

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11  
: :  
LERNOUT & HAUSPIE : Case No. 00-4397 (JHW)  
SPEECH PRODUCTS N.V., et al., : through 00-4399 (JHW)  
: :  
Debtors. : Jointly Administered  
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**SECOND AND FINAL APPLICATION OF BRISTOWS,  
UNDER 11 U.S.C. §§ 330 AND 331, SEEKING  
APPROVAL AND ALLOWANCE OF COMPENSATION FOR  
SERVICES RENDERED AND FOR REIMBURSEMENT OF EXPENSES**

Name of Applicant: Bristows

Authorized to Provide  
Professional Services to: Dictaphone Corporation  
("Dictaphone").

Date of Retention: December 4, 2001, nunc pro tunc to  
October 22, 2001

Period for which compensation  
and reimbursement is sought: October 22, 2001 - May 28, 2002

Amount of Compensation  
requested: \$52,741.81

Amount of Expense  
Reimbursement requested: \$43.71

This is an: \_\_\_\_\_ interim  X  final application.

This is the second and final fee application filed by Bristows in these cases.

Prior Applications:

Period Covered	Requested		Awarded		Received	
	Fees	Expenses	Fees	Expenses	Fees	Expenses
October 22 - December 31, 2001	\$52,741.81	\$43.71	\$42,237.16	\$43.16	\$42,237.16	\$43.71

**SECOND AND FINAL FEE APPLICATION OF  
BRISTOWS SUMMARY OF PROFESSIONALS  
PROVIDING SERVICES TO DICTAPHONE CORP.**

NAME	POSITION AT CURRENT OR PRIOR FIRMS	HOURLY RATE <sup>1</sup>	TOTAL HOURS	TOTAL COMPENSATION
I M Judge	Senior Partner of Bristows and Head of Intellectual Property at Bristows until 5 April 2002 and now a Consultant to Bristows. A Partner in Bristows from 1 April 1969 to 5 April 2002 (33 years). Admitted as a Solicitor of the Supreme Court of England and Wales on 23 May 1967, after training with Bristows from 1964.	\$604.68 £425	39.95	\$24,156.97
G N Moore	Assistant Solicitor in Intellectual Property department at Bristows. Admitted as a Solicitor of the Supreme Court of England and Wales on 17 September 2001, after training with Bristows from 1999.	\$249.87 £175	63.55	\$15,879.24
Fred Blakemore	Intellectual Property Consultant to Bristows since 1993. Qualified as a Chartered Patent Attorney in 1966 and as a European Patent Attorney in 1978. Originally started training at Reddie & Grose (London) 1960, moving to IBM (UK) Limited in 1964, remaining there until	\$284.56 £200	44.65	\$12,705.60

<sup>1</sup> Based on an exchange rate, in effect on January 24, 2002 of \$1.42278 to the U.K. pound.

	1993.			
<b>TOTAL</b>		<b>\$356.00</b> (BLENDED RATE)	<b>148.15</b> HOURS	<b>\$52,741.81</b>

NY2:4448125

**Summary of Disbursements Billed  
October 22 through May 28, 2002**

<u>DISBURSEMENTS</u>	<u>AMOUNT</u>
Swear Fees	28.46
Courier Fees	15.25
<b>TOTAL DISBURSEMENTS</b>	<b><u>\$43.71</u></b>

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: Chapter 11  
LERNOUT & HAUSPIE :  
SPEECH PRODUCTS N.V., et al., : Case No. 00-4397 (JHW)  
: through 00-4399 (JHW)  
: :  
Debtors. : Jointly Administered  
-----X

**SECOND AND FINAL APPLICATION OF BRISTOWS, SPECIAL  
ENGLISH INTELLECTUAL PROPERTY LAW COUNSEL TO DICTAPHONE  
CORPORATION, UNDER 11 U.S.C. §§ 330 AND 331, SEEKING  
APPROVAL AND ALLOWANCE OF COMPENSATION FOR SERVICES  
RENDERED AND FOR REIMBURSEMENT OF EXPENSES**

Bristows, special English intellectual property law counsel to Dictaphone Corporation ("Dictaphone") in the above-captioned bankruptcy case, makes this application (the "Final Application") to the Court pursuant to sections 330 and 331 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (as amended, the "Bankruptcy Code"), Rule 2016 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), Rule 2016-2 of the Local Rules of the United States Bankruptcy Court for the District of Delaware ("Local Rule 2016-2"), 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 Compensation Order (as defined below), (a) for final allowance of (i) \$52,741.81 as compensation from Dictaphone for actual, reasonable and necessary professional services rendered, and (ii) \$43.71 reimbursement for actual, reasonable and necessary

expenses incurred, during the period from October 22, 2001 through May 28, 2002 (the "Total Compensation Period"); and (b) for an Order authorizing and directing Dictaphone to pay Bristows the amount of \$10,504.65, which is equal to the sum of such allowed compensation and expense reimbursement, less the amount previously paid by Dictaphone to Bristows on account of Bristows' First Interim Fee Application dated February 4, 2002 (the "First Interim Application"), and in support hereof, represents as follows:

I. INTRODUCTION

A. Background

1. Chapter 11 Filing. On November 29, 2000 (the "Petition Date"), Dictaphone, together with its affiliated debtors and debtors-in-possession, Lernout & Hauspie Speech Products NV ("L&H NV") and L&H Holdings USA, Inc. ("L&H Holdings") (collectively, the "L&H Group"), filed a voluntary petition in this Court for reorganization relief under chapter 11 of the Bankruptcy Code. The L&H Group continues to operate its business and manage its property as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. Concordat Proceeding. L&H NV commenced a concordat reorganization proceeding in Belgium on November 30, 2000, which was rejected by the Belgian court on December 8, 2000. On December 27, 2000, L&H NV commenced a subsequent concordat reorganization proceeding in Belgium, which was granted

on January 5, 2001 (the "Concordat Proceeding"). On June 20, 2001, the Ieper Commercial Court declined to approve a plan of reorganization filed by L&H NV, but extended the Concordat Proceeding through October 31, 2001 to allow L&H NV to file a revised Belgian Reorganization Plan (the "Second Belgian Plan"), which L&H NV filed on October 10, 2001. The Belgian Court conditionally approved the Second Belgian Plan on September 21, 2001, and extended concordat protection to L&H NV from creditors for an additional nine (9) months. On October 5, 2001, L&H NV appealed the imposition of the conditions contained in the September 21, 2001 order.

3. On October 18, 2001, the appellate court rejected the Concordat Proceeding, thereby terminating the protection granted to L&H NV against its creditors. Subsequently, on October 22, 2001, L&H NV re-filed the Concordat Proceeding in Belgium seeking temporary relief in the form of a suspension of payments by L&H NV to its creditors for two (2) months (the "New Concordat Proceeding").

4. On October 24, 2001, the Belgian Court (i) denied the New Concordat Proceeding; (ii) declared L&H NV bankrupt and (iii) appointed five (5) curators (the "Curators") to oversee the liquidating Belgian bankruptcy case of L&H NV (the "L&H NV Belgian Bankruptcy Case"). On October 29, 2001, the Curators sought and obtained from the judge-commissaires appointed in the L&H NV Belgian Bankruptcy Case conditional approval to continue Dictaphone's chapter 11 case (including the Plan confirmation



process).

5. Business Operations of L&H Group. The L&H Group is a world leader in the development of technologies relating to computerized speech recognition and production. Among other things, the L&H Group develops products that (i) enable computers, computer applications, and computer-based devices to recognize (and act on) human speech, and (ii) enable computer applications to translate text (i.e., word processing documents and email messages) into natural-sounding speech.

6. Creditors' Committees. On December 13, 2000, the United States Trustee appointed an Official Committee of Unsecured Creditors in these chapter 11 cases with respect to the three members of the L&H Group. On March 31, 2001, the United States Trustee appointed a separate committee relating only to the unsecured creditors of Dictaphone (the "Dictaphone Creditors' Committee"). Accordingly, there now are two creditors' committees, the Dictaphone Creditors' Committee and the Committee of Unsecured Creditors of Lernout & Hauspie Speech Products N.V. and L&H Holdings USA, Inc. (the "L&H Creditors' Committee" and together with the Dictaphone Creditors' Committee, the "Creditors' Committees"). No trustee or examiner has been appointed.

7. Filing of Plan and Disclosure Statement. On August 28, 2001, the members of the L&H Group filed a Joint Plan Of Reorganization Of Dictaphone Under Chapter 11 Of Bankruptcy

Code (the "Joint Plan") and the Disclosure Statement Pursuant To Section 1125 Of The Bankruptcy Code With Respect To Joint Plan Of Reorganization Of Lernout & Hauspie Speech Products N.V., L&H Holdings USA, Inc., And Dictaphone Corporation Under Chapter 11 Of The Bankruptcy Code (the "Joint Disclosure Statement"). On October 2, 2001, Dictaphone filed the First Amended Plan Of Reorganization Of Dictaphone Corporation Under Chapter 11 Of The Bankruptcy Code (the "First Amended Dictaphone Plan") and the First Amended Disclosure Statement Pursuant To Section 1125 Of The Bankruptcy Code With Respect To Second Amended Plan Of Reorganization Of Dictaphone Corporation Under Chapter 11 Of The Bankruptcy Code (the "First Amended Dictaphone Disclosure Statement").

8. On October 18, 2001, Dictaphone filed the Second Amended Plan Of Reorganization Of Dictaphone Corporation Under Chapter 11 Of The Bankruptcy Code (the "Second Amended Dictaphone Plan"), reflecting comments from various creditor constituencies, the Creditors' Committees and Dictaphone, as well as additions suggested by the Bankruptcy Court at the October 12, 2001 hearing, with respect to approval of the First Amended Dictaphone Plan and the First Amended Dictaphone Disclosure Statement. On October 18, 2001, Dictaphone also filed the Second Amended Disclosure Statement Pursuant To Section 1125 Of The Bankruptcy Code With Respect To Second Amended Plan Of Reorganization Of Dictaphone Corporation Under Chapter 11 Of The Bankruptcy Code (the "Second Amended Dictaphone Disclosure Statement"). By order

dated October 18, 2001, the Court approved the Second Amended Dictaphone Disclosure Statement.

9. Dictaphone Plan. On January 31, 2002, Dictaphone filed the Third Amended Plan Of Reorganization Of Dictaphone Corporation Under Chapter 11 Of The Bankruptcy Code (the "Third Dictaphone Plan"). The Bankruptcy Court confirmed the Third Amended Dictaphone Plan on March 13, 2002, and the Dictaphone Plan became effective on March 28, 2002.

10. Jurisdiction. Pursuant to 28 U.S.C. § 1334, the Court has jurisdiction over this Application, which is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of members of L&H Group's chapter 11 cases and this Application is proper in this district 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, Bankruptcy Rule 2016, and Local Order No. 32. This Application is made pursuant to the Second Amended Administrative Order, Pursuant to Sections 105(a) and 331 of the Bankruptcy Code, Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals (the "Compensation Order"), entered on July 17, 2001 by this Court.

**B. Retention of Bristows and Billing History**

11. Authorization For Bristows' Retention. Bristows' retention as special English intellectual property counsel for Dictaphone in this case was authorized pursuant to the Order,

Under 11 U.S.C. § 327(a) and Fed. R. Bankr. P. 2014, 2016 and 5002, Authorizing Employment and Retention of Bristows as Special English Intellectual Property Counsel for Dictaphone, entered by this Court on December 4, 2001 (the "Retention Order"). The Retention Order authorized Bristows to be compensated pursuant to the procedures set forth in the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, Local Rule 2016-2, the U.S. Trustee Guidelines, and orders of this Court, including the Compensation Order, nunc pro tunc to October 22, 2001.

12. This Application is Bristows' second and final application for final approval and allowance of compensation and reimbursement of expenses. On February 4, 2002, Bristows filed its First Interim Application for approval and allowance of compensation and reimbursement of expenses incurred between October 22, 2001 and December 31, 2001 (the "First Interim Total Compensation Period"). No objection to the First Interim Application was filed, and pursuant to a duly executed Certificate of No Objection, Dictaphone thereafter paid to Bristows \$42,237.16, representing 80% of Bristows' allowed compensation and 100% of Bristows' expense reimbursement for the First Interim Compensation Period, with the remaining amount of the fees and expenses requested by Bristows to be held back until after the Court held a hearing on this Final Application.

13. Bristows has billed no additional fees or incurred no additional expenses subsequent to the First Interim Period, so this Final Application seeks simply (a) final

allowance of the fees and expenses incurred during the First Interim Period and (b) authority for Dictaphone to pay the amounts held back pursuant to sections 330 and 331 of the Bankruptcy Code and the Compensation Order.

12. No prior application has been made to this or any other court for the relief requested herein, nor has payment been received by Bristows for legal services provided to and on behalf of Dictaphone, or for expenses incurred in connection therewith, except in accordance with the First Interim Application.

13. Bristows 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.

14. No promises have been received by Bristows or any member thereof as to compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code.

## II. CASE STATUS

15. Bristows was retained for the specific and limited purpose of rendering English legal advice to Dictaphone in connection with patent infringement claims asserted by AllVoice Computing plc ("AllVoice"). However, on December 18, 2001, Dictaphone entered into a global settlement with AllVoice regarding all matters including its patent infringement claims. The AllVoice settlement was approved under Rule 9019 at a hearing

before the Bankruptcy Court on December 19, 2001. As it result, Bristows' services were no longer required and Bristows rendered no legal services to Dictaphone subsequent to December 21, 2001.

### III. APPLICATION

16. By this Application, Bristows is seeking

- (a) final allowance of (i) the reasonable compensation for actual and necessary professional services rendered by Bristows as attorneys for Dictaphone during the Total Compensation Period, and (ii) the reimbursement of actual, reasonable and necessary expenses incurred by Bristows in connection with the rendition of professional services during the Total Compensation Period; and
- (b) authority for Dictaphone to pay Bristows the amount of \$10,504.65, which is equal to the sum of such allowed compensation and expense reimbursement, less the amount previously paid by Dictaphone to Bristows on account of Bristows' first interim fee application submitted to Dictaphone with respect to the Total Compensation Period.

17. Bristows seeks final allowance of the sum of \$52,741.81 for actual, reasonable and necessary legal services rendered on behalf of Dictaphone by Bristows during the Total Compensation Period and \$43.71 for reimbursement of actual, reasonable and necessary expenses incurred in connection with the rendition of such services. The fees sought by the Application reflect an aggregate of 148.15 hours of attorney and other professional time spent and recorded in performing services for

Dictaphone during Bristows' Total Compensation Period, at a blended average hourly rate of \$356.00.

18. Bristows rendered all services for which compensation is sought to Dictaphone solely in connection with these cases, in furtherance of the duties and functions of Dictaphone, and not on behalf of any creditor or other person.

19. Bristows maintains written records of the time expended in the rendition of the professional services required by Dictaphone. These records are maintained in the ordinary course of Bristows' practice.

20. For the convenience of the parties, affixed hereto as part of the cover sheet is a comprehensive billing summary for the Total Compensation Period, setting forth the name of each Bristows attorney and professional for whose work on these cases compensation is sought, each attorney's and each professional's year of admission, the aggregate of the time expended by each such attorney and professional, the current hourly billing rates for each such attorney and professional at Bristows' year 2001 billing rates and an indication of the individual amounts requested as part of the total amount of compensation requested for the Total Compensation Period.

21. Also provided is additional information indicating (i) whether each attorney is a partner, of counsel or associate, how many years each attorney has held this position, and each attorney's area of concentration; and (ii) the position held by any other professional, how long such professional has held such

position, and such professional's area of concentration. The compensation requested by Bristows is based on the customary compensation charged by comparably skilled practitioners in cases other than cases under title 11.

22. Annexed hereto as Exhibit A are time entry summaries, based on the U.S. Trustee Guidelines, setting forth a detailed list of services performed by each attorney and professional on behalf of Dictaphone. Annexed hereto as Exhibit B is a description of expense reimbursements requested, listing the charge, the date the expense was incurred and the individual incurring the expense.

**IV. SUMMARY OF PROFESSIONAL SERVICES RENDERED**

24. On October 22, 2001, Dictaphone asked Bristows to perform certain limited tasks relating to English patent law matters arising in connection with Dictaphone's objection to the proof of claim for \$46 million filed by AllVoice against Dictaphone in its chapter 11 case (the "AllVoice Claim").

25. Although Dictaphone had employed Milbank, Tweed, Hadley & McCloy LLP ("Milbank") as its primary attorneys in this chapter 11 case, Bristows is intimately familiar with English intellectual property laws, rules and practices and was therefore able to immediately and knowledgeably assist Milbank in representing Dictaphone with respect to the AllVoice Claim.

26. The professional services Bristows rendered during the Total Compensation Period included providing legal advice



regarding English intellectual law issues concerning Dictaphone's objection to the AllVoice Claim.

27. More specifically:

- Bristows assisted Dictaphone and Milbank in assessing the infringement and validity defenses to AllVoice's English patent law claims.
- Bristows assisted Dictaphone and Milbank in preparing an Objection to the proof of claim that AllVoice had filed in the Bankruptcy Cases, including but not limited to by drafting and revising affidavits from Ian Judge and Fred Blakemore relating to English patent law and the AllVoice Claim.
- Bristows met with and had extensive discussions with Dictaphone personnel and Milbank attorneys in preparation for an anticipated contested hearing on the AllVoice Claim.
- Bristows attorneys participated in preparing for and attending the deposition of Ian Judge by AllVoice and preparing for the anticipated deposition of Fred Blakemore by AllVoice in connection with an anticipated contested hearing on the AllVoice Claim.

EXPENSES

30. During the Total Compensation Period, Bristows expended the sum of \$43.17 in actual, reasonable and necessary expenses in connection with representing Dictaphone, which assisted Dictaphone's efforts to maximize its estates. Bristows maintains records of all actual and necessary expenses incurred in connection with the performance of professional services.

31. In connection with the reimbursement of actual, reasonable and necessary expenses, it is Bristows' policy to charge its clients in all areas of practice at its standard rates

for bulk photocopying and for some other expenses incurred in connection with the respective client's cases. These expenses include, inter alia, express mail charges, special or hand delivery charges, travel expenses, and catering charges for meetings and expenses for "working meals."

32. In preparation of the affidavits from Ian Judge and Fred Blakemore referred to in paragraph 27 above, Bristows incurred the disbursement of "swear fees", being the fees payable to a Commissioner for Oaths to attest to the swearing of these affidavits.

33. Bristows charges Dictaphone for these expenses at rates consistent with those charged to Bristows' other (if any) bankruptcy clients, which rates are equal to the rates charged by Bristows to its non-bankruptcy clients. In accordance with section 330 of the Bankruptcy Code and with the U.S. Trustee Guidelines, Bristows will seek reimbursement only for the actual cost of such expenses to Bristows.

34. In providing or obtaining from third parties services which are reimbursable by clients, Bristows does not include in such reimbursable amount any costs of investment, equipment or capital outlay, except that the reimbursable cost of photocopying and faxes may include a factor for the cost of equipment.

## **VI. APPLICABLE AUTHORITY**

### **A. Statutory Basis For Awarding Fees**

35. The allowance of interim compensation for services rendered and reimbursement of expenses in bankruptcy cases is expressly provided for in section 331 of the Bankruptcy Code:

Any professional person ... may apply to the court not more than once every 120 days after an order for relief in a case under this title, or more often if the court permits, for such compensation for services rendered ... as is provided under section 330 of this title.

11 U.S.C. § 331. This Court has authorized the filing of this Application in the Compensation Order.

36. With respect to the level of compensation, section 330(a)(1) of the Bankruptcy Code provides, in pertinent part, that the Court may award to a professional person: "reasonable compensation for actual, necessary services rendered."

37. Section 330(a)(3)(A), in turn, provides that:

[i]n determining the amount of reasonable compensation to be awarded, the court shall consider the nature, the extent, and the value of such services, taking into account all relevant factors, including -

- (A) the time spent on such services;
- (B) the rates charged for such services;
- (C) whether the services were necessary to the administration of, or beneficial at the time which the service was rendered toward the completion of, a case under this title;
- (D) whether the services were performed within a reasonable amount of time commensurate with the complexity, importance, and nature of the problem, issues or task addressed; and
- (E) whether the compensation is reasonable based on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

11 U.S.C. § 330(a)(3)(A).

38. The congressional policy expressed in this statute is to provide for adequate compensation in order to continue to attract qualified and competent professionals to bankruptcy cases. See In re Busy Beaver Building Centers, Inc., 19 F.3d 833, 850 (3d Cir. 1994) ("Congress rather clearly intended to provide sufficient economic incentive to lure competent bankruptcy specialists to practice in the bankruptcy courts") (citation and internal quotation marks omitted).

**B. Factors To Be Considered In Awarding Fees**

39. The factors to be considered in awarding attorneys fees have been enumerated in In re First Colonial Corporation of America, 544 F.2d 1291, 1298-99 (5th Cir. 1977), cert. denied, 431 U.S. 904, which standards have been adopted by most courts.<sup>1</sup> Bristows respectfully submits that a consideration of these factors should result in this Court's allowance of the full compensation sought.

(A) The Time and Labor Required. The professional services rendered by Bristows on behalf of Dictaphone have required the continuous expenditure of substantial time and effort, under time pressures which sometimes

<sup>1</sup> The factors embraced by the Fifth Circuit in First Colonial were adopted by the Fifth Circuit's decision in Johnson v. Georgia Hwy. Express, Inc., 488 F.2d 714 (5th Cir. 1974), except that First Colonial also included the "spirit of economy" as a factor which was expressly rejected by Congress in enacting section 330 of the Bankruptcy Code. See In re Hillsborough Holdings, Corp., 127 F.3d 1398, 1403 (11th Cir. 1997). The remaining First Colonial factors continue to apply to determine the reasonableness of fees awarded under the Bankruptcy Code. See 3 Collier on Bankruptcy ¶ 330.04[3], at 330-36 (15th ed. 2000). In addition, a majority of the First Colonial factors are now codified in section 330(a)(3). Id.

required the performance of services into the evenings and, on a number of occasions, during weekends. The services rendered required a high degree of professional competence and expertise in order to be administered with skill and dispatch.

- (B) The Novelty and Difficulty of Questions. The AllVoice Claim raised novel and complex intellectual property issues under both U.S. and U.K. law. Bristows' expertise with respect to U.K. patent law, helped clarify these difficult issues and, Bristows understands, contributed to the successful settlement of the AllVoice Claim.
- (C) The Skill Requisite to Perform the Legal Services Properly. Bristows understands that its recognized expertise in the area of UK patent law and its practical approach to the resolution of issues, contributed substantially to the successful resolution of litigation with AllVoice.
- (D) The Preclusion of Other Employment by Applicant Due to Acceptance of the Case. Due to the size of Bristows' intellectual property practice, Bristows' representation of Dictaphone has not precluded the acceptance of new clients. However, the number of matters needing attention on a continuous basis has required two of Bristows' attorneys and one of its other professionals to commit significant portions of their time to the AllVoice Claim.
- (E) The Customary Fee. The compensation sought herein is based upon Bristows' normal hourly rates for services of this kind. Bristows respectfully submits that the compensation sought herein is not unusual given the magnitude and complexity of these cases and the time dedicated to the representation of Dictaphone. Such compensation is commensurate with fees charged by other attorneys of comparable experience.
- (F) Whether the Fee is Fixed or Contingent. Bristows charges customary hourly rates for the time expended by its attorneys and professionals in representing Dictaphone and Bristows' fee is not outcome dependent. Pursuant to sections 330 and 331 of the Bankruptcy Code, all fees sought by professionals retained under section 327 or 1103 of the Bankruptcy Code are contingent pending final approval by the Court, and are subject to adjustment by the Court depending upon the services rendered and the results obtained.

- (G) Time Limitation Imposed by Client or Other Circumstances. As stated above, Bristows has been required to attend to various issues as they have arisen in these cases. Occasionally, Bristows has had to perform those services under significant time constraints requiring attorneys and other professionals assigned to these cases to work during evenings and weekends.
- (H) The Amount Involved and Results Obtained. Bristows believe that the compensation it seeks herein is commensurate with the results obtained. The AllVoice Claim entailed a significant obstacle to continued progress in these Bankruptcy Cases. To be sure, AllVoice had also moved for conversion of these cases to chapter 7 liquidation case. The settlement of the AllVoice Claim removed that risk and cleared the way for the ultimate confirmation of a Dictaphone reorganization plan. Accordingly, Bristows' counsel and guidance greatly contributed to the efficient administration and prospects for reorganization of Dictaphone chapter 11 case.
- (I) The Experience, Reputation and Ability of the Attorneys. Bristows has a sophisticated and internationally recognized intellectual property practice, and Bristows professionals involved in this representation have played a major role in numerous patent law and related matters. Bristows' experience enabled it to perform the services described herein competently and expeditiously.
- (J) The "Undesirability" of the Case. Litigation of the AllVoice Claim was not undesirable, but as already indicated, they have required a significant commitment of time from several of Bristows' professionals.
- (K) Nature and Length of Professional Relationship. Bristows was selected as Dictaphone's English intellectual property counsel as soon as the full parameters of AllVoice Claim became clear, and the firm stepped immediately into the litigation. Its retention was approved on December 4, 2001, nunc pro tunc to October 22, 2001, and Bristows has been rendering services continuously to Dictaphone since that date, as has been necessary and appropriate.

40. The professional services rendered by Bristows have required a high degree of professional competence and expertise so that the numerous issues requiring evaluation and action by Dictaphone could be addressed with skill and dispatch. It is respectfully submitted that the services rendered to Dictaphone were performed efficiently, effectively and economically, and the results obtained to date have benefited Dictaphone, its estate, and creditors.

41. The total time spent by Bristows attorneys and other professionals during the Total Compensation Period was 148.15 hours, which services have a fair market value of \$52,741.81. As shown by this Application and supporting exhibits, Bristows spent its time economically and without unnecessary duplication of time. In addition, the work involved, and thus the time expended, was carefully assigned in light of the experience and expertise required for a particular task.

**VII. NOTICE**

42. No trustee or examiner has been appointed in these chapter 11 cases. Pursuant to the Compensation Order, a copy of this Application has been given to (i) co-counsel for Dictaphone, (ii) co-counsel to the L&H Creditors' Committee, (iii) co-counsel to the Dictaphone Creditors' Committee, (iv) co-counsel to the post-petition lender, Ableco Finance, LLC, (v) Stuart, Maue, Mitchell & James, Ltd., and (e) the United States Trustee. Bristows submits that no further notice need be given.

**VIII. CONCLUSION**

WHEREFORE, Bristows respectfully requests entry of an Order (a) granting final allowance of (i) \$52,741.81 as compensation from Dictaphone for actual, reasonable and necessary professional services rendered, and (ii) \$43.71 reimbursement for actual, reasonable and necessary expenses incurred, during the Total Interim Compensation Period; and (b) authorizing and directing Dictaphone to pay Bristows the amount of \$10,504.65, which is equal to the sum of such allowed compensation and expense reimbursement, less the amount previously paid by Dictaphone to Bristows on account of the First Interim Application.

Dated: London, England  
May 24, 2001



**BRISTOWS**

Special English Intellectual Property  
Counsel for Dictaphone Corporation,  
Debtor and Debtor-in-Possession

*George Moore*

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George Moore  
3 Lincoln Inn Fields  
London, WC2A 3AA  
UNITED KINGDOM  
(011) 44 (0)20 7400 8000

(Solicitor, Bristows. Authorised to sign  
this application on behalf of Bristows by  
the partners of Bristows.)

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

-----X  
In re: : Chapter 11  
: :  
LERNOUT & HAUSPIE SPEECH : Case Nos. 00-4397 (JHW)  
PRODUCTS N.V., et al., : through 00-4399 (JHW)  
: :  
Debtors. : Jointly Administered  
: :  
-----X

**CERTIFICATION OF GEORGE MOORE**

GEORGE MOORE certifies, pursuant to 28 U.S.C. § 1746, as follows:

1. I am an assistant solicitor with the firm of Bristows, which maintains an office for the practice of law at 3 Lincoln's Inn Fields, London WC2A 3AA, United Kingdom. I sign both this document and the Second and Final Application of Bristows with the authority of the partners of Bristows. I submit this Certification in connection with the Second and Final Application of Bristows, as General Bankruptcy Counsel for Dictaphone, Under 11 U.S.C. §§ 330 and 331, Seeking Approval and Allowance of Compensation for Services Rendered and for Reimbursement of Expenses (the "Final Bristows Fee Application") for fees earned and expenses incurred as a result of Bristows' representation of Dictaphone as general bankruptcy counsel in the above-captioned cases. I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.

2. I have reviewed the requirements of Rule 2016-2 of the Local Rules of the United States Bankruptcy Court for the District of Delaware ("Rule 2016-2"). To the best of my knowledge, the Final Bristows Fee Application complies with the requirements of Rule 2016-2.

3. Since the Final Bristows Fee Application is for compensation and expenses that are anticipated to be less than \$100,000 for all services rendered or to be rendered in the case, I understand that the Final Bristows Fee Application is not required to comply with the terms of the Order Appointing Fee Auditor And Directing Related Procedures And Standards Concerning The Interim Payment of Compensation And Consideration Of Fee Applications, dated April 2, 2001.

4. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

May 24, 2002

George Moore

GEORGE MOORE