

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

----- X
: **Chapter 11 Cases**
: **Case. Nos. 99-04497 (PJW)**
: **Jointly Administered**
: **Debtors.** X

NOTICE OF FINAL FEE APPLICATION REQUEST

Name of Applicant: Lazard Frères & Co. LLC

Authorized to Provide Professional Services to: Fruit of the Loom, Inc

Date of Retention: March 14, 2000, effective a/o 12/29/99

Period for which compensation and reimbursement is sought: December 29, 1999 – April 30, 2002

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

In re:)	Chapter 11
)	
)	Case. Nos. 99-04497 (PJW)
)	
FRUIT OF THE LOOM, INC., et al.,)	
a Delaware Corporation,)	Jointly Administered
)	
Debtors)	

**FINAL FEE APPLICATION FOR COMPENSATION AND FOR REIMBURSEMENT OF
EXPENSES**

Name of Applicant:	LAZARD FRÈRES & CO. LLC
Authorized to Provide Professional Services to:	Debtors and Debtors-in-Possession
Date of Retention:	March 14, 2000, effective a/o 12/29/99
Period for which Compensation And Reimbursement is Sought:	December 29, 1999 – April 30, 2002
Amount of Fees Requested:	\$8,623,776 (\$3,932,738 paid, \$4,691,038 unpaid)
Amount of Expenses Requested:	\$153,196 (\$148,527 paid, \$4,669 unpaid)
Total Amount of Compensation Requested:	\$8,776,972
Less: Amount Paid to Date:	<u>\$4,081,265</u>
Net Amount of Compensation Requested:	\$4,695,707
This is a(n):	_____ monthly _____ interim <u> X </u> final application
Total time expended for fee application preparation is approximately 60 hours.	

LAZARD FRÈRES RESTRUCTURING GROUP CREDENTIALS
Fruit of the Loom Restructuring Team

<u>Name</u>	<u>Highest Degree, School, Date</u>	<u>Licenses ¹</u>	<u>Title</u>	<u>Business Experience (years)</u>
Barry W. Ridings	MBA, Cornell, 1976	Series 7, 24, 63	Managing Director	26
J. Blake O'Dowd	MBA, NYU Stern, 1994	Series 7	Director	13
Eric R. Mendelsohn	MBA, U. Penn - Wharton, 1997	Series 7, 63	Vice President	8
Morgan P. Blackwell*	BS, U. Penn -- Wharton, 1999	Series 7	Associate	3
John F. (Jack) Nugent*	BA, Loyola College, 1996	Series 7	Associate	4
Roger C. Rumsey*	BS, Cornell University, 1998	Series 7	Associate	4
Scott T. Seymour	MBA, U. Chicago, 2000	Series 7	Associate	5
David Acosta*	BA, Columbia University, 2000	---	Sr. Financial Analyst	2
Brenna S. Haysom	BA, Harvard, 2000	---	Sr. Financial Analyst	2
Richard A. Miller*	BA, Emory University, 2000	---	Sr. Financial Analyst	2
Matthew A. Satnick	BA, U Penn, 2001	---	Financial Analyst	1
Meg Dimeling*	BA, Yale, 2002	---	Summer Analyst	

* *These individuals are no longer employed by Lazard*

Detail of Requested Fee & Expense Amounts
Please See Exhibit C

¹ The **Series 7** examination is a required exam to obtain the main NASD series license. It is a comprehensive standardized test that covers 3 broad areas of expertise in business and financial matters: Securities Markets and Customer Accounts, Product Knowledge, and Investment and Economic Analysis.
The **Series 24** examination is for licensing NYSE managers to supervise branch activities as a General Securities Principal. The test covers such topics as: Supervision of Investment Banking, Trading Market Supervision, Sales Supervision, Primary and Secondary Markets, Supervising Customer Accounts and Orders, and Investment Companies and Retirement Plans.
The **Series 63** is required for most individuals who solicit orders for any type of security in that state. The exam covers topics such as: State Registration Laws and Procedure, Lawful Practices, and a Definition of Terms.

Compensation by Project Category
Please see Exhibit D – Detail of Hours Expended

Lazard, in its normal course of business, invoices its clients a flat monthly fee and does not charge by the hour. Thus, Lazard does not ordinarily keep time records. However, for the benefit of the Court, Lazard has recorded its hourly time and has provided summaries of the time spent by professionals during the Complete Compensation Period, attached hereto as **Exhibit D**.

