ORIGINAL

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	
	)	Chapter 11
	)	
TRANS WORLD AIRLINES, INC., *et al*[1/]	)	Case No. 01-0056
	)	
Debtor.	)	
	)	

FIFTH INTERIM AND FINAL APPLICATION FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES OF KATTEN MUCHIN ZAVIS AS SPECIAL ANTITRUST COUNSEL

Name of Applicant:	**KATTEN MUCHIN ZAVIS**
Authorized to Provide Professional Services to:	Debtor and Debtor-in-Possession
Date of Retention:	January 10, 2001 (effective)
Period for which Compensation and Reimbursement is Sought:	**Interim Application Period:** May 1, 2001- July 31, 2001[2/] **Final Application**: January 10, 2001- July 31, 2001
Interim Amount of Compensation Sought as Actual, Reasonable and Necessary:	$15,766.50
Final Amount of Compensation Sought as	$599,860.50

1/ The Debtors are the following entities: Trans World Airlines, Inc., Ambassador Fuel Corporation, LAX Holding Company, Inc., Mega Advertising Inc., Northwest 112th Street Corporation, The TWA Ambassador Club, Inc., Trans World Computer Services, Inc., Transcontinental & Western Air, Inc., TWA Aviation, Inc., TWA Group, Inc., TWA Standards & Controls, Inc., TWA Stock Holding Company, TWA-D.C. Gate Company, Inc., TWA-LAX Gate Company, Inc., TWA Logan Gate Co., Inc., TWA-NY/NJ Gate Company, Inc., TWA-Omnibus Gate Company, Inc., TWA-San Francisco Gate Company, Inc., TWA-Hangar 12 Holding Company, Inc., Ozark Group, Inc., TWA Nippon, Inc., TWA Employee Services, Inc., TWA Getaway Vacations, Inc., Trans World Express, Inc., International Aviation Security, Inc., Getaway Management Services, Inc., The Getaway Group (U.K.) Inc.

2/ Please note that the Interim Application Period includes compensation for services that were rendered and reimbursement of expenses that were incurred prior to May 1, 2001 but were not included in previous fee applications due to an accounting error. Therefore, Katten Muchin Zavis requests payment of said services and expenses during this Interim Application Period.

Actual, Reasonable and Necessary:

Interim Amount of Expense Reimbursement
Sought as Actual, Reasonable and Necessary: $34,659.96

Final Amount of Expense Reimbursement
Sought as Actual, Reasonable and Necessary: $62,794.24

This is: **The Fifth Interim and Final Application**

Previous Interim Fee Applications

Date Filed	Period Covered	Requested Fees & Expenses	Approved Amount	Holdback Amount
3/13/01	1/10/01-1/31/01	$120,291.60/$5,010.97	$120,291.20/$5,010.97	$30,072.90
5/04/01	2/01/01-2/28/01	$202,051.00/$13,150.44	$202,051.00/$13,150.44	$50,512.80
5/14/01	3/01/01-3/31/01	$125,459.20/$6,578.00	$125,459.20/$6,578.00	$31,364.80
6/13/01	4/01/01-4/30/01	$19,473.20/$3,394.87	$19,473.20/3,394.87	$4,868.30

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FOR THE DISTRICT OF DELAWARE

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TRANS WORLD AIRLINES, INC., *et al*[1/]	)	Case No. 01-0056
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FIFTH INTERIM AND FINAL APPLICATION FOR ALLOWANCE OF COMPENSATION AND REIMBURSEMENT OF EXPENSES OF KATTEN MUCHIN ZAVIS AS SPECIAL ANTITRUST COUNSEL FOR THE DEBTORS AND DEBTORS-IN-POSSESSION

The law firm of Katten Muchin Zavis ("*KMZ*") submits this Fifth Interim and Final Application for Allowance of Compensation and Reimbursement of Expenses (the "*Application*") for professional services rendered and costs incurred by KMZ, as special antitrust counsel for Trans World Airlines, Inc., and the affiliated debtors, debtors and debtors-in-possession herein (collectively, "*TWA*," the "*Company*" or the "*Debtors*"), for the period from May 1, 2001 through and including July 31, 2001 (the "*Interim Application Period*") and for final allowance of compensation and reimbursement of expenses for the period from January 10, 2001 through and including July 31, 2001 (the "*Final Application Period*").

