

8) FOTL Noel & Assoc Final App

Says CEC is correct before 4947  
right one

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----X  
 In re: :  
 : Chapter 11 Cases  
 :  
 FRUIT OF THE LOOM, INC., et al., : No. 99-04497 (PJW)  
 :  
 : Jointly Administered  
 Debtors. :  
 -----X

**FINAL FEE APPLICATION OF CIVIL &  
 ENVIRONMENTAL CONSULTANTS, INC., UNDER 11 U.S.C.  
 §§ 330 AND 331, SEEKING PAYMENT FOR SERVICES RENDERED AND FOR  
 REIMBURSEMENT OF EXPENSES DURING THE PERIOD  
 DECEMBER 13, 2000 THROUGH AUGUST 19, 2002.**

Name of Applicant: Civil & Environmental  
 Consultants, Inc. ("CEC")

Authorized to Provide  
 Professional Services to: NWI Land Management, Corp. ("NWI")

Date of Retention: December 13, 2000

Period for Which Compensation  
 And Reimbursement is Sought: December 13, 2000 - August 19, 2002

Amount of Compensation  
 Requested: \$1,051,616.00

Amount of Expense  
 Reimbursement requested: \$1,175,374.70

This is a(n): \_\_\_\_\_ interim X final application.

The total time expended for the preparation of this application is approximately 8 hours which is included in the negotiated fee charged by CEC.

This is the final fee application submitted by CEC in this matter; information regarding prior filings is summarized as follows:

Date Filed	Period Covered	Amount Requested		Amount Approved	
		Fees	Expenses	Fees	Expenses
08/02/2002	6/1-6/30/02	\$45,000.00	\$50,513.65	\$45,000.00	\$50,513.65
06/27/2002	5/1-5/31/02	\$45,000.00	\$39,578.83	\$45,000.00	\$39,578.83
05/30/2002	4/1-4/30/02	\$45,000.00	\$83,127.58	\$45,000.00	\$83,127.58
05/01/2002	3/1-3/31/02	\$45,000.00	\$80,771.03	\$45,000.00	\$80,771.03
03/26/2002	2/1-2/28/02	\$45,000.00	\$91,815.63	\$45,000.00	\$91,815.63
03/04/2002	1/1-1/31/02	\$45,000.00	\$77,450.72	\$45,000.00	\$77,450.72
01/31/2002	12/1-12/31/01	\$45,000.00	\$54,056.63	\$45,000.00	\$54,056.63
01/04/2002	11/1-11/30/01	\$45,000.00	\$57,961.57	\$45,000.00	\$57,961.57
11/28/2001	10/1-10/31/01	\$45,000.00	\$56,000.23	\$45,000.00	\$56,000.23
10/30/2001	9/1-9/30/01	\$45,000.00	\$69,288.97	\$45,000.00	\$69,288.97
10/08/2001	8/1-8/31/01	\$45,000.00	\$45,676.98	\$45,000.00	\$45,676.98
09/04/2001	7/1-7/31/01	\$45,000.00	\$37,522.36	\$45,000.00	\$37,522.36
07/30/2001	6/1-6/30/01	\$45,000.00	\$54,704.81	\$45,000.00	\$54,704.81
06/25/2001	5/1-5/31/01	\$45,000.00	\$35,214.71	\$45,000.00	\$35,214.71
06/01/2001	4/1-4/30/01	\$45,000.00	\$55,855.07	\$45,000.00	\$55,855.07
05/02/2001	3/1-3/31/01	\$45,000.00	\$119,364.36	\$45,000.00	\$119,364.36
03/29/2001	2/1-2/28/01	\$45,000.00	\$46,032.95	\$45,000.00	\$46,032.95
03/08/2001	1/1-1/31/01	\$16,616.00	\$63,540.91	\$16,616.00	\$63,540.91

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Summary of Expenses by Category

I. Final Period (July 1, 2002 - August 19, 2002)

a. Program/Project Expenses (Exhibit B)

Copying	\$ 130.05
Facsimile	\$ 2.00
Digital Camera	\$ 10.00
Courier	\$ 54.64
Sub-total:	\$ 196.69

b. Subcontractor or Third Party Expenses (Exhibit C)

Sub-total: \$59,019.09

**Total expenses - Final Period: \$59,215.78**

II. Compensation Period (January 2001 - August 19, 2002)

a. Total Program/Project Expenses:

Expense Summary		
Expense Category	Service Provider (if applicable)	Expenses
Airfare	NA	\$11,166.00
Hotel	NA	\$1,681.99
Copies (with rates)	NA	\$ .15/per page x 30,734 = \$4,610.10
Facsimile (with rates)	NA	\$1.00/per page x 570 = \$570.00
Meals	NA	\$615.98
Courier Carriers	NA	\$1,333.95
Phone	NA	\$872.30
Field Supplies	NA	\$48.63
Outside Reproduction	NA	\$34.84
Transportation	NA	\$6,723.63
<b>Sub-Total</b>		<b>\$27,657.42</b>

b. Total Subcontractor or Third Party Expenses by Site:

Expense Summary	
Site	Expenses
Breckenridge	\$61,429.60
Bridgeport	\$45,439.62
Hardeman	\$855,919.34
Hollywood	\$0.00
Marshall	\$60.79
Residue Hill	\$102,464.24
St. Louis	\$43,219.81
Totowa	\$14,229.59
Ventron	\$24,954.29
Sub-total	\$1,147,717.28

Total expenses for the Compensation Period  
(January 2001 through August 19, 2002):

\$1,175,374.70

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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In re: :  
: Chapter 11 Cases  
: FRUIT OF THE LOOM, INC., et al., : No. 99-04497 (PJW)  
: :  
: Jointly Administered  
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FINAL FEE APPLICATION OF CIVIL &  
ENVIRONMENTAL CONSULTANTS, INC., UNDER 11 U.S.C.  
§§ 330 AND 331, SEEKING PAYMENT FOR SERVICES RENDERED AND FOR  
REIMBURSEMENT OF EXPENSES DURING THE PERIOD  
DECEMBER 13, 2000 THROUGH AUGUST 19, 2002.

Civil & Environmental Consultants, Inc. ("CEC"),  
environmental manager for NWI Land Management, Corp. ("NWI," and  
together with Fruit of the Loom, Inc. and the other affiliated  
debtors and debtors-in-possession in the above-captioned cases,  
"Fruit of the Loom"), submits its final application  
("Application") to the Court pursuant to 11 U.S.C. §§ 330 and  
331, Rule 2016 of the Federal Rules of Bankruptcy Procedure, Rule  
2016-2 of the Local Rules of Bankruptcy Practice and Procedure  
for the United States Bankruptcy Court for the District of  
Delaware (the "Local Rules"), and the United States Trustee  
Guidelines for Reviewing Applications for Compensation and  
Reimbursement of Expenses Filed Under 11 U.S.C. § 330, dated as  
of January 30, 1996 (the "U.S. Trustee Guidelines"), for

allowance of compensation for services rendered and for reimbursement of expenses incurred in connection therewith, respectfully represents:

Introduction

1. By this application, CEC seeks:

(a) final allowance of fees and expenses in the aggregate amount of \$80,156.91 for the period of January 1, 2001 through January 31, 2001 (the "First Interim Fee Application"), which compensation was awarded to CEC pursuant to orders of this Court dated September 19, 2001 and September 26, 2002.

(b) final allowance of fees and expenses in the aggregate amount of \$91,032.95 for the period of February 1, 2001 through February 28, 2001 (the "Second Interim Fee Application"), which compensation was awarded to CEC pursuant to orders of this Court dated September 19, 2001 and September 26, 2002.

(c) final allowance of fees and expenses in the aggregate amount of \$164,364.36 for the period of March 1, 2001 through March 31, 2001 (the "Third Interim Fee Application"), which compensation was awarded to CEC pursuant to orders of this Court

- dated September 19, 2001 and September 26, 2002.
- (d) final allowance of fees and expenses in the aggregate amount of \$100,855.07 for the period of April 1, 2001 through April 30, 2001 (the "Fourth Interim Fee Application"), which compensation was awarded to CEC pursuant to orders of this Court dated September 19, 2001 and September 26, 2002.
- (e) final allowance of fees and expenses in the aggregate amount of \$80,214.71 for the period of May 1, 2001 through May 31, 2001 (the "Fifth Interim Fee Application"), which compensation was awarded to CEC pursuant to orders of this Court dated September 19, 2001 and September 26, 2002.
- (f) final allowance of fees and expenses in the aggregate amount of \$99,704.81 for the period of June 1, 2001 through June 30, 2001 (the "Sixth Interim Fee Application"), which compensation was awarded to CEC pursuant to an order of this Court dated September 26, 2002.
- (g) final allowance of fees and expenses in the aggregate amount of \$82,522.36 for the period of July 1, 2001 through July 31, 2001 (the "Seventh Interim Fee Application"), which compensation was awarded to CEC pursuant to an order of this Court dated September 26, 2002.

- (h) final allowance of fees and expenses in the aggregate amount of \$90,676.98 for the period of August 1, 2001 through August 31, 2001 (the "Eighth Interim Fee Application"), which compensation was awarded to CEC pursuant to an order of this Court dated September 26, 2002.
- (i) final allowance of fees and expenses in the aggregate amount of \$114,288.97 for the period of September 1, 2001 through September 30, 2001 (the "Ninth Interim Fee Application"), which compensation was awarded to CEC pursuant to an order of this Court dated September 26, 2002.
- (j) final allowance of fees and expenses in the aggregate amount of \$101,000.23 for the period of October 1, 2001 through October 31, 2001 (the "Tenth Interim Fee Application"), which compensation was awarded to CEC pursuant to an order of this Court dated September 26, 2002.
- (k) final allowance of fees and expenses in the aggregate amount of \$102,961.57 for the period of November 1, 2001 through November 30, 2001 (the "Eleventh Interim Fee Application"), which compensation was awarded to CEC pursuant to an order of this Court dated September 26, 2002.
- (l) final allowance of fees and expenses in the



aggregate amount of \$99,056.63 for the period of December 1, 2001 through December 31, 2001 (the "Twelfth Interim Fee Application"), which compensation was awarded to CEC pursuant to an order of this Court dated September 26, 2002.

