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

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In re :
: **Chapter 11 Cases Nos.**
AI REALTY MARKETING OF NEW YORK, :
INC., LASER ACQUISITION CORP., DDG I, : **01-40252 (AJG) through**
INC., SUNBEAM AMERICAS HOLDINGS, LTD., : **01-40290 (AJG)**
et al., :
: **(Jointly Administered)**
Debtors. :
:
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**SECOND APPLICATION OF JENNER & BLOCK, LLC, ATTORNEYS EMPLOYED
BY DEBTORS IN THE ORDINARY COURSE OF BUSINESS, FOR ALLOWANCE
OF INTERIM COMPENSATION FOR SERVICES RENDERED AND EXPENSES
ADVANCED FROM MAY 1, 2001 THROUGH SEPTEMBER 30, 2001**

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

Jenner & Block, LLC (“Jenner & Block”), attorneys employed by debtors in the ordinary course of business, submits for its formal application (“the Application”), pursuant to sections 330(a) and 331 of title 11 of the United States Code (the “Bankruptcy Code”), for the allowance of interim compensation for professional services rendered and reimbursement of expenses advanced, and, in support thereof, respectfully states:

Jurisdiction and Venue

1. This Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334, and the Standing Order of Referral of Cases to Bankruptcy Court Judges of the District Court for the Southern District of New York, dated July 10, 1984 (Ward, Acting C.J.). Consideration of the Application is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Summary of Application

2. On February 6, 2001, The Coleman Company, Sunbeam HSC, Sunbeam Products and First Alert and certain other subsidiaries of Sunbeam Corporation (collectively the “Debtors”) all filed voluntary chapter 11 bankruptcy petitions in this Court. On that same day, the Court entered an order for the joint administration of the Debtors’ chapter 11 bankruptcies. The Court also entered an order on February 6, 2001, pursuant to sections 327 and 328 of the Bankruptcy Code, authorizing the Debtors to employ professionals, including Jenner & Block, to perform necessary and appropriate work in the ordinary course of the Debtors’ businesses. This is Jenner & Block’s second application for allowance of interim compensation for services rendered and for reimbursement of expenses.

3. Between May 1, 2001 and September 30, 2001 (the “Compensation Period”), Jenner & Bock expended time and advanced expenses for the following Debtors: The Coleman Company, Inc. (“The Coleman Company”), and Sunbeam Products, Inc. (“Sunbeam Products”).

4. Jenner & Block expended time and advanced expenses for the following two matters during the Compensation Period: (1) *Brown v. The Coleman Company, Inc.*, and (2) *SEB S.A. v. Sunbeam Corporation and Sunbeam Products, Inc.*

5. Jenner & Block is seeking total fees of \$27,911.50 and reimbursement of total disbursements of \$334.71 during the Compensation Period. Jenner & Block's fees are itemized by timekeeper in Exhibit A. Jenner & Block's disbursements are itemized in Exhibit B. Jenner & Block's total fees and expenses are itemized by month and by matter in Exhibit C.

Fees

6. Jenner & Block does not wish to burden this Court with an overly detailed or lengthy recitation of each and every matter with respect to which it has rendered services to The Coleman Company and Sunbeam Products. Further, some of the services performed involved confidential matters not of public record. Accordingly, the following is intended to serve only as a summary description of the primary services rendered by Jenner & Block during the Compensation Period.

7. Copies of Jenner & Block's invoices for the services and disbursements discussed in this Application are attached as Exhibits D1-D2. Pursuant to paragraph C of the Administrative Order relating to the Amended Guidelines for Fees and Disbursements in the Southern District of New York Bankruptcy Court, Jenner & Block states that there is a need to omit the redacted information from this Application because it is protected by the attorney-client privilege. Jenner & Block requests that the Court accept redacted versions of the attached invoices in lieu of unredacted versions.

