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Plumas Superior Court

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Deborah Norrie,
Clerk of the Court
By: D. W. Norrie
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLUMAS

THE PEOPLE OF THE STATE OF CALIFORNIA, v. PACIFIC GAS AND ELECTRIC COMPANY, Defendant.	Case No.: CV22-00061 **STIPULATION FOR ENTRY OF FINAL JUDGMENT** Date: 04-11-22 Time: 9:00AM Dept.: 2

Plaintiff, the People of the State of California ("**People**"), by and through the District Attorneys of Plumas, Lassen, Tehama, Shasta and Butte Counties ("**North State DAs**"), on the one hand, and Defendant Pacific Gas and Electric Company ("**PG&E**"), by and through its attorneys, Munger, Tolles & Olson, LLP, on the other hand, hereby stipulate as follows. The People and PG&E are each individually referred to herein as a "**Party**" and, collectively, as the "**Parties**."

1. Prior to the filing of this Stipulation for Entry of Final Judgment ("**Stipulation**"), the North State DAs will file a civil complaint in this matter ("**Civil Complaint**") bringing a civil cause of action against PG&E pursuant to Section 17200, et seq., of the California Business and Professions Code.

2. The Parties have stipulated to resolve the Civil Complaint through the Stipulated Final Judgment ("**Judgment**"), attached to this Stipulation as Exhibit 1, to settle disputed claims without the taking of proof and without trial or adjudication of any fact or law herein; and agree the Judgment should be entered in this matter without the Judgment constituting evidence, a finding, an adjudication, or an admission by PG&E regarding any claim or issue of law or fact alleged in the Civil Complaint; and without any preclusive effect on any pending or future proceedings against PG&E (including without any res

OFFICE OF DISTRICT ATTORNEY PLUMAS COUNTY CALIFORNIA

judicata or collateral estoppel effect between PG&E and all third parties). Other than as acknowledged in the Background and Factual Acknowledgments in the Judgment, PG&E denies the allegations in the Civil Complaint, and the factual acknowledgments in the Stipulation and Judgment are made for the limited purposes of this Stipulation and Judgment only, and such acknowledgements shall not be admissible or binding in any other proceeding for any purpose other than further proceedings before this Court related to the enforcement of this Judgment.

3. The Parties consent to the jurisdiction of this Court for purposes of entry, modification and enforcement of this Stipulation and Judgment.

4. The Parties, and each of them, waive the right to appeal, to attempt to set aside or vacate, or otherwise attack, directly or collaterally, the Judgment.

5. The Stipulation and the Judgment were negotiated by the Parties and there is no presumption that either document should be interpreted against either Party.

6. The Parties entered into these settlement discussions for the purpose of resolving this matter through civil enforcement at the request of PG&E. PG&E acknowledges that the People have not threatened criminal prosecution to gain an advantage in this civil enforcement action.

7. PG&E acknowledges that it has been represented by legal counsel throughout all of the negotiations preceding the execution of this Stipulation.

8. The individuals signing below represent they have been authorized by the Parties they represent to enter into this Stipulation.

9. This Court has jurisdiction over the allegations and subject matter of the Civil Complaint, and the parties to this action; venue is proper in this County; and this Court has jurisdiction to enter this Judgment.

//

IT IS SO STIPULATED AND AGREED:

Dated: 8 April 2022

DAVID D. HOLLISTER
Plumas County District Attorney
On behalf of the People

Dated: _____

SUSAN MELYSSAH RIOS
Lassen County District Attorney
On behalf of the People

Dated: _____

MATTHEW D. ROGERS
Tehama County District Attorney
On behalf of the People

Dated: _____

STEPHANIE A. BRIDGETT
Shasta County District Attorney
On behalf of the People

Dated: _____

MICHAEL L. RAMSEY
Butte County District Attorney
On behalf of the People

Dated: April 8, 2022

JOHN R. SIMON
Attorney for Pacific Gas and Electric Company
Executive Vice President, General Counsel, and Chief Ethics and Compliance Officer, PG&E Corporation
On behalf of PG&E

IT IS SO STIPULATED AND AGREED:

Dated: 8 April 2022

DAVID D. HOLLISTER
Plumas County District Attorney
On behalf of the People

Dated: 4/8/22

SUSAN MELYSSAH RIOS
Lassen County District Attorney
On behalf of the People

Dated: _____

MATTHEW D. ROGERS
Tehama County District Attorney
On behalf of the People

Dated: _____

STEPHANIE A. BRIDGETT
Shasta County District Attorney
On behalf of the People

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MICHAEL L. RAMSEY
Butte County District Attorney
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JOHN R. SIMON
Attorney for Pacific Gas and Electric Company
Executive Vice President, General Counsel, and Chief Ethics and Compliance Officer, PG&E Corporation
On behalf of PG&E

