

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

In re: ) Chapter 11  
)  
LTV STEEL COMPANY, INC., ) Jointly Administered  
a New Jersey corporation, ) Case No. 00-43866  
et al., )  
)  
Debtors. ) Successor to Judge William Bodoh

**FIRST AMENDED SIXTH INTERIM AND FINAL APPLICATION OF  
NICOLA, GUDBRANSON & COOPER, LLC FOR FINAL ALLOWANCE  
OF COMPENSATION AND REIMBURSEMENT OF EXPENSES  
FOR SERVICES PERFORMED**

Name of applicant: Nicola, Gudbranson & Cooper, LLC ("NG&C")

Authorized to provide  
professional services to:

The above-captioned debtors and debtors in possession

Date of retention: May 8, 2001

Period for which compensation  
and reimbursement is sought:

January 1, 2004 through January 22, 2004 (Sixth Interim)  
March 1, 2001 through January 22, 2004 (Final)

Amount of compensation requested: \$5,685 (Sixth Interim)  
\$155,739.50 (Final)

Amount of expense reimbursement requested: \$658.25(Sixth Interim)  
\$10,209.25 (Final)

This is an:   X   interim   X   final application

A summary of the billing rates 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 Exhibit C and incorporated herein by reference. NG&C's professionals and paraprofessionals devoted time to preparing this Application after December 31, 2003. Compensation for this time is sought from the Debtors in the present interim fee application.

Attorneys' blended hourly rate during the compensation period:  
  \$90.88 (Sixth Interim)    
  \$110.09 (Final)  

Fees Previously Requested: \$150,054.50

Fees Previously Awarded: \$122,176.25

Expenses Previously Requested: \$10,551

Expenses Previously Awarded: \$9,643.43

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FOR SERVICES PERFORMED**

Dated: April 27, 2004

Matthew T. Fitzsimmons (0013404)  
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ATTORNEYS FOR DEBTORS  
AND DEBTORS IN POSSESSION

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**INTRODUCTORY CORRECTIVE STATEMENT**

On March 22, 2004, Nicola, Gudbranson & Cooper, LLC ("NG&C") timely filed and served its Sixth Interim and Final Application for Allowance of Compensation and Reimbursement of Expenses For Services Performed. That Application contained two mathematical errors:

- ◆ In paragraph 10 (at pp. 10-11), NG&C incorrectly added up paragraphs 10(a) through 10(k). The correct number is \$155,739.50. That correction has been made in all applicable places on this First Amendment.

- ◆ In paragraph 10(e) (at p. 11), NG&C incorrectly set forth an expense. The correct number is \$245.87. That correction has been made in all applicable places on this First Amendment.

Except for these two corrections, this First Amended Sixth Interim and Final Application For Allowance of Compensation and Reimbursement of Expenses For Services Performed is identical to the Sixth Interim and Final Application For Allowance of Compensation and Reimbursement of Expenses For Services Performed filed on March 22, 2004.

\* \* \*

Nicola, Gudbranson & Cooper, LLC ("NG&C"), special commercial litigation and commercial collection counsel to the above-captioned debtors and debtors in possession (collectively, the "Debtors"), hereby makes (i) its Sixth Application for Interim Allowance of Compensation of \$5,685 and Reimbursement of Related Expenses of \$658.25 for the period from January 1, 2004 through January 22, 2004 (the "Sixth Compensation Period") and (ii) its Application for Final Allowance of Compensation of \$155,739.50 and reimbursement of related expenses of \$10,209.25 for the services performed for the period from March 1, 2001 through January 22, 2004 (the "Combined Compensation Period").

In support of this Application, NG&C respectfully represents as follows:

**PRELIMINARY STATEMENT**

As the Debtors' Special Commercial Litigation and Commercial Collection Counsel, NG&C's principal focus and activity have been on analyzing, preparing, filing, prosecuting, and resolving the Preference Actions. As set forth in greater detail in paragraph 23, to date NG&C has achieved \$8,004,556.60 in economic benefit to the Estate, including \$4,022,567 in recoveries from the Preference Actions. NG&C will bring additional economic benefit to the Estate from the Preference Action settlements which will be included in a soon-to-be-filed Fifth Motion for an Order Approving Compromise and Settlement of Various Preference Claims and Actions.

