

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

-----X  
In re: :  
: Chapter 11 Cases  
FRUIT OF THE LOOM, INC., *et al.*, :  
: No. 99-04497 (PJW)  
Debtors. :  
: Jointly Administered  
-----X

**SIXTH AND FINAL APPLICATION OF BELL, BOYD & LLOYD LLC, AS  
COUNSEL FOR FRUIT OF THE LOOM, UNDER 11 U.S.C. §§ 330 AND 331,  
SEEKING APPROVAL AND ALLOWANCE OF COMPENSATION FOR  
SERVICES RENDERED AND FOR REIMBURSEMENT OF EXPENSES**

Name of Applicant: Bell, Boyd & Lloyd LLC

Authorized to Provide  
Professional Services to: Fruit of the Loom, Inc., *et al.*

Date of Retention: November, 2000

Period for which compensation  
and reimbursement is sought: March 1, 2002 through April 30, 2002

Amount of Compensation  
requested for this Application: \$ 27,138.75

Amount of Expense  
Reimbursement requested: \$ 815.42

Total Amount Requested: \$ 90,306.42 (See Application attached hereto)

This is an:    interim   x   final application.

**PRIOR APPLICATIONS**

<b><u>PERIOD COVERED</u></b>	<b><u>TOTAL REQUESTED (FEES AND EXPENSES)</u></b>	<b><u>TOTAL ALLOWED</u></b>	<b><u>AMOUNT WITHHELD</u></b>
11-1-00 – 6-30-01	\$ 186,873.05	\$ 186,873.05	\$ 33,669.40
11-1-00 – 6-30-01	439,813.99	439,813.99	80,626.65
7-1-01 – 9-30-01	71,550.62	71,550.62	13,855.95
10-01-01 – 12-31-01	131,737.81	131,737.81	24,149.00
1-01-02 – 2-28-02	<u>52,575.14</u>	<u>52,575.14</u>	<u>10,051.25</u>
	\$882,550.61	\$882,550.61	\$162,352.25
Less retainer			<u>(100,000.00)</u>
			\$ 62,352.25

The total time expended for the preparation of this application is approximately 3.5 hours and the corresponding compensation requested is approximately \$1,412.50. (This amount is included in this final fee application).

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re: :  
: Chapter 11 Cases  
: FRUIT OF THE LOOM, INC., et al., : No. 99-04497 (PJW)  
: : Jointly Administered  
Debtors. :  
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**SIXTH AND FINAL APPLICATION OF BELL, BOYD & LLOYD LLC,  
AS COUNSEL FOR FRUIT OF THE LOOM, UNDER 11 U.S.C.  
§§ 330 AND 331, SEEKING PAYMENT OF COMPENSATION  
FOR SERVICES RENDERED AND FOR REIMBURSEMENT OF EXPENSES**

Pursuant to the Revised Compensation Order (defined below), Bell, Boyd & Lloyd LLC (“Bell Boyd”), counsel for Fruit of the Loom, Inc. and Union Underwear Company, Inc., d/b/a Fruit of the Loom in (i) certain matters of a general nature; (ii) a Department of Labor case; (iii) matters relating to employee benefits; and (iv) claims against Warnaco in Warnaco’s bankruptcy (items (i) through (iv) above are collectively referred to as the “Covered Matters”), submits this sixth and final application (the “Sixth and Final Application”) to the Court pursuant to 11 U.S.C. §§ 330 and 331, Rule 2016 of the Federal Rules of Bankruptcy Procedure, Order No. 32 of the Local Rules of Bankruptcy Procedure (“Local Order No. 32”), and the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330, dated as of January 30, 1996 (the “U.S. Trustee Guidelines”), for allowance of compensation for professional services rendered in the amount of \$27,138.75, and reimbursement of the actual, reasonable, and necessary expenses incurred in the amount of \$815.42 during the period from March 1, 2002 to April 30, 2002, for a total award of \$27,954.17 and payment from Fruit of the Loom in the amount of \$90,306.42 (representing

100% of the total compensation due for professional services rendered during the period March 1, 2002 to April 30, 2002, and the remaining 20% of professional services rendered during the period November 1, 2000 through February 28, 2002 less the \$100,000 retainer received by the Firm in January 2001, and reimbursement of 100% of the actual, reasonable and necessary expenses incurred on the Covered Matters during the period March 1, 2002 to April 30, 2002), and represents as follows:

### **Introduction**

1. Chapter 11 Filing. On December 29, 1999 (the "Petition Date"), Fruit of the Loom commenced reorganization cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (as amended, the "Bankruptcy Code"). Fruit of the Loom continues to operate its businesses and manage its property as debtor-in-possession under sections 1107(a) and 1108 of the Bankruptcy Code.

2. Creditors' Committee. On January 10, 2000, the United States Trustee (the "U.S. Trustee") appointed an Official Committee of Unsecured Creditors of Fruit of the Loom (the "Creditors' Committee") in Fruit of the Loom's chapter 11 cases. No trustee or examiner has been appointed in these chapter 11 cases.

3. Jurisdiction. The Court has jurisdiction over this Sixth and Final Application under 28 U.S.C. § 1334, which is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of Fruit of the Loom's chapter 11 cases and this Sixth and Final Application in this district is proper under 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 330 and 331 of the Bankruptcy Code and Local Order No. 32. This Sixth and Final Application is made pursuant to the Order of this Court, under 11 U.S.C. §§ 105(a) and 331, Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated as of December 30, 1999 (the "Compensation Order"), as

amended by that certain Agreed Amended Administrative Compensation Order Establishing Revised Procedures For Interim Compensation and Reimbursement of Expenses of Professionals, dated as of December 27, 2000 (the "Revised Compensation Order"). A copy of the Revised Compensation Order is attached hereto as Exhibit A.

**Retention of Bell Boyd and Billing History**

4. This Sixth and Final Application is Bell Boyd's sixth application for approval and allowance of compensation and reimbursement of expenses. Bell Boyd's First Interim Application was filed on August 9, 2001, and related to work performed through June 30, 2001 on a patent infringement claim brought by Fruit of the Loom against Sara Lee, Inc. Bell Boyd's retention in the case against Sara Lee as counsel for Fruit of the Loom was authorized pursuant to the Order (the "Retention Order"), under 11 U.S.C. § 327(a) and Fed. R. Bankr. P. 2014 and 5002, Approving Retention and Employment of Bell Boyd as Counsel, entered by this Court on December 13, 2000. Bell Boyd makes this Sixth and Final Application for payment of compensation and reimbursement of expenses pursuant to sections 330 and 331 of the Bankruptcy Code and the Revised Compensation Order.

5. Except for the interim applications Nos. 1-5 requesting relief for 80% of the value of professional services rendered during the periods covered by those applications, no prior application has been made to this or any other court for the relief requested herein, nor has payment been received by Bell Boyd for legal services provided to and on behalf of Fruit of the Loom, or for out-of-pocket expenses incurred in connection therewith, during the Sixth and Final Compensation Period for the Covered Matters.

