

50-275/323

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Special Counsel to Debtor
PACIFIC GAS AND ELECTRIC COMPANY

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re
PACIFIC GAS AND ELECTRIC
COMPANY, a California corporation,

Debtor.

Federal ID No. 94-0742640

Chapter 11
Case No. 01-30923 DM
COOLEY GODWARD LLP'S EIGHTH COVER
SHEET APPLICATION FOR ALLOWANCE AND
PAYMENT OF INTERIM COMPENSATION AND
REIMBURSEMENT OF EXPENSES FOR THE
PERIOD JANUARY 1, 2002 - JANUARY 31, 2002

[No Hearing Scheduled]

Cooley Godward LLP (the "Firm") submits this Eighth Cover Sheet Application (the "Application") for Allowance and Payment of Interim Compensation and Reimbursement of Expenses for the Period January 1, 2002 - January 31, 2002 (the "Application Period").

This Application is made pursuant to the Order Establishing Interim Fee Application and Expense Reimbursement Procedure that was entered on or about June 26, 2002 as amended November 8, 2002 ("Interim Fee Order"). Paragraph 4 of the Interim Fee Order contemplates that the Debtor shall pay a portion of its professionals undisputed fees and all costs after the fifteenth day of the month following the filing and service of the Application ("Interim Compensation").

In support of this Application, the Firm respectfully represents as follows:

1. The Firm is Special Counsel to Pacific Gas and Electric Company (the "Debtor").

The Firm hereby applies to the Court for allowance and payment of interim compensation for

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697273 v5/SF
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COOLEY GODWARD LLP'S NOTICE
OF 8TH COVER SHEET APPLICATION
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1.

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services rendered and reimbursement of expenses incurred during the Application Period.

2. The Firm billed a total of \$160,002.13 in fees and expenses during the Application Period. The total fees represent approximately 514.90 hours expended during the period covered by this Application. These fees and expenses break down as follows:

PERIOD	FEES	EXPENSES	TOTAL
January 1 to January 31, 2002	\$148,211.50	\$11,790.63	\$160,002.13

3. Accordingly, the Firm seeks allowance of interim compensation in the amount of a total of \$137,770.41 at this time. This total is comprised as follows: \$125,979.78 (85%) of the fees for services rendered¹ plus \$11,790.63 (100% of the expenses incurred).

4. For the post-petition period, the Firm has been paid to date as follows: \$1,333,475.01.

5. To date, the Firm is owed the sum of \$167,626.57 (excluding amounts owed pursuant to this Application).

6. With regard to the copies of this Application served on counsel for the Committee, counsel for the Debtor and the Office of the United States Trustee, attached as Exhibit 1 hereto is the name of each professional who performed services in connection with this case during the period covered by this Application and the hourly rate for each such professional; and (b) attached as Exhibit 2 are the detailed time and expense statements for the Application Period that comply with all Northern District of California Bankruptcy Local Rules and Compensation Guidelines and the Guidelines of the Office of the United States Trustee.

7. The Firm has served a copy of this Application (without Exhibits) on the Special Notice List in this case.

8. Pursuant to this Court's Interim Fee Order the Debtor is authorized to make the payment requested herein without a further hearing or order of this Court unless an objection to this Application is filed with the Court by the Debtor, the Committee or the United States Trustee

¹ Payment of this amount would result in a "holdback" of \$22,231.72, plus the holdback from the Seventh application of \$30,543.96 for total fees held back of approximately \$52,775.68. This figure does not take into account sums that will be paid by the Debtor to Firm following the Court's February 26, 2002 approval of the Firm's Second Interim Application for compensation.

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2.

1 and served by the fifteenth day of the month following the service of this Application. If such an
2 objection is filed, Debtor is authorized to pay the amounts, if any, not subject to the objection. The
3 Firm is informed and believes that this Application was mailed by first class mail, postage prepaid,
4 on or about February 28, 2002.

5 9. The interim compensation and reimbursement of expenses sought in this
6 Application is on account and is not final. Upon the conclusion of these cases, the Firm will seek
7 fees and reimbursement of the expenses incurred for the totality of the services rendered in the
8 case. Any interim fees or reimbursement of expenses approved by this Court and received by the
9 Firm (along with the Firm's retainer) will be credited against such final fees and expenses as may
10 be allowed by this Court.