**BACKGROUND**

**General Background**

1. On December 29, 2000 (the "Petition Date"), the Debtors commenced their respective reorganization cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code"). By an order entered on the Petition Date, the Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being administered jointly.

2. 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).

**NG&C's Retention**

3. On April 18, 2001, the Debtors filed their application to retain and employ NG&C as their counsel (the "Retention Application") (D.I. 907). On May 8, 2001, the Court entered an order (D.I. 907-1) (the "Retention Order") authorizing the retention of NG&C as the Debtors' counsel to perform any and all necessary or appropriate legal services on behalf of the Debtors in connection with these chapter 11 cases, including services as special commercial litigation and commercial collection counsel. A copy of the Retention Order is attached hereto as Exhibit A and incorporated herein by reference. As described in the Retention Application, NG&C charges for its services in these cases in accordance with its ordinary and customary hourly rates in effect on the dates that services are rendered. These rates are identical to those charged by NG&C for similar services in other bankruptcy and non-bankruptcy matters.

**Status of the Debtors' Chapter 11 Cases**

4. To the best of NG&C's knowledge, the Debtors have filed all monthly operating reports and paid all quarterly fees to the U.S. Trustee.

**RELIEF REQUESTED**

**Authority for Relief**

5. NG&C 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 (D.I. 334) (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"). A copy of the Interim Compensation Order is attached hereto as Exhibit B and incorporated herein by reference.

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

6. NG&C hereby seeks interim and final allowance of compensation and reimbursement of expenses for the Sixth Compensation Period as follows:



a. Compensation of \$5,685 in connection with services rendered during the Sixth Compensation Period. NG&C has identified each of its professionals and paraprofessionals who provided services to the Debtors during the Sixth Compensation Period, their respective hourly rates and the total hours incurred in the aggregate and in each billing category by each such professional and paraprofessional on the summaries attached hereto collectively as Exhibit C and incorporated herein by reference. The total hours incurred and fees charged for each billing category, along with the related time detail, is attached hereto as Exhibit D and incorporated herein by reference; and

b. Reimbursement of actual and necessary expenses of \$658.25 incurred in connection with NG&C's services. An itemization of these expenses is attached hereto as Exhibit D and incorporated herein by reference.

7. In addition, NG&C hereby seeks final allowance of compensation and reimbursement of expenses for the Combined Compensation Period as follows:

a. Compensation of \$155,739.50 in connection with services rendered during the Combined Compensation Period. NG&C has summarized each professional's and paraprofessional's status and hourly billing rate in Exhibit C to this Application and in similar schedules

attached to the Prior Applications. A summary of the total hours incurred and fees charged for each major project for the Sixth Compensation Period and Prior Compensation Periods is set forth herein and in Exhibit C to this Application and in similar schedules attached to the Prior Applications. Likewise, the supporting monthly time detail for each month of the Sixth Compensation Period is included in Exhibit D to this Application. The supporting time detail for each month of the Prior Compensation Periods is included in Exhibits attached to the Prior Applications.

b. Reimbursement of actual and necessary expenses of \$10,209.25 in connection with NG&C's services during the Combined Compensation Period. Summaries and itemizations of these expenses incurred during the Sixth Compensation Period are set forth in Exhibit D to this Application. Summaries and itemizations of these expenses incurred during the Prior Compensation Periods are set forth in Exhibits attached to the Prior Applications.

#### **Incorporation of Prior Fee Applications**

8. NG&C has filed five prior Applications for interim allowance of compensation and reimbursement of expenses for services performed for the Debtors for the period May 8, 2001 through December 31, 2003 (collectively, the "Prior Applications"), requesting interim allowance of fees and

reimbursement of expenses for the Prior Compensation Periods. In support of the final allowance of fees and reimbursement of expenses sought in this Application, NG&C incorporates the Prior Applications herein by reference.

