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6 Special Hong Kong Litigation Counsel for
Debtor and Debtor in Possession
7

8 **UNITED STATES BANKRUPTCY COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **OAKLAND DIVISION**

11 In re

12 **PREDIWAVE CORPORATION**
13 a California corporation

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16 Fed. Tax I.D. No. 77-0494328,

17 Debtor.
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Case No.: 06-40547-RJN

Chapter 11

**FIRST AND FINAL FEE APPLICATION
OF ALLEN & OVERY, AS SECTION
327 (e) SPECIAL HONG KONG
LITIGATION COUNSEL FOR THE
DEBTOR, FOR ALLOWANCE OF
COMPENSATION FOR PROFESSIONAL
SERVICES RENDERED AND
REIMBURSEMENT OF EXPENSES
INCURRED FROM AUGUST 17, 2006
THROUGH FEBRUARY 18, 2007**

Hearing

Date: (To Be Announced)

Time:

Place:

1 Overy’s out-of-pocket expenses incurred in connection with the rendering of such services
2 during the Fee Period in the amount of \$57,393.45; (b) permitting Allen & Overy to apply
3 the Retainer (as defined below) in the amount of \$19,900 to the unpaid amount of
4 compensation and expenses requested to be paid in this Final Fee Application; and (c)
5 directing payment to Allen & Overy of \$202,910.15, which represents the sum of
6 \$202,810.15 (amounts unpaid with respect to the Final Fee Period) and \$20,000 (estimated
7 for fees and expenses incurred in connection with the preparation, filing, and prosecution of
8 this Final Fee Application), less \$19,900 (the Retainer).

9 This Final Fee Application is made pursuant to the “Guidelines for Compensation and
10 Expense Reimbursement of Professionals and Trustees” for the United States Bankruptcy
11 Court, Northern District of California, (the “Compensation Guidelines”), and Bankruptcy
12 Local Rule 9029-1. The relief sought in this Final Fee Application is based upon Section
13 330 of the Bankruptcy Code and Bankruptcy Rule 2016. This Court has subject matter
14 jurisdiction pursuant to Section 1334 of Title 28 of the United States Code. This Final Fee
15 Application constitutes a core proceeding under Sections 157(b)(2)(A) and (B) of Title 28 of
16 the United States Code. Venue of this proceeding and this Final Fee Application is proper in
17 this District pursuant to 28 U.S.C. §§ 1408 and 1409.

18 This Final Fee Application has been served on the Office of the United States Trustee
19 (the “U.S. Trustee”) as well as the parties who have requested special notice in this case. As

21 case, such fees as Allen & Overy is requesting in connection with the preparation of its Final Fee Application are
22 reasonable, actual and necessary. Such circumstances, namely that Allen & Overy’s retention was authorized under
23 Section 327(e) for the special, limited purpose of defending the Debtor in a highly complex, yet vital discovery
24 dispute, occurring almost entirely in a foreign country, as part of a litigation which has the potential to wipe out
25 most, if not all, of the assets of the estate, warrant granting Allen & Overy’s fees in preparing its Final Fee
26 Application, even in excess of the 5% rule as adopted by bankruptcy courts within this District. Moreover, fees and
27 expenses incurred in connection with preparation of a fee application are clearly compensable under Section 330,
28 especially in light of the fact that such fee applications are required to be prepared by professionals in bankruptcy
cases. See, e.g., In re Nucorp Energy, Inc., 764 F.2d 655, 659, 662 (9th Cir. 1985) (noting that “[t]o require counsel
to devote considerable time to the preparation of fee applications, but to demand that they absorb the substantial
costs associated therewith, would be to ignore the direct mandate of section 330(a) that reasonable compensation be
provided for all ‘actual, necessary’ services rendered by bankruptcy counsel” and holding that “bankruptcy counsel
are entitled to compensation for the time and effort spent in preparing fee applications.”); 11 U.S.C. §330(a)(6)
 (“Any compensation awarded for the preparation of a fee application shall be based on the level and skill reasonably
required to prepare the application.”); see also, Collier on Bankruptcy ¶ 330.04[5] (Alan N. Resnick & Henry J.
Sommer, eds., 2006) (“Section 330(a)(6) represents a codification of *Nucorp Energy* . . .”).

