

Jerold S. Solovy
Clark C. Johnson
JENNER & BLOCK, LLC
One IBM Plaza
Chicago, IL 60611
(312) 222-9350

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

-----X
In re :
 : **Chapter 11 Cases No.**
SUNBEAM CORPORATION, :
 : **01-40291 (AJG)**
 :
Debtor. :
-----X

NOTICE OF FILING

TO:

Steven R. Isko, Esq.
American Household, Inc.
2381 Executive Center Road
Boca Raton, FL 33431

Simpson Thacher & Bartlett
425 Lexington Avenue
New York, NY 10017
Attn: Peter V. Pantaleo, Esq.
Alice B. Eaton, Esq.

George A. Davis, Esq.
Weil Gotshal & Manges, LLP
767 Fifth Avenue
New York, NY 10153

Kasowitz Benson Torres & Friedman, LLP
1633 Broadway
New York, NY 10019
Attn: David Friedman, Esq.
Lisa Laukitis, Esq.

Paul K. Schwartzberg, Esq.
The Office of the United States Trustee
33 Whitehall Street, 21st Floor
New York, NY 10004

Chaim F. Fortgang, Esq.
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019

PLEASE TAKE NOTICE that on or about February 7, 2003, we shall file with the Clerk of the United States Bankruptcy Court for the Southern District of New York, the Third and Final Application of Jenner & Block, LLC, Attorneys Employed by Debtors in the Ordinary Course of Business, For Allowance of Final Compensation for Services Rendered from February 6, 2001 through December 18, 2002, a copy of which is attached hereto.

Respectfully submitted,

By:  _____

One of Its Attorneys

Jerold S. Solovy
Clark C. Johnson
JENNER & BLOCK, LLC
One IBM Plaza
Chicago, IL 60611
(312) 222-9350

CERTIFICATE OF SERVICE

Bradley I. Schechter, an attorney, hereby certifies that on February 7, 2003, he caused true and correct copies of the foregoing Notice of Filing, together with the document referred to therein, to be served on the following parties by U.S. Mails:

Steven R. Isko, Esq.
American Household, Inc.
2381 Executive Center Road
Boca Raton, FL 33431

Simpson Thacher & Bartlett
425 Lexington Avenue
New York, NY 10017
Attn: Peter V. Pantaleo, Esq.
Alice B. Eaton, Esq.

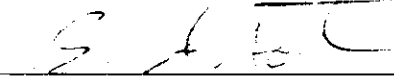
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51 West 52nd Street
New York, NY 10019

By: _____


Bradley I. Schechter

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

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In re :
 : Chapter 11 Cases No.
SUNBEAM CORPORATION, :
 :
 : 01-40291 (AJG)
Debtor. :
-----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**

THIRD AND FINAL APPLICATION

NAME OF APPLICANT:	Jenner & Block, LLC	
ROLE IN CASE:	Attorneys Employed In The Ordinary Course By Debtors	
CURRENT APPLICATION: (October 1, 2001 to December 18, 2002)	Fees Requested:	<u>\$1,463.00</u>
	Expenses Requested:	<u>\$113.83</u>
PRIOR APPLICATIONS: (February 6, 2001 to April 30, 2001 and May 1, 2001 to September 30, 2001)	Fees Previously Requested:	<u>\$111,916.75</u>
	Fees Previously Awarded:	<u>\$111,916.75</u>
	Expenses Previously Requested:	<u>\$24,058.23</u>
	Expenses Previously Awarded:	<u>\$24,058.23</u>
FINAL APPLICATION:	Total Fees Requested:	<u>\$113,379.75</u>
	Total Expenses Requested:	<u>\$24,172.06</u>