Expense Summary
Please see Exhibit E – Detail of Expenses

**IN THE UNITED STATES BANKRUPTCY COURT
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In re:)	Chapter 11
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)	Case. Nos. 99-04497 (PJW)
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FRUIT OF THE LOOM, INC., et al.,)	
a Delaware Corporation,)	Jointly Administered
)	
Debtors)	

FINAL APPLICATION OF LAZARD FRÈRES & CO. LLC AS INVESTMENT BANKER AND FINANCIAL ADVISOR FOR THE DEBTORS AND DEBTORS-IN-POSSESSION FOR ALLOWANCE OF COMPENSATION FOR PROFESSIONAL SERVICES RENDERED AND FOR REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES INCURRED FROM DECEMBER 29, 1999 – APRIL 30, 2002.

Pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and the Court’s Administrative Order Pursuant to Sections 105(a) and 331 of the Bankruptcy Code Establishing Revised Procedures for Interim Compensation and Reimbursement of Expenses for Professionals, dated February 6, 2001 (the “Procedures”), Lazard Frères & Co. LLC (“Lazard”) files this Final Application (the “Application”) for Allowance of Compensation and Reimbursement from **December 29, 1999 – April 30, 2002** (the “Complete Compensation Period”). By this Application, Lazard seeks a Final Allowance of **\$8,776,972** for financial advisory services provided to Fruit of the Loom, Inc., (collectively, the “Debtors” and “Debtors-in-Possession”), and reimbursement of expenses pursuant to Lazard’s engagement letter (the “Engagement Letter”) attached hereto as **Exhibit A**. In support of this Application, Lazard respectfully represents as follows:

BACKGROUND

1. On December 29, 1999, Fruit of the Loom, Inc., (“Fruit” or the “Company”) and certain of its direct and indirect subsidiaries, as debtors and debtors in possession (collectively the “Debtors”) filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code.
2. The Debtors are Delaware corporations that have their principal place of business at One Fruit of the Loom Drive, P.O. Box 90015, Bowling, Kentucky 42102-9015. The Debtors are an

internationally, vertically integrated basic apparel manufacturer operating in over 60 countries worldwide and emphasizing branded products for consumers ranging from infants to senior citizens.

3. Lazard was retained as investment banker and financial advisor to the Debtors to perform services set forth in the amended and restated letter agreement as of March 2, 2000, attached hereto as **Exhibit A**. The Debtors retained Lazard concurrent with its bankruptcy filing to provide investment banking and financial advisory services in connection with the restructuring of the Debtors' approximately \$1.75 billion of outstanding pre-petition indebtedness.
4. The Court approved the Debtors' retention of Lazard as investment banker and financial advisor as stated in the Retention Order dated March 14, 2000, attached hereto as **Exhibit B**.
5. Pursuant to its engagement letter, Lazard agreed, in consideration of the compensation provided in the engagement letter, to perform the following investment banking services as the Company may reasonably request including:
 - (a) Reviewing and analyzing the Company's business, operations and financial projections;
 - (b) Evaluating the Company's debt capacity in light of its projected cash flows;
 - (c) Assisting in the determination of an appropriate capital structure for the Company;
 - (d) Determining a range of values for the Company on a going concern basis;
 - (e) Advising the Company on tactics and strategies for negotiating with the holders of the Existing Debt Obligations (the "Lenders");
 - (f) Rendering financial advice to the Company and participating in meetings or negotiations with the Lenders and/or Rating agencies or other appropriate parties in connection with any restructuring, modification or refinancing of the Company's Existing Debt Obligations;
 - (g) Advising the Company on the timing, nature, and terms of new securities, other consideration or other inducements to be offered pursuant to the Restructuring;
 - (h) Advising and assisting the Company in evaluating potential capital markets transactions of public or private unsecured debt or equity offerings (a "Financing Transaction") by the Company, and, on behalf of the Company, evaluating and contacting potential sources of capital as the Company may designate and assisting the Company in negotiating such a Financing Transaction;