1 stated in the Certification of Hugh M. McDonald, annexed hereto as Exhibit “2”, all of the
2 services for which final allowance and award of compensation are sought herein were
3 rendered solely in connection with the Hong Kong Proceedings (as further defined below),
4 the special, limited purpose for which Allen & Overy was retained pursuant to the A&O
5 Retention Order.

6 II. BACKGROUND

7 On April 14 (the “Petition Date”), PrediWave commenced this case by filing a
8 voluntary petition for relief under chapter 11 of the Bankruptcy Code. An official committee
9 of unsecured creditors (the “Committee”) was appointed on May 3, 2006. The Debtor
10 continues to operate its business and manage its affairs pursuant to Sections 1107(a) and
11 1108 of the Bankruptcy Code.

12 Since the Petition Date, involuntary proceedings have been commenced with respect
13 to certain affiliates of the Debtor.

14 As of the date of this Final Fee Application, no trustee or examiner has been
15 appointed in this case.

16 On September 20, 2006, the Debtor filed its application pursuant to Section 327(e) of
17 the Bankruptcy Code for an Order Authorizing Employment of Allen & Overy as Special
18 Hong Kong Litigation Counsel (as of August 17, 2006); and Declaration of Angus Ross in
19 Support Thereof (the “A&O Retention Application”) in which the details of the Hong Kong
20 Proceedings (as defined and further discussed below) and need for Allen & Overy’s retention
21 as Special Hong Kong Litigation Counsel were set forth in detail.

22 On September 22, 2006, this Court signed the A&O Retention Order which approved
23 the A&O Retention Application and authorized the Debtor to retain Allen & Overy as
24 Special Hong Kong Litigation Counsel, *nunc pro tunc* to August 17, 2006, for the limited
25 purpose and on the terms set forth in the A&O Retention Application.

26 As fully disclosed in the A&O Retention Application, the Debtor paid a retainer (the
27 “Retainer”) of \$19,900 to Allen & Overy in or around September 2004 (A&O Retention
28 App. p. 9), the full amount of which presently remains in a client trust account. By this Final

1 Fee Application, Allen & Overy seeks permission from this Court to apply the balance of the
2 Retainer to the amount of outstanding fees which are owed to it by the Debtor for the fees
3 and expenses incurred after the Fee Period.

4 Allen & Overy is a large, full service law firm with offices in over twenty-five
5 countries around the globe, and has significant experience representing entities in large
6 complex bankruptcy and insolvency proceedings, as well as out-of-court restructurings. The
7 compensation requested herein is based on customary market rates in Hong Kong and the
8 United States. Moreover, the Debtor has reviewed the invoices presented herein through
9 January 24, 2007 and has stated that it does not object to the fees and disbursements of Allen
10 & Overy which have thus far been invoiced (but not paid) as being reasonable, necessary,
11 and in the best interests of the estate.

12 **III. SUMMARY OF THE ALLEN & OVERY ENGAGEMENT**

13 As more fully set forth in the A&O Retention Application, Allen & Overy has
14 represented the Debtor since September 2004 in connection with certain matters relating to
15 the case of PrediWave Corporation v. Jimmy Li and Fu Sze Shing, in Los Angeles County
16 Superior Court, Case No. BC319755 (the "Los Angeles Action") as well as the case of New
17 World TMT Ltd. v. PrediWave Corp. et al., Santa Clara Superior Court Case No. 104
18 CV020369 (the "Santa Clara Action" and together with the Los Angeles Action, the "State
19 Court Actions"). Prediwave is one of ten defendants in the Santa Clara Action.² Allen &
20 Overy has assisted the Debtor and Latham & Watkins LLP ("Latham & Watkins"), its U.S.
21 litigation counsel, in obtaining evidence and documents located in Hong Kong for use in the
22 State Court Actions and has represented the Debtor in connection with certain proceedings in
23 Hong Kong (the "Hong Kong Proceedings") relating to certain discovery disputes arising out
24 of the State Court Actions. The facts and circumstances relating to Allen & Overy's
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27 ² The other nine defendants in the Santa Clara Action are: CyberLancet Corporation; CyberNova Corporation;
28 TechStock Corporation; WarpEra Corporation, Visionaire Technology Corporation; S.T.U.B. SATentertainment,
Incorporated; Athena Database, Incorporated; Pine Global Marketing Limited; and Jianping "Tony" Qu
(collectively, the "Other Defendants").

