby denied.

IT IS FURTHER ORDERED that \$184.00 is hereby disallowed.


IT IS FURTHER ORDERED that \$184.00 shall be credited against the \$3,000.00 No-Look Fee in the Debtor's chapter 13 plan, which shall be amended by the Harlow Law Firm to reflect this adjustment within fourteen (14) days of the date of this Order.

IT IS FURTHER ORDERED that until such time as the text of the Standing Order can be amended, the Harlow Law Firm, the Trustee, U.S. Trustee, and all parties appearing before the undersigned should interpret the Standing Order as if the third full paragraph read as follows:

All legal services rendered by the debtor's attorney, and all actual and necessary expenses incurred by the debtor's attorney in connection with those services, shall be deemed fully compensated by the \$3,000.00 fee with the exception of the following expenses: (1) the statutory filing fee, 28 U.S.C. § 1930(a)(1)(B), (b); (2) the credit reporting fee, and (3) the credit counseling fee, 11 U.S.C. § 109(h)(1). No additional fee or expense, other than those expenses listed in this paragraph, shall be sought from the debtor or accepted by the attorney without prior Court approval obtained in accordance with Rule 2016 of the Federal Rules of Bankruptcy Procedure.

(Standing Order ¶ 3) (amended language in italics).

SO ORDERED.



Neil P. Olack
United States Bankruptcy Judge
Dated: February 21, 2013

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI**

**AMENDED STANDING ORDER REGARDING
ATTORNEY FEES IN CHAPTER 13 CASES**

If there is no objection raised by a party in interest, in Chapter 13 cases filed on or after February 1, 2012, the Court will generally approve a fee for the attorney for the debtor of up to \$3,000.00.

The fee approved by the Court is on the basis that the scope of representation by the attorney includes both pre-confirmation and post-confirmation representation of the debtor, except for representation in any adversary proceeding. Basically, once an attorney sets a fee and files a petition for the debtor, the Court expects the attorney to represent the debtor conscientiously until the debtor is granted or denied a discharge or the case is dismissed. This fee shall include, but shall not be limited to, services related to motions to modify the Chapter 13 plan; motions to avoid liens; defending motions seeking relief from the automatic stay and objections to confirmation; objections to claims; as well as, other routine contested proceedings.

No additional fee is to be sought from the debtor or accepted by the attorney without prior Court approval.

In large business cases, in cases involving an extraordinary amount of time, or for representation in any adversary proceeding, the Court will consider a request for a fee in excess of the aforesaid amount upon the filing of an appropriate itemized application.

This order amends all previous standing orders regarding the setting of attorney fees in Chapter 13 cases.

SO ORDERED, this the 6th day of January, 2012.

David W. Houston, III
David W. Houston, III

United States Bankruptcy Judge

Entered 1-9-12 at 2:30 A.M.
P.M.
United States Bankruptcy Court
Northern District of Mississippi DW
David J. Puddistor, Clerk