6. Bell Boyd has not entered into any agreement, express or implied, with any other party for the purpose of fixing or sharing fees or other compensation to be paid for professional services rendered in these cases.

7. No promises have been received by Bell Boyd or any member thereof as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code.

#### **I. SIXTH AND FINAL APPLICATION**

8. By this Sixth and Final Application, Bell Boyd is seeking (a) allowance of reasonable compensation for actual and necessary professional services rendered by Bell Boyd, and reimbursement of actual, reasonable and necessary expenses incurred by Bell Boyd in connection with the rendition of professional services in connection with the Covered Matters during the period from March 1, 2002 through April 30, 2002, and (b) payment from Fruit of the Loom of the remaining 20% of the professional services rendered during the period November 1, 2000 through February 28, 2002, less the \$100,000 retainer received by the Firm in January 2001 and 100% of the remaining expense reimbursement requested hereunder.

9. Bell Boyd seeks allowance of the sum of \$116,885.59 for actual, reasonable and necessary legal services rendered on behalf of Fruit of the Loom by Bell Boyd during the period March 1, 2002 through April 30, 2002 in connection with the Covered Matters and \$815.42 reimbursement of actual, reasonable and necessary expenses incurred in connection with the rendition of such services and the remaining 20% of the professional services rendered during the period November 1, 2000 through February 28, 2002, less the \$100,000 retainer received by the Firm in January 2001. The fees sought by the Sixth and Final Application include an aggregate of 73.80 hours of attorney and paraprofessional time spent and recorded in performing services for Fruit of the Loom during the period from March 1, 2002 through April 30, 2002, at a blended average hourly rate of \$367.73 for both professionals and paraprofessionals.

10. Bell Boyd rendered all services for which compensation is sought to Fruit of the Loom solely in connection with the Covered Matters, in furtherance of the duties and functions of Fruit of the Loom, and not on behalf of any creditor or other person.

11. Bell Boyd maintains written records of the time expended in the rendition of the professional services required by Fruit of the Loom. These records are maintained in the ordinary course of Bell Boyd's practice. For the convenience of the parties, prefixed hereto as part of the cover sheet is a comprehensive billing summary for the period March 1, 2002 through April 30, 2002, setting forth the name of each Bell Boyd attorney and paraprofessional for whose work on these cases compensation is sought, each attorney's year of bar admission, the aggregate of the time expended by each such attorney and paraprofessional, the current hourly billing rates for each professional at Bell Boyd's billing rates, and an indication of the individual amounts requested as part of the total amount of compensation requested for such period. Also set forth in the billing summary is additional information indicating whether each attorney is a partner or associate, how many years each attorney has held this position, and each attorney's area of concentration. (See First through Fifth Interim Applications for similar information for the period from November 1, 2000 through February 28, 2002.) The compensation requested by Bell Boyd is based on the customary compensation charged by comparably skilled practitioners in cases other than cases under title 11.

12. Annexed hereto as Exhibit B are time entry summaries broken down by project category, based on the U.S. Trustee Guidelines, setting forth a detailed list of services performed by each attorney and paraprofessional on behalf of Fruit of the Loom for the period March 1, 2002 through April 30, 2002. (See First through Fifth Interim Applications for similar information for the period from November 1, 2000 to February 28, 2002.)

## **II. SUMMARY OF PROFESSIONAL SERVICES RENDERED**

13. The following summary is intended to highlight the services rendered by Bell Boyd on behalf of Fruit of the Loom on the Covered Matters, and it is not meant to be a detailed description of the work performed. Detailed descriptions of the day-to-day services provided by Bell Boyd and the time expended performing such services in each project billing category are fully set forth in Exhibit B.

14. a) In the general matter, Bell Boyd's work consisted of responding to an audit letter request and work on fee petitions.

b) In the Department of Labor investigation Bell Boyd spent a considerable amount of time reviewing corporate files, preparing responses to Department of Labor subpoenas, meeting with Fruit of the Loom representatives and representatives of the Department of Labor.

c) In the Benefit Plan matter Bell Boyd counseled on and prepared documentation in connection with a partial benefit plan termination, prepared benefit plan amendments, and prepared required documentation for filing with the Internal Revenue Service.

d) With respect to the Warnaco matter, on August 26, 1991, Fruit of the Loom ("FOL") and Warnaco Inc. ("Warnaco") entered into a License Agreement (as subsequently amended and extended) (the "License") wherein FOL granted to Warnaco the right to manufacture, distribute, and sell certain Licensed Articles bearing the Licensor's Trademarks, all as specifically defined in the License. By its terms, the License was set to expire on December 31, 2001, unless sooner terminated. By letter dated April 17, 2001, FOL notified Warnaco of termination of the License, alleging a series of material defaults that were incurable or had not been timely cured by Warnaco after prior notice. The terms of the License prohibited Warnaco from manufacturing, selling, or disposing of Licensed Articles following receipt of



such termination notice and required Warnaco to pay FOL liquidated damages following such termination. Warnaco disputed that the License was properly terminated and stated its intention to continue to manufacture and sell FOL Licensed Articles.

As a result, FOL retained Bell Boyd to protect its rights under the License against the backdrop that Warnaco itself was threatening to file its own bankruptcy petition. BBL prepared and filed a complaint against Warnaco, alleging a variety of causes of action. Though Warnaco had previously resisted settlement overtures, as a result of FOL's complaint having been filed and Warnaco's reporting requirements, Warnaco promptly settled the matters raised by FOL's termination of the License. Bell Boyd was instrumental in negotiating and documenting a confidential Settlement Agreement between the parties. Under the Settlement Agreement, FOL received virtually all of the License Fees and Advertising Support Fees to which FOL believed it was entitled under the License in three installments due in May, July, and October 2001. In return, FOL agreed to permit Warnaco to continue manufacturing and distributing Licensed Articles on a limited non-exclusive basis and dismissed its complaint.

On the effective date of the Settlement Agreement, Warnaco transmitted the May payment to FOL. Three weeks later, on June 11, 2001, Warnaco filed its own bankruptcy petition with the United States Bankruptcy Court for the Southern District of New York. Following the petition date, Warnaco continued to manufacture and sell FOL licensed articles as permitted under the Settlement Agreement, and made the July payment as required. However, when Warnaco had disposed of its inventory of licensed articles in early October, 2001, it simply failed to make the October payment due in the amount of \$1,212,500.<sup>1</sup> Instead, three days later,

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<sup>1</sup> Although the terms of the Settlement Agreement were confidential, Warnaco disclosed all of the material terms in its own bankruptcy case and subsequently filed the Settlement Agreement with the bankruptcy court.

Warnaco filed a Motion to Reject the Settlement Agreement in its bankruptcy case, seeking to leave FOL with an unsecured claim for the October payment.