- (i) Assisting the Company in preparing documentation required in connection with the Restructuring of the Existing Debt Obligations;
 - (j) Assisting the Company in identifying and evaluating candidates for a potential Business Combination, advising the Company in connection with negotiations and aiding in the consummation of a Business Combination² including the undertaking of any appropriate financial analysis in connection therewith;
 - (k) Advising and attending meetings of the Company's Board of Directors and its committees;
 - (l) Providing testimony, as necessary, in any proceeding before the Bankruptcy Court; and
 - (m) Providing the Company with other appropriate general restructuring advice.
6. All services for which compensation is requested by Lazard were performed for or on behalf of the Debtors.
7. Lazard has not entered into any agreement (other than the engagement letter referred to in **Exhibit A**), express or implied, with any party in interest, including the Debtors, any creditors, or any representative of any of them, or with any attorney for such party in interest, for the purpose of fixing the fees or other compensation to be paid to Lazard for services rendered in connection herewith, from the assets of the Debtors. There is no agreement or understanding between Lazard and any other person, for the sharing of compensation received or to be received for services rendered in connection with these proceedings.

SERVICES PROVIDED

8. Lazard was the Debtors' investment banker and financial advisor while they were in Chapter 11 bankruptcy. As a financial advisor, Lazard assisted the Debtors in their restructuring and reorganization and offered advice to the Debtors' management in other related matters. The professionals who rendered investment banking and financial advisory services in these cases are as follows: Barry W. Ridings, Managing Director; J. Blake O'Dowd, Director; Eric R. Mendelsohn, Vice President; Morgan P. Blackwell, Associate; John F. (Jack) Nugent,

² The term "Business Combination" means any transaction or series of transactions involving (a) an acquisition, merger, consolidation, or other business combination pursuant to which the business or assets of the Company are combined with a non-affiliated company or any of such company's subsidiaries; (b) the acquisition, directly or indirectly, by a buyer (which term shall include a "group" of persons as defined in Section 13(d) of the Securities Exchange Act of 1934, as amended), of equity interests or options, or any combination thereof constituting a majority of the then outstanding stock of the Company or possessing a majority of the then outstanding voting power of the Company (except as may occur as a result of the Restructuring); (c) any similar purchase or other acquisition by a buyer of significant assets of the Company or (d) the formation of a joint venture or partnership with the Company or direct investment in the Company for the purpose of effecting a transfer of a controlling or significant minority interest in the Company to an independent third party.

Associate; Roger C. Rumsey, Associate; Scott T. Seymour, Associate; David Acosta, Financial Analyst; Brenna S. Haysom, Financial Analyst; Richard A. Miller, Financial Analyst; Matthew Satnick, Financial Analyst; and Megan Dimeling, Summer Analyst.

9. During the Complete Compensation Period, the Debtors relied heavily on the experience and expertise of the above named persons in dealing with matters relating to the Company's restructuring, including strategy, financing alternatives, management issues, asset sales and interface with the Committee's advisors and other parties-in-interest. As a result, Lazard's most highly skilled restructuring professionals devoted significant time and effort to perform the required professional services properly and expeditiously.
10. The Debtors acknowledge and agree that Lazard's restructuring expertise as well as its capital markets knowledge, financing skills and mergers and acquisitions capabilities, some or all of which were required by the Debtors during the term of Lazard's engagement hereunder, were important factors in determining the amount of the Monthly Advisory Fee and the Restructuring Fee (as stated in **Exhibit A**, paragraphs 3(a) and 3(d)) and that the ultimate benefit to the Debtors of Lazard's services hereunder could not be measured merely by reference to the number of hours expended by Lazard's professionals in the performance of such services. In addition, given the numerous issues which Lazard was required to address in the performance of its services hereunder, Lazard's commitment to the variable level of time and effort necessary to address all such issues as they arose, and the market prices for Lazard's services for engagements of this nature in an out-of-court context, the Debtors agree that the fee arrangements are reasonable under the standards set forth in 11 U.S.C. Section 328(a).
11. In order to assist the Court in understanding and evaluating the scope and breadth of Lazard's work, we have categorized our activities into 10 project groups as follows:

PROJECT DESCRIPTIONS

Project #	Description
1	Interface with Professionals, Official Committees, and Other Parties-In-Interest (Meetings, conference calls and general correspondence with constituentcies)
2	Business Operations Planning, Monitoring, Reporting and Analysis (Preparation/analysis/review of historical and projected financials)
3	Preparation and/or Review of Court Filings (Various motions, orders, applications and objections)
4	Court Testimony/Deposition and Preparation (Presentation of professional services in Bankruptcy Court)
5	Valuation Analysis of Going Concern Entity and Non-Operating Assets (Public comparables, precedent transactions, discounted cash flow analysis, etc.)
6	Capital Structure Review and Analysis (Debt capacity analysis, pro-forma capital structure analysis, liquidation analysis)
7	Merger & Acquisition Activity (Evaluating strategic alternatives for the Company, advising on completion of a business combination, leading non-core asset sales)
8	Financing Including DIP and Exit Financing, Plan of Reorganization Issues (Identification of lenders, negotiation of terms, POR negotiation and preparation)
9	General Corporate Finance, Research and Analysis, and Other Due Diligence (Preparation for financial forecasting, valuation, debt capacity, and other analysis)
10	Fee Application, Engagement (Maintain time records by professional and project, establish retainment terms)

12. The restructuring professionals who rendered services relating to each category are identified, along with the number of hours for each individual and the total compensation sought for each category, in **Exhibit D** attached hereto. During the 28-month period from December 29, 1999 through April 30, 2002, the Lazard professionals rendered a total of 10,794 hours. The tables below summarize the time spent by individual and by project:

Summary of Services Rendered by Project

December 29, 1999 - April 30, 2002

Project Code	Total Hours
1	1,430.8
2	1,623.8
3	430.1
4	207.8
5	1,044.1
6	389.0
7	3,588.8
8	672.8
9	1,231.1
10	175.8
	<u>10,794.0</u>

Summary of Services Rendered by Professional

Name	Total Hours
BARRY W. RIDINGS, MANAGING DIRECTOR	1,212.2
J. BLAKE O'DOWD, DIRECTOR	2,355.9
ERIC R. MENDELSON, VICE PRESIDENT	1,873.6
MORGAN BLACKWELL, ASSOCIATE	3,136.9
JOHN F. (JACK) NUGENT, ASSOCIATE	796.5
ROGER RUMSEY, ASSOCIATE	91.0
SCOTT SEYMOUR, ASSOCIATE	902.5
DAVID ACOSTA, ANALYST	50.0
BRENNA HAYSOM, ANALYST	100.5
RICHARD A. MILLER, ANALYST	275.0
MATTHEW A. SATNICK, ANALYST	NM (1)
MEG DIMELING, SUMMER ANALYST	NM (1)
TOTAL HOURS FOR LAZARD	<u>10,794.0</u>

(1) Worked considerable time as summer analysts, but did not keep hours.

13. The Debtors' main objectives in these cases were to (i) establish adequate liquidity to fund operations during the bankruptcy process, (ii) sell non-essential operations, (iii) develop financial forecasts and budgets for the time period during and after reorganization, (iv) develop and negotiate a plan of reorganization that maximized recoveries to creditors, (v) market and sell substantially all the assets of Fruit of the Loom, Inc. and (vi) confirm a plan of reorganization incorporating the sale. Below is a summary of how Lazard provided value-added services in helping the Debtors achieve these goals:

Analyzed and Assisted in the Establishment of Adequate Liquidity

Throughout these chapter 11 cases, Lazard actively assisted the Debtors in quantifying the state of its liquidity and future liquidity requirements. Lazard also assisted the Debtors in negotiating and obtaining its DIP facility and testified on the DIP at the outset of these chapter 11 cases. Lazard's knowledge of current loan market trends and its relationships with the DIP lenders also assisted the Debtors in their DIP loan negotiations. Lazard also assisted in the extension of the Company's DIP facility and in the procurement of exit financing in conjunction with the original stand-alone restructuring plan described in the March 2001 Disclosure Statement.

Assisted in the Development of Financial Forecasts (Five-Year Plan)

Lazard spent significant time assisting the Debtors with internal planning and budgeting. Lazard created and maintained robust and flexible financial models to help the Debtors evaluate different strategic and financial alternatives under a wide variety of scenarios. These models served as the basis for Lazard's valuation and capital structure analyses that were required for the Debtors' reorganization.

Performed Valuation Analysis

Lazard performed a variety of generally accepted valuation analyses, but primarily relied on discounted cash flow analysis, comparable company analysis, and precedent transactions analysis to determine Fruit's theoretical total enterprise value ("TEV") in conjunction with the original stand-alone restructuring plan. The experience of Lazard's professionals contributed to the determination of a credible estimated

valuation and the results of these analyses played a critical role in negotiations with the Debtors' creditors and other parties-in-interest.