Name	Year Admitted to Practice	Hours Billed in Current Application	Rate	Total Fees Sought in Current Application
<i>Partners</i>				
Matthew M. Neumeier	1984	0.9	\$420.00	\$378.00
<i>Associates</i>				
Molly Moran	1998	3.6	\$205.00	\$738.00
Margot Klein	1998	0.3	\$205.00	\$61.50
<i>Parasupport Staff</i>				
Corrine Mannino	Paralegal	0.8	\$105.00	\$84.00
Julie H. Park	Project Assistant	1.3	\$75.00	\$97.50
Paraprofessionals Building Less than 10 Hours		1.3	\$80.00	\$104.00

**Total Current
Hours**

8.2

Current Total
\$1,463.00

**Total Current
Attorney Hours:**

4.8

**Current Total
Attorney Fees:**
\$1,177.50

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Clark C. Johnson
JENNER & BLOCK, LLC
One IBM Plaza
Chicago, IL 60611
(312) 222-9350

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

-----X
In re :
 : **Chapter 11 Cases No.**
SUNBEAM CORPORATION, :
 : **01-40291 (AJG)**
 :
Debtor. :
-----X

**THIRD AND FINAL APPLICATION OF JENNER & BLOCK, LLC, ATTORNEYS
EMPLOYED BY DEBTOR IN THE ORDINARY COURSE OF BUSINESS, FOR
ALLOWANCE OF COMPENSATION FOR PROFESSIONAL SERVICES RENDERED
AND FOR REIMBURSEMENT OF ACTUAL AND NECESSARY EXPENSES**

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, for its third and final application (the “Final Application”), pursuant to sections 330 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for the final allowance of compensation for professional services performed by Jenner & Block for the period commencing October 1, 2001 through and including December 18, 2002 (the “Current Compensation Period”), and for the reimbursement of its actual and necessary expenses incurred during the Current Compensation Period, respectfully represents:

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. This Final Application has been prepared in accordance with the Amended Guidelines for Fees and Disbursement 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 Monthly Compensation and Reimbursement of Expenses of Professionals (the "Administrative Order" and, 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 "E."

3. On February 6, 2001, Sunbeam Corporation filed a petition for chapter 11 bankruptcy. 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 third and final application for allowance of compensation for services rendered and for reimbursement of expenses.

4. Between February 6, 2001 and December 18, 2002 (the "Final Compensation Period"), Jenner & Block expended time and advanced expenses for Sunbeam Corporation.

5. Jenner & Block expended time and advanced expenses for the following matters during the Final Compensation Period: (1) *Sunbeam v. AIU Ins. Co.* and (2) *Sunbeam v. National Union Fire Ins. Co.*

6. Jenner & Block is seeking total fees of \$1,463.00 and reimbursement of total disbursements of \$113.83 during the Current Compensation Period. Jenner & Block's fees during this Current Compensation Period are itemized by timekeeper in Exhibit "A." Of the total fees sought, Jenner & Block attorneys worked 4.8 hours, generating \$1,177.50 in fees; a blended rate of \$245.31 per hour. Jenner & Block's disbursements for the Current Compensation Period are itemized in Exhibit "B." Jenner & Block's total fees and expenses for the Current Compensation Period are itemized by month and by matter in Exhibit "C."

Fees

7. 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 Sunbeam Corporation. 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 Final Compensation Period.

8. Copies of Jenner & Block's invoices for the services and disbursements discussed in this Final Application that were incurred during the time period of the Current

Application (October 1, 2001 to December 18, 2002) are attached as Exhibits "D1" and "D2." Jenner & Block states that it has not resubmitted invoices for the services and disbursements discussed in this Final Application that were incurred during the time period of the two prior applications (February 6, 2001 to April 30, 2001 and May 1, 2001 to September 30, 2001). 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 Final 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.