**Monthly Statements and Prior Payments to NG&C**

9. In addition, pursuant to the Interim Compensation Order, professionals in these chapter 11 cases were authorized to submit a statement of fees and expenses (a "Monthly Statement") to the Debtors for payment on a monthly basis. The Debtors were directed to pay 80% of the fees requested in a professional's Monthly Statement and 100% of the expenses incurred, unless one of the Notice Parties (as such term is defined in the Interim Compensation Order) objected to the Monthly Statement within 15 days after service of the Monthly Statement. The remaining 20% of the professional fees requested in the Monthly Statement (or such greater amount of fees and expenses subject to an objection) are held back until a hearing on allowance of such fees, at which time they become payable to the extent allowed by the Court.

10. NG&C submitted the following Statements to the Debtors with respect to the prior Compensation Periods:

a. For March 1, 2001 through August 31, 2001 - fees of \$5,502.50 and expenses of \$494.78 (the "September 2001 Statement");

b. For September 1, 2001 through October 31, 2001 - fees of \$1,440 and expenses of \$171.36 (the "November 2001 Statement");

c. For November 1, 2001 through December 31, 2001 - fees of \$3,768.75 and expenses of \$12.53 (the "January 2002 Statement");

d. For January 1, 2002 through March 31, 2002 - fees of \$1,894.50 and expenses of \$38.32 (the "April 2002 Statement");

e. For April 1, 2002 through June 30, 2002 - fees of \$4,072.50 and expenses of \$245.87 (the "July 2002 statement");

f. For July 1, 2002 through September 30, 2002 - fees of \$810 and expenses of \$7.50 (the "October 2002 Statement"); and

g. For October 1, 2002 through December 31, 2002 - fees of \$15,251.25 and expenses of \$2,514.23 (the "January 2003 Statement").

h. For January 1, 2003 through March 31, 2003 - fees of \$19,248.75 and expenses of \$1,714.67 (the "April 2003 Statement").

i. For April 1, 2003 through June 30, 2003 - fees of \$26,880 and expenses of \$907.57 (the "September 2003 Statement").

j. For July 1, 2003 through September 30, 2003 - fees of \$39,315 and expenses of \$1,706.94 (the "October 2003 Statement").

k. For October 1, 2003 through December 31, 2003 - fees of \$31,871.25 and expenses of \$1,737.23 (the "January 2004 Statement").

In total, therefore, NG&C submitted Statements with respect to the First Compensation Period for fees of \$32,739.50 and expenses of \$3,484.59. For the Second Compensation Period, NG&C

submitted Statements for fees of \$19,248.75 and expenses of \$1,714.67. For the Third Compensation Period, NG&C submitted a Statement for fees of \$26,880 and expenses of \$907.57. For the Fourth Compensation Period, NG&C submitted a Statement for fees of \$39,315 and expenses of \$1,706.94. For the Fifth Compensation Period, NG&C submitted a Statement for fees of \$31,871.25 and expenses of \$1,737.23. None of the Notice Parties objected to NG&C's Monthly Statements for the First, Second, and Third Compensation Periods.

11. During the Compensation Periods and thereafter through the date of this Application, NG&C received the following payments from the Debtors:

a. On or about October 10, 2001, NG&C received a payment of \$6,220.14, which was applied in satisfaction of 80% of NG&C's fees and all of NG&C's expenses in its Monthly Statement for the period from March 1, 2001 through October 1, 2001;

b. On or about February 15, 2002, NG&C received a payment of \$2,403.53, which was applied in satisfaction of 80% of NG&C's fees and all of NG&C's expenses in its monthly statement for the period from November 20, 2001 through December 1, 2001;

c. On or about February 28, 2002, NG&C received a payment of \$624.00, which was applied in satisfaction of 80% of NG&C's fees and all of NG&C's expenses in its monthly statement for the period from November 1, 2001 through November 19, 2001;

d. On or about May 1, 2002, NG&C received a payment of \$1,553.92, which was applied in satisfaction of 80% of NG&C's fees and all of NG&C's expenses in its monthly statement for the period from January 1, 2002 through March 31, 2002;