At FOL's request, Bell Boyd prepared an Opposition to the Motion to Reject and a Request for an Administrative Expense which would have allowed FOL to be paid in full. The bankruptcy court nevertheless granted Warnaco's Motion to Reject and denied FOL's Request for an Administrative Expense. Bell Boyd has filed an appeal of the bankruptcy court's denial of an administrative expense on behalf of FOL with the United States District Court for the Southern District of New York.

15. Bell Boyd attorneys were required to render services during the Sixth and Final Compensation Period on a regular basis. At times, the Bell Boyd attorneys working on the Covered Matters were required to devote substantial amounts of their time to these matters, to the exclusion of other clients. It is accordingly not possible to detail the many drafting sessions, conferences, telephone conversations, negotiating sessions, and other matters that occupied Bell Boyd on a daily basis.

### **III. EXPENSES**

16. Bell Boyd has expended the sum of \$815.42 in actual, reasonable, and necessary expenses in connection with representing Fruit of the Loom and in the Covered Matters in its efforts to maintain Fruit of the Loom's estates during the period March 1, 2002 to April 30, 2002. Bell Boyd maintains records of all actual and necessary expenses incurred in connection with the performance of professional services. A summary and the monthly totals for these expenses are annexed hereto as Exhibit C.

17. In connection with the reimbursement of actual, reasonable and necessary expenses, it is Bell Boyd's policy to charge its clients in all areas of practice for expenses, other

than fixed and routine overhead expenses, incurred in connection with representing its clients. The expenses charged to Bell Boyd's clients include, among other things, telephone and telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, photocopying charges, out-of-town travel expenses, local transportation expenses, expenses for working meals, computerized research, transcription costs, as well as non-ordinary overhead expenses particularly attributable to an individual client or cases such as secretarial and other overtime.

18. Bell Boyd charges Fruit of the Loom for these expenses at rates consistent with those charged to Bell Boyd's other clients, which rates are equal to the rates charged by Bell Boyd to its non-bankruptcy clients. Bell Boyd seeks reimbursement from Fruit of the Loom at the following rates for the following expenses: (a) ten cents per page for photocopying; (b) no charge for incoming facsimiles; and (c) one dollar per page for out-going facsimiles. In accordance with section 330 of the Bankruptcy Code and with the U.S. Trustee Guidelines, Bell Boyd will seek reimbursement only for the actual cost of such expenses to Bell Boyd.

19. In providing or obtaining from third parties services which are reimbursable by clients, Bell Boyd does not include in such reimbursable amount any costs of investment, equipment or capital outlay, except that the reimbursable cost of photocopying and faxes includes a factor for the cost of equipment.

20. Attorneys at Bell Boyd have not incurred expenses for luxury accommodations, deluxe meals or air travel in excess of coach fares. Throughout the Sixth and Final Compensation Period, Bell Boyd has been keenly aware of cost considerations and has tried to minimize the expenses charged to Fruit of the Loom's estates.

#### **IV. FINAL APPROVAL OF COMPENSATION AWARDED ON INTERIM BASIS**

21. Prior to the filing of this Application, the Court has entered orders approving on an interim basis fees and expenses for Bell Boyd in the amount of \$882,550.61.

22. In addition to requesting that this Court enter an order authorizing and directing payment of the fees and expenses during the time period covered by this Application, Bell Boyd requests that this Court enter an order awarding payment of fees and reimbursement of expenses previously awarded on an interim basis.

#### **V. RELEVANT LEGAL STANDARDS FOR AWARDING ATTORNEYS' FEES**

23. The allowance of compensation for services rendered and reimbursement of expenses in bankruptcy cases is governed by section 330 of the Bankruptcy Code. With respect to the level of compensation, section 330(a)(1) of the Bankruptcy Code provides, in pertinent part, that the Court may award to a professional person: "reasonable compensation for actual, necessary services rendered." Section 330(a)(3)(A), in turn, provides that:

In determining the amount of reasonable compensation to be awarded, the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors, including –

(A) the time spent on such services;

(B) the rates charged for such services;

(C) whether the services were necessary to the administration of, or beneficial at the time which the service was rendered toward the completion of, a case under this title;

(D) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issues or task addressed; and

(E) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

11 U.S.C. § 330(a)(3)(A). The congressional policy expressed in this statute is to provide for adequate compensation in order to continue to attract qualified and competent professionals to bankruptcy cases.

24. To award compensation and reimbursement of expenses under section 330 of the Bankruptcy Code, the court must find that such requests are reasonable. Courts determine the reasonableness of a compensation application by considering the nature, extent, and value of the services provided by the professional seeking compensation and the comparable cost of such services in a non-bankruptcy context. Zolfo, Cooper & Co. v. Sunbeam-Oster Company, 50 F.3d 253, 258 (3d Cir. 1994). When considering professional compensation requests, the Third Circuit applies the ‘market driven approach,’ which focuses on the costs for comparable services in a non-bankruptcy context. Zolfo Cooper, 50 F.3d at 258; see also Busy Beaver, 19 F.3d at 850 (“Congress rather clearly intended to provide sufficient economic incentive to lure competent bankruptcy specialists to practice in the bankruptcy courts”) (citation and internal quotation marks omitted).

25. Bell Boyd respectfully submits that a consideration of the foregoing factors and standards should result in this Court’s allowance of the full compensation sought.

26. The professional services rendered by Bell Boyd have required a high degree of professional competence and expertise so that the numerous issues requiring evaluation and action could be addressed with skill and dispatch. It is respectfully submitted that the services rendered to Fruit of the Loom in connection with the Covered Matters were performed efficiently, effectively, and economically, and the results obtained to date have benefited Fruit of the Loom and its estates.

## **VI. NOTICE**

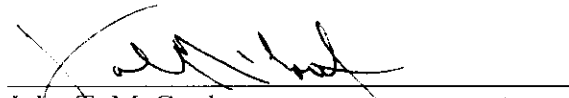
27. No trustee or examiner has been appointed in these Chapter 11 cases. Pursuant to the Revised Compensation Order, a copy of this Sixth and Final Application has been given to (a) the United States Trustee, (b) Fruit of the Loom, (c) counsel for the Creditors' Committee, (d) counsel to Fruit of the Loom's debtor-in-possession lenders, and (e) counsel for the lease agent under a purported synthetic lease, and notice of the filing of this Sixth and Final Application has been given to all other parties that have requested receipt of notices in these cases. Bell Boyd submits that no further notice need be given.