Sunbeam Corp. v. AIU Ins. Co. ("Anderson v. Sunbeam")

9. At the time this bankruptcy commenced, Jenner & Block was representing Sunbeam against AIU Insurance Co. ("AIU") in the United States District Court for the District of Montana, Great Falls Division, Case No. CV-99-089-GF. The litigation concerned (1) Sunbeam's claim that AIU violated Montana's Unfair Trade Practices Act and (2) Sunbeam's demand for insurance coverage for Sunbeam's liabilities for damages arising out of personal injury claims resulting from a March 26, 1996 house fire at the home of Milton and Iva Anderson. During the Final Compensation Period, Jenner & Block conducted and responded to extensive discovery demands and successfully negotiated a settlement of the case. Jenner & Block's work for Sunbeam included deposing several witnesses, preparing a motion to compel AIU to provide discovery, preparing a motion for a protective order from AIU discovery, responding to extensive written discovery demands, reviewing voluminous documents produced in discovery, consulting with expert witnesses, negotiating a settlement, and preparing settlement documents. Jenner & Block has

previously requested and received \$61,162.75 for fees for the professional services it provided during the period of the two prior applications. Jenner & Block expended an additional \$165.50 of attorney and paraprofessional time during the Current Compensation Period, and the invoices for these fees are attached as Exhibit "D2."

Sunbeam Corporation v. National Union Fire Ins. Co., et. al

10. Sunbeam originally brought this action on April 15, 1999 against its primary D&O and corporate liability insurer, National Union Fire Insurance Co. of Pittsburgh, PA ("National Union"), and two of its excess D&O and corporate liability insurance carriers, Gulf Insurance Co. ("Gulf") and St. Paul Mercury Insurance Co. ("St. Paul"), in the United States District Court for the Southern District of Florida seeking declaratory relief and damages against National Union and declaratory relief against Gulf and St. Paul. Sunbeam sought to obtain coverage under D&O and corporate liability insurance policies sold by National Union, Gulf and St. Paul to Sunbeam for a series of securities claims brought against Sunbeam, as well as various of its current and former directors and officers, in state and federal courts, and an investigation by the Securities and Exchange Commission.

11. Prior to the commencement of this bankruptcy, Sunbeam entered into separate settlement agreements with National Union, Gulf and St. Paul. An Order of Dismissal was entered in the action on February 2, 2001. On February 6, 2001, the date this bankruptcy was commenced, the parties, pursuant to their settlements, filed a Joint Motion to Appoint Trustee of Irrevocable D&O Claims Trust (the "Trust"). The Trust was established by St. Paul with settlement proceeds to reimburse former and current directors and officers of Sunbeam for reasonable defense costs incurred in connection with the securities and debenture actions currently pending. All funds were held in

escrow pending the appointment of a trustee. On February 13, 2001, counsel for Sunbeam received notice of the filing of a Motion to Intervene and a Motion to Reconsider and Vacate Order of Dismissal by two of Sunbeam's former officers. On February 15, 2001, counsel for Sunbeam received a Motion for Preliminary Injunction and an Amended Motion to Reconsider and Vacate the Order of Dismissal by the same two former officers of Sunbeam. Three other former officers subsequently filed Motions to Intervene. Sunbeam took the position that the motions were untimely and filed in violation of the automatic stay issued in this bankruptcy. Jenner & Block was forced to vigorously litigate these issues on behalf of Sunbeam. The Court denied all purported interveners' motions on March 29, 2001.

12. On April 2, 2001, the Court appointed State Circuit Court Judge Herbert Stettin as Trustee of the Irrevocable D&O Claims Trust. Sunbeam submitted a claim to the Trust for reimbursement of defense costs. This action was challenged by certain other potential beneficiaries. Jenner & Block, on behalf of Sunbeam, worked to submit the appropriate documentation supporting Sunbeam's claim and also vigorously argued for the preservation of certain Trust funds and Sunbeam's right to Trust proceeds.

13. During the Final Compensation Period, Sunbeam's work included, among other things, preparing numerous letters to current and former directors and officers concerning the settlements and Trust, attending to issues concerning the administration of the Trust, and responding to the above-mentioned motions to intervene and motion for preliminary injunction. Sunbeam has requested and received \$50,754.00 of fees for its services during the time period of the two prior applications. Jenner & Block expended an additional \$1,287.50 of attorney and paraprofessional

time during the Current Compensation Period, and the invoices for these fees are attached as Exhibit "D1."