11 10. The Firm represents and warrants that its billing practices comply with all Northern
12 District of California Bankruptcy Local Rules and Compensation Guidelines and the Guidelines of
13 the Office of the United States Trustee. Neither the Firm nor any members of the Firm has any
14 agreement or understanding of any kind or nature to divide, pay over or share any portion of the
15 fees or expenses to be awarded to the Firm with any other person or attorney except as among the
16 members and associates of the Firm.

17 WHEREFORE, the Firm respectfully requests that the Debtor pay compensation to the Firm
18 as required herein pursuant to and in accordance with the terms of the Interim Fee Order.

19 Dated: February 28, 2002

COOLEY GODWARD LLP

By: 

J. Michael Kelly

Special Counsel to Debtor
PACIFIC GAS AND ELECTRIC COMPANY

1 PROOF OF SERVICE

2 I, Kris Tsao Cachia, hereby declare:

3 I am employed in the City of San Francisco, County of San Francisco, California in the
4 office of a member of the bar of this court at whose direction the following service was made. I
5 am over the age of eighteen years and not a party to the within action. My business address is
6 Cooley Godward LLP, One Maritime Plaza, 20th Floor, San Francisco, California 94111-3580.

7 On February 28, 2002, I served the foregoing document(s) described as:

8 Cooley Godward LLP's Eighth Cover Sheet Application for Allowance and Payment
9 of Interim Compensation and Reimbursement of Expenses for the Period January 1,
10 2002 - January 31, 2002
(Served with exhibits, except to the Court, which has explicitly requested no exhibits)

11 on the interested parties in this action by placing a true copies thereof, on the above date, enclosed
12 in sealed envelopes for service and prepared for processing in the manner indicated below,
13 addressed as follows or as stated on the attached service list:

14 Debtor's Counsel via Messenger

14 Janet A. Nexon
15 James L. Lopes
16 Jeffrey L. Schaeffer
Howard, Rice, Nemerovski, Canady, Falk & Rabkin
16 Three Embarcadero Center, 7th Floor
San Francisco, CA 94111

Counsel to the Unsecured Creditors

Committee via Federal Express
Robert Jay Moore
Paul S. Aronson
Milbank, Tweed, Hadley & McCloy LLP
601 South Figueroa Street
Los Angeles, California 90017

17 U.S. Trustee via Messenger

18 Office of the U.S. Trustee
19 Attn: Stephen Johnson
20 250 Montgomery Street, Suite 1000
San Francisco, CA 94104-3401

21 XX (BY FEDERAL EXPRESS) I am personally and readily familiar with the business
22 practice of Cooley Godward LLP for collection and processing of notices and other papers to be
23 sent by overnight delivery service. Pursuant to that business practice, envelopes and packages are
24 placed for collection at designated stations and in the ordinary course of business are that same day
delivered to an authorized courier or driver authorized by such express service carrier to receive
documents, in an envelope or package designated by such express service carrier, with delivery
fees paid or provided for.

25 XX (BY MESSENGER SERVICE) I am readily familiar with my office's practice for
26 collection and processing of correspondence for hand delivery by messenger service.
27 Correspondence so collected and processed is picked up that same day by a messenger service
28 known by this office based on past experience to be reliable, with instructions to be delivered by
hand that same day to the offices of the addressee(s) listed above or on the attached service list.

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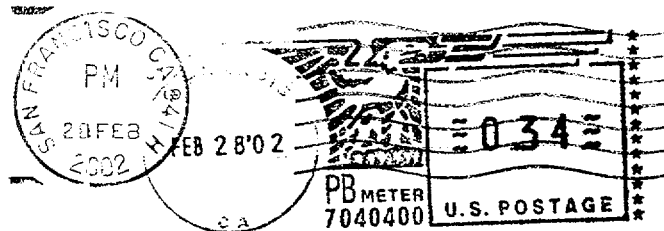
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on February 28, 2002 at San Francisco, California.


Kris Tsao Cachia



Cooley Godward LLP

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20th Floor
San Francisco, CA 94111-3580



U.S. Nuclear Regulatory Commission
Attn: Document Control Desk
Washington, DC 20555-0001

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