

Hearing Date and Time: September 11, 2007 at 11:00 a.m.
Objection Deadline: September 4, 2007 by 4:00 p.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

NORTHWEST AIRLINES CORPORATION, et al.,

Debtors.

Chapter 11

Case No. 05-17930 (ALG)

Jointly Administered

FIFTH INTERIM AND FINAL APPLICATION COVER SHEET

Name of Applicant:

Ogletree, Deakins, Nash,
Smoak & Stewart, P.C.

Date of Retention:

Retention Order entered on Oct. 19, 2005

Period for which compensation
and reimbursement are sought:

9-14-05 through 5-31-07

Amount of Compensation sought as
actual, reasonable, and necessary:

\$403,522.50

Amount of Expense Reimbursement sought
as actual, reasonable, and necessary:

\$26,215.42

This is a: ___ Interim X Final Application

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:	}	Chapter 11
NORTHWEST AIRLINES CORPORATION, et al.,	}	Case No. 05-17930 (ALG)
Debtors.	}	Jointly Administered

**FIFTH INTERIM AND FINAL APPLICATION OF OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C. FOR ALLOWANCE OF COMPENSATION FOR
PROFESSIONAL SERVICES RENDERED AND FOR REIMBURSEMENT OF
ACTUAL AND NECESSARY EXPENSES INCURRED FROM
SEPTEMBER 14, 2005 THROUGH MAY 31, 2007**

Ogletree, Deakins, Nash, Smoak & Stewart, P.C. (“Ogletree Deakins” or the “Firm”), counsel for Northwest Airlines, Inc. as debtor (“NWA” or the “debtor”), for its fifth interim and final application (the “Application”), pursuant to sections 330(a) and 331 of title 11, United States Code (the “Bankruptcy Code”) and Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for the allowance of compensation for professional services performed by Ogletree Deakins for the period commencing September 14, 2005 through and including May 31, 2007 (the “Compensation Period”), and for reimbursement of its actual and necessary expenses incurred during the Compensation Period, respectfully represents:

**SUMMARY OF PROFESSIONAL COMPENSATION
AND REIMBURSEMENT OF EXPENSES REQUESTED**

1. This Application has been prepared in accordance with the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York

Bankruptcy Cases adopted by the Court on April 19, 1995 (the "Local Guidelines"), the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 adopted on January 30, 1996 (the "UST Guidelines"), the Order Pursuant to Sections 105(a) and 331 of the Bankruptcy Code Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Committee Members (the "Administrative Order," collectively with the Local Guidelines and UST Guidelines, the "Guidelines"). Pursuant to the Local Guidelines, a certification regarding compliance with same is attached hereto as Exhibit "A." To the extent necessary, Ogletree Deakins requests a waiver for cause shown of any Guideline requirement not met by this Application.

2. Ogletree Deakins seeks final allowance of compensation for professional services rendered to the Debtor during the Compensation Period, in the aggregate amount of \$403,522.50, and for reimbursement of expenses incurred in connection with the rendition of such services in the aggregate amount of \$26,215.42. During the Compensation Period, Ogletree Deakins' attorneys and paraprofessionals expended a total of 1,255 hours for which compensation is requested.

3. Each month during the Compensation Period, Ogletree Deakins provided the Debtor, with monthly fee statements for professional services rendered and expenses incurred on behalf of the Debtor, along with a detailed report of time entries and expenses. Pursuant to such statements, the Debtor has paid Ogletree Deakins a substantial portion of its fees for professional services rendered and a substantial portion of its expenses incurred during the Compensation Period. By this Application, Ogletree Deakins requests approval of all fees and expenses incurred, approval of all payments made to Ogletree Deakins to date, and payment of the outstanding fees and expenses incurred during the Compensation Period.

4. During the Compensation Period, Ogletree Deakins received no payment (other than monthly payments made pursuant to paragraph three above); nor has it received any promises of payment from any source for services rendered or to be rendered in any capacity in

connection with the matters covered by this Application. There is no agreement or understanding between Ogletree Deakins and any other person, other than members of the Firm, for the sharing of compensation to be received for services rendered in these matters.

