

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

IN RE:	:	Chapter 11
	:	
LTV STEEL COMPANY, INC.,	:	Jointly Administered
a New Jersey corporation, <u>et al.</u> ,	:	Case No. 00-43866
	:	
Debtors.	:	Judge Randolph Baxter
	:	
COPPERWELD CORPORATION	:	Case No. 00-43869
COPPERWELD BIMETALLICS PRODUCT COMPANY	:	Case No. 00-43868
COPPERWELD EQUIPMENT COMPANY	:	Case No. 00-43870
COPPERWELD MARKETING & SALES COMPANY	:	Case No. 00-43871
COPPERWELD TUBING PRODUCTS COMPANY	:	Case No. 00-43872
METALLON MATERIALS ACQUISITION CORPORATION	:	Case No. 00-43899
MIAMI ACQUISITION CORPORATION	:	Case No. 00-43900
SOUTHERN CROSS INVESTMENT INVESTMENT COMPANY	:	Case No. 00-43904
TAC ACQUISITION COMPANY	:	Case No. 00-43905
WELDED TUBE CO. OF AMERICA	:	Case No. 00-43911
WELDED TUBE HOLDINGS, INC.,	:	Case No. 00-43912
	:	
Copperweld Debtors	:	

**AMENDMENT TO FINAL FEE APPLICATION OF THORP REED & ARMSTRONG,
LLP FOR COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT
OF EXPENSES FOR SERVICES TO THE COPPERWELD DEBTORS
FOR THE PERIOD DECEMBER 29, 2000 THROUGH DECEMBER 16, 2003**

Thorp Reed & Armstrong, LLP ("Thorp Reed"), special counsel to the above-captioned Copperweld Debtors, hereby files an amendment to its final fee application, (the "Amendment") seeking final allowance and award of compensation for certain services rendered and reimbursement of expenses from December 29, 2000 through December 17, 2003 pursuant to 11 U.S.C §§ 330 and 331 of the Bankruptcy Code. In support of this Amendment, Thorp Reed respectfully represents as follows:

BACKGROUND

1. On February 17, 2004, Thorp Reed filed a final fee application seeking final allowance and award of compensation for services rendered and reimbursement of expenses from December 29, 2000 through December 16, 2003. (the "Application") (Docket 7453, 7454, 7455, 7456, 7457, 7458, 7459, 7460, 7461, 7467)

2. The Application and the averments contained therein are incorporated by reference in this Amendment as though fully set forth herein. All defined and capitalized terms used therein will be given their same meaning in this Amendment.

3. By this Amendment Thorp Reed seeks (i) final allowance of fees and expenses in the aggregate of \$11,503.27 for services rendered by it to the Copperweld Debtors' Marion, Ohio Facility for the period of January 1, 2002 through February 28, 2002 (the "Jan-Feb, 2002 Marion Fees"), and for an order directing the Copperweld Debtors to pay the 20% holdback being, \$2,296.75 of the Jan-Feb, 2002 Fees (the "Jan-Feb, 2002 Marion Holdback"); (ii) final allowance of interim fees and expenses in the aggregate of \$3,668.74 for services rendered to the Copperweld Debtors' Marion, Ohio Facility for the period of July 1, 2002 through July 31, 2002 (the "July 2002 Marion Fees"), and for an order directing the Copperweld Debtors to pay the 20% holdback, being \$731.47, of the July 2002 Marion Fees (the "July 2002 Marion Holdback"); (iii) final allowance of interim fees and expenses in the aggregate of \$5,580.52 for services rendered by it to the Copperweld Debtors' Marion, Ohio Facility for the period of August 1, 2002 through August 31, 2002 (the "August 2002 Marion Fees"), and for an order directing the Copperweld Debtors to pay the 20% holdback, being \$1,112.20, of the August 2002 Marion Fees (the "August 2002 Marion Holdback"); (iv) final allowance of interim fees and expenses in the aggregate of \$3,563.07 for the period of September 1, 2002 through September 30, 2002 (the

"September 2002 Marion Fees") and for an order directing the Copperweld Debtors to pay the 20% holdback, being \$710.00, of the September 2002 Marion Fees (the "September 2002 Marion Holdback"); (v) final allowance of interim fees and expenses in the aggregate of \$3,693.07 for the period of October 1, 2002 through October 31, 2002 (the "October 2002 Marion Fees"), and for an order directing the Copperweld Debtors to pay the 20% holdback, being \$726.80 of the October 2003 Marion Fees (the "October 2002 Marion Holdback").