1/ The Debtors are the following entities: Trans World Airlines, Inc., Ambassador Fuel Corporation, LAX Holding Company, Inc., Mega Advertising Inc., Northwest 112th Street Corporation, The TWA Ambassador Club, Inc., Trans World Computer Services, Inc., Transcontinental & Western Air, Inc., TWA Aviation, Inc., TWA Group, Inc., TWA Standards & Controls, Inc., TWA Stock Holding Company, TWA-D.C. Gate Company, Inc., TWA-LAX Gate Company, Inc., TWA Logan Gate Co., Inc., TWA-NY/NJ Gate Company, Inc., TWA-Omnibus Gate Company, Inc., TWA-San Francisco Gate Company, Inc., TWA-Hangar 12 Holding Company, Inc., Ozark Group, Inc., TWA Nippon, Inc., TWA Employee Services, Inc., TWA Getaway Vacations, Inc., Trans World Express, Inc., International Aviation Security, Inc., Getaway Management Services, Inc., The Getaway Group (U.K.) Inc.

Introduction

1. On January 10, 2001 (the "*Petition Date*"), the Debtors commenced their reorganization cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "*Bankruptcy Code*"). The Debtors continue to operate their businesses and manage their property as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. On or about January 18, 2001, the Office of the United States Trustee (the *"UST"*) appointed an official committee of unsecured creditors (the *"Creditors' Committee"*). No trustee or examiner has been appointed in these cases.

3. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Motion is a core proceeding pursuant to 28 U.S.C. §157(b)(2).

4. The statutory predicates for the relief requested herein are sections 330, 331 and 503(b)(1)(A) of the Bankruptcy Code and Rule 2016 of the Federal Rules of Bankruptcy Procedure (the "*Bankruptcy Rules*").

Retention of KMZ

5. On January 10, the Debtors filed their Application Pursuant to Fed R. Bankr. P. 2014(a) for Order Pursuant to Section 327(e) of the Bankruptcy Code Authorizing the Employment and Retention of Katten Muchin Zavis as Special Antitrust Counsel for the Debtors (the "*KMZ Retention Application*"). A true and correct copy of the KMZ Retention Application is attached hereto and incorporated herein as Exhibit A. Objections to the KMZ Retention Application were due by January 23, 2001, and if objections were received by that date, a hearing

on the KMZ Retention Application was set to be held on January 23, 2001. No objections were filed on or before January 23, 2001.

6. KMZ was initially retained by the Debtors in the fall of 2000 as special antitrust counsel. Among the many legal services provided prepetition, KMZ responded to a civil investigative demand by the United States Department of Justice on the Debtors' behalf. The KMZ Retention Application generally sought to employ KMZ to render professional services relating to antitrust issues and all related matters arising during these chapter 11 cases. Specifically, KMZ was retained to provide the Debtors legal services including, but not limited to:

(a) advising the Debtors with respect to antitrust issues;

(b) attending meetings and negotiating with creditors, competitors and other parties in interest regarding antitrust issues;

(c) preparing certain motions, applications, answers, orders reports, and papers necessary to address antitrust issues;

(d) appearing before this Court, any appellate courts, any antitrust regulators or antitrust enforcers, and the United States Trustee and protecting the interests of the Debtors' estates before such Courts and the United States Trustee regarding antitrust issues; and

(e) performing all other necessary legal services and providing all other necessary legal advice to the Debtors in connection with these Chapter 11 cases regarding antitrust issues.

