

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)
: :
: Debtors. :
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**FINAL APPLICATION OF GREENEBAUM DOLL & MCDONALD PLLC, UNDER 11
U.S.C. §§ 327 AND 1103, SEEKING
PAYMENT OF FINAL COMPENSATION FOR PROFESSIONAL FEES RENDERED**

Name of Applicant: Greenebaum Doll & McDonald PLLC
Authorized to Provide
Professional Services to: Fruit of the Loom, Inc.
Date of Retention: Effective December 29, 1999¹
Period for Which Compensation
And reimbursement is Sought: December 1999 through
April 30, 2002
Amount of Compensation
Requested: \$79,481.80²

¹ The Bankruptcy Court approved Fruit of the Loom's retention and employment of Greenebaum Doll & McDonald PLLC pursuant to the Administrative Order Authorizing Retention of Professionals in the Ordinary Course of Business, dated as of December 30, 1999; however, because Greenebaum Doll & McDonald's fees in connection with the Employment Litigation are expected to exceed the authorized limit for ordinary course professionals, Fruit of the Loom, Inc. filed an application seeking the entry of an order authorizing the retention, employment, compensation, and reimbursement of Greenebaum Doll & McDonald PLLC, as special counsel, pursuant to sections 327(e) and 328(a) of the Bankruptcy Code, which order the Court signed.

² Pursuant to the terms of the Revised Compensation Order (as defined in the annexed Application), Greenebaum Doll & McDonald PLLC seeks payment in the amount of \$79,481.80 (representing 20% of the total compensation due for professional services rendered and incurred pending allowance) in respect of the Final Application Compensation Period.

Amount of Expense

Reimbursement requested: \$0.00

This is an: interim final application.

The total time expended preparing this application is approximately 15 hours.

This is the final application for compensation and reimbursement of expenses filed by Greenebaum Doll & McDonald PLLC in these cases.

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**FINAL APPLICATION OF GREENEBAUM DOLL & MCDONALD PLLC, AS SPECIAL
COUNSEL, FOR FRUIT OF THE LOOM, INC., UNDER 11 U.S.C. §§ 327 AND
1103, SEEKING APPROVAL AND ALLOWANCE OF COMPENSATION FOR
PROFESSIONAL SERVICES RENDERED**

Greenebaum Doll & McDonald PLLC represents Fruit of the Loom, Inc. ("FTL") (together with FTL and their affiliated debtors and debtors-in-possession herein, "Fruit of the Loom"), in the following actions involving labor and employment claims; *Ward vs. FTL, Barnhart vs. FTL, Adamson & McFarland vs. FTL, Danker vs. FTL, Hiram Smith & Kentucky Labor Cabinet Investigation, Helm vs. Raymond Corporation, Simmons vs. FTL, Martin and Gildan Activewear, Parson vs. FTL, Huckaby vs. FTL, Russell vs. FTL, OFCCP Fruit of the Loom, Inc. (Texas)* and numerous General Labor & Employment claims for FTL(the "Employment Litigation"). Greenebaum Doll & McDonald PLLC submits this application (the "Application") to the Court, pursuant to 11 U.S.C. §§ 327 and 1130, Rule 2016 of the Federal Rules of Bankruptcy Procedure, Rule 2016-2 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local

Rules"), 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"), and the Revised Compensation Order (defined below), for (i) allowance of final compensation for professional services rendered in the amount of \$79,481.80, during the period between December 1, 1999, and April 30, 2002 (the "Final Application"), and (ii) payment in the amount of \$79,481.80 (representing 20% of the total compensation due for professional services rendered and incurred pending allowance), 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.

3. Jurisdiction. The Court has jurisdiction over this 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 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 Rule 2016-2 of the Local Rules. This Application is made pursuant to the Order of this Court, under 11 U.S.C. §§ 327 and 1103, Establishing Procedures for Final Compensation and Reimbursement of Professional Fees, dated as of April 19, 2002 (the "Confirmation Order").