(m) final allowance of fees and expenses in the aggregate amount of \$122,450.72 for the period of January 1, 2002 through January 31, 2002 (the "Thirteenth Interim Fee Application"), which compensation was awarded to CEC pursuant to an order of this Court dated September 26, 2002.

(n) final allowance of fees and expenses in the aggregate amount of \$136,815.63 for the period of February 1, 2002 through February 28, 2002 (the "Fourteenth Interim Fee Application"), which compensation was awarded to CEC pursuant to an order of this Court dated September 26, 2002.

(o) final allowance of fees and expenses in the aggregate amount of \$125,771.03 for the period of March 1, 2002 through March 31, 2002 (the "Fifteenth Interim Fee Application"), which compensation was awarded to CEC pursuant to an order of this Court dated September 26, 2002.

(p) final allowance of fees and expenses in the aggregate amount of \$128,127.58 for the period of

April 1, 2002 through April 30, 2002 (the "Sixteenth Interim Fee Application"), which compensation was awarded to CEC pursuant to an order of this Court dated September 26, 2002.

(q) final allowance of fees and expenses in the aggregate amount of \$84,578.83 for the period of May 1, 2002 through May 31, 2002 (the "Seventeenth Interim Fee Application"), which compensation was awarded to CEC pursuant to an order of this Court dated September 26, 2002.

(r) final allowance of fees and expenses in the aggregate amount of \$95,513.65 for the period of June 1, 2002 through June 30, 2002 (the "Eighteenth Interim Fee Application"), which compensation was awarded to CEC pursuant to an order of this Court dated September 26, 2002.

(s) final allowance of fees and expenses in the aggregate amount of \$329,215.78 for the period of July 1, 2002 through August 19, 2002, including contract termination fees, which were previously unbilled and are being submitted as part of this final application.

#### Background

1. Chapter 11 Filing. On December 29, 1999 (the "Petition Date"), Fruit of the Loom commenced reorganization cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (as amended, the "Bankruptcy Code"). The debtors remain in possession of their respective properties and are operating and managing their businesses and property as debtor-in-possession under sections 1107(a) and 1108 of the Bankruptcy Code.

2. Creditors' Committee. On January 10, 2000, the United States Trustee (the "U.S. Trustee") appointed an Official Committee of Unsecured Creditors of Fruit of the Loom (the "Creditors' Committee") in Fruit of the Loom's chapter 11 cases.

3. Jurisdiction. The Court has jurisdiction over this Application under 28 U.S.C. § 1334, which is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of Fruit of the Loom's chapter 11 cases and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief sought herein are sections 330 and 331 of the Bankruptcy Code and Rule 2016-2 of the Local Rules.

4. CEC's retention as environmental manager for NWI was authorized by the Bankruptcy Court pursuant to an order, under 11 U.S.C. §§ 105(a), 327(a), 328(a), dated as of December 13, 2000 (the "Retention Order").

5. The Retention Order authorized CEC to be compensated and reimbursed in accordance with the terms and conditions set forth in that certain Engineering Technical Services Master Services Agreement, dated as of October 16, 2000 (the "Agreement"), pursuant to the procedures set forth in the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules, the U.S. Trustee Guidelines, and orders of this Court.

6. On March 8, 2001, CEC presented its first monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from January 1 - January 31, 2001 (the "First Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The First Monthly Interim Application sought approval of a total of \$16,616.00 in fees and \$63,540.91 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the First Monthly Interim Application. As of the date hereof, CEC has received payment of \$80,156.91 in respect of the fees and expenses requested pursuant to the First Monthly Interim Application.

7. On March 12, 2001, CEC presented its Notice of Interim Fee Application Request to Fruit of the Loom for professional services provided and expenses incurred during the period January 1 - January 31, 2001. As identified therein, the amount of fees withheld from the First Monthly Interim

Application (\$3,323.20) was requested upon expiration of the objection period and included in the subsequent quarterly Notice of Interim Fee Application Request which was presented on June 14, 2001.

8. On March 29, 2001, CEC presented its second monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from February 1 - February 28, 2001 (the "Second Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Second Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$46,032.95 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Second Monthly Interim Application. As of the date hereof, CEC has received payment of \$91,032.95 in respect of the fees and expenses requested pursuant to the Second Monthly Interim Application.

9. On May 2, 2001 CEC presented its third monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from March 1 - March 31, 2001 (the "Third Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Third Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$119,364.36 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Third Monthly Interim

Application. As of the date hereof, CEC has received payment of \$164,364.36 in respect of the fees and expenses requested pursuant to the Third Monthly Interim Application.

10. On June 1, 2001 CEC presented its fourth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from April 1 - April 30, 2001 (the "Fourth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Fourth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$55,855.07 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Fourth Monthly Interim Application. As of the date hereof, CEC has received payment of \$100,855.07 in respect of the fees and expenses requested pursuant to the Fourth Monthly Interim Application.