WHEREFORE, Bell Boyd respectfully requests that this Court enter an order:

(1) allowing Bell Boyd on a final basis compensation for professional services rendered in the amount of \$27,138.75, and reimbursement of the actual, reasonable, and necessary expenses incurred in the amount of \$815.42, for a total award of \$27,954.17 for the period of March 1, 2002 through April 30, 2002; (2) allowing Bell Boyd on a final basis all fees and expenses previously awarded on an interim basis in the amount of \$882,550.61; (3) authorizing Bell Boyd to apply the retainer received by Bell Boyd in the amount of \$100,000 to Bell Boyd's outstanding fees and costs incurred in Debtor's behalf; (4) authorizing and directing the Debtor to pay Bell Boyd the total amount of \$90,306.42, representing the total amount of fees and expenses previously awarded along with the award of fees and expenses herein less prior payments from the Debtor and less the amount of the retainer paid to Bell Boyd in the amount of \$100,000; and (5) such other and further relief as the Court deems just and necessary.

Dated: Chicago, Illinois  
July 2, 2002

**BELL, BOYD & LLOYD LLC**  
Counsel for Fruit of the Loom, Inc.



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John T. McCarthy  
BELL, BOYD & LLOYD LLC  
70 West Madison Street, Suite 3300  
Chicago IL 60602

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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In re:	:	
	:	Chapter 11 Cases
	:	
FRUIT OF THE LOOM, INC., <u>et al.</u> ,	:	No. 99-04497 (PJW)
	:	Jointly Administered
Debtors.	:	
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**AFFIDAVIT OF JOHN T. McCARTHY**

STATE OF ILLINOIS        )  
  ) SS.:  
COUNTY OF COOK        )

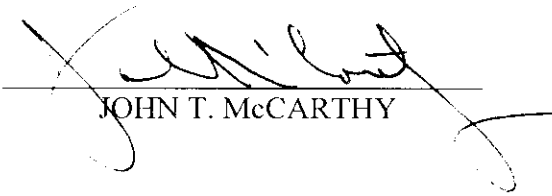
John T. McCarthy being duly sworn, deposes and says:

1. I am a member of the firm of Bell, Boyd & Lloyd LLC ("Bell Boyd"), which maintains an office for the practice of law at 70 West Madison Street, Chicago, Illinois 60602, among other locations. I am admitted to practice law in the courts of Illinois and the United States District Court for the Northern District of Illinois. I submit this affidavit in connection with Bell Boyd's Sixth and Final Application (the "Bell Boyd Sixth and Final Fee Application") for fees earned and expenses incurred as a result of Bell Boyd's representation of Fruit of the Loom, Inc. and Union Underwear Company, Inc., d/b/a Fruit of the Loom, in the Covered Matters referred to in the Sixth and Final Application. I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.

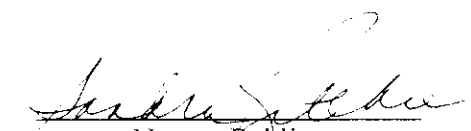
2. I have reviewed the requirements of Order No. 32 (the "Order") of the Local Rules for the United States Bankruptcy Court for the District of Delaware. To the



best of my knowledge, the Bell Boyd Sixth and Final Fee Application complies with the requirements of the Order.

  
JOHN T. McCARTHY

SWORN TO AND SUBSCRIBED  
before me this 2nd day of July, 2002

  
Notary Public



# **EXHIBIT "A"**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	Chapter 11
FRUIT OF THE LOOM, INC.,	)	
et al. <sup>1</sup> ,	)	Case Nos. 99-04497 (PJW)
	)	
Debtors.	)	(Jointly Administered)

**AGREED AMENDED ADMINISTRATIVE COMPENSATION ORDER;  
PURSUANT TO SECTIONS 105(a) and 331 OF THE BANKRUPTCY CODE,  
ESTABLISHING REVISED PROCEDURES FOR INTERIM COMPENSATION  
AND REIMBURSEMENT OF EXPENSES OF PROFESSIONALS**

COMES NOW, the Office of the United States Trustee (the "Trustee") and Fruit of the Loom, Inc. and together with the other debtors and debtors-in-possession in the above-captioned cases, "Fruit of the Loom" or the "Debtors"), by and through their undersigned counsel, and submit this Agreed Amended Administrative Compensation Order, pursuant to Sections 105(a) and 331 of the Bankruptcy Code, Establishing Revised Procedures for the Interim Compensation and Reimbursement of Expenses of Professionals (the "Agreed Order"). This Agreed Order amends

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<sup>1</sup> The Affiliated Debtors are Fruit of the Loom, Ltd., NWI Land Management Corp., Union Underwear Company, Inc., Aliceville Cotton Mill Inc., Fruit of the Loom Arkansas, Inc., The B.V.D. Licensing Corp., FOL Caribbean Corp., Fayette Cotton Mill, Inc., Fruit of the Loom, Texas, Inc., Fruit of the Loom Caribbean, Inc., FTL Sales Company, Inc., Union Yarn Mills, Inc., Greenville Manufacturing, Inc., Winfield Cotton Mill, Inc., Martin Mills, Inc., Leesburg Knitting Mills, Inc., Salem Sportswear Corporation, Rabun Apparel, Inc., Whitmire Manufacturing, Inc., Fruit of the Loom, Inc. ( a New York corporation), ProPlayer, Inc., Gitano Fashions, Ltd., Jet Sew Technologies, Inc., Union Sales, Inc., Artex Manufacturing Co., Inc., FTL Investments, Inc., FTL Regional Sales Co., Inc., Leesburg Yarn Mill, Inc., Salem Sportswear, Inc., Fruit of the Loom Trading Company, DeKalb Knitting Corp., FTL Systems, Inc., and Sherman Warehouse Corp.

the existing Administrative Compensation Order entered by this Court on December 30, 1999 (the "Existing Interim Compensation Order") and establishes revised compensation procedures by which the Professionals specifically retained pursuant to an order of the Court may seek the interim payment of compensation and reimbursement of expenses in accordance with the following procedures (the "Revised Compensation Procedures").

The Debtors and Trustee believe that the Existing Interim Compensation Order has imposed an undue burden on the Court, as well as imposing unnecessary hardships on the estates' professionals and causing uncertainty with respect to these estates' cash needs and availability. The procedure requires the Court, which has one of the busiest bankruptcy dockets in the nation, to review Monthly Fee Applications before the Debtors can make payments to the Professionals. This has resulted in an uncertain timetable for approval and payment of interim fee applications under the Existing Interim Compensation Order, which has created uncertainty with respect to the Debtors' cash needs and availability.

On November 16, 2000, in the In re Mariner Post-Acute Network<sup>2</sup> and In Re Mariner Health Group, Inc.,<sup>3</sup> chapter 11 cases, Judge Walrath issued an opinion (the "Mariner Opinion") and

<sup>2</sup> No. 00-113 (MEW) (Bankr. D. Del.).