Assisted in preparation of Plan of Reorganization and Disclosure Statements

Lazard spent significant time assisting the Debtors and Debtors' counsel in drafting multiple Plans of Reorganization and Disclosure Statements. Lazard also spent significant time preparing for testimony in conjunction with objections and litigation concerning the treatment of various creditors in the Plan of Reorganization.

Assisted in De-leveraging the Balance Sheet and Establishing an Appropriate Capital Structure

Lazard researched the capitalizations of other companies in the textile industry and compared the Debtors' coverage, leverage and debt/equity ratios under alternative capital structures to the ratios of comparable companies and rating agency benchmarks. The experience of Lazard's professionals contributed to the determination of a credible estimated debt capacity. These analyses played a critical role in negotiations with the Debtors' creditors and other parties-in-interest and resulted in a significant reduction in debt under the original stand-alone plan.

Negotiated with Parties-in-Interest

Lazard spent a significant amount of time interfacing and negotiating with various parties-in-interest in the Debtors' Chapter 11 case. Lazard spent significant time and resources creating presentations and attending discussions with various parties-in-interest in order to keep them informed about the Debtors' operations, current financial projections, proposed capital structures, and other key events.

As a result of Lazard's active role in the multi-faceted plan negotiation process, major creditor constituencies including the Bank Steering Committee, the Noteholders Steering Committee and the Unsecured Creditors Committee agreed to convert approximately \$1.6 billion of claims (senior lender claims, general unsecured claims, and senior subordinated notes) into a \$300 million note and equity in a reorganized,

stand-alone Fruit of the Loom. In connection with the negotiations, Lazard also provided analyses of creditor recoveries under various scenarios.

Lazard also participated in various inter-creditor negotiations on behalf of the debtors including the following: (i) the mediation of the avoidance action between the Unsecured Creditors Committee and the Bank Steering Committee / Noteholders Steering Committee; and (ii) the settlement of litigation concerning the Plan of Reorganization from the Ad Hoc Committee of 8 7/8% Noteholders. These efforts resulted in a consensual Plan of Reorganization, thereby reducing the amount of time that the Debtors were in chapter 11.

Lazard also spent a significant amount of time negotiating with various parties-in-interest to develop and gain consensus on a post-petition Critical Employee Retention Plan and, when the Company was pursuing a stand-alone reorganization, on a post-emergence compensation plan.

Eliminated Non-Essential Operations

In December of 1999, Lazard assisted the Debtors in identifying and evaluating candidates with an interest in acquiring Gitano. From a list of 48 potential buyers, three parties participated in the Bankruptcy Court auction managed by Lazard on June 8, 2000 and after 18 rounds of bidding, VF Corporation was the winning purchaser at a price of approximately \$18 million. Lazard's efforts provided the Company the highest and best offer for the purchased assets of Gitano. The proceeds were estimated to be substantially greater than liquidation proceeds determined by Lazard's liquidation analysis.

In the spring of 2000, Lazard initiated a sale process for Jet Sew Technologies, Incorporated. Lazard's efforts resulted in the submission of a signed Asset Purchase Agreement (the "APA") with Mohawk in late November 2000 for approximately \$3.5 million. Mohawk's offer was market tested with 17 other strategic buyers. No other buyer was willing to purchase the Jet Sew assets for more than \$3.5 million and the

purchase price was estimated to be substantially greater than liquidation proceeds determined by Lazard's liquidation analysis.

Sold Substantially All of the Assets of Fruit of the Loom, Inc. to Berkshire Hathaway Inc.

The Debtors, in conjunction with the Bank Steering Committee, the Noteholders Steering Committee and the Unsecured Creditors Committee decided to pursue a standby purchaser for a portion of the equity to be issued in the standalone restructuring plan. Lazard prepared an offering memorandum on the Debtors' businesses, authored a management presentation and conducted an extensive and exhaustive marketing process to potential buyers that Lazard, in conjunction with management and the creditor constituents, believed might have an interest. Lazard contacted a total of 29 potential buyers, managed the due diligence and information requests of the interested parties, and negotiated with the interested parties during the marketing process. Lazard's marketing and negotiating efforts resulted in the submission of multiple expressions of interest, and eventually, a signed Asset Purchase Agreement with Berkshire Hathaway Inc. on November 1, 2001 for \$835 million³ in cash for substantially all the assets of Fruit of the Loom, Incorporated. Shortly thereafter, Lazard provided testimony on behalf of the Debtors in support of the bidding procedures and break-up fee offered to Berkshire Hathaway. On April 19, 2002, this Court signed the order authorizing the sale to Berkshire Hathaway and on April 30, 2002 the transaction was closed. Lazard's efforts have assured the Company and its creditors that the highest and best offer for the purchased assets was received.