Dated: 4/8/22

BRAD D. BRIAN
Munger, Tolles & Olson, LLP
Counsel for PG&E, On behalf of PG&E

Exhibit 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLUMAS

THE PEOPLE OF THE STATE OF CALIFORNIA, v. PACIFIC GAS AND ELECTRIC COMPANY, Defendant.	Case No.: STIPULATED FINAL JUDGMENT Date: Time: Dept.: I

Plaintiff, the People of the State of California ("**People**"), by and through the District Attorneys of Plumas, Lassen, Tehama, Shasta and Butte Counties ("**North State DAs**"), on the one hand, and Defendant Pacific Gas and Electric Company ("**PG&E**"), by and through its attorneys, Munger, Tolles & Olson, LLP, on the other hand, hereby stipulate to the entry of this Stipulated Final Judgment ("**Judgment**") without the taking of proof and without PG&E admitting any liability, and with all Parties having waived the right to appeal.

The People and PG&E are each individually referred to herein as a "**Party**" and, collectively, as the "**Parties**." "**North State Counties**" refers to the counties of Plumas, Lassen, Tehama, Shasta and Butte.

The Court, having considered the pleadings, the submissions of the Parties, and good cause appearing, hereby **ORDERS, ADJUDGES AND DECREES** as follows:

1. The Judgment has been reviewed by this Court and is found to have been entered in good faith and to be, in all respects, just, reasonable, and equitable.

2. Unless otherwise stated, all obligations imposed upon PG&E by the terms of this Judgment are ordered pursuant to Sections 17200, et seq., of the California Business and Professions Code, including Sections 17203 and 17206.

3. The "**Effective Date**" is the Date the Court enters this Judgment as a final order.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the allegations and subject matter of the People's Civil Complaint filed in this action, and the Parties to this action; venue is proper in this County; and this Court has jurisdiction to enter this Judgment.

APPLICABILITY

5. The injunctive provisions of this Judgment are applicable to PG&E, and to its officers, directors, employees, agents, independent contractors (to the extent they are performing work for PG&E covered by the injunctive provisions), partners, associates, representatives, subsidiaries, successors, and assigns, including all of the direct and indirect subsidiaries and affiliates of PG&E.

BACKGROUND

6. The Dixie Fire (the "**Dixie Fire**") started in Plumas County on July 13, 2021. The Dixie Fire was ignited after a tree fell onto the Bucks Creek 1101 12kV Overhead Distribution Line, which was owned and operated by PG&E. The tree falling was a Douglas Fir that was approximately 40 feet from the line.

7. The Fly Fire started in Plumas County on July 22, 2021. The Fly Fire merged with the Dixie Fire during the evening of July 24/25. For the avoidance of doubt, reference to the Dixie Fire includes the Fly Fire (together the "**Fire**").

8. CAL FIRE and the North State DAs have conducted investigations into the cause of the Fire, including whether PG&E violated the law (civil or criminal) with respect to the facts and circumstances leading to the Fire.

9. Prior to the entry of this Judgment, the North State DAs filed a civil complaint in this matter bringing a cause of action against PG&E pursuant to Section 17200, et seq., of the California Business and Professions Code ("**Civil Complaint**").

10. Over 24 civil lawsuits on behalf of over 1,000 plaintiffs, including the North State Counties, have been brought against PG&E seeking damages in connection with the Fire.

11. The Parties enter into this Judgment in order to resolve, fully and finally, all claims the North State DAs have brought or considered bringing in connection with the Fire, whether civil or criminal. This Judgment is the product of good faith and arms-length negotiations between the North State DAs and counsel for PG&E, and is intended to further the People's interest in public safety and justice.

12. The Parties agree this Judgment should be entered in this matter without the Judgment constituting evidence, a finding, an adjudication, or an admission by PG&E regarding any claim or issue of law or fact alleged in the Civil Complaint and without any preclusive effect on any pending or future proceedings against PG&E (including without any res judicata or collateral estoppel effect between PG&E and all third parties). PG&E's factual acknowledgements in the Judgment are made for the limited purposes of the Judgment only, and such acknowledgements shall not be admissible or binding in any other proceeding for any purpose other than further proceedings before this Court to enforce the Judgment.