<sup>3</sup> No. 00-215 (MEW) (Bankr. D. Del.).

entered an order approving interim compensation procedures in those cases that provided that the estates' professionals, upon submitting invoices to the debtor and other stated parties, could be paid 80% of fees and 100% of expenses absent objection. Since that decision, various debtors and other parties in interest have negotiated with the U.S. Trustee's Office to arrive at a procedure that addresses the issues discussed above and also resolves the U.S. Trustee's concerns with the procedure approved by the Mariner Opinion. The Debtors and the Trustee agree that the procedure adopted in the Loewen Group International, Inc., case [Case No. 99-1244 (PJW)] be adopted in these cases with one modification, which has been discussed with and approved by the Trustee in the Plainwell, Inc., case [Case No. 00-4350 (SLR)].

**IT IS HEREBY ORDERED THAT:**

1. This Agreed Order is GRANTED.
2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
3. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).
4. Just cause exists for the relief granted herein.
5. Except as otherwise provided in an order of the Court authorizing the retention of a particular Professional, the Professionals specifically retained pursuant to an order of the

Court in these cases may seek interim payment of compensation and reimbursement of expenses in accordance with the following procedures (the "Revised Compensation Procedures"):

(a) No earlier than the 25th day of each calendar month, each Professional seeking interim compensation shall file an application (a "Fee Application"), pursuant to section 331 of the Bankruptcy Code, for interim approval and allowance of compensation for services rendered and reimbursement of expenses incurred during the immediately preceding month (the "Compensation Period") and serve a copy of such Fee Application on: (i) Fruit of the Loom, Inc., 200 West Madison Street, Suite 2700, Chicago, Illinois 60606 (Attn: John J. Ray III, Esquire); (ii) the Debtors' attorneys, Milbank, Tweed, Hadley & McCloy LLP, One Chase Manhattan Plaza, New York, NY 10005 (Attn: Luc A. Despins, Esquire) and Saul Ewing LLP, 222 Delaware Avenue, P.O. Box 1266, Wilmington, DE 19899 (Attn: Norman L. Pernick, Esquire); (iii) the United States Trustee, 601 Walnut Street, Curtis Center, Suite 950 West, Philadelphia, PA 19106; (iv) counsel for any statutory committee that may be appointed in these chapter 11 cases, and (v) counsel to the debtor in possession lenders (individually, a "Notice Party," or collectively the "Notice Parties"), an application (the "Fee Application") for interim approval and allowance pursuant to section 331 of the Bankruptcy Code for compensation for

professional services rendered and reimbursement of expenses incurred during the immediate preceding month (the "Compensation Period"). All Fee Applications shall comply with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), applicable Third Circuit law and the Local Rules of this Court. Each Notice Party will have twenty (20) days after service of a Fee Application to object thereto (the "Objection Deadline"). Upon the expiration of the Objection Deadline, if no objection has been filed, the Professional may file a certificate of no objection with the Court after which the Debtors are authorized to pay each Professional an amount (the "Actual Interim Payment") equal to the lesser of (i) of 80 percent of fees and 100 percent of the expenses requested in the Fee Application (the "Maximum Interim Payment") and (ii) 80 percent of the fees and 100 percent of the expenses not subject to an objection pursuant to subparagraph (b) below.

(b) If any Notice Party objects to a Professional's Fee Application, it must file with the Court and serve on the affected Professional and each of the Notice Parties a written objection which must be filed with the Court and received by the affected Professional and the Notice Parties on or before the Objection Deadline. Thereafter, the objecting party and the affected Professional may attempt to resolve the objection on a consensual basis. If the parties are unable to

reach a resolution of the objection within 20 days after service of the objection, the affected Professional may either: (i) file the objection with the Court, together with a request for payment of the difference, if any, between the Maximum Interim Payment and the Actual Interim Payment made to the affected Professional (the "Incremental Amount"); or (ii) forego payment of the Incremental Amount until the next interim or final fee application hearing, at which time the Court will consider and dispose of the Objection if requested by the parties.

(c) Professionals may submit the Fee Applications under the Revised Compensation Procedures in respect of any monthly period as to which they heretofore have not filed Fee Applications under the Existing Interim Compensation Order. With respect to each Fee Application pending before the Court as to which a certificate of no objection has been filed or is filed in the future but that the Court has not approved, the Debtors, upon the entry of this Order or upon the filing of the relevant certificate of no objection, as applicable, are authorized to promptly pay the Professional an amount equal to 80 percent of the fees and 100 percent of the expenses requested in the Fee Application. With respect to pending Fee Applications as to which one or more objections have been timely filed or are timely filed in the



future, such objections shall be addressed in the manner provided for under the Existing Interim Compensation Order.

(d) Beginning with the period ending January 31, 2001, at three-month intervals or at such other intervals convenient to the Court, each of the Professionals must file with the Court and serve on the Notice Parties a request (an "Interim Fee Application Request") for interim Court approval and allowance, pursuant to section 331 of the Bankruptcy Code, of the compensation and reimbursement of expenses sought in the Fee Application filed during such period (the "Interim Fee Period"). The Interim Fee Application Request must include a summary of the Fee Applications that are the subject of the request and any other information requested by the Court or required by the local rules. Each Professional must file its Interim Fee Application Request within 45 days after the end of the Interim Fee Period for which the request seeks allowance of fees and reimbursement of expenses. Each Professional must file its first Interim Fee Application Request on or before March 15, 2001, and the first Interim Fee Application Request should cover the Interim Fee Period from November 1, 2000 through and including January 31, 2001, plus any other prior Fee Applications as to which Actual Interim Payment under this Order has been made. Any Professional that fails to file an Interim Fee Application Request when due will be ineligible to receive

further interim payments of fees and expenses under the Revised Compensation Procedures until such time as a further Interim Fee Application Request is submitted by the Professional.

(e) The Debtors shall request that the Court schedule a hearing on the Interim Fee Application Request at least once every six months. The Debtors, however, may request a hearing be held every 3 months, or at such intervals as the Court deems appropriate.

(f) The pendency of an objection to payment of compensation or reimbursement of expenses will not disqualify a Professional from the future payment of compensation or reimbursement of expenses under the Revised Compensation Procedures.

(g) Neither (i) the payment of or the failure to pay, in whole or in part, monthly interim compensation and reimbursement of expenses under the Revised Compensation Procedures nor (ii) the filing or failure to file an objection will bind any party in interest or the Court with respect to the allowance of interim or final applications for compensation and reimbursement of expenses of professionals. All fees and expenses paid to Professionals under the Revised Compensation Procedures are subject to disgorgement until final allowance by the Court.

6. Each member of the Committee is permitted to submit statements of expenses (excluding Committee member counsel expenses) and supporting vouchers to counsel to the Committee, which shall collect and submit the Committee members' requests for reimbursement in accordance with the Revised Compensation Procedures.

7. Notice of interim and final fee applications shall be served on (a) the Notice Parties and (b) all parties that have filed a notice of appearance with the Clerk of this Court and requested such notice. The Notice Parties shall be entitled to receive both the fee applications (subject to previous orders entered in this case allowing certain Professionals to file their fee applications under seal) and the notice of hearing thereon (the "Hearing Notice"), and all other parties entitled to notice shall be entitled to receive only the Hearing Notice. Notice given in accordance with this paragraph is deemed sufficient and adequate and in full compliance with the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the Local Rules of this Court.