5. The fees charged by Ogletree Deakins in these matters are billed in accordance with its existing billing rates and procedures in effect during the Compensation Period. Ogletree Deakins charges for the services rendered by its professionals and paraprofessionals in these chapter 11 cases are the same rates Ogletree Deakins customarily charges for professional and paraprofessional services rendered in comparable non-bankruptcy related matters. Such fees are reasonable based on the customary compensation charged by comparably skilled practitioners in comparable non-bankruptcy cases in a competitive national legal market.

6. Pursuant to the UST Guidelines, annexed hereto as Exhibit "B" is a schedule setting forth all Ogletree Deakins professionals and paraprofessionals who have performed services in these chapter 11 cases during the Compensation Period, the capacity in which each such individual is employed by Ogletree Deakins, the hourly billing rate charged by Ogletree Deakins for services performed by such individual, the aggregate number of hours expended in this matter and fees billed therefor, and the year in which each professional was first licensed to practice law.

7. Annexed hereto as Exhibit "C" is a schedule specifying the categories of expenses for which Ogletree Deakins is seeking reimbursement, and the total amount for each such expense category.

8. Annexed hereto as Exhibit "D" is a summary of Ogletree Deakins' monthly fees and expenses during the Compensation Period.

9. Ogletree Deakins maintains computerized records in the form of monthly statements of the time spent by all Ogletree Deakins' attorneys and paraprofessionals in connection with the handling of the Debtor's Chapter 11 matters. Concurrently herewith, the Firm is providing a copy of the monthly statements for the period of the fifth interim period

(February 1, 2007 to May 31, 2007) to the Court, the Debtor, the United States Trustee, counsel for the Creditors Committee, and counsel for the statutory committee of retired employees (the "Retiree Committee").

10. To the extent that time or disbursement charges for services rendered or disbursements incurred relate to the Compensation Period, but were not processed before the preparation of this Application, Ogletree Deakins reserves the right to request additional compensation for such services, and reimbursement of such expenses in a future application.

BACKGROUND

11. On September 14, 2005 (the "Petition Date"), the Debtor filed with this Court a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). During the Compensation Period, the Debtor continued to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

12. On September 30, 2005, pursuant to section 1102 of the Bankruptcy Code, the United States Trustee appointed the Creditors Committee. On November 17, 2005, the United States Trustee appointed the Retiree Committee. No trustee or examiner has been appointed.

13. Pursuant to the Order of the Court, entered on October 19, 2005, the Debtor was authorized to retain Ogletree Deakins as Ordinary Course Professionals during its chapter 11 cases.

14. On May 25, 2007, the Court entered an order confirming the Debtor's Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code. The effective date of the plan was May 31, 2007. Ogletree Deakins respectfully submits this final fee application in accordance with the plan and the confirmation order.

SUMMARY OF SERVICES

15. The following is a summary of the significant professional services rendered by Ogletree Deakins during the Compensation Period.

1. **Employment Law Advice Matters**

The matters included reviewing and revising communications and blogging policies, outsourcing agreements, internet application policies, a web based training program, web security proposal, employee handbook, investigation guidelines, uniform policies in multiple jurisdictions, and a records retention policy. The matters also included a legal opinion on accessibility to websites under the Americans with Disabilities Act, and advice on indemnification issues, electronic I-9s, HIPPA matters, a sick leave ordinance, and a contract with a vendor.

2. **Employment Litigation Matters**

a. **Orville Meaux v. Northwest Airlines, Inc and Meaux v. Northwest Airlines, Inc., Eric Edmondson and Professional Flight Attendants Association ("PFAA")**

Orville Meaux, a flight attendant, filed a complaint against NWA on June 8, 2004 in San Francisco Superior Court alleging causes of action for breach of implied-in-fact contract, breach of implied covenant of good faith and fair dealing, violation of Title VII and violation of the California Fair Employment and Housing Act. NWA removed the case to federal court. While NWA's motion for summary judgment was pending, NWA filed a Notice of Bankruptcy. Ogletree Deakins handled minor administrative matters in connection with the stay.

