

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF UTAH, CENTRAL DIVISION

In re )  
GENEVA STEEL COMPANY, )  
Debtor and Debtor-in-Possession. )

Case Number 99-21130 (GEC)

**FEE APPLICATION COVER SHEET**

Name of Applicant: Cadwalader, Wickersham & Taft  
Final Fee Application

Authorized to Provide  
Professional Services to: Debtor and Debtor-in-Possession

Date of Retention: March 22, 1999

Period for which compensation  
and reimbursement is sought: February 1, 1999 – January 3, 2001

Amount of Additional Compensation sought for the period  
October 1, 2000 to January 3, 2001 as actual, reasonable  
and necessary: \$ 634,657.00

Less Travel (\$ 16,750.25)

Deduction Agreed to with the U.S. Trustee or by Court Order (\$ 80.00)

Total Additional Compensation Requested for the period  
October 1, 2000 to January 3, 2001: \$ 617,826.75

Amount of Additional Expense Reimbursement for the period  
October 1, 2000 to January 3, 2001 sought  
as actual, reasonable, and necessary: \$ 47,060.01

Deduction Agreed to with the U.S. Trustee

Total Additional Reimbursement for the period October 1,  
2000 to January 3, 2001 Requested: \$ 47,060.01

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UNITED STATES  
BANKRUPTCY COURT  
DISTRICT OF UTAH  
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This is an \_\_\_\_\_ interim  final application.

Total Previous Fee Requested: \$1,637,199.40

Total Fees Allowed to Date: \$1,571,386.85

Total Additional Compensation Requested: \$ 617,826.75

Total Compensation Requested: \$2,189,213.60

<u>Name of Professionals:</u>	<u>Year Admitted:</u>	<u>Hours:</u>	<u>Rate:</u>	<u>Fee:</u>
<b>PARTNERS:</b>				
1. S. Cohen		2.40	475.00	1,140.00
2. D. DeBrito	1984	347.90	400.00	\$ 139,160.00
		17.20	435.00	7,482.00
3. B. Dichter	1976	2.10	560.00*	1,176.00
4. M. Ellenberg	1975	363.50	545.00	198,107.50
		13.50	590.00*	7,965.00
5. D. Miller	1991	2.00	475.00	950.00
6. L. Swartz	1988	13.80	500.00	6,900.00
SUBTOTAL		762.40		\$362,880.50
<b>ASSOCIATES</b>				
1. A. Anderson	2000	52.10	225.00	11,722.50
2. J. Cohen	1997	61.00	300.00*	18,300.00
3. K. Epstein	2001	97.90	175.00	17,132.00
4. E. Gilad	2001	25.50	175.00	4,462.50
5. S. Heim	1996	52.10	225.00	11,722.50
		1.40	275.00*	385.00
6. K. Kim	2000	40.60	225.00	9,135.00
7. A. Lungen	1999	4.80	270.00	1,296.00
8. D. Stinemetz	2000	318.60	175.00	55,755.00
		2.70	195.00*	526.50
9. W. Tsang	1998	3.60	300.00	1,080.00
SUBTOTAL		660.30		\$131,517.50
<b>OF COUNSELS</b>				
1. J. Ashendorf	1975	6.50	375.00	2,437.50
2. L. Kalembka	1989	46.30	450.00	20,835.00
3. P. Dodson	1985	267.20	390.00	104,208.00
		.30	425.00*	127.50
SUBTOTAL		320.30		\$127,608.00

\* Reflects an increase in the rates of certain Calwalader professionals effective January 1, 2001.

**LEGAL ASSISTANTS**

1. F. Caiazzo	N/A	.10	180.00	18.00
2. T. D'Agostino	N/A	14.90	160.00	2,384.00
3. V. McDonald	N/A	57.30	160.00	9,168.00
4. P. Martin	N/A	<u>5.00</u>	160.00	<u>800.00</u>
SUBTOTAL		77.30		\$ 12,370.00

**OTHER**

1. M. Beddow	N/A	.60	110.00	66.00
2. J. Platt-Brown	N/A	.20	110.00	22.00
3. L. Fricker	N/A	.30	110.00	33.00
4. M. Guo	N/A	1.40	75.00	105.00
5. P. Smeraldo	N/A	<u>.50</u>	110.00	<u>55.00</u>
SUBTOTAL		3.00		\$ 281.00

