

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

In re: ) Chapter 11  
 )  
 FRUIT OF THE LOOM, INC., et al., ) Case No. 99-4497 (PJW)  
 )  
 \_\_\_\_\_ Debtors. ) Jointly Administered

**NOTICE OF FINAL FEE APPLICATION REQUEST**

Name of Applicant: Butler Rubin Saltarelli & Boyd

Authorized to Provide Professional Services to: Debtors and Debtors-in-Possession

Date of Retention: May 3, 2000

Period for which Compensation and Reimbursement is Sought: September 1, 2000 - December 31, 2000

Certificate of No Objection: Timely filed for each interim request

Fee Application, Filing Date, Docket No.	Total Fees Requested	Total Expenses Requested	Amount of Fees Paid (80%)	Amount of Expenses Paid (100%)	Amount of Holdback Fees Requested
9 <sup>th</sup> Interim Fee Application Bill Date: 05/31/01 Invoice No. 36019	\$8,264.50	\$4,262.47	\$6,611.60	\$4,262.47	\$1,652.90
10 <sup>th</sup> Interim Fee Application Bill Date: 06/30/01 Invoice No. 36251	\$6,601.50	\$4.50	\$5,281.20	\$4.50	\$1,320.30
11 <sup>th</sup> Interim Fee Application Bill Date: 07/31/01 Invoice No. 36489	\$9,654.00	\$109.64	\$7,723.20	\$109.64	\$1,930.80

Fee Application, Filing Date, Docket No.	Total Fees Requested	Total Expenses Requested	Amount of Fees Paid (80%)	Amount of Expenses Paid (100%)	Amount of Holdback Fees Requested
12 <sup>th</sup> Interim Fee Application Bill Date: 08/31/01 Invoice No. 36715	\$10,951.50	\$247.94	\$8,761.20	\$247.94	\$2,190.30
13 <sup>th</sup> Interim Fee Application Bill Date: 09/30/01 Invoice No. 36848	\$4,446.00	\$2,046.49	\$3,556.80	\$2,046.49	\$889.20
14 <sup>th</sup> Interim Fee Application Bill Date: 10/31/01 Invoice No. 37068	\$3,549.00	\$94.90	\$2,839.20	\$94.90	\$709.80
15 <sup>th</sup> Interim Fee Application Bill Date: 11/30/01 Invoice No. 37251	\$2,730.00	\$0.00	\$2,184.00	\$0.00	\$546.00
<b>TOTAL</b>					\$9,239.30

Dated: June 27, 2002

BUTLER RUBIN SALTARELLI & BOYD

  
 Patrick J. Lamb, Esq.  
 Butler Rubin Saltarelli & Boyd  
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FRUIT OF THE LOOM, INC., et al.,) Case No. 99-4497 (PJW)  
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\_\_\_\_\_ Debtors.) Jointly Administered

**FINAL APPLICATION FOR ALLOWANCE  
OF COMPENSATION AND REIMBURSEMENT OF  
EXPENSES OF BUTLER RUBIN SALTARELLI & BOYD AS  
COUNSEL FOR DEBTORS AND DEBTORS-IN-POSSESSION**

The law firm of Butler Rubin Saltarelli & Boyd (“Butler Rubin”) submits its Final Application for Allowance of Compensation and Reimbursement of Expenses (the “Application”) for professional services rendered and costs incurred by Butler Rubin, as special counsel for Fruit of the Loom, Inc., and its affiliated debtors,<sup>1</sup> debtors and debtors-in-possession herein (collectively, “Fruit of the Loom,” the “Company” or the “Debtors”).

**Introduction**

1. On December 29, 1999 (the “Petition Date”), the Debtors commenced their reorganization cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the

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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), Pro Player, Inc., Gitano Fashions Ltd., Jet Sew Technologies, Inc., Union Sales, Inc., Artex Manufacturing Co., Inc., FTL Investments, Inc., FTL Regional Sles 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.

“Bankruptcy Code”). The Debtors continue to operate their businesses and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On or about January 11, 2000, the Office of the United States Trustee (the “UST”) appointed an official committee of unsecured creditors (the “Creditors’ Committee”). No trustee or examiner has been appointed in these cases.

3. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§157 and 1334. Venue is proper pursuant to 28 U.S.C. §§1408 and 1409. This Motion is a core proceeding pursuant to 28 U.S.C. §157(b)(2).

4. The statutory predicates for the relief requested herein are sections 330, 331 and 503(b)(1)(A) of the Bankruptcy Code and Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

#### **Interim Compensation Procedure**

5. By its Administrative Order Amending Prior Order Under Sections 105(a) and 331 of the Bankruptcy Code Establishing Procedures for Interim Compensation of Professionals and Official Committee Members, Dated February 9, 2000 (the “Interim Compensation Order”), this Court established a procedure whereby professionals, in order to be compensated for their services, should submit monthly itemized interim billing statements to the Debtors. On December 27, 2000, the Court entered its Agreed Amended Administrative Compensation Order (“the Amended Interim Compensation Order”). Pursuant to the Amended Interim Compensation Order, a party seeking compensation may, no earlier than the 25<sup>th</sup> day of the month following the month for which compensation is sought, a professional may file and serve its fee application on designated parties. A Notice Party may object to any portion of that billing statement

no later than twenty (20) days after the date of service. If no objection is timely filed, the professional filing the fee application should submit a certificate of no objection, of the fees and 100 percent of the requested expenses. The Court further provided for payment of the 20% holdback on interim applications, which is the subject of the Final Application.

### **Relief Requested**

6. From time to time, Butler Rubin filed applications for interim payment of fees, all of which were allowed without objection at eighty percent of the fees requested in the interim filing. By this Application, Butler Rubin requests, pursuant to sections 330, 331 and 503(b)(1)(A) of the Bankruptcy Code, Bankruptcy Rule 2016, and this Court's order for the final payment of \$9,239.30 for legal services rendered, representing the total holdback of Butler Rubin's 9<sup>th</sup> through 15<sup>th</sup> Interim Fee Applications.

### **Value of Services Rendered**

7. Section 330(a) of the Bankruptcy Code provides, in pertinent part, that:

the court may award . . . reasonable compensation for actual, necessary services rendered by the . . . attorney and by any paraprofessional person. . . and . . . reimbursement for actual, necessary expenses. . . 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 at which the service was rendered toward the completion of, a case under [the Bankruptcy Code]; (D) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issue, 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.

8. In evaluating the services rendered by Butler Rubin, the Court should ascertain whether or not such services were rendered and billed in accordance with the established market for legal services in matters similar to those encountered by Butler Rubin. *Mann v. McCombs (In re McCombs)*, 751 F.2d 286, 288 (8th Cir. 1984) (Section 330 “is meant to encourage high standards of professional legal practice in the bankruptcy courts. . . . Bankruptcy courts must consider whether the fee awards are commensurate with fees for professional services in non-bankruptcy cases, thus providing sufficient economic incentive to practice in bankruptcy courts.”). Butler Rubin staffed these cases, and charged hourly rates, no differently than Butler Rubin would in representing any other client. Moreover, Butler Rubin consistently and consciously made every reasonable effort to represent the Debtors in the most economical, efficient, and practical manner.

9. Butler Rubin has conscientiously attempted to avoid duplicative representation of the Debtors, both internally and with other attorneys representing Debtors, including Saul, Ewing, Remick & Saul, L.L.P., and Milbank, Tweed, Hadley & McCloy, L.L.P., the Debtors’ local and general bankruptcy counsel.

10. Butler Rubin’s regular hourly rates of compensation for attorneys and paraprofessionals during the Application Period range from \$120 to \$390. Those rates are comparable to or in some cases lower than rates charged by other practitioners having the same amount of experience, expertise, and standing for similar services in comparable chapter 11 cases. Mr. Lamb’s hourly rate, for example, remains lower than his contemporaries at Katten Muchin Zavis, where he was a partner prior to May, 2000. The hourly fees of other Butler Rubin professionals likewise are lower than those charged for similarly experienced personnel at other firms in Chicago, which perform comparable work.

11. Butler Rubin performed services at the highest skill level. The fees charged are customary in similar cases worked under severe time constraints. The firm utilizes attorneys having the utmost of experience and ability. Whenever possible, Butler Rubin attorneys utilized the assistance of junior attorneys and paraprofessionals.

12. Given the nature and quality of the services rendered, the time constraints imposed on Butler Rubin, the interests at stake, the amounts involved, the responsibility assumed by Butler Rubin, and the experience, ability, and standing of the attorneys involved, the compensation requested for legal services rendered during the Application Period is a reasonable amount that should be allowed in full. Likewise, the out-of-pocket expenses incurred during the Application Period are reasonable and should be allowed in full.

**Amounts Requested/Description of Work**

13. Butler Rubin has reviewed its time entries, all of which relate to the “Pro Player v. K. Y. Lee” litigation matter. A summary of all principal activities of Butler Rubin, with the total hours and fees incurred in each category was provided in the Ninth through Fifteenth Interim Fee Requests, which are incorporated. By this Application, Butler Rubin requests allowance of the remaining 20% holdback for services rendered, a total of \$9,239.30.

14. Butler Rubin was engaged to represent certain Debtors in the K. Y. Lee litigation. This represents ordinary course, non-bankruptcy work routinely handled by Butler Rubin. This consists primarily of work regarding Pro Player, Inc.’s pre-petition action against certain former employees, which is pending in the U.S. District Court for the District of New Jersey. Attorney Lamb was the lead litigator on this matter while he was a senior partner at Katten Muchin Zavis. In May, 2000, Attorney Lamb moved

his practice to Butler Rubin, a boutique litigation firm. At the request of John Ray, Debtors' General Counsel, Attorney Lamb has continued his involvement on behalf of Debtors.

### **Summary and Conclusion**

15. Butler Rubin requests the final allowance of \$9,239.30 for legal services rendered during the Application Period.

16. The rates of compensation for attorneys and supporting paraprofessionals are customary and ordinary rates and fees charged by Butler Rubin in matters of this type. All services for which Butler Rubin requests compensation were performed and incurred for and on behalf of the Debtors. All services for which Butler Rubin requests compensation benefitted the Debtors' bankruptcy estates.

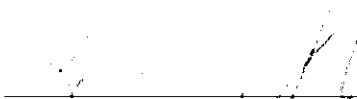
17. No agreement or understanding exists between Butler Rubin and any other person for sharing of compensation which has been or will be received, except such sharing as is customary and generally accepted among attorneys within a law firm. No agreement or understanding, express or implied, has been or will be entered into for purposes of fixing the fees or other compensation to be paid to any other attorney for any party-in-interest, to any other party-in-interest, or to any person for services rendered in connection herewith in the assets of the estate contrary to the provisions of the Bankruptcy code. Butler Rubin at all times acted pursuant to the instructions of its client; however, Butler Rubin consistently and conscientiously attempted to handle all matters in the most efficient and economic manner possible.



WHEREFORE, Butler Rubin respectfully requests that this Court enter an order (a) authorizing compensation of Butler Rubin for services rendered to the Debtors in the amount of \$9,239.30; and (b) granting such further and other relief as the Court deems just and proper.

Dated: June 27, 2002

BUTLER RUBIN SALTARELLI & BOYD



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**AFFIDAVIT OF PATRICK J. LAMB**

STATE OF ILLINOIS )  
 ) SS.  
COOK COUNTY )

PATRICK J. LAMB, being duly sworn, states:

1. I am a Partner in the firm of Butler Rubín Saltarelli & Boyd (Butler Rubín), which has served as counsel to Fruit of the Loom, Inc., et al. (the "Debtors") in the above-captioned chapter 11 cases.
2. I have read the foregoing Final Application of Butler Rubín for allowance of compensation and know the contents thereof are true, to the best of my knowledge, information and belief.
3. There is no agreement or understanding between Butler Rubín and any other person for a division of compensation as co-counsel to the Debtors.
4. No division prohibited by the Bankruptcy Code will be made by Butler Rubín.

5. No agreement prohibited by Title 18, Section 155 has been made.

  
\_\_\_\_\_  
PATRICK J. LAMB

SWORN TO AND SUBSCRIBED  
before me this \_\_\_\_\_ day of June, 2002

\_\_\_\_\_  
NOTARY PUBLIC

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 )  
Debtors. ) Jointly Administered

ORDER APPROVING FINAL APPLICATION OF  
BUTLER RUBIN SALTARELLI & BOYD FOR COMPENSATION

Upon the application of Butler Rubin Saltarelli & Boyd ("Butler Rubin"), as special litigation counsel to Fruit of the Loom, Inc. (a Delaware corporation) and its affiliated debtors in the above-captioned cases (collectively, the "Debtors"), for allowance of compensation and for reimbursement of expenses pursuant to 11 U.S.C. §§ 330, 331, and 503(b) of the Bankruptcy Code and Rule 2016 of the Fed. R. Bankr. P. and adequate notice of such application having been given, **IT IS ORDERED:**

1. Butler Rubin is allowed final compensation for professional services rendered in the amount of \$9,239.00 representing the 20% holdback fee from September 1, 2000 through December 31, 2000) for the time period from September 1, 2002 through December 31, 2000; and

2. The Debtors are authorized and directed to promptly pay the foregoing amounts to Butler Rubin.

Dated: \_\_\_\_\_, 2002

\_\_\_\_\_  
Peter J. Walsh, Chief Judge  
United States Bankruptcy Court