Meaux filed a second case in the Northern District of California against NWA, Eric Edmondson, his manager, and his union alleging violations of the Railway Labor Act and common law claims for wrongful discharge in violation of public policy and breach of implied covenant of good faith and fair dealing. NWA was not served. Ogletree Deakins on behalf of Edmondson filed a motion to dismiss on the grounds that the case circumvented the bankruptcy stay, that the case violated the rule against claim splitting and that none of the claims could be stated against Edmondson as a matter of law. On July 6, 2006, Edmondson's motion was granted. Ogletree Deakins on behalf of Edmondson successfully opposed plaintiff's motion for clarification and motion for reconsideration. Ogletree Deakins also handled minor administrative issues on behalf of NWA relating to plaintiff's appeal of the order dismissing the union from the case.

b. Alicia Billups v. Northwest Airlines

On April 25, 2005, Alicia Billups filed a complaint in Los Angeles Superior Court alleging disability discrimination, failure to provide a reasonable accommodation, wrongful termination, and retaliation. Ogletree Deakins removed the case to federal court. A scheduling conference was set to take place on October 19, 2005. On September 20, 2005, Ogletree Deakins on behalf of NWA filed a Notice of Bankruptcy and thereafter handled minor administrative issues with the court relating to the stay.

c. Jesse Velez v. Northwest Airlines

On August 2, 2006, Jesse Velez filed a lawsuit against NWA in Alameda County Superior Court of California alleging a violation of the California Fair Employment and Housing Act and a violation of Title VII. He claimed discrimination based on his race, harassment and retaliation. Ogletree Deakins on behalf of NWA filed a Notice of Bankruptcy and thereafter handled minor administrative issues with the court relating to the stay.

d. Northwest Airlines v. Aviation Communications, Inc.

In December 2005, Ogletree Deakins filed on behalf of NWA a complaint in the Los Angeles Superior Court against John Doe alleging interference with contractual relations and defamation in connection with the posting of a press release about NWA. NWA served a subpoena on corporate entities in various jurisdictions (California, Nevada, North Carolina and Pennsylvania) to obtain the identity of "John Doe." After court proceedings in Pennsylvania, the identity was uncovered.

e. Oscar Salazar v. Hartford Life and Accident Insurance Co.; North West Airlines, Inc.

On January 3, 2006, Oscar Salazar filed a lawsuit in the United States District Court for the Central District, alleging a violation of the Employment Retirement Income Security Act. He claimed that he was wrongly denied long term disability benefits. Ogletree Deakins consulted with NWA about the legal issues in the case including an indemnification provision.

f. Swanigan, et al. v. Northwest Airlines, Inc.

On November 17, 2004, six employees sued NWA under the title VII and Section 1981 in the Western District of Tennessee seeking class certification and alleging race discrimination and retaliation. Ogletree Deakins advised and prepared an opinion letter to NWA about the case.

g. Tim Walsh v. Northwest Airlines, Inc.

On July 10, 2006, Tim Walsh filed a complaint in the Superior Court for the State of New Jersey, alleging that NWA terminated his employment in violation of public policy. On October 3, 2006, NWA removed the case to federal court on the basis of diversity jurisdiction. Following the removal to federal court, counsel for NWA conducted a fact investigation that involved several witness interviews. Counsel also prepared the initial disclosures pursuant to FRCP 26. In addition, counsel prepared and served interrogatories and requests for production, and it researched and prepared a motion to dismiss the action on the basis of Section 301 preemption. In January 2007 the parties agreed to resolve the matter in arbitration, and the parties dismissed the action from the United States District Court.

3. Equal Employment Opportunity (“EEOC”) Charges

- a.** Fides Delgado filed a charge with the EEOC against NWA alleging that on September 28, 2006 she was removed from her position because of her race, national origin and age. On or about January 10, 2007, Ogletree Deakins prepared a response to the discrimination charge to the EEOC.
- b.** Caminia Presto filed a charge with the EEOC against NWA alleging that on September 28, 2006, she was removed from her position because of her race, national origin and age. On or about January 10, 2007, Ogletree Deakins prepared a response to the discrimination charge to the EEOC.
- c.** Lisa Washington, a flight attendant, filed a charge with the EEOC, claiming that she was suspended because of her race. On or about February 15, 2007, Ogletree Deakins prepared a response to her charge.
- d.** Nora Chang, a flight attendant, asserted that she was discriminated against because of her race and national origin, and retaliated against, when she was disciplined for work performance. On or about May 17, 2007, Ogletree Deakins prepared a response to her charge.
- e.** Dennis Wilson, an Equipment Service Employee, alleged that NWA terminated his employment because of his race. On or about July 23, 2007, Ogletree Deakins prepared a response to the charge.
- f.** Linette Stewart, a flight attendant, alleged that NWA removed her from a flight because of her race and in retaliation for her name having been mentioned during a class action discrimination lawsuit. In November 2005, Ogletree Deakins prepared a response to the charge.