8. All time periods referenced in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

9. The Existing Interim Compensation Order is amended and superseded to the extent expressly provided in this Agreed Order. To the extent that the Existing Interim Compensation Order is not so amended and superseded, such order shall remain in full force and effect.

SO ORDERED this 27 day of December, 2000



Peter J. Walsh, Chief Judge  
United States Bankruptcy Court

# **EXHIBIT "B"**

**ATTACHMENT B TO SIXTH AND FINAL FEE APPLICATION  
OF BELL, BOYD & LLOYD LLC: PROFESSIONALS  
PROVIDING SERVICES TO FRUIT OF THE LOOM, INC., *et al.***

Name	Position; Experience	Hourly Rate	Total Hours	Total Compensation
Timothy J. Mlsna	Employee benefits member for 3 years; admitted in 1974	\$375	24	\$9,000.00
Robert R. Brown	Labor associate/member for 10 years; admitted in 1993	\$300	4.50	\$1,350.00
Michael J. Abernathy	Intellectual property litigation member for 21 years; admitted in 1982	\$410	.50	\$205.00
Julie D. Cromer	Intellectual property litigation associate for 3 years; admitted in 1996	\$275	10.25	\$2,818.75
David F. Heroy	Creditors rights member for 6 years; admitted in 1976	\$550	.80	\$440.00
Bruce E. Lithgow	Creditors rights associate for 6 years; admitted in 1994	\$300	15.25	\$4,575.00
John T. McCarthy	Corporate and business member for 34 years; admitted in 1966	\$525	5.25	\$2,756.25
Paul T. Metzger	Tax law member for 26 years; admitted in 1976	\$475	10.75	\$5,106.25
John S. Delnero	Bankruptcy associate/member for 5 years; admitted in 1987	\$355	2.50	\$887.50
TOTAL		\$367.73 (blended rate)	73.80	\$27,138.75

Dated: Chicago, Illinois  
July 2, 2002

**BELL, BOYD & LLOYD LLC**  
Counsel for Fruit of the Loom, Inc.

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John T. McCarthy  
BELL, BOYD & LLOYD LLC  
70 West Madison Street, Suite 3300  
Chicago IL 60602

Fruit of the Loom  
Attn: Mr. John Ray  
Chief Administrator/General Counsel  
220 West Madison St.  
Suite 2700  
Chicago, IL 60606

Invoice Number 007774  
Invoice Date 04/26/02  
Client Number 0112872

Re: (00001) **General**

FOR PROFESSIONAL SERVICES RENDERED THROUGH 03/31/02:

<u>Date</u>	<u>Atty</u>		<u>Hours</u>	<u>Value</u>
03/19/02	JTM	Conference with J. Ray.	0.75	393.75
03/20/02	JTM	Conferences regarding general corporate matters.	1.25	656.25
03/20/02	PTM	Conference with J. McCarthy regarding corporate issues; call to John Ray; review of materials in preparation for meeting with J. Ray.	1.00	475.00
03/21/02	JTM	Meeting with J. Ray and P.T. Metzger.	1.25	656.25
03/21/02	PTM	Preparation for and meeting with John Ray regarding various corporate issues relating to Plan and emergence.	1.75	831.25
03/22/02	PTM	Work on file memo for John Ray regarding corporate issues.	1.00	475.00
03/22/02	JTM	Work on fee petition.	1.00	525.00
03/24/02	PTM	Research and draft file memo for John Ray regarding emergence issues.	1.50	712.50
03/25/02	PTM	Further research and work on file memo for John Ray regarding emergence issues.	1.00	475.00
03/26/02	PTM	Complete file memo regarding emergence issues.	1.50	712.50

0703020013032



0112872 Fruit of the Loom  
00001 General  
04/26/02

Bell, Boyd & Lloyd LLC  
Invoice Number 007774  
Page 2

<u>Date</u>	<u>Atty</u>		<u>Hours</u>	<u>Value</u>
03/27/02	PTM	Revisions to file memo regarding emergence issues; attempt to reach John Ray.	0.25	118.75

TOTAL HOURS 12.25

ATTORNEY SUMMARY:

<u>Attorney</u>	<u>Hours</u>		<u>Rate</u>	<u>Value</u>
John T. McCarthy	4.25	at	\$525 =	\$2,231.25
Paul T. Metzger	8.00	at	\$475 =	\$3,800.00

CURRENT FEES

\$ 6,031.25

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Duplicating (In-house)	14.00
Air Courier Service	9.73
Telephone (Long Distance)	0.45

CURRENT EXPENSES

\$24.18

TOTAL THIS MATTER

\$6,055.43

0703020013033

Bell, Boyd & Lloyd LLC  
 Invoice Number 007774  
 Invoice Date 04/26/02  
 Client Number 0112872  
 Page Number 3

Re: (00002) Department of Labor

FOR PROFESSIONAL SERVICES RENDERED THROUGH 03/31/02:

<u>Date</u>	<u>Atty</u>		<u>Hours</u>	<u>Value</u>
03/18/02	RRB	Phone call with John Ray regarding Mitch Weisman; review of file.	0.25	75.00

TOTAL HOURS 0.25

ATTORNEY SUMMARY:

<u>Attorney</u>	<u>Hours</u>		<u>Rate</u>	<u>Value</u>
Robert R. Brown	0.25	at	\$300 =	\$75.00

CURRENT FEES \$75.00

TOTAL THIS MATTER \$75.00

Bell, Boyd & Lloyd LLC  
 Invoice Number 007774  
 Invoice Date 04/26/02  
 Client Number 0112872  
 Page Number 4

Re: (00003) **Benefit Plan**

FOR PROFESSIONAL SERVICES RENDERED THROUGH 03/31/02:

<u>Date</u>	<u>Atty</u>		<u>Hours</u>	<u>Value</u>
03/07/02	TMM	Telephone conferences and time re 125 cafeteria plan.	3.00	1,125.00

TOTAL HOURS 3.00

ATTORNEY SUMMARY:

<u>Attorney</u>	<u>Hours</u>		<u>Rate</u>	<u>Value</u>
Timothy M. Mlsna	3.00	at	\$375 =	\$1,125.00

CURRENT FEES \$1,125.00

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Duplicating (In-house)	2.20
Postage	25.15
Air Courier Service	25.31
Telephone (Long Distance)	4.07
Facsimile Charges	12.87

CURRENT EXPENSES \$69.60

TOTAL THIS MATTER \$1,194.60

0703020013035

Re: (00007) **Warnaco**

FOR PROFESSIONAL SERVICES RENDERED THROUGH 03/31/02:

<u>Date</u>	<u>Atty</u>		<u>Hours</u>	<u>Value</u>
03/07/02	BEL	Exchange e-mail correspondence with D. Heroy, L. Dooley, M. Slattery, and D. Whitaker re status, 2004 examinations, and settlement options. Provide status reports and list of options to D. Heroy and L. Dooley. Teleconference with K. Cornish re settlement proposal. Teleconference with M. Abernathy and J. Cromer re preparation of applications for 2004 examination.	1.00	300.00
03/08/02	BEL	Conference with J. Cromer re 2004 examinations; background, factual, and legal bases for conducting 2004 examinations, etc. Pull relevant pleadings and sample motions for J. Cromer. Research re recent opinions relating to administrative expenses.	0.75	225.00
03/08/02	JDC	Conference with B. Lithgow regarding discovery procedures against Warnaco; review rules regarding same; review background documents.	2.00	550.00
03/11/02	JDC	Review settlement agreement with Warnaco; review license agreement regarding same; review form Rule 2004 requests; draft Rule 2004 requests to Warnaco; review infringement standards.	4.50	1,237.50
03/12/02	MJA	Worked on bankruptcy discovery.	0.50	205.00
03/12/02	JDC	Conference with B. Lithgow regarding Rule 2004 application; draft same; conference with M. Abernathy regarding same.	3.00	825.00
03/13/02	JDC	Review and revise draft Rule 2004 motion for Lanham Act discovery; conference with B. Lithgow regarding same.	0.75	206.25
03/14/02	BEL	Teleconference with L. Dooley re status of Rule 2004 examination, settlement offer, and status of proceeding.	0.25	75.00

0112872 Fruit of the Loom  
00007 Warnaco  
04/26/02

Bell, Boyd & Lloyd LLC  
Invoice Number 007774  
Page 6

<u>Date</u>	<u>Atty</u>		<u>Hours</u>	<u>Value</u>
03/15/02	BEL	Teleconference with K. Cornish re settlement prospects, continuance of deadline for filing, and 2004 examinations. Research re administrative expenses.	0.50	150.00
03/18/02	BEL	Teleconference with L. Dooley re prospects of going forward with 2004 examination; settlement; strategies for negotiating settlement; confirmation hearing in Fruit of the Loom bankruptcy and effect on 2004 examination; etc. Research re updated case law on licensing issues, administrative expenses, and related bankruptcy law. Exchange e-mail correspondence with D. Heroy re status of research.	0.75	225.00
03/19/02	BEL	Draft and transmit e-mail correspondence to L. Dooley and M. Slattery re strategies and possibilities for settlement; 2004 examination. Research re local rules for 2004 examinations and motion practice; procedures for setting motion; and 2004 examination requirements and standards in Delaware, the Third Circuit, and elsewhere. Review, revise, and edit Application for 2004 Examination and Proposed Order. Draft Notice of Motion.	3.25	975.00
03/20/02	BEL	Exchange e-mail correspondence with L. Dooley and M. Slattery re timing and procedures for 2004 examination. Teleconference with K. Cornish re settlement, time-line for response, 2004 examination, etc. Continue research re local rules, 2004 examination requirements and standards. Continue drafting, revising, and editing Motion for 2004 Examination, Proposed Order, and Notice of Motion.	2.50	750.00

0703020013037

0112872 Fruit of the Loom  
00007 Warnaco  
04/26/02

Bell, Boyd & Lloyd LLC  
Invoice Number 007774  
Page 7

<u>Date</u>	<u>Atty</u>		<u>Hours</u>	<u>Value</u>
03/21/02	BEL	Teleconferences with K. Cornish re settlement proposals; parties' respective positions; strengths and weaknesses of case. Teleconferences with L. Dooley re settlement proposal by Warnaco, counter-proposal, 2004 applications, etc. Final revising, proofing, and editing of 2004 motion, proposed order, and subpoena attachments. Transmit to L. Dooley for comments. Exchange e-mail correspondence with L. Dooley re 2004 examination.	1.75	525.00
03/22/02	BEL	Teleconference with L. Dooley re strategies for settlement and use of 2004 examinations.	0.25	75.00
03/25/02	BEL	Teleconference with K. Cornish re meeting with bank representatives and possibilities of settlement. Report to L. Dooley re same.	0.25	75.00
03/26/02	BEL	Teleconferences with L. Dooley and K. Cornish re status of settlement negotiations; 2004 examinations.	0.25	75.00
03/28/02	BEL	Teleconference with K. Cornish re status of settlement offer. Communicate status to L. Dooley.	0.25	75.00
03/29/02	BEL	Teleconference with K. Cornish re settlement of dispute. Teleconference with L. Dooley to report on final settlement of Warnaco dispute.	0.50	150.00

TOTAL HOURS 23.00

ATTORNEY SUMMARY:

<u>Attorney</u>	<u>Hours</u>		<u>Rate</u>	<u>Value</u>
Michael J. Abernathy	0.50	at	\$410 =	\$205.00
Julie D. Cromer	10.25	at	\$275 =	\$2,818.75
Bruce E. Lithgow	12.25	at	\$300 =	\$3,675.00

CURRENT FEES

\$ 6,698.75

0703020013038

0112872 Fruit of the Loom  
00007 Warnaco  
04/26/02

Bell, Boyd & Lloyd LLC  
Invoice Number 007774  
Page 8

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Outside Telephone	52.17
Duplicating (In-house)	7.60
Legal Research - Lexis	323.00
Telephone (Long Distance)	15.80
	<hr/>
CURRENT EXPENSES	\$398.57
	<hr/>
TOTAL THIS MATTER	<b>\$7,097.32</b>

0703020013039

Bell, Boyd & Lloyd LLC  
Invoice Number 007774  
Invoice Date 04/26/02  
Client Number 0112872  
Page Number 9

Re: (00010) **Thompson**

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Airfare	\$267.00
Telephone (Long Distance)	\$2.26
CURRENT EXPENSES	<u>\$269.26</u>
TOTAL THIS MATTER	<u>\$269.26</u>

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0703020013040



Fruit of the Loom  
 Attn: Mr. John Ray  
 Chief Administrator/General Counsel  
 220 West Madison St.  
 Suite 2700  
 Chicago, IL 60606

Invoice Number 007793  
 Invoice Date 05/31/02  
 Client Number 0112872

Re: (00001) **General**

FOR PROFESSIONAL SERVICES RENDERED THROUGH 04/30/02:

<u>Date</u>	<u>Atty</u>		<u>Hours</u>	<u>Value</u>
04/01/02	PTM	Telephone conference with John Ray; faxing material.	0.25	118.75
04/15/02	PTM	Telephone conference with John Ray concerning confirmation of the Plan, status of public trading of securities.	0.50	237.50
04/18/02	PTM	Call from John Ray regarding use of Delaware vs. Illinois trust for liquidation; research; call to Richards, Layton regarding same; discussions with P. Maloney, C. Walker, C. Avery.	2.00	950.00