e. On or about August 2, 2002, NG&C received a payment of \$3,503.87, which was applied in satisfaction of 80% of NG&C's fees and all of NG&C's expenses in its monthly statement for the period from April 1, 2002 through June 30, 2002;

f. On or about November 2, 2002, NG&C received a payment of \$655.50, which was applied in satisfaction of 80% of NG&C's fees and all of NG&C's expenses in its monthly statement for the period from July 1, 2002 through September 30, 2002;

g. On or about February 7, 2003, NG&C received a payment of \$14,715.23, which was applied in satisfaction of 80% of NG&C's fees and all of NG&C's expenses in its monthly statement for the period from October 1, 2002 through December 31, 2002.

h. On or about April 29, 2003, NG&C received a payment of \$23,661.57, which was applied in satisfaction of 80% (\$17,113.67) of NG&C's fees and all of NG&C's expenses in its first quarter 2003 statement for January 1, 2003 through March 31, 2003 and 20% (\$6,547.90) of NG&C's fees for the First Compensation Period.

i. On or about July 29, 2003, NG&C received a payment of \$3,849.75, which was applied in satisfaction of the remaining 20% of NG&C's fees for the Second Compensation Period.

j. On or about August 13, 2003, NG&C received a payment of \$22,411.57, which was applied in satisfaction of 80% (\$21,504) of NG&C's fees and all of NG&C's expenses in its second quarter 2003 statement for April 1, 2003 through June 30, 2003.

k. On or about November 3, 2003, NG&C received a payment of \$33,158.94, which was applied in satisfaction of 80% (\$31,452) of NG&C's fees and all of NG&C's expenses in its third quarter 2003 statement for July 1, 2003 through September 30, 2003.

l. On or about December 12, 2003, NG&C received a payment of \$13,239, which was applied in satisfaction of the remaining 20% of NG&C's fees for the Third and Fourth Compensation Periods.

m. On or about February 25, 2004, NG&C received a payment of \$27,234.23, which was applied in satisfaction of 80% (\$25,497) of NG&C's fees and all of NG&C's expenses in its fourth quarter 2003 statement for October 1, 2003 through December 31, 2003.

In total, therefore, NG&C has received payments from the Debtors aggregating \$131,819.68 on account of fees and expenses incurred in connection with these cases. None of the foregoing payments has been shared by NG&C with any other party, nor are these or any other payments subject to a sharing agreement between NG&C and any third party.

12. Except as described in paragraphs 11(a) through 11(m) above, NG&C did not receive any payments or promises of payments during the Compensation Periods from any source for services rendered or to be rendered in connection with these chapter 11 cases.

**Description of Services Rendered by NG&C**

13. As described in the attached Exhibit D, NG&C's professionals and paraprofessionals billed their time during the Sixth Compensation Period primarily to Adversary Proceedings and Preference Actions. Below is a summary of certain of the primary activities performed by NG&C during the Sixth Compensation Period in each of those billing categories. Although this summary is intended to highlight areas of particular importance in these cases, a complete description of

all such activities is found in the contemporaneous, daily time records included in the attached Exhibit D.

***Commercial Litigation/Adversary Proceedings/Preference Actions  
(62.30 hours; \$5,647.50)***

14. During the Sixth Compensation Period, NG&C lawyers advised and assisted the Debtors in connection with certain litigation or potential litigation matters. NG&C participated in the following litigation-related activities:

- Preference Actions:

Various conferences with counsel for Administrative Claimants' Committee ("ACC") regarding number of pending Preference Actions and status of all settlement negotiations and dismissals; prepare various compilations for ACC; preparation of discovery requests to Preference Action defendants; prepare responses to discovery requests from Preference Action defendants; analyze and respond to numerous letters and telephone calls from counsel for Preference Action defendants regarding settlement, stay issues, potential defenses, and Rule 11 issues; analyze ordinary course and new value defenses for various Preference Actions; respond to numerous telephone and written inquiries regarding service and response date issues; analyze