4. Thorp Reed seeks an order, substantially in the form of Exhibit F, attached hereto, that supersedes the proposed order submitted by Thorp Reed in conjunction with the Application, and that combines the relief sought in the Application with the relief sought in this Amendment.

5. 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)(A).

RELIEF SOUGHT

Final Approval of Compensation for Services Rendered to Debtors' Marion, Ohio Facility,

6. Under its normal operating procedures, Thorp Reed would bill the Copperweld Debtors for all the services provided by Thorp Reed to the Copperweld Debtors under one general invoice, without dividing the invoices into separate categories. However, the Copperweld Debtors requested that Thorp Reed send separate invoices to them for work Thorp Reed performed on their behalf in relation to the Copperweld Debtors' Marion, Ohio facility, which was part of the LTV Steel Tubular Products Division (the "Request").

7. Pursuant to the Administrative Fee Order and the Request of the Copperweld Debtors, (i) for the period January 1, 2002 through February 28, 2002, Thorp Reed sent to the Copperweld Debtors and the appropriate notice parties, for the period of January 1,

2002 through February 28, 2002, a request for payment, on May 1, 2002, for compensation and reimbursement of expenses for its services to the Copperweld Debtors' Marion, Ohio facility in the amount of \$11,483.75 for fees and \$19.52 for expenses. (the "Jan-Feb. 2002 Marion Request"); (ii) for the period July 1, 2002 through July 31, 2002, Thorp Reed sent to the Copperweld Debtors and the appropriate notice parties, for the period of July 1, 2002 through July 31, 2002, a request for payment, on September 4, 2002, for compensation and reimbursement of expenses for its services to the Copperweld Debtors' Marion, Ohio facility in the amount of \$3,657.37 for fees and \$11.37 for expenses. (the "July 2002 Marion Request"); (iii) for the period August 1, 2002 through August 31, 2002, Thorp Reed sent to the Copperweld Debtors and the appropriate notice parties, for the period of August 1, 2002 through August 31, 2002, a request for payment, on October 3, 2002, for compensation and reimbursement of expenses for its services to the Copperweld Debtors' Marion, Ohio facility in the amount of \$5,561.00 for fees and \$161.79 for expenses. (the "August 2002 Marion Request"); (iv) for the period September 1, 2002 through September 30, 2002, Thorp Reed sent to the Copperweld Debtors and the appropriate notice parties, for the period of September 1, 2002 through September 30, 2002, a request for payment, on December 13, 2002, for compensation and reimbursement of expenses for its services to the Copperweld Debtors' Marion, Ohio facility in the amount of \$3,550.00 for fees and \$13.07 for expenses. (the "September 2002 Marion Request"); (v) for the period October 1, 2002 through October 31, 2002, Thorp Reed sent to the Copperweld Debtors and the appropriate notice parties, for the period of October 1, 2002 through October 31, 2002, a request for payment, on December 13, 2002, for compensation and reimbursement of expenses for its services to the Copperweld Debtors' Marion, Ohio facility in

the amount of \$3,634.00 for fees and \$59.07 for expenses. (the "October 2002 Marion Request");

8. Pursuant to the Administrative Fee Order, Thorp Reed received 80% of the fees requested and 100% of the expenses requested with respect to the Jan-Feb. 2002 Marion Request; the July 2002 Marion Request; the August 2002 Marion Request; the September Marion Request; and the October 2002 Marion Request.

9. Thorp Reed hereby seeks a final order, allowing Thorp Reed:

a. Compensation of \$11,483.75 in connection with services rendered to the Copperweld Debtors in relation to their Marion, Ohio facility between January 1, 2002 and February 28, 2002. Thorp Reed has identified each of its professionals and paraprofessionals who provided services to the Debtors during this period and their respective hourly rates on the professional summary as part of Exhibit H to the Application. A summary by month of the total hours incurred and fees charged for each billing category, along with the related time detail, is attached hereto as Exhibit A; and

b. to be reimbursed for actual and necessary expenses of \$19.52 incurred in connection with services rendered to the Copperweld Debtors in relation to their Marion, Ohio facility between January 1, 2002 and February 28, 2002. A summary and itemization of these expenses is attached hereto as part of Exhibit A.

c. to recover and directing the Copperweld Debtors to pay Thorp Reed \$2,296.75, which represents the 20% of the Jan-Feb. 2002 Marion Fees that were not paid by the Debtors.