4. NWA Sick Leave ERISA Plan/State FMLA Statutes

Ogletree Deakins provided advice to NWA on several issues relating to NWA's Sick Leave and Occupational Injury Plan, an ERISA welfare benefit plan, and a number of state Family Medical Leave laws. Also, in connection with the foregoing, Ogletree Deakins prepared comments to the DOL and drafted pleadings and responses to claims filed before the Minnesota Department of Labor and Industry and the Wisconsin Workforce Development.

16. Because of the benefits realized by the Debtor, the nature of these matters, the standing at the bar of the attorneys who rendered the services, the amount of work done, the time consumed, and the skill required, the Firm requests that it be allowed at this time compensation for professional services rendered during the period from September 14, 2005 through May 31, 2007.

17. The foregoing professional services performed by Ogletree Deakins were necessary and appropriate to the administration of these cases. The professional services performed by Ogletree Deakins were in the best interests of the Debtor and the other parties in interest. Compensation for, the foregoing services, as requested, is commensurate with the complexity, importance and nature of the problems, issues or tasks involved. The professional services were performed in an expeditious and efficient manner.

18. Ogletree Deakins provided labor and employment legal services. Ogletree Deakins is one of the largest national labor and employment law practices, with over 350 labor and employment law attorneys who have represented numerous air carriers on a broad range of labor and employment matters over the years. The firm's lead attorney with respect to the Debtor has over twenty years of experience in labor and employment matters.

19. The professional services performed by Ogletree Deakins on behalf of the Debtor during the Compensation Period required an aggregate expenditure of 1,255 recorded hours by Ogletree Deakins' shareholders, counsel, associates and paraprofessionals. Of the aggregate time expended, 663.50 recorded hours were expended by shareholders; 220.10 recorded hours were expended by of counsel; 334.20 recorded hours were expended by

associates; and 37.20 recorded hours were expended by paraprofessionals and others of Ogletree Deakins.

20. During the Compensation Period, Ogletree Deakins' hourly billing rates for attorneys serving the Debtor ranged from \$190 to \$350 per hour. As noted, attached hereto as Exhibit B is a schedule listing each Ogletree Deakins professional and paraprofessional who performed services in these cases during the Compensation Period, the hourly rate charged by Ogletree Deakins for services performed by each such individual, and the aggregate number of hours and charges by each such individual.

ACTUAL AND NECESSARY DISBURSEMENTS OF OGLETREE DEAKINS

21. As set forth in Exhibit "C" hereto, Ogletree Deakins has disbursed \$26,215.42, as expenses incurred in providing professional services during the Compensation Period. With respect to photocopying expenses, Ogletree Deakins customarily charges its clients \$.10 per page. With respect to facsimile expenses, in compliance with the Guidelines, Ogletree Deakins does not charge more than \$1.25 per page. Each of these categories of expenses does not exceed the maximum rate set by the Guidelines. These charges are intended to cover Ogletree Deakins' direct operating costs, which costs are not incorporated into the Ogletree Deakins hourly billing rates. Only clients who actually use services of the types set forth in Exhibit "C" are charged for such services. The effect of including such expenses as part of the hourly billing rates would impose that cost upon clients who do not require extensive photocopying and other facilities and services.

22. Ogletree Deakins did not bill non-working travel time.

23. Incorporated in the Firm's monthly fee statements is a detailed expense summary that identifies the nature of the expense, the date the expense was incurred, the individual who incurred the expense (in some cases), and the date of the expense.

THE REQUESTED COMPENSATION SHOULD BE ALLOWED

24. Section 331 of the Bankruptcy Code provides for interim compensation of professionals and incorporates the substantive standards of section 330 to govern the Court's award of such compensation. 11 U.S.C. § 331. Section 330 of the Bankruptcy Code provides that a court may award a professional employed under section 327 of the Bankruptcy Code "reasonable compensation for actual necessary services rendered . . . and reimbursement for actual, necessary expenses." 11 U.S.C. § 330(a)(1). Section 330 of the Bankruptcy Code also sets forth the criteria for the award of such compensation and reimbursement:

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

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

11 U.S.C. § 330(a)(3).

25. In the instant case, Ogletree Deakins respectfully submits that the services for which it seeks compensation in this Application were necessary for, and beneficial to the Debtor's efforts to reorganize their estates. Ogletree Deakins worked assiduously to anticipate or respond to the Debtor's needs. Such services were necessary to the Debtor's estates and creditors. Accordingly, Ogletree Deakins further submits that the compensation requested herein

is reasonable in light of the nature, extent, and value of such services to the Debtor, its estates and all parties in interest.

26. Whenever possible, Ogletree Deakins sought to minimize the costs of Ogletree Deakins' services to the Debtor by utilizing talented junior attorneys and paraprofessionals to handle the more routine aspects of the assignments. A small group of the same Ogletree Deakins attorneys was utilized for the vast majority of the work in these cases, to minimize the costs of intra-Ogletree Deakins communication and education about the Debtor's circumstances.

27. In sum, the services rendered by Ogletree Deakins were necessary and beneficial to the Debtor's estates, and were consistently performed in a timely manner, commensurate with the complexity, importance, and nature of the issues involved; and approval of the compensation sought herein is therefore warranted.

MEMORANDUM OF LAW

28. The Firm submits that the relevant legal authorities are set forth herein, and that the requirement pursuant to Local Bankruptcy Rule 9013-1 — that the Firm file a memorandum of law in support of this Application — is satisfied.

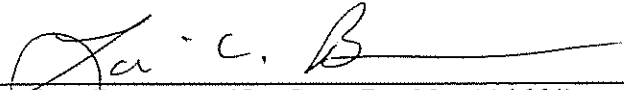
CONCLUSION

WHEREFORE, Ogletree Deakins respectfully requests (i) final allowance of compensation for professional services rendered during the Compensation Period in the amount of **\$403,522.50**, and reimbursement for actual and necessary expenses Ogletree Deakins incurred during the Compensation Period in the amount of **\$26,215.42**; (ii) payment of all outstanding fees and expenses incurred during the Compensation Period; (iii) that the allowance of compensation for professional services rendered and reimbursement of actual and necessary expenses incurred during the Compensation Period be without prejudice to Ogletree Deakins'

right to seek such further compensation for the full value of services performed and expenses incurred; and (iv) that the Court grant Ogletree Deakins such other and further relief as is just.

DATED: Los Angeles, California
July 27, 2007

Respectfully submitted,

By 

Lori A. Bowman, (CA State Bar No. 114664)
OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.
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Facsimile: (213) 239-9045

Attorneys for Northwest Airlines, Inc., Debtor

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: NORTHWEST AIRLINES CORPORATION, et al., Debtors.	}	Chapter 11 Case No. 05-17930 (ALG) Jointly Administered
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**CERTIFICATION UNDER GUIDELINES FOR FEES AND
DISBURSEMENTS FOR PROFESSIONALS WITH RESPECT TO FIFTH INTERIM
AND FINAL APPLICATION OF OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C. FOR COMPENSATION AND REIMBURSEMENT OF EXPENSES**

I, Lori A. Bowman , hereby certify that:

1. I am a shareholder with the applicant firm, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., (“Ogletree Deakins”), with responsibility for the Firm’s representation of Northwest Airlines, Inc., as debtor (“NWA” or the “debtor”), with respect to compliance with the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases adopted by the Court on April 19, 1995 (the “Local Guidelines”), the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330, adopted on January 30, 1996 (the “UST Guidelines”), and the Order Pursuant to Sections 105(a) and 331 of the Bankruptcy Code Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Committee Members (the “Administrative Order,” collectively with the Local Guidelines and UST Guidelines, the “Guidelines”).

2. This certification is made with respect to Ogletree Deakins' application, dated July 23, 2007 (the "Application"), for final allowance of compensation and reimbursement of expenses for the period commencing September 14, 2005 through and including May 31, 2007 (the "Compensation Period") in accordance with the Guidelines.

3. With respect to section B.1 of the Local Guidelines, I certify that:

- I have read the Application;
- to the best of my knowledge, information, and belief formed after reasonable inquiry, the fees and disbursements sought fall within the Local Guidelines and the UST Guidelines;
- the fees and disbursements sought are billed at rates in accordance with practices customarily employed by Ogletree Deakins and generally accepted by Ogletree Deakins' clients; and
- to the best of my knowledge, information, and belief formed after reasonable inquiry, in providing a reimbursable service, Ogletree Deakins does not make a profit on that service, whether the service is performed by Ogletree Deakins in-house or through a third party.

4. With respect to section B.2 of the Local Guidelines, and as required by the Administrative Order, I certify that Ogletree Deakins has complied with the provisions requiring it to provide the Debtor, counsel for the statutory committee of unsecured creditors appointed in these cases (the "Creditors Committee"), counsel for the statutory committee of retired employees (the "Retiree Committee"), and the United States Trustee for the Southern District of New York (the "United States Trustee") with, on a monthly basis, a statement of Ogletree Deakins' fees and disbursements accrued during the previous month.

5. With respect to section B.3 of the Local Guidelines, I certify that the Court, the Debtor, counsel for the Creditors Committee, counsel for the Retiree

Committee, and the United States Trustee are each being provided with a copy of the Application and the Firm's monthly statements covering services rendered, and expenses incurred, during the period from February 1, 2007 through May 31, 2007.

DATED: Los Angeles, California
July 27, 2007

By 
Lori A. Bowman, (CA State Bar No. 114664)

EXHIBIT B

SERVICES RENDERED BY OGLETREE, DEAKINS, NASH, SMOAK & STEWART P.C
COMMENCING SEPTEMBER 14, 2005 THROUGH MAY 31, 2007

<u>Name, Department</u>	<u>Year of Admission</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
SHAREHOLDERS				
J. Hamilton Stewart III, Labor & Employment	1969	\$ 350.00	12.3	\$ 4,305.00
William A. Gray ERISA	1976	\$ 350.00	1.4	\$ 490.00
Howard L. Magee Labor & Employment	1996	\$ 350.00	6	\$ 2,100.00
Dara L. DeHaven Labor & Employment	1980	\$ 350.00	13	\$ 4,550.00
Keith D. Frazier Labor & Employment	1985	\$ 350.00	0.8	\$ 280.00
Christina Broxterman ERISA	1997	\$ 350.00	38	\$ 13,300.00
Lori A Bowman Labor & Employment	1984	\$ 349.36	454.4	\$ 159,040.00
Patrick M. Stanton Labor & Employment	1972	\$ 350.00	17.4	\$ 6,090.00
Carmen J. DiMaria Labor & Employment	1993	\$ 350.00	35.7	\$ 12,495.00
David Allen Copus Labor & Employment	1966	\$ 350.00	6.7	\$ 2,345.00
Leigh M. Nason Labor & Employment	1988	\$ 350.00	15.7	\$ 5,495.00
Angel Castillo Labor & Employment	1979	\$ 350.00	9.3	\$ 3,255.00
Michael R. Buchanan Labor & Employment	1981	\$ 350.00	7.7	\$ 2,695.00
Timothy J. Stanton Labor & Employment	1994	\$ 350.00	41.3	\$ 14,455.00
Sharon M. Jutifa Labor & Employment	1998	\$ 350.00	3.4	\$ 1,190.00
Alfred Robinson Labor & Employment	1981	\$ 350.00	0.4	\$ 140.00
	TOTAL SHAREHOLDERS		663.5	\$ 232,225.00
OF COUNSEL				
Margaret H. Gillespie Labor & Employment	1990	\$ 350.00	150.8	\$ 52,780.00
Gloria C. Jan Labor Employment	1992	\$ 354.78	25.1	\$ 8,905.00
Karen N. Brandon Labor & Employment	1999	\$ 350.00	28.9	\$ 10,115.00
Melissa G. Turai Labor & Employment	1999	\$ 281.93	10.9	\$ 3,073.00

Laura R. Garger Labor & Employment	1988	\$ 255.00	4.4	\$ 1,122.00
		TOTAL COUNSEL	220.1	\$ 75,995.00
ASSOCIATE				
Dionne A. Parker, Labor & Employment	2002	\$ 240.00	5.6	\$ 1,344.00
Dominick C. Capozzola Labor & Employment	2001	\$ 282.90	83.5	\$ 23,622.00
Ruth A. Michels ERISA	2000	\$ 315.00	1.8	\$ 567.00
Rafael E. Morell Labor & Employment	1999	\$ 280.00	18	\$ 5,040.00
Katie A. Duggin Labor & Employment	2005	\$ 190.00	11.4	\$ 2,166.00
Dane Mize Labor & Employment	2001	\$ 280.00	45.4	\$ 12,712.00
Kathryn S. Caudle Labor & Employment	2000	\$ 250.00	7.9	\$ 1,975.00
Brandyn E. Stedfield Labor & Employment	2002	\$ 219.85	17.7	\$ 4,690.50
Jeffrey D. Gordon Labor & Employment	2004	\$ 210.43	9.2	\$ 1,936.00
Gregory C. Cheng Labor & Employment	2003	\$ 271.81	45.1	\$ 12,258.50
Maxwell Norman Labor & Employment	2005	\$ 240.94	11.2	\$ 2,698.50
Dorothy D. Parson Labor & Employment	2003	\$ 195.00	9.2	\$ 1,794.00
Beth Gunn Labor & Employment	2000	\$ 245.45	31.2	\$ 7,658.00
Marrion Chang Labor & Employment	2000	\$ 224.36	15.6	\$ 3,500.00
Patricia Almon Mor Labor & Employment	1995	\$ 350.00	21.4	\$ 7,490.00
		TOTAL ASSOCIATES	334.2	\$ 89,451.50
PARA PROFESSIONALS AND OTHER TIMEKEEPERS				
Tony M. Morris Labor & Employment	NA	\$ 136.58	24.3	\$ 3,319.00
Anne Stillman Labor & Employment	NA	\$ 210.00	10.7	\$ 2,247.00
A. Jennifer Howell	NA	\$ 125.00	1.5	\$ 187.50
Amanda B. Turner	NA	\$ 125.00	0.2	\$ 25.00
Marcia L. Burris	NA	\$ 145.00	0.5	\$ 72.50
		TOTAL PARAPROFESSIONALS	37.2	\$ 5,851.00
		GRAND TOTAL	1255	\$ 403,522.50

EXHIBIT C

ACTUAL AND NECESSARY DISBURSEMENTS INCURRED BY OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C. COMMENCING SEPTEMBER 14, 2005 THROUGH MAY 31, 2007

Description	Total Requested Expenses/Billed Amount
Professional Fees	\$12,031.90
Computer Research-Westlaw	\$10,691.34
Service/Filing Fee	\$1,629.82
Travel	\$516.37
Copies	\$546.60
Federal Express Electronic Billing	\$414.18
Messenger	\$247.40
Vendor Copies	\$51.50
Postage	\$32.26
Facsimiles (outgoing)	\$38.90
Long Distance Calls (outgoing)	\$15.15
TOTAL	\$26,215.42

EXHIBIT D

INTERIM APPLICATION FOR FEES AND EXPENSES
 COMMENCING SEPTEMBER 14, 2005 THROUGH MAY 31, 2007

FEE APP	DATE FEE STATEMENT SUBMITTED	PERIOD COVERING	REQUESTED FEES	REQUESTED EXPENSES	DATE APPROVED BY COURT	DOCKET NUMBER OF COURT ORDER
Fifth Interim	This Application	February 1, 2007 - May 31, 2007	\$ 158,790.50	\$ 1,973.89		
		Total	\$ 158,790.50	\$ 1,973.89		