FACTUAL ACKNOWLEDGEMENTS

13. For purposes of this Judgment, the Parties acknowledge the following facts:

a. According to CAL FIRE, on July 13, 2021 at approximately 5:07 p.m., a fire that became known as the Dixie Fire was reported in a remote area above the Cresta Dam in Plumas County, California.

b. The Dixie Fire ignited adjacent to PG&E's Bucks Creek 1101 12kV Overhead Distribution Line, between pole 100403908 and pole 100403909, which was approximately 300 feet east.

c. The Dixie Fire ignited after an approximately 65' tall Douglas Fir tree fell and contacted conductors on PG&E's Bucks Creek 1101 12kV Overhead Distribution Line at approximately 6:48 a.m.

d. Upon the tree falling on the line, fuses on two of three conductors operated

(opened), but the third fuse remained closed due to minimal fault current, and the third conductor remained energized. CAL FIRE posits that the tree being in contact with the third conductor that remained energized and the ground created a high impedance fault, which eventually led to an ignition approximately ten hours after the fuses operated.

e. According to PG&E, the Line had been subject to routine and mid-cycle vegetation management inspections in each of the past few years, and no PG&E inspection had identified the tree as a potential hazard.

f. The Dixie Fire was first discovered by a PG&E Troubleman who arrived at the scene between approximately 4:30 and 5:00 p.m.

g. A CAL FIRE aircraft arrived and began to suppress the Dixie Fire at approximately 5:30 p.m., and a CAL FIRE ground crew arrived shortly thereafter. According to a CAL FIRE bulletin prepared on July 13, 2021 at 8:45 p.m., the Dixie Fire had been held to approximately 1-2 acres that evening. CAL FIRE's efforts to suppress the fire on July 13 were impeded after a CAL FIRE plane spotted a drone in the area, which caused CAL FIRE to suspend air operations on the Dixie Fire that evening. To date, the operator of the drone has not been identified. There is no indication that the drone belonged to, or was authorized to fly by, PG&E.

h. According to CAL FIRE, the Fire burned 961,780 acres in federal, state, and private lands in Plumas, Lassen, Tehama, Shasta and Butte counties before it was contained on October 26, 2021, including 700,592 acres in Plumas County (approximately 42% of the county); 138,484 acres in Lassen County; 71,727 acres in Shasta County; 26,438 acres in Tehama County; and 24,540 acres in Butte County.

i. According to CAL FIRE, the Fire destroyed 1,311 structures (including 763 residential homes) and damaged 94 others.

j. According to CAL FIRE, the Fire destroyed the Plumas County communities of Greenville, Canyon Dam and Indian Falls and caused major damage to the communities

of Chester (Plumas County) and Janesville (Lassen County).

k. The Dixie Fire was the largest non-complex wildfire in California history and the second largest in United States history.

l. Subsequent to the Dixie Fire, PG&E took several actions, including:

i. PG&E implemented a directive that all outages in High Fire Threat Districts during fire season should receive a response time of 60 minutes or less.

ii. On certain lines in High Fire Threat Districts, PG&E reengineered electrical equipment settings to rapidly and automatically shut off power if an object comes into contact with a distribution line until PG&E can patrol the line to ensure there is no wildfire ignition risk, and changed system settings so that an outage on one or two phases like that experienced here would result in the shutting off of power on all three phases.

PROHIBITORY INJUNCTIONS

14. Pursuant to Section 17203 of the Business and Professions Code, PG&E is enjoined and restrained from doing any of the following acts or practices in any North State County for a period running until five years after the Effective Date:

a. Violating Section 452 of the Penal Code by recklessly setting fire to and burning and causing to be burned a structure, forest land, and personal property.

b. Violating Section 13001 of the Health and Safety Code by unlawfully throwing and placing any ashes, and other flaming or glowing substance, and any substance and thing which may cause a fire, in any place where it may directly and indirectly start a fire, without clearing the inflammable material surrounding the operation and taking such other reasonable precautions necessary to prevent against the starting and spreading of fire.

c. Violating Section 4421 of the Public Resource Code by negligently causing fire to be set to any forest, brush, and other flammable material which was on land not belonging to and under the legal control of PG&E, without permissions of the owner,

lessee, and agent of the owner or lessee of the land.

