

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

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7 Consultant for the Debtor

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

17
18 In re

Case No. 01-30923 DM

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20 PACIFIC GAS AND ELECTRIC
21 COMPANY, a California corporation

Chapter 11 Case

22
23 Debtor.

[No Hearing Scheduled]

24
25
26 Federal I. D. No. 94-0742640

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30 BROWN, WILLIAMS, MOORHEAD & QUINN, INC.'S
31 COVER SHEET APPLICATION FOR ALLOWANCE AND PAYMENT
32 OF INTERIM COMPENSATION AND REIMBURSEMENT OF EXPENSES
33 FOR THE PERIOD DECEMBER 1, 2002 TO DECEMBER 31, 2002

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35 Brown, Williams, Moorhead & Quinn, Inc. (the "Firm") submits its Cover Sheet
36 Application (the "Application") for Allowance and Payment of Interim Compensation and
37 Reimbursement of Expenses for the Period December 1, 2002 to December 31, 2002 (the
38 "Application Period"). In support of the Application, the Firm respectfully represents as follows:

39 1. The Firm is consultant to Pacific Gas and Electric Company, debtor and
40 debtor-in-possession in the above-referenced bankruptcy case (the "Debtor") or the Official

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1 Committee of Unsecured Creditors. The Firm hereby applies to the Court for allowance and
2 payment of interim compensation for services rendered and reimbursement of expenses incurred
3 during the Application Period.

4 2. The Firm billed a total of \$40,875.00 in fees and expenses during the
5 Application Period. The Total fees represent 174.5 hours expended during the Application
6 Period. These fees and expenses break down as follows:

7 Period	Fees	Expenses	Total
8 December, 2002	\$40,875.00	\$ 1,984.92	\$42,859.92

9 3. Accordingly, the Firm seeks allowance of interim compensation in the total
10 amount of \$36,728.67 at this time. This total is comprised as follows: \$34,743.75 (90% (85%
11 after July 31) of the fees for services rendered)¹ plus \$1,984.92 (100% of the expenses
12 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 April 1 st - 30th	\$19,850.29	90% (85% after July 31) of fees and 100% of Expenses	\$ 19,850.29
16 May 1 st - 31st	\$12,249.59	90% (85% after July 31) of fees and 100% of Expenses	\$ 12,249.59
17 June 1 st - 30th	\$ 15,671.34	90% (85% after July 31) of fees and 100% of Expenses	\$ 15,671.34
18 July 1 st - 31st	\$ 12,274.28	90% (85% after July 31) of fees and 100% of Expenses	\$ 12,274.28

¹ Payment of this amount would result in a "holdback" of \$6,131.25.

1	August 1 st - 31st	\$ 33,686.91	90% (85% after July 31) of fees and 100% of Expenses	\$ 33,686.91
2	September 1 st - 30th	\$ 34,527.10	90% (85% after July 31) of fees and 100% of Expenses	\$ 34,527.10
3	October 1 st - 31st	\$ 17,095.43	90% (85% after July 31) of fees and 100% of Expenses	\$ 17,095.43
4	November 1 - 30th	\$ 17,007.97	90% (85% after July 31) of fees and 100% of Expenses	\$ 17,007.97
5	December 1 st - 31st	\$ 36,728.67	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00
6	Total Paid to the Firm to Date	\$199,091.58		\$162,362.91

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

12	Application Period	Amount	Description
13	First (04/01/02-04/30/02)	\$ 3,493.13	10% (15% after July 31) fee holdback and or portion of
14	Second (05/01/02-05/31/02)	\$ 2,146.88	10% (15% after July 31) fee holdback and or portion of
15	Third (06/01/02-06/30/02)	\$ 2,748.75	10% (15% after July 31) fee holdback and or portion of
16	Fourth (07/01/02-07/31/02)	\$ 2,160.00	10% (15% after July 31) fee holdback and or portion of
17	Fifth (08/01/02-08/31/02)	\$ 4,792.50	10% (15% after July 31) fee holdback and or portion of
18	Sixth (09/01/02-09/30/02)	\$ 5,720.63	10% (15% after July 31) fee holdback and or portion of

1	Seventh (10/01/02-10/31/02)	\$ 3,003.75	10% (15% after July 31) fee holdback and or portion of
2	Eighth (11/01/02-11/30/02)	\$ 2,992.50	10% (15% after July 31) fee holdback and or portion of
3	Ninth (12/01/02-12/31/02)	\$ 6,131.25	10% (15% after July 31) fee holdback and or portion of
4	Total Owed to Firm to Date	\$33,189.39	

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6 6. With regard to the copies of this Application served on counsel for the

7 Committee, counsel for the Debtor and the Office of the United States Trustee, attached as Exhibit

8 1 hereto is the name of each professional who performed services in connection with this case

9 during the period covered by this Application and the hourly rate for each such professional; and

10 (b) attached as Exhibit 2 are the detailed time and expense statements for the Application Period

11 that comply with all Northern District of California Bankruptcy Local Rules and Compensation

12 Guidelines and the Guidelines of the Office of the United States Trustee.

13 7. The Firm has served a copy of this Application (without Exhibits) on the

14 Special Notice List in this case.

15 8. Pursuant to this Court's "SECOND AMENDED ORDER ESTABLISHING

16 INTERIM FEE APPLICATION AND EXPENSE REIMBURSEMENT PROCEDURE" which

17 was issued March 18, 2002, the Debtor is authorized to make the payment requested herein

18 without a further hearing or order of this Court unless an objection to this Application is filed with

19 the Court by the Debtor, the Committee or the United States Trustee and served by the fifteenth

20 day of the month following the service of this Application. If such an objection is filed, Debtor is

21 authorized to pay the amounts, if any, not subject to the objection. The Firm is informed and

22 believes that this Cover Sheet Application was mailed by first class mail, postage prepaid, on or

1 | about January 30, 2003.

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

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

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

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19 | Dated: Jan. 30, 2003

BROWN, WILLIAMS, MOORHEAD & QUINN, INC

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24 | By: Adrian L. Moorhead
25 | Adrian L. Moorhead, President
26 | Consultant to Pacific Gas & Electric Co.
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