11. On June 14, 2001, CEC presented its Notice of Interim Fee Application Request to Fruit of the Loom for professional services provided and expenses incurred during the period January 1 - May 31, 2001. As identified therein, the amount of holdback fees requested was \$39,323.20. As of the date hereof, CEC has received payment of \$39,323.20 in respect of the holdback fees for work performed during the period January 1 - May 31, 2001.

12. On June 25, 2001 CEC presented its fifth monthly interim application to Fruit of the Loom for professional

services provided and expenses incurred during the period from May 1 - May 31, 2001 (the "Fifth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Fifth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$35,214.71 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Fifth Monthly Interim Application. As of the date hereof, CEC has received payment of \$80,214.71 in respect of the fees and expenses requested pursuant to the Fifth Monthly Interim Application.

13. On July 30, 2001 CEC presented its sixth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from June 1 - June 30, 2001 (the "Sixth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Sixth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$54,704.81 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Sixth Monthly Interim Application. As of the date hereof, CEC has received payment of \$99,704.81 in respect of the fees and expenses requested pursuant to the Sixth Monthly Interim Application.

14. On September 4, 2001 CEC presented its seventh monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from

July 1 - July 31, 2001 (the "Seventh Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Seventh Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$37,522.36 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Seventh Monthly Interim Application. As of the date hereof, CEC has received payment of \$82,522.36 in respect of the fees and expenses requested pursuant to the Seventh Monthly Interim Application.

15. On October 8, 2001 CEC presented its eighth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from August 1 - August 31, 2001 (the "Eighth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Eighth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$45,676.98 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Eighth Monthly Interim Application. As of the date hereof, CEC has received payment of \$90,676.98 in respect of the fees and expenses requested pursuant to the Eighth Monthly Interim Application.

16. On October 15, 2001, CEC presented its Notice of Interim Fee Application Request to Fruit of the Loom for professional services provided and expenses incurred during the period June 1 - August 31, 2001. As identified therein, the



amount of holdback fees requested was \$27,000.00. As of the date hereof, CEC has received payment of \$27,000.00 in respect of the holdback fees for work performed during the period June 1 - August 31, 2001.

17. On October 30, 2001 CEC presented its ninth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from September 1 - September 30, 2001 (the "Ninth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Ninth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$69,288.97 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Ninth Monthly Interim Application. As of the date hereof, CEC has received payment of \$114,288.97 in respect of the fees and expenses requested pursuant to the Ninth Monthly Interim Application.

18. On November 28, 2001 CEC presented its tenth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from October 1 - October 31, 2001 (the "Tenth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Tenth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$56,000.23 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Tenth Monthly Interim

Application. As of the date hereof, CEC has received payment of \$101,000.23 in respect of the fees and expenses requested pursuant to the Tenth Monthly Interim Application.

19. On December 31, 2001 CEC presented its eleventh monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from November 1 - November 30, 2001 (the "Eleventh Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Eleventh Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$57,961.57 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Eleventh Monthly Interim Application. As of the date hereof, CEC has received payment of \$102,961.57 in respect of the fees and expenses requested pursuant to the Eleventh Monthly Interim Application.

20. On January 18, 2002, CEC presented its Notice of Interim Fee Application Request to Fruit of the Loom for professional services provided and expenses incurred during the period September 1 - November 30, 2001. As identified therein, the amount of holdback fees requested was \$27,000.00. As of the date hereof, CEC has received payment of \$27,000.00 in respect of the holdback fees for work performed during the period September 1 - November 30, 2001.

21. On January 31, 2002 CEC presented its twelfth monthly interim application to Fruit of the Loom for professional

services provided and expenses incurred during the period from December 1 - December 31, 2001 (the "Twelfth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Twelfth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$54,056.63 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Twelfth Monthly Interim Application. As of the date hereof, CEC has received payment of \$99,056.63 in respect of the fees and expenses requested pursuant to the Twelfth Monthly Interim Application.

22. On March 4, 2002 CEC presented its thirteenth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from January 1 - January 31, 2002 (the "Thirteenth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Thirteenth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$77,450.72 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Thirteenth Monthly Interim Application. As of the date hereof, CEC has received payment of \$122,450.72 in respect of the fees and expenses requested pursuant to the Thirteenth Monthly Interim Application.

23. On March 26, 2002 CEC presented its fourteenth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from

February 1 - February 28, 2002 (the "Fourteenth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Fourteenth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$91,815.63 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Fourteenth Monthly Interim Application. As of the date hereof, CEC has received payment of \$136,815.63 in respect of the fees and expenses requested pursuant to the Fourteenth Monthly Interim Application.

24. On April 17, 2002, CEC presented its Notice of Interim Fee Application Request to Fruit of the Loom for professional services provided and expenses incurred during the period December 1, 2001 - February 28, 2002. As identified therein, the amount of holdback fees requested was \$27,000.00. As of the date hereof, CEC has received payment of \$27,000.00 in respect of the holdback fees for work performed during the period December 1, 2001 - February 28, 2002.