INJUNCTIVE RELIEF: PERFORMANCE COMMITMENTS

15. Pursuant to Section 17203 of the Business and Professions Code, PG&E shall implement each of the performance terms set forth in this Paragraph (the "**Performance Commitments**") by the end of the Effective Period, unless a different completion date is specifically mentioned. The "**Effective Period**" will be a period consisting of (i) five years from the Effective Date, plus (ii) any and all Cure Periods, extending beyond the initial five years. For the avoidance of doubt, the Effective Period includes any and all Cure Periods.

Jobs and Hiring

a. Commitment 1 (Jobs and Hiring): PG&E will create and post a minimum of 100 new positions headquartered in or serving the North State Counties.

i. These positions may include positions relating to electric systems inspections including drone inspection reviewers, electric system vegetation management inspections and supervision, Electric Operations and Gas Operations.

ii. These positions may include the creation of new positions, the conversion of what is currently a contractor role to employee positions, or the movement of existing PG&E positions not currently headquartered in one of the North State Counties to one of the North State Counties. For the avoidance of doubt, this Commitment is for a total number of positions in the North State Counties, without any minimum requirement in any particular county.

b. Commitment 2 (Jobs and Hiring): The positions posted pursuant to Commitment 1 will be positions that, if filled, will increase the ratio of employees to contractors across those job categories specified in Commitment 1, in the North State Counties, from a current average total ratio of approximately 50% employees to an average total ratio of at least 65% employees. The calculation of the ratio in Commitment 2

will exclude the temporary use of workers/contractors for emergency-related, restoration, and undergrounding work.

c. Commitment 3 (Jobs and Hiring): PG&E will fill at least 80 of the positions in Commitment 1 by the end of the Effective Period.

Training Program

d. Commitment 4 (Training): PG&E will provide funding to community colleges, in the amounts and on the timeline set out in the Monetary Relief Section, below, to fund one or more of the following:

i. Funding for a training program modeled after the tree crew and pre-inspector training program debuting at Butte College in 2020, including funding for instructor salaries, gear, curriculum development, and tuition for participants;

ii. Transportation and housing for participants in the tree crew and pre-inspector training program;

iii. Labor market studies, recruitment and/or marketing for the tree crew and pre-inspector training programs;

iv. Sponsorship/wage replacement to be paid to trainees upon completion or graduation from the program;

v. Other vocational training programs related to the utility industry as each college in its reasonable business judgment determines; and/or

vi. The development and/or enrichment of certificate and degree programs in topics covering ecosystem restoration and applied fire management to allow students to be trained to respond to, and help prevent, catastrophic wildfires.

Pilot Program

e. Commitment 5 (Inspection Pilot Program): Through 2022, PG&E will run a pilot program on a process to perform visual assessment on all sides of potential strike trees on designated routine distribution vegetation management patrols in High Fire Threat

Districts in one or more of the North State Counties. In 2023, PG&E will implement a process to perform visual assessment on all sides of potential strike trees on designated routine distribution vegetation management patrols in HFTD overhead electric distribution miles in the North State Counties; this process will be informed by the 2022 pilot program.

WILDFIRE MITIGATION PLAN

16. On February 25, 2022, PG&E submitted its 2022 Wildfire Mitigation Plan ("**WMP**") in compliance with California SB 901, AB 1054 and direction from the Office of Energy Infrastructure Safety ("**OEIS**"). The 2022 WMP is awaiting approval by the CPUC, and until it is approved, the 2021 WMP remains in effect. The 2022 WMP sets out the actions PG&E is taking across its territory, including portions of the North State Counties, and, especially, in the High Fire Threat Districts ("**HFTDs**"), to reduce the risk of catastrophic wildfires across its entire service territory. The system-wide initiatives described below will be overseen by OEIS and the CPUC, with the assistance of an independent safety monitor ("**ISM**"), and subject to enforcement by the CPUC. These system-wide initiatives include:

a. Enhanced Powerline Safety Settings: In 2021, PG&E implemented its Enhanced Powerline Safety Settings ("**EPSS**") program on approximately 11,500 miles of distribution circuits – approximately 45% of the distribution circuits in the HFTDs. These settings rapidly and automatically shut off power if an object comes into contact with a distribution line. These safety settings resulted in a significant reduction in CPUC-reportable ignitions in HFTDs on these EPSS-enabled circuits. In 2022, PG&E will expand its EPSS program to all distribution circuits in the HFTDs and High Fire Risk Areas ("**HFRAs**"), approximately 25,500 miles, as well as select non-HFTD areas proximate to HFTDs and HFRAs in its service territory. In the North State Counties combined, this will include implementation of the EPSS program on approximately 5,229 distribution circuit miles, which includes all distribution circuits in HFTDs, approximately 3,593 miles in the North State Counties combined. Once the protection devices along these circuits have

been programmed, they will be capable of being enabled and/or activated into EPSS mode based on forecasted Fire Potential Index ("**FPI**") conditions.