Interim Compensation Procedure

7. By its Order Under Sections 105(a) and 331 of the Bankruptcy Code Establishing Procedures for Interim Compensation of Professionals and Official Committee Members, dated January 10, 2001 (the "*Interim Compensation Order*"), this Court established a procedure whereby

professionals, in order to be compensated for their services, should file with this Court a monthly application (the "*Fee Application*") for interim approval and allowance pursuant to section 331 of the Bankruptcy Code for professional services rendered and reimbursement of expenses incurred during the relevant compensation period. Pursuant to the Interim Compensation Order, a party-in-interest may object to any portion of that Fee Application no later than twenty (20) days after the date of service. If no objection is timely filed, the professional filing the fee application should submit with the Court a certificate of no objection after which the Debtors are authorized to pay the professional an amount (the "*Actual Interim Payment*") equal to the lesser of (i) 80 percent of the fees and 100 percent of the expenses requested in the Fee Application (the "*Maximum Interim Payment*") and (ii) 80 percent of the fees and 100 percent of the expenses not subject to an objection. Beginning with the period January 10 through March 31, 2001, each of the professionals was required to file an "Interim Fee Application Request" for interim Court approval and allowance of the compensation and reimbursement sought in the Fee Applications filed during such period. The first Interim Fee Application Request was due by May 15, 2001. A true and correct copy of the Interim Compensation Order is attached hereto and incorporated herein as Exhibit B.

8. On March 13, 2001, KMZ filed the First Interim Application for Allowance of Compensation and Reimbursement of Katten Muchin Zavis as Special Antitrust Counsel for the Debtors and Debtors-In-Possession (the "*First Interim Fee Application*") pursuant to the requirements set forth in the Interim Compensation Order for the Period January 10, 2001 through and including January 31, 2001. KMZ received no objections to the First Interim Fee Application and on May 3, 2001, submitted to this Court a Certificate of No Objection.

9. On May 3, 2001, KMZ filed the Second Interim Application for Allowance of Compensation and Reimbursement of Katten Muchin Zavis as Special Antitrust Counsel for the Debtors and Debtors-In-Possession (the "*Second Interim Fee Application*") pursuant to the requirements set forth in the Interim Compensation Order for the Period February 1, 2001 through and including February 28, 2001. After discussions with the United States Trustee, KMZ filed with this Court an Amended Certificate of No Objection (the "*Second Certificate*") on or about June 11, 2001. Pursuant to the Second Certificate, KMZ reduced its requested expense reimbursement by $660.44.

10. On May 14, 2001, KMZ filed the Third Interim Application for Allowance of Compensation and Reimbursement of Katten Muchin Zavis as Special Antitrust Counsel for the Debtors and Debtors-In-Possession (the "*Third Interim Fee Application*") pursuant to the requirements set forth in the Interim Compensation Order for the Period March 1, 2001 through and including March 31, 2001. After discussions with the United States Trustee, KMZ filed with this Court an Amended Certificate of No Objection (the "*Third Certificate*") on or about June 22, 2001. Pursuant to the Third Certificate, KMZ reduced its requested expense reimbursement by $472.60.

11. On June 11, 2001, KMZ filed the Fourth Interim Application for Allowance of Compensation and Reimbursement of Katten Muchin Zavis as Special Antitrust Counsel for the Debtors and Debtors-In-Possession (the "*Fourth Interim Fee Application*") pursuant to the requirements set forth in the Interim Compensation Order for the Period April 1, 2001 through and including April 30, 2001. KMZ received no objections to the Fourth Interim Fee Application and on July 3, 2001, submitted to this Court a Certificate of No Objection.

Relief Requested

12. By this Application, KMZ requests, pursuant to sections 330, 331 and 503(b)(1)(A) of the Bankruptcy Code, Bankruptcy Rule 2016, and the Interim Compensation Order, (a) interim compensation in the amount of $12,613.20 for the actual, reasonable, and necessary legal services rendered by KMZ on the Debtors behalf and $34,659.96 for actual, reasonable, and necessary costs and expenses incurred by KMZ on the Debtors' behalf; (b) final allowance of $599,860.50 in compensation for the actual, reasonable, necessary legal services during the Final Application period including $119,972.10 in hold-back amounts[2/] (the "*Hold-Back Amounts*") for services rendered but not billed to the Debtors, and reimbursement of $62,794.24 for the actual, reasonable, and necessary expenses incurred during the Final Application Period.

