

**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)
:
: Jointly Administered
Debtors. :
-----X

**FINAL (EIGHTEENTH) MONTHLY APPLICATION OF NOEL &
ASSOCIATES, UNDER 11 U.S.C. §§ 330 AND 331, SEEKING
PAYMENT OF COMPENSATION FOR SERVICES
RENDERED AND FOR REIMBURSEMENT OF EXPENSES**

Name of Applicant: Noel & Associates

Authorized to Provide
Professional Services to: NWI Land Management, Corp.

Date of Retention: Effective December 29, 1999¹

Period for Which Compensation
And reimbursement is Sought: July 1, 2002, through
October 14, 2002

Amount of Compensation
Requested: \$30,067.00²

¹ The Bankruptcy Court approved Fruit of the Loom's retention and employment of Noel & Associates pursuant to the Administrative Order Authorizing Retention of Professionals in the Ordinary Course of Business, dated as of December 30, 1999; however, because Noel & Associates' fees in connection with the Insurance Coverage Litigation are expected to exceed the authorized limit for ordinary course professionals, Fruit of the Loom, Inc. and NWI Land Management Corp. filed an application, dated as of February 14, 2001, seeking the entry of an order authorizing the retention, employment, compensation, and reimbursement of Noel & Associates, as special counsel, pursuant to sections 327(e) and 328(a) of the Bankruptcy Code, which order the Court signed on March 14, 2001.

² Pursuant to the terms of the Revised Compensation Order, Noel & Associates seeks payment in the amount of \$30,505.02 (representing 100% of the total compensation due for professional services rendered and reimbursement of 100% of reasonable and necessary expenses incurred pending allowance) in respect of the Final (Eighteenth) Compensation Period.

Amount of Expense

Reimbursement requested: \$ 438.02

This is an: _____ interim X final application.

The total time expended preparing this application is 5 hours, which is reflected in this application for compensation and reimbursement of expenses filed by Noel & Associates in these cases.

This is the eighteenth and final monthly application for compensation and reimbursement of expenses filed by Noel & Associates in these cases; all prior applications submitted have been approved.

**Final (Eighteenth) Fee Application of Noel & Associates
Summary of Professionals Providing Services
To The Successor Trustee for NWI Land Management Corp.**

Name	Position; Experience	Hourly Rate³	Total Hours	Total Compensation
John E. Noel	Partner, 28 years experience in complex litigation	\$290	55.0	\$15,950.00
Thomas M. Genovese	Senior counsel, 29 years experience in complex litigation	\$265	48.4	\$12,826.00
Erin Sloan	Paralegal, 5 years working on these insurance matters	\$105	14.2	\$ 1,291.00
Total		\$255.67	117.6	\$30,067.00

³Through April 19, 2002 the rates indicated are the rates which became effective September 1, 2001 with a 20% discount. After the Court's approval of the Plan on April 19, 2002, no discount was taken from the normal hourly rates.

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**FINAL (EIGHTEENTH) APPLICATION OF NOEL & ASSOCIATES, AS
SPECIAL COUNSEL, FOR FRUIT OF THE LOOM, INC. AND NWI
LAND MANAGEMENT CORP., UNDER 11 U.S.C. §§ 330 AND 331,
SEEKING APPROVAL AND ALLOWANCE OF COMPENSATION FOR
SERVICES RENDERED AND FOR REIMBURSEMENT OF EXPENSES**

Noel & Associates represents Fruit of the Loom, Inc. ("FTL") and NWI Land Management Corp. ("NWI," and together with FTL and their affiliated debtors and debtors-in-possession herein, "Fruit of the Loom"), in an action pending in the Circuit Court of Cook County, Illinois, captioned *Fruit of the Loom, Inc., et al. v. Transportation Insurance Co., et al.*, (Case No. 97 L 13555) (the "Insurance Coverage Litigation"). Noel & Associates submits this application (the "Application") to the Court, pursuant to 11 U.S.C. §§ 330 and 331, 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 payment of final compensation for professional services rendered in the amount of \$30,067.00, and reimbursement of reasonable and necessary expenses incurred in the amount of \$438.02, during the period between July 1, 2002, through October 14, 2002 (the "Final (Eighteenth) Compensation Period"), for a total award of \$30,505.02 (representing 100% of the total compensation due for professional services rendered and reimbursement of 100% of the actual, reasonable and necessary expenses 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. On April 19, 2002, the Court preliminarily approved a

Plan of Reorganization which included, inter alia, creation of a successor entity to handle the rights and liabilities of FTL and NWI. A Successor Trustee was appointed by the Court on August 9, 2002 in these chapter 11 cases to handle the rights and liabilities a FTL/NWI Successor entity.

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. §§ 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").

RETENTION OF NOEL AND ASSOCIATES AND BILLING HISTORY

4. Noel & Associates' 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 Noel & Associates' fees in connection with the Insurance Coverage Litigation are expected to exceed the authorized limit for ordinary course professionals, Fruit of the Loom, Inc. and NWI Land Management Corp. filed an application, dated as of February 14, 2001 (the "Noel Retention Application"), seeking the entry of an order authorizing the retention, employment, compensation, and reimbursement of Noel & Associates, as special counsel, pursuant to sections 327(e) and 328(a) of the Bankruptcy Code, which order the Court signed on March 14, 2001 (the "Noel Retention Order").

5. The Noel Retention Order authorized FTL and NWI, pursuant to sections 327(e) and 328(a) of the Bankruptcy Code, to retain, employ, compensate, and reimburse Noel & Associates as special counsel on the terms and conditions set forth in the Noel Retention Application and the Engagement Letter (copy annexed to the Noel Retention Application) including the contingency fee scheme set forth therein, subject to Noel & Associates 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 case law, 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. Noel & Associates and the Estate have agreed to settle claims for contingency fees in return for Noel & Associates withdrawal from the Insurance Coverage Litigation and the transfer of handling that matter to the Successor Trustee and Velsicol. Noel & Associates acknowledges that the agreed settlement amount has been paid to Noel & Associates.

6. During 2000, Noel & Associates submitted six invoices to FTL and NWI in the aggregate amount of \$94,135.10 for compensation and expenses incurred prior to November 1, 2000 in connection with the Insurance Coverage Litigation. As of the date hereof, Noel and Associates has received payments in the aggregate amount of \$94,135.10 in respect of such invoices pursuant to the Ordinary Course Professionals Order.

7. This Application is Noel & Associates' final (eighteenth) monthly application for approval and allowance of compensation and reimbursement of expenses. Noel & Associates prior Fee Applications for fees and expenses have been approved without objection and paid in full. Noel & Associates makes this Application for final compensation and reimbursement of expenses pursuant to the Revised Compensation Order.

8. No prior application has been made to this or any other court for the relief requested herein, nor has payment been received by Noel & Associates for services provided to and on behalf of the Successor Trustee, FTL or NWI, or for expenses incurred in connection therewith, during the Final (Eighteenth) Compensation Period.

9. Noel & Associates 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 Noel Retention Order as provided in the Noel Retention Application.

STATUS OF INSURANCE COVERAGE LITIGATION

10. Upon the commencement of the Insurance Coverage Litigation, FTL was the sole named plaintiff and comprehensively named over 40 insurance carriers as defendants. The defendants are primary, umbrella and excess carriers that issued policies prior to 1986, which covered property damage, personal injury and other risks (the "Policies").

11. Noel & Associates assisted in the preparation and filing of the second amended complaint, which was filed in the Insurance Coverage Litigation in October 1998 (the "Second Amended Complaint"). That Second Amended Complaint seeks a declaration of rights to provide coverage under certain of the

the Policies. The Second Amended Complaint also seeks repayment of in excess of \$150 million of defense and indemnification costs incurred by various parties, including NWI.

12. Pending before the court in the Insurance Coverage Litigation is Noel & Associates Motion To Withdraw which is scheduled for hearing on Monday, October 21, 2002. Once approved, pursuant to agreement of the parties, Noel & Associates will transfer the remainder of it's files, including work product materials, to Velsicol.

APPLICATION

13. By this Application, Noel & Associates is seeking (a) allowance of reasonable compensation for actual and necessary professional services rendered by Noel & Associates, and reimbursement of actual and necessary expenses incurred by Noel & Associates in connection with the rendition of professional services during the Final (Eighteenth) Compensation Period, and (b) payment of 100% of the compensation and 100% of the expense reimbursement requested hereunder.

14. Noel & Associates seeks final payment of compensation in the amount of \$30,067.00 for professional services rendered on behalf of NWI by Noel & Associates during the Final (Eighteenth) Compensation Period, and reimbursement in the amount of \$ 438.02 for reasonable and necessary expenses incurred in connection with the rendition of such services,

totaling 30,505.02 (representing 100% of the total compensation due for professional services rendered and reimbursement of 100% of the actual, reasonable and necessary expenses incurred pending allowance) in respect of the fees and expenses requested pursuant to this Final Application. The fees sought by this Application reflect an aggregate of 117.6 hours of attorney and paraprofessional time spent and recorded in performing services for NWI during the Final (Eighteenth) Compensation Period, at a blended average hourly rate of \$255.67 for both professional and paraprofessionals.

15. Noel & Associates rendered all services for which compensation is sought to NWI solely in connection with the Insurance Coverage Litigation in furtherance of recovering insurance proceeds for the benefit of debtor's estate. Fees charged reflected an agreed 20% discount until April 19, 2002, when the Court approved a Plan which anticipated the withdrawal of Noel & Associates from the Insurance Coverage Litigation. The court approved on August 9, 2002 the agreement between Fruit of the Loom and Noel & Associates to compromise the contingent portion of fees anticipated by Noel & Associates to a lump sum and future billings by Noel & Associates at standard rates.

16. Noel & Associates maintains written records of the time expended in the rendition of the professional services required by the Successor Trustee and NWI. These records are

maintained in the ordinary course of Noel & Associates' practice. For the convenience of the parties, prefixed hereto as part of the cover sheet is a comprehensive billing summary for the Final (Eighteenth) Compensation Period, setting forth the name of each Noel & Associates' attorney and paraprofessional for whose work 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, and an indication of the individual amounts requested as part of the total amount of compensation requested for this Final Compensation Period.

17. Annexed hereto as Exhibit B are Noel & Associates' time entries setting forth a detailed list of services performed by each attorney and paraprofessional on behalf NWI.

SUMMARY OF PROFESSIONAL SERVICES RENDERED

18. To provide an orderly summary of the services rendered on behalf of the Estate by Noel & Associates, and in accordance with the U.S. Trustee Guidelines, Noel & Associates has established the following separate project billing categories in connection with these cases:

- (a) Discovery matters;
- (b) Preparation of pleadings;
- (c) Court hearings and preparation for same;

- (d) Contacts with adverse parties and third parties;
- (e) Summary and analysis of information supporting claims and conferences with client.

19. The following summary is intended to highlight a number of the services rendered by Noel & Associates in the separate billing categories where Noel & Associates has expended a considerable number of hours on behalf of the Successor Trustee and NWI, and it is not meant to be a detailed description of the day-to-day services provided by Noel and Associates and the time expended performing such services in each project billing category are fully set forth in Exhibit A. The detailed descriptions show that Noel & Associates has been heavily involved in the conduct of the Insurance Coverage Litigation on a daily basis, including night time work.

20. During this Final Compensation Period, Noel & Associates attorneys spent time drafting and filing necessary pleadings, researching and analyzing case authority relating to numerous issues, including attorney conflict issues, insurance coverage, discovery, and procedural matters, relevant to the Insurance Coverage Litigation.

21. Noel & Associates attorneys drafted and filed

motions concerning the disputed matters. Noel & Associates also responded to requests of the defendant insurers and prepared its files for surrender to Velsicol's lawyers who will take the lead in the litigation.

22. Noel & Associates has reviewed and analyzed the Policies and relevant business records of FTL and NWI concerning the claims asserted in the Insurance Coverage Litigation in order to respond to discovery, identify and remove privileged materials, and to prepare the case for trial. In addition, Noel & Associates has communicated with various lawyers and third parties who are in possession of factual information and privileged communications which bear on the claims asserted in the Insurance Coverage Litigation.

CONDITIONS UNDER WHICH SERVICES WERE PROVIDED

23. Noel & Associates attorneys were required to render services during the Final Compensation Period each week. The Noel & Associates attorneys working on the Insurance Coverage Litigation were required to devote substantial amounts of their time to the case, to the exclusion of other clients. It is accordingly not possible to detail the many drafting sessions, conferences, telephone conversations, settlement negotiating sessions and other matters that occupied Noel & Associates on a daily basis.

EXPENSES

24. In connection with the reimbursement of actual, reasonable and necessary expenses, it is Noel & Associates' policy to charge its clients for expenses, other than fixed and routine overhead expenses incurred in connection with representing its clients. The expenses charged to Noel & Associates clients include, among other things, telephone and express mail charges, special delivery charges, document depository and temporary storage and handling 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.

25. Noel & Associates charges NWI for these expenses at rates consistent with those charged to Noel & Associates' other clients. Noel & Associates seeks reimbursement from the Estate at the following rates for the following expenses: (a) ten cents per page for photocopying; and (b) ten cents per minute for telephone toll charges. In accordance with section 330 of the Bankruptcy Code and with the U. S. Trustee Guidelines, Noel & Associates will seek reimbursement only for the actual cost of such expenses to Noel & Associates. Reimbursement of expenses sought by Noel & Associates in

connection with the rendition of professional services during this Final Compensation Period are further described in Exhibit B attached hereto.

26. Noel & Associates personnel have not incurred expenses for luxury accommodations, deluxe meals or air travel in excess of coach fares during this Final Compensation Period.

27. The professional services rendered by Noel & Associates during this Final Compensation Period 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 the Successor Trustee and NWI were performed efficiently, effectively, and economically, and the results obtained to date have benefited the entire estate. Based on the foregoing and the annexed summaries, Noel & Associates submits that the compensation and reimbursement of expenses requested herein should be granted.

Notice

28. This Application is being served and noticed in accordance with the Revised Compensation Order.

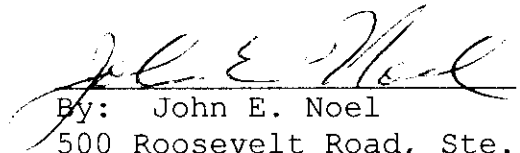
WHEREFORE, Noel & Associates respectfully requests allowance of interim compensation for professional services rendered in the amount of \$30,067.00 and reimbursement of expenses incurred in the amount of \$ 438.02 during this Final

Compensation Period for a total award of \$30,505.02 representing 100% of the total compensation due for professional services rendered and reimbursement of 100% of the reasonable and necessary expenses incurred during this Final Compensation Period), and such other related relief as is just.

Dated: Glen Ellyn, Illinois

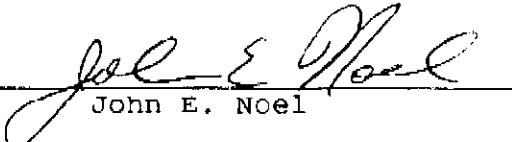
October 14, 2002

Noel & Associates

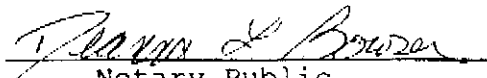


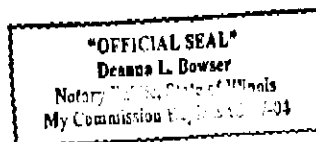
By: John E. Noel
500 Roosevelt Road, Ste. 200
Glen Ellyn, IL 60137
(630) 469-2829

categories, the Seventeenth Application of Noel & Associates complies with the requirements of Rule 2016-2 of the Local Rules.


John E. Noel

SWORN TO AND SUBSCRIBED before me
this 14th day of October, 2002


Notary Public



NOEL & ASSOCIATES

Attorney at Law
 Phone (630) 469 - 2829

500 Roosevelt Road - Suite 200
 Glen Ellyn, IL 60137
 Fax (630) 469-2892

Summary of Hours & Expenses for Final Fee Application

Summary Of Hours

Month	Totals	Discovery	Pleadings	Court	Third Pys	Client
<u>July - Oct., 2002</u>						
Noel	55	25	14.3	5	4.5	6.2
Genovese	48.4	39.7	5	2	1.5	0.2
Sloan (para.)	14.2	7.6	0	0	6.2	0.4
Total Hours:	117.6	72.3	19.3	7	12.2	6.8

July - Oct., 2002

Noel	\$15,950.00
Genovese	\$12,826.00
Sloan (para.)	\$1,291.00
Total Fees:	<u>\$30,067.00</u>

Summary Of Expenses

Month	Description	Amount
<u>July - Oct., 2002</u>		
	Overnight courier	112.38
	Paralegal Temps	0.00
	Parking	66.00
	Document Storage & Depository	0.00
	Postage	23.71
	Phone	21.20
	Transportation	0.00
	LEXIS computer assisted research	123.43
	Miscellaneous (copying costs)	91.30
	Total Expenses:	438.02

Total Fees & Expenses:

30,505.02

NOEL & ASSOCIATES
 500 Roosevelt Road, Suite 200
 Glen Ellyn, IL 60137
 Tele: (630) 469-2829
 Fax: (630) 469-2892

Invoice submitted to:
 John J. Ray, Esq.
 FOL Liquidation Trust
 c/o Avidity Partners, L.L.C.
 280 Shuman Blvd.
 Naperville IL 60563

October 14, 2002

In Reference To: **Comprehensive Insurance Litigation**
Fruit of the Loom, Inc., et al. v. Transportation Insurance Co., et al., No. 97 L 13555
(Cook Co., IL)

Invoice # 11039

Professional Services

			<u>Hrs/Rate</u>	<u>Amount</u>
7/1/2002	TMG	Review Memorandum Court Order ruling re: reinsurance and other insureds discovery issue; discuss [REDACTED]; review file pleadings and cases re: [REDACTED]	0.80 265/hr	212.00
	ES	Revise letter to all counsel re: prefix codes per JEN edits; prep notice of filing and service list for Certificate of Completeness.	1.50 105/hr	157.50
	JN	Review letter from Lord Bissell to Krantz re: locations and volumes of doc's; discuss same with [REDACTED]; review court orders rec'd from June 28 hearing.	0.50 290/hr	145.00
7/2/2002	JN	Telephone conference [REDACTED] re: filing dates for [REDACTED]	0.20 290/hr	58.00
	ES	Confer with JEN and TMG re: letters from Lord Bissell re: other law firm indicies sought by defendants; review [REDACTED] re: same; boxed more work product files for later transfer; telephone call [REDACTED] re: Privilege docs and work in process on Spriggs files.	2.20 105/hr	231.00
	TMG	Review correspondence and Court transcripts from J. Hoke re: document indices issue; review files for responsive documents per Court Order; discuss with [REDACTED]	2.00 265/hr	530.00
7/3/2002	TMG	Work on case file transition issues; discuss [REDACTED]	0.50 265/hr	132.50
	JN	Review and compare revised Lord Bissell listing of doc sources and volumes to original.	0.20 290/hr	58.00
7/5/2002	ES	Revised transfer box index; telephone call [REDACTED] re: misc. doc groups in office; U.P.S. docs to Mr. Krantz; finalize letter to Larson King re: redacted doc; confer with [REDACTED]	2.50 105/hr	262.50

Exhibit B

1015020003020

			<u>Hrs/Rate</u>	<u>Amount</u>
7/5/2002	JN	Draft letter to Mr. Laitinen with redacted pages; revise letter to defendants re: prefixes used in doc numbering and index; confer with ES re: same.	1.70 290/hr	493.00
7/8/2002	JN	Review and discuss Certificate of Completeness with TMG.	0.50 290/hr	145.00
	TMG	Work on certificate of completeness issue re: indices; discuss [REDACTED]; research [REDACTED] review Court Order and correspondence re: same; review document indices.	3.20 265/hr	848.00
7/9/2002	TMG	Prepare certificate of completeness; review production of indices to defendants; research [REDACTED] in Lexis; discuss same with [REDACTED]	3.50 265/hr	927.50
7/10/2002	JN	Edit Certificate of Completeness; prep cover letter and distribute indices to Spriggs and Sidley doc's to all parties.	1.50 290/hr	435.00
	TMG	Revise certificate of completeness; review file materials; search for indices; discuss with [REDACTED]	1.50 265/hr	397.50
7/11/2002	TMG	Review correspondence re: outstanding discovery matters; follow up; discuss [REDACTED]	0.50 265/hr	132.50
	JN	Review and consider response to letter from Krantz re: [REDACTED]	0.30 290/hr	87.00
7/16/2002	JN	Telephone conference [REDACTED] re: bankruptcy status [REDACTED]	0.20 290/hr	58.00
7/17/2002	JN	Review Krantz Motion to amend order.	0.10 290/hr	29.00
	TMG	Telephone conference with [REDACTED]	0.10 265/hr	26.50
7/18/2002	JN	Review Motion For Stay rec'd with Notice of Hearing; consider response.	0.30 290/hr	87.00
7/19/2002	TMG	Review new pleadings and correspondence; discuss discovery status hearing with J. Noel; review file materials re: same.	1.20 265/hr	318.00
	JN	Confer with TMG re: Motion of Home for summary judgment rec'd; review same; review CNA proposed stipulated facts with VCC..	0.70 290/hr	203.00
7/23/2002	TMG	Review correspondence; work on motions for summary judgment; prepare for status hearing; review motions and matters to be covered; review joint prosecution and settlement agreement.	2.80 265/hr	742.00
7/24/2002	TMG	Prepare for court hearing; review indices and file materials re: same.	1.80 265/hr	477.00

			<u>Hrs/Rate</u>	<u>Amount</u>
7/25/2002	TMG	Prepare for Court Status hearing; review court orders; motions for summary judgment and new correspondence; attend Court hearing.	5.50 265/hr	1,457.50
7/26/2002	TMG	Follow up on Court hearing issues; telephone conference [REDACTED] re: same; draft memo to file re: hearing.	1.30 265/hr	344.50
7/29/2002	JN	Review letter from Mr. Laitinen with attached pages returned review orders entered in prior week and Krantz letter re: [REDACTED]	1.00 290/hr	290.00
7/30/2002	TMG	Draft memo to file and follow up re: Court status hearing; review bates stamping issue; review file correspondence and CMO re: same.	0.80 265/hr	212.00
	JN	Telephone conference with [REDACTED] re: bankruptcy matters [REDACTED]	0.20 290/hr	58.00
7/31/2002	TMG	Discuss court status hearing [REDACTED] revise memo to file re: same.	0.50 265/hr	132.50
	JN	Confer [REDACTED] re: court hearing posture; review and discuss memo; telephone call [REDACTED], fax order to him.	0.40 290/hr	116.00
8/1/2002	JN	Review letter from Mr. Frankl re: resetting Sept 25 hearing; telephone call [REDACTED] re: same; review Great American brief supporting Motion For Summary Judgment.	0.40 290/hr	116.00
8/2/2002	TMG	Work on case file transition matters.	0.80 265/hr	212.00
8/6/2002	JN	Order rec'd from court re-setting hearings; docket same.	0.20 290/hr	58.00
	TMG	Review new correspondence and court orders.	0.50 265/hr	132.50
8/9/2002	TMG	Review/organize work product materials for case transition; review indices.	1.00 265/hr	265.00
8/12/2002	JN	Review papers filed by VCC re: CNA motion to enforce and proposed stipulations.	0.20 290/hr	58.00
8/23/2002	JN	Review Krantz letter re: Travelers position on document review.	0.10 290/hr	29.00
	TMG	Review/file recent case correspondence.	0.30 265/hr	79.50
8/27/2002	JN	Telephone conference with [REDACTED] re: [REDACTED] e-mail request to [REDACTED]	0.30 290/hr	87.00
8/28/2002	JN	Review Notice of orders approving NWI plan as of August 19 and Krantz letter and attachments re: doc's to be made available to defendants.	0.40 290/hr	116.00

			<u>Hrs/Rate</u>	<u>Amount</u>
8/29/2002	TMG	Discuss case withdrawal issues with J. Noel; Lexis research re: [REDACTED]; draft motion to withdraw.	2.30 265/hr	609.50
	JN	Review Krantz letters re: Spriggs proposed [REDACTED]	0.30 290/hr	87.00
8/30/2002	TMG	Prepare motion to withdraw and notice to client; research [REDACTED]	2.00 265/hr	530.00
	JN	Telephone conference [REDACTED] re: entry of agreed order of [REDACTED]	0.20 290/hr	58.00
9/3/2002	TMG	Prepare motion to withdraw; revise notice to client; proof of service	1.80 265/hr	477.00
9/4/2002	TMG	Research Rule 13(c) issue re: withdrawal without substitution; review file correspondence and pleadings re: same.	2.00 265/hr	530.00
	JN	Telephone conference with [REDACTED] re: bankruptcy court [REDACTED]	0.20 290/hr	58.00
9/5/2002	JN	Confer with TMG re: Motion to Withdraw process; review draft of same.	0.30 290/hr	87.00
9/12/2002	JN	Review [REDACTED]	2.00 290/hr	580.00
9/16/2002	JN	Telephone conference [REDACTED] re: bankruptcy approvals and withdrawal issues; review CNA Objections to VCC responses to Proposed Stip. of Fact re: enforcement of settlement; prep first draft of Motion to Withdraw.	2.70 290/hr	783.00
	TMG	Revise motion to withdraw; review status report issue.	0.50 265/hr	132.50
9/18/2002	JN	Telephone conference [REDACTED] re: Velsicol request for [REDACTED]	0.30 290/hr	87.00
9/20/2002	JN	Telephone conference [REDACTED] re: transfer of file to Velsicol and timetable for approvals and filings.	0.30 290/hr	87.00
9/23/2002	JN	Review Home Ins. Motion To Dismiss and Joinders; prep draft affidavit in support of Motion To Withdraw per comments [REDACTED]; review VCC Motion to Substitute COounsel.	2.00 290/hr	580.00
9/24/2002	TMG	Review VCC's motion to substitute nominal party; discuss with J. Noel.	0.50 265/hr	132.50
	JN	Review VCC Status Report filed; revise draft affidavit per comments from client; telephone call to [REDACTED]	1.70 290/hr	493.00

			<u>Hrs/Rate</u>	<u>Amount</u>
9/26/2002	TMG	Edit draft motion to withdraw.	0.30 265/hr	79.50
	JN	Revise Motion to Withdraw and fax to client with cover letter.	1.20 290/hr	348.00
9/27/2002	TMG	Telephone conference with [REDACTED] re: motion to withdraw.	0.40 265/hr	106.00
	JN	Conference [REDACTED] re: motion to withdraw; telephone calls with [REDACTED] re: same; edit with proper names; telephone call with [REDACTED] re: number prefix issue.	2.40 290/hr	696.00
10/1/2002	JN	Review VCC response to CNA's Objections to VCC's response to stipulations of fact on enforcement of settlement.	0.50 290/hr	145.00
10/2/2002	JN	Attend court hearing re: motion to withdraw, Velsicol motion to substitute, discovery issues; confer with [REDACTED] re: same; review Motion To Substitute Ex's A and B rec'd from Velsicol's counsel.	3.50 290/hr	1,015.00
10/3/2002	JN	Telephone conference [REDACTED] re: results of [REDACTED]	0.20 290/hr	58.00
10/4/2002	JN	Review copy of court order; telephone call with [REDACTED]	0.50 290/hr	145.00
10/7/2002	JN	Review VCC proposed [REDACTED]; telephone call with [REDACTED] re: same.	0.80 290/hr	232.00
10/11/2002	JN	Telephone conference with Ms. [REDACTED] re: [REDACTED]	0.20 290/hr	58.00
10/12/2002	JN	Re-draft trustee affidavit; prep for service.	1.80 290/hr	522.00
10/13/2002	JN	Prep final fee petition.	5.00 290/hr	1,450.00
10/14/2002	TMG	Estimated time to organize and pack [REDACTED] for transfer to Velsicol.	10.00 265/hr	2,650.00
	ES	Estimated time to complete file assembly and transfer.	8.00 80/hr	640.00
	JN	Estimated time for court appearance on Motion To Withdraw (2 hrs.), telephone conferences with defense counsel re: doc production (2.5 hrs), with Velsicol counsel re: transfer of [REDACTED] files (8 hrs.) and preparation of [REDACTED] for transfer (7 hrs.)	19.50 290/hr	5,655.00
For professional services rendered			117.60	\$30,067.00

Additional Charges :

	<u>Price</u>	<u>Amount</u>
7/5/2002 UPS charges for delivery of Privilge logs to Mr. Krantz	21.06	21.06
7/10/2002 Postage for service of Status Report on all parties.	23.71	23.71
7/12/2002 LEXIS research re: [REDACTED]	53.54	53.54
7/16/2002 UPS charges for delivery of Interim fee petition to Saul Ewing and to Trustee and [REDACTED]	40.71	40.71
7/25/2002 Parking to attend court hearing.	22.00	22.00
7/26/2002 June, 2002 -- long distance telephone charges.	2.40	2.40
8/28/2002 July & Aug., 2002 -- long distance telephone charges.	11.30	11.30
9/12/2002 LEXIS research re: [REDACTED]	69.89	69.89
9/30/2002 September & October (est.), 2002 -- long distance telephone charges.	7.50	7.50
Copies of Motion To Withdraw to all counsel.	0.10	13.00
10/2/2002 Parking to attend court hearing.	22.00	22.00
10/12/2002 Copies of work product to be kept in firm's files before transfer.	0.10	78.30
10/14/2002 UPS charges for delivery of Final Fee Petition to Saul Ewing and to Trustees.	16.87	50.61
10/21/2002 Parking to attend court hearing.	22.00	22.00
Subtotal of charges		<u>\$438.02</u>
Total costs		<u>\$438.02</u>
Total amount of this bill		<u>\$30,505.02</u>
7/29/2002 Payment - thank you. Check No. 391403		[REDACTED]
8/12/2002 Payment - thank you. Check No. 391588		[REDACTED]
9/20/2002 Payment - thank you. Check No. 393880		[REDACTED]
10/2/2002 Payment - thank you. Check No. 395098		[REDACTED]

User Summary

<u>Name</u>	<u>Hours</u>
Erin Sloan	14.20
John E. Noel	55.00
Thomas M. Genovese	48.40

Thank You For The Opportunity To Serve As Your Counsel. Please Call With Any Questions Regarding This Invoice: (630) 469-2829.

NOEL & ASSOCIATES

Attorney at Law
Phone (630) 469 - 2829

500 Roosevelt Road - Suite 200
Glen Ellyn, IL 60137
Fax (630) 469-2892

Summary of Hours & Expenses for Final Fee Application

Summary Of Hours

Month	Totals	Discovery	Pleadings	Court	Third Prys	Client
<u>July - Oct., 2002</u>	55	25	14.3	5	4.5	6.2
Noel	48.4	39.7	5	2	1.5	0.2
Genovese	14.2	7.6	0	0	6.2	0.4
Sloan (para.)						
Total Hours:	117.6	72.3	19.3	7	12.2	6.8

July - Oct., 2002

Noel	\$15,950.00
Genovese	\$12,826.00
Sloan (para.)	\$1,291.00
Total Fees:	<u>\$30,067.00</u>

Summary Of Expenses

Month	Description	Amount
<u>July - Oct., 2002</u>		
	Overnight courier	112.38
	Paralegal Temps	0.00
	Parking	66.00
	Document Storage & Depository	0.00
	Postage	23.71
	Phone	21.20
	Transportation	0.00
	LEXIS computer assisted research	123.43
	Miscellaneous (copying costs)	91.30
	Total Expenses:	438.02

Total Fees & Expenses:

30,505.02

NOEL & ASSOCIATES

Attorneys at Law
500 Roosevelt Road, Suite 200
Glen Ellyn, IL. 60137
Tele.: (630) 469-2829
Fax: (630) 469-2892
email: jnoel@noellaw.net

October 14, 2002

Via U.P.S.

Ms. Robin Solomon
Saul Ewing, L.L.P.
222 Delaware Avenue, Suite 1200
Wilmington, Delaware 19801-1611

**Re: Final Fee Application For Noel & Associates, as Special Counsel to Fruit of the Loom, Inc.
In Connection With Fruit Of The Loom v. Transportation Ins. Co., et al.**

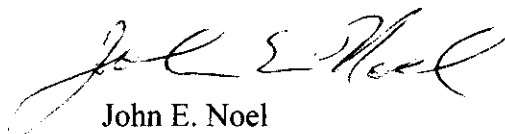
Dear Ms. Solomon,

Enclosed is our seventeenth application for an award of fees and expenses in connection with acting as special counsel to NWI Land Management, Inc. Please file and serve these and return a file stamped copy to me. I have also enclosed a diskette with files of the Application, my Affidavit and the summary sheet. I was not able to make an electronic copy of my redacted bill. I have e-mailed these files to you also.

Hopefully everything is in order and you will be able to file these, with appropriate notice, as soon as possible. If you have any questions, please call.

Thank you. I do appreciate your continued prompt attention!

Sincerely,



John E. Noel

Enclosures

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