1 representation of the Debtor in the pre-petition period, arising out of the State Court
2 litigations and pertaining to the Hong Kong Proceedings, are fully set forth in the A&O
3 Retention Application and are incorporated as if set forth in their entirety herein.

4 By way of background, the disputes that gave rise to the Hong Kong Proceedings
5 relate to the bulk purchase of memory modules by PrediWave for its set-top boxes in 2000-
6 2001. PrediWave had previously purchased the memory modules from Modern Office
7 Technologies (“MOT”) and, in turn, resold the memory modules to New World TMT
8 Limited (“New World”). New World alleged that MOT was a “dummy” corporation run by
9 Jianping “Tony” Qu, the President of PrediWave and the Other Defendants in the Santa
10 Clara Action, in order to defraud New World, and that Mr. Qu thereby derived economic
11 benefit from the MOT transactions. In order to prove such allegations, New World sought
12 financial information as to MOT’s bank account at the Hongkong and Shanghai Banking
13 Corporation (“HSBC”) in Hong Kong.³

14 Since the Petition Date, and also as fully set forth in the A&O Retention Application,
15 by order dated March 3, 2006 (the “March 3 Order”), Master Lung of the High Court of
16 Hong Kong approved an *ex parte* application of New World for an order compelling HSBC
17 to produce documents and bank records relating to MOT. After the issuance of the March 3
18 Order by the Hong Kong High Court, Allen & Overy prepared an application for an order
19 setting aside and/or varying the terms of the March 3 Order. Prediwave sought to set aside in
20 the Hong Kong Proceedings the March 3 Order on the grounds that, among other things, in
21 light of the fact that the Santa Clara Action would be a jury trial, the probative value of such
22 evidence, if any, would be greatly outweighed by the prejudicial impact on the case.

23 A hearing on Allen & Overy’s application to set aside the March 3 Order took place
24 on April 19, 2006, five days after the Debtor’s Petition Date. At the conclusion of the
25 hearing, Judge Chan took the matter under submission. On August 18, 2006, the court in
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27 ³ Terms used but not defined herein shall have those meanings associated with them in the A&O Retention Application,
28 (docket no. 286).

1 Hong Kong issued a judgment in favor of New World (the “August 18 Judgment”). Allen &
2 Overy, on behalf of the Debtor, appealed the August 18 Judgment (the “Hong Kong
3 Appeal”) and sought a stay of the judgment pending resolution of the Hong Kong Appeal.
4 Judge Chan granted the stay of judgment and stayed any enforcement of the March 3 Order
5 through September 28, 2006, pending a decision from the Court of Appeal of HKSAR (the
6 “HK Court of Appeal”) as to when it would hear the Debtor’s appeal. In the interim and
7 before September 28, 2006, Paul, Hastings, Janofsky & Walker LLP (“Paul Hastings”) as
8 counsel for New World arranged for the examination of a proper officer from HSBC to take
9 place on September 28, 2006, subject to any decision of the HK Court of Appeal. It was
10 agreed between the parties and HSBC that HSBC would not produce any documents
11 pursuant to the March 3 Order (as amended by the 18 August Judgment) until 28 September,
12 2006 or further order of the HK Court of Appeal.

13 Subsequently, the HK Court of Appeal indicated that it would hear the appeal on
14 September 21, 2006. The hearing on the Hong Kong Appeal, lasting two days, took place on
15 September 21, 2006. The HK Court of Appeal determined (pending delivery of its judgment
16 on the appeal) that no production of documents or examination should take place relating to
17 un-named bank accounts held by MOT at HSBC, but rather should be limited to the specific
18 bank account, whose number was set out in documents disclosed in the Santa Clara Action.
19 At the close of the Hong Kong Appeal, Allen & Overy communicated with the HK Court of
20 Appeal to request that the Court reconsider its decision allowing the limited production of
21 documents to proceed, but the HK Court of Appeal denied this request and HSBC was thus
22 ordered to produce documents on September 28, 2006 and directed to designate an officer to
23 be deposed regarding the authenticity and provenance of the documents so provided.

24 On September 28, Allen & Overy attended and participated in the examination of the
25 HSBC officer in Hong Kong and made certain submissions at the deposition which stated
26 that the documents were being provided notwithstanding that the matter was still under
27 appeal. The documents provided by HSBC at that deposition indicated that there was a
28 connection between MOT and Mr. Qu, something which had previously been refuted by Mr.