Disbursements

14. As set forth in Exhibit "B," Jenner & Block has disbursed \$113.83 for expenses incurred in providing professional services during the Current Compensation Period. Jenner & Block did not make a profit on these expenses.

15. 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 Exhibit "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.

16. Due to the nature of Sunbeam Corporation's business, the location of its management, and the national nature of Jenner & Block's representation, long distance telephone calls have been required. On occasion, overnight delivery of documents and other materials was

required to meet deadlines and address urgent circumstances. These disbursements are not included in Jenner & Block's overhead for the purpose of setting billing rates and Jenner & Block does not profit from these expenses.

17. 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 Sunbeam Corporation.

The Requested Compensation Should Be Allowed

18. 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.

19. 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

20. As set forth in the certification of Clark C. Johnson, 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.

21. 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 Sunbeam's estate. The foregoing constitutes the statements of Jenner & Block pursuant to section 504 of the Bankruptcy Code and Bankruptcy Rule 2016(a).

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

23. A copy of this Final Application has previously been provided to Vic Michels, Sunbeam Corporation, 2381 Executive Center Drive, Boca Raton, Florida 33431, representative of the Debtor. He has reviewed this Final Application and approved it.

Waiver of Memorandum of Law

24. 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 Final Application, Jenner & Block respectfully requests that the Court waive the requirement that Jenner & Block file a memorandum of law to support this Final Application.

Notice

25. Copies of this Final Application have been given to the Debtors, the United States Trustee, counsel for the Debtors, and counsel for the chair of each official creditor committee.

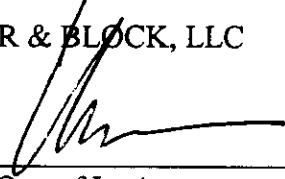
WHEREFORE, Jenner & Block respectfully requests (i) an allowance of compensation for professional services rendered in the amount of \$1,463.00 in fees and reimbursement of actual and necessary disbursements incurred by Jenner & Block in the amount of \$113.83 for the Current Compensation Period; (ii) complete allowance of compensation for professional services rendered in the amount of \$113,379.75 in fees and reimbursement of actual and necessary disbursements incurred by Jenner & Block in the amount of \$24,172.06 for the Final Compensation Period; and (iii) such other and further relief as the Court deems just.

Dated: February 7, 2003

Respectfully submitted,

JENNER & BLOCK, LLC

By



One of Its Attorneys

Jerold S. Solovy
Clark C. Johnson
JENNER & BLOCK, LLC
One IBM Plaza
Chicago, IL 60611
(312) 222-9350

886134v3

EXHIBIT "A"

EXHIBIT A

Total Fees During Current Compensation Period: October 1, 2001 through December 18, 2002

Name	Year Admitted to Practice	Hours Billed in Current Application	Rate	Total Fees Sought in Current Application
<i>Partners</i>				
Matthew M. Neumeier	1984	0.9	\$420.00	\$378.00
<i>Associates</i>				
Molly Moran	1998	3.6	\$205.00	\$738.00
Margot Klein	1998	0.3	\$205.00	\$61.50
<i>Parasupport Staff</i>				
Corrine Mannino	Paralegal	0.8	\$105.00	\$84.00
Julie H. Park	Project Assistant	1.3	\$75.00	\$97.50
Paraprofessionals Building Less than 10 Hours		1.3	\$80.00	\$104.00

Total Current Hours

8.2

Current Total

\$1,463.00

Total Current Attorney Hours:

4.8

Current Total Attorney Fees:

\$1,177.50

EXHIBIT "B"

EXHIBIT B

Disbursements: October 1, 2001 through December 18, 2002

<u>Disbursements</u>	<u>Current Application</u>
Special Messenger Service	\$48.23
Long Distance Telephone	\$2.86
Photocopy	\$12.16
Postage	\$0.68
In-City Transportation	\$49.90
Publication Charges	\$0.00
Out of Town Travel	\$0.00
Business Meals	\$0.00
Westlaw Research	\$0.00
Lexis Research	\$0.00
Outside Professional Services	\$0.00
Printing Expense	\$0.00
Court Fees	\$0.00
TOTALS:	\$113.83

EXHIBIT "C"

EXHIBIT C
Monthly Breakdown of Fees and Disbursements by Matter:
Current Time Period: October 1, 2001 through December 18, 2002

	Sunbeam Corp. v. National Union Fire Ins. Co., et. Al	Sunbeam Corp. v. AIU Ins. Corp. ("Anderson v. Sunbeam")
OCTOBER '01 FEES AND EXPENSES		
October Fees	\$1,092.00	
October Expenses	\$18.22	
Total October Fees and Expenses	\$1,110.22	
NOVEMBER '01 FEES AND EXPENSES		
November Fees	\$205.50	\$61.50
November Expenses	\$0.13	\$45.45
Total November Fees and Expenses	\$205.63	\$106.95
DECEMBER '01 FEES AND EXPENSES		
December Fees		
December Expenses		
Total December Fees and Expenses		
JANUARY '02 FEES AND EXPENSES		
January Fees		
January Expenses		
Total January Fees and Expenses		
FEBRUARY '02 FEES AND EXPENSES		
February Fees		
February Expenses		
Total February Fees and Expenses		
MARCH '02 FEES AND EXPENSES		
March Fees		
March Expenses		
Total March Fees and Expenses		
APRIL '02 FEES AND EXPENSES		
April Fees		
April Expenses		
Total April Fees and Expenses		
MAY '02 FEES AND EXPENSES		
May Fees		

May Expenses			
Total May Fees and Expenses			
JUNE '02 FEES AND EXPENSES			
June Fees			
June Expenses			
Total June Fees and Expenses			
JULY '02 FEES AND EXPENSES			
July Fees			
July Expenses			
Total July Fees and Expenses			
AUGUST '02 FEES AND EXPENSES			
August Fees			
August Expenses			
Total August Fees and Expenses			
SEPTEMBER '02 FEES AND EXPENSES			
September Fees			
September Expenses			
Total September Fees and Expenses			
OCTOBER FEES AND EXPENSES			
October Fees			
October Expenses			
Total October Fees and Expenses			
NOVEMBER '02 FEES AND EXPENSES			
November Fees			
November Expenses			
Total November Fees and Expenses			
DECEMBER '02 FEES AND EXPENSES			
December Fees			\$104.00
December Expenses			\$50.03
Total December Fees and Expenses			\$154.03
TOTALS			
TOTAL FEES	\$1,297.50	\$165.50	\$1,463.00
TOTAL EXPENSES	\$18.35	\$95.48	\$113.83
TOTAL FEES AND EXPENSES	\$1,315.85	\$260.98	\$1,576.83

EXHIBIT "D1"

JENNER & BLOCK, LLC
ONE BM PLAZA
CHICAGO, ILLINOIS 60611
3121 222-9350

CLIENT NUMBER 38439-000
MATTER NUMBER 10014

SUNBEAM CORPORATION
2381 EXECUTIVE CENTER DRIVE
BOCA RATON, FL 33431
ATTN: PAUL SHAPIRO, ESQ.