Value of Services Rendered

13. Section 330(a) of the Bankruptcy Code provides, in pertinent part, that:

> the court may award... reasonable compensation for actual, necessary services rendered by the... attorney and by any paraprofessional person... and... reimbursement for actual, necessary expenses.... 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 [the Bankruptcy Code]; (D) whether the services were performed within a reasonable

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2/ Pursuant to the Interim Compensation Order, the Debtors are authorized to pay 80 percent of the fees requested in a Fee Application not subject to an objection. The remaining 20 percent of the requested fees are held back by the professional until the Court awards interim or final allowance and approval of the fees charged by the professional.

> 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.

14. In evaluating the services rendered by KMZ, the Court should ascertain whether or not such services were rendered and billed in accordance with the established market for legal services in matters similar to those encountered by KMZ. *Mann v. McCombs (In re McCombs)*, 751 F.2d 286, 288 (8th Cir. 1984) (Section 330 "is meant to encourage high standards of professional legal practice in the bankruptcy courts.... Bankruptcy courts must consider whether the fee awards are commensurate with fees for professional services in non-bankruptcy cases, thus providing sufficient economic incentive to practice in bankruptcy courts."). KMZ staffed these cases, and charged hourly rates, no differently than KMZ would in representing any other client. Moreover, KMZ consistently and consciously made every reasonable effort to represent the Debtors in the most economical, efficient, and practical manner.

15. KMZ has conscientiously attempted to avoid duplicative representation of the Debtors, both internally and with the attorneys of Kirkland & Ellis and Pulchaski, Stang, Ziehl, Young, & Jones, the Debtors' general bankruptcy co-counsel.

16. KMZ's hourly rates of compensation for attorneys and paraprofessionals during the Application Period range from $80 to $495.00. KMZ's hourly rates of compensation for attorneys and paraprofessionals during the Final Application Period ranged from $65 to $495.00. KMZ staffed these cases and charged hourly rates no differently than KMZ would have in representing any other client. Those rates are comparable to rates charged by other practitioners having the

same amount of experience, expertise, and standing for similar services in comparable chapter 11 cases.

17. In these chapter 11 cases, KMZ performed services at the highest skill level while serving the Debtors in an efficient and professional manner. KMZ attorneys charged fees that are customary in similar cases, worked under severe time constraints on numerous occasions, obtained excellent results, utilized attorneys having the utmost of experience and ability, and certain key KMZ attorneys devoted time to these cases to the exclusion of other matters. Whenever possible, KMZ attorneys utilized the assistance of junior attorneys and paraprofessionals.

18. Given the nature and quality of the services rendered, the time constraints imposed on KMZ, the interests at stake, the amounts involved, the responsibility assumed by KMZ, the delay in payment of KMZ's fees and expenses and the experience, ability, and standing of the attorneys involved, the compensation requested for legal services rendered during the both the Interim and Final Application Periods is a reasonable amount that should be allowed in full. Likewise, the out-of-pocket expenses incurred during the Interim and Final Application Periods are reasonable and should be allowed in full. KMZ submits that its services were actually rendered and necessary to the Debtor and to its estate. Through the efforts of KMZ attorneys and professionals, the Debtors were able to obtain the approval of U.S. Government and international antitrust regulators for the sale of their assets to American Airlines. This sale not only generated great returns for the Debtors' creditors, it enabled thousands of people to remain employed and kept vital airline services available to the public.

Amounts Requested

19. KMZ has reviewed its time entries and endeavored to place all such entries into discrete billing categories, according to the task performed.[3] During the Interim Application Period, KMZ rendered a total of 76.80 hours of legal and paraprofessional services to the Debtor having an aggregate value of $15,766.50. During the Final Application Period, KMZ rendered a total of 1,977.70 hours of legal and paraprofessional services to the Debtor having an aggregate value of $599,860.50.