Brown v. The Coleman Company, Inc. Litigation

8. At the time this bankruptcy commenced, Jenner & Block was representing The Coleman Company before the United States Supreme Court in the case of *Brown v. The Coleman Company, Inc.*, S. Ct. No. 00-1501. In that case, The Coleman Company filed a petition for certiorari concerning a decision by the Tenth Circuit Court of Appeals to uphold an arbitration award against The Coleman Company of approximately \$2.3 million for allegedly causing a former employee to exercise his stock options at a less than optimal time. During the Compensation Period, Jenner & Block was involved in advising the Coleman Company in issues arising in connection with denial of its petition for a writ of certiorari.

SEB S.A. v. Sunbeam Corporation and Sunbeam Products, Inc.

9. Jenner & Block represents Sunbeam and Sunbeam Products, Inc. in an intellectual property case brought by SEB S.A. in the United States District Court of New Jersey. The case involves complex issues of fact and law and voluminous discovery. Approximately eighteen thousand pages of documents have been exchanged in discovery and seventeen witnesses have been deposed. During the Compensation Period, Jenner & Block prepared an omnibus summary judgment motion and continued working on expert discovery issues.

Disbursements

10. As set forth in Exhibit B, Jenner & Block has disbursed \$334.71 for expenses incurred in providing professional services during the Compensation Period. With respect to photocopying expenses, Jenner & Block charges its clients \$.08 per page. With respect to facsimile expenses, Jenner & Block does not charge for facsimile transmissions, other than the cost of long distance facsimiles at applicable toll charge rates. Each of these categories of

expenses does not exceed the maximum rate set by applicable guidelines. These charges are intended to cover Jenner & Block's direct operating costs, which are not incorporated into Jenner & Block's hourly billing rates. Only clients who actually use services of the types set forth in B are separately charged for such service. The effect of including such expenses as part of the hourly billing rates would impose the 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 Jenner & Block to cover the related expenses of its photocopying service. A determination of the actual expense per page for photocopying, however, is dependent on both the volume of copies and the total expenses attributable to photocopying on an annual basis.

11. Jenner & Block has made every effort to minimize its disbursements in this case. The actual expenses incurred in providing professional services were reasonable, necessary and justifiable under the circumstances to serve the needs of The Coleman Company, Sunbeam HSC, Sunbeam Products and First Alert.

The Requested Compensation Should Be Allowed

12. Section 331 of the Bankruptcy Code provides for interim compensation of professionals and incorporates the substantive requirements of section 330 to govern the Court's award of such compensation. 11 U.S.C. § 331. Section 330 provides that a court may award a professional with "reasonable compensation for actual services rendered . . . and reimbursement for actual, necessary expenses." 11 U.S.C. § 330(a)(1). Section 330 further 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 on the customary compensation charged by comparably skilled practitioners in cases other than cases under this title.

Id.

13. In the instant case, Jenner & Block 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 approval of the compensation sought herein is warranted.

Statements of Jenner & Block

14. As set forth in the certification of Daniel Lynch, attached as Exhibit E, the compensation requested by Jenner & Block is based on the customary compensation charged by comparably skilled practitioners in cases other than cases under the Bankruptcy Code.

15. No agreement or understanding exists between Jenner & Block and any other person for a sharing of compensation received or to be received for services rendered by Jenner & Block. Jenner & Block shall not share or agree to share with any other person the compensation paid or allowed from the estates of The Coleman Company, Sunbeam HSC, Sunbeam Products or First Alert. The foregoing constitutes the statements of Jenner & Block pursuant to section 504 of the Bankruptcy Code and Bankruptcy Rule 2016(a).

16. No agreement or understanding prohibited by 18 U.S.C. § 155 has been or will be made by Jenner & Block.

17. A copy of this Application has previously been provided to Steven R. Isko, Sunbeam Corporation, 2381 Executive Center Drive, Boca Raton, Florida 33431, authorized representative of the Debtors. He has reviewed this Application and approved it.