OCTOBER 16, 2001
INVOICE # 3820995

NATIONAL UNION

FOR PROFESSIONAL SERVICES RENDERED
THROUGH SEPTEMBER 30, 2001

\$1,092.00

DISBURSEMENTS

18.22

TOTAL INVOICE

\$1,110.22

PRIOR UNPAID INVOICES

Invoice No. 8795731-1, 3/20/01

4,328.83

Invoice No. 8803959, 5/16/01

21,007.20

Invoice No. 8817170, 9/19/01

526.59

TOTAL AMOUNT DUE

\$26,972.84

LAW OFFICES
JENNER & BLOCK, LLC
ONE 8M PLAZA
CHICAGO, ILLINOIS 60611
312) 222-9350

SUNBEAM CORPORATION
2381 EXECUTIVE CENTER DRIVE
BOCA RATON, FL 33431
ATTN: PAUL SHAPIRO, ESQ.

INVOICE # 382099

OCTOBER 16, 2001

CLIENT NUMBER - 38439-000

FOR PROFESSIONAL SERVICES RENDERED
THROUGH SEPTEMBER 30, 2001

NATIONAL UNION

MATTER NUMBER - 1001

9/10/01	MMN	0.50	210.00
9/10/01	MYM	0.40	32.00
9/12/01	MMN	0.40	168.00
9/12/01	MYM	2.50	512.50
9/21/01	MYM	0.10	20.50
9/21/01	JHP	0.50	37.50
9/24/01	MYM	0.30	61.50
		4.70	1,092.00

ALL PAYMENTS DUE WITHIN 30 DAYS OF INVOICE

Federal Identification No. 36-21925-

DISBURSEMENTS

9/10/01	Long Distance Telephone	0.13
9/10/01	Long Distance Telephone	0.13
9/12/01	Long Distance Telephone	0.50
9/12/01	Long Distance Telephone	0.50
9/12/01	Long Distance Telephone	0.50
9/12/01	Long Distance Telephone	0.50
9/12/01	Long Distance Telephone	0.13
9/12/01	Long Distance Telephone	0.39
9/12/01	Photocopy	4.64
9/16/01	Special Messenger Service	5.55
9/19/01	Long Distance Telephone	0.13
9/24/01	Long Distance Telephone	0.26
9/24/01	Long Distance Telephone	0.26
9/27/01	Photocopy	6.30
	TOTAL DISBURSEMENTS	18.22

INVOICE TOTAL

\$1,110.22

SUMMARY OF PROFESSIONAL SERVICES

ATTORNEY	HOURS	RATE	AMOUNT
MATTHEW M. NEUMEIER	0.90	420.00	378.00
MOLLY MORAN	3.30	205.00	676.50
JULIE H PARK	0.50	75.00	37.50
TOTAL	4.70		1,092.00

LAW OFFICES
JENNER & BLOCK, LLC
ONE 8M PLAZA
CHICAGO, ILLINOIS 60611
(312) 222-9350

CLIENT NUMBER 38439-000
MATTER NUMBER 10014

SUNBEAM CORPORATION
2381 EXECUTIVE CENTER DRIVE
BOCA RATON, FL 33431
ATTN: STEVEN ISKO, ESQ.

NOVEMBER 9, 2001
INVOICE # 8825117

NATIONAL UNION

FOR PROFESSIONAL SERVICES RENDERED
THROUGH OCTOBER 31, 2001

\$205.50

DISBURSEMENTS

0.13

TOTAL INVOICE

\$205.63

PRIOR UNPAID INVOICES

Invoice No. 8795731-1, 3/20/01 (balance)

4,328.83

Invoice No. 8803959, 5/16/01

21,007.20

Invoice No. 8817170, 9/19/01

526.59

Invoice No. 8820995, 10/15/01

1,110.22

TOTAL AMOUNT DUE

\$27,178.47

LAW OFFICES
JENNER & BLOCK, LLC
ONE 8M PLAZA
CHICAGO, ILLINOIS 60611
3121 222-9390

SUNBEAM CORPORATION
2381 EXECUTIVE CENTER DRIVE
BOCA RATON, FL 33431
ATTN: STEVEN ISKO, ESQ.