25. On May 1, 2002 CEC presented its fifteenth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from March 1 - March 31, 2002 (the "Fifteenth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Fifteenth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$80,771.03 in expenses. The deadline has passed for objections to fees and

expenses requested in respect of the Fifteenth Monthly Interim Application. As of the date hereof, CEC has received payment of \$125,771.03 in respect of the fees and expenses requested pursuant to the Fifteenth Monthly Interim Application.

26. On May 30, 2002 CEC presented its sixteenth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from April 1 - April 30, 2002 (the "Sixteenth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Sixteenth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$83,127.58 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Sixteenth Monthly Interim Application. As of the date hereof, CEC has received payment of \$128,127.58 in respect of the fees and expenses requested pursuant to the Sixteenth Monthly Interim Application.

27. On June 27, 2002 CEC presented its seventeenth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from May 1 - May 31, 2002 (the "Seventeenth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Seventeenth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$39,578.83 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Seventeenth Monthly Interim

Application. As of the date hereof, CEC has received payment of \$84,578.83 in respect of the fees and expenses requested pursuant to the Seventeenth Monthly Interim Application.

28. On August 2, 2002, CEC presented its Notice of Interim Fee Application Request to Fruit of the Loom for professional services provided and expenses incurred during the period March 1, 2002 - May 31, 2002. As identified therein, the amount of holdback fees requested was \$27,000.00. As of the date hereof, CEC has received payment of \$27,000.00 in respect of the holdback fees for work performed during the period March 1 - May 31, 2002.

29. On August 2, 2002 CEC presented its eighteenth monthly interim application to Fruit of the Loom for professional services provided and expenses incurred during the period from June 1 - June 30, 2002 (the "Eighteenth Monthly Interim Application"), which was served in accordance with the Revised Compensation Order. The Eighteenth Monthly Interim Application sought approval of a total of \$45,000.00 in fees and \$50,513.65 in expenses. The deadline has passed for objections to fees and expenses requested in respect of the Eighteenth Monthly Interim Application. As of the date hereof, CEC has received payment of \$9,000.00 in respect of the fees and expenses requested pursuant to the Eighteenth Monthly Interim Application.

30. This Application is CEC's final application, which includes a request for approval and allowance of compensation and

reimbursement of expenses during the period July 1, 2002 through August 19, 2002 (the "Final Period"), and a request for compensation pursuant to the contract termination provision of the Agreement.

31. CEC's services ceased upon notice of termination dated August 19, 2002, as a result of the occurrence of the NWI Effective Date (August 19, 2002).

32. No prior application has been made to this or any other court for the relief requested herein, nor has payment been received by CEC for services provided to and on behalf of Fruit of the Loom or NWI, or for expenses incurred in connection therewith, during the Final Period.

33. CEC has not entered into any agreement, express or implied, with any other party for the purpose of fixing or sharing fees or other compensation to be paid for professional services rendered in these cases.

#### APPLICATION

34. By this Application, CEC is seeking (a) final approval and payment of reasonable compensation for actual and necessary professional services rendered by CEC, as environmental manager for NWI, during the period January 1, 2001 through August 19, 2002 ("the Compensation Period"), and (b) final approval of reimbursement of reasonable and necessary expenses (including an administrative surcharge for certain subcontractor or third party expenses as contemplated by the Agreement) incurred by CEC in

connection with the rendition of professional services during the Compensation Period, and (c) allowance of compensation under the contract termination provision of the Agreement.

35. CEC seeks final allowance of the sum of \$1,051,616.00 for total actual, reasonable and necessary professional services rendered during the Compensation Period, and \$1,175,374.70 for reimbursement of actual, reasonable and necessary expenses incurred in connection with the rendition of such services. The request for compensation includes \$72,580.64 for professional services rendered on behalf of NWI by CEC during the Final Period, \$59,215.78 for reimbursement of reasonable and necessary expenses incurred in connection with the rendition of such services, and the additional sum of \$197,419.36 due under the terms of the Agreement. Thus, CEC seeks payment in the amount of \$329,215.78 (representing the total compensation due for professional services rendered, reimbursement of the actual, reasonable and necessary expenses incurred pending allowance, or pursuant to the Agreement) in respect of the fees and expenses requested pursuant to this Application. The services rendered by CEC for the period January 1, 2001 through June 30, 2002 are described in the eighteenth monthly interim fee applications that are on file with the Court and incorporated herein by reference. These interim fee applications were approved by an Omnibus Order Approving Interim and Final Fee Applications dated September 19, 2001 and/or September 26, 2002. As of the date hereof, CEC has



received only a partial payment (\$9,000.00) in respect of the fees and expenses requested pursuant to the Eighteenth Monthly Interim Application (\$95,513.65); the balance (\$86,513.65) is outstanding.

36. Pursuant to the terms and conditions set forth in the Agreement, CEC charges for its services a monthly fee of \$45,000.00. Since CEC charges a monthly fee for its services, CEC does not maintain detailed time records comparable to those typically maintained by legal professionals.

37. A summary of the professional services rendered by CEC during the Final Period is annexed hereto as Exhibit A. The attached summary is intended to highlight certain of the services rendered by CEC where CEC has expended a considerable number of hours on behalf of NWI, and it is not meant to be a detailed description of the work performed.

38. Reimbursement of expenses sought by CEC in connection with the rendition of professional services during the Final Period are further described in Exhibit B attached hereto. CEC personnel have not incurred expenses for luxury accommodations, deluxe meals or air travel in excess of coach fares during the Final Period.

39. As set forth in the Agreement, CEC applies a surcharge for the management and administration of third party contractors and subcontractors that render services or provide goods in connection with CEC's rendition of services to NWI. A

summary of such third party costs is set forth in Exhibit C hereto.

40. It is respectfully submitted that the services rendered during the Compensation Period were performed efficiently, effectively, and economically, and the results obtained to date have benefited Fruit of the Loom, NWI, and the estates. Based on the foregoing and the annexed summaries, CEC submits that the compensation and reimbursement of expenses requested herein should be approved.

**Notice**

41. This Application has been forwarded to Saul Ewing LLP, local counsel for debtors, to be served and noticed in accordance with the Compensation Order.

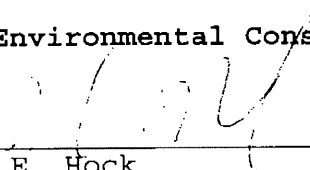
WHEREFORE, CEC respectfully requests an Order granting:

- (a) Final allowance of fees in the amount of \$1,051,616.00 for actual, reasonable, and necessary professional services rendered during the period from January 1, 2001 through August 19, 2002;
- (b) Final allowance of reimbursement of expenses in the amount of \$1,175,374.70; and
- (c) Payment from the Debtors to CEC of the outstanding amount due of \$415,729.43, which includes \$131,796.42 in fees and expenses from the previously unbilled Final Period, \$86,513.65 in fees and expenses from the unpaid portion of the Eighteenth

Monthly Interim Application, and \$197,419.36 in other  
compensation pursuant to the Agreement.

Downers Grove, Illinois  
Dated: October 11, 2002

Civil & Environmental Consultants, Inc.

  
\_\_\_\_\_  
By: John E. Hock  
Its: Senior Project Manager

333 Baldwin Road  
Pittsburgh, Pennsylvania 15205-9702

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----X  
In re: :  
: Chapter 11 Cases  
: FRUIT OF THE LOOM, INC., et al., : No. 99-04497 (PJW)  
: :  
: Jointly Administered  
Debtors. :  
-----X

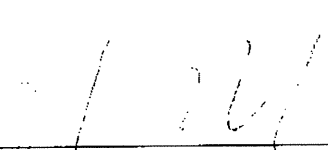
AFFIDAVIT OF JOHN E. HOCK

STATE OF ILLINOIS )  
 ) SS.:  
COUNTY OF DUPAGE )

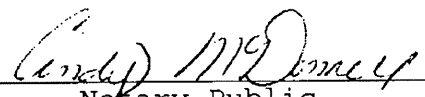
John E. Hock being duly sworn, deposes and says:

1. I am a Senior Project Manager with Civil & Environmental Consultants Inc., ("CEC"), which maintains offices in Downers Grove, Illinois, among other locations. I am duly authorized to make this statement in connection with CEC's application for compensation and reimbursement of expenses incurred during the Final Period (the "Application"), as environmental manager for NWI. I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.

2. I have reviewed the requirements of Rule 2016-2 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local Rules"). To the best of my knowledge, except as provided in the Application regarding the maintenance of detailed time records, the Application complies with the requirements of Rule 2016-2 of the Local Rules.

  
\_\_\_\_\_  
John E. Hock

SWORN TO AND SUBSCRIBED  
before me this 11<sup>th</sup> day of October 2002

  
\_\_\_\_\_  
Notary Public



## EXHIBIT A

### SUMMARY OF PROFESSIONAL SERVICES RENDERED

#### I. GENERAL

During the Final Period, Civil and Environmental Services, Inc. ("CEC") provided environmental management services in behalf of NWI, including the management of project work at certain sites. CEC advised NWI Land Management Corp. ("NWI") regarding the status of site activities and costs, and performed the tasks described below during the Final Period.

#### II. ENVIRONMENTAL MANAGEMENT SERVICES

During the Final Period, CEC provided various environmental management services (including program tasks and site specific tasks as described below) for certain sites, including the services described below as appropriate.

##### A. Program Tasks

The program tasks performed during the Final Period include the following:

- Maintained site files
- Performed program reporting to NWI as requested
- Performed billing/payment services
- Performed contractor management services for third party work for each of the sites.

##### B. Site Specific Tasks

###### 1. Breckenridge Site (Breckenridge, Michigan)

- Served as NWI's contact for the United States Nuclear Regulatory Commission for all matters related to the Site.
- Addressed inspection items requiring corrective action (e.g. lawn care, fence repairs) as appropriate.
- Prepared progress reports (as required) for submittal to the United States Nuclear Regulatory Commission.
- Coordinated performance of site characterization, dose assessment and related activities.
- Performed other non-routine tasks as appropriate.

**2. Bridgeport Site (Bridgeport, Connecticut)**

- Served as NWI's contact for the Connecticut Department of Environmental Protection (CTDEP) for all matters regarding Consent Order No. PCB-88(1) for the Site.
- Prepared monthly discharge reports.
- Monitored overall groundwater extraction and treatment activities, operations, and expenses.
- Coordinated routine hydraulic and groundwater monitoring in accordance with the Compliance Monitoring Program Report (CRA, 1992).
- Performed other non-routine tasks as appropriate.

**3. Hardeman County Landfill (Toone, Tennessee)**

- Served as Respondent's Project Coordinator pursuant to the Unilateral Administrative Orders for the Site.
- Summarized operations data for inclusion in routine submittals to regulatory agencies.
- Frequently communicated with and coordinated activities of full-time treatment plant operator.
- Coordinated routine treatment plant discharge monitoring events in accordance with the Site Performance Standards Verification Plan.
- Prepared and submitted monthly progress reports.
- Prepared and submitted monthly discharge reports.
- Coordinated routine groundwater monitoring events in accordance with the Site Performance Standards Verification Plan.
- Summarized groundwater analytical results and groundwater elevations for inclusion in applicable monthly progress report submittal.
- Coordinated with vendors to perform routine extraction well maintenance.
- Coordinated purchase of acid and neutralizer for routine acid washing of the air strippers as applicable.
- Coordinated with treatment plant operator for all equipment repairs/replacements.
- Coordinated hazardous and non-hazardous waste disposal with vendor and with U.S. EPA as applicable.
- Coordinated purchase of miscellaneous operating supplies as needed (i.e., filter bags).
- Managed various tasks regarding the treatment system performance evaluation, including extraction system modifications.

4. **Marshall 23 Site (Marshall, Illinois)**
  - Coordination of IEPA site inspection.
5. **North Hollywood Dump (Memphis, Tennessee)**
  - Served as a representative on the Hollywood Dump Steering Committee.
  - Attended Steering Committee meetings as applicable.
  - Provided technical support for the Hollywood Dump Steering Committee.
  - Coordinated invoice payment with the Trust.
  - Participated in the selection and management of contractors to perform various routine monitoring activities as applicable.
  - Performed other non-routine tasks as appropriate.
6. **Residue Hill (Chattanooga, Tennessee)**
  - Coordinated quarterly groundwater monitoring as appropriate.
  - Served as NWI's contact for Tennessee Department of Environment and Conservation for all matters related to the Site.
  - Evaluated and submitted groundwater and groundwater level data as applicable.
  - Addressed inspection items requiring corrective action (e.g. lawn care, pump replacement, fence repair) as appropriate.
  - Performed other non-routine tasks as appropriate.
7. **St. Louis Site (St. Louis, Michigan)**
  - Served as NWI's contact for Michigan Department of Environmental Quality and USEPA for all matters related to the Site.
  - Reviewed weekly inspection reports from Site Custodian.
  - Addressed any items requiring corrective action (e.g. lawn care, fence repairs) as appropriate.
  - Attended community action group meetings to understand community concerns, present positive image of Owner and monitor progress of Pine River Superfund project as appropriate.
  - Prepared and submitted weekly inspection reports.



- Coordinated groundwater level monitoring with sampling consultant.
  - Evaluated groundwater level data.
  - Prepared and submitted quarterly water level monitoring reports as applicable.
  - Performed other non-routine tasks as appropriate.
8. **Totowa Site (Totowa, New Jersey)**
- Served as NWI's contact for New Jersey Department of Environmental Protection for all matters related to the ISRA case at the Site.
  - Monitored the progress of NJDEP's review of NWI's response to previous NJDEP comments regarding the groundwater data evaluation at the Site.
  - Performed other non-routine tasks as appropriate.
9. **Ventron Site (Boroughs of Wood-Ridge and Carlstadt, New Jersey)**
- Served as Technical Contact for the NJDEP regarding the RI/FS activities.
  - Served as Co-Trustee of the Wood-Ridge/Berry's Creek Environmental Protection/Cleanup Trust Fund (Trust).
  - Prepared monthly RI/FS Progress Reports for the NJDEP and United States Environmental Protection Agency (USEPA).
  - Maintained updated financial records and forecasts for Site-related expenses as appropriate.
  - Worked with members to manage comprehensive remedial investigation and feasibility study (RI/FS) activities for Operable Unit 1 (OU1), which includes the developed and undeveloped filled areas of the Site (OU1) including the preparation of the human health and environmental risk assessments.
  - Provided technical support for cost recovery litigation related to the Site as appropriate.
  - Performed other non-routine tasks as appropriate.

**EXHIBIT B**

**PROGRAM AND PROJECT EXPENSES INCURRED**

Set forth below is a summary of the actual, reasonable, and necessary project or program expenses incurred during the Final Period, which expenses include, without limitation, charges for facsimiles, photocopies, telephone, courier service, travel, lodging and meals. Expenses incurred during the Final Period:

<b>Category</b>	<b>Description</b>	<b>Service Date</b>	<b>Invoice Amount</b>
<b><u>Program Expenses</u></b>			
Copying	Copy 324 pgs	08/18/02	\$48.60
Courier	UPS	7/9-8/19/02	\$35.62
<b><u>Project Expenses</u></b>			
<b>Breckenridge</b>			
Copying	Copy 3	08/02/02	\$0.45
<b>Bridgeport</b>			
Copying	Copy 8 pgs	08/13/02	\$1.20
<b>Hardeman County</b>			
Copying	Copy 77 pgs	7/30-8/5/02	\$11.55
Courier	Fed Ex	07/25/02	\$12.57
<b>Marshall</b>			
Misc	Digital Camera 2 days	6/15/02	\$10.00
<b>North Hollywood</b>			
Fax	2 pgs	7/30/02	\$2.00
<b>Residue Hill</b>			
Copy	Copy 233 pgs	7/30-8/2/02	\$34.95
<b>St Louis</b>			
Copying	Copy 168 pgs	7/30-8/9/02	\$25.20
Courier	UPS	07/10/02	\$6.45
<b>Ventron</b>			
Copying	Copy 54 pgs	7/30-8/9/02	\$8.10
<b>Total</b>			<b>\$196.69</b>

**EXHIBIT C**

**Subcontractor or Third Party Expenses**

Set forth below is a summary of the third party contractor and subcontractor charges paid by CEC on behalf of NWI for necessary and authorized services at the identified sites during the Final Period. Pursuant to the terms and conditions of CEC's retention, CEC applies a surcharge to such costs to administer and manage these third party services and goods on behalf of NWI.

<b>Site</b>	<b>Vendor</b>	<b>Date</b>	<b>Invoice Amount</b>	<b>Total Amount<sup>1</sup></b>
<b>Bridgeport</b>	York	07/22/02	\$317.00	\$348.70
	York	08/08/02	\$317.00	\$348.70
	CEC <sup>2</sup>	08/10/02	\$409.96	\$409.96
	CRA	07/28/02	\$453.38	\$498.72
<b>Hardeman</b>	AT & T	07/30/02	\$36.25	\$39.88
	Bell South	07/25/02	\$191.19	\$210.31
	Toone Water	07/16/02	\$54.49	\$59.94
	Toone Water	07/16/02	\$9.58	\$10.54
	Bolivar Electric	07/22/02	\$1,035.74	\$1,139.31
	Bolivar Electric	07/22/02	\$6,225.30	\$6,847.83
	Bolivar Electric <sup>3</sup>	7/02-8/02	\$4,299.24	\$4,729.16
	Bolivar Electric <sup>3</sup>	7/02-8/02	\$776.04	\$853.64
	Aeneas	08/01/02	\$80.46	\$88.51
	Alley & Associates	7/1-7/31/02	\$389.14	\$428.05
	Severn Trent	07/26/02	\$886.90	\$975.59
	VRC	07/18/02	\$1,233.76	\$1,357.14
	VRC	08/06/02	\$2,383.19	\$2,621.51
	JH Basford Services	07/17/02	\$2,140.00	\$2,354.00
	Waste Mgmt	08/01/02	\$90.08	\$99.09
	Lowes	08/11-8/17/02	\$24.06	\$26.47
	Wilson Wells	07/15/02	\$4,505.37	\$4,955.91
	Severn Trent	07/17/02	\$850.00	\$935.00
	Severn Trent	06/26/02	\$770.00	\$847.00
	Jackson Store Supplies	7/9-8/7/02	\$507.48	\$558.23
	State of Tennessee Treasurer	07/15/02	\$250.00	\$275.00
	Rental Service Corp	07/19/02	\$970.80	\$1,067.88
	Kenny Pipe	7/9-8/7/02	\$731.36	\$804.50
	Two-L Electric Co.	06/14/02	\$1,779.26	\$1,957.19
	Two-L Electric Co.	6/12-8/9/02	\$3,964.60	\$4,361.06
	CEC <sup>2</sup>	07/13/02	\$557.73	\$557.73
	CEC <sup>2</sup>	07/30/02	\$8,750.00	\$8,750.00
<b>Residue Hill</b>	Alley & Associates	07/31/02	\$88.89	\$97.78
	Severn Trent	07/16/02	\$1,425.00	\$1,567.50
	Frank & Son Lawn Care	07/09/02	\$1,500.00	\$1,650.00
	CEC <sup>2</sup>	08/10/02	\$409.96	\$409.96
<b>St. Louis</b>	Long & Wetzel	07/31/02	\$1,000.00	\$1,100.00
	Long & Wetzel <sup>3</sup>	08/01/02	\$456.40	\$502.04
	CEC <sup>2</sup>	07/13/02	\$341.62	\$341.62

	E.M. Acker	06/18/02	\$267.00	\$293.70
	E.M. Acker	06/28/02	\$267.00	\$293.70
	E.M. Acker	07/19/02	\$267.00	\$293.70
	E.M. Acker	08/06/02	\$267.00	\$293.70
<b>Ventron</b>				
	Borough of Wood-Ridge	07/31/02	\$1,578.74	\$1,736.61
	Borough of Carlstadt	07/31/02	\$1,747.50	\$1,922.25
<b>Total</b>			<b>\$54,605.47</b>	<b>\$59,019.09</b>

1 Amount includes administrative surcharge

2 An administrative surcharge is not included for third party work performed by CEC

3 Amount is prorated as directed by custodial trustee