

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
6

7 Consultant for the Debtor
8
9

50-275
323

10
11
12 UNITED STATES BANKRUPTCY COURT
13
14 NORTHERN DISTRICT OF CALIFORNIA
15
16 SAN FRANCISCO DIVISION
17

18 In re
19
20 PACIFIC GAS AND ELECTRIC
21 COMPANY, a California corporation
22
23 Debtor.
24
25

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

26 Federal I. D. No. 94-0742640
27
28
29

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 MAY 1, 2003 TO MAY 31, 2003
34

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 May 1, 2003 to May 31, 2003 (the "Application
38 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

BK RPO

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 \$1,149.35 in fees and expenses during the
5 Application Period. The Total fees represent 4.5 hours expended during the Application Period.
6 These fees and expenses break down as follows:

7 Period	Fees	Expenses	Total
8 May, 2003	\$ 1,100.00	\$ 49.35	\$ 1,149.35

9 3. Accordingly, the Firm seeks allowance of interim compensation in the total
10 amount of \$984.35 at this time. This total is comprised as follows: \$935.00 (90% (85% after
11 July 31) of the fees for services rendered)¹ plus \$49.35 (100% of the expenses incurred).

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

13 Application Period	Amount Applied For	Description	Amount Paid
14 December 1 st - 31st	\$ 36,728.67	90% (85% after July 31) of fees and 100% of Expenses	\$ 36,728.67
15 January 1 st - 31st	\$ 27,050.58	90% (85% after July 31) of fees and 100% of Expenses	\$ 27,050.58
16 February 1st-28th	\$ 26,908.59	90% (85% after July 31) of fees and 100% of Expenses	\$ 26,908.59
17 March 1st-31st	\$ 7,599.76	90% (85% after July 31) of fees and 100% of Expenses	\$ 7,599.76

¹ Payment of this amount would result in a "holdback" of \$165.00.

1	April 1st-30th	\$ 10,482.22	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00
2	May 1st-31st	\$ 984.35	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00
3	Total Paid to the Firm to Date	\$ 109,754.17		\$ 98,287.60

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

9	Application Period	Amount	Description
10	First (12/01/02-12/31/02)	\$ 6,131.25	10% (15% after July 31) fee holdback and or portion of
11	Second (01/31/03-01/31/03)	\$ 4,758.75	10% (15% after July 31) fee holdback and or portion of
12	Third (2/01/03-2/28/03)	\$ 4,745.62	10% (15% after July 31) fee holdback and or portion of
13	Fourth (03/01/03-03/31/03)	\$ 1,320.00	10% (15% after July 31) fee holdback and or portion of
14	Fifth (04/01/03-04/30/03)	\$ 1,496.25	10% (15% after July 31) fee holdback and or portion of
15	Sixth (05/01/03-05/31/03)	\$ 165.00	10% (15% after July 31) fee holdback and or portion of
16	Total Owed to Firm to Date	\$18,616.87	

17
18 6. With regard to the copies of this Application served on counsel for the
19 Committee, counsel for the Debtor and the Office of the United States Trustee, attached as Exhibit
20 hereto is the name of each professional who performed services in connection with this case
21 during the period covered by this Application and the hourly rate for each such professional; and

1 (b) attached as Exhibit 2 are the detailed time and expense statements for the Application Period
2 that comply with all Northern District of California Bankruptcy Local Rules and Compensation
3 Guidelines and the Guidelines of the Office of the United States Trustee.

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

6 8. Pursuant to this Court's "SECOND AMENDED ORDER ESTABLISHING
7 INTERIM FEE APPLICATION AND EXPENSE REIMBURSEMENT PROCEDURE" which
8 was issued March 18, 2002, the Debtor is authorized to make the payment requested herein
9 without a further hearing or order of this Court unless an objection to this Application is filed with
10 the Court by the Debtor, the Committee or the United States Trustee and served by the fifteenth
11 day of the month following the service of this Application. If such an objection is filed, Debtor is
12 authorized to pay the amounts, if any, not subject to the objection. The Firm is informed and
13 believes that this Cover Sheet Application was mailed by first class mail, postage prepaid, on or
14 about June 11, 2003.

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

21 10. The Firm represents and warrants that its billing practices comply with all
22 Northern District of California Bankruptcy Local Rules and Compensation Guidelines and the
23 Guidelines of the Office of the United States Trustee. Neither the Firm nor any members of the

1 Firm has any agreement or understanding of any kind or nature to divide, pay over or share any
2 portion of the fees or expenses to be awarded to the Firm with any other person or attorney except
3 as among the members and associates of the Firm.

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

8
9 Dated: 6/11/03

BROWN, WILLIAMS, MOORHEAD & QUINN, INC

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

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