INVOICE # 3825117

NOVEMBER 9, 2001

CLIENT NUMBER - 38439-000

FOR PROFESSIONAL SERVICES RENDERED
THROUGH OCTOBER 31, 2001

NATIONAL UNION

MATTER NUMBER - 1001

10/02/01	JHP	0.80	60.00
10/02/01	CXM	0.80	34.00
10/17/01	MYM	0.30	61.50
		1.90	205.50

DISBURSEMENTS

10/17/01	Long Distance Telephone	0.13
	TOTAL DISBURSEMENTS	0.13

INVOICE TOTAL

\$205.63

SUMMARY OF PROFESSIONAL SERVICES

ATTORNEY	HOURS	RATE	AMOUNT
MOLLY MORAN	0.30	205.00	61.50
CORINNE MANNINO	0.80	105.00	84.00
JULIE H. PARK	0.80	75.00	60.00
TOTAL	1.90		205.50

EXHIBIT "D2"

LAW OFFICES
JENNER & BLOCK, LLC
ONE 84 PLAZA
CHICAGO, ILLINOIS 60611
3121 222-9350

CLIENT NUMBER 39269-000
MATTER NUMBER 10003

SUNBEAM CORPORATION
THE COLEMAN COMPANY
2111 EAST 37TH STREET, NORTH
WICHITA, KANSAS 67219
ATTN: KENNETH BELL, ESQ.

NOVEMBER 9, 2001
INVOICE # 8825141

ANDERSON V. SUNBEAM

FOR PROFESSIONAL SERVICES RENDERED
THROUGH OCTOBER 31, 2001

\$61.50

DISBURSEMENTS

45.45

TOTAL INVOICE

\$106.95

PRIOR UNPAID INVOICES

Invoice No. 8795752-2, 3/20/01 (balance)

18,681.07

Invoice No. 8800762, 4/20/01 (balance)

23.50

Invoice No. 8806838, 6/18/01

462.21

TOTAL AMOUNT DUE

\$19,273.73

SUNBEAM CORPORATION
THE COLEMAN COMPANY
2111 EAST 37TH STREET, NORTH
WICHITA, KANSAS 67219
ATTN: KENNETH BELL, ESQ.

INVOICE # 382514
NOVEMBER 9, 2001

CLIENT NUMBER - 39269-000

FOR PROFESSIONAL SERVICES RENDERED
THROUGH OCTOBER 31, 2001

ANDERSON V. SUNBEAM

MATTER NUMBER - 1000

10/08/01	MK	0.30	61.50
		0.30	61.50

DISBURSEMENTS

8/23/01	Special Messenger Service	16.74
8/24/01	Special Messenger Service	11.14
9/19/01	Special Messenger Service	15.00
9/20/01	Long Distance Telephone	0.26
10/02/01	Long Distance Telephone	0.13
10/05/01	Long Distance Telephone	0.78
10/14/01	Photocopy	0.72
10/17/01	Postage	0.68
	TOTAL DISBURSEMENTS	45.45

INVOICE TOTAL

\$106.95

SUMMARY OF PROFESSIONAL SERVICES

ATTORNEY	HOURS	RATE	AMOUNT
MARGOT KLEIN	0.30	205.00	61.50
TOTAL	0.30		61.50

JAW OFFICES
JENNER & BLOCK, LLC

ONE IBM PLAZA
CHICAGO, ILLINOIS 60611
(312) 222-9380

CLIENT NUMBER 39269-000
MATTER NUMBER 10003

SUNBEAM CORPORATION
THE COLEMAN COMPANY
2111 EAST 37TH STREET, NORTH
WICHITA, KANSAS 67219
ATTN: KENNETH BELL, ESQ.