**Blended Hourly Rate For  
 All Paraprofessionals \$157.55**

**Total Blended Hourly  
 Rate For Attorneys and  
 All Paraprofessionals \$356.86**

**TOTAL HOURS  
 AND FEES 1823.30 \$634,657.00**

**Summary of Expenses Requested  
October 1, 2000 through January 03, 2001**

Managing Attorney's Charge		\$ 250.00
Staff Overtime		-0-
Book Binding		-0-
Business Meals		1,772.84
Photocopying		3,045.60
Word Processing		1,203.25
Facsimile		1,192.50
Telephone		1,897.12
Online Research		8,385.36
Computer Services		303.49
Delivery Services/ Messengers		897.68
Postage		11.12
Travel	(1) Local travel	1,979.29
	(2) Out of town Travel	22,808.97
NASDAQ Fees		-0-
Other Professionals		342.00
Other (Depositions)		2,970.79
<b>TOTALS</b>		<b><u>\$ 47,060.01</u></b>
Deduction Agreed to with the U.S. Trustee		-0-
<b>TOTALS</b>		<b><u><u>\$ 47,060.01</u></u></b>

**Summary of Fees  
 February 1, 1999 to January 3, 2001**

<b>Name of Professional</b>	<b>Year Admitted:</b>	<b>Hours:</b>	<b>Rate:</b>	<b>Fees:</b>
<b>PARTNERS</b>				
S. Cohen	1982	22.50	450.00	10,125.00
		42.00	475.00	19,950.00
D. DeBrito	1984	482.40	400.00	192,960.00
		17.20	435.00	7,482.00
B. Dichter	1976	3.10	560.00	1,736.00
M. Ellenberg	1975	827.10	520.00	430,092.00
		960.60	545.00	523,527.00
		13.50	590.00	7,965.00
L. Kirsch	1982	1.20	425.00	510.00
L. Larose	1984	0.70	475.00	332.50
C. McDermott	1987	0.50	420.00	210.00
D. Miller	1991	2.30	475.00	1,092.50
A. Parness	1971	0.20	420.00	84.00
I. Schacter	1985	0.80	500.00	400.00
R. Schetman	1984	0.30	475.00	142.50
L. Swartz	1988	125.70	500.00	62,696.00
B. Zirinsky	1973	147.90	575.00	84,888.50
		1.00	600.00	600.00
<b>SUBTOTAL</b>		<b>2649.00</b>		<b>1,344,793.00</b>
<b>ASSOCIATES</b>				
A. Anderson	2000	143.80	225.00	32,355.00
R. Antonoff	1990	199.40	358.00	71,385.20
		39.80	359.00	14,288.20
I. Bagby	1997	8.30	255.00	2,116.50
M. Bowen	1999	27.00	204.63	5,525.01
J. Cohen	1998	203.30	214.00	43,506.20
		109.50	255.00	27,992.50
		49.80	270.00	13,446.00
		174.30	300.00	52,290.00
K. Epstein	2001	97.90	175.00	17,132.50
A. Gayer	1995	61.80	270.00	16,686.00
E. Gilad	2001	25.50	175.00	4,462.50
S. Grimm	1997	10.60	322.00	3,413.20
S. Heim	1996	73.60	149.00	10,966.40
		51.20	201.00	10,391.00
		21.00	210.00	4,410.00
		311.00	225.00	69,975.00
		1.40	275.00	385.00
K. Kim	2000	37.60	155.00	5,828.00
		307.00	225.00	69,175.00
E. Lariscy	1996	10.20	255.00	2,601.00

Name of Professional	Year Admitted:	Hours:	Rate:	Fees:
A. Lungen	1999	0.80	164.00	131.20
		4.80	270.00	1,296.00
H. McDonald	1991	0.50	375.00	187.50
N. Nabavinejad	1998	2.30	214.00	492.20
W. Spanbauer	1998	1.70	125.00	212.50
D. Stinematz	2000	377.50	175.00	66,162.50
		2.70	195.00	526.50
W. Tsang	1998	3.60	255.00	918.00
		3.60	300.00	526.50
P. Wertz	1997	2.00	214.00	428.00
P. Zargarof	1999	16.40	270.00	4,528.00
K. Zeldman	1995	18.30	308.00	5,720.09
<b>SUBTOTAL</b>		<b>2398.20</b>		<b>559,459.20</b>

**OF COUNSEL**

J. Ashendorf	1975	6.50	375.00	2,437.50
J Bae	1990	52.60	365.00	19,199.00
		0.30	395.00	118.50
P. Dodson	1985	127.00	360.00	45,720.00
		418.50	390.00	163,215.00
		0.30	425.00	127.50
L. Kalemka	1989	46.30	450.00	20,835.00
R. Pompa	1987	1.30	370.00	481.00
<b>SUBTOTAL</b>		<b>652.80</b>		<b>252,133.50</b>