various settlement proposals submitted by Preference Action defendants; organization of all files and establish docket system; research various legal issues as requested by counsel for LTV Steel; preparation of all Notices of Dismissal for settling and dismissed defendants; updating of master list of status of all Preference Actions; attention to service of process issues; various conferences with LTV Steel regarding setoffs of administrative claims; preparation of Initial Disclosures and various telephone conferences with counsel for Preference Action defendants regarding scope of Initial Disclosures; maintenance of docket calendar, review and analysis of Initial Disclosures from defendants; finalize Notices of Dismissal for ACC settlements; review of expert reports submitted by Preference Action defendants; preparation for and attendance at and summarize various depositions noticed by Preference Action defendants.

- **LTV Steel Company, Inc./Daimler-Chrysler**  
**(0.25 hours; \$37.50)**

Telephone conference with counsel for Daimler-Chrysler regarding possible resolution of dispute.

***Fee Application Preparation (0 hours; \$0)***

15. NG&C seeks reimbursement for \$0 in attorneys' fees incurred in preparation of the Fifth Application for fees and expenses for the Fifth Compensation Period.

**Expenses**

16. Section 330 of the Bankruptcy Code authorizes "reimbursement for actual, necessary expenses" incurred by professionals employed in a chapter 11 case. 11 U.S.C. § 330(a)(1)(B). Accordingly, NG&C seeks reimbursement for actual and necessary expenses (the "Expenses") incurred in rendering services to the Debtors during the Sixth Compensation Period. The total amount of the Expenses is \$658.25, as detailed in the attached Exhibit D. NG&C submits that the Expenses were reasonable and necessary in light of the services provided.

17. NG&C maintains the following policies with respect to the Expenses:

- No amortization of the cost of any investment, equipment or capital outlay is included in the Expenses. In addition, for those items or services that NG&C justifiably purchased or contracted from a third party (such as outside copy services), NG&C seeks reimbursement only for the exact amount billed to NG&C by the third party vendor and paid by NG&C to the third party vendor.
- Photocopying by NG&C was charged at .05 per page, in accordance with Local Rule 93-1. To the extent practical, NG&C utilized outside copying services.
- Facsimile transmissions by NG&C typically are charged long distance telephone tariff.

- Mileage was charged at the prevailing rate allowed by the Internal Revenue Service for tax deductions for mileage.
- Computer-assisted legal research was used only when time pressures rendered it impracticable to conduct such research manually or where the use of such computer services was determined to be more cost-efficient. Computer-assisted research is billed at actual cost on a per-search and/or per-minute basis, depending upon the provider. Among other things, NG&C used computer research in the following instances in connection with the preparation of certain internal legal memoranda, the development of responses to inquiries of the Debtors and other parties, the analysis of issues arising in these cases, the completion of certain corporate activities and transactions and the preparation of pleadings filed with the Court in these cases and in other courts:
  - research of case law, statutory and regulatory provisions and factual data regarding particularly important issues; and
  - shepardization of cases cited in pleadings filed with the Court in these cases or in other courts.
  - With computer assistance, the total shepardization and research time was greatly reduced. To complete these activities manually would have taken significantly more lawyer or paraprofessional time, resulting in a greater cost to the Debtors' estates.
- NG&C does not charge for postage less than \$1.00. Postage is billed at actual cost for postage over \$1.00, including postage for large group mailings where the postage for each individual item is less than \$1.00. Overnight delivery services and messenger services were used only when time pressures rendered it impracticable to use regular mail services. Messenger services are billed at the

actual rates charged by comparable, outside delivery services or the actual cost of such services.

### LEGAL ARGUMENT

#### Applicable Legal Standards

18. 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.

19. In the Sixth Circuit, the standard typically 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."). The lodestar amount is calculated by "multiplying the number of hours reasonably expended multiplied by a reasonable hourly rate." EWI, 208 B.R. at 891.

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

**NG&C's Fees Are Reasonable**

21. NG&C's fees during the Sixth Compensation Period were reasonable under the prevailing legal standard and should be allowed on an interim basis, as requested herein. The amount of these fees is not unusual given the complexity and size of the Debtors' chapter 11 cases, and these fees are commensurate with fees that NG&C has been awarded in other chapter 11 cases and that other attorneys of comparable experience and expertise have charged and been awarded in similar chapter 11 cases.

