

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In Re: :
 : **Chapter 11**
LTV STEEL COMPANY, INC. :
a New Jersey Corporation, et al., : **Jointly Administered**
 : **Case No. 00-43866**
Debtors. :
 : **Judge Randolph Baxter**
 :

**TENTH INTERIM AND FIRST FINAL APPLICATION OF
DUVIN, CAHN & HUTTON FOR FINAL
ALLOWANCE OF COMPENSATION AND
REIMBURSEMENT OF EXPENSES FOR SERVICES PERFORMED
FOR LTV STEEL COMPANY, INC.**

Name of applicant: Duvin, Cahn & Hutton

Authorized to provide professional services to: The above-captioned debtors and debtors in possession

Date of retention: December 29, 2000

Period for which compensation and reimbursement is sought: January 1, 2004, through January 22, 2004 (Tenth Interim)
December 29, 2000, through January 22, 2004 (Final)

Amount of Compensation requested: \$6,508.45 (Tenth Interim)
\$553,238.24 (Final)

Amount of Expense Reimbursement Requested: \$352.40 (Tenth Interim)
\$36,827.96 (Final)

This is an: x interim x final application

A summary of the billing rate for each professional and paraprofessional who billed time during the period for which compensation and reimbursement is sought and the total hours and amount billed for each such

person is attached to this Application as Exhibits B-1 (for the period January 1, 2004, through January 22, 2004) and B-2 (for the period December 29, 2000, through January 22, 2004) and incorporated herein by reference.

Attorney's blended hourly rate during the compensation period: \$ 230.22

Period Covered	Fees Requested	Fees Awarded	Expenses Requested	Expenses Awarded	Date Fees and Expenses Awarded
1 st Interim 12/29/00 - 04/30/01	\$119,623.31	\$119,623.31	\$ 4,667.05	\$ 4,667.05	08/07/01
2 nd Interim 05/01/01 - 08/31/01	\$172,141.93	\$172,141.93	\$ 10,377.40	\$ 10,377.40	12/07/01
3 rd Interim 09/01/01 - 12/31/01	\$101,315.28	\$101,315.28	\$ 6,428.20	\$ 6,428.20	11/04/02
4 th Interim 01/01/02 - 04/30/02	\$ 33,829.56	\$ 33,829.56	\$ 272.18	\$ 272.18	10/22/02
5 th Interim 05/01/02 - 08/31/02	\$ 18,325.14	\$ 18,325.14	-0-	-0-	11/27/02
6 th Interim 09/01/02 - 12/31/02	\$ 6,636.37	\$ 6,636.37	\$ 45.60	\$ 45.60	03/28/03
7 th Interim 01/01/03 - 04/30/03	\$ 19,496.84	\$ 19,496.84	\$ 460.94	\$ 460.94	07/21/03
8 th Interim 05/01/03 - 08/31/03	\$ 54,366.39	\$ 54,366.39	\$ 2,743.98	\$ 2,743.98	12/10/03
9 th Interim 09/01/03 - 12/31/03	\$ 20,994.97	Scheduled for hearing on 3/23/04	\$ 11,480.21	Scheduled for hearing on 3/23/04	Scheduled for hearing on 3/23/04
10 th Interim 01/01/04 - 01/22/04	\$ 6,508.45	Part of this Application	\$ 352.40	Part of this Application	Part of this Application

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
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In Re:	:	
	:	Chapter 11
LTV STEEL COMPANY, INC.	:	
a New Jersey Corporation, et al.,	:	Jointly Administered
	:	Case No. 00-43866
Debtors.	:	
	:	Chief Judge Randolph Baxter
	:	

**MEMORANDUM IN SUPPORT OF
TENTH INTERIM AND FIRST FINAL APPLICATION OF
DUVIN, CAHN & HUTTON FOR FINAL
ALLOWANCE OF COMPENSATION AND
REIMBURSEMENT OF EXPENSES FOR SERVICES PERFORMED
FOR LTV STEEL COMPANY, INC.**

Duvin, Cahn & Hutton (hereinafter "DCH"), special labor counsel to the above-captioned debtors (collectively, the "Debtors"), hereby makes (i) its tenth application for interim allowance of compensation of \$6,508.45 and reimbursement of related expenses of \$352.40 for services performed for LTV Steel Company, Inc. ("LTV") for the period January 1, 2004, through January 22, 2004 (the "Tenth Compensation Period") and (ii) its application for final allowance of compensation of \$553,238.24 and reimbursement of related expenses of \$ 36,827.96 for the services performed for LTV for the period from December 29, 2000, through January 22, 2004 (the "Combined Compensation Period").¹

¹The Combined Compensation Period is comprised of (a) the Tenth Compensation Period and (b) the nine prior interim compensation periods between December 29, 2000, through January 22, 2004 (collectively, the "Prior Compensation Periods") for which DCH previously has filed and obtained approval of interim fee applications for services performed under the eight interim applications. The ninth application awaits hearing on March 23, 2003, and the tenth application is included herein.

BACKGROUND

1. The Debtors' Petition in bankruptcy was filed on December 29, 2000.
2. The Order approving employment of DCH issued March 6, 2001, *nunc pro tunc* as of the Petition Date, December 29, 2000. DCH commenced providing services on behalf of the Debtors on January 2, 2001, as Special Labor Counsel. DCH was retained to provide any and all legal services to the Debtors relating to labor and employment matters that are necessary or appropriate in connection with the Debtors' businesses or the Chapter 11 cases. A copy of the Retention Order is attached as Exhibit "A."
3. DCH is retained under its standard hourly rates for its attorneys and para-professionals, less a 15% voluntary discount in accordance with past practice. DCH received from Debtors a retainer in the amount of \$64,000.00 on December 18, 2000. As of the Petition Date, \$38,487.26 remained unapplied which DCH has retained. DCH will not apply the adjusted retainer to fees and expenses incurred from and after the Petition Date unless and until authorized to do so by a further Order of the Court.
4. The names of the professionals from DCH and paraprofessionals performing services for which compensation is sought and their billing rate are identified in Exhibits B-1 and B-2 attached hereto. These hourly rates are the same rates that DCH charges its private sector non-bankruptcy clients for similar services except that, as noted, DCH has applied a 15% discount on its fees in this matter.
5. This is the Tenth Interim and First Final Application of DCH, and there are nine previously submitted Orders on interim compensation and reimbursement of expenses. Except as described in paragraphs 3 and 5, DCH did not receive any payments or promises of payments during the Compensation Period from any source for services rendered or to be rendered in connection with these chapter 11 cases.
6. The time period for the Tenth Interim Application is from January 1, 2004, through January

22, 2004. The time period for the First Final Application is December 29, 2000 through January 22, 2004.

RELIEF REQUESTED

A. Authority for Relief

DCH makes this Application pursuant to the following: (a) sections 330(a) and 331 of the Bankruptcy Code; (b) Rule 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); (c) the Administrative Order, Pursuant to Sections 105(a) and 331 of the Bankruptcy Code, Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals, dated January 31, 2001 (the "Interim Compensation Order"); (d) certain applicable provisions of the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 adopted by the Office of the U.S. Trustee (the "Guidelines"); and (e) General Order No. 93-1 of the United States Bankruptcy Court for the Northern District of Ohio ("Local Rule 93-1"), and the Court's Order dated December 23, 2003, and the Notice dated January 28, 2004, establishing a bar date of March 22, 2004 for the First Final Fee Application.

B. Request for Tenth Interim Allowance of Compensation and Reimbursement of Expenses

DCH hereby seeks interim allowance of compensation and reimbursement of expenses for the Compensation Period as follows:

1. Compensation of \$6,508.45 in connection with services rendered during the Tenth Compensation Period. DCH has identified each of its professionals and paraprofessionals who provided services to the Debtors during the Compensation Period and their respective hourly rates on the professional summary attached hereto as Exhibit B-1 and incorporated herein by reference. A summary of the total hours incurred and fees charged for each billing category per monthly bill per project — along with the related time detail — is attached hereto as Exhibit C and incorporated herein by reference.

2. Reimbursement of actual and necessary expenses of \$352.40 incurred in connection with

DCH's services. A summary and itemization of these expenses is contained in Exhibit C and incorporated herein by reference.

C. Description of Services Rendered by DCH

As described in the attached Exhibit C, DCH's professionals and paraprofessionals billed their time during the Tenth Interim Compensation Period. Below is a summary of the primary activities performed by DCH during the Compensation Period in each of those billing categories.

D. Project Summaries (Tenth Interim)

1. Lawrence v. LTV Steel Company, Inc. (Cuyahoga County Common Pleas Court; Case No. 345189)

This was an intentional tort case brought by the Plaintiff in connection with the death of her husband, Isaac Lawrence. Defendant obtained summary judgment in the Court of Common Pleas. However, that judgment was reversed and remanded by the Eighth District Court of Appeals. After the stay was lifted, the parties agreed to binding arbitration. The case was heard in arbitration on July 16, 2003, and the arbitrator entered an award in favor of the Plaintiff in the amount of \$2,020,000.00.

In September, 2003, the Plaintiff filed an application to enforce the arbitration award. The Judge confirmed the binding arbitration award on November 3, 2003. Plaintiff then filed an application for prejudgment interest on November 17, 2003, and a hearing was set for February 26, 2004, on that motion. LTV opposed an application for prejudgment interest. On the same date, Plaintiff filed a supplemental complaint against the insurance carriers for LTV regarding an order to collect upon the arbitration award. After preparing to contest some procedural discovery motions by the Plaintiff, LTV was notified that the insurance carrier settled all claims with a complete release of LTV and the carrier, thus terminating the action with no exposure to the bankruptcy estate. This was the culmination of work performed on this case in the 1st, 2nd, 6th, 7th, 8th and 9th interim periods resulting in a completely successful resolution for the

estate.

2. White Age Discrimination Charge (Charge before the Equal Employment Opportunity Commission; Charge No. 172990134)

On January 14, 2004, during the tenth interim period, DCH reviewed files in response to an information request from the EEOC. Additional work on this case was performed as noted below in the 2nd and 7th interim periods.

E. Project Summaries (First Final Application)

Below is a summary of the primary activities performed by DCH during the Combined Compensation Period in each of the billing categories. However, as the detailed billing statements demonstrating the services and expenses pertinent to the time period December 29, 2000, through December 31, 2003, have already been provided in the first nine interim fee applications as Exhibit C to each interim application, DCH will avoid duplication and not reproduce those voluminous records herein. Those nine interim fee applications are incorporated by reference herein. The amounts allocable to each of the respective projects were also described therein. DCH has identified each of its professionals and paraprofessionals who provided services to the Debtors during the Combined Compensation Period and their respective hourly rates on the professional summary attached hereto as Exhibit B-2 and incorporated herein by reference.

1. Labor Negotiations and Advice (First Interim Period) (under “Bankruptcy” and “General Labor” files)

a. Contract Issues

Our primary project for LTV during the first four months was to provide assistance in all aspects of negotiations with the United Steelworkers of America and all labor-related aspects of the Chapter 11 filing. At the outset of the process, DCH was involved in the initial preparation for negotiations and particularly in the development of proposals for negotiations with the Union. At the same time, DCH

assisted in the development of a motion which was granted by this Court to allow for the continued processing of grievances and related labor matters. As work on the reorganization plan progressed, an extensive amount of time was devoted to the further development and refinement of the labor-related changes that would be necessary for the Company's survival. DCH worked with Company personnel in areas such as basic operations and operational efficiencies, active and retiree health care, and pensions. Work in each of these and other areas involved detailed knowledge of the collective bargaining agreements, work practices, and plant usage and design.

As the Company's restructuring plan was being developed, DCH helped the Company prepare for and participated in preliminary meetings with the Union. Through the course of those early meetings, an extensive amount of time was devoted to the collection and sharing of information with the Union. DCH prepared, provided advice concerning, and assisted in the negotiation of a confidentiality letter so that information requested or needed by the Union could be provided.

Through the latter part of this period, DCH participated directly in day-to-day negotiations with the Union in Pittsburgh. These involved long hours of preparation and meetings with the Union at various "tables" or levels. DCH participated directly in many of those meetings, and provided comprehensive advice concerning the overall approach to those negotiations under bankruptcy and federal labor law.

b. VP Buildings/Wisconsin Negotiations

DCH provided legal counsel and advice with respect to VP Buildings, Inc.'s negotiations with United Steelworkers of America relative to its Wisconsin plant. VP conducted the negotiations in-house, and DCH played a support role. The Company reached a negotiated settlement at the end of March, 2001.

2. Litigation

a. *Equal Employment Opportunity Commission v. LTV Steel Company, Inc. (United States District Court for the Central District Illinois; Case No. 98-1160)*

This is a sexual harassment class action brought by the Equal Employment Opportunity Commission alleging that three women at LTV's Hennepin, Illinois plant have been the objects of sexual harassment. Because this was an action brought by the Government under its enforcement powers, it was not subject to the automatic stay. DCH represented the Company in pretrial matters, including preparation of a pretrial stipulations, jury instructions, attendance at pretrial conferences and witness preparation. Additional services were rendered on this matter in interim periods 2, 3 and 4 when the case ultimately settled.

b. *Carter Taylor v. LTV Steel Company, Inc. (Ohio Civil Rights Commission, Complaint No. 8994)*

This was an administrative enforcement action brought by the Ohio Civil Rights Commission on behalf of Carter Taylor, an LTV employee, alleging that Mr. Taylor has been denied crew chief status because of his race. Because this is a government enforcement action, it was not subject to the automatic stay. DCH reached a settlement that required no monetary payment.

c. *Luzier v. LTV Steel Company, Inc. (Cuyahoga County Court of Common Pleas, Case No. 424107)*

This was an intentional infliction of emotional distress claim filed by an employee against LTV Steel. Plaintiff filed a motion with the Bankruptcy Court to lift the stay. The Bankruptcy Court denied the motion, but authorized Plaintiff to conduct two depositions.

d. *Ackerman and Kogut v. LTV Steel Corporation (United States Sixth Circuit Court of Appeals; Case Nos. 00-3942 and 00-3943)*

This was an appeal by two (2) retired employees of LTV Steel from the District Court's entry of summary judgment against them on their claims that they were entitled to receive retiree medical benefits

from LTV Steel. The District Court found that neither individual met the criteria to participate in the LTV Steel retiree medical benefit plan.

Upon receiving notice of bankruptcy from LTV Steel, the Sixth Circuit Court of Appeals stayed both of these appeals.

e. Adams, et al. v. LTV Steel Corporation (United States District Court, Northern District of Ohio; Case No. 1:00 CV 1744)

This is a multi-plaintiff lawsuit in which the Plaintiffs sought to clarify their rights to participate in the LTV Steel retiree medical health plan. Upon receiving notice of the bankruptcy proceedings by LTV Steel, the Court entered a “Judgment Entry Perpetually Staying Further Proceedings and Closing the Within Case.”

f. VP Buildings, Inc. and Sheet Metal Workers Union, Local 24 (Van Wert Plant); Discharge Arbitration of Michael Smith

VP Buildings (VP) is one of the leading manufacturers of pre-engineered metal building systems in the United States. The Company has seven plants throughout the United States including one in Van Wert, Ohio. The Van Wert plant employs approximately 150 production and maintenance employees who are represented for purposes of collective bargaining by the Sheet Metal Workers. The Grievant in this case, Michael Smith, was employed at The Van Wert plant for less than two years. The Company discharged grievant in November, 2000, and his union filed a grievance which went to an arbitration hearing on May 31, 2001. During the first interim compensation period, Applicant assisted the Company in preparation for the arbitration hearing. In the second period DCH tried the case and filed a post-hearing brief on July 23, 2001.

g. Mains v. LTV Steel, et al. (United States Court of Appeals for the Sixth Circuit; Case No. 1:99-CV-0058)

This case is stayed on appeal in the United States Court of Appeals for the Sixth Circuit. The

Plaintiff brought a "hybrid Section 301" claim for alleged unfair representation and wrongful discharge. The Company prevailed in summary judgment proceedings and the Plaintiff appealed to the United States Court of Appeals for the Sixth Circuit which stayed further proceedings until the eighth interim period when Bankruptcy Court lifted the stay in April 2003. Oral argument was conducted October 28, 2003 during the ninth interim period.

h. *Moravitz v. LTV Steel Company, Inc.* (United States District Court, District of Minnesota, Fifth Division; Case No. 99 720 MJD/RLE)

This is a claim brought under the Americans with Disabilities Act for alleged disability discrimination. DCH filed a summary judgment motion which was scheduled for oral argument but that action was stayed by the filing of the bankruptcy.

i. *Miller v. Vanderbilt* (United States District Court for the Northern District of Indiana; Case No. 2:00-CV-529JM)

This case was not stayed as we represented an individual supervisor. DCH filed a motion to dismiss the case which was unopposed by the Plaintiff.

j. *Staltari v. LTV Company* (National Labor Relations Board; Charge No. 8-CA-32284-1)

In this case, the Charging Party filed an unfair labor practice alleging that LTV Steel Company violated Section 8(a)(5) of the National Labor Relations Act by allegedly refusing to bargain. The Company filed its position statement on April 26, 2001, and the unfair labor practice charge was withdrawn on May 29, 2001.

k. *Doe v. LTV Steel Company, Inc.* (United States District Court, Northern District of Ohio, Case No. 1: 01 CV 1464)

This was a complaint filed by a former employee of the Company alleging trans-gender discrimination. Although this lawsuit is subject to the automatic stay, the Court requested the parties to brief

the issue of whether the automatic stay included actions for injunctive relief only. After we briefed the issue, the Judge invoked the automatic stay and this matter remains stayed.

F. Project Summaries (Second Interim Period)

**1. Labor Negotiations and Advice
(under “Bankruptcy” and “General Labor” files)**

a. Contract Issues

Our principal activity for LTV during the second period was the continuation of negotiations with the United Steelworkers of America and all labor-related aspects of the Chapter 11 filing. DCH was directly involved in negotiations with the Union on extremely complex matters through May and June. Those efforts involved the coordination of negotiations at two levels: direct negotiations between senior Company and Union representatives, and negotiations on benefits and operational matters between Company specialists and Union personnel. In the second half of June and through early July, Frank Buck served as the Company’s observer during negotiations between the Creditors Committee and the Union, while continuing to provide advice and assistance for the benefits and operational negotiations. Ultimately, after exhaustive efforts, a tentative agreement was reached between the Creditors and the Union that was accepted by the Company

b. General Advice

DCH continued to provide general advice in the areas of labor and employment law regarding a variety of matters, including disciplinary, hiring, and drug testing issues.

c. VP Buildings/General Labor

DCH provided legal assistance with respect to sale issues and federal contractor status issues.

2. Litigation

**a. White Age Discrimination Charge
(Charge before the Equal Employment Opportunity
Commission; Charge No. 172990134)**

This was an age discrimination charge filed prior to the bankruptcy petition alleging that the Company's application of transfer provisions of the collective bargaining agreement with the United Steelworkers of America in connection with the closure of the Pittsburgh Coke Plant violated the Age Discrimination in Employment Act. Advice during the first period related to possible changes in the law that might affect the charge. Advice in the third period related to negotiations with the Union to amend the collective bargaining agreement so that it would no longer be subject to challenge in subsequent layoffs. Advice in the seventh period related to the Company's potential involvement in continuation of those proceedings that continued to involve the USWA and former LTV employees.

**b. *Saken v. LTV Steel Co.* (Unfair Labor Practice Charge;
National Labor Relations Board; Charge No. 33-CA-13631-1)**

In this case, an employee filed a charge against the Union, not against the Company. The Company was asked to provide information regarding the charge. The charge was dismissed by the Regional Director.

G. Project Summaries (Third Interim Period)

**1. Labor Negotiations and Advice
(under "Bankruptcy," "Asset Protection Plan," and "General Labor" files)**

a. Contract Issues

Our principal activity for LTV during this third period was the continuation of negotiations with the United Steelworkers of America and all labor-related aspects of the Chapter 11 filing. DCH was directly involved in negotiations with the Union related to the filing of the 1113 and 1114 petitions. Those efforts involved extensive preparation for the filing of those petitions, and preparation of the Company's response

to the objections to the sale of the LTV Mine. By November, 2001, this work became focused upon and part of the Company's Asset Protection Plan, and the work was billed under that account. DCH provided a variety of advice and assistance in connection with the development and implementation of that plan, particularly with respect to the 1113 and 1114 process and Bankruptcy Code hearing. Ultimately, this effort culminated in the negotiation of an agreement with the Union in late December, 2001, in which Frank Buck served as the chief negotiator and draftsman. In that effort, he also served as a liaison with representatives of the Creditor's Committee.

b. General Advice

DCH continued to provide general advice in the areas of labor and employment law regarding a variety of matters, including disciplinary, hiring, and drug testing issues.

2. Litigation

a. USW v. LTV Steel Mine (boys markets injunction; Minnesota Federal District Court)

This is a "reverse Boys Markets" injunction action brought by the United Steelworkers of America seeking to enjoin the sale of the LTV Steel Mining facility in Minnesota pending arbitration. The Court held a hearing on the matter and decided that this case was subject to the automatic stay provisions of the Bankruptcy Code. Consequently, the Court ordered that no further action be taken on this matter. It remains pending in United States District Court for the District of Minnesota pending resolution of the bankruptcy proceeding.

H. Project Summaries (Fourth Interim Period)

1. Labor Negotiations and Advice (under "Bankruptcy," "Asset Protection Plan," "General Labor" and "Sale of Copperweld/Plan Termination Issues" files)

a. General Advice

DCH continued to provide general advice in the areas of labor and employment law regarding a

variety of matters, including bankruptcy and closure matters.

b. Sale of Copperweld/Plan Termination Issues

During this period, DCH was involved in extensive research, advice and planning on the labor-related aspects of the anticipated sale of the Copperweld facility. This work included review and analysis of all aspects of approximately one dozen collective bargaining agreements. Particular attention was paid to approximately five of those collective bargaining agreements which contained provisions that pose significant complications to the sale process. DCH worked extensively with LTV officials and bankruptcy counsel to develop the procedures and approach for the sale in order to properly address the labor law issues. DCH also provided advice and assistance in connection with the anticipated termination of certain benefit plans. This work continued in fifth interim period.

2. Litigation as previously noted for Mains and EEOC v. LTV.

I. Project Summaries (Fifth Interim Period)

1. **Labor Negotiations and Advice**
(under “General Labor” and “Asset Protection Plan” files)

a. General Advice

DCH continued to provide general advice in the areas of labor and employment law regarding a variety of matters, including bankruptcy and closure matters.

J. Project Summaries (Sixth Interim Period)

1. **Labor Negotiations and Advice**
(under “General Labor” and “Asset Protection Plan” files)

a. General Advice

DCH continued to provide general advice in the areas of labor and employment law regarding a variety of matters, including bankruptcy and closure matters.

b. Sale of LTV Tubular

During this period, Duvin, Cahn & Hutton was involved in research, advice, and planning on the labor-related aspects of the sale of the LTV Tubular facilities. Particular attention was directed to the labor contingencies related to the Ferndale plant. Duvin, Cahn & Hutton worked with LTV officials, attorneys representing LTV in connection with the transaction, as well as labor counsel for the purchaser.

2. Litigation

a. LTV v. U.S. Steel (United States Bankruptcy Court, Northern District of Ohio; Adversary Proceeding No. 03-4002)

This is an adversary proceeding filed by LTV Steel against United States Steel Corporation (U.S. Steel) for breach of contract and specific performance. LTV Steel seeks an order requiring U.S. Steel to provide certain pension and other benefits to William E. Stephans as required by the Asset Purchase and Sale Agreement entered into between LTV Steel and U.S. Steel. LTV Steel filed its Complaint, and U.S. Steel requested an extension of time in which to answer. A status hearing was conducted August 19, 2003 in the seventh period. In the eighth period, LTV filed a response to the Union's Answer and Counterclaim. In the eighth period, LTV filed a Motion for Summary Judgment.

b. Lawrence v. LTV as previously noted.

K. Project Summaries (Seventh Interim Period)

**1. Labor Negotiations and Advice
(under "General Labor" and "Asset Protection Plan" files)**

a. General Advice

DCH continued to provide general advice in the areas of labor and employment law regarding a variety of matters, including bankruptcy and closure matters, and a variety of administrative claim issues.

2. Litigation

White Age Discrimination as previously noted.

L. Project Summaries (Eighth Interim Period)

**1. Labor Negotiations and Advice
(under “General Labor” file)**

a. General Advice

DCH continued to provide general advice in the areas of labor and employment law regarding a variety of matters, including bankruptcy and closure matters, and matters related to union agreements.

2. Litigation

Mains and Lawrence as previously described.

M. Project Summaries (Ninth Interim Period)

Litigation – Mains and Lawrence as previously described.

LEGAL ARGUMENT

A. Applicable Legal Standards

Section 330(a)(1) of the Bankruptcy Code provides, in pertinent part, for 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). To grant a request for compensation pursuant to section 330 of the Bankruptcy Code, a court must find that such request is reasonable.

In the Sixth Circuit, the standard used to determine the reasonableness of a compensation request is the "lodestar" method:

The Supreme Court has made it clear that the lodestar method of fee calculation is the method by which federal courts should determine reasonable attorney's fees under federal statutes which provide for such fees.

In re Boddy, 950 F.2d 334, 337 (6th Cir. 1991). See also In re EWI, Inc., 208 B.R. 885, 891 (Bankr. N.D. Ohio 1997) (citing In re Mansfield Tire and Rubber Co., 65 B.R. 446, 455 (Bankr. N.D. Ohio 1986)) ("The Sixth Circuit has approved the lodestar method as the standard to be applied for allowance of professional fees."); In re Unicast, Inc., 214 B.R. 979, 990 (Bankr. N.D. Ohio 1997) ("[T]he lodestar method . . . should be employed in determining professional fees provided for under federal statutes, including the Bankruptcy Code.").

In accordance with its practice in nonbankruptcy matters, DCH has utilized the lodestar method for calculating its compensation requested in this Application. Accordingly, DCH's lodestar calculation is reasonable under section 330 of the Bankruptcy Code.

B. DCH's Fees Are Reasonable

DCH's fees during the Compensation Period were reasonable under the prevailing legal standard and should be allowed. The amount of these fees is not unusual given the complexity of the labor and employment issues that the Debtors have faced in these proceedings.

The professional services rendered in these chapter 11 cases have been performed by attorneys with broad expertise and high levels of skill in the areas in which they have provided services. This highly professional and expert group of attorneys has ensured that the Debtors' difficult labor issues progressed in an efficient and expeditious manner.

Moreover, for all of the reasons described herein, DCH's services have significantly benefitted the Debtors, their estates and creditors and have furthered the Debtors' ultimate goals and maximized the value of their estates for the benefit of all stakeholders.

C. Review by the Debtors

A copy of this Application has been sent to the Debtors for their review. The Debtors have not yet expressed whether they approved the amounts requested in this Application.

D. No Sharing of Compensation

No agreement or understanding exists between DCH or any third person for the sharing of compensation, except as permitted by section 504(b) of the Bankruptcy Code and Bankruptcy Rule 2016 with respect to sharing of compensation between and among partners in DCH. All the services for which compensation is requested in this Application were rendered at the request of and solely on behalf of the Debtors.

E. Certification

In accordance with the Local Rule 93-1 and the Guidelines, the Certification of Mark V. Webber is attached hereto as Exhibit D and incorporated herein by reference.

NOTICE

No trustee or examiner has been appointed in these chapter 11 cases. Pursuant to the Case Management Order and the Interim Compensation Order, notice of this Motion has been given to (a) the Debtors, (b) the U.S. Trustee, (c) counsel to the Committees, (d) counsel to the Debtors postpetition secured lenders, and (e) the other parties on the General Service List.

WHEREFORE, DCH respectfully requests that the Court enter an Order substantially in the form attached hereto as Exhibit E, allowing on an interim basis compensation for services rendered by DCH in connection with these chapter 11 cases during the Compensation Period as follows:

TENTH INTERIM

Reimbursement of Expenses:

Total Expenses for the Period	
January 1, 2004, through January 22, 2004	\$ 352.40
Total received to date from Debtor	- <u>352.40</u>
	\$ - 0-

Compensation:

Total Fees for the Period January 1, 2004, through January 22, 2004	\$ 6,508.45
Total received to date from Debtor	- <u>5,206.76</u>
Balance of Fees due from Debtor	<u>\$ 1,301.69</u>

FIRST FINAL APPLICATION

Reimbursement of Expenses:

Total Expenses for the Period December 29, 2000, through January 22, 2004	\$ 36,827.96
Total received to date from Debtor	- <u>36,827.96</u>
	\$ - 0 -

Compensation:

Total Fees for the Period January 1, 2004, through January 22, 2004	\$ 553,238.24
Total received to date from Debtor	- <u>541,027.94</u>
Balance of Fees due from Debtor	<u>\$ 12,210.30</u>

DCH further requests an Order authorizing and directing the Debtors to pay to DCH all amounts requested herein, and granting such other and further relief as the Court may deem proper.

Respectfully submitted,

s/Mark V. Webber

Frank W. Buck (0017864)
Mark V. Webber (0007544)
DUVIN, CAHN & HUTTON
Erievue Tower, 20th Floor
1301 East Ninth Street
Cleveland, Ohio 44114
(216) 696-7600

March 22, 2004

SPECIAL LABOR COUNSEL FOR DEBTORS

AND DEBTORS IN POSSESSION

CERTIFICATE OF SERVICE

I hereby certify that on March 22, 2004, a copy of the foregoing Tenth Interim And First Final Application of Duvin, Cahn & Hutton For Final Allowance of Compensation And Reimbursement of Expenses For Services Performed For LTV Steel Company, Inc., was filed electronically. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system as well as by regular U.S. Mail to those parties not on the Court system. Parties may access this filing through the Court system.

s/Mark V. Webber

Mark V. Webber