

1 Brown, Williams, Moorhead & Quinn, Inc.  
2 1155 15<sup>th</sup> Street, N.W. Suite 400  
3 Washington, D.C. 20005  
4 Telephone: (202)775-8994  
5 Facsimile: (202)223-9159

50-245/3219

6  
7 Consultant for the Debtor  
8  
9  
10  
11

12 UNITED STATES BANKRUPTCY COURT  
13  
14 NORTHERN DISTRICT OF CALIFORNIA  
15  
16 SAN FRANCISCO DIVISION  
17

18  
19 In re

Case No. 01-30923 DM

20  
21 PACIFIC GAS AND ELECTRIC  
22 COMPANY, a California corporation

Chapter 11 Case

23  
24 Debtor.  
25  
26

[No Hearing Scheduled]

27 Federal I. D. No. 94-0742640  
28  
29  
30  
31

32 BROWN, WILLIAMS, MOORHEAD & QUINN, INC.'S  
33 COVER SHEET APPLICATION FOR ALLOWANCE AND PAYMENT  
34 OF INTERIM COMPENSATION AND REIMBURSEMENT OF EXPENSES  
35 FOR THE PERIOD FEBRUARY 1, 2002 TO FEBRUARY 28, 2002  
36

37 Brown, Williams, Moorhead & Quinn, Inc. (the "Firm") submits its Cover Sheet  
38 Application (the "Application") for Allowance and Payment of Interim Compensation and  
39 Reimbursement of Expenses for the Period February 1, 2002 to February 28, 2002 (the  
40 "Application Period"). In support of the Application, the Firm respectfully represents as  
41 follows:

*Acc 1 Add Rids Ogc Mail Center*

1           1. The Firm is consultant to Pacific Gas and Electric Company, [debtor and  
2 debtor-in-possession in the above-referenced bankruptcy case (the "Debtor") or the Official  
3 Committee of Unsecured Creditors]. The Firm hereby applies to the Court for allowance and  
4 payment of interim compensation for services rendered and reimbursement of expenses incurred  
5 during the Application Period.

6           2. The Firm billed a total of \$59,460.10 in fees and expenses during the  
7 Application Period. The Total fees represent 256.5 hours expended during the Application  
8 Period. These fees and expenses break down as follows:

9           Period	Fees	Expenses	Total
10          February, 2002	\$ 59,400.00	\$ 60.10	\$ 59,460.10

11           3. Accordingly, the Firm seeks allowance of interim compensation in the total  
12 amount of \$59,460.10 at this time. This total is comprised as follows: \$50,490.00 (90% (85%  
13 after July 31) of the fees for services rendered)<sup>1</sup> plus \$60.10 (100% of the expenses incurred).

14           4. For the post-petition period, the Firm has been paid to date as follows:

15          Application Period	Amount Applied For	Description	Amount Paid
16          September 20 <sup>th</sup> - 30 <sup>th</sup>	\$ 34,483.68	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00
17          October 1 <sup>st</sup> - 31 <sup>st</sup>	\$ 92,759.25	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00
18          November 1 <sup>st</sup> - 30 <sup>th</sup>	\$ 37,037.26	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00

<sup>1</sup> Payment of this amount would result in a "holdback" of \$8,910.00.

1	December 1 <sup>st</sup> - 31 <sup>st</sup>	\$ 5,043.25	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00
2	January 1 <sup>st</sup> - 31 <sup>st</sup>	\$ 12,203.26	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00
3	February 1 <sup>st</sup> - 28 <sup>th</sup>	\$ 50,550.10	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00
4	Total Paid to the Firm to Date	\$ 232,076.80		\$ 0.00

5. To date, the Firm is owed as follows (excluding amounts owed pursuant to the Application).

Application Period	Amount	Description
First (9/20/01 - 9/30/01)	\$ 6,065.62	10% (15% after July 31) fee holdback and or portion of
Second (10/01/01 - 10/31/01)	\$ 16,335.00	10% (15% after July 31) fee holdback and or portion of
Third (11/01/01 - 11/30/01)	\$ 6,523.12	10% (15% after July 31) fee holdback and or portion of
Fourth (12/01/01 - 12/31/01)	\$ 888.75	10% (15% after July 31) fee holdback and or portion of
Fifth (01/01/02 - 01/31/02)	\$ 2,147.30	10% (15% after July 31) fee holdback and or portion of
Sixth (02/01/02 - 02/28/02)	\$ 8,910.00	10% (15% after July 31) fee holdback and or portion of
Total Owed to Firm to Date	\$ 40,869.79	

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

1 case during the period covered by this Application and the hourly rate for each such professional;  
2 and (b) attached as Exhibit 2 are the detailed time and expense statements for the Application  
3 Period that comply with all Northern District of California Bankruptcy Local Rules and  
4 Compensation Guidelines and the Guidelines of the Office of the United States Trustee.

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

7 8. Pursuant to this Court's "ORDER ESTABLISHING INTERIM FEE  
8 APPLICATION AND EXPENSE REIMBURSEMENT PROCEDURE" which was entered on  
9 or about March 25, 2002, the Debtor is authorized to make the payment requested herein without  
10 a further hearing or order of this Court unless an objection to this Application is filed with the  
11 Court by the Debtor, the Committee or the United States Trustee and served by the fifteenth day  
12 of the month following the service of this Application. If such an objection is filed, Debtor is  
13 authorized to pay the amounts, if any, not subject to the objection. The Firm is informed and  
14 believe that this Cover Sheet Application was mailed by first class mail, postage prepaid, on or  
15 about March 25, 2002.

16 9. This interim compensation and reimbursement of expenses sought in this  
17 Application is on account and is not final. Upon the conclusion of this case, the Firm will seek  
18 fees and reimbursement of the expenses incurred for the totality of the services rendered in the  
19 case. Any interim fees or reimbursement of expenses approved by this Court and received by the  
20 Firm (along with the Firm's retainer) will be credited against such final fees and expenses as may  
21 be allowed by this Court.

22 10. The Firm represents and warrants that its billing practices comply with all  
23 Northern District of California Bankruptcy Local Rules and Compensation Guidelines and the

1 Guidelines of the Office of the United States Trustee. Neither the Firm nor any members of the  
2 Firm has any agreement or understanding of any kind or nature to divide, pay over or share any  
3 portion of the fees or expenses to be awarded to the Firm with any other person or attorney  
4 except as among the members and associates of the Firm.

5 WHEREFORE, the Firm respectfully requests that the Debtor pay  
6 compensation to the Firm as requested herein pursuant to and in accordance with the terms of the  
7 "ORDER ESTABLISHING INTERIM FEE APPLICATION AND EXPENSE  
8 REIMBURSEMENT PROCEDURE."

9  
10 Dated: Mar. 25, 2002

BROWN, WILLIAMS, MOORHEAD & QUINN, INC

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34

By: Adrian L. Moorhead  
Adrian L. Moorhead, President  
Consultant to Pacific Gas & Electric Co.