b. Line De-Energizing, Grounding and Removal: De-energizing idle facilities promotes safety and reduces fire risk. Grounding of an already de-energized line, where appropriate, further reduces potential wildfire risk arising from induction due to nearby energized lines. Pursuant to the WMP initiatives, PG&E is preparing a plan to remove permanently abandoned transmission lines across its entire system, including in the North State Counties.

c. Undergrounding 10,000 Miles: In July 2021, PG&E announced a multi-year program to underground 10,000 distribution circuit miles in and near high wildfire risk areas. This unprecedented program will eliminate wildfires caused by the replaced overhead equipment, reduce the need for Public Safety Power Shutoff ("**PSPS**") outages and EPSS, and improve system reliability in the fire risk conditions confronting the State. Undergrounding will also help protect trees and preserve the ecological, environmental, and other benefits they provide our communities. PG&E's system-wide targets for undergroundings are: 175 miles in 2022; 400 miles in 2023; 800 miles in 2024; 1,000 miles in 2025; and 1,200 miles every year in 2026 and beyond.

d. Real Time Weather Assessment: In 2021, PG&E installed another 308 weather stations in its service territory, bringing the total to date to over 1,300 installed stations, including 194 weather stations in the North State Counties combined. By the end of 2021, there was a PG&E weather station roughly every 20 distribution circuit miles in the HFTDs. In 2022, PG&E will install or optimize 100 weather stations across its service territory. This network of weather stations is used to verify conditions before circuits are de-energized in a PSPS event and then to confirm weather conditions are safe before lines are re-energized. PG&E will continue to make information from all these installations available to CAL FIRE, first responders, and the public.

e. Real Time Fire Behavior Detection (Wildfire Cameras): In 2021, PG&E installed an additional 153 high definition cameras across its service territory, and in 2022, will install another 98, completing the 600 cameras targeted for this initiative. By the end of 2022, these high definition cameras are intended to provide approximately 90% viewshed coverage of the HFTDs in PG&E's territory. PG&E has installed approximately 77 cameras in the North State Counties, combined, and has proposed installing at least 37 more in 2022. These cameras are used by CAL FIRE, the California Governor's Office of Emergency Services, the U.S. Forest Service, PG&E, and other local agencies to identify, confirm, and track wildfire ignition and spread and fire behavior, as well as weather and general conditions in real time.

f. Enhanced Equipment Inspections: PG&E conducts enhanced inspections for electric transmission assets in HFTDs and HFRAs using at least two detailed inspection methods per structure per year: ground and aerial ("**Enhanced Equipment Inspections**"). In addition to the ground and aerial inspections, climbing inspections are also required for 500 kilovolt ("**kV**") structures. All these inspections involved detailed, visual examinations of the assets using inspection checklists tracking the requirements of the Electric Transmission Preventive Maintenance handbook and the Failure Modes Effects Analysis, which identified the components that can fail and cause ignitions. In 2021, 100% of PG&E's overhead transmission structures in HFTD Tier 3 and Zone 1, and roughly one-third of the overhead transmission structures in HFTD Tier 2 and HFRA, were subjected to the Enhanced Equipment Inspections, which includes some form of aerial assessment. In addition, 1,385,000 kV towers in HFTDs or HFRAs were subjected to climbing inspections. PG&E will continue this program in 2022, subjecting 100% of the overhead transmission facilities in HFTD Tier 3 and Zone 1, and roughly another third of the overhead transmission structures in HFTD Tier 2 and HFRA, to Enhanced Equipment Inspections. In addition, PG&E will perform approximately 1,800 climbing inspections of 500 kV towers.

g. Vegetation Management: PG&E inspects vegetation around approximately 80,000 miles of overhead distribution facilities each year. Approximately 6,953 of these distribution miles are located in the North State Counties, combined. The primary inspection for every distribution circuit every year occurs under the vegetation management routine program, which inspects overhead primary and secondary distribution facilities to maintain clearance around lines, identify trees encroaching or that will encroach on the required clearance, and identify dead, dying and declining trees expected to fail and strike the lines. In addition, a tree mortality patrol is performed approximately six months before and after the routine patrol on distribution facilities within the HFTDs to maintain clearance and to identify dead, dying and declining trees that are expected to fail and strike conductors. (The primary routine vegetation management inspections and the tree mortality patrols for distribution circuits in HFTDs are hereafter referred to as "**Vegetation Management Patrols**.") In addition, the Enhanced Vegetation Management program ("**EVM**"), which PG&E applies to a portion of its distribution circuits each year, expands radial and overhang clearance and evaluates potential strike trees using PG&E's Tree Assessment Tool, which goes above and beyond regulatory requirements for distribution circuits. Lines are selected for EVM based on a risk ranking prioritization model.

