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50-275/323

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7 Consultant for the Debtor  
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12 UNITED STATES BANKRUPTCY COURT  
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14 NORTHERN DISTRICT OF CALIFORNIA  
15  
16 SAN FRANCISCO DIVISION  
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19 In re

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21 PACIFIC GAS AND ELECTRIC  
22 COMPANY, a California corporation

23  
24 Debtor.  
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27 Federal I. D. No. 94-0742640  
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Case No. 01-30923 DM

Chapter 11 Case

[No Hearing Scheduled]

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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 OCTOBER 1, 2001 TO OCTOBER 31, 2001  
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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 October 1, 2001 to October 31, 2001 (the

40 "Application Period"). In support of the Application, the Firm respectfully represents as

41 follows:

Appl Add: Kids Pgc Mail Center

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

6           2. The Firm billed a total of \$109,094.25 in fees and expenses during the  
7 Application Period. The Total fees represent 467.5 hours expended during the Application  
8 Period. These fees and expenses break down as follows:

Period	Fees	Expenses	Total
October, 2001	\$ 108,900.00	\$ 194.25	\$ 109,094.25

11           3. Accordingly, the Firm seeks allowance of interim compensation in the total  
12 amount of \$109,094.25 at this time. This total is comprised as follows: \$92,565.00 (90% (85%  
13 after July 31) of the fees for services rendered)<sup>1</sup> plus \$194.25 (100% of the expenses incurred).

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

Application Period	Amount Applied For	Description	Amount Paid
September 20 <sup>th</sup> - 30 <sup>th</sup>	\$ 34,483.68	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00
October 1 <sup>st</sup> - 31 <sup>st</sup>	\$ 92,759.25	90% (85% after July 31) of fees and 100% of Expenses	\$ 0.00
Total Paid to the Firm to Date	\$ 127,242.93		\$ 0.00

18           5. To date, the Firm is owed as follows (excluding amounts owed pursuant to  
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<sup>1</sup> Payment of this amount would result in a "holdback" of \$16,335.00.

1 the Application).

2	3 Application Period	4 Amount	5 Description
4	First (9/20/01 - 9/30/01)	\$ 6,065.62	10% (15% after July 31) fee holdback and or portion of
5	Second (10/1/01 - 10/31/01)	\$ 16,335.00	10% (15% after July 31) fee holdback and or portion of
6	Total Owed to Firm to Date	\$ 22,387.62	

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

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

17 8. Pursuant to this Court's "ORDER ESTABLISHING INTERIM FEE  
18 APPLICATION AND EXPENSE REIMBURSEMENT PROCEDURE" which was entered on  
19 or about March 25, 2002, the Debtor is authorized to make the payment requested herein without  
20 a further hearing or order of this Court unless an objection to this Application is filed with the  
21 Court by the Debtor, the Committee or the United States Trustee and served by the fifteenth day  
22 of the month following the service of this Application. If such an objection is filed, Debtor is  
23 authorized to pay the amounts, if any, not subject to the objection. The Firm is informed and

1 believe that this Cover Sheet Application was mailed by first class mail, postage prepaid, on or  
2 about March 25, 2002.

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

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

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

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20 Dated: Mar. 25, 2002

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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