FEE STATEMENTS

14. Lazard requests final compensation in the amount of **\$8,623,776** for the period of December 29, 1999 through April 30, 2002, of which **\$3,932,738 is paid** and **\$4,691,038 is unpaid**, as compensation for professional services rendered during the Complete Compensation Period as

³ As of closing, total bid consideration was \$922.8 million, comprised of cash of \$835 million, assumption of \$31.5 million in capital leases and a working capital adjustment of \$106.6 million, reduced by an implied pension deficit of \$50.3 million

per its Engagement Letter. This amount consists of a \$367,572 Business Combination Fee for the sale of Gitano; a \$70,650 Business Combination Fee for the sale of Jet Sew Technologies, Incorporated; a Restructuring Fee of \$3,971,038; and \$4,214,516 of monthly fees for December 29, 1999 through April 30, 2002 at \$150,000 per month. See **Exhibit C** for a detailed calculation.

15. Although Lazard assisted the Company the sale of the Russell Hosiery trademark and is therefore entitled, under terms of the engagement letter, to a fee of \$20,000, Lazard has not included the Business Combination Fee associated with that transaction in the calculation above. In the event that the fees identified in paragraph 14 do not get approved, Lazard reserves its right to apply for a Business Combination Fee on the Russell Hosiery transaction.
16. Lazard, in its normal course of business, invoices its clients a flat monthly fee and transaction fees and does not charge by the hour. Thus, Lazard does not ordinarily keep time records. However, for the benefit of the Court, Lazard has recorded its hourly time and has provided summaries of the time spent by professionals during the Complete Compensation Period, attached hereto as **Exhibit D**.
17. In accordance with the factors enumerated in section 327(a) of the Bankruptcy Code, it is respectfully submitted that the amount requested by Lazard is fair and reasonable given (a) the complexity of these cases, (b) the time expended, (c) the nature and extent of the services rendered, (d) the value of such services, and (e) the costs of comparable services other than in a case under this title. Moreover, Lazard has reviewed the requirements of Order No. 32 and believes that this Application complies with that Order.

ACTUAL AND NECESSARY EXPENSES

18. Lazard also requests an allowance of **\$153,196** of which **\$148,527 is paid** and **\$4,669 is unpaid**, as reimbursement for actual and necessary expenses Lazard incurred during the Complete Compensation Period. Lazard has had to fund all of the expenses sought hereby before seeking reimbursement. Lazard includes in this application only those items of expense that it customarily charges its clients, and which are not otherwise absorbed in Lazard's overhead.
19. With respect to expenses, it should be noted that Lazard has absorbed certain expenses customarily charged by other professionals in bankruptcy cases. For example, Lazard does not

allocate office telephonic charges by client and thus these costs are absorbed by Lazard in its overhead and not charged to the Debtors' estate. Lazard respectfully submits that the expenses for which it seeks allowance during the Application Period are necessary and reasonable both in scope and amount. Lazard has provided supporting detail of the expenses incurred in **Exhibit E**.

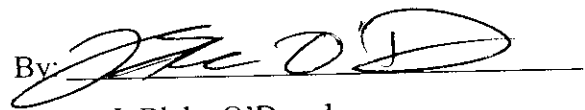
20. WHEREFORE, Lazard respectfully requests (i) allowance of compensation for professional services rendered during the Compensation Period in the amount of **\$8,623,776** and reimbursement for actual and necessary expenses Lazard incurred during the Compensation Period in the amount of **\$153,196** for a total amount requested of **\$8,776,972** (ii) that the allowance of such expenses incurred be without prejudice to Lazard's right to seek such further compensation for the full value of services performed; and (iii) that the Court grant Lazard such other and further relief as is just.

