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4 A Professional Corporation
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9 Special Counsel to Debtor and Debtor in Possession,
10 PACIFIC GAS AND ELECTRIC COMPANY

11 UNITED STATES BANKRUPTCY COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 SAN FRANCISCO DIVISION

14 In Re:
15 PACIFIC GAS AND ELECTRIC
16 COMPANY, a California corporation,
17 Debtor and Debtor in Possession.

18 Case No. 01-30923 DM

19 Chapter 11 Case

20 [No Hearing Scheduled]

21 Federal I.D. No. 94-0742640

22 STEEFEL, LEVITT & WEISS'S COVER SHEET APPLICATION
23 FOR ALLOWANCE AND PAYMENT OF INTERIM COMPENSATION
24 AND REIMBURSEMENT OF EXPENSES FOR THE PERIOD MAY 1-31, 2002

25 Steefel, Levitt & Weiss (the "Firm") respectfully submits its Cover Sheet Application (the
26 "Application") for Allowance and Payment of Interim Compensation and Reimbursement of
27 Expenses for the Period May 1-31, 2002 (the "Application Period"). In support of the
28 Application, the Firm respectfully represents as follows:

1. The Firm is Special Counsel to the debtor and debtor-in-possession in the above-
referenced bankruptcy case (the "Debtor"). The Firm hereby applies to the Court for allowance
and payment of interim compensation for services rendered and reimbursement of expenses
incurred during the Application Period.

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2. The Firm billed a total of \$59,998.29 in fees and expenses during the Application Period. The Total fees represent 189.58 hours expended during the Application Period. These fees and expenses break down as follows:

Period	Fees	Expenses	Total
May 1-31, 2002	\$57,590.87	\$2,407.42	\$59,998.29

3. Accordingly, the Firm seeks allowance of interim compensation in the total amount of \$51,359.66 at this time. This total is comprised as follows: \$48,952.24 (85% of the fees for services rendered)¹ plus \$2,407.42 (100% of the expenses incurred).

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

Application Period	Amount Applied For	Description	Amount Paid
Dec. 1-31, 2001	\$51,997.39	85% of fees and 100% of Expenses	\$51,997.39
Jan. 1-31, 2002	\$89,656.03	85% of fees and 100% of Expenses	\$89,656.03
Feb. 1-28, 2002	\$60,886.64	85% of fees and 100% of Expenses	\$60,886.64
March 1-31, 2002	\$45,971.18	85% of fees and 100% of Expenses	\$45,971.18
April 1-30, 2002	\$62,788.61	85% of fees and 100% of Expenses	\$62,788.61
May 1-31, 2002	\$51,359.66	85% of fees and 100% of Expenses	\$0
TOTAL	\$362,659.51		\$311,299.85

¹ Payment of this amount would result in a "holdback" of \$8,638.63.

1 5. Based on its Cover Sheet Applications filed in this proceeding, to date, the Firm is
2 owed the following funds held back (excluding amounts owed pursuant to this Application):

3 Application Period	Amount	Description
4 Sixth (Dec. 1-31, 2001)	\$8,663.32	15% fee holdback and/or portion of fees objected to.
5 Seventh (Jan. 1-31, 2002)	\$14,550.45	15% fee holdback and/or portion of fees objected to.
6 Eighth (Feb. 1-28, 2002)	\$10,393.59	15% fee holdback and/or portion of fees objected to.
7 Ninth (Mar. 1-31, 2002)	\$7,728.69	15% fee holdback and/or portion of fees objected to.
8 Tenth (Apr. 1-30, 2002)	\$10,691.41	15% fee holdback and/or portion of fees objected to.
9 TOTAL OWED	\$52,027.46	

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

18 7. The Firm has served a copy of this Application (without Exhibit 1) on the Special
19 Notice List in this case.

20 8. Pursuant to this Court's "SECOND AMENDED ORDER ESTABLISHING
21 INTERIM FEE APPLICATION AND EXPENSE REIMBURSEMENT PROCEDURE" which
22 was entered on or about February 25, 2002, the Debtor is authorized to make the payment
23 requested herein without a further hearing or order of this Court unless an objection to this
24 Application is filed with the Court by the Debtor, the Committee or the United States Trustee and
25 served by the fifteenth day of the month following the service of this Application. If such an
26 objection is filed, Debtor is authorized to pay the amounts, if any, not subject to the objection.
27 The Firm is informed and believes that this Cover Sheet Application was mailed by first class
28 mail, postage prepaid, on or about June 28, 2002.