Blended Hourly Rate for  
 All Attorneys **378.31**

**SUMMER  
 ASSOCIATES**

J. Anderson	N/A	5.50	140.00	770.00
C. Gelinas	N/A	14.60	131.00	2,146.20
S. Hannes	N/A	17.80	140.00	2,492.00
E. Jowers	N/A	36.90	147.00	5,424.30
D. Labriola	N/A	13.40	131.00	1,755.40
M. LaGatta	N/A	4.70	125.00	587.50
J. Osborn	N/A	4.90	147.00	720.30
D. Phillips	N/A	3.00	149.00	447.00
K. Schwarz	N/A	19.30	131.00	2,528.30
A. Sledziona	N/A	4.50	140.00	630.00
<b>SUBTOTAL</b>		<b>124.60</b>		<b>17,501.00</b>

Name of Professional	Year Admitted:	Hours:	Rate:	Fees:
<b>LEGAL ASSISTANTS</b>				
F. Caiazzo	N/A	0.10	180.00	18.00
T. D'Agostino	N/A	226.50	140.00	31,710.00
		32.00	160.00	5,120.00
G. Dearmas	N/A	1.20	150.00	180.00
M. Elliott-Mahan	N/A	24.30	155.00	3,766.50
D. Haskins	N/A	0.70	105.00	73.50
T. Hofstra	N/A	6.00	105.00	630.00
S. Marguccio	N/A	50.30	160.00	8,048.00
P. Martin	N/A	29.80	160.00	4,768.00
V. McDonald	N/A	189.60	160.00	30,336.00
J. Sabat	N/A	2.30	55.00	126.50
P. Terwillegger	N/A	63.70	140.00	8,918.00
K. Yoder	N/A	4.60	125.00	575.00
<b>SUBTOTAL</b>		<b>631.10</b>		<b>94,269.50</b>
<b>OTHER</b>				
C. Backes	N/A	0.70	100.00	70.00
M. Beddow	N/A	3.50	100.00	350.00
		0.60	110.00	66.00
J. Biagiotti	N/A	1.50	110.00	165.00
L. Fricker	N/A	0.30	110.00	33.00
M. Guo	N/A	9.50	75.00	712.50
E. Levinson	N/A	4.60	260.00	1,196.00
S. Mitchell	N/A	0.30	100.00	30.00
R. Oviedo, Sr.	N/A	3.00	100.00	201.00
J. Platt-Brown	N/A	0.20	110.00	22.00
G. Price	N/A	5.70	103.00	587.10
P. Quattlebaum	N/A	0.30	292.00	87.60
P. Smeraldo	N/A	0.70	100.00	70.00
		1.00	110.00	110.00
<b>SUBTOTAL</b>		<b>31.90</b>		<b>3,700.20</b>
Blended Hourly Rate for All Paraprofessionals <b>146.61</b>				
Total Blended Hourly Rate for Attorneys and All Paraprofessionals <b>350.18</b>				
TOTAL HOURS AND FEES		6487.60		2,271,856.40



Summary of Expenses Requested  
February 1, 1999 to January 3, 2001

Publications		\$ 930.00
Outside Printing		274.28
Swearing Fees		20.24
Attorney Services		3,072.09
Managing Attorney's Charge		2,000.00
Staff Overtime		533.75
Book Binding		3.00
Business Meals		5,354.98
Photocopying		15,692.54
Word Processing		10,491.24
Facsimile		10,070.49
Telephone		20,506.02
Online Research		22,075.14
Computer Services		946.17
Delivery Services		3,300.99
Postage		273.26
Travel	(1) Local travel	10,740.62
	(2) Out of town Travel	93,200.21
NASDAQ Fees		1,000.00
Other Professionals		4,439.52
Other		4,463.00
<b>TOTALS</b>		<u>209,387.54</u>
Deduction Agreed to with the U.S. Trustee		2,996.71
<b>TOTALS</b>		<u>\$ 206,390.83</u>

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Attorneys for the Debtor and Debtor in Possession

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF UTAH  
CENTRAL DIVISION

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In re: )  
)  
GENEVA STEEL COMPANY, ) Bankruptcy No. 99C-21130  
a Utah corporation )  
) (Chapter 11)  
Debtor and Debtor in Possession. )  
Tax ID #93-0942346 )

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FINAL APPLICATION OF CADWALADER, WICKERSHAM & TAFT  
FOR ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED AND  
REIMBURSEMENT OF EXPENSES INCURRED THROUGH JANUARY 3, 2001

Cadwalader, Wickersham & Taft ("CWT"), counsel to Geneva Steel Company,  
the above-captioned debtor and debtor in possession ("Debtor" or "Geneva"), pursuant to

Section 330 of title 11 of the United States Code (the "Bankruptcy Code"), Rule 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Administrative Order Under 11 U.S.C. §§ 105(a) and 331 Establishing Procedures For Interim Compensation And Reimbursement Of Expenses Of Professionals, entered by this Court on June 16, 1999 (the "Administrative Order"), and the Third Amended Plan of Reorganization Jointly Proposed by Geneva Steel Company and The Official Committee of Bondholders, as Modified, Dated December 6, 2000 (the "Plan"), respectfully submits this final application for allowance of compensation and expense reimbursement ("Final Application").

#### INTRODUCTION

1. CWT seeks allowance of final compensation for professional services rendered to the Debtor and expenses incurred during the period of February 1, 1999 through January 3, 2001 (the "Application Period"). During the Application Period, CWT rendered services in the aggregate amount of \$2,271,856.40 and incurred expenses in connection with the rendition of such services in the aggregate amount of \$209,387.54. Interim fees and expenses previously approved by the Court and the request for compensation and expenses for the period October 1, 2000 to January 3, 2001 included in this Final Application reflect agreed and court-ordered fee reductions of \$82,642.80 (including a 50% reduction in compensation for travel time) and expense reductions of \$2,996.71. Accordingly, CWT requests on this Final Application total final compensation in an amount of \$2,189,213.60 and total final reimbursements of \$206,390.83.

2. Of the total final amounts requested, \$617,826.75 in compensation and \$47,060.01 in reimbursements are for the period October 1, 2000 to January 3, 2001 (the "Current Period"). The fees and expenses for the Current Period have not been the subject of a

prior interim fee application. All other fees and expenses requested have been approved on an interim basis.

3. CWT has previously submitted five interim fee applications, covering the periods February 1, 1999 to May 31, 1999, June 1, 1999 to September 30, 1999, October 1, 1999 to January 31, 2000, February 1, 2000 to May 31, 2000, and June 1, 2000 to September 30, 2000 (collectively, the "Interim Fee Applications"). Pursuant to these interim applications, the Court has approved, on an interim basis, \$1,571,386.85 in fees and \$159,330.82 in expense reimbursements. Copies of the Interim Fee Applications and supporting exhibits are on file with the Court.

4. At the commencement of this case CWT had a retainer from the Debtor in the amount of \$474,215.08. The amount held as a retainer was reduced to zero prior to this Final Application.

5. The professional services for which CWT requests a final allowance of compensation were actual, were rendered in connection with this case and were necessary to the discharge of CWT's professional responsibilities as attorneys for the Debtor. The expenses for which CWT seeks reimbursement were related to this case, actual and necessary.

6. This Final Application has 7 exhibits. They are:

Exhibit A – Total Fees and Expenses Requested

Exhibit B – Cumulative Hours Billed and Cumulative Fees Charged by Project Category

Exhibit C – Hours Expended by Each Professional: October 1, 2000 to January 3, 2001.

Exhibit D – Expenses Incurred by Expense Category: October 1, 2000 to January 3, 2001.

Exhibit E – Fees Incurred by Project Category: October 1, 2000 to January 3, 2001.

Exhibit F – Description of Fees Incurred by Project Category: October 1, 2000 to January 3, 2001.

Exhibit G – Bills, Invoices and Vouchers Supporting Expenses Incurred: October 1, 2000 to January 3, 2001.

JURISDICTION AND VENUE

7. The Court has jurisdiction to consider this Final Application pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of this Final Application is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for this Final Application are section 330 of the Bankruptcy Code and Rule 2016 of the Bankruptcy Rules.

COMPLIANCE WITH GUIDELINES AND ORDERS GOVERNING  
APPLICATIONS FOR COMPENSATION AND REIMBURSEMENT OF EXPENSES

8. This Final Application and the Interim Fee Applications have been prepared in accordance with the Administrative Order and with the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses filed under 11 U.S.C. § 330, issued on January 30, 1996 (the “Trustee’s Guidelines”).

9. CWT has not made any agreements with the Debtor or others for compensation or reimbursement relating to this case that have not been disclosed to the Court.

10. CWT has not shared or agreed to share compensation or reimbursement awarded in this case with any other person, except as among the members and employees of the firm.

## OVERVIEW

11. This was a large, complex case. It featured an entrance into Chapter 11 that was extremely challenging. In the middle, the case was marked by exemplary cooperation among the professionals retained by Geneva and the official committees, who together solved a multitude of difficult problems. At the end, there was success, but not before solving challenges at least as robust as those encountered at the beginning.

12. Geneva owns and operates the only integrated steel mill in the Western United States. During the period of this Chapter 11 case, it has had a workforce of approximately 1,800 workers, one of the largest in Utah. Since 1989, Geneva has spent approximately \$645.0 million on plant and equipment to modernize and maintain its production facilities. Geneva issued \$325.0 million of unsecured senior notes and \$40.0 million of redeemable preferred stock to finance these improvements.

13. As a result of the debt incurred and preferred stock issued to finance Geneva's modernization program, Geneva's balance sheet was highly leveraged. The Company's annual interest expense was approximately \$40.0 million. Beginning in 1998, just as the modernization effort reached its conclusion, an unprecedented surge in foreign steel imports flooded the U.S. steel market. Many of these foreign steel imports were illegally dumped (sold at unfairly low prices). As a consequence of the record high levels of low-priced steel imports and the resultant deteriorating market conditions, Geneva's overall price realization and shipments declined precipitously and Geneva experienced significant negative cash flow during late 1998 and 1999. By February 1, 1999, the Company had not paid approximately \$9.0 million on the senior notes (payment due January 15, 1999) and \$28.5 million in dividends on

the preferred stock (no dividends paid since March 1996). Due to covenants contained in its then existing financing arrangements, Geneva was unable to pledge unencumbered assets to obtain additional financing to operate its business. Geneva was, thus, forced to file a petition for relief under Chapter 11 on February 1, 1999.

14. Geneva and its bankruptcy professionals confronted a challenging set of problems. The needs for operating capital and stabilization of the workforce demanded immediate attention. In the longer term, Geneva had to develop a plan for bringing its debt into balance with its assets and earning capacity, and it had to find a lender who would provide the financing necessary to make such a plan feasible.

15. Each of these problems was solved. Approval and implementation of debtor in possession financing, the emergence of trade credit and the sale of non-core assets addressed the need for operating capital. A series of orders concerning wages and benefits and a key employee retention plan stabilized the workforce. Agreement by the two official committees to the concept of exchanging all debt for equity created the foundation for a plan of reorganization. The foundation was strengthened by the agreement of two large bondholders in early 2000 to backstop a rights offering. The Emergency Steel Loan Guarantee Act, which authorized the United States to guarantee up to 85% of loans to distressed steel companies, added a critical piece to the plan puzzle. Building on the prospect of a guaranteed term loan that would replace the existing debtor in possession financing, Geneva was able to negotiate a complementary line of credit, primarily secured by accounts receivable and inventory. With each of these pieces in place, a confirmable plan existed.

16. While the importance of the Emergency Steel Loan Guarantee Act cannot be overstated, the mere passage of the act did not guarantee success. Geneva was the first steel company to have a guarantee approved by the Emergency Steel Loan Guarantee Board. More significantly, Geneva is the only company to close a guaranteed loan. This is not happenstance, but a testament to the talents and sheer determination of Geneva's management and the professionals involved in this case.

CWT AND LEBOEUF HAVE WORKED TOGETHER TO AVOID  
DUPLICATION AND MINIMIZE COST TO THE ESTATE

17. CWT and LeBoeuf have, from the outset, worked together to avoid duplication and to take maximum advantage of LeBoeuf's proximity to the Debtor and the Court. Counsel, management, and Debtor's financial advisor, Blackstone, conducted weekly conference calls to review and organize all work in progress. These calls ensured that work was assigned efficiently, without duplication. A list of projects was maintained and updated weekly to memorialize the assignment process. In addition, Leboeuf has taken on those tasks that require substantial time at the Company. CWT has been responsible for exit financing issues and has primarily handled the issues that required interface with the Bondholders, including the negotiation and preparation of the Plan. This careful allocation of responsibility between CWT and LeBoeuf has minimized both the fees and expenses charged to the estate.

SUMMARY OF SERVICES PERFORMED BY CADWALADER  
DURING THE BANKRTUPCY CASE

18. The following highlights the major areas in which CWT devoted a substantial amount of time and effort during the Debtor's bankruptcy case.



A. Development, Drafting, Approval and Implementation of the Plan

(1) Plan, Disclosure Statement and Related Documents

CWT had primary responsibility for the development and drafting of the Plan. CWT devoted a significant amount of its time to drafting and finalizing the Plan and Disclosure Statement, as well as drafting certain related documents. From the earliest days of the case, the terms of the Plan and Disclosure Statement had been extensively discussed with Geneva and the official committees, and initial drafts were completed. On June 30, 2000 the Emergency Steel Guarantee Loan Board approved Geneva's application for an 85% guarantee of a loan from Citicorp USA to Geneva designed to be part of Geneva's exit financing. With this guarantee in place, CWT assisted in quickly moving to finalize the Plan and Disclosure Statement, both of which were filed on July 20, 2000. CWT also analyzed the tax implications of the corporate restructuring transactions contemplated by the Plan. It developed a strategy for effecting these transactions in a tax efficient manner and prepared an opinion on the tax treatment of the transactions. Contemporaneously with the filing of the Plan and Disclosure Statement, a motion to approve certain voting procedures for holders of Geneva's 9.5% Notes and 11.125% Notes and an objection to the proofs of claim filed by individual Noteholders was filed.

(2) Approval of the Disclosure Statement

On August 24, 2000, the Disclosure Statement hearing was held. In preparation for the hearing, CWT reviewed the objections to the Disclosure Statement filed by various parties, including the United States Trustee and the Securities and Exchange Commission. CWT negotiated with the various parties objecting to the Disclosure Statement and made certain modifications to the Disclosure Statement and Plan to address these concerns. On August 24, 2000 the Disclosure Statement, incorporating such modifications, was filed with the court and approved.

In addition to addressing the various objections to the Disclosure Statement, CWT spent a significant amount of time prior to the Disclosure Statement hearing responding to telephone inquiries from Geneva's creditors seeking an explanation of the status of the case. Notice of the Disclosure Statement hearing was sent to all of Geneva's creditors, including the Noteholders. This extensive mailing generated numerous inquiries from individuals not represented by counsel who were unfamiliar with the bankruptcy process.

(3) Solicitation of Votes on the Plan of Reorganization

Shortly after the approval of the Disclosure Statement, copies of the Plan, Disclosure Statement, and ballots (if applicable) were sent to all of Geneva's creditors as well as all of Geneva's interest holders. CWT supervised the preparation of these materials and coordinated with Geneva's balloting agent, Georgeson Shareholder Communications Inc., in the distribution of the materials. CWT also spent a considerable amount of time explaining the balloting process and the terms of the Plan to Geneva's creditors and interest holders. Ballots to accept or reject the Plan were originally due on October 6, 2000, but the deadline was extended upon the request of certain creditors until October 10, 2000.

(4) Approval of the Plan

On October 13, 2000, the confirmation hearing commenced. In preparation for the hearing, CWT reviewed the objections to confirmation of the Plan filed by SAP, Inc., GATX, Inc., the Securities and Exchange Commission, the United States Trustee and various Geneva shareholders. At the hearing, CWT placed in evidence a certification of the balloting agent demonstrating acceptance of the Plan by both classes entitled to vote on the Plan. CWT informed the Court that that it had reached agreements with SAP and GATX resolving their objections. Then, due to complications concerning the exit financing facility and the equity

rights offering, the Plan proponents elected to adjourn the confirmation hearing. Thereafter, CWT prepared and filed a brief in support of confirmation of the Plan.

On November 21, 2000, the Plan confirmation hearing resumed. CWT presented argument that the modifications to the Plan contained in the Second Amended Plan, including the release of Albert Fried & Co. LP from its standby commitment in return for its agreement to fund Tranche C of the new term loan included in exit financing facility, and the threat by Loomis Sayles & Co. Inc. not to perform under its standby commitment, did not require a resolicitation of persons entitled to vote on the Plan. CWT informed the Court that that the SEC and the United States Trustee had agreed to withdraw their objections to the Plan in return for the proponents' agreement to modify the releases and injunctions contained in the Plan. CWT presented evidence that the Plan as amended complied with all of the confirmation standards set forth in Section 1129 of the Bankruptcy Code. Loomis Sayles presented evidence in support of certain objections to the Plan that were filed on the day of the hearing. On November 22, the Court entered an order confirming the Plan.

(5) Preparation of Documents Related to the Consummation of the Plan

CWT devoted a significant amount of time to negotiating and drafting certain documents pertaining to the implementation of the Plan. Each of the major provisions of the Plan required the preparation of additional documents. The new corporate organization of Geneva required the drafting of various Articles of Incorporation, By-laws and merger documents. The equity rights offering proposed under the Plan also required the creation of an additional series of documents. Finally, other documents critical to the implementation of the Plan were also drafted, such as documents pertaining to the listing of the reorganized Geneva on the NASDAQ National Market. CWT took the lead in negotiating and drafting these documents.

B. Other Services Rendered to the Estate

(1) Initial Case Management:

On the Petition Date, the Debtor filed several first-day motions. These motions were aimed at effectuating a smooth transition for the Debtor into chapter 11. They included a motion to allow the Debtor to maintain its existing bank accounts and business forms, a motion approving certain investment guidelines which the Debtor sought to implement and a motion granting the Debtor an extension of time in which to file its schedules in this case. All of these motions were granted. Most importantly, the Court also granted a motion authorizing the Debtor to pay certain prepetition obligations to its employees for wages, compensation and employee benefits.

(2) DIP Financing:

One of CWT's most substantial undertakings in the case was the approval and implementation of the Debtor's post petition credit facility (the "DIP Facility"). Although a motion to approve the DIP Facility was filed on the Petition Date, it was subsequently denied by the Court shortly thereafter. This denial required CWT, co-counsel and management to develop a strategy for seeking reconsideration of the motion and for responding to another denial of the motion. CWT and co-counsel prepared for a new hearing on the DIP facility motion and for an immediate appeal of an adverse decision, as well as a motion to have the reference withdrawn from the bankruptcy court.

CWT and LeBoeuf ultimately succeeded in obtaining a withdrawal of the reference from the Bankruptcy Court. One week later CWT and LeBoeuf embarked upon a four-day evidentiary hearing before the District Court seeking approval of the DIP Facility. During the hearing, and the days leading up to it, CWT attorneys prepared supplemental motion papers and proposed findings of fact and conclusions of law; (ii) compiled evidence to be submitted at

the hearing; (iii) negotiated with the Debtor's DIP lender and other parties in interest regarding a myriad of issues relating to the delay in the approval of the DIP Facility; (iv) prepared witnesses for the hearing; and (v) engaged in general preparation for the hearing itself. Finally, on February 19, 1999, CWT and the Debtor's other professionals had successfully demonstrated to the District Court that the DIP Facility was necessary and appropriate for the Debtor, and the DIP Facility was approved.

CWT's involvement with the Debtor's financing needs did not end with the approval of the DIP Facility. The Debtor had a continuing need for counsel's advice and assistance on a variety of issues relating to the operation of the DIP Facility, including the valuation of the Debtor's fixed assets and the establishment and removal of reserves. With the assistance of counsel and its financial advisor, the Debtor succeeded in establishing an adequate valuation and in having many reserves eliminated or reduced. These efforts created the level of borrowing availability under the DIP Facility that the Debtor needed to continue its operations.

(3) Employee Retention Program:

To assist the debtor in meeting its need for stability in management, CWT negotiated, prepared and filed a motion seeking approval of a key employee retention program. CWT spent considerable time discussing various options to be implemented under the program with the Debtor's management, the compensation committee, and the full board of directors. CWT also reviewed comparable plans previously approved in other large bankruptcy cases in order to advise the board about the appropriate terms for a plan. CWT discussed the plan with the two official committees and succeeded in negotiating amendments which eliminated any objections by the committees to the plan. Objections to the motion were filed by the United Steelworkers of America and the United States Trustee. CWT prepared the appropriate responses to the objections and attended the hearing on the motion. After the initial denial of the

motion by the Court, CWT assisted Geneva in resolving the Steelworkers' objection. The revised motion was approved. The Court, on an interim basis, reduced CWT's fees related to the key employee retention program by \$12,500. This Final Application does not seek to reverse that reduction.

(4) Extension of Exclusive Period:

CWT prepared and filed five motions seeking authorization to extend the Debtor's exclusive periods to file a plan of reorganization and to solicit acceptances of the plan. CWT was also successful in gaining the support of the two official committees for these motions. This was accomplished by using the expiring exclusive periods as a platform for evaluating the status of the case and for setting scheduling benchmarks. This process helped preserve the harmony among the Geneva and the official committees that contributed to a successful resolution of the case.

(5) Committee Related Activities:

CWT has devoted substantial time to meeting with both the Bondholders' Committee and the Creditors' Committee regarding the Debtor's operations, liquidity and other general case matters. CWT met with these committees in both New York and Utah on more than one occasion. CWT attempted to maintain open lines of communication with these constituents in an effort to promote and effectuate an effective reorganization of the Debtor. To that end, CWT counseled the Debtor on numerous issues which have been raised by both the Bondholders' Committee and Creditors' Committee.

(6) Marketing and Sale of Certain Non-Core Assets

CWT assisted the Debtor in selling certain non-core assets. As a result of this effort, the large diameter pipe mill was successfully sold in July, 1999, bringing (after resolution of a post-closing dispute) a total of \$4.5 million into the Debtor's estate. Similarly, CWT

assisted in the successful sale of the Keigley Quarry. The sale of the Keigley Quarry brought an addition \$8.5 million into the Debtor's estate. CWT also assisted Geneva in its efforts to sell the Williams farm property, although the property was not sold during the case.

(7) Loan Application Under the Emergency Steel Loan Guaranty Act

CWT assisted the Debtor in all aspects of its preparation and submission of an application under the Emergency Steel Loan Guaranty Act (the "Steel Loan Act"). Signed into law in August of 1999, the Steel Loan Act established a program whereby the federal government would guaranty up to \$1 billion in private loans to financially distressed members of the United States steel industry. Although passed in August, the regulations associated with the Steel Loan Act were not issued until October 18, 1999. The regulations originally established a December 30<sup>th</sup> deadline for filing applications, which was first extended until January 31<sup>st</sup> and then subsequently extended until February 29<sup>th</sup>.

CWT provided support to the Debtor during all phases of the application process. CWT analyzed the regulations in detail to both confirm that a loan guaranteed under the Steel Loan Act would be in the best interest of the Debtor and determine a loan structure that complied with the regulations. CWT helped prepare the solicitation materials sent to prospective lenders and helped evaluate the various proposals. After assisting the Debtor in selecting a lender, CWT participated in the negotiation of the proposed loan terms and ultimately assisted in the submission of the application to the Emergency Steel Loan Guaranty Board on January 31, 2000.

After the Board approved a guaranty for Geneva, CWT assisted in the negotiation of the guarantee terms and form. This included meetings, conversations and correspondence with both the Board and Citicorp and its counsel.

(8) Loomis Sayles Adversary Proceeding.

On or about October 24, 2000, Loomis Sayles filed an adversary complaint against Geneva seeking a declaratory judgment that it had no obligation to perform under its standby commitment in connection with the equity rights offering contemplated in the Plan. The adversary complaint asserted a failure of conditions to such standby commitment, including the alleged occurrence of a material adverse change in the financial condition of Geneva. Discovery commenced. The parties exchanged documents and expert reports, answered interrogatories and took depositions. Following consummation of the Plan, Geneva and Loomis entered into a settlement agreement, subject to Court approval.

(9) GATX Lease Rejection

CWT handled the rejection by Geneva of an unexpired lease with GATX on a plasma-fired cupola. A hearing on the rejection was held on June 26, 2000 at which time Geneva's rejection of the lease was approved. In response to this rejection, GATX filed a proof of claim seeking approximately \$30 million in damages, and alleging that \$7.2 million of such sum was entitled to priority status as an administrative claim. CWT filed an objection to GATX's proof of claim. In preparation for the hearing on the objection, CWT took depositions, met with experts concerning the resale value of the cupola and made other trial preparations. The hearing was held on August 22 and 23, 2000 and CWT was successful in having GATX's claim reduced to \$24.2 million, none of which was accorded a priority status.

(10) Other:

CWT has worked with LeBoeuf, the Debtor and the Debtor's other professionals in the following tasks:

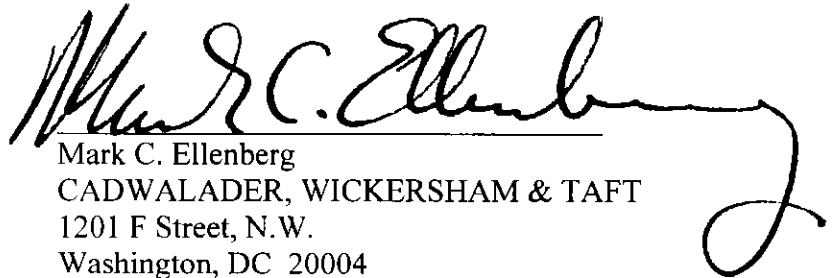
- addressing the reclamation claims of certain trade creditors;



- responding to the motions of various parties seeking either an assumption or rejection of certain prepetition contracts, including those of First Security Bank, Altius Health Plan, Ryder Integrated Logistics, the Jazz Basketball Investors and SAP;
- preparing for and attending the Debtor's § 341 meeting;
- responding to the discovery requests of the Bondholders' Committee regarding the retention of the Debtor's financial advisors;
- obtaining authorization to pay the coke oven inspectors contracted for by the Utah Department of Environmental Quality;
- obtaining authorization for financing of insurance premiums;
- working with the parties in interest in establishing certain procedures regarding the compensation of fees and reimbursement of expenses; and
- preparing motion papers to establish a bar date in the Debtor's case.

WHEREFORE, CWT respectfully requests that the Court award \$2,189,213.60 as final compensation for the services rendered during the Application Period and award reimbursement of expenses in the amount of \$206,390.83 for the Application Period, and award such other and further relief as this Court deems just and proper.

Dated: March 2, 2001



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Attorneys for Debtor and Debtor-in-Possession

**CERTIFICATE OF SERVICE**

I certify that on March 3, 2001 , a true and correct copy of the foregoing was  
served upon the following parties by Federal Express delivery:

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