22. The professional services rendered in these 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' cases have progressed in an efficient and expeditious manner.

23. Moreover, for all of the reasons described herein, NG&C's services have significantly benefited the Debtors, their estates and creditors and have furthered the Debtors' ultimate goals of completing a successful reorganization of their businesses and maximizing the value of their estates for the benefit of all stakeholders. As a direct result of NG&C's legal efforts, LTV Steel and/or VP Buildings, Inc. have recovered the following amounts and/or relief:

General Motors Corp.	- \$3,125,380
Preference Actions	- \$4,022,567
J&L Specialty Products Corp.	- \$386,000
Stainless Sales, Inc.	- \$10,200
<u>Fritz Enterprises, Inc.</u>	<u>- \$460,409.60 Consent Judgment</u>
TOTAL	\$8,004,556.60

**NG&C's Expenses Were Actual and Necessary**

24. Section 330(a)(1)(B) of the Bankruptcy Code permits reimbursement for actual, necessary expenses. As noted above, NG&C already has (a) conducted a review to ensure that the Expenses comply with section 330(a)(1)(B), Local Rule 93-1, the Guidelines and other applicable requirements and (b) eliminated any expenses that it deemed "not necessary" or otherwise

inappropriate. Accordingly, NG&C has properly requested reimbursement only of actual, necessary and appropriate Expenses.

**Review by the Debtors**

25. A copy of this Application has been sent to the Debtors for their review. To date, the Debtors have not expressed whether they approve the amounts requested in this Application.

**No Sharing of Compensation**

26. No agreement or understanding exists between NG&C 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 NG&C. All the services for which compensation is requested in this Application were rendered at the request of and solely on behalf of the Debtors.

**Certification**

27. In accordance with the Local Rule 93-1 and the Guidelines, the Certification of Matthew T. Fitzsimmons is attached hereto as Exhibit E and incorporated herein by reference.

**NOTICE**

28. No trustee or examiner has been appointed in these chapter 11 cases. In accordance with the Interim Compensation

Order and the Order Establishing Case Management Procedures Regarding Filing, Service, Notice, Copies and Hearing Dates, entered on April 10, 2001, (D.I. 885), as amended (the "Case Management Order"), notice of this Motion has been given to the parties identified on the General Service List established by the Case Management Order. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is required.

WHEREFORE, NG&C respectfully requests that the Court enter an order, substantially in the form attached hereto as Exhibit F: (i) allowing on an interim basis compensation of \$5,685 for services rendered by NG&C in connection with these chapter 11 cases during the Sixth Compensation Period; (ii) allowing on an interim basis reimbursement of Expenses of \$658.25; (iii) allowing on a final basis compensation of \$155,739.50 for services rendered by NG&C to Debtors during the Combined Compensation Period; (iv) allowing on a final basis Expenses of \$10,209.25 incurred by NG&C in connection with services provided to the Debtors during the Combined Compensation Period; (v) authorizing and directing the Debtors to pay to NG&C all amounts requested herein that have not previously been paid pursuant to NG&C's Monthly Statements for the Fifth Compensation Period; and (vi) granting such other and further relief as the Court may deem proper.



Dated: April 27, 2004

Respectfully submitted,

/s/ Matthew T. Fitzsimmons  
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ATTORNEYS FOR DEBTORS  
AND DEBTORS IN POSSESSION

Certificate of Service

A copy of the foregoing First Amended Sixth Interim and Final Application of Nicola, Gudbranson & Cooper, LLC for Final Allowance of Compensation and Reimbursement of Expenses for Services Performed and proposed Order was sent by regular U.S. mail, postage prepaid, this 27<sup>th</sup> day of April 2004 to all persons on the attached General Service List.

/s/ Matthew T. Fitzsimmons\_\_\_\_\_

ATTORNEY FOR DEBTORS  
AND DEBTORS IN POSSESSION

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