1 Qu. Allen & Overy subsequently withdrew its appeal on behalf of the Debtor.
2 Notwithstanding the withdrawal, the HK Court of Appeal issued a judgment dismissing the
3 appeal, except for certain categories of documents which related to the un-named bank
4 accounts.

5 In light of the documents obtained from MOT and Mr. Qu's admission, Allen &
6 Overy also filed certain corrective affidavits to correct any previous assertion that had been
7 made in affidavit form by Latham & Watkins.

8 The preceding summary of the services rendered during the Fee Period is not intended
9 to be a detailed description of the work performed, as descriptions of those day-to-day
10 services and the time expended in performing such services is contained within the narrative
11 portion of the time records appended to this Final Fee Application. Rather, it is merely an
12 attempt to highlight certain of those areas in which services were rendered to the Debtor, as
13 well as to identify some of the problems and issues to which Allen & Overy was required to
14 direct its attention.

15 **IV. SUMMARY OF COMPENSATION REQUEST AND FEE ARRANGEMENT**

16 As noted in the A&O Retention Application, Allen & Overy has worked on behalf of
17 all of the Hong Kong Litigants in the appeal of and subsequent compliance with the terms of
18 the March 3 Order. Per the letter setting forth the terms of Allen & Overy's retention in the
19 Hong Kong Proceedings, dated as of September 15, 2006, and attached hereto as Exhibit "3",
20 (the "September 15 Retention Letter") each of the Hong Kong Defendants (including the
21 Debtor) agreed to be billed according to the 30%/70% formula (the "Allocation
22 Arrangement") detailed below:

23 Allen & Overy and each of the Defendants agree that with regard to fees
24 for services rendered and expenses incurred by Allen & Overy in
25 connection with this engagement from and after 17 August 2006 ("Post-
26 17 August Services"), thirty percent (30%) of such fees and costs will be
27 chargeable and billed to PrediWave and the remaining seventy percent
28 (70%) will be chargeable and billed to the Other Defendants with one-
ninth (1/9) chargeable and billed to each of the Other Defendants
(reference to the amount chargeable and billable to each of the
Defendants is hereinafter referred to as the "Allocation").
Notwithstanding the preceding sentence, each of the Defendants

1 acknowledges and agrees that they are jointly and severally liable to pay
2 the full amount of the fees of Allen & Overy and that the Allocation and
3 that the Allocation is only an interim allocation amount them at this time
4 an is subject to adjustment based upon further consideration and
5 evaluation.

6 September 15 Retention Letter at ¶ 8.

7 As the Other Defendants are affiliates of PrediWave that are presently subject to
8 involuntary petitions, Allen & Overy is seeking 100% of the fees and expenses incurred by
9 PrediWave as permitted by the September 15 Retention Letter.

10 Additionally, as fully set forth in the A&O Retention Application, Allen & Overy has
11 instructed a barrister in Hong Kong, Senior Counsel, Mr. Chua Guan-Hock S.C. As noted in
12 the A&O Retention Application, Mr. Chua is not affiliated with Allen & Overy, but his
13 services were vital and necessary as a matter of foreign law in order to represent the Debtor's
14 interests in Hong Kong. This is because, as distinguished from legal practice in the United
15 States, the legal profession in Hong Kong is a "split profession" with solicitors and
16 barristers. Solicitors (such as Allen & Overy) act directly for clients but have limited rights
17 to appear in courts; whereas barristers (like Mr. Chua) are instructed by solicitors to
18 represent the interests of the client before the courts. Thus, for any major substantive
19 hearing, it is the usual practice to instruct a barrister to make the oral submissions and to
20 assist in related documentation. Indeed, similar to Mr. Chua's retention, all of the parties in
21 the Hong Kong Proceedings retained barristers to assist them. Moreover, Allen & Overy has
22 had direct supervision and direction of Mr. Chua throughout the course of his representation
23 of the Hong Kong Defendants. Allen & Overy has incurred the costs associated with
24 retaining Mr. Chua on behalf of the Debtor and is thus seeking reimbursement from the
25 Debtor for such costs which were incurred directly on its behalf. A curriculum vitae setting
26 forth the experience and qualifications of Mr. Chua is attached hereto as Exhibit "4".