RETENTION OF GREENEBAUM DOLL & MCDONALD PLLC AND BILLING HISTORY

4. Greenebaum Doll & McDonald's retention and employment as special counsel was initially approved pursuant to the Administrative Order Authorizing Retention of Professionals in the Ordinary Course of Business, dated as of December 30, 1999 (the "Ordinary Course Professionals Order"); however, since Greenebaum Doll & McDonald's fees in connection with the Employment Litigation are expected to exceed the authorized limit for ordinary course professionals, Fruit of the Loom, Inc. filed an application (the "Greenebaum Retention Application"), seeking the entry of an order authorizing the retention, employment, compensation, and reimbursement of Greenebaum Doll & McDonald PLLC, as special counsel, pursuant to sections 327(e)

and 328(a) of the Bankruptcy Code, which order the Court signed the "Greenebaum Retention Order").

5. The Greenebaum Retention Order authorized, pursuant to sections 327(e) and 328(a) of the Bankruptcy Code, to retain, employ, compensate, and reimburse Greenebaum Doll & McDonald PLLC as special counsel on the terms and conditions set forth in the Greenebaum Retention Application and the Engagement Letter (copy annexed to the Greenebaum Retention Application) including the contingency fee scheme set forth therein, subject to Greenebaum Doll & McDonald applying to this Court for payment of compensation and reimbursement of expenses in accordance with the applicable provisions and standards of the Bankruptcy Code, including sections 330 and 331 thereof, Third Circuit caselaw, the Bankruptcy Rules, the guidelines promulgated by the Office of the United States Trustee, and the local rules and orders of this Court, and pursuant to any additional procedures established by the Court in these cases.

6. This Application is Greenebaum Doll & McDonald's final application for approval and allowance of compensation for professional fees. Greenebaum Doll & McDonald makes this Application for payment of final compensation and reimbursement of Professional Fees pursuant to the Confirmation Order entered on April 19, 2002.

7. No prior application has been made to any other

court for the relief requested herein, nor has payment been received by Greenebaum Doll & McDonald PLLC for services provided to and on behalf of FTL, or for expenses incurred in connection therewith, during the Final Application Period.

8. Greenebaum Doll & McDonald PLLC 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, except as may be permitted by the Greenebaum Retention Order as provided in the Greenebaum Retention Application.

STATUS OF EMPLOYMENT LITIGATION

9. Upon the commencement of the Employment Litigation, FTL was the sole named defendant. The plaintiffs are employees or ex-employees involved in Labor and Employment claims.

10. Greenebaum Doll & McDonald PLLC assisted in the preparation and filing of the answers to complaints (and numerous pleadings).

11. The courts in the Employment Litigation have set forth an intensive discovery schedule.

APPLICATION

12. By this Application, Greenebaum Doll & McDonald PLLC is seeking (a) allowance of compensation for 20% of actual and necessary professional services rendered by Greenebaum Doll

& McDonald PLLC, in connection with the rendition of professional services during the Final Application Compensation Period, and (b) payment of 20% of the compensation requested hereunder.

13. Greenebaum Doll & McDonald PLLC seeks final allowance of compensation in the amount of \$79,481.80 for professional services rendered on behalf of FTL during the Final Application Compensation Period, incurred in connection with the rendition of such services. Greenebaum Doll & McDonald PLLC seeks payment in the amount of \$79,481.80 (representing 20% of the total compensation due for professional services rendered) in respect of the fees requested pursuant to this Application. The fees sought by this Application reflect hours of attorney and paraprofessional time spent and recorded in performing services for FTL during the Final Application Compensation Period.

14. Greenebaum Doll & McDonald PLLC rendered all services for which compensation is sought to Fruit of the Loom solely in connection with the Employment Litigation in furtherance of defending FTL.

15. Greenebaum Doll & McDonald PLLC 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 Greenebaum Doll & McDonald's practice.