DECEMBER 10, 2002
INVOICE # 8871904

ANDERSON V. SUNBEAM

FOR PROFESSIONAL SERVICES RENDERED
THROUGH NOVEMBER 30, 2002

\$104.00

DISBURSEMENTS

50.03

TOTAL INVOICE

\$154.03

PRIOR UNPAID INVOICE

Invoice No. 8795752-2, 3/20/01 (balance)

14,632.62

TOTAL AMOUNT DUE

\$14,786.65

LAW OFFICES
JENNER & BLOCK, LLC
ONE 8M PLAZA
CHICAGO, ILLINOIS 60611
312) 222-9350

SUNBEAM CORPORATION
THE COLEMAN COMPANY
2111 EAST 37TH STREET, NORTH
WICHITA, KANSAS 67219
ATTN: KENNETH BELL, ESQ.

INVOICE # 387190

DECEMBER 10, 2002

CLIENT NUMBER - 39269-000

FOR PROFESSIONAL SERVICES RENDERED
THROUGH NOVEMBER 30, 2002

ANDERSON V. SUNBEAM

MATTER NUMBER - 1000

11/06/02	P.A.	1.30	104.00
		1.30	104.00

DISBURSEMENTS

4/23/02	Long Distance Telephone	0.13
5/10/02	In-City Transportation/DL(J&B)COURT	49.90
	TOTAL DISBURSEMENTS	50.03

INVOICE TOTAL

\$154.03

SUMMARY OF PROFESSIONAL SERVICES

ATTORNEY	HOURS	RATE	AMOUNT
PROJECT ASSISTANT	1.30	80.00	104.00
TOTAL	1.30		104.00

EXHIBIT "E"

Jerold S. Solovy
Clark C. Johnson
JENNER & BLOCK, LLC
One IBM Plaza
Chicago, IL 60611
(312) 222-9350

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

-----X
In re :
 : Chapter 11 Cases No.
SUNBEAM CORPORATION, :
 : 01-40291 (AJG)
Debtor. :
-----X

**CERTIFICATION UNDER GUIDELINES FOR FEES AND DISBURSEMENTS FOR
PROFESSIONALS IN RESPECT OF APPLICATION OF JENNER & BLOCK FOR
FINAL COMPENSATION AND REIMBURSEMENT OF EXPENSES**

I, Clark C. Johnson, hereby certify that:

1. I am a partner with the applicant firm, Jenner & Block, LLC (“Jenner & Block”), with responsibility 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 Monthly Compensation and Reimbursement of Expenses of Professionals (the “Administrative Order” and, collectively with the Local Guidelines and UST Guidelines, the “Guidelines”).

2. This certification is made in respect to Jenner & Block's third and final application, dated February 7, 2003 (the "Final Application"), for compensation and reimbursement of expenses for the period commencing October 1, 2001 to December 18, 2002 (the "Current Compensation Period") in accordance with the Guidelines.

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

- a. I have read the Final Application;
- b. 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;
- c. the fees and disbursements sought are billed at rates and in accordance with practices customarily employed by Jenner & Block and generally accepted by Jenner & Block's clients; and
- d. in providing a reimbursable service, Jenner & Block does not make a profit on that service, whether the service is performed by Jenner & Block in-house or through a third party.

4. In respect of section B.2 of the Local Guidelines and as required by the Administrative Order, I certify that Jenner & Block has, from October 1, 2001 through December 1, 2001, provided the Debtors, and other required parties, on a monthly basis, a statement of Jenner & Block's fees and disbursements accrued during the previous month, and that the statements contained lists of professionals and paraprofessionals providing services, their respective billing rates, the aggregate hours spent by each professional and paraprofessional, a general description of the services rendered, a reasonably detailed breakdown of the disbursements incurred, and an explanation of billing practices. Jenner & Block did not bill any time to the Debtors between December 1, 2001 to December 1, 2002. From December 1, 2002 through December 18, 2002, Jenner & Block billed negligible time, totaling \$154.03, and provided that statement directly to the Debtor.

5. In respect of section B.3 of the Local Guidelines, I certify that I sent, via Federal Express Overnight Delivery, a draft copy of this Final Application to the Debtor and the United States Trustee on February 3, 2003.

Dated: Chicago, Illinois
February 7, 2003



Clark C. Johnson