27 In addition, as this Court is aware, Latham & Watkins has been representing the
28 interests of the Debtor in the State Court Litigation. Because the conduct of this litigation
has been entirely separate from the Hong Kong Proceeding, there has been no duplication of

1 effort in Allen & Overy's and Latham & Watkins' joint representation of the Debtor.
2 Latham & Watkins has not, and indeed cannot, act for the Debtor in HKSAR.

3 **V. SUMMARY OF PROFESSIONAL FEES**

4 Since its retention, Allen & Overy has rendered professional services to the Debtor as
5 Special Hong Kong Litigation Counsel as requested and as necessary and appropriate in
6 furtherance of the interests of the Debtor's estate. The variety and complexity of the Hong
7 Kong Proceedings and the need to act and respond on an expedited basis in furtherance of
8 the Debtor's needs have required the expenditure of substantial time by personnel, on an as-
9 needed basis, including in certain instances working late into the evening and on weekends.

10 Allen & Overy maintained written records of the time expended by attorneys and
11 paraprofessionals in the rendition of their professional services to the Debtor. Such written
12 records have not previously been submitted to this Court. Exhibit "5" to this Final Fee
13 Application is a summary of the hours expended by each of the attorneys and
14 paraprofessionals during the Fee Period, their normal hourly rates, and the value of their
15 services. Exhibit "6" to this Final Fee Application contain detailed time entries and
16 disbursements for the entire Fee Period.⁴

17 Allen & Overy also maintains records of all actual and necessary out-of-pocket
18 expenses incurred in connection with the rendition of its professional services, all of which
19 are also available for inspection. Exhibit "7" is a disbursement register for the Fee Period.
20 In addition, a summary of the experience and qualifications of those attorneys who have
21 rendered services to the Debtor is attached hereto as Exhibit "8." Allen & Overy respectfully
22 submits that the professional services that it rendered on behalf of the Debtor were necessary
23 and have directly benefited the estate and contributed to the effective administration of this
24 case.

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26 ⁴ Such time records are presented in the invoice format in which they were presented to the Debtor. Because of the
27 Allocation Arrangement agreed to among the Debtor and the Other Defendants, the invoices attached hereto
28 represent amounts for each period which are allocated at 30% to PrediWave and 1/9 each of the remaining 70% to
each of the Other Defendants. In addition, because the same time narrative description of work performed applies
equally to all 10 co-debtors, it is only stated once per invoice period.

1 With respect to the compensation of attorneys and other professionals, Section 330 of
2 the Bankruptcy Code provides, in pertinent part, that the Court may award to a professional
3 person (including attorneys retained for a special purpose under Section 327(e) of the
4 Bankruptcy Code):

5 Reasonable compensation for actual necessary services rendered by such
6 . . . professional person . . . based on the time, the nature, the extent, and
7 the value of such services, and the cost of comparable services other than
in a case under this title

8 11 U.S.C. § 330. Section 330 further states that the court should take into consideration,
9 *inter alia*, the nature, extent, and value of services performed, as well as the cost of
10 comparable services other than in a case under this title. See id. The clear congressional
11 intent and policy expressed in this statute is to provide for adequate compensation in order to
12 continue to attract qualified attorneys to bankruptcy cases.

13 As stated by the Court of Appeals for the Ninth Circuit, in In re Yermakov, 718 F. 2d
14 1465, 1471 (9th Cir. 1983): “The primary method used to determine a reasonable attorney fee
15 in a bankruptcy case is to multiply the number of hours expended by an hourly rate.” See
16 also In re Hunt, 238 F.3d 1098 (9th Cir. 2001). Based on the time spent and skills brought to
17 bear in this case by Allen & Overy and the results obtained in the Hong Kong Litigation,
18 Allen & Overy submits that the compensation requested herein is reasonable, necessary and
19 appropriate.

20 Except as otherwise set forth in this Final Fee Application, no payments have
21 heretofore been made or promised to Allen & Overy for services rendered in any capacity
22 whatsoever in connection with this case, other than as may have been authorized upon
23 application to and order of this Court. Neither Allen & Overy nor any individual member
24 thereof has any agreement or understanding of any kind or nature to divide, pay over, or
25 share any portion of the fees to be awarded to Allen & Overy with any other person or
26 attorney except as among members and associates of Allen & Overy and except as otherwise
27 set forth in this Final Fee Application. Moreover, there are no claims against or stock of the
28 Debtor in which a beneficial interest has been acquired by or transferred to Allen & Overy or

1 any members thereof for its or their account after the filing of the chapter 11 petition.

