

Mark Bideau, Esq.
 GREENBERG TRAUERIG, P.A.
 777 South Flagler Drive, Suite 300 East
 West Palm Beach, Florida 33041
 Phone: (561) 650-7900
 Fax: (561) 655-6222

UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK

-----	X	
	:	
In re:	:	Chapter 11 Cases Nos.
	:	
AI REALTY MARKETING OF NEW YORK,	:	01-40252 (AJG) through
INC., LASER ACQUISITION CORP., DDG I,	:	01-40290 (AJG)
INC., SUNBEAM AMERICAS HOLDINGS,	:	
LTD., et al.	:	
	:	(Jointly Administered)
Debtors.	:	
	:	
-----	X	

**COVER SHEET PURSUANT TO UNITED STATES TRUSTEE
 GUIDELINES FOR REVIEWING APPLICATIONS FOR COMPENSATION
 AND REIMBURSEMENT OF EXPENSES FILED UNDER 11 U.S.C. § 330**

FIRST AND FINAL FEE APPLICATION

NAME OF APPLICANT:	Greenberg Traurig, P.A.
ROLE IN THE CASES:	Ordinary Course Professional
ALLOWANCE OF FEES AND EXPENSES SOUGHT BY APPLICATION:	Fees and Expenses Requested: \$159,398.27
PRIOR APPLICATION:	Not applicable
TOTAL FEES AND EXPENSES INCURRED BY APPLICANT AND INVOICED TO DEBTORS DURING THE DEBTORS' CHAPTER 11 CASES (February 6, 2001 through December 17, 2002):	Total Fees Requested: \$570,866.25 Total Expenses Requested: \$24,467.92

Mark Bideau, Esq.
GREENBERG TRAURIG, P.A.
777 South Flagler Drive, Suite 300 East
West Palm Beach, Florida 33041
Phone: (561) 650-7900
Fax: (561) 655-6222

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
:
In re: : Chapter 11 Case Nos.
:
AI REALTY MARKETING OF NEW YORK, : 01-40252 (AJG) through
INC., LASER ACQUISITION CORP., DDG I, : 01-40290 (AJG)
INC., SUNBEAM AMERICAS HOLDINGS, :
LTD., et al. :
:
Debtors. : (Jointly Administered)
:
:
----- X

**FIRST AND FINAL APPLICATION OF GREENBERG TRAURIG, P.A. FOR
ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES
THAT EXCEEDED MONTHLY CAP FOR ATTORNEYS EMPLOYED BY DEBTORS
IN THE ORDINARY COURSE OF BUSINESS DURING THE CHAPTER 11 CASES**

TO THE HONORABLE ARTHUR J. GONZALEZ,
UNITED STATES BANKRUPTCY JUDGE

Greenberg Traurig (“**Applicant**”), attorneys employed in the ordinary course of business by AI Realty Marketing of New York, Inc., Laser Acquisition Corporation, DDG I, Inc., Sunbeam Americas Holdings, Ltd. and substantially all of their direct and indirect domestic operating subsidiaries¹ (collectively, the “**Debtors**”), the debtors and debtors-in-possession in

¹ The Direct and indirect domestic operating subsidiaries that are debtors in these chapter 11 cases are: Beacon Exports, Inc., BRK Brands, Inc.; CC Outlet, Inc.; CMO, Inc.; Coleman Argentina, Inc.; Coleman International Holdings, LLC; Coleman Powermate, Inc.; Coleman Puerto Rico, Inc.; Coleman Venture Capital, Inc.; Coleman Worldwide Corp.; Family Gard, Inc.; First Alert, Inc.; General Archery Industries, Inc.; GHI I, Inc.; JGK, Inc.; Kaimona, Inc.; Kansas Acquisition Corp.; L.A. Services, Inc.; Nippon Coleman, Inc.; Packs & Travel Corporation; Pearson Holdings, Incorporated; PH III, Inc.; Sunbeam Health & Safety Company; Sunbeam Latin America, LLC; Sunbeam Products, Inc.; Sunbeam Services, Inc.; Survival Gear, Inc.; Thalia Products, Inc.; The Coleman Company, Inc.; THL-FA IP Corp.; Vero Dunes Venturer, Inc.; and Woodcraft Equipment Company.

these jointly administered Chapter 11 cases (the “**Cases**”), presents this application (the “**Final Application**”), for allowance of compensation and reimbursement of expenses incurred during the Debtors’ Chapter 11 cases that exceeded the \$20,000 monthly cap (the “**Fee Cap**”) for professionals employed by the Debtors in the ordinary course of business pursuant to this Court’s Order Pursuant to Sections 327 and 328 of the Bankruptcy Code Authorizing Employment of Professionals Utilized in the Ordinary Course of Business, dated February 6, 2001 (the “**Fee Order**”). Applicant submits the Final Application pursuant to sections 330(a) and 331 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and the Fee Order. In support of this Final Application, Applicant represents and shows as follows:

BACKGROUND

1. On February 6, 2001 (the “**Petition Date**”), the Debtors and Sunbeam Corporation, the parent corporation of the Debtors, commenced cases under Chapter 11 of the Bankruptcy Code. The Chapter 11 cases of the subsidiary Debtors are being administered separately from the Chapter 11 case of Sunbeam Corporation. The Debtors continue to operate their businesses and manage their properties and financial affairs as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On February 6, 2001, the Court entered the Fee Order. On March 1, 2001, this Court entered an Amended Order pursuant to sections 327 and 328 of the Bankruptcy Code authorizing the Debtors to employ Applicant as an ordinary course professional needed to handle certain commercial, corporate, employment, real estate and other pending litigation matters (the “**Ordinary Course Order**”).

3. The Ordinary Course Order provided that Debtors were “authorized and empowered to pay compensation and reimburse expenses to each Ordinary Course Professional retained pursuant to this Order in the customary manner in the full amount billed by each such professional ... up to \$20,000 per month per such professional.”

4. The Ordinary Course Order further provided that any payments made in excess of the Fee Cap shall be subject to prior approval of the Court. Applicant now seeks such approval of payment to Applicant for fees and expenses incurred during the Cases which exceeded the Fee Cap in the aggregate amount of \$159,398.27.

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

5. This Final Application has been prepared in accordance with the Fee Order, the Ordinary Course Order, 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. Section 330 adopted on January 30, 1996 (the “**UST Guidelines**”), the Ordinary Course Order and the Order Pursuant to Sections 105(a) and 331 of the Bankruptcy Code Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals (the “**Administrative Order**” and, collectively with the Local Guidelines, UST Guidelines and Ordinary Course Order, the “**Guidelines**”). Pursuant to the Local Guidelines, a certification regarding compliance with the same is attached hereto as Exhibit A.

6. During the Cases, Applicant provided professional legal services to the Debtors in the ordinary course of the Debtors’ businesses, in the amount of \$570,866.25 and incurred reimbursable of out-of-pocket expenses on the Debtors’ behalf in the amount of \$24,467.92.

Applicant's attorneys and paraprofessionals expended a total of 2,302.80 hours for which compensation is sought.

7. Applicant provided the Debtors with detailed monthly invoices for compensation and reimbursement of expenses, for payment up to the Fee Cap in accordance with the Fee Order and Ordinary Course Order.

8. Following is a summary of the monthly fees and expenses sought by Applicant during the Cases, the total monthly amount billed and the total amount for each month exceeding the \$20,000 Fee Cap, for which Applicant now seeks allowance, award, and payment on a final basis:

MONTH	FEES BILLED	EXPENSES BILLED	TOTAL BILLED	AMOUNT OF CAP	AMOUNT EXCEEDING CAP
February-01	8,052.00	2,160.30	10,212.30	25,000.00	0.00
March-01	4,940.00	237.70	5,177.70	25,000.00	0.00
April-01	17,139.50	701.11	17,840.61	25,000.00	0.00
May-01	32,070.50	1,150.59	33,221.09	25,000.00	8,221.09
June-01	28,146.00	1,202.36	29,348.36	25,000.00	4,348.36
July-01	12,938.50	16.84	12,955.34	25,000.00	0.00
August-01	45,551.50	2,146.85	47,698.35	25,000.00	22,698.35
September-01	16,619.50	275.38	16,894.88	25,000.00	0.00
October-01	52,945.50	188.09	53,133.59	25,000.00	28,133.59
November-01	30,787.00	180.45	30,967.45	25,000.00	5,967.45
December-01	11,939.50	428.48	12,367.98	25,000.00	0.00
January -02	96,046.75	1,143.86	97,190.61	25,000.00	72,190.61
February-02	19,659.50	1,684.46	21,343.96	25,000.00	0.00
March-02	24,028.00	516.79	24,544.79	25,000.00	0.00
April-02	15,107.75	574.84	15,682.59	25,000.00	0.00
May-02	11,869.00	270.05	12,139.05	25,000.00	0.00
June-02	29,661.00	1,368.88	31,029.88	25,000.00	6,029.88

MONTH	FEES BILLED	EXPENSES BILLED	TOTAL BILLED	AMOUNT OF CAP	AMOUNT EXCEEDING CAP
JuI-02	32,738.50	4,070.44	36,808.94	25,000.00	11,808.94
Aug-02	19,483.50	1,473.32	20,956.82	25,000.00	0.00
Sep-02	18,676.50	1,518.64	20,195.14	25,000.00	0.00
Oct-02	14,043.75	2,012.89	16,056.64	25,000.00	0.00
Nov-02	9,071.50	607.99	9,679.49	25,000.00	0.00
Dec-02	19,351.00	537.61	19,888.61	25,000.00	0.00
TOTALS:	\$570,866.25	\$24,467.92	\$595,334.17		\$159,398.27

9. In accordance with the Ordinary Course Order, Applicant has submitted reasonably detailed monthly invoices to the Debtors for payment. To date, Applicant has received compensation and reimbursement of expenses incurred in the amount of \$315,183.15 on account of the matters described herein.

10. During the pendency of these Cases, Applicant has not received any payments from any source for services rendered or to be rendered in any capacity whatsoever in connection with the matters covered by this Final Application, save for the payment of compensation and reimbursement of expenses in the aggregate amount of \$315,183.15 as authorized by this Court's Ordinary Course Order.

11. Pursuant to this Final Application, Applicant seeks a total award of compensation and reimbursement of expenses in the amount of \$159,398.27, representing the total amount of fees and expenses during the Cases which exceeded the Fee Cap.

12. The fees charged by Applicant in the Cases were billed in accordance with its existing billing rates and procedures in effect during the Cases. The rates charged for the services rendered by its professionals and paraprofessionals in the Cases are the same rates Applicant charges for professional and paraprofessional services in comparable related matters.

Such fees are reasonable based upon the customary compensation charges by comparably skilled practitioners in comparable cases in a competitive national legal market.

13. Pursuant to UST Guidelines, attached hereto as Exhibit “B” is a schedule setting forth Applicant’s professionals and paraprofessionals who have performed services in the Cases, the capacities in which each individual is employed, the department in which each individual practices, the hourly billing rate charged by each individual, the aggregate number of hours expended and fees billed by each individual, and the year in which each individual was first licensed to practice law.

14. Attached hereto as Exhibit “C” is a summary of the expenses for which Applicant is seeking reimbursement and the total amount for each such expense category. A summary of the disbursements incurred is provided for each matter category described below.

15. Pursuant to Section II.D. of the UST Guidelines, the services performed by Applicant during the Cases have been categorized into thirty-five (35) separate projects which are described below. Each project summary refers to a specific subsection of Exhibit “D” which is attached to the Final Application and incorporated herein by reference. Exhibit D includes detailed time entries showing the services provided in the category, the attorney providing the service, the date the service was provided, the time incurred and the value of such time. Exhibit D also includes a summary of each expense incurred during the Cases. A summary breakdown of Applicant’s professionals and paraprofessionals who provided services in each category during the Cases, the hourly billing rate charged by each individual, the aggregate number of hours expended and fees billed by each individual is included in Exhibit D.

16. Some of the services performed by Applicant involved confidential matters not of public record. Pursuant to Paragraph C of the UST Guidelines, Applicant states that there is a

need to redact certain information from this Final Application because it is protected by the attorney-client privilege. Applicant requests that the Court accept the redacted version of the attached invoices.

17. To the extent that fees or disbursements were incurred during the Cases, but were not processed prior to the preparation of this Final Application, Applicant reserves the right to supplement this Final Application to request additional compensation for such services and reimbursement of such expenses in the future.

SUMMARY OF SERVICES

18. The following summaries describe certain of the Applicant's major accomplishments and completed or on-going tasks undertaken during the Cases. Certain relevant summaries reflect the major areas in which services, as of the date of this Final Application, have been provided during the Cases. By way of summary, the services rendered by Applicant in connection with each category, as more fully described in the exhibits hereto, include, but are not limited to, the following:

Exhibit D-1. Sunbeam v. Borne

19. Sunbeam Corporation v. Borne, Inc., et al. Case No. CL 99-10263-AB. This was an action initiated by the Debtors against a computer consultant who provided consulting services for the upgrade of Sunbeam's J.D. Edwards order processing system to ensure integration of that system with other automated systems within the Debtors' companies and to ensure Y2K compliance. Applicant's involvement began by extensive fact gathering in a number of locations around the country in order to determine the factual basis for the claim, as well as to defend against the counterclaim filed by Borne. The Debtors had withheld substantial monies which had been invoiced by Borne on the basis that the work performed was not in

compliance with the contract. The documents gathered in connection with this assignment were voluminous, as were the witness interviews. Ultimately, Applicant concluded that the Debtors had a legitimate basis for having withheld moneys from Borne and that the Debtors had suffered significant damages as a result of Born's actions. Most of the litigation took place prior to the Petition Date. However, Applicant incurred a small amount of time documenting the settlement and resolving all issues with the Court to dismiss the litigation during the Cases.

20. Applicant expended a total of 0.80 hours of professional services with a value of \$126.00 in connection with this matter during the Cases. Expenses in the amount of \$130.04 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$256.04 on account of the services provided and expenses incurred during the Cases. There is no outstanding balance due on account of this matter. See Exhibit D-1 for a detailed description of the services provided, expenses incurred and payments received.

Exhibit D-2. Sunbeam Bankruptcy Related Matters

21. During the Cases, Applicant assisted the Company in providing information concerning various legal matters on which Applicant was representing the Company. Applicant assisted in the preparation of portions of various of the Company's disclosure statements concerning legal matters handled by Applicant and with the evaluation of such matters. In addition, Applicant assisted the Company during these periods in analyzing and reviewing documents in connection with its filings with the Court, as well as preparing its fee applications.

22. Applicant expended a total of 226.40 hours of professional services with a value of \$30,462.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$1,225.87 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$5,804.17 on account of the services

provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this matter in the amount of \$25,883.70. See Exhibit D-2 for a detailed description of the services provided, expenses incurred and payments received.

Exhibit D-3 George Perry v. Sunbeam

23. George Perry v. Sunbeam Corporation, et al. Case No. 01-8337-CIV-RYSKAMP/VITUNAC. This matter involves a products liability action filed against the Debtors and one of their retail customers alleging a defective electric blanket. Applicant was involved along with the Moffett and Dillon firm in evaluating and reviewing the Complaint, preparing Motions for Removal, and ultimately the successful transfer of the case to another jurisdiction, which the Debtors believed to be more appropriate for the action.

24. Applicant expended at total of 26.10 hours of professional services with a value of \$6,236.50 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$643.19 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$6,879.69 on account of the services provided and expenses incurred in connection with this matter during the Cases. There is no outstanding balance due on account of this matter. See Exhibit D-3 for a detailed description of the services provided, expenses incurred and payments received.

Exhibit D-4 Bobby Cook v. Sunbeam

25. Bobby Cook v. Sunbeam Corporation Case No. 01-8336-CIV-JORDAN. This matter also relates to a products liability action involving allegations of personal injury and property damage caused by an allegedly defective electric blanket. Applicant was involved in

reviewing the Complaint, removing the action to United States District Court and filing appropriate Motions to Dismiss and/or Transfer the Action to another jurisdiction.

26. Applicant expended at total of 34.80 hours of professional services with a value of \$8,355.50 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$827.11 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$9,182.61 on account of the services provided and expenses incurred in connection with this matter during the Cases. There is no outstanding balance due on account of this matter. See Exhibit D-4 for a detailed description of the services provided, expenses incurred and payments received.

Exhibit D-5 Sarah J. Hansen v. Sunbeam

27. Hansen v. Sunbeam Corporation. Case No. 01-8335-CIV-DIMITROULEAS. This matter is another products liability action involving allegations of personal injury and property damage caused by an allegedly defective electric blanket. Applicant was again involved in reviewing the original Complaint, removing the action to United States District Court and filing appropriate Motions to Dismiss and/or Transfer the Action to another jurisdiction. In addition, Applicant expended time in connection with responding to Walmart's request for a status report on this matter.

28. Applicant expended at total of 60.0 hours of professional services with a value of \$12,471.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$693.11 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$12,976.11 on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this

matter in the amount of \$188.00. See Exhibit D-5 for a detailed description of the services provided, expenses incurred and payments received.

Exhibit D-6 Sunbeam v. Korn Ferry Corporation

29. Korn/Ferry International, Inc. was the executive search firm utilized by Sunbeam to find a Chief Executive Officer prior to the time that Al Dunlap was hired by the Company. Korn/Ferry was the company that recommended Mr. Dunlap to Sunbeam and allegedly verified his references and background. During the course of the securities litigation between Sunbeam and its shareholders, it came to light that Mr. Dunlap had been terminated by two prior employers who were not listed on his resume. Applicant was asked by the Company to investigate the potential liability of Korn/Ferry as a result of its failure to uncover the deception in Mr. Dunlap's resume and advise the Company as to its options. Applicant completed that investigation and provided the information to relevant Company officials.

30. Applicant expended at total of 4.30 hours of professional services with a value of \$871.50 in connection with this matter during the Cases. There were no expenses incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$871.50 on account of the services provided in connection with this matter during the Cases. There is no outstanding balance due on account of this matter. See Exhibit D-6 for a detailed description of the services provided and payments received.

Exhibit D-7 Sunbeam v. Chiaphua Industries

31. During the Cases, Applicant was asked to consult with the Company and review the Company's contract with Chiaphua to evaluate Chiaphua's alleged breach of contract. Applicant reviewed the contractual arrangement between the Company and Chiaphua, drafted a Complaint and consulted with the Company regarding its claim.

32. Applicant expended at total of 12.80 hours of professional services with a value of \$3,008.00 in connection with this matter during the Cases. There were no out-of-pocket expenses incurred on account of this matter. As ordinary course professionals, Applicant has received payments totaling \$2,326.50 on account of the services provided in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding balance of the fees incurred on account of this matter in the amount of \$681.50. See Exhibit D-7 for a detailed description of the services provided, payments received and balance due.

Exhibit D-8 Sunbeam v. Charles James

33. Mr. James was a former senior executive with Sunbeam's Outdoor Grill Division. He was terminated by the Company and has initiated a claim for ERISA benefits. Applicant has been assisting the Company in responding to Mr. James' claims and providing the information required under ERISA. In addition, Applicant evaluated whether Mr. James violated the terms of his Employment Agreement by providing confidential information to prospective purchasers of Sunbeam's Outdoor Grill Division.

34. Applicant expended at total of 31.20 hours of professional services with a value of \$8,258.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$31.22 were incurred in connection with these services. Applicant has not received any payments on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this matter in the amount of \$8,289.22. See Exhibit D-8 for a detailed description of the services provided, expenses incurred and balance due.

Exhibit D-9 Sunbeam Products – Objection to Subpoena

35. Sunbeam Products, Inc. received a subpoena requesting the production of confidential and proprietary information of the Company for use in a patent matter unrelated to the Company. Applicant consulted with the Company concerning an appropriate response to the Subpoena, prepared that response and negotiated a resolution of all issues relating to the production of the requested documents, which provided adequate protection for the Company's proprietary information.

36. Applicant expended at total of 4.90 hours of professional services with a value of \$1,813.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$38.60 were incurred in connection with these services. Applicant has not received any payments on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this matter in the amount of \$1,851.60. See Exhibit D-9 for a detailed description of the services provided, expenses incurred and balance due.

Exhibit D-10. General Subsidiary Representation

37. Applicant provided general corporate services to the Company during the Cases relating to employment issues, the discharge of employees and the proposed sale of several businesses. In addition, the Applicant provided assistance with respect to documentary stamp tax issues with the Florida Department of Revenue. Applicant drafted several Consulting Agreements for Coleman and represented the Company in connection with the claims filed in Hillsboro County by a dissident shareholder named Erickson. In addition, Applicant expended time in connection with various revisions made to the DNA Supply Agreement, including the negotiation of that agreement, the drafting of various amendments and revisions to the agreement and meeting with the Company to determine its needs.

38. Applicant expended at total of 163.8 hours of professional services with a value of \$42,678.50 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$1,167.95 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$6,702.67 on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this matter in the amount of \$37,148.78. See Exhibit D-10 for a detailed description of the services provided, expenses incurred, payments received and balance due.

Exhibit D-11 Office Leases

39. Sunbeam Corporation Office Leases. During the Cases, Applicant was asked to review various leases including those for property leased by the Company in Minneapolis and to analyze the termination provisions of such leases for the purpose of advising the Company as to its rights with respect to termination of the leases.

40. Applicant expended at total of 51.25 hours of professional services with a value of \$16,669.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$705.08 were incurred in connection with these services. As ordinary course professionals, Applicant has received payment in the amount of \$7,670.07 on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this matter in the amount of \$9,704.01. See Exhibit D-11 for a detailed description of the services provided, expenses incurred, payments received and balance due.

Exhibit D-12 Neosho Facility

41. The Applicant was asked to review and comment upon specified portions of agreements relating to the Neosha plant as might be impacted in the sale of one of the Company's businesses.

42. Applicant expended at total of 0.60 hours of professional services with a value of \$177.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$5.82 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$182.82 on account of the services provided and expenses incurred in connection with this matter during the Cases. There is no balance due on account of this matter. See Exhibit D-12 for a detailed description of the services provided, expenses incurred and payments received.

Exhibit D-13 Kearney, NE Lease

43. The Company evaluated and commented upon the status of the Company's Lease in Kearney, Nebraska, with particular attention to the termination provisions.

44. Applicant expended at total of 5.60 hours of professional services with a value of \$1,820.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$4.32 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$1,824.32 on account of the services provided and expenses incurred in connection with this matter during the Cases. There is no balance due on account of the fees and expenses incurred in connection with this matter. See Exhibit D-13 for a detailed description of the services provided, expenses incurred and payments received.

Exhibit D-14 Trade Regulation

45. During the Cases, Applicant consulted with Company counsel regarding a trade issue affecting the Company's importation of goods. Applicant conducted research and advised the Company with warranty issues and compliance with the Magnusson-Moss Act. In addition, Applicant expended time in connection with the analysis of issues relating to used/new products, and labeling of electric blankets with certain module defects.

46. Applicant expended at total of 6.70 hour of professional services with a value of \$2,602.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$143.56 were incurred in connection with these services. As ordinary course professionals, Applicant has not received payment on account of the services provided in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this matter in the amount of \$2,745.56. See Exhibit D-14 for a detailed description of the services provided and payments received.

Exhibit D-15 Flora Covas v. Sunbeam

47. Covas v. The Coleman Company. Case No. 00-8541-CIV-FERGUSON/SNOW. This is a products liability action involving wrongful death allegedly caused by a heater manufactured by The Coleman Company. Applicant provided various services to the Company in the defense of this products liability action until the automatic stay was imposed upon the filing of these cases. The Plaintiff in this action has filed a motion to re-open this administratively closed case, and Applicant has prepared a response on behalf of Coleman to same.

48. Applicant expended at total of 5.20 hours of professional services with a value of \$1,150.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$118.77 were incurred in connection with these services. As ordinary course

professionals, Applicant has received payments totaling \$513.60 on account of the services provided and expenses incurred in connection with this matter during the Cases. There is no outstanding balance due on account of this matter. See Exhibit D-15 for a detailed description of the services provided, expenses incurred and payments received.

Exhibit D-16 Corporate Office Lease Modification

49. During the Cases, Applicant negotiated and reviewed with the Company an amendment to its Corporate Headquarters Lease.

50. Applicant expended at total of 80.20 hours of professional services with a value of \$25,405.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$75.91 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$24,303.91 on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this matter in the amount of \$1,177.00. See Exhibit D-16 for a detailed description of the services provided, expenses incurred, payments received and balance due.

Exhibit D-17 Sale of Food Scale Product Line

51. During the Cases, Applicant negotiated and drafted all of the documents necessary to assist the Company in the sale of its Food Scale Product Line, and assisted the Company in documenting that transaction.

52. Applicant expended at total of 833.65 hours of professional services with a value of \$199,140.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$2,924.71 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$164,791.35 on account of the services

provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this matter in the amount of \$37,273.36. See Exhibit D-17 for a detailed description of the services provided, expenses incurred, payments received and balance due.

Exhibit D-18 David Timco v. Sunbeam

53. During the Cases, Applicant reviewed the Complaint filed by a former employee and prepared and filed the necessary Suggestion of Bankruptcy.

54. Applicant expended at total of 1.10 hours of professional services with a value of \$297.50 in connection with this matter during the Cases. There were no out-of-pocket expenses incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$297.50 on account of the services provided in connection with this matter during the Cases. There is no outstanding balance due on account of this matter. See Exhibit D-18 for a detailed description of the services provided and payment received.

Exhibit D-19 Weber-Stephen Lease

55. During the Cases, Applicant negotiated and drafted both the Asset Purchase Agreement and the revised Lease necessary to assist the Company in the disposition of these assets.

56. Applicant expended at total of 73.10 hours of professional services with a value of \$23,749.50 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$104.12 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$21,807.97 on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this

matter in the amount of \$2,045.65. See Exhibit D-19 for a detailed description of the services provided, expenses incurred, payments received and balance due.

Exhibit D-20 Priority 1 Restoration v. Fritz

57. The Company was joined as a third-party Defendant in this action. The underlying case was a suit between the Company's Landlord, Fritz Corporation, and the company it hired to restore Sunbeam's leasehold facility after a fire. Sunbeam was joined in this action on the basis that it was the Tenant during the time of the fire, and thus was responsible for the damage to the premises. Applicant defended the Company in the third-party claim and ultimately negotiated a favorable settlement for the Company. The matter was settled on terms very favorable to the Company.

58. Applicant expended at total of 36.70 hours of professional services with a value of \$8,612.50 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$183.16 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$2,168.21 on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this matter in the amount of \$6,627.45. See Exhibit D-20 for a detailed description of the services provided, expenses incurred, payments received and balance due.

Exhibit D-21 Agreement with IBM

59. Applicant reviewed the IBM Customer Service Agreement and assisted in the negotiation and drafting of various Lease Agreements and a Term Lease Amendment.

60. Applicant expended at total of 49.50 hours of professional services with a value of \$19,106.25 in connection with this matter during the Cases. Out-of-pocket expenses in the

amount of \$0.58 were incurred in connection with these services. Applicant has not received any payments on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the fees and expenses incurred on account of this matter in the amount of \$19,106.83. See Exhibit D-21 for a detailed description of the services provided, expenses incurred and balance due.

Exhibit D-22 Madison Avenue Sublease

61. The Applicant negotiated and revised the Company's Madison Avenue Sublease.

62. Applicant expended at total of 2.20 hours of professional services with a value of \$5,508.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$18.04 were incurred in connection with these services. Applicant has not received any payments on account of the services provided or expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the fees and expenses incurred on account of this matter in the amount of \$5,526.04. See Exhibit D-22 for a detailed description of the services provided, expenses incurred and balance due.

Exhibit D-23 Sunbeam v. Pentalpha Enterprises

63. This action was transferred from the United States District Court for the District of New Jersey and is pending against Sunbeam Products, Inc. ("Sunbeam"). This action originated when Sunbeam was sued for patent infringement in connection with certain of its household products. Sunbeam initiated a third-party claim against its manufacturer, Pentalpha Enterprises, alleging that Pentalpha was the entity that designed and manufactured the product, and further that Pentalpha had represented to Sunbeam that its design and manufacture did not infringe upon any intellectual property of any other entity. Sunbeam's claim approximates \$2.5 million. Pentalpha has also sued Sunbeam for fraud, alleging that Sunbeam in 1996 coerced the

company into rebating \$1,000,000 to the Company in order to obtain the Product Supply Agreement and represented that it would purchase certain quantities of product which it had no intention of purchasing. In addition, Pentalpha claims that it relied upon Sunbeam's financial statements in 1996 and 1997, which were subsequently restated. Pentalpha seeks unspecified, but significant damages in excess of \$10,000,000 from the Company. Applicant assisted the Company with the preparation and filing of motions for summary judgment, both as to the claims asserted by the Company against Pentalpha and its related third party defendants, as well as moving for summary judgment with respect to all claims asserted against Sunbeam Products, Inc. Applicant also attended hearings before Judge Ryskamp relating to this matter and assisted the Company in strategy decisions concerning the appropriate way to proceed.

64. Applicant expended at total of 42.20 hours of professional services with a value of \$13,156.50 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$2,941.32 were incurred in connection with these services. Applicant has not received any payments on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the fees and expenses incurred on account of this matter in the amount of \$16,061.52. See Exhibit D-23 for a detailed description of the services provided, expenses incurred and balance due.

Exhibit D-24 Coleman-Outdoor Recreation Specialty Products

65. These expenses were incurred post-closing of the referenced transaction.

66. Applicant did not incur any professional fees in connection with this matter during the Cases. However, out-of-pocket expenses in the amount of \$104.89 were incurred in connection with this matter. Applicant has not received any payment in connection with this matter during the Cases. Applicant requests approval and payment of the expenses incurred on

account of this matter in the amount of \$104.89. See Exhibit D-24 for a detailed description of the expenses incurred and balance due.

Exhibit D-25 Sunbeam v. Unicare

67. Sunbeam v. Unicare. Applicant was involved in representing the Debtors in connection with a dispute concerning employee benefit payments. After extensive negotiation between the Debtors and the insurer, Unicare, the matter was settled to the satisfaction of the Debtors.

68. Applicant expended at total of 14.70 hours of professional services with a value of \$4,581.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$133.39 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$4,714.39 on account of the services provided and expenses incurred in connection with this matter during the Cases. There is no outstanding balance due on account of this matter. See Exhibit D-25 for a detailed description of the services provided, expenses incurred and payments received.

Exhibit D-26 Sunbeam v. Biddeford Textile Corporation

69. Sunbeam Products v. Biddeford Textile Corporation. Arbitration Case No. 69-181-00266-00-01. This was an arbitration initiated with the American Arbitration Association in response to a dispute between the Debtors and the manufacturer of electric blanket shells. The manufacturer sued the Debtors in the United States District Court for the District of Maine, while the Debtors filed an arbitration with the American Arbitration Association as mandated under the agreements between the parties. Subsequently, Applicant was successful in having the action in Maine dismissed and the matter sent to arbitration. Applicant reviewed all the documents and interviewed witnesses in connection with the

preparation of the arbitration and were ultimately successful in negotiating and documenting a settlement favorable to the Debtors.

70. Applicant expended at total of 27.30 hours of professional services with a value of \$7,017.50 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$1,873.03 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$8,890.53 on account of the services provided and expenses incurred in connection with this matter during the Cases. There is no outstanding balance due on account of this matter. See Exhibit D-26 for a detailed description of the services provided, expenses incurred and payments received.

Exhibit D-27 Singletary v. Sunbeam

71. Gloria Singletary, an employee of the Company, asserted a claim against Sunbeam for ERISA benefits and wrongful termination. We analyzed the claim for the Company and provided the Company with our recommendations, but were not involved in the subsequent litigation.

72. Applicant expended at total of 9.70 hours of professional services with a value of \$3,102.50 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$57.00 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$3,044.67 on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding balance of the fees and expenses incurred on account of this matter in the amount of \$114.83. See Exhibit D-27 for a detailed description of the services provided, expenses incurred, payments received and balance due.

Exhibit D-28 Investigation of Velasco

73. Applicant, at the request of Company's counsel, conducted an internal investigation of a personnel matter involving the interviews of numerous employees and the review of documents. Applicant prepared a report of the findings of the investigation which was provided to the Company counsel.

74. Applicant expended at total of 13.90 hours of professional services with a value of \$3,266.50 in connection with this matter during the Cases. There were no out-of-pocket expenses incurred in connection with these services. Applicant has not received any payments on account of the services provided in connection with this matter during the Cases. Applicant requests approval and payment of the fees incurred on account of this matter in the amount of \$3,266.50. See Exhibit D-28 for a detailed description of the services provided and balance due.

Exhibit D-29 Sunbeam v. Psan Kuenn

75. Sunbeam initiated this action in the United States District Court for the Southern District of Florida against INA of Taiwan in order to establish Sunbeam's rights under a product liability insurance policy issued by INA of Taiwan in favor of Sunbeam's supplier, Psan Kuenn Enterprises. This action arises out of a product's liability action pending in the United States District Court for the District of California, San Diego Division in which the parties of an 11 year old girl sued Sunbeam alleging that their daughter's death was caused by a defective Sunbeam Steam Master iron. Sunbeam was vigorously defending that action and instructed Applicant to initiate an action against INA, as a result of INA's failure to provide insurance coverage. In response to Sunbeam's actions, INA initiated an action in Taiwan attempting to obtain a declaration from the Taiwanese Court that no coverage was provided under the policy. In the Florida action, INA sought to stay the action based upon the action

pending in Taiwan on a theory of international comity. Applicant conducted extensive research and drafted responses to the Motions to Dismiss filed by INA. Sunbeam was successful in defeating that Motion and ultimately, the Court determined that Sunbeam's action was properly filed in Florida. Applicant also engaged in extensive negotiations with INA regarding coverage.