INJUNCTIVE RELIEF: NORTH STATE COUNTIES SPECIFIC INSPECTION WORK COMMITMENTS

17. Pursuant to Section 17203 of the Business and Professions Code, and consistent with the WMP initiatives described above, during the Effective Period PG&E shall carry out the following safety inspections and work in the North State Counties in accordance with the then-applicable WMP, and consistent with PG&E's then-operative annual risk-informed work plans and procedures (hereafter, collectively, the work commitments described below that are to be performed in the North State Counties and monitored by the North State

DAs' Safety Monitor are referred to as the "**North State Counties' Inspection Work Commitments**"):

a. PG&E shall conduct Enhanced Equipment Inspections (and any associated repairs or corrective work as identified and prioritized on the then-operative annual risk-informed work plans) on electric transmission assets located in the North State Counties, pursuant to the then-applicable WMP and annual work plans; for 2022, this includes using at least two detailed inspection methods per structure per year: ground and aerial. PG&E shall submit annual plans for the safety inspections of those assets in the North State Counties to the North State DAs' Safety Monitor for review and feedback, and the North State DAs' Safety Monitor will use these annual plans to help fulfill its monitoring duties as set out in this Judgment, below.

b. PG&E shall conduct safety inspections (and any associated repairs or corrective work as identified and prioritized on the then-operative annual risk-informed work plans) on electric distribution assets located in the North State Counties, pursuant to the then-applicable WMP and annual work plans. PG&E shall submit annual plans for the safety inspections of those assets in the North State Counties to the North State DAs' Safety Monitor for review and feedback, and the North State DAs' Safety Monitor will use these annual plans to help fulfill its monitoring duties as set out in this Judgment, below.

c. PG&E shall conduct Vegetation Management Patrols (and associated tree work and removals as identified and prioritized on the then-operative annual risk-informed work plans) on the distribution circuits in the HFTDs in the North State Counties, pursuant to the then-applicable WMP and annual work plans. Such inspections and associated work crews for each circuit are scheduled annually to allow for the allocation and scheduling of the required resources. Such annual plans for the North State Counties will be provided to the North State DAs' Safety Monitor for review and feedback, and the North State DAs' Safety Monitor will use these plans to help fulfill its monitoring duties set out in this

Judgment, below.

d. PG&E shall implement its Enhanced Powerline Safety Settings ("**EPSS**") program pursuant to the then-applicable WMP; for 2022, this includes implementing the EPSS program on all distribution circuits, approximately 5,229 miles, in the North State Counties' HFTDs by the end of 2022. The North State DAs' Safety Monitor will inspect PG&E's implementation of this program pursuant to the then-applicable WMP.

e. PG&E currently plans to underground approximately 400 miles of distribution lines in the North State Counties, combined, by December 31, 2024 (approximately 170 miles pursuant to the WMP and approximately 230 miles pursuant to the Butte and Greenville Rebuilt projects). Should PG&E's plans change, PG&E shall advise the North State DAs' Safety Monitor, provided that notwithstanding any other provision in this Judgment, undergrounding less than 400 miles will not give rise to a Deficiency, as defined below.

f. PG&E proactively shuts off power when a potential high-risk wildfire event is forecasted under the Public Safety Power Shutoff ("**PSPS**") program. When a PSPS is planned in one or more of the North State Counties, prior to the PSPS being initiated, PG&E will notify the North State DAs' Safety Monitor and permit the North State DAs' Safety Monitor to observe its implementation related to the North State Counties, provided that notwithstanding any other provision in this Judgment, PG&E's decisions under and implementation of the PSPS program will not give rise to a Deficiency, as defined below, however the North State DAs' Safety Monitor may provide feedback to PG&E and the North State DAs about PG&E's implementation of PSPS.

g. The Parties agree a material failure to perform North State Counties' Inspection Work Commitments during the Effective Period would constitute a Deficiency, as defined below, for which remedies could be pursued under this Judgