

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

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

**SIXTH INTERIM APPLICATION OF HENNIGAN, BENNETT & DORMAN LLP AS
SPECIAL FINANCING AND LITIGATION COUNSEL FOR THE LTV STEEL
COMPANY FOR INTERIM ALLOWANCE OF COMPENSATION AND
REIMBURSEMENT OF EXPENSES FOR THE PERIOD FROM JANUARY 1, 2003
THROUGH JANUARY 22, 2004 AND FINAL ALLOWANCE OF COMPENSATION AND
REIMBURSEMENT OF EXPENSES FOR THE PERIOD FROM DECEMBER 29, 2000
THROUGH AND INCLUDING JANUARY 22, 2004 FOR THE LTV STEEL DEBTORS**

Name of Applicant:	Hennigan, Bennett & Dorman LLP ("HBD")
Authorized to provide Professional Services To:	The above captioned debtors and debtors in possession
Date of Retention:	Order entered January 31, 2001
Period for which Interim compensation and reimbursement is sought (the " <u>Interim Fee Period</u> "):	January 1, 2003 through January 22, 2003
Amount of compensation for services sought as actual, reasonable, and necessary for the Interim Fee Period:	\$678,961.50
Amount of expenses sought to be reimbursed as actual, reasonable, and necessary for the Interim Fee Period:	\$ 69,028.84
Period for which Final compensation and reimbursement is sought (the " <u>Final Fee Period</u> "):	December 29, 2000 through January 22, 2003
Amount of Compensation for Services Sought as Actual, Reasonable, and Necessary for Final Fee Period:	\$2,873,197.50
Amount of Expenses Sought to be Reimbursed as Actual, Reasonable, and Necessary for Final Fee Period:	\$ 448,927.37
Total Amount of Compensation and Expenses Sought as Actual, Reasonable, and Necessary for Final Fee Period:	\$3,322,124.87

FINAL FEE PERIOD

Name of Professional	Position with HBD and Number of Years in that Position	Hourly Rates	Total Hours	Total Compensation
Bruce Bennett	Joined HBD as a partner in 1995; Member of the California Bar since 1982	2004 - \$645 2003 - \$600 2002 - \$550 2001 - \$520	716.10	\$372,417.00
Michael A. Morris	Joined HBD of counsel in 2000; Member of the California Bar since 1979	2004 - N/A 2003 - \$540 2002 - \$500 2001 - \$475	0.90	\$416.50
Bennett Murphy	Joined HBD as a partner in 2000; Member of the California Bar since 1994	2004 - \$585 2003 - \$540 2002 - \$490 2001 - \$475	1,700.60	\$841,787.50
A. Brent Truitt	Joined HBD as of counsel in 2003; Member of the New York Bar since 1990	2004 - \$540 2003 - \$520 2002 - N/A 2001 - N/A	6.60	\$3,432.00
Kirk Dillman	Joined HBD as a partner in 1998; Member of the California Bar since 1983	2004 - \$535 2003 - \$500 2002 - \$475 2001 - \$450	352.00	\$158,400.00
James Johnston	Joined HBD as a partner in 1999; Member of the California Bar since 1993	2004 - \$495 2003 - \$465 2002 - \$425 2001 - \$390	1.70	\$680.50

FINAL FEE PERIOD

Name of Professional	Position with HBD and Number of Years in that Position	Hourly Rates	Total Hours	Total Compensation
Kenneth O'Brien	Joined HBD of counsel in 1998; Member of the California Bar since 1992	2004 - N/A	0.30	\$115.50
		2003 - N/A		
		2002 - N/A		
		2001 - \$385		
Richard P. Gerger	Joined HBD in 1995; Financial consultant for 12 years	2004 - \$495	275.60	\$104,712.50
		2003 - \$430		
		2002 - \$400		
		2001 - \$380		
Sidney Levinson	Joined HBD as of counsel in 2000; Member of the California Bar since 1988	2004 - \$490	50.20	\$18,815.00
		2003 - \$450		
		2002 - \$400		
		2001 - \$375		
Alan Block	Joined HBD as of counsel in 2000; Member of the California Bar since 1989	2004 - \$445	179.20	\$65,594.00
		2003 - \$390		
		2002 - \$375		
		2001 - \$365		
Mary H. Chu	Joined HBD as an associate in 1995; Member of the California Bar since 1991	2004 - \$445	232.90	\$85,008.50
		2003 - \$425		
		2002 - \$400		
		2001 - \$365		
Linda Kontos	Joined HBD as an associate in 1995; Member of the California Bar since 1996	2004 - \$365	556.60	\$175,241.00
		2003 - \$325		
		2002 - \$295		
		2001 - \$280		

FINAL FEE PERIOD

Name of Professional	Position with HBD and Number of Years in that Position	Hourly Rates	Total Hours	Total Compensation
Joshua Mester	Joined HBD as an associate in 1999; Member of the California Bar since 1998	2004 - \$360 2003 - \$330 2002 - \$295 2001 - \$240	2,116.70	\$560,730.50
David Okada	Joined HBD in 1994; Financial Consultant for 13 years	2004 - \$330 2003 - \$310 2002 - \$300 2001 - \$275	721.70	\$221,881.00
Kelly Frazier	Joined HBD as an associate in 2000; Member of the California bar since 2000	2004 - N/A 2003 - N/A 2002 - \$N/A 2001 - \$250	9.20	\$2,294.00
Karen Kupetz	Joined HBD as an associate in 2001; Member of the California Bar since 2000	2004 - N/A 2003 - \$275 2002 - \$260 2001 - \$225	48.70	\$12,042.50
Jeffrey Henneforth	Joined HBD as an associate in 1999; Member of the California Bar since 1999	2004 - N/A 2003 - N/A 2002 - \$N/A 2001 - \$225	132.30	\$29,767.50
Marjon Ghasemi	Joined HBD as an associate in 2001; Member of the California Bar since 2000	2004 - N/A 2003 - N/A 2002 - \$225 2001 - \$210	4.20	\$925.50

FINAL FEE PERIOD

Name of Professional	Position with HBD and Number of Years in that Position	Hourly Rates	Total Hours	Total Compensation
Paul Beard	Joined HBD as an associate in 2002; Member of the California Bar since 2000	2004 - N/A 2003 - \$240 2002 - \$225 2001 - N/A	12.70	\$2,857.50
Nicholas Merkin	Joined HBD as an associate in 2002; Member of the California Bar since 2002	2004 - \$280 2003 - \$240 2002 - \$210 2001 - N/A	9.10	\$2,151.00
John Jones	Joined HBD as an associate in 2002; Member of the California Bar since 2001	2004 - \$280 2003 - \$240 2002 - \$210 2001 - N/A	2.50	\$600.00
Scott Krog	Joined HBD in 2000; Financial Consultant for 8 years	2004 - \$270 2003 - \$245 2002 - \$225 2001 - \$185	8.50	\$1,634.50
Monica Oh	Joined HBD as a staff attorney in 2000; Member of the California Bar since 1997	2004 - \$220 2003 - \$205 2002 - \$200 2001 - \$180	11.30	\$2,034.00
Michael Rapkine	Joined HBD as an associate in 2003; Member of the California Bar since 2003	2004 - \$190 2003 - \$180 2002 - N/A 2001 - N/A	1.80	\$324.00

FINAL FEE PERIOD

Name of Professional	Position with HBD and Number of Years in that Position	Hourly Rates	Total Hours	Total Compensation
Robert G. Kennedy	Joined HBD in 1997; Paralegal for 12 years	2004 - N/A 2003 - N/A 2002 - \$N/A 2001 - \$165	0.50	\$82.50
Tina Johnson	Joined HBD in 1999; Paralegal for 22 years	2004 - N/A 2003 - N/A 2002 - \$N/A 2001 - \$165	275.00	\$45,375.00
Mark Silver	Joined HBD in 1990; Librarian for 14 years	2004 - \$180 2003 - \$170 2002 - \$165 2001 - \$145	0.40	\$66.00
Joanne Stern	Joined HBD in 1999; Paralegal for 14 years	2004 - \$175 2003 - \$170 2002 - \$165 2001 - \$165	15.50	\$2,569.50
Kathryn Bowman	Joined HBD in 1995; Paralegal for 16 years	2004 - N/A 2003 - N/A 2002 - N/A 2001 - \$165	352.60	\$58,164.00
Kevin Floyd	Joined HBD in 2000; Paralegal for 4 years	2004 - \$165 2003 - \$160 2002 - \$150 2001 - \$130	208.90	\$31,831.50

FINAL FEE PERIOD

Name of Professional	Position with HBD and Number of Years in that Position	Hourly Rates	Total Hours	Total Compensation
Celestino Santos	Joined HBD in 1999; Financial Consultant for 5 years	2004 - \$150 2003 - \$130 2002 - \$115 2001 - \$100	446.90	\$53,768.00
Edgar Mendoza	Joined HBD in 2000; Financial Consultant for 4 years	2004 - N/A 2003 - \$120 2002 - \$115 2001 - \$100	56.40	\$6,631.00
Elizabeth Richter	Joined HBD in 1997; Case clerk for 1 year	2004 - N/A 2003 - N/A 2002 - \$100 2001 - N/A	0.30	\$30.00
Stewart Brant	Joined HBD in 2001; Consulting Analyst for 3 years	2004 - N/A 2003 - \$N/A 2002 - \$100 2001 - \$N/A	13.20	\$1,320.00
Yates Young	Joined HBD in 2003; Financial Analyst for 1 year	2004 - \$125 2003 - \$N/A 2002 - N/A 2001 - N/A	6.00	\$750.00
John Bass	Joined HBD in 2000; Paralegal for 2 years	2004 - \$110 2003 - \$100 2002 - \$90 2001 - \$60	70.20	\$4,616.00

FINAL FEE PERIOD

Name of Professional	Position with HBD and Number of Years in that Position	Hourly Rates	Total Hours	Total Compensation
Daniel Arango	Joined HBD in 2003; Case clerk for 5 years	2004 - \$100 2003 - \$100 2002 - N/A 2001 - N/A	8.20	\$820.00
LaSandra Redd	Joined HBD in 1998; Case clerk for 5 years	2004 - \$100 2003 - \$100 2002 - \$95 2001 - \$90	114.90	\$10,852.50
Mary Rucker	Joined HBD in 2000; Case clerk for 6 years	2004 - N/A 2003 - N/A 2002 - \$N/A 2001 - \$90	104.50	\$9,405.00
Robert Gordon	Joined HBD in 2002; Case clerk for 10 years	2004 - N/A 2003 - \$100 2002 - \$65 2001 - N/A	3.90	\$253.50
TOTALS	(Excluding Paraprofessionals)	\$355.27	7,673.90	\$2,726,331.00
	(Less Previous Reductions)			(\$17,199.00)
TOTALS	(Including Paraprofessionals)	\$325.43	8,828.80	\$2,873,197.50

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In re: :
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Debtors. : **Chief Judge Randolph Baxter**

**SIXTH INTERIM APPLICATION OF HENNIGAN, BENNETT & DORMAN LLP AS
SPECIAL FINANCING AND LITIGATION COUNSEL FOR THE LTV STEEL COMPANY
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EXPENSES FOR THE PERIOD FROM JANUARY 1, 2003 THROUGH JANUARY 22, 2004
AND FINAL ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF
EXPENSES FOR THE PERIOD FROM DECEMBER 29, 2000 THROUGH AND
INCLUDING JANUARY 22, 2004 FOR THE LTV STEEL DEBTORS**

**TO THE HONORABLE RANDOLPH BAXTER,
CHIEF UNITED STATES BANKRUPTCY JUDGE:**

Pursuant to sections 330 and 331 of the Bankruptcy Code and Rule 2016 of the Federal Rules of Bankruptcy Procedure, Hennigan, Bennett & Dorman LLP (“HBD”), hereby moves this Court for an order, substantially in the form attached hereto as Exhibit E, awarding HBD reasonable compensation for the professional services rendered as special financing and litigation counsel to the LTV Steel Company and its affiliates that are debtors and debtors in possession in the above captioned cases, other than VP Buildings, Inc. and its related entities and Copperweld Corporation and its related entities (collectively, the “LTV Steel Debtors”) on an interim basis for the period of January 1, 2003 through and including January 22, 2004 (the “Interim Fee Period”) in the amount of \$678,961.50, together with reimbursement for actual and necessary expenses incurred in the amount of \$69,028.84, and on a final basis for the period from December 29, 2000 through January 22, 2004 (the “Final Fee Period”), in the amount of \$2,873,197.50, together with reimbursement for actual and necessary expenses incurred in the amount of \$448,927.37 plus such other amounts incurred in the preparation of this application. In support of this application, HBD represents as follows:

INTRODUCTION

The LTV Steel Debtors, along with the other above-captioned debtors, had participated in the prepetition sale of their accounts receivable to certain bankruptcy remote special purpose entities. These special purpose entities pledged these assets as collateral to a group of lenders that financed the purported acquisition of these assets. The LTV Steel Debtors retained HBD to assert the LTV Steel Debtors' rights to continue to use the proceeds of those accounts receivables and other assets in the operation of its business by challenging whether the prepetition sales of accounts receivable were "true sales." HBD successfully settled the "true sale" litigation by negotiating two separate postpetition financing facilities for the benefit of all of the LTV Steel Debtors.

Based upon HBD's experience in negotiating and documenting the postpetition financing facilities, the LTV Steel Debtors asked HBD to assist in the implementation of LTV Steel Company, Inc.'s ("LTV Steel") plan to shutdown the integrated steel business and liquidate its assets (the "APP"). Because the APP also terminated the commitments under the remaining postpetition financing facilities, the LTV Steel Debtors requested HBD to assist in securing separate financing for the LTV Steel Debtors' tubular steel fabrication business to allow them to continue to operate after LTV Steel implemented the APP. HBD successfully negotiated, documented, and obtained court approval of a \$30 million of short term financing for the LTV Steel Debtors.

HBD was also instrumental in the analysis, negotiation, and court approval of a settlement of intricate and complex intercompany claims. The resolution of these intercompany claims paved the way for the Debtors to move their cases forward toward ultimate resolution. HBD obtained court approval of this landmark settlement over the course of a two-day evidentiary hearing and over the strenuous objection of purported creditors.

BACKGROUND

General Background

1. On December 29, 2000 (the "Petition Date"), Debtor LTV Steel and 48 of its affiliates commenced their respective reorganization cases by filing voluntary petitions for relief

under chapter 11 of the Bankruptcy Code. On February 8, 2002, two additional Debtors commenced their respective chapter 11 cases. By orders entered on the Petition Date and March 26, 2002, the LTV Steel Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered.

2. The LTV Steel Debtors are continuing in possession of their respective properties as debtors and debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. On January 10, 2001, the United States Trustee for the Northern District of Ohio (the "U.S. Trustee") appointed a statutory committee of unsecured creditors (the "Unsecured Creditors' Committee") in the LTV Steel Debtors chapter 11 cases, pursuant to section 1102 of the Bankruptcy Code. On January 19, 2001, the U.S. Trustee appointed a statutory committee of noteholders in the Debtors' chapter 11 cases, pursuant to section 1102 of the Bankruptcy Code (the "Noteholders' Committee"). On February 27, 2003, the U.S. Trustee appointed an amended committee of administrative creditors in the LTV Steel case (the "Administrative Claimants' Committee" and together with the Unsecured Creditors' Committee and the Noteholders' Committee, the "Committees"). On March 27, 2003, the U.S. Trustee filed its Notice of Disbandment of the Unsecured Creditors' Committee.

4. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

5. Debtor The LTV Corporation ("LTV"), a Delaware corporation, is the direct parent of LTV Steel and the direct or indirect parent of each of the other Debtors.

6. As of the Petition Date, the Debtors operated through two primary business segments: (a) the integrated steel business segment, which engaged in the manufacture and sale of a diversified line of carbon flat-rolled steel products consisting of hot-rolled and cold-rolled sheet and galvanized products (the "Integrated Steel Business"); and (b) the metal fabrication business segment, which is engaged in, among other things, the manufacture and sale of (i) mechanical and structural tubular products, (ii) pipe and conduit, (iii) bimetallic wire and (iv) automotive products.

7. By order entered on September 4, 2001, the Court authorized the LTV Steel Debtors to sell the assets of Debtors VP Buildings, Inc., VP-Graham, Inc., Varco Pruden International, Inc., and United Panel, Inc. (collectively, the “VP Debtors”). By orders entered on December 7, 2001 and August 30, 2002, the Court authorized the LTV Steel Debtors to implement an asset protection plan through and including December 13, 2002 to effect the orderly cessation of operations for, and the sale of assets of, the LTV Steel Debtors’ Integrated Steel Business. By an order entered on February 28, 2002, the Court approved the sale of substantially all of the assets of the Integrated Steel Business (the “Integrated Steel Sale”) to WLR Acquisition Co., n/k/a International Steel Group, Inc. (“ISG”). The closing of the Integrated Steel Sale transaction occurred on April 12, 2002 (for the hard assets) and May 13, 2002 (for the inventory).

8. On November 7, 2002, the Court entered an order approving the sale of the assets of the LTV Tubular division of LTV Steel (the “LTV Tubular Business”). The closing of the LTV Tubular sale occurred on December 31, 2002. On December 17, 2003, Debtor Copperweld Corporation (“Copperweld”) and its affiliates (collectively, the “Copperweld Debtors”) consummated a confirmed plan of reorganization and emerged from chapter 11.

Retention of HBD:

9. HBD was employed under section 327(a) of the Bankruptcy Code to serve as special financing and litigation counsel to the LTV Steel Debtors in these cases nunc pro tunc as of the Petition Date pursuant to an Order (D.I. 332) entered on January 31, 2001. By that Order, the Court authorized the LTV Steel Debtors to compensate HBD at the expense of the estates in such amounts as may be subsequently allowed by the Court.

10. At all relevant times, HBD has been and is a disinterested person within the meaning of section 101(14) of the Bankruptcy Code, and HBD has not represented or held, and does not represent or hold, any interest adverse to the interests of the LTV Steel Debtors.

11. All services for which compensation is requested by HBD were performed for or on behalf of the LTV Steel Debtors and not on behalf of any committee, creditor or other person.

12. The Court entered its Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals dated January 31, 2001 (the “Interim Compensation Order”) (D.I. 334) pursuant to which professionals retained in these cases are authorized to submit monthly invoices to the LTV Steel Debtors, the U.S. Trustee, and counsel for the Committees. If no objection is received within 14 days of service of the monthly fee statement, the LTV Steel Debtors are authorized to pay 80% of the professional's fees and reimburse 100% of the expenses incurred by the professionals.

RELIEF REQUESTED

Authority for Relief

13. HBD 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; (c) 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 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”).

Request for Interim and Final Allowance of Compensation and Reimbursement of Expenses

14. HBD hereby seeks interim allowance of compensation and reimbursement of expenses for the Interim Fee Period as follows:

a. Compensation of \$678,961.50 in connection with services during the Interim Fee Period. Attached hereto as Exhibit B is a summary of the services performed by service category during the Interim Fee Period.

b. Reimbursement of actual and necessary expenses of \$69,028.84 incurred in connection with HBD’s services during the Interim Fee Period. Attached hereto as Exhibit D is a summary of the expenses by expenses category during the Interim Fee Period.

15. HBD hereby seeks final allowance of compensation and reimbursement of expenses for the Final Fee Period as follows:

a. Compensation of \$2,873,197.50 in connection with services during the Final Fee Period. Attached hereto as Exhibit B is a summary of the services performed by service category during the Final Fee Period.

b. Reimbursement of actual and necessary expenses of \$448,927.37 incurred in connection with HBD's services during the Final Fee Period. Attached hereto as Exhibit D is a summary of the expenses by expenses category during the Final Fee Period.

Monthly Statements and Prior Payments to HBD

16. HBD has submitted the following Monthly Statements to the LTV Steel Debtors with respect to the Interim Fee Period. A listing of the amounts contained in those Monthly Statements is attached hereto as Exhibit F.

17. In total, HBD has submitted Monthly Statements with respect to the Interim Fee Period for fees of \$678,961.50 and expenses of \$69,028.84. None of the Notice Parties objected to HBD's Monthly Statements for 2003. As of the date of this Application, none of the Notice Parties objected to HBD's January 2004 Monthly Statement, which has not yet expired.

18. On June 14, 2001, HBD filed its First Interim Fee Application (D.I. 1179) requesting interim approval of \$1,018,805.50 in fees and \$175,476.99 in expenses. The U.S. Trustee filed an objection to HBD's First Interim Fee Application. On August 7, 2001, after resolution of the U.S. Trustee's objection, the Court entered an order (D.I. 1458) approving the First Interim Fee Application and approving \$1,001,956.50 in fees and \$165,008.91 in expenses.

19. On October 16, 2001, HBD filed its Second Interim Fee Application (D.I. 1787) requesting interim approval of \$251,874.00 in fees and \$37,414.09 in expenses. On December 7, 2001, the Court entered an order (D.I. 2068) approving the Second Interim Fee Application as requested.

20. On July 29, 2002, HBD filed its Third Interim Fee Application (D.I. 4225) requesting interim approval of \$560,043.00 in fees and \$130,633.39 in expenses from the LTV Steel Debtors. On October 22, 2002, the Court entered an order (D.I. 4676) approving the Third Interim Fee Application as requested.

21. On October 17, 2002, HBD filed its Fourth Interim Fee Application (D.I. 4640) requesting approval of \$243,379.00 in fees and \$25,733.90 in expenses from the LTV Steel Debtors. On November 27, 2002, the Court entered an order (D.I. 4867) approving the Fourth Interim Fee Application as requested.

22. On March 3, 2003, HBD filed its Fifth Interim Fee Application (D.I. 5388) requesting approval of \$136,983.50 in fees and \$21,108.24 in expenses from the LTV Steel Debtors. On March 28, 2003, the Court entered an order (D.I. 5495) approving the Fifth Interim Fee Application as requested.

23. HBD has received \$2,734,955.03 in payments from the LTV Steel Debtors on account of Interim Fee Applications and Monthly Fee Statements. A detailed listing of these payments is attached hereto as Exhibit G.

24. HBD has classified all services performed for which compensation is sought for the Final Fee Period into the following categories:

- Case Administration (category 010);
- Meetings of Creditors/Communications with Creditors (category 020)
- General Business Operations (category 030)
- Fee/Employment Applications (category 040);
- Fee/Employment Objections (category 050);
- Financing (category 060);
- Claims Administration and Objections (category 070);
- Asset Analysis and Recovery (category 080);
- Asset Disposition (category 090);
- Plan/Disclosure Statement (category 100);
- Employee Benefits/Plans (category 110);
- Litigation (category 120).

HBD has attempted to place the services performed in the category that best relates to the service provided. Because services may relate to one or more categories and are subject to the

interpretation of individual timekeepers, services pertaining to one category in fact may be recorded in other categories.

25. Attached hereto as Exhibit A is a detailed chronological statement of services performed by service category during the Final Fee Period, which also includes the Interim Fee Period. The statement is itemized by service categories referenced above and, within each category, includes a summary of the time expended by each of the individuals rendering services applicable to such category and an itemization of the name of the person who rendered a particular service, the date and amount of time expended, and a detailed description of the work performed.

26. During the Final Fee Period, in the exercise of its professional judgment and discretion, HBD voluntarily reduced its invoices for fees and expenses totaling more than \$347,00.00 relating to services performed for the LTV Steel Debtors (which includes reductions are partially attributable to fees for non-working travel time).

SUMMARY OF SERVICES RENDERED

27. HBD was retained by the LTV Steel Debtors to, among other things, advise the LTV Steel Debtors concerning their prepetition credit facilities, loans, and bond indebtedness and obtain and negotiate the terms and conditions of debtor-in-possession financing and use of cash collateral, and obtain the necessary or appropriate orders of the Bankruptcy Court with respect to the foregoing. Accordingly, the majority of HBD's services fall within the category of Financing. The following is a summary of the services provided by HBD in all of its service categories.

28. Case Administration. HBD maintains a master calendar and docket to stay apprised of the deadlines and issues arising in these combined cases which could have an impact on the LTV Steel Debtors' financing needs. During the Interim Fee Period, HBD expended a total of 35.4 hours performing services for the LTV Steel Debtors related to the Case Administration Category resulting in fees of \$4,025.00, at the blended hourly rate of \$113.70. During the Final Fee Period, HBD expended a total of 254.1 hours performing services for the LTV Steel Debtors related to the Case Administration Category resulting in fees of \$39,643.50, at the blended hourly rate of \$156.02.

29. Meetings of and Communications with Creditors. In this category, HBD included time spent communicating with creditors, such as the Committees and the LTV Steel Debtors secured creditors concerning the administration of the case. During the Interim Fee Period, HBD expended a total of .3 hours performing services for the LTV Steel Debtors related to the Meetings of and Communications with Creditors Category resulting in fees of \$73.50, at the blended hourly rate of \$245.00. During the Final Fee Period, HBD expended a total of 41.3 hours performing services for the LTV Steel Debtors related to the Meetings of and Communications with Creditors Category resulting in fees of \$21,306.50, at the blended hourly rate of \$515.9.

30. General Business Operations. In this category, HBD included its services incurred in advising the LTV Steel Debtors on the operation of their businesses, and, as described below, the cessation of operations. In particular, HBD advised the LTV Steel Debtors on how the postpetition financing facilities impacted their operations. Time in this category may also be appropriately included in the Financing category. During the Interim Fee Period, HBD expended a total of 2.3 hours performing services for the LTV Steel Debtors related to the General Business Operations Category resulting in fees of \$885.00, at the blended hourly rate of \$384.78. During the Final Fee Period, HBD expended a total of 67.7 hours performing services for the LTV Steel Debtors related to the General Business Operations Category resulting in fees of \$22,201.50, at the blended hourly rate of \$327.94.

31. Fee/Employment Applications. HBD's time in this category was spent in preparing its monthly fee statements and interim fee applications, reviewing the compensation procedures in these cases, preparing its monthly fee statements, and responding to the U.S. Trustee's request for expense receipts. During the Interim Fee Period, HBD expended a total of 19.7 hours performing services for the LTV Steel Debtors related to the Fee/Employment Applications Category resulting in fees of \$3,866.00, at the blended hourly rate of \$196.20. During the Final Fee Period, HBD expended a total of 138.4 hours performing services for the LTV Steel Debtors related to the Fee/Employment Applications Category resulting in fees of \$27,559.00, at the blended hourly rate of \$199.13.

32. Fee/Employment Objections. HBD included in this category, time it spent in responding to objections to its Employment and Fee Applications, particularly those raised by the U.S. Trustee. During the Interim Fee Period, HBD did not perform any services for the LTV Steel Debtors related to the Fee/Employment Objections Category. During the Final Fee Period, HBD expended a total of 8.7 hours performing services for the LTV Steel Debtors related to the Fee/Employment Objections Category resulting in fees of \$2,973.00, at the blended hourly rate of \$341.72.

33. Financing. HBD was retained by the LTV Steel Debtors mere days prior to their commencement of these cases (i) to advise the LTV Steel Debtors concerning their prepetition financing facilities, (ii) to ensure that the LTV Steel Debtors had the right to use cash collateral, in the form of cash derived from collections of accounts receivable and from the sale of inventory, and (iii) to obtain debtor in possession financing that would enable to Debtors to continue to operate as a going concern. HBD, in a very short period of time, unraveled the LTV Steel Debtors' complex prepetition financing transactions and presented the Court with the Emergency Motion for Authority to Use Cash Collateral on an interim basis (the "Emergency Motion"), the success of which dictated whether the LTV Steel Debtors would be able to continue to operate their businesses or were required to immediately close their facilities.

34. Upon consideration of the Emergency Motion on the first day of these cases, HBD obtained, on behalf of the LTV Steel Debtors, interim authority to use cash collateral. The LTV Steel Debtors initial victory in these cases sparked an intense period of litigation with the prepetition inventory and receivables financing lenders (the "Prepetition Lenders") over the which party had an interest in the LTV Steel Debtors' inventory and receivables that secured the LTV Steel Debtors' obligations to the Prepetition Lenders (the "True Sale Litigation"). While the LTV Steel Debtors could use cash collateral on an interim basis and continue to operate, the outcome of the final hearing on the True Sale Litigation would determine whether the LTV Steel Debtors could continue as a going concern with the opportunity to reorganize their affairs or be forced to immediately cease operations and release thousands of employees. To prepare for the final hearing

on the True Sale Litigation, HBD commenced and responded to intense expedited discovery concerning the prepetition inventory and receivables facilities and the facts and circumstances surrounding their creation and implementation.

35. While HBD pursued the True Sale Litigation, HBD also commenced negotiations with the Prepetition Lenders for a debtor in possession financing facility that would resolve the True Sale Litigation and provide an available line of credit for the LTV Steel Debtors to use to satisfy ongoing business needs. HBD and the LTV Steel Debtors, in order to maximize their financing options, also explored financing solutions with other lenders, such as Ableco Finance LLC (“Ableco”) in the event a business solution to the True Sale Litigation failed. Based in large part upon the results achieved in the True Sale Litigation, the negotiations with the Prepetition Lenders were successful and the LTV Steel Debtors obtained financing from the Prepetition Lenders and Ableco in an aggregate amount in excess of \$700 million which also resolved the True Sale Litigation.

36. After reaching agreement on the terms for the debtor in possession financing facilities (the “DIP Facilities”), HBD and the LTV Steel Debtors sought and obtained the necessary court approval of the DIP Facilities. The LTV Steel Debtors received several objections to the DIP Facilities filed by numerous parties. HBD attended the hearing on the DIP Facilities and successfully obtained court approval of the DIP Facilities over the objection by the competing DIP lender. Upon obtaining court approval of the DIP Facilities, HBD finalized all of the documentation for the DIP Facilities with the DIP Lenders, which closed on April 9, 2001.

37. Because of HBD’s familiarity with the DIP Facilities and relationship with the DIP Lenders, the LTV Steel Debtors’ requested that HBD play an integral role in obtaining additional financing. The LTV Steel Debtors, HBD, National City Bank, and KeyBank National Association began negotiations for a \$250 million financing facility which would be priced at rates not currently available to debtors-in-possession, provided the LTV Steel Debtors could obtain a guarantee from the Emergency Steel Loan Guarantee Board. In addition, the LTV Steel Debtors have worked with the State of Ohio, City of Cleveland, Cuyahoga County, and other third parties to

secure additional credit support for this loan. HBD spent considerable time negotiating a structure for the Byrd Loan that takes into consideration all of the legal, business, and political constraints of these parties.

38. During the negotiations for the government guaranteed loan, HBD worked with the LTV Steel Debtors to develop a contingency plan for repaying their obligations to the DIP Lenders in the event that the LTV Steel Debtors' could not continue to operate their integrated steel business. Ultimately, the LTV Steel Debtors were forced to implement this contingency plan (commonly referred to as the "Asset Protection Plan") in December, 2001. HBD, the LTV Steel Debtors, and several of the LTV Steel Debtors' other professionals analyzed the LTV Steel Debtors' integrated steel business to prepare for negotiating a budget with the DIP Lenders for the Asset Protection Plan. After the development of a comprehensive proposal for the orderly cessation and sale of the integrated steel business, HBD attended numerous meetings with the LTV Steel Debtors and the DIP Lenders. The negotiations proved fruitful and the LTV Steel Debtors obtained the unanimous consent of all of the existing DIP Lenders to the implementation of the Asset Protection Plan according to a negotiated budget.

39. In order to implement the Asset Protection Plan, HBD negotiated various amendments and modification to the DIP Facility and the order approving the DIP Facility. HBD prepared a motion and proposed order to implement the requisite modifications. HBD also worked with Jones Day for the preparation of witnesses for the hearing on the approval of the implementation of the Asset Protection Plan. Finally, after the adoption of certain modifications to the Budget and an agreement with the LTV Steel Debtors' labor unions, the LTV Steel Debtors obtained the consent of the Committees to the implementation of the Asset Protection Plan.

40. After approval and implementation of the Asset Protection Plan, HBD continued to advise the LTV Steel Debtors on the application of the modified DIP Facility to their operations. One of the other key components to the successful implementation of the Asset Protection Plan was obtaining financing for the continued operation of the structural tubing business of the LTV Steel Debtors. HBD negotiated a separate debtor in possession financing facilities that provided

the LTV Steel Debtors' tubular business with \$30 million of liquidity to continue operations and preserve the going concern value pending a potential sale of assets. HBD prepared a motion and attended the hearing to obtain interim approval of the Tubular DIP Facility, and thereafter, finalized the documentation necessary to make this financing facility available to the LTV Steel Debtors.

41. The LTV Steel Debtors also requested that HBD analyze various sale/lease back agreements related to the structural tubing facility in Marion, Ohio (the "Marion Facility"). HBD determined that the LTV Steel Debtors may have causes of action to recharacterize the sale/lease back transaction as a disguised financing. The Marion Facility had not achieved profitable or break even cash flows since its opening. HBD negotiated a favorable settlement with the lessor for the Marion Facility, which minimized the LTV Steel Debtors postpetition exposure for operating expenses. The settlement was approved, without objection, by an order (D.I. 4354) entered on August 26, 2002.

42. Finally, because of HBD's familiarity with the LTV Steel Debtors' postpetition financing facilities and various financing orders, the LTV Steel Debtors requested that HBD assist in the analysis of potential intercompany claims arising in these cases. HBD reviewed financial analysis prepared by the LTV Steel Debtors and advised them on the interpretation of various orders affecting the determination of the amounts and priorities of various intercompany claims. In addition, HBD assisted the LTV Steel Debtors in presenting this claim analysis to the LTV Steel Debtors various constituencies, including the postpetition lenders, the Creditors' Committee and the Noteholders' Committee. Ultimately, HBD successfully assisted the LTV Steel Debtors in the negotiation of a consensual settlement of these complex intercompany claims. HBD sought approval of the settlement and succeeded after a two day evidentiary hearing and over the strong objection of Oil States Industries, Inc. and Oil States International, Inc. (collectively "Oil States"). Approval of the intercompany settlement removed a major obstacle to confirming the Copperweld Debtors' plan of reorganization and the continued efforts to wind down the remaining estates. HBD continues to defend the Debtors against Oil States' appeal of the order approving the intercompany settlement.

43. During the Interim Fee Period, HBD expended a total of 877.6 hours performing services for the LTV Steel Debtors related to the Financing Category resulting in fees of \$366,685.00, at the blended hourly rate of \$417.83. During the Final Fee Period, HBD expended a total of 5,058.2 hours performing services for the LTV Steel Debtors related to the Financing Category resulting in fees of \$1,875,768.50, at the blended hourly rate of \$370.84.

44. Claims Administration and Objections. The Claims Administration and Objections category consists of HBD's review and recommendation concerning a stipulation modifying the bar date to the claims of the LTV Steel Debtors' prepetition term loan lenders.

45. During the Interim Fee Period, HBD expended a total of 5.9 hours performing services for the LTV Steel Debtors related to the Claims Administration and Objections Category resulting in fees of \$830.00, at the blended hourly rate of \$140.68. During the Final Fee Period, HBD expended a total of 6.4 hours performing services for the LTV Steel Debtors related to the Claims Administration and Objections Category resulting in fees of \$977.50, at the blended hourly rate of \$152.73.

46. Asset Analysis and Recovery. The Asset Analysis and Recovery category consists of HBD's assistance in the LTV Steel Debtors' efforts to recover accounts receivables from General Electric Company ("GE"). For more than 20 years prior to Petition Date, LTV Steel and GE maintained a commercial relationship during which GE placed numerous orders with LTV Steel for flat-rolled steel products. During this same time period LTV Steel purchased various goods and services from GE, including maintenance services, motors and engineering services, and supplies. As a result of a series of orders placed by GE for the purchase of LTV's flat-rolled steel products, LTV Steel's regularly maintained books and records reflect an account receivable owed by GE of approximately \$12,000,000. Despite demands for payment, GE refused to pay for the goods ordered and received by it. Shortly after the Petition Date, and continuing through at least April 2002, GE and LTV Steel unsuccessfully attempted to resolve the amount owed by GE to LTV Steel, and on May 17, 2002, GE filed five administrative expense trade claims.

47. The LTV Steel Debtors requested that HBD analyze the claims filed by GE and commence litigation to recover the amounts GE owes the LTV Steel Debtors. HBD prepared for litigation against GE by, among other things, researching various legal issues impacting the complaint, including whether GE is entitled to set off the claims of its affiliates; reviewing documents and interviewing potential witnesses; preparing a detailed analysis of thousands of invoices impacting the outstanding accounts receivable and accounts payable between the parties; and preparing a detailed analysis of the checks issued by GE but withheld from payment to the LTV Steel Debtors per the instruction of GE's representative. HBD also developed a comprehensive database to capture the accounts payable, accounts receivable and withheld checks, and utilized the database in creating certain exhibits to the Complaint and Objection.

48. On July 16, 2002, LTV commenced an adversary proceeding against GE by filing a combined Complaint and Objection to five "administrative claims" filed by GE against the estate and requesting additional relief. The action is entitled *LTV Steel Company, Inc. v. General Electric Company*, Adversary Proceeding No. 02-4104 (the "GE Litigation"). The GE Litigation requested that the Court enter an order: (a) disallowing administrative expense trade claims nos. 627-630 and 824 filed by GE; (b) requiring turnover of all sums owing to LTV Steel and of all estate property held by GE and its agents; (c) granting declaratory relief in favor of LTV Steel relating to GE's attempt to "set off" certain claims against the LTV Steel Debtors held by GE affiliates; and (d) granting other relief. Currently, HBD is pursuing discovery against GE.

49. During the Interim Fee Period, HBD expended a total of 1,084.8 hours performing services for the LTV Steel Debtors related to the Asset Analysis and Recovery Category resulting in fees of \$302,280.00, at the blended hourly rate of \$278.65. During the Final Fee Period, HBD expended a total of 1,967.30 hours performing services for the LTV Steel Debtors related to the Asset Analysis and Recovery Category resulting in fees of \$506,925.50, at the blended hourly rate of \$257.68.

50. Asset Disposition. The Asset Disposition Category consists of HBD's assistance in the sale of the VP Debtors' assets, LTV Steel Mining's assets, the sale of the Integrated Steel

Business, and the sale of the Tubular Business. HBD assisted the Debtors in the sale of these assets by providing a review of current liens against the VP Debtors' assets, advising the Debtors on the restrictions in the DIP Facilities, and otherwise assisting in the sale process. During the Final Fee Period, a total amount of 49.60 hours was charged to this category. The amount of fees attributable to this category is \$11,274.00, and the blended hourly rate for this category is \$227.30.

51. Plan/Disclosure Statement. The time included in the Plan/Disclosure category is more appropriately included in the financing category as it consists of HBD's assistance to the LTV Steel Debtors regarding postpetition financing. During the Interim Fee Period, HBD expended a total of .2 hours performing services for the LTV Steel Debtors that was included in the Plan/Disclosure Statement Category resulting in fees of \$20.00, at the blended hourly rate of \$100.00. During the Final Fee Period, HBD expended a total of 1.5 hours performing services for the LTV Steel Debtors that was included in the Plan/Disclosure Statement Category resulting in fees of \$428.00, at the blended hourly rate of \$285.33.

52. Employee Benefits/Plans. The Employee Benefits/Plans category consists of HBD's efforts related to the impact of the postpetition financing facilities on the LTV Steel Debtor's pension plans. During the Final Fee Period, HBD expended a total of 1.3 hours performing services for the LTV Steel Debtors related to the Employee Benefits/Plans Category resulting in fees of \$214.50, at the blended hourly rate of \$165.00.

53. Litigation. The Litigation category consists of HBD's efforts in the True Sale Litigation briefly described above. During the True Sale Litigation, HBD, over a short period of time, commenced intense discovery into the facts surrounding the operation and application of the prepetition financing facilities. HBD's litigation efforts included reviewing thousands of pages of documents, taking dozens of depositions of key representatives of the lenders concerning the prepetition financing facilities, and defending the LTV Steel Debtors' representatives during numerous depositions taken by the Prepetition Lenders. HBD accomplished, on an expedited basis, discovery that in most cases would consume three to four times as much time. Because of

HBD's efforts, HBD obtained a solution to the True Sale Litigation that achieved the LTV Steel Debtors' business objectives.

54. During the Interim Fee Period, HBD expended a total of .90 hours performing services for the LTV Steel Debtors related to the Litigation Category resulting in fees of \$297.00, at the blended hourly rate of \$330.00. During the Final Fee Period, HBD expended a total of 1,234.3 hours performing services for the LTV Steel Debtors related to the Litigation Category resulting in fees of \$381,125.00, at the blended hourly rate of \$308.78.

SUMMARY OF DISBURSEMENTS

55. The total amount of expenses incurred by HBD in connection with these cases (after accounting for the write-offs referenced above) during the Final Fee Period is \$448,927.37 . Attached hereto as Exhibit C is a chronological list of all expenses incurred by HBD for which reimbursement is sought with respect to the Final Fee Period. Exhibit C includes the detailed listing of such expenses and is broken down into categories of charges, including, among other things, telephone and telecopier toll and other charges, mail and express mail charges, special or hand delivery charges, photocopying charges, travel expenses, and computerized research. HBD has made every effort to limit its expenses and to use the most economical means available for accomplishing the tasks requiring expenditures of costs, and HBD does not charge for non-ordinary overhead expenses such as secretarial and other overtime.

56. Computerized Legal Research. HBD used computerized legal research services to address the complex issues facing the LTV Steel Debtors regarding the administration of the DIP Facilities, the negotiation and implementation of the asset protection plan, and the successful closing of two new debtor in possession facilities. HBD's computerized legal research expenses were \$7,615.76 during the Interim Fee Period and \$52,866.81 during the Final Fee Period.

57. Courier/Overnight Mail. Although HBD attempts to avoid messenger and overnight mail expenses when information can be transmitted by mail, telecopy or email, when messengers must be used, HBD attempts to use the least expensive service available consistent with obtaining delivery within the time required. The charges for messenger services are posted to clients'

accounts and reimbursement is requested at actual amounts charged by the outside services. HBD's courier/overnight mail expenses were \$7,389.01 during the Interim Fee Period and \$32,548.99 during the Final Fee Period.

58. Court & Legal Process Fees. During the Fee Period, HBD incurred various expenses related to litigation for the LTV Steel Debtors. HBD's legal process expenses were \$321.00 during the Final Fee Period.

59. Graphics and Production Expenses. During the Fee Period, HBD scanned documents for electronic transmission, rather than utilizing overnight couriers or faxing such documents. HBD charges clients \$.08 per scanned page, which rate is equal to the amount HBD charges its other clients and is intended to cover the costs of supplies and labor associated with these services. HBD's graphics and production expenses were \$415.18 during the Interim Fee Period and \$567.34 during the Final Fee Period.

60. Meals. Because of the immediate and time sensitive issues facing the LTV Steel Debtors during the Final Fee Period, HBD often was required to work after normal business hours and on weekends. Also, HBD personnel incurred meal expenses when traveling on the LTV Steel Debtors business. HBD's meal expenses were \$1,158.73 during the Interim Fee Period and \$4,892.75 during the Final Fee Period.

61. Outside Background Research. During the Fee Period, it was necessary to use outside research services to obtain state certificates and lien searches in order to complete the debtor in possession financing facilities utilized by the LTV Steel Debtors. The charges for outside research services are posted to clients' accounts and reimbursement is requested at actual amounts charged by the outside services. HBD's outside background research expenses were \$327.95 during the Interim Fee Period and \$15,751.13 during the Final Fee Period.

62. Parking. HBD's expenses for out-of-office parking (including parking expenses incurred when traveling) were \$301.35 during the Interim Fee Period and \$3,181.56 during the Final Fee Period.

63. Postage. HBD incurs postage costs for mailing notices to creditors, serving pleadings, and sending general correspondence in the representation of the LTV Steel Debtors. Costs for postage also are compiled automatically based upon client account numbers identified when postage is printed by HBD's postage meter and are passed along to the LTV Steel Debtors without addition or premium. HBD's postage expenses were \$826.28 during the Interim Fee Period and \$4,072.53 during the Final Fee Period.

64. Reproduction (In House) and (Outside). HBD generally handles regular and routine photocopying in-house. HBD charges \$.10 per page for in-house photocopying, which amount is intended to cover the costs of supplies and labor associated with providing these services. HBD's photocopy machines automatically record the number of copies made in accordance with the client's account number, which is input into a device attached to the photocopy machine. Whenever feasible, HBD sends large copying projects to outside copy services that charge bulk rates for photocopying. In such instances, HBD charges its clients the same amount that HBD pays to the outside services. HBD's reproduction expenses were \$13,540.49 during the Interim Fee Period and \$78,961.65 during the Final Fee Period.

65. Supplies/Equipment. HBD's supplies and equipment expenses were \$1,160.45 during the Interim Fee Period and \$1,160.45 during the Final Fee Period.

66. Telecopy. HBD's telecopy machines automatically record the number of pages sent when the person who is sending the telecopy enters the client's account number into a device attached to the telecopy machine. HBD charges \$.25 per page for outgoing telecopies and does not charge for telecopies received. HBD's telecopy expenses were \$390.25 during the Interim Fee Period and \$15,974.75 during the Final Fee Period.

67. Telephone. HBD records long distance telephone expenses associated with individual client accounts automatically as the calls are made. HBD's telephone expenses were \$3,123.73 during the Interim Fee Period and \$13,617.59 during the Final Fee Period.

68. Transcripts. HBD ordered transcripts of various hearings and depositions that were conducted; charging the estate only the actual expense. HBD's transcript expenses were \$10,943.42 during the Interim Fee Period and \$31,706.49 during the Final Fee Period.

69. Travel and Transportation. HBD incurred airfare and other transportation expenses to attend multiple meetings with the LTV Steel Debtors, postpetition lenders, and other professionals, and attended numerous hearings. When HBD purchased first-class or business-class airline tickets, the firm reduced the amount that it charged the estate to the amount of a full fare coach class ticket. HBD obtained full fare coach rates from travel agents or used the rates published on the airline's website to determine the amount of the reduction. In most cases, HBD actually reduced the costs of the airfare below the costs of a full fare ticket for its own administrative convenience. HBD's travel and transportation expenses were \$21,836.24 during the Interim Fee Period and \$203,722.41 during the Final Fee Period.

LEGAL ARGUMENT

Applicable Standards

70. 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). Upon a finding of reasonableness, a court may grant a request for compensation pursuant to section 330 of the Bankruptcy Code.

71. The Sixth Circuit has stated that the "lodestar" method is typically the standard to determine reasonableness:

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); *In re Unicast, Inc.*, 214 B.R. 979, 990 (Bankr. N.D. Ohio 1997).

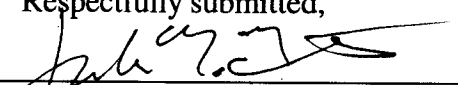
72. HBD's fees during the Final Fee Period were reasonable under the prevailing legal standard and should be allowed on an interim and final basis, as requested herein. The amount of these fees are reasonable given the complexity of the LTV Steel Debtors' cases. HBD faced unique and complex issues, as described above, during the LTV Steel Debtors' cases that justify the fees requested herein. HBD further submits that all expenses that HBD advanced on behalf of the LTV Steel Debtors were necessarily incurred and are properly charged as administrative expenses of these estates. HBD has reviewed its expenses to ensure that they comply section 330, Local Rule 9301, the Guidelines, and other applicable requirements.

73. The certification of Joshua M. Mester is attached hereto as Exhibit H as required by Local Rule 93-1 and incorporated herein by reference.

WHEREFORE, the HBD respectfully requests that based upon the foregoing, the Court enter an order substantially in the form attached hereto as Exhibit E: (1) approving, on an interim basis, compensation in the amount of \$678,961.50, and reimbursement for actual and necessary expenses incurred in the amount of \$69,028.84; (2) approving, on a final basis, compensation in the amount of \$2,873,197.50, and reimbursement for actual and necessary expenses incurred in the amount of \$448,927.37 , plus such other amounts incurred in the preparation of this application; (3) directing the LTV Steel Debtors to pay HBD the unpaid portion of the fees and expenses for the Final Fee Period; and (4) providing such other and further relief as is just and appropriate.

Dated: March 22, 2004

Respectfully submitted,



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