

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

In re:

HAYES LEMMERZ INTERNATIONAL,
et al.,

Debtors.

Chapter 11

Case No. 01-11490 (MFW)

Jointly Administered

**SEVENTEENTH MONTHLY AND FINAL APPLICATION OF
KLETT ROONEY LIEBER & SCHORLING,
CO-COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS,
FOR COMPENSATION AND REIMBURSEMENT OF EXPENSES**

Name of Applicant:	Klett Rooney Lieber & Schorling, a Professional Corporation
Authorized to Provide Professional Services to:	The Official Committee of Unsecured Creditors
Date of Retention:	December 17, 2001 <i>nunc pro tunc</i>
Period for which compensation and reimbursement is sought:	December 5, 2001 through June 4, 2003
Amount of monthly fees to be approved as actual, reasonable and necessary:	\$ 32,615.00
Amount of monthly expenses sought as actual, reasonable and necessary:	\$ 651.32
Amount of final fees sought as actual, reasonable and necessary:	\$375,391.50
Amount of final expenses sought as actual, reasonable and necessary:	\$ 50,641.67
This is a(n):	<input type="checkbox"/> interim <input checked="" type="checkbox"/> final application.

The total time expended for the preparation of this application was 10 hours (7 hours of paralegal time and 3 hours of associate time) at a blended rate of \$170 per hour for a total amount of \$1,700. This \$1,700 amount is included in this Final Fee Application.

Prior Applications:

<u>Date Filed</u>	<u>Docket No.</u>	<u>Period Covered</u>	<u>Requested Fees/Expenses</u>	<u>Approved Fees/Expenses</u>	<u>CNO Docket No.</u>
04/16/02	613	12/17/01-01/31/02	\$28,124.50/ \$ 4,231.46	\$22,499.60/ \$ 4,231.46	667
04/16/02	614	02/01/02-02/28/02	\$19,359.50/ \$ 4,684.28	\$15,487.60/ \$ 4,684.28	668
05/06/02	659	03/01/02-03/31/02	\$14,119.50/ \$ 1,505.91	\$11,295.60/ \$ 1,505.91	886
06/10/02	898	04/01/02-04/30/02	\$16,345.50/ \$ 4,933.53	\$13,076.40/ \$ 4,933.53	964
07/09/02	970	05/01/02-05/31/02	\$22,709.00/ \$ 2,187.50	\$18,167.20/ \$ 2,187.50	1074
08/09/02	1102	06/01-02-06/30/02	\$12,432.00/ \$ 2,120.96	\$ 9,945.60 \$ 2,120.96	1190
09/11/02	1179	07/01/02-07/31/02	\$14,850.00/ \$ 2,404.89	\$11,880.00/ \$ 2,404.89	1336
09/25/02	1217	08/01/02-08/31/02	\$13,887.50/ \$ 2,287.94	\$11,110.00/ \$ 2,287.94	1379
10/25/02	1428	09/01/02-09/30/02	\$23,403.50/ \$ 2,564.24	\$18,722.80/ \$ 2,564.24	1524
12/09/02	1660	10/01/02-10/31/02	\$28,486.50/ \$ 1,542.67	\$22,789.20/ \$ 1,542.67	1709
12/24/02	1702	11/01/02-11/30/02	\$34,415.50/ \$ 8,699.27	\$28,332.40/ \$ 8,699.27	1819
02/03/03	1918	12/01/02-12/25/02	\$27,706.50/ \$ 3,520.11	\$22,165.20/ \$ 3,520.11	2046
03/06/03	2065	12/26/02-01/31/03	\$27,990.00/ \$ 2,573.54	\$22,392.00/ \$ 2,573.54	2122
03/25/03	2111	02/01/03-02/28/03	\$27,608.50/ \$ 1,950.56	\$22,686.80/ \$ 1,950.56	2182

05/07/03	2312	03/01/03-03/31/03	\$15,613.50/ \$ 2,158.52	\$12,490.80/ \$ 2,158.52	05/28/03 2373
05/27/03	2372	04/01/03-04/30/03	\$13,121.00/ \$ 2,624.52	\$10,496.80/ \$ 2,624.52	06/17/03 2412

Prior Fees Approved by the Court:

<u>Date Filed</u>	<u>Interim Fee Application</u>	<u>Period Covered</u>	<u>Requested Fees/Expenses</u>	<u>Date Order Entered</u>
04/16/02 613 & 614	First	12/17/01-02/28/02	\$47,484.00/ \$ 8,915.74	06/03/02 877
07/19/02 1052	Second	03/01/02-05/31/02	\$53,174.00/ \$ 8,626.94	09/30/02 1266
10/16/02 1383	Third	06/01/02-08/31/02	\$41,073.50/ \$ 6,813.79	12/10/02 1667
01/15/03 1825	Fourth	09/01/02-11/30/02	\$87,305.50/ \$12,806.18	03/10/03 2073
04/17/03 2205	Fifth	12/01/02-02/28/03	\$83,305.00/ \$ 8,044.21	06/13/03 2420

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

In re:

HAYES LEMMERZ INTERNATIONAL,
et al.,

Debtors.

Chapter 11

Case No. 01-11490 (MFW)

Jointly Administered

**SEVENTEENTH AND FINAL MONTHLY APPLICATION OF
KLETT ROONEY LIEBER & SCHORLING,
CO-COUNSEL TO THE OFFICIAL COMMITTEE
OF UNSECURED CREDITORS, FOR
COMPENSATION AND REIMBURSEMENT OF EXPENSES**

Klett Rooney Lieber & Schorling ("Klett Rooney"), co-counsel to the Official Committee of Unsecured Creditors (the "Committee"), hereby submits this seventeenth monthly and final application (the "Final Application") for compensation and reimbursement of expenses pursuant to 11 U.S.C. §§ 330 and 331 for legal services performed and expenses incurred during the period commencing December 5, 2001 through and including June 4, 2003 (the "Final Application Period") as co-counsel to the Committee in this proceeding. In support hereof, Klett Rooney respectfully represents as follows:

INTRODUCTION

1. On December 5, 2001 (the "Petition Date"), the Debtors commenced their respective reorganization cases by filing voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of Delaware (the "Court").

2. The Debtors are continuing in possession of their respective properties and are operating and managing their businesses as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

3. The Committee was appointed by the office of the United States Trustee on December 17, 2001 (the "Formation Date"). On December 17, 2001, the Committee selected Akin Gump Strauss Hauer & Feld LLP and Klett Rooney as its counsel.

4. By order of the Court entered on February 26, 2002, the Committee retained Klett Rooney as its co-counsel, *nunc pro tunc* to December 17, 2001.

JURISDICTION

5. This Court has jurisdiction over the Application under 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (B) and (M).

6. The statutory basis for the relief requested herein are Sections 105(a), 330 and 331 of the Bankruptcy Code.

TERMS AND CONDITIONS OF COMPENSATION OF KLETT ROONEY

7. Subject to Bankruptcy Court approval, Klett Rooney seeks final allowance of compensation for services rendered on an hourly basis, plus reimbursement of its actual and necessary expenses incurred during the Application Period pursuant to sections 330 and 331 of the Bankruptcy Code. The rates charged by Klett Rooney in these cases do not differ from the rates generally charged to Klett Rooney's non-bankruptcy clients. Klett Rooney has not received any payment or the promise of any payment from any source for services rendered or to be rendered with respect to these cases.

SUMMARY OF SERVICES RENDERED

8. With regard to the period May 1, 2003 through June 4, 2003 (the "May through June Time"), a summary of the hours spent, the names of each Klett Rooney professional and paraprofessional rendering services to the Committee during the May through June Time, the regular customary billing rates and the total value of time incurred by each

professional and paraprofessional rendering services to the Committee is attached hereto as Exhibit "A."¹ A breakdown of the total time expended in the sixteen (16) categories described below and a copy of the computer-generated time entries reflecting the time recorded for these services, organized in project billing categories in accordance with the United States Trustee's Guidelines For Reviewing Applications For Compensation And Reimbursement of Expenses Filed Under 11 U.S.C. § 330 (the "Guidelines"), is attached hereto as Exhibit "B." A statement of the actual, necessary and reasonable out-of-pocket expenses incurred by Klett Rooney during the May through June Time is attached hereto as Exhibit "C." All time entries and requested expenses are in compliance with Local Rule 2016-2.²

9. On March 13, 2002, this Court entered an Administrative Order Under 11 U.S.C. §§ 105(a) and 331 Establishing Procedures For Interim Compensation and Reimbursement of Expenses for Professionals and Official Committee Members (the "Administrative Order"). Pursuant to the Administrative Order, Klett Rooney and other professionals retained in this case are authorized to file and serve upon the Debtors and parties identified in the Administrative Order (the "Notice Parties") fee applications every month (the "Monthly Fee Application"). Upon expiration of the 20-day objection period, Klett Rooney and other professionals may file a certificate of no objection with the Court after which the Debtors are authorized to pay Klett Rooney an amount equal to the lesser of (i) 80 percent (80%) of the fees and 100 percent (100%) of the expenses requested in the Monthly Fee Application, and (ii) 80 percent (80%) of the fees and 100 percent (100%) of the expenses that are not subject to an

¹ Included in the May through June Time is 14.9 hours (equal to \$4,056 of fees) incurred during the pre-Formation Date period for which Klett Rooney is seeking allowance herein under substantial contribution grounds.

² Klett Rooney has also attempted to ensure that this Application complies with the Guidelines. To the extent the Guidelines conflict with local rules, in particular, Local Rule 2016-2, Klett Rooney has chosen to comply with such local rule. Klett Rooney will supplement this Application with additional detail or information upon request.

objection. Thereafter, at three month intervals or at such other intervals as the Court may otherwise direct, each of the professionals must file with the Court and serve on the Notice Parties a request (an "Interim Fee Application Request") for interim Court approval and allowance for any unpaid amounts.

10. All services and costs for which compensation is requested by Klett Rooney in this Final Application were reasonable and necessary and were performed for and on behalf of the Committee during the Final Application Period.

CASE STATUS

11. Klett Rooney currently is not aware of (a) the amount of cash on hand or on deposit in the Debtors' estates; (b) the amount and nature of accrued unpaid administrative expenses; (c) the Debtors' operating profit or loss; or (d) the amount of unencumbered funds in the Debtors' estate.

12. To the best of Klett Rooney's knowledge, the Debtors have paid to the United States Trustee all quarterly fees and have filed all monthly operating reports.

NARRATIVE SUMMARY DESCRIPTION OF SERVICES RENDERED ON A PROJECT SUMMARY BASIS

13. From the outset of this case, Klett Rooney has taken an active role as co-counsel to the Committee. All of the professional services that Klett Rooney rendered to the Committee during the May through June Time are set forth in detail in Exhibit "B." These time entries constitute only a general statement of the services and time expended without description of the pressures and constraints under which Klett Rooney actually rendered those services. The categories into which Klett Rooney has segregated its time, and certain services during specific mention, are set forth and briefly described below:

(A) **Asset Disposition: (Total Hours: 2.9, Total Fees: \$1,290.50)**

14. This category involves sales, leases (§ 365 matters), abandonment and related transaction work.

(B) **Business Operations: (Total Hours: 1.1, Total Fees: \$489.50)**

15. This category includes issues relating to the Debtors operating in Chapter 11.

(C) **Case Administration: (Total Hours: 34.1, Total Fees: \$7,320.00)³**

16. This category relates to maintaining the docket and pleadings; filings with the Court; review of notices of appearances; maintaining services lists and contacts with the United States Trustee.

(D) **Claims Administration & Objections: (Total Hours: 5.5, Total Fees: \$2,447.50)**

17. This category includes handling specific claim inquiries, drafting, reviewing and revising bar date motions, as well as analyses and allowances of claims.

(E) **Employee Benefits/Pensions: (Total Hours: 0.3, Total Fees: \$133.50)**

18. This category includes all matters relating to employee benefits and programs.

(F) **Other Professionals Fee/Employment Applications: (Total Hours: 11.7, Total Fees: \$3,646.50)**

19. This category includes preparation of employment and fee applications for Klett Rooney and co-counsel or others and review of fee applications submitted by other professionals retained in these cases.

³ This category includes 14.9 hours and \$4,056 of fees incurred during the pre-Formation Date period.

(G) Litigation: (Total Hours: 2.8, Total Fees: \$1,161.00)

20. This category relates to litigation matters and adversary proceedings.

(H) Meetings of Creditors: (Total Hours: 0.5, Total Fees: \$137.50)

21. This category includes preparation for and attendance at the conference of creditors, the § 341 meeting, and other creditor committee meetings.

(I) Plan and Disclosure Statement: (Total Hours: 33.8, Total Fees: \$13,806.00)

22. This category includes matters relating to preparation and/or filing of a Plan of Reorganization and extensions of exclusivity.

(J) Klett Rooney Fee Applications: (Total Hours: 12.4; Total Fees: \$2,183.00)

23. This category includes preparation of employment and fee applications for Klett Rooney.

REIMBURSEMENT OF EXPENSES

24. During the May through June Time, Klett Rooney incurred certain necessary expenses in rendering legal services to the Debtors as set forth in Exhibit "C." Telecopying expenses that were carried out in-house by Klett Rooney were charged at \$0.75 per page. In order to more efficiently handle the voluminous copying of pleadings served and filed in this case, Klett Rooney on occasion retained third-party duplication service and messenger providers. Klett Rooney seeks reimbursement only for the actual expenses charged by and owed to such third-party services. Klett Rooney seeks reimbursement for its reasonable, necessary and actual expenses incurred during the May through June Time in the total amount of \$651.32.

COMPENSATION REQUESTED

25. Klett Rooney expended 105.1 hours during the May through June Time in furtherance of its efforts on behalf of the Committee. Klett Rooney requests payment of compensation in the amount of \$32,615.00 for legal services rendered during the May through June Time at a blended hourly rate of \$310.32, and pursuant to the Administrative Order, Klett Rooney further seeks reimbursement for actual, necessary expenses during the same period in the amount of \$651.32. None of the requested fees and expenses detailed herein have been paid.

26. This Final Application also seeks final approval of all fees and expenses⁴ incurred by Klett Rooney since the Retention Date and all fees incurred prior to the Formation Date on substantial contribution grounds. The total amount of fees and expenses for which Klett Rooney seeks final approval is \$426,033.17 (\$375,391.50 fees and \$50,641.67 expenses).

LEGAL STANDARD

27. Section 330(a)(1) of the Bankruptcy Code allows the payment of:

- (a) reasonable compensation for actual, necessary services rendered by the trustee, examiner, professional person, or attorney and by any paraprofessional person employed by any such person; and
- (b) reimbursement for actual, necessary expenses.

11 U.S.C. § 330(a)(1). Reasonableness of compensation is determined by the “market-driven approach” which considers the nature, extent and value of the services provided by the professional and the cost of comparable services in non-bankruptcy contexts. See Zolfo Cooper & Co., v. Sunbeam-Oster Co., 50 F.3d 253, 258 (3d Cir. 1995); In re Busy Beaver Building Ctr., Inc., 19 F.3d 833, 849 (3d Cir. 1994). Thus, “the baseline rule is for firms to receive their customary rates.” Zolfo Cooper, 50 F.3d at 259.

⁴ As reduced by previous order of the Court.

28. In accordance with its practice in non-bankruptcy matters, Klett Rooney has calculated its compensation requested in this Final Application by applying its standard hourly rates. Klett Rooney's calculation is based upon hourly rates that are well within the range of rates that are charged by comparable firms in other large bankruptcy cases. Accordingly, Klett Rooney's rates should be determined to be reasonable under Section 330 of the Bankruptcy Code.

29. Klett Rooney's fees during the Final Application Period are also reasonable under the prevailing legal standard and should be allowed. The amount of these fees is not unusual given the complexity and size of the Debtors' Chapter 11 cases and Klett Rooney's fees are commensurate with fees that other attorneys of comparable experience and expertise have charged and been awarded in similar Chapter 11 cases. Accordingly, Klett Rooney's fees are reasonable pursuant to Section 330 of the Bankruptcy Code.

30. Section 330(a)(1)(B) of the Bankruptcy Code permits reimbursement for actual, necessary expenses. Klett Rooney's legal services and expenses incurred during the Application Period are set forth in this Final Application and constitute only those necessary expenses that were incurred for the benefit of the Debtors' estates. Klett Rooney has properly requested reimbursement only of actual, necessary and appropriate legal expenses.

31. No agreement or understanding exists between Klett Rooney and/or any third person for the sharing or division of compensation. All of the services for which compensation is requested in this Final Application were rendered at the request of and solely on behalf of the Committee.

32. Pursuant to the standards set forth in Sections 330 and 331 of the Bankruptcy Code, Klett Rooney submits that the compensation requested is for actual and

necessary services and expenses, and is reasonable, based upon the nature, extent and value of such services, the time spent thereon, and the costs of comparable services in a case under the Bankruptcy Code. The time records annexed to this Application for the May through June Time constitute only a general statement of the services rendered and time expended without description of the pressure and constraints under which Klett Rooney actually rendered these services. The considerable challenge of these cases were attended to and managed by Klett Rooney at all levels, promptly, expertly, and often to the exclusion of other matters in Klett Rooney's office. Klett Rooney submits, therefore, that its fees and expenses were actual, necessary, reasonable, and justified, and should be allowed in full.

Request for Allowance of Pre-Retention Date Fees as Substantial Contribution

33. After notice and a hearing, the Court may allow as administrative expenses "the actual necessary expenses...incurred by" an unofficial committee "in making a substantial contribution in a case under" Chapter 11 of the Bankruptcy Code and the "reasonable compensation for professional services rendered by an attorney...of any [unofficial committee] whose expenses is allowable under [Section 503(b)(3)(D)]." 11 U.S.C. Sections 503(b)(3)(D) & (b)(4). Any such applicant must demonstrate that such fees and expenses are allowable as reasonable compensation "based on the time, the nature, the extent, and the value of such services, and the cost of comparable services other than in a case under [the Bankruptcy Code]." 11 U.S.C. Section 503(b)(4).

34. Under Section 503(b), an applicant must establish by a preponderance of the evidence that the services it rendered for which it seeks compensation provided a substantial benefit to the estate. Michael Q. Lebron, Michael C. Lebron and Anthony Lebron v. Mechem Financial, Inc., 27 F.3d 937 (3rd Cir. 1994); In re U.S. Lines Inc., 103 B.R. 427, 429 (Bankr.

S.D.N.Y. 1989), aff'd 1991 WL 67464 (S.D.N.Y. 1991); see In re McLean Industries, Inc., 88 B.R. 36, 38 (Bankr. S.D.N.Y. 1988); In re Jack Winter Apparel, Inc., 119 B.R. 619, 622 (E.D. Wis. 1990); In re Hanson Industries, Inc., 90 B.R. 405, 409 (Bankr. D. Minn. 1988); In D.W.G.K. Restaurants, Inc., 89 B.R. 684, 689 (Bankr. S.D. Cal. 1988). Courts have found that the term “substantial contribution” is satisfied by an applicant when it has provided “actual and demonstrable benefit to the debtor's estate, its creditors, and to the extent relevant, the debtor's shareholders.” Michael Q. Lebron, 27 F.3d at 937; U.S. Lines, 103 B.R. at 429; see In re Richton International Corp., 15 B.R. 854, 856 (Bankr. S.D.N.Y. 1981) (“[s]ervices which substantially contribute to a case are those which foster and enhance, rather than retard or interrupt the progress of reorganization”).

35. Factors that courts have considered in determining whether an applicant has made a substantial contribution in a Chapter 11 case include whether the services (a) were provided to benefit the estate itself or all the parties in the bankruptcy case, (b) conferred a direct, significant, and demonstrably positive benefit upon the estate, and (c) were duplicative of services performed by others. See In re FRG, Inc., 124 B.R. 653, 658 (Bankr. E.D. Pa. 1991); In re Buttes Gas & Oil Co., 112 B.R. 191, 194 (Bankr. S.D. Tex. 1989).

36. Klett Rooney's efforts, in coordination with Akin Gump's efforts, during the period prior to the Formation Date protected and furthered the interests of the unsecured creditors and satisfies these factors. The unsecured creditors' interest were represented and protected by Akin Gump and Klett Rooney in connection with the important relief requested by the Debtors in the first day motions and the hearings held regarding same. Both Klett Rooney and Akin Gump attended and participated in the hearings and the numerous events that

transpired prior to the Formation Date and the formal retention of Klett Rooney and Akin Gump as co-counsel to the Committee.

37. The pre-Formation Date work performed by Akin Gump and Klett Rooney directly benefited the Debtors' estates and all unsecured creditors because, among other things, Akin Gump and Klett Rooney were able to quickly and efficiently protect the Committee's and its constituencies' interests in these bankruptcy cases prior to the formation of the Committee and, upon their retention, counsel were able to immediately advise the Committee on the Debtors, their history and their pre- and post-Petition Date restructuring activities. The majority of this work performed by Akin Gump and Klett Rooney during the pre-Formation Date period was work that the Committee and its counsel would have been required to do anyway in an effort to become familiarized and knowledgeable with these cases. Thus, such pre-Formation Date work does not represent additional expenditures by the Debtors' estates, but simply performance of the Committee's duties in a manner consistent with the Committee's need to become apprised of important case issues on a timely basis.

38. Accordingly, Klett Rooney requests that the 14.9 hours⁵ expended by attorneys of Klett Rooney during the pre-Formation Date period at a blended rate of \$272.21 per hour for a total amount of \$4,056 be allowed and approved as a substantial contribution to these estates.

NOTICE

39. Notice of this Application has been given to: (a) the United States Trustee; (b) the Debtors; (c) counsel to the Debtors; and (d) parties required to be given notice in

⁵ The detailed time entries for the pre-Formation Date period are list as the first six (6) time entries set forth at Exhibit B hereto under the category of Case Administration.

the Administrative Order. In light of the nature of the relief requested herein, Klett Rooney submits that no other or further notice is required.

NO PRIOR REQUEST

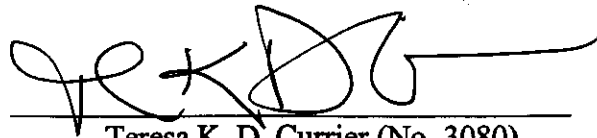
40. No prior request for the relief sought in this Application has been made to this or any other court.

WHEREFORE, Klett Rooney respectfully requests that the Court: (i) grant the Application; and (ii) grant such further relief as may be appropriate.

Dated: August 4, 2003

**KLETT ROONEY LIEBER & SCHORLING
A Professional Corporation**

By:

A handwritten signature in black ink, appearing to read 'Teresa K. D. Currier', written over a horizontal line.

Teresa K. D. Currier (No. 3080)
Eric Lopez Schnabel (No. 3672)
1000 West Street, Suite 1410
Wilmington, DE 19801
Telephone: (302) 552-4200

Co-Counsel to Official Committee of
Unsecured Creditors

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

In re:

HAYES LEMMERZ INTERNATIONAL,
INC., et al.,

Debtors.

Chapter 11

Case No. 01-11490 (MFW)

(Jointly Administered)

ORDER [D. I.]

Upon consideration of the Seventeenth Monthly and Final Application of Klett Rooney Lieber & Schorling, Counsel to the Debtor and Debtor -in-Possession, for Compensation and Reimbursement of Expenses Pursuant to 11 U.S.C. §§ 330 and 331 (the "Final Application");¹ and the Court having jurisdiction to hear the Final Application; and it appearing that sufficient notice of the Final Application has been given; and it appearing that the relief requested by the Final Application is appropriate; and good cause having been shown, it is hereby so

ORDERED that the Final Application is granted; and it is further

ORDERED that the Debtors is authorized and directed to pay Klett Rooney \$33,266.32 which represents 100% of the total fees and total expenses incurred by Klett Rooney during May 1, 2003 through June 4, 2003 (inclusive of the \$4,056 of pre-Formation Date fees hereby allowed as a substantial contribution to these estates); and it is further

ORDERED that all of the fees and expenses incurred by Klett Rooney since the Petition Date in the total amount of \$426,033.17 are authorized and approved on a final basis; and it is further

ORDERED that the Debtor is authorized and directed to pay Klett Rooney any

¹Capitalized terms not otherwise defined herein have the same meanings as given to them in the Application.

and all outstanding amounts of the total fees and expenses allowed by this Order, including any outstanding amounts pursuant to the 20% holdback provision of the Administrative Order.

SO ORDERED this ____ day of _____, 2003.

The Honorable Mary F. Walrath
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
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CERTIFICATION


Teresa K.D. Currier, an attorney admitted to practice before the courts of the State of Delaware, certifies that:

1. I am a shareholder of Klett Rooney Lieber & Schorling, a Professional Corporation, ("Klett Rooney"). Klett Rooney was retained by the Committee as co-counsel pursuant to an order of this Court. This certification is made in support of the Seventeenth Monthly And Final Application of Klett Rooney Lieber & Schorling, Co-Counsel to the Official Committee of Unsecured Creditors, for Compensation and Reimbursement of Expenses Pursuant to 11 U.S.C. §§ 330 and 331 (the "Final Application") and in compliance with Local Rule 2016-2 (the "Rule") of this Court, and with the United States Trustee's Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 (the "Guidelines").

2. I have read the Application and I certify that the Application complies with the Rule and the Guidelines.

Dated: August 4, 2003

**KLETT ROONEY LIEBER & SCHORLING
A Professional Corporation**

By: 
Teresa K.D. Currier (No. 3080)
1000 West Street, Suite 1410
Wilmington, DE 19801
Telephone: (302) 552-4200

Co-Counsel to Official Committee of Unsecured
Creditors

EXHIBIT A

HAYES LEMMERZ INTERNATIONAL, INC. EXHIBIT "A" SUMMARY SHEET

May 1, 2003 Through and Including June 4, 2003

<u>Name of Professional Individual</u>	<u>Position with Klett Rooney and Year of Obtaining License(s) To Practice</u>	<u>Hourly Billing Rate</u>	<u>Total Billed Hours</u>	<u>Total Compensation</u>
Teresa K.D. Currier	Shareholder, admitted DE 1992 and PA 1985	\$445	52.9	\$23,540.50
Eric Lopez Schnabel	Associate; admitted DE 1998; PA 2000; NJ 2000	\$275	15.9	\$4,372.50
Jeffrey R. Waxman	Associate; admitted PA 1999; DE 2001	\$160	4.5	\$720.00
Frances A. Panchak	Paralegal	\$135	.7	\$94.50
Melissa Bisaccia	Paralegal	\$125	31.1	\$3,887.50
Grand Totals:			105.1	\$32,615.00
Blended Rate: \$310.32				

EXHIBIT B

HAYES LEMMERZ INTERNATIONAL, INC. EXHIBIT "B" SUMMARY SHEET

May 1, 2003 through June 4, 2003

PROJECT BILLING CATEGORY	HOURS	VALUE
Asset Disposition	2.9	\$1,290.50
Business Operations	1.1	\$489.50
Case Administration	34.1	\$7,320.00
Claims Administration	5.5	\$2,447.50
Employee Benefits-Pensions	.3	\$133.50
Fee/Employment Applications	11.7	\$3,646.50
Litigation	2.8	\$1,161.00
Meetings of Creditors	.5	\$137.50
Plan and Disclosure Statement	33.8	\$13,806.00
KRLS Fee Application	12.4	\$2,183.00
TOTAL	105.1	\$32,615.00

TOTAL COMPENSATION DUE:	\$32,615.00
TOTAL HOURS:	105.1
BLENDED RATE:	\$310.32
TOTAL EXPENSES INCURRED:	\$651.32

*NOTE: Klett Rooney has voluntarily reduced the total amount sought for expenses incurred to reflect a rate of 15 cents per copy for printing and duplication.