2 The total time spent by Allen & Overy attorneys and paraprofessionals during the Fee
3 Period was 317.80 hours. Such services have a fair market value of \$145,416.70. The work
4 involved, and thus the time expended, was carefully assigned in light of the experience and
5 expertise require for a particular task.

6 As shown by this Final Fee Application and supporting documents, Allen & Overy
7 spent its time economically and without unnecessary duplication of effort.

8 Exhibit "9" is a copy of the transmittal letter sent to Vincent Lin, Vice President of
9 Operations and General Counsel of PrediWave, as required by the compensation guidelines.

10 Allen & Overy has reviewed the requirements set forth in the Compensation
11 Guidelines and Local Rule 9029-1, and believes that this Final Fee Application for final
12 compensation and reimbursement of expenses is fully in compliance with the rules set forth
13 therein.

14 All services for which compensation is requested by Allen & Overy pursuant to this
15 Final Fee Application were performed for or on behalf of the Debtor in this case.

16 **VI. SUMMARY OF EXPENSES**

17 In addition, Allen & Overy incurred actual out-of-pocket expenses in connection with
18 the rendition of the professional services to the Debtor in the sum of \$57,393.45 for which
19 Allen & Overy respectfully requests reimbursement in full. As noted elsewhere in this Final
20 Fee Application as well as in the A&O Retention Application, Mr. Chua's services account
21 for a large portion of the expense reimbursement requested by Allen & Overy herein. Such
22 services were vital to the prosecution of the Hong Kong Proceeding and were fully disclosed
23 in and approved by the A&O Retention Application and A&O Retention Order, respectively.

24 The disbursement and expenses have been incurred in accordance with Allen &
25 Overy's normal practices of charging clients for expenses clearly related to and required by
26 particular matters. Such expenses were often incurred to enable Allen & Overy to devote
27 time beyond normal office hours to matters, which imposed extraordinary time demands.
28 Allen & Overy has endeavored to minimize these expenses to the fullest extent possible.

1 Allen & Overy's billing rates do not include charges for photocopying, telephone and
2 telecopier toll charges, computerized research, travel expenses, secretarial overtime, postage
3 and certain other office services, because the needs of each client for such services differ.
4 Allen & Overy believes that it is fairest to charge each client only for the services actually
5 used in performing services for it. Allen & Overy has endeavored to minimize these
6 expenses to the fullest extent possible.

7 Set forth below are the rates for certain expenses incurred by Allen & Overy for
8 which reimbursement is requested pursuant to this Final Fee Application, as well as the basis
9 for such rates for the identified expense items:

10 a) Copy charges: Allen & Overy charges 20 cents per page for copies and such
11 charge is based on an analysis of the cost to Allen & Overy to make a copy;

12 b) Computer research charges: Allen & Overy passes through on an exact cost
13 basis all computer-assisted research charges.

14 **WHEREFORE**, Allen & Overy respectfully requests that the Court issue an order:
15 (a) authorizing and approving (i) the final allowance and award of compensation for the
16 professional services rendered to PrediWave in the amount of \$222,810.15, comprised of (A)
17 the amount of \$145,416.70 in respect of professional fees incurred during the Fee Period and
18 (B) the amount of \$20,000 estimated for additional fees and expenses in connection with the
19 preparation, filing and prosecution of this Final Fee Application after the Fee Period; and (ii)
20 the reimbursement of Allen & Overy's out-of-pocket expenses incurred in connection with
21 the rendering of such services during the Fee Period in the amount of \$57,393.45; (b)
22 permitting Allen & Overy to apply the Retainer in the amount of \$19,900 to the unpaid
23 amount of compensation and expenses requested to be paid in this Final Fee Application for
24 the period after the end of the Fee Period; (c) directing payment to Allen & Overy of
25 \$202,910.15, which represents the sum of \$202,810.15 (amounts unpaid with respect to the
26 Final Fee Period) and \$20,000 (estimated for fees and expenses incurred in connection with
27 the preparation, filing, and prosecution of this Final Fee Application), less \$19,900 (the
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1 Retainer); and (d) granting to Allen & Overy such further relief as this Court deems
2 necessary and appropriate.

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4 DATED: February 26, 2007

/s/ Hugh M. McDonald

HUGH M. MCDONALD, a Member of
ALLEN & OVERY LLP
Special Hong Kong Litigation Counsel for Debtor
and Debtor in Possession

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