d. Compensation of \$3,657.37 in connection with services rendered to the Copperweld Debtors in relation to their Marion, Ohio facility between July 1, 2002 and July 31, 2002. Thorp Reed has identified each of its professionals and paraprofessionals who provided services to the Debtors during this period and their respective hourly rates on the professional summary attached as part of Exhibit J to the Application. A summary by month of the total hours incurred and fees charged for each billing category, along with the related time detail, is attached hereto as Exhibit B; and

e. allowing Thorp Reed to be reimbursed for actual and necessary expenses of \$11.37 incurred in connection with services rendered to the Copperweld Debtors in relation to their Marion, Ohio facility between July 1, 2002 and July 31, 2002. A summary and itemization of these expenses is attached hereto as part of Exhibit B.

f. allowing Thorp Reed to recover and directing the Copperweld Debtors to pay Thorp Reed \$731.47, which represents the 20% of the July 2002 Marion Fees that were not paid by the Debtors;

g. Compensation of \$5,561.00 in connection with services rendered to the Copperweld Debtors in relation to their Marion, Ohio facility between August 1, 2002 and August 30, 2002. Thorp Reed has identified each of its professionals and paraprofessionals who provided services to the Debtors during this period and their respective hourly rates on the professional summary as part of Exhibit J of the Application. A summary by month of the total hours incurred and fees charged for each billing category, along with the related time detail, is attached hereto as Exhibit C; and

h. allowing Thorp Reed to be reimbursed for actual and necessary expenses of \$161.79 incurred in connection with services rendered to the Copperweld Debtors in relation to their Marion, Ohio facility between August 1, 2002 and August 31, 2002. A summary and itemization of these expenses is attached hereto as part of Exhibit C.

i. allowing Thorp Reed to recover and directing the Copperweld Debtors to pay Thorp Reed \$1,112.20, which represents the 20% of the August 2002 Marion Fees that were not paid by the Debtors.

j. Compensation of \$3,550.00 in connection with services rendered to the Copperweld Debtors in relation to their Marion, Ohio facility between September 1, 2002 and September 30, 2002. Thorp Reed has identified each of its professionals and paraprofessionals who provided services to the Debtors during this period and their respective hourly rates on the professional summary on as part of Exhibit M of the Application. A summary by month of the total hours incurred and fees charged for each billing category, along with the related time detail, is attached hereto as Exhibit D; and

k. allowing Thorp Reed to be reimbursed for actual and necessary expenses of \$13.07 incurred in connection with services rendered to the Copperweld Debtors in relation to their Marion, Ohio facility between September 1, 2002 and September 30, 2002. A summary and itemization of these expenses is attached hereto as part of Exhibit D.

l. allowing Thorp Reed to recover and directing the Copperweld Debtors to pay Thorp Reed \$710.00, which represents the 20% of the September 2002 Marion Fees that were not paid by the Debtors.

m. Compensation of \$3,634.00 in connection with services rendered to the Copperweld Debtors in relation to their Marion, Ohio facility between October 1, 2002 and October 31, 2002. Thorp Reed has identified each of its professionals and paraprofessionals who provided services to the Debtors during this period and their respective hourly rates on the professional summary attached hereto as part of Exhibit M of the Application. A summary by month of the total hours incurred and fees charged for each billing category, along with the related time detail, is attached hereto as Exhibit E; and

n. allowing Thorp Reed to be reimbursed for actual and necessary expenses of \$59.07 incurred in connection with services rendered to the Copperweld Debtors in relation to their Marion, Ohio facility between October 1, 2002 and October 31, 2002. A summary and itemization of these expenses is attached hereto as part of Exhibit E.

o. allowing Thorp Reed to recover and directing the Copperweld Debtors to pay Thorp Reed \$726.80, which represents the 20% of the October 2002 Marion Fees that were not paid by the Debtors.

10. Except as described in paragraph 8 above and as set forth in the Application, Thorp Reed did not receive any payments or promises of payments during the Compensation Period from any source for services rendered or to be rendered to Copperweld Debtors in connection with these chapter 11 cases.

WHEREFORE, Thorp Reed respectfully requests that the Court grant the relief requested in this Amendment and enter an order substantially in the form of Exhibit F attached hereto granting the relief requested in the Application and this Amendment.

Dated: March 9, 2004

/s/ Patrick W. Carothers
Scott E. Henderson (PA I.D. No. 15831)
Kimberly Luff Wakim (PA I.D. No. 55542)
Patrick W. Carothers (PA85721)*
THORP REED & ARMSTRONG, LLP
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, Pennsylvania 15219-1425

SPECIAL COUNSEL FOR DEBTORS
AND DEBTORS IN POSSESSION
* admitted to practice in the United States
District Court for the Northern District of Ohio