EXHIBIT E

MONTHLY FEES AND EXPENSES COMMENCING
SEPTEMBER 14, 2005 THROUGH MAY 31, 2007

DATE FEE STATEMENT SUBMITTED	PERIOD COVERED	REQUESTED FEES	REQUESTED EXPENSES	TOTAL
October 14, 2005	September-05	\$ 700.00	\$ 48.82	\$ 748.82
November 10, 2005	October-05	\$ 3,138.00	\$ 34.98	\$ 3,172.98
December 9, 2005	November-05	\$ 1,078.00	\$ -	\$ 1,078.00
January 11, 2006	December-05	\$ 8,511.00	\$ 362.05	\$ 8,873.05
February 17, 2006	January-06	\$ 5,346.00	\$ 554.97	\$ 5,900.97
March 17, 2006	February-06	\$ 32,025.00	\$ 2,774.38	\$ 34,799.38
April 13, 2006	March-06	\$ 28,702.00	\$ 2,735.59	\$ 31,437.59
May 23, 2006	April-06	\$ 30,660.00	\$ 457.39	\$ 31,117.39
June 12, 2006	May-06	\$ 17,045.00	\$ 709.82	\$ 17,754.82
August 18, 2006	June-06	\$ 11,377.00	\$ 10,728.83	\$ 22,105.83
September 15, 2006	August-06	\$ 805.00	\$ 535.82	\$ 1,340.82
October 20, 2006	September-06	\$ 13,524.00	\$ 208.90	\$ 13,732.90
November 28, 2006	October-06	\$ 46,401.00	\$ 1,994.05	\$ 48,395.05
December 11, 2006	November-06	\$ 29,271.00	\$ 110.46	\$ 29,381.46
January 22, 2007	December-06	\$ 16,149.00	\$ 2,985.47	\$ 19,134.47
February 26, 2007	January-07	\$ 67,985.50	\$ 91.31	\$ 68,076.81
February 28, 2007	December-06 *	\$ 68,495.00	\$ 632.36	\$ 69,127.36
March 19, 2007	February-07	\$ 17,585.00	\$ 1,195.22	\$ 18,780.22
April 13, 2007	March-07	\$ 525.00	\$ 55.00	\$ 580.00
May 18, 2007	April-07	\$ 700.00	\$ -	\$ 700.00
June 20, 2007	May-07	\$ 3,500.00	\$ -	\$ 3,500.00
TOTAL:		\$ 403,522.50	\$ 26,215.42	\$ 429,737.92

* Certain January 2007 invoices covering December 2006 Fees
and Disbursements were reversed and processed February 28, 2007

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

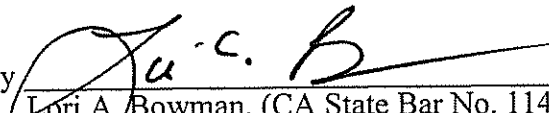
In re: NORTHWEST AIRLINES CORPORATION, et al., Debtors.	}	Chapter 11 Case No. 05-17930 (ALG) Jointly Administered
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**CERTIFICATE OF SERVICE REGARDING FIFTH INTERIM AND FINAL
APPLICATION OF OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. FOR
ALLOWANCE OF COMPENSATION FOR PROFESSIONAL SERVICES RENDERED
AND FOR REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES
INCURRED FROM
SEPTEMBER 14, 2005 THROUGH MAY 31, 2007**

PLEASE TAKE NOTICE that , on July 27, 2007, the law firm of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. caused to be served, via regular mail, the foregoing **Fifth Interim And Final Application Of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. For Allowance Of Compensation For Professional Services Rendered And For Reimbursement Of Actual And Necessary Expenses Incurred From September 14, 2005 Through May 31, 2007, together with the Firm's monthly statements for the fifth interim period from February 1, 2007 through May 31, 2007, on the persons and entities listed on the attached Service List.**

DATED: Los Angeles, California
July 27, 2007

Respectfully submitted,

By 
Lori A. Bowman, (CA State Bar No. 114664)
OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.
633 W. 5th Street, Suite 5300
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Attorneys for Northwest Airlines, Inc., Debtor

SERVICE LIST

Court

The Honorable Allan L. Gropper
United States Bankruptcy Court
for the Southern District of New York
One Bowling Green
Courtroom 617
New York, NY 10004-1408

Debtors

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Eagan, MN 55121-1534

Debtors' Counsel

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U.S. Trustee

Office of the United States Trustee
Attn: Brian Masumoto, Esq.
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Official Committee of Retired Employees

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