20. The following is a separate description of KMZ's two billing categories for this case. A detailed summary of time is attached hereto and incorporated herein as Exhibit C, which detailed summary contains for both the Interim and Final Application Periods: (a) detailed descriptions of all services rendered in the above category; (b) the timekeeper, date, and amount of time expended in the category; (c) the total time and value of services rendered in the category; and (d) a summary chart setting forth each attorney who rendered services, their total time, and the total dollar value. For the sake of convenience, expenses have been classified separately, and are discussed in detail below.

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[3] KMZ has reviewed its time entries to ensure that the Debtor and KMZ have not waived any privileges. By this Application, KMZ does not intend to waive any such privileges. KMZ reserves any and all such rights to assert the attorney-client, attorney work product, or any other privilege at any time in this case or any controversy herein.

TWA Bankruptcy-Antitrust

21. KMZ expended 19.20 hours having a value of $4,161.50[4/] in connection with its antitrust representation of the Debtors during the Interim Application Period. Specifically, KMZ researched and advised the Debtors with respect to antitrust and airline industry issues, prepared regulatory filings on behalf of the Debtors, and responded to inquiries from and prepared and presented information to the Israel Antitrust Authority. The following is a summary of the time devoted, and charges incurred, by each KMZ attorney and paraprofessional in this category for the Interim Application Period:

Name	Interim Application Period Hours	Interim Application Period Fees Incurred	Final Application Period Hours	Final Application Period Fees Incurred
Appel, Brendan R.	0	$0.00	129.6	$22,680.00
Ashe, Ed	0	$0.00	5.5	$357.50
Butman, Megan	0	$0.00	0.2	$28.00
Carpenter, John A.	0	$0.00	3.4	$442.00
Chefitz, Joel G.	0.2	$99.00	528.6	$261,657.00
Collard, Margaret J.	0	$0.00	0.5	$72.50
Costello, Kelly L.	0	$0.00	91.2	$19,608.00
Dahlin, Bryna J.	1.8	$315.00	1.8	$315.00
Guizzetti, Brett T.	0	$0.00	1.3	$149.50
Karsh-Fogel, Tamar T.	0	$0.00	9.4	$1,645.00
Kemnitz, Christian T.	7.4	$2,035.00	174.6	$48,015.00

4/ Please note that due to an accounting error, 15.90 hours having a value of $3,298.00 was omitted in the previous fee application. Therefore, we are requesting payment of said services during this Interim Application Period.

Name	Interim Application Period Hours	Interim Application Period Fees Incurred	Final Application Period Hours	Final Application Period Fees Incurred
Konrath, Adriane	0	$0.00	0.5	$37.50
Kramer, Kristine L.	0	$0.00	0.6	$129.00
Larkin, Ann	0	$0.00	3.6	$702.00
Libowsky, Stephen D.	0	$0.00	2.5	$1,062.50
Martin, Laura K.	1.7	$595.00	277.7	$97,195.00
Marwil, Jeff J.	0	$0.00	1	$495.00
Medina, Dominic	0	$0.00	13.5	$1,215.00
Olson, Marisa R.	7.3	$985.50	129	$17,415.00
Rossing, Carl	0	$0.00	21.9	$1,642.50
Roth, Bryna J.	0	$0.00	113	$19,775.00
Schechter, Benay	0	$0.00	0.2	$43.00
Streicher, Susan	0	$0.00	2.8	$364.00
Sullivan, Lisa	0	$0.00	251.3	$61,568.50
Valek, Kimberly A.	0	$0.00	22.2	$3,108.00
Warren, Patricia	0.8	$132.00	45.1	$7,441.50
Weissman, Andrew E.	0	$0.00	18.6	$3,255.00
Wight, Linda J.	0	$0.00	0.6	$216.00
Total	19.2	$4,161.50	1850.2	$570,634.00

TWA Bankruptcy–Fee Application

22. KMZ expended 57.60 hours having a value of $11,605.00 in connection with this category during the Interim Application Period. This category includes winding-up of KMZ's antitrust representation of TWA, reviewing billing procedures, administrative orders and the local

rules with respect to billing, communications with the United States Trustee with respect to fees and expenses charged by KMZ, the preparation of fee applications and other fees related to the fee collection and billing during the pendency of these cases. The following is a summary of the time devoted, and charges incurred, by each KMZ attorney and paraprofessional in this category during the Interim Application Period:

Name	Interim Application Period Hours	Interim Application Period Fees Incurred	Final Application Period Hours	Final Application Period Fees Incurred
Chefitz, Joel G.	5.3	$2,623.50	30.9	$15,295.50
Gomez, Teresa	1	$80.00	1	$80.00
Kemnitz, Christian T.	0	$0.00	2.4	$660.00
Jawor, Michelle	1.9	$256.50	7.1	$958.50
Weissman, Andrew E.	49.4	$8,645.00	69.9	$12,232.50
Total:	57.6	$11,605.00	127.5	$29,226.50

Expenses Incurred

23. The actual and necessary expenses expended by KMZ during the Interim Application Period for which reimbursement is requested amount to $34,659.96[5]. Detailed itemizations of all of the expenses incurred during the Interim and Final Application Periods may be found as part of Exhibit D. Below is a chart detailing each category of Expenses and the interim amounts incurred during these cases:

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[5] Please note that due to an accounting error, $32,991.28 worth of disbursements were omitted in previous fee applications. Most of these expenses related to outside copy costs incurred pursuant to a document request from the Department of Justice and to various travel expenses. Therefore, we are requesting payment of said expenses during the Interim Application Period.

CATEGORY	AMOUNT
Outside Copy Costs	$24,829.05
Airfare	$5,580.55
Travel/Meals/Lodging	$1,111.42
Overnight Courier	$983.16
In-house Photocopy Costs	$933.15
Telephone	$283.83
Data Base Research Costs	$272.61
Local Trans – Cab, Limo & Parking	$258.65
Business Meals	$247.10
Miscellaneous Costs	$128.00
Postage Costs	$32.44
TOTAL	**$34,659.96**

24. Below is a descriptions of the categories of expenses incurred during the Interim and Final Application Periods:

(1) Outside Copying Costs: Where a large copy job may be more efficiently conducted by an outside copying service, such a service is used. Copy services are able to complete large copy jobs in a more timely fashion and are more cost effective for the clients. KMZ seeks interim allowance of expenses incurred for outside photocopy costs in the amount of $24,829.05.

(2) Airfare: KMZ seeks interim allowance for expenses incurred for airfare in the amount of $5,580.55.

(3) Travel, Meals & Lodging: KMZ seeks interim allowance for expenses related to travel, meals and lodging in the amount of $1,111.42.

(4) Overnight Courier: KMZ seeks interim allowance for expenses incurred for air express, shipping, etc. in the amount of $983.16. The exigency of certain situations require the occasional use of overnight delivery services to parties located outside of the Chicago metropolitan area. These charges were necessary to the proper representation of the Debtor, and were only used when ordinary mail would not suffice. KMZ makes no profit on these expenses.

(5) In-house Photocopy Costs: KMZ seeks interim allowance for expenses incurred for in-house photocopy costs in the amount of $933.15. In order to properly attribute in-house photocopies to each client, KMZ maintains a record of copy charges made through a computerized system. This procedure requires the operator to key in a client's code number on a keypad attached to the copier. In this fashion, the copies are not considered "overhead," the cost of these copies is not factored into KMZ's hourly rates, and clients are therefore not expected to pay for copies made on behalf of other clients. KMZ charges the Debtors fifteen cents per page for in-house photocopy charges.

(6) Long Distance Telephone Calls: KMZ seeks interim allowance for expenses for long distance telephone calls in the amount of $283.83. KMZ does not charge its clients for local telephone usage, as these charges are considered "overhead" costs. However, in order to properly attribute long distance telephone calls to each client, KMZ maintains a record of long distance telephone call charges made through a computerized system. This procedure requires the caller to key in a client's code number when initiating the call. In this fashion, the long distance calls are not considered "overhead," the costs of these calls is not factored into KMZ's hourly rates, and clients are therefore not expected to pay for long distance calls made on behalf of other clients. KMZ makes no profit on long distance telephone expenses.

(7) Westlaw & Related Research: KMZ seeks interim reimbursement in the amount of $272.61 for expenses related to research conducted on Westlaw and other computerized databses. KMZ uses computerized research services such as Westlaw or Lexis to research legal issues and uses services such as CourtLink to obtain documents filed with courts. Both types of services are necessary and allow KMZ to reduce costs. CourtLink allows court documents to be obtained without the necessity of a trip to the appropriate courthouse; Westlaw allows KMZ to reduce the time expended in researching complex areas of the law, thus saving attorneys' billable hours. Even the most experienced attorney must conduct research to evaluate changes in the law, to address new issues, or to refresh the attorney's recollection.

(8) Local Travel: KMZ seeks interim allowance for expenses incurred in this category in the amount of $258.65. During the Interim and Final Application Periods, KMZ attorneys or paraprofessionals were required to work late hours or on weekends to meet deadlines. Because of KMZ's location in the Chicago business district, to ensure the individual's safety and for efficiency, taxi, parking costs or meal expenses are incurred. Allowing for this procedure in exigent circumstances permits KMZ to limit the number of professionals and paraprofessionals working on each case, thus reducing the duplication of services and the requirement for individuals to "get up to speed" on each matter.

(9) Business Meals: KMZ seeks interim allowance for expenses incurred in this category in the amount of $247.10.

(10) Miscellaneous Costs: KMZ seeks interim allowance in the amount of $128.00 for miscellaneous costs and expense.

(11) Postage Costs: KMZ seeks interim allowance of expenses incurred for postage costs in the amount of $32.44.

Summary and Conclusion

25. KMZ requests compensation in the amount of $12,613.20 for the actual, reasonable, and necessary legal services rendered during the Interim Application Period, which amount is 80% of the total value of the legal services rendered during the Application Period. In addition KMZ requests $34,659.96 for actual, reasonable, and necessary costs and expenses incurred by KMZ on the Debtors' behalf during the Interim Application Period. KMZ seeks final allowance in the amount of $599,860.50 for the actual, reasonable, and necessary legal services rendered during the Final Application Period which amount includes compensation for legal services rendered during the Interim Application Period and all Hold-Back Amounts. In addition, KMZ seeks final allowance in the amount of $62,794.24 for actual, reasonable, and necessary costs and expenses incurred by KMZ for the Debtors during the Final Application Period.

26. The rates of compensation for attorneys and supporting paraprofessionals, and the expenses incurred by KMZ, are customary and ordinary rates, fees, and expenses charged by KMZ in matters of this type. All services and expenses for which KMZ requests compensation and reimbursement were performed and incurred for and on behalf of the Debtors. All services and expenses for which KMZ requests compensation and reimbursement benefitted the Debtors' bankruptcy estates.

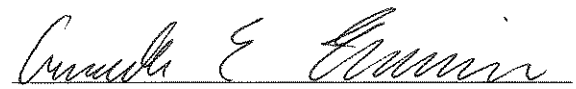
27. No agreement or understanding exists between KMZ and any other person for sharing of compensation which has been or will be received, except such sharing as is customary and generally accepted among attorneys within a law firm. No agreement or understanding,

express or implied, has been or will be entered into for purposes 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 herewith in the assets of the estate contrary to the provisions of the Bankruptcy Code. KMZ at all times acted pursuant to the instructions of its client and KMZ consistently and conscientiously attempted to handle all matters in the most efficient and economic manner possible.

WHEREFORE, KMZ respectfully requests that this Court enter an order (a) authorizing compensation of KMZ for services rendered during the Interim Application Period to the Debtor in the amount of $12,613.20; (b) authorizing reimbursement of KMZ for costs and expenses incurred in rendering such services to the Debtor in the amount of $34,659.96; (c) granting final allowance for services rendered during the Final Application Period in the amount of $599,860.50; (d) granting final allowance in the amount of $62,794.24 for all expenses incurred by KMZ on behalf of the Debtors; and (e) such further and other relief as the Court deems just and proper.

Dated: August 30, 2001

KATTEN MUCHIN ZAVIS

By: 

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