

58-275/323

1 INNISFREE M&A INCORPORATED
2 501 Madison Avenue, 20th Floor
3 New York, NY 10022
4 Telephone: (212) 750-5833
5 Facsimile: (212) 750-5799

6 Voting Agent to the Debtor

7
8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION
11

12 In re:

13 PACIFIC GAS AND ELECTRIC CO,

14 - Debtor.

15 Federal I.D. No. 94-0742640
16

Case No. 01-30923

Chapter 11 Case

[No Hearing Scheduled]

17 SECOND COVER SHEET APPLICATION BY INNISFREE M&A INCORPORATED
18 FOR ALLOWANCE AND PAYMENT OF INTERIM COMPENSATION AND
19 REIMBURSEMENT OF EXPENSES FOR THE PERIOD
20 DECEMBER 01, 2002 – JANUARY 30, 2003

21 Innisfree M&A Incorporated (“Applicant” or “Innisfree”), submits its second Cover
22 Sheet Application (the “Application”), for Allowance and Payment of Interim
23 Compensation and Reimbursement of Expenses for the period of December 01, 2002 –
24 January 30, 2003 (the “Application Period”). In support of the Application, Innisfree
25 respectfully represents as follows:

26 1. Innisfree is the Voting Agent to Pacific Gas and Electric Company, debtor and
27 debtor-in-possession (the “Debtor”), in the above-referenced bankruptcy case. Innisfree
28

Appl Add: Kids Cyber Mail Center

1 hereby applies to the Court for allowance and payment of interim compensation for
2 services rendered and reimbursement of expenses billed during the Application Period, but
3 incurred previously, which Innisfree inadvertently omitted from its November 2002
4 invoice.
5

6 2. Innisfree billed a total of \$30,198.37 in fees and expenses during the
7 Application Period. These fees would have totaled, \$35,527.50, but Innisfree voluntarily
8 reduced the amount by 15% due to late billing.
9

10 Period	Fees	Expenses	Total
11 December 01, 2002 – 12 January 30, 2003	\$30,198.37	\$0	\$30,198.37

13 3. Innisfree seeks allowance of interim compensation in the total amount of
14 \$25,668.61. This total is comprised as follows:

15 \$25,668.61 (85% of the total fees for services rendered).
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17 There were no expenses incurred during the Application Period.

18 4. Innisfree has been paid to date as follows:

19 Period	Amount Applied for	Description	Amount Paid
20 October 1, 2001 – 21 November 30, 2002	\$393,210.90	100% total Expenses and 85% of total Fees	\$393,210.90

22
23 5. To date, Innisfree is owed as follows:

24 Application Period	Amount	Description
25 October 1, 2001 – 26 November 30, 2002	\$83,381.55	15% of total fees

1 6. With regard to the copies of this Application served on Counsel for the
2 Committee, Counsel for the Debtor and the Office of the United States Trustee, attached as
3 Exhibit 1 hereto, is the invoice for the Application Period that complies with all Northern
4 District of California Bankruptcy Local Rules and Compensation Guidelines and the
5 Guidelines of the Office of the United States Trustee. There are no additional time records
6 to report during this Application period.
7

8 7. Innisfree is informed and believes that a copy of this Application (without
9 Exhibits) will be served on or about February 28, 2003, to the Special Notice List in this
10 case.
11

12 8. Pursuant to this Court's "SECOND AMENDED ORDER ESTABLISHING
13 INTERIM FEE APPLICATION AND EXPENSE REIMBURSEMENT PROCEDURE"
14 which was entered on or about March 18, 2002, the Debtor is authorized to make the
15 payment requested herein without a further hearing or order of this Court unless an objection
16 to this Application is filed with the Court by the Debtor, or the United States Trustee and
17 served by the fifteenth day of the month following the service of this Application. If such an
18 objection is filed, the Debtor is authorized to pay the amounts, if any, not subject to the
19 objection. Innisfree first hand sent this Cover Sheet Application via Federal Express on or
20 about February 26, 2003.
21

22 9. The interim compensation and reimbursement of fees and expenses sought in this
23 case is on account and is not final. Upon the conclusion of this case, Innisfree will seek fees
24 and reimbursement incurred for the totality of the services rendered in the case. Any interim
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1 fees or reimbursement of expenses approved by this Court and received by Innisfree will be
2 credited against such final fees and expenses as may be allowed by this court.

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

11 WHEREFORE, Innisfree respectfully requests that the Debtor pay compensation to
12 Innisfree as requested herein pursuant to and in accordance with the terms of the "SECOND
13 AMENDED ORDER ESTABLISHING INTERIM FEE APPLICATION AND EXPENSE
14 REIMBURSEMENT PROCEDURE."
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16
17 Dated: February 26, 2003

18
19 INNISFREE M&A INCORPORATED

20 By: Jane Sullivan
21 Jane Sullivan
22 Voting Agent to the Debtor
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