Calculation of Fees Requested Pursuant to the Final Fee Application	
Total Monthly Fees ⁽¹⁾	\$4,652,738
Restructuring Fee	\$3,971,038
Add: Total Out of Pocket Expenses	<u>\$153,196</u>
Total Requested Amount	<u>\$8,776,972</u>
Less: Payments Received	<u>(\$4,081,265)</u>
Net Requested Amount	<u><u>\$4,695,707</u></u>
<small>(1) Includes two Business Combination Fees, \$367,572.00 for the sale of Gitano and \$70,650.00 for the sale of JetSew</small>	

Dated: June 24, 2002

New York, New York

LAZARD FRÈRES & CO. LLC

By: 

J. Blake O'Dowd
 Director
 Lazard Frères & Co. LLC
 30 Rockefeller Plaza, 61st Floor
 New York, NY 10020
 (212-632-6000)
 Financial Advisors for Debtors and
 Debtors-in-Possession

THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
)	
)	Case. Nos. 99-04497 (PJW)
)	
FRUIT OF THE LOOM, INC., et al.,)	
a Delaware Corporation,)	Jointly Administered
)	
Debtors)	
)	


J. BLAKE O'DOWD, being duly sworn, deposes and says:

1. I am an employec of Lazard Frères & Co. LLC (“Lazard”), which firm maintains offices for providing investment banking services at 30 Rockefeller Plaza, New York, New York 10020. Lazard has acted as investment banker to and rendered professional services on behalf of FRUIT OF THE LOOM, INC., et al. (“Fruit” or the “Debtors”) and certain affiliates and subsidiaries, each debtors and debtors-in-possession herein.

2. This affidavit is submitted pursuant to Bankruptcy Code Rule 2016 in connection with Lazard’s final application (the “Application”) for an allowance of compensation for services rendered to the Debtors from December 29, 1999 through April 30, 2002 in the amount of **\$8,623,776** and approval of reimbursement of out-of-pocket expenses incurred in connection therewith in the sum of **\$153,196** for a total of **\$8,776,972**. The net compensation requested, after crediting payments received, is **\$4,695,707**.

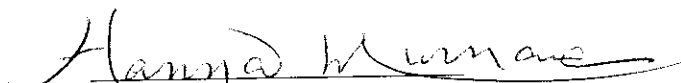
3. All of the services for which compensation is sought by Lazard were performed for and on behalf of the Debtors and not on behalf of any other person.

4. No agreement or understanding exists between Lazard and any other entity for the sharing of compensation received or to be received for services rendered in or in connection with these cases.



J. Blake O'Dowd
Director

Sworn to before me this 24th day of June 2002



Hanna Murnane
Notary Public

HANNA MURNANE
Notary Public, State of New York
No. 41-4729327
Qualified in Queens County
Commission Expires March 30, 2006

**CERTIFICATION PURSUANT TO ADMINISTRATIVE ORDER UNDER 11 U.S.C §§ 105
(a) AND 331 ESTABLISHING PROCEDURE FOR INTERIM COMPENSATION AND
REIMBURSEMENT OF EXPENSES FOR PROFESSIONALS**

I have read the Application of Lazard Frères & Co. LLC (“Lazard”) for Allowance of Monthly Compensation and Reimbursement of Expenses for the Period from December 29, 1999 through April 30, 2002 (the “Application”)

To the best of my knowledge, information and belief, formed after reasonable inquiry, the Application complies substantially with the mandatory guidelines set forth in the Administrative Order 11 U.S.C. §§ 105 (a) and 331 Establishing Procedure For Interim Compensation and Reimbursement Of Expenses For Professionals dated December 30, 1999 (the “Procedures”).


To the best of my knowledge, information and belief, formed after reasonable inquiry, the fees and disbursements sought in the Application fall within the guidelines of the Procedures, except as specifically noted in this certification and in the Application.

To the best of my knowledge, information and belief, formed after reasonable inquiry, the fees and disbursements sought are billed in accordance with the practices customarily employed by Lazard and generally accepted by Lazard’s clients.

To the best of my knowledge, information and belief, formed after reasonable inquiry; in providing reimbursable services, Lazard does not make a profit on these services; in charging for a particular service, Lazard does not include in the amount for which reimbursement is sought the amortization of the cost of any investment, equipment or capital outlay; in seeking reimbursement

for services which Lazard justifiably purchased or contracted from a third party, Lazard seeks reimbursement only for the amount paid by Lazard to such vendor.

Dated: June 24, 2002
New York, New York

By: 
J. Blake O'Dowd
Director