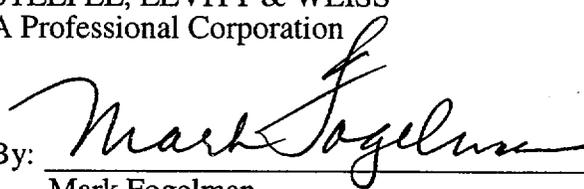
1 9. The interim compensation and reimbursement of expenses sought in this
2 Application is on account and is not final. Upon the conclusion of this case, the Firm will seek
3 fees and reimbursement of the expenses incurred for the totality of the services rendered in the
4 case. Any interim fees or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

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

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

17 Date: June 28, 2002

STEEFEL, LEVITT & WEISS
A Professional Corporation

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20 By: 

Mark Fogelman
Attorneys for Special Counsel to Debtor and
Debtor in Possession, PACIFIC GAS AND
ELECTRIC COMPANY

1 **PROOF OF SERVICE**

2 I, Anne Ogonowski, declare as follows:

3 I am employed in the City and County of San Francisco, California, over the age of
4 eighteen years, and not a party to the within cause. My business address is STEEFEL, LEVITT
5 & WEISS, One Embarcadero Center, 30th Floor, San Francisco, California 94111. On June 28,
2002, I served the within:

6 **STEEFEL, LEVITT & WEISS'S COVER SHEET APPLICATION FOR ALLOWANCE**
7 **AND PAYMENT OF INTERIM COMPENSATION AND REIMBURSEMENT OF**
8 **EXPENSES FOR THE PERIOD MAY 1-31, 2002**

9 on the interested parties in this action by placing a true copy thereof, along with the appropriate
10 Exhibits, in a sealed envelope, addressed as follows:

11 James L. Lopes, Esq.
12 Jeffrey L. Schaffer, Esq.
13 Janet A. Nexon, Esq.
14 William J. Lafferty, Esq.
15 Howard, Rice, Nemerovski, Canady,
16 Falk & Rabkin, a P.C.
17 Three Embarcadero Center, 7th Floor
18 San Francisco, CA 94111-4065

Paul S. Aronzon, Esq.
Robert Jay Moore, Esq.
Milbank, Tweed, Hadley & McCloy LLP
601 S. Figueroa Street, 30th Floor
Los Angeles, CA 90017

Stephen Johnson, Esq.
Office of the United States Trustee
250 Montgomery Street, Suite 1000
San Francisco, CA 94104-3401

19 **BY OVERNIGHT MAIL:** By placing such envelope, for collection and mailing at
20 Steefel, Levitt & Weiss, San Francisco, California following ordinary business practice. I am
21 readily familiar with the practice of Steefel, Levitt & Weiss for collection and processing of
22 overnight service mailings, said practice being that in the ordinary course of business,
23 correspondence is deposited with the overnight messenger service Federal Express for delivery
24 as addressed.

25 and by serving all parties on the Special Notice List (as of June 25, 2002), by placing a true copy
26 of the Cover Sheet Application, without Exhibit 1, in a sealed envelope, addressed to all parties
27 on said Special Notice List, found at:

28 [http://www.canb.uscourts.gov/canb/Documents.nsf/4fa6cc9d77741519882569e50004dce6/2cb9cc414857666088256a37005a57da/\\$FILE/_0a13ichaja176ut2cedq0_.pdf](http://www.canb.uscourts.gov/canb/Documents.nsf/4fa6cc9d77741519882569e50004dce6/2cb9cc414857666088256a37005a57da/$FILE/_0a13ichaja176ut2cedq0_.pdf)

A copy of the Special Notice List is attached to the Original Cover Sheet Application.

BY MAIL: By placing such envelope, with postage thereon fully prepaid for first class
mail, for collection and mailing at Steefel, Levitt & Weiss, San Francisco, California following
ordinary business practice. I am readily familiar with the practice of Steefel, Levitt & Weiss for
collection and processing of correspondence, said practice being that in the ordinary course of
business, correspondence is deposited in the United States Postal Service the same day as it is
placed for collection.

1 I declare that I am employed in the office of a member of the bar of this court at whose
2 direction the service was made.

3 Executed on June 28, 2002, at San Francisco, California.

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5 Anne Ogonowski
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