TOTAL HOURS 2.75

ATTORNEY SUMMARY:

<u>Attorney</u>	<u>Hours</u>		<u>Rate</u>	<u>Value</u>
Paul T. Metzger	2.75	at	\$475 =	\$1,306.25

CURRENT FEES

\$1,306.25

0703020013041

0112872 Fruit of the Loom  
00001 General  
05/31/02

Bell, Boyd & Lloyd LLC  
Invoice Number 007793  
Page 2

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Telephone (Long Distance)	9.05
CURRENT EXPENSES	<u>\$9.05</u>
TOTAL THIS MATTER	<u>\$1,315.30</u>

Re: (00002) Department of Labor

FOR PROFESSIONAL SERVICES RENDERED THROUGH 04/30/02:

<u>Date</u>	<u>Atty</u>		<u>Hours</u>	<u>Value</u>
04/19/02	RRB	Phone calls from Amy Leppert and FOL; conference with Tim Mlsna regarding case strategy.	0.50	150.00
04/19/02	TMM	Re Department of Labor investigation issues.	2.50	937.50
04/22/02	TMM	Re Department of Labor request, sale impact analysis.	2.50	937.50
04/24/02	RRB	Review file and Mlsna memo.	0.25	75.00
04/25/02	RRB	Conference with JTM and TMM; phone call with John Ray; draft and revise correspondence; update file.	2.50	750.00
04/26/02	RRB	Conference with JTM and TMM; review file and prepare for meeting; phone call with John Ray.	0.50	150.00
04/29/02	RRB	Review DOL correspondence; conference with TMM and JTM.	0.50	150.00

TOTAL HOURS 9.25

ATTORNEY SUMMARY:

<u>Attorney</u>	<u>Hours</u>		<u>Rate</u>	<u>Value</u>
Robert R. Brown	4.25	at	\$300 =	\$1,275.00
Timothy M. Mlsna	5.00	at	\$375 =	\$1,875.00

CURRENT FEES

\$3,150.00

0112872 Fruit of the Loom  
00002 Department of Labor  
05/31/02

Bell, Boyd & Lloyd LLC  
Invoice Number 007793  
Page 4

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Duplicating (In-house)	2.40
Facsimile Charges	5.25
CURRENT EXPENSES	<hr/> \$7.65
TOTAL THIS MATTER	<hr/> \$3,157.65

0703020013044

Re: (00003) **Benefit Plan**

FOR PROFESSIONAL SERVICES RENDERED THROUGH 04/30/02:

<u>Date</u>	<u>Atty</u>		<u>Hours</u>	<u>Value</u>
04/23/02	TMM	Re resignation documentation.	1.00	375.00
04/24/02	TMM	Re transition issues re plans.	3.50	1,312.50
04/25/02	TMM	Re resignation and plan transfer issues.	1.50	562.50
04/26/02	TMM	Re transition matters, resignations, assignments.	3.50	1,312.50
04/29/02	TMM	Re transition matters/agreements, telephone conferences John, Patty, Jennifer.	5.00	1,875.00
04/30/02	TMM	Review/revise pension transfer agreements, telephone conferences re same.	1.50	562.50

TOTAL HOURS 16.00

ATTORNEY SUMMARY:

<u>Attorney</u>	<u>Hours</u>		<u>Rate</u>	<u>Value</u>
Timothy M. Mlsna	16.00	at	\$375 =	\$6,000.00

CURRENT FEES \$6,000.00

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Telephone (Long Distance) 2.71

CURRENT EXPENSES \$2.71

TOTAL THIS MATTER \$6,002.71

Re: (00007) Warnaco

FOR PROFESSIONAL SERVICES RENDERED THROUGH 04/30/02:

<u>Date</u>	<u>Atty</u>		<u>Hours</u>	<u>Value</u>
04/12/02	BEL	Teleconference with L. Dooley re status. Teleconference with K. Cornish re settlement documents. E-mail correspondence with L. Dooley re same.	0.25	75.00
04/16/02	BEL	Initial review and analysis of settlement documents from Warnaco; transmit to L. Dooley for comments. Teleconference with L. Dooley re initial comments.	0.25	75.00
04/17/02	BEL	Review and analyze settlement documents from Warnaco. Prepare comments and revisions to settlement documents. Teleconferences with K. Cornish re revisions; line-by-line review. Teleconference with L. Dooley re revisions. Exchange e-mail correspondence with K. Cornish and D. Heroy re status of settlement documents and necessity of motion to approve settlement in FOTL's bankruptcy.	2.25	675.00
04/19/02	BEL	Teleconference with K. Cornish re finalizing revisions and filing motion.	0.25	75.00
04/22/02	DFH	Settlement details, conference with B. Lithgow.	0.50	275.00
04/23/02	DFH	Review pleadings.	0.30	165.00

TOTAL HOURS 3.80

ATTORNEY SUMMARY:

<u>Attorney</u>	<u>Hours</u>		<u>Rate</u>	<u>Value</u>
David F. Heroy	0.80	at	\$550 =	\$440.00
Bruce E. Lithgow	3.00	at	\$300 =	\$900.00

CURRENT FEES

\$ 1,340.00

0112872 Fruit of the Loom  
00007 Warnaco  
05/31/02

Bell, Boyd & Lloyd LLC  
Invoice Number 007793  
Page 7

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Telephone (Long Distance)	4.06
Facsimile Charges	21.75
CURRENT EXPENSES	<hr/> \$25.81
TOTAL THIS MATTER	<hr/> <b>\$1,365.81</b>

Bell, Boyd & Lloyd LLC  
Invoice Number 007793  
Invoice Date 05/31/02  
Client Number 0112872  
Page Number 8

Re: (00010) **Thompson**

FOR COSTS ADVANCED AND EXPENSES INCURRED:

Telephone (Long Distance)	\$8.59
CURRENT EXPENSES	<u>\$8.59</u>
TOTAL THIS MATTER	<u>\$8.59</u>

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0703020013048



Exhibit C

Summary of Disbursements Billed March 1, 2002 through April 30, 2002

	2002		Totals
	March	April	
Airfare	267.00		267.00
Meals			0.00
Overtime			
Meals/ Transport			0.00
Lodging			0.00
Ground Transport			0.00
Outside			
Telephone	52.17		52.17
Duplicating	23.80	2.40	26.20
Lexis	323.00		323.00
Westlaw			0.00
Local Delivery			0.00
Air Courier	35.04		35.04
Long Distance			
Telephone	22.58	24.41	46.99
Fax	12.87	27.00	39.87
Filing Fees			0.00
Business Meals (In office)			0.00
Secretarial Overtime			0.00
Court Reporter Fees			0.00
Court Costs			0.00
Postage	25.15		25.15
Totals	<u>761.61</u>	<u>53.81</u>	<u>815.42</u>