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13 UNITED STATES BANKRUPTCY COURT
14 NORTHERN DISTRICT OF CALIFORNIA
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16 SAN FRANCISCO DIVISION
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19 In re
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21 PACIFIC GAS AND ELECTRIC
22 COMPANY, a California corporation
23
24 Debtor.
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27 Federal I. D. No. 94-0742640

Case No. 01-30923 DM

Chapter 11 Case

[No Hearing Scheduled]

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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 NOVEMBER 1, 2001 TO NOVEMBER 30, 2001
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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 November 1, 2001 to November 30, 2001 (the
40 "Application Period"). In support of the Application, the Firm respectfully represents as
41 follows:

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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 \$43,460.38 in fees and expenses during the
7 Application Period. The Total fees represent 187.0 hours expended during the Application
8 Period. These fees and expenses break down as follows:

9 Period	Fees	Expenses	Total
10 November, 2001	\$ 43,487.50	\$ 72.88	\$ 43,560.38

11 3. Accordingly, the Firm seeks allowance of interim compensation in the total
12 amount of \$43,560.38 at this time. This total is comprised as follows: \$36,964.38 (90% (85%
13 after July 31) of the fees for services rendered)¹ plus \$72.88 (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 th - 30 th	\$ 34,483.68	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00
17 October 1 st - 31 st	\$ 92,759.25	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00
18 November 1 st - 30 th	\$ 37,037.26	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00

¹ Payment of this amount would result in a "holdback" of \$6,523.12.

1	Total Paid to the Firm to Date	\$ 164,280.19		\$ 0.00
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4 5. To date, the Firm is owed as follows (excluding amounts owed pursuant to
5 the Application).

6	Application Period	Amount	Description
7	First (9/20/01 - 9/30/01)	\$ 6,065.62	10% (15% after July 31) fee holdback and or portion of
8	Second (10/1/01 - 10/31/01)	\$ 16,335.00	10% (15% after July 31) fee holdback and or portion of
9	Third (11/01/01 - 11/30/01)	\$ 6,523.12	10% (15% after July 31) fee holdback and or portion of
10	Total Owed to Firm to Date	\$ 28,923.74	

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

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

21 8. Pursuant to this Court's "ORDER ESTABLISHING INTERIM FEE
22 APPLICATION AND EXPENSE REIMBURSEMENT PROCEDURE" which was entered on
23 or about March 25, 2002, the Debtor is authorized to make the payment requested herein without

1 a further hearing or order of this Court unless an objection to this Application is filed with the
2 Court by the Debtor, the Committee or the United States Trustee and served by the fifteenth day
3 of the month following the service of this Application. If such an objection is filed, Debtor is
4 authorized to pay the amounts, if any, not subject to the objection. The Firm is informed and
5 believe that this Cover Sheet Application was mailed by first class mail, postage prepaid, on or
6 about March 25, 2002.

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

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

19 WHEREFORE, the Firm respectfully requests that the Debtor pay
20 compensation to the Firm as requested herein pursuant to and in accordance with the terms of the
21 "ORDER ESTABLISHING INTERIM FEE APPLICATION AND EXPENSE
22 REIMBURSEMENT PROCEDURE."
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Dated: Mar. 25, 2002

BROWN, WILLIAMS, MOORHEAD & QUINN, INC

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