Waiver of Memorandum of Law

18. Pursuant to Local Bankruptcy Rule for the Southern District of New York 9013-1(b), because there are no novel issues of law presented by this Application, Jenner & Block respectfully requests that the Court waive the requirement that Jenner & Block file a memorandum of law to support this Application.

Notice

19. Copies of this Application have been given to the Debtors, the United States Trustee, counsel for the Debtors, and counsel for the pre-petition and post-petition lenders.

WHEREFORE, Jenner & Block respectfully requests (i) an interim allowance of compensation for professional services rendered in the amount of \$27,911.50 in fees for the Compensation Period, (ii) reimbursement of actual and necessary disbursements incurred by Jenner & Block in the amount of \$334.71, and (iii) such other and further relief as the Court deems just.

Dated: December 1, 2001

Respectfully submitted,

JENNER & BLOCK, LLC

By _____
One of Its Attorneys

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EXHIBIT A

Fees

May 1, 2001 through September 30, 2001

<u>Names of Professionals/Paraprofessionals</u>	<u>Year Admitted To Practice</u>	<u>Hourly Rate</u>	<u>Hours Billed</u>	<u>Total For Application</u>
Partners				
Byman, Robert L.	1988	\$455.00	16.70	\$7,598.50
Partners Billing Less than 10 Hours		\$375.00	1.80	\$675.00
Partner Totals			18.50	\$8,273.50
Associates				
Schechter, Bradley I.		\$170.00	85.90	\$14,603.00
Associates Billing Less than 10 Hours		\$225.00- \$285.00	7.20	\$2,004.00
Associate Totals			93.10	\$16,607.00
Paraprofessionals And Others				
Cano, Francisco		\$145.00	16.40	\$2,378.00
Paraprofessionals Billing Less than 10 Hours		\$75.00- \$145.00	6.60	\$653.00
Paraprofessional Totals			23.00	\$3,031.00
TOTAL HOURS:			134.60	
TOTAL FEES DUE:				\$27,911.50

EXHIBIT B

Disbursements

May 1, 2001 through September 30, 2001

<u>Disbursements</u>	<u>Amounts</u>
Special Messenger Services	\$131.57
Photocopy Expense	\$151.52
Postage	\$17.50
Long Distance Charges	\$29.12
In-City Transportation	\$5.00
TOTAL DISBURSEMENTS:	\$334.71

EXHIBIT C

Monthly Breakdown of Fees & Disbursements By Matter

	Brown v. The Coleman Company	SEB S.A. v. Sunbeam Corporation, et. al	TOTAL ALL CASES
<u>MAY, 2001 FEES & EXPENSES:</u>			
May Fees			--
May Expenses			--
May Total Fees & Expenses			--
<u>JUNE, 2001 FEES & EXPENSES:</u>			
June Fees	--		--
June Expenses	\$133.94		\$133.94
June Total Fees & Expenses	\$133.94		\$133.94
<u>JULY, 2001 FEES & EXPENSES:</u>			
July Fees	\$144.00	\$227.50	\$371.50
July Expenses	\$18.89	\$1.17	\$20.06
July Total Fees & Expenses	\$162.89	\$228.67	\$391.56
<u>AUGUST, 2001 FEES & EXPENSES:</u>			
August Fees	\$675.00	\$8,758.00	\$9,433.00
August Expenses	\$59.34	\$14.44	\$73.78
August Total Fees & Expenses	\$734.34	\$8,772.44	\$9,506.78
<u>SEPTEMBER, 2001 FEES & EXPENSES:</u>			
September Fees	\$99.00	\$18,008.00	\$18,107.00
September Expenses	\$11.44	\$95.49	\$106.93
September Total Fees & Expenses	\$110.44	\$18,103.49	\$18,213.93

TOTAL 2001 FEES & EXPENSES:			
Total Fees	\$918.00	\$26,993.50	\$27,911.50
Total Expenses	\$223.61	\$111.10	\$334.71
Total Fees & Expenses	\$1,141.61	\$27,104.60	\$28,246.21

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