76. In addition, Applicant prepared for and attended several mediation sessions conducted in United States District Court for the Southern District of California, in San Diego in an attempt to settle the matter. Mediation was conducted over a three (3) day period resulting in a very favorable settlement to the Company. As a result of the mediation, the underlying litigation asserted against the Company by the family of Ashley Anderson for wrongful death was resolved with all payments coming from Psan Kuenn's liability insurer. In addition, Applicant was able to assist the Company in negotiating for the payment of \$760,000 of Sunbeam's costs and expenses incurred in connection with its defense of the underlying Anderson products liability action. In addition to attending mediation, Applicant was involved in extensive negotiations and the drafting of the settlement agreement and in subsequent hearings before the Magistrate seeking to compel enforcement of the agreement.

77. Applicant expended a total of 313.10 hours of professional services with a value of \$77,215.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$7,136.66 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$5,958.73 on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding balance of fees and expenses incurred on account of this matter in the amount of \$78,392.93. See Exhibit D-29 for a detailed description of the services provided, expenses incurred, payments received and balance due.

Exhibit D-30 General Sunbeam Matters (Litigation Matters)

78. During the Cases, Applicant was asked to review various claims asserted against the Company to assist Company counsel in resolving and documenting the resolution of those cases.

79. Applicant expended at total of 60.55 hours of professional services with a value of \$12,487.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$1,607.79 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$11,829.49 on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this matter in the amount of \$2,265.30. See Exhibit D-30 for a detailed description of the services provided, expenses incurred, payments received and balance due.

Exhibit D-31 International Matters

80. Applicant assisted the Company in the review and revision of the venue and jurisdiction provisions contained in its International Vendor Agreements.

81. Applicant expended at total of 41.70 hours of professional services with a value of \$11,150.00 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$1,000.00 were incurred in connection with these services. As ordinary course professionals, Applicant has received payments totaling \$12,150.00 on account of the services provided and expenses incurred in connection with this matter during the Cases. There is no balance due on account of this matter. See Exhibit D-31 for a detailed description of the services provided, expenses incurred and payments received.

Exhibit D-32 Sunbeam v. AccuFitness

82. During the Cases, Applicant assisted the Company in attempting to resolve issues raised by AccuFitness. AccuFitness entered into a supply agreement with Sunbeam to supply certain materials necessary for the manufacture of Sunbeam's heat pack products. The Company was unable to perform and Sunbeam was required to seek alternative sources of supply for its product. AccuFitness threatened litigation against the Company alleging that the Company's product violated certain patent rights held by AccuFitness. The Company elected to initiate litigation prophylactically against AccuFitness seeking declaratory judgment and damages for breach of contract. During this period Applicant drafted the necessary pleadings to initiate the action. After service of the pleadings, the parties entered into settlement discussions. Applicant negotiated and prepared the settlement agreement, and has continued to expend time in connection with same.

83. Applicant expended a total of 50.50 hours of professional services with a value of \$12,189.50 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$569.86 were incurred in connection with these services. As ordinary course professionals, Applicant has not received payment on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this matter in the amount of \$12,759.36. See Exhibit D-32 for a detailed description of the services provided, expenses incurred and payments received.

Exhibit D-33 Customs Department Matter

84. During the Cases, Applicant was engaged by the Company to assist it in the preparation of policies and procedures for dealing with importation of products through the U.S.

Customs Service. During the period in question, Applicant consulted with the Company concerning its policies and procedures vis-à-vis customs and completed and drafted an appropriate policy.

85. Applicant expended at total of 17.90 hours of professional services with a value of \$7,070.50 in connection with this matter during the Cases. Out-of-pocket expenses in the amount of \$2.82 were incurred in connection with these services. As ordinary course professionals, Applicant has not received payment on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this matter in the amount of \$7,073.32. See Exhibit D-33 for a detailed description of the services provided, expenses incurred and payments received.

Exhibit D-34 Nationbond Enterprise

86. During the Cases, Applicant reviewed the Company's Supply Agreement with Nationbond Enterprise and expended time in connection with enforcing Nationbond's obligations under the agreement.

87. Applicant expended at total of 2.50 hours of professional services with a value of \$587.50 in connection with this matter during the Cases. There were no out-of-pocket expenses incurred on account of this matter. As ordinary course professionals, Applicant has not received payment on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this matter in the amount of \$587.50. See Exhibit D-34 for a detailed description of the services provided, expenses incurred and payments received.

Exhibit D-35 Coleman - General

88. During the Cases, Applicant expended time in connection with a subpoena served on Sunbeam Products relating to the Coleman furnaces.

89. Applicant expended at total of 0.90 hours of professional services with a value of \$333.00 in connection with this matter during the Cases. There were no out-of-pocket expenses incurred on account of this matter. As ordinary course professionals, Applicant has not received payment on account of the services provided and expenses incurred in connection with this matter during the Cases. Applicant requests approval and payment of the outstanding fees and expenses incurred on account of this matter in the amount of \$333.00. See Exhibit D-35 for a detailed description of the services provided, expenses incurred and payments received.

**SERVICES PERFORMED BY APPLICANT
WERE NECESSARY AND APPROPRIATE**

90. The foregoing professional services performed by Applicant were necessary and appropriate to the administration of the Debtors' chapter 11 cases. The professional services performed by Applicant were in the best interest of the Debtors and 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 with expedition and in an efficient manner.

91. Applicant is an established commercial law firm having substantial experience in the areas of bankruptcy law and creditor rights, corporate law, commercial law, litigation law, securities law and tax law required of counsel in these cases.

92. The professional services performed by Applicant on behalf of the Debtors during the Cases required an aggregate expenditure of 2,302.80 recorded hours by Applicant's professionals and paraprofessionals. Of the aggregate time expended, 811.10 recorded hours

were expended by shareholders, 1,188.85 recorded hours were expended by associates, and 287.25 recorded hours were expended by paraprofessionals and research assistants of Applicant.

93. During the Cases, Applicant's hourly billing rates for attorneys ranged from \$150 to \$520 per hour. Allowance of compensation in the amount requested would result in a blended hourly billing rate for attorneys of approximately \$265.72 (based on 1,999.95 recorded hours for attorneys at Applicant's regular billing rates in effect at the time of the performance of services). Such fees are reasonable based on the customary compensation charged by comparably skilled practitioners in comparable bankruptcy cases in a competitive national legal market. As noted, attached hereto is a schedule listing each professional and paraprofessional who performed services in these cases during the Cases, the hourly rate charged for services performed by each such individual and the aggregate number of hours and charges by each such individual.

ACTUAL AND NECESSARY DISBURSEMENTS

94. As set forth in Exhibit C, Applicant has disbursed \$24,467.92 as expenses incurred in providing professional services during the Cases. With respect photocopying expenses, Applicant charges all of its client \$.15 per page. With respect to facsimile expenses, in compliance with the Guidelines, Applicant does not charge for facsimile transmissions, other than the cost of long distance facsimiles at applicable toll charge rates, which invariably are less than \$1.25 per page as permitted by the Guidelines. Each of these categories of expenses does not exceed the maximum rate set by the Guidelines. These charges are intended to cover Applicant's direct operating costs, which costs are not incorporated into the Applicant's hourly billing rates. Only clients who actually use services of the types set forth in Exhibit C are separately 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. The amount of the standard photocopying charge is intended to allow Applicant to cover the related expenses of its photocopying service. A determination of the actual expenses per page for photocopying, however, is dependent on both the volume of copies and the total expenses attributable to photocopying on an annual basis.

95. The time constraints imposed by certain matters required Applicants attorneys and other employees to devote time after regular business hours to the performance of legal services on behalf of the Debtors. These extraordinary services were essential to meet deadlines, and effectively administer these estates. Applicant submits that the overtime expenses requested herein were necessary and paid to employees of Applicant who worked after hours. In addition, consistent with firm policy, attorneys and other employees of Applicant who worked after hours were reimbursed for their reasonable meal costs and their cost for transportation from the office to home. Applicant's regular practice is not to include components for those charges in overhead when establishing billing rates and to charge its clients for these and all other out-of-pocket disbursements incurred during the regular course of the rendition of services. The reimbursement amounts do not exceed those set forth in the Guidelines.

96. Applicant has made every effort to minimize its disbursements in these cases. The actual expenses incurred in providing professional services were absolutely necessary, reasonable, and justified under the circumstances to serve the needs of the Debtors, their estates, and creditors.

REQUESTED COMPENSATION SHOULD BE ALLOWED

97. Section 330 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 further sets forth the criteria for the award of such compensation and reimbursement, and provides:

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 upon the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

11 U.S.C. § 330(a)(3).

98. Applicant respectfully submits that the services for which it seeks compensation in this Final Application were, at the time rendered, believed to be necessary for, beneficial to, and in the best interest of the Debtors' estates. Applicant further submits that the compensation requested herein is reasonable in light of the nature, extent, and value of such services to the Debtors, their estates, and all parties in interest.

99. The rates charged by the participating attorneys and paralegals as set forth in Exhibit B are well within the range charged by such professionals in their respective jurisdictions of similar skill and reputation. Applicant submits that the billable rates for the professionals and paraprofessionals working in these cases compares favorably with rates customarily charged for similar cases. In those instances where it was necessary to consult the services of a more senior

attorney billing at a higher rate, extreme care was taken to avoid duplication of effort and maintain a low blended hourly rate for these cases.

100. Applicant respectfully submits that the services for which it seeks compensation were necessary and appropriate and consistently performed in a timely manner commensurate with the complexity, importance, and nature of the issues involved, and the approval of the compensation sought herein is warranted.

STATEMENTS OF GREENBERG TRAUIG

101. As set forth in the certification of Mark Bideau, attached hereto as Exhibit "A", the compensation requested by Applicant is based upon the customary compensation charged by comparably skilled practitioners in cases under the Bankruptcy Code.

102. No agreement or understanding exists between Applicant and any other person for sharing compensation which has been or will be received, except such sharing as is customary and generally accepted among attorneys within a law firm.

103. No agreement or understanding, express or implied, has been or will be entered into for the purpose of fixing the fees or other compensation to be paid to any other attorney for any party in interest, to any other party in interest, or to any person for services rendered in connection with these cases.

104. A copy of this Final Application is being sent to Steven R. Isko, Sunbeam Corporation, 2381 Executive Drive, Boca Raton, Florida 33431, the authorized representative of the Debtors. Monthly bills were submitted to Mr. Isko during the Cases and he has raised no objection to the amounts requested herein.

MEMORANDUM OF LAW

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

NOTICE

106. In accordance with the Administrative Order, notice of this Final Application has been provided to: (i) the United States Trustee; (ii) counsel for the Debtors; (iii) counsel for the Debtors' pre-petition and post-petition lenders; and (iv) counsel for the Creditors' Committee. Applicant submits that no other or further notice need be provided.

CONCLUSION

WHEREFORE, Greenberg Traurig respectfully requests that the Court enter the Proposed Order:

- (i) granting Applicant final allowance of compensation for services and reimbursement of expenses as an ordinary course professional;
- (ii) authorizing Applicant to seek additional compensation for services performed and expenses incurred during the Cases, which were not processed at the time of this Final Application;
- (iii) authorizing and directing the Debtors to remit the balance of the fees and expenses due and owing to Applicant in the amount \$280,151.02 (\$159,398.27, representing fees and expenses in excess of the Fee Cap, and \$120,752.75, representing the unpaid balance previously authorized for payment pursuant to the Ordinary Course Order); and

