

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

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  
20  
21 PACIFIC GAS AND ELECTRIC  
22 COMPANY, a California corporation  
23  
24 Debtor.  
25  
26  
27 Federal I. D. No. 94-0742640

Case No. 01-30923 DM  
Chapter 11 Case  
[No Hearing Scheduled]

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 APRIL 1, 2002 TO APRIL 30, 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 April 1, 2002 to April 30, 2002 (the "Application  
40 Period"). In support of the Application, the Firm respectfully represents as follows:

- 41 1. The Firm is consultant to Pacific Gas and Electric Company, [debtor and

*A001 Add: Ridsdge Mail Center*

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

5 2. The Firm billed a total of \$23,343.41 in fees and expenses during the  
 6 Application Period. The Total fees represent 96.0 hours expended during the Application  
 7 Period. These fees and expenses break down as follows:

8 Period	Fees	Expenses	Total
9 April, 2002	\$ 23,287.50	\$ 55.91	\$ 23,343.41

10 3. Accordingly, the Firm seeks allowance of interim compensation in the total  
 11 amount of \$19,850.28 at this time. This total is comprised as follows: \$19,794.37 (90% (85%  
 12 after July 31) of the fees for services rendered)<sup>1</sup> plus \$55.91 (100% of the expenses incurred).

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

14 Application Period	Amount Applied For	Description	Amount Paid
15 September 20 <sup>th</sup> - 30 <sup>th</sup>	\$ 34,483.68	90% (85% after July 31) of fees and 100% of Expenses	\$ 34,483.68
16 October 1 <sup>st</sup> - 31 <sup>st</sup>	\$ 92,759.25	90% (85% after July 31) of fees and 100% of Expenses	\$ 92,759.25
17 November 1 <sup>st</sup> - 30 <sup>th</sup>	\$ 37,037.26	90% (85% after July 31) of fees and 100% of Expenses	\$ 37,037.26
18 December 1 <sup>st</sup> - 31 <sup>st</sup>	\$ 5,043.25	90% (85% after July 31) of fees and 100% of Expenses	\$ 5,043.25

<sup>1</sup> Payment of this amount would result in a "holdback" of \$3,493.13.

1	January 1 <sup>st</sup> - 31 <sup>st</sup>	\$ 12,203.26	90% (85% after July 31) of fees and 100% of Expenses	\$ 12,203.26
2	February 1 <sup>st</sup> - 28 <sup>th</sup>	\$ 50,550.10	90% (85% after July 31) of fees and 100% of Expenses	\$ 50,550.10
3	March 1 <sup>st</sup> - 31 <sup>th</sup>	\$ 25,191.80	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00
4	April 1 <sup>st</sup> - 30 <sup>th</sup>	\$19,850.28	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00
5	Total Paid to the Firm to Date	\$ 277,118.88		\$ 232,076.80

7  
8 5. To date, the Firm is owed as follows (excluding amounts owed pursuant to  
9 the Application).

10	Application Period	Amount	Description
11	First (9/20/01 - 9/30/01)	\$ 6,065.62	10% (15% after July 31) fee holdback and or portion of
12	Second (10/01/01 - 10/31/01)	\$ 16,335.00	10% (15% after July 31) fee holdback and or portion of
13	Third (11/01/01 - 11/30/01)	\$ 6,523.12	10% (15% after July 31) fee holdback and or portion of
14	Fourth (12/01/01 - 12/31/01)	\$ 888.75	10% (15% after July 31) fee holdback and or portion of
15	Fifth (01/01/02 - 01/31/02)	\$ 2,147.30	10% (15% after July 31) fee holdback and or portion of
16	Sixth (02/01/02 - 02/28/02)	\$ 8,910.00	10% (15% after July 31) fee holdback and or portion of
17	Seventh (03/01/02-03/31/02)	\$ 4,430.63	10% (15% after July 31) fee holdback and or portion of
18	Eighth (04/01/02-04/30/02)	\$ 3,493.13	10% (15% after July 31) fee holdback and or portion of

1 Total Owed to Firm to Date

\$ 48,793.55

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

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

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

21 9. This interim compensation and reimbursement of expenses sought in this  
22 Application is on account and is not final. Upon the conclusion of this case, the Firm will seek  
23 fees and reimbursement of the expenses incurred for the totality of the services rendered in the

1 case. Any interim fees or reimbursement of expenses approved by this Court and received by the  
2 Firm (along with the Firm's retainer) will be credited against such final fees and expenses as may  
3 be allowed by this Court.

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

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

14 Dated: May 10, 2002  
15  
16

BROWN, WILLIAMS, MOORHEAD & QUINN, INC

17  
18  
19 By: Adrian L. Moorhead  
20 Adrian L. Moorhead, President  
21 Consultant to Pacific Gas & Electric Co.  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32