SUMMARY OF PROFESSIONAL SERVICES RENDERED

16. To provide an orderly summary of the services rendered on behalf of Fruit of the Loom by Greenebaum Doll & McDonald PLLC, and in accordance with the U.S. Trustee Guidelines, Greenebaum Doll & McDonald PLLC has established the following separate project billing categories in connection with these cases:

- (a) **Contacts with adverse parties and clients;**
- (b) **Preparation of pleadings, correspondence, memorandum;**
- (c) **Docketing of deadlines;**
- (d) **Research;**
- (e) **Preparation and attendance at witness interviews;**
- (f) **Court hearings and preparation for same; and**
- (g) **Preparation and attendance at depositions**

17. The following summary is intended to highlight a number of the services rendered by Greenebaum Doll & McDonald PLLC in the separate billing categories where Greenebaum Doll & McDonald PLLC has expended a considerable number of hours on behalf of FTL, and it is not meant to be a detailed description of the day-to-day services provided by Greenebaum Doll & McDonald PLLC. Greenebaum Doll & McDonald PLLC has been heavily involved in the conducting of Employment Litigation on a daily

basis, including night and weekend work, often under extreme pressure to meet court imposed deadlines.

18. During the Final Application Compensation Period, Greenebaum Doll & McDonald PLLC attorneys spent a significant amount of time drafting and filing necessary pleadings, researching and analyzing case authority relating to numerous issues, including discovery, procedural matters, relevant to the Employment Litigation.

19. Greenebaum Doll & McDonald PLLC attorneys drafted and filed voluminous pleadings and engaged in extensive discovery matters.

20. Greenebaum Doll & McDonald PLLC reviewed and analyzed cases in preparation for trial. In addition, Greenebaum Doll & McDonald PLLC has communicated with various lawyers and witnesses who are in possession of factual information and privileged communications which bear on the claims asserted in the Employment Litigation.

CONDITIONS UNDER WHICH SERVICES WERE PROVIDED

21. Greenebaum Doll & McDonald PLLC attorneys were required to render services during the Final Application Compensation Period almost daily. Most of the Greenebaum Doll & McDonald PLLC attorneys working on the Employment Litigation were required to devote substantial amounts of their time to the case. It is accordingly not possible to detail the many

drafting sessions, conferences, telephone conversations, settlement negotiating sessions and other matters that occupied Greenebaum Doll & McDonald PLLC on a daily basis.

RELEVANT LEGAL STANDARDS FOR AWARDING ATTORNEYS' FEES

22. 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.

23. 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).

24. Greenebaum Doll & McDonald PLLC respectfully submits that a consideration of the foregoing factors and standards should result in this Court's allowance of the full compensation sought.

25. The professional services rendered by Greenebaum Doll & McDonald PLLC 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 were performed efficiently, effectively, and economically, and the results obtained to date have benefited Fruit of the Loom.

Notice

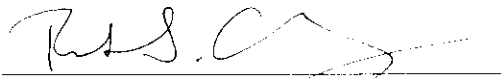
26. This Application is being served and noticed in accordance with the Confirmation Order.

WHEREFORE, Greenebaum Doll & McDonald PLLC respectfully requests allowance of Final Application compensation for professional services rendered in the amount of \$79,481.80, during the Final Application Compensation Period for an award of \$79,481.80 (representing 20% of the total compensation due for professional services rendered and incurred during the Final Application Compensation Period), and such other related relief as is just.

Louisville, Kentucky

Dated: July 5, 2002

Greenebaum Doll & McDonald PLLC



Richard S. Cleary
3300 National City Tower
Louisville, Kentucky 40202
(502) 587-3504

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AFFIDAVIT OF RICHARD S. CLEARY

State of Kentucky)
) SS.:
County of Jefferson)

RICHARD S. CLEARY being first duly sworn on oath,
deposes and states:

1. I am a member in the law firm of Greenebaum Doll & McDonald PLLC, which maintains an office located at 3300 National City Tower, Louisville, Kentucky 40202. I submit this affidavit in connection with Greenebaum Doll & McDonald's Final Application for compensation and reimbursement of Professional Fees. I have personal knowledge of the matters set forth herein and, if called as a witness, would competently testify thereto.

2. I have reviewed the requirements of Rule 2016-2 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"). To the best of my knowledge, except as provided in the Application regarding the maintenance of detailed time records, the Application complies with the requirements of Rule 2016-2 of the Local Rules.


RICHARD S. CLEARY

SWORN TO AND SUBSCRIBED
before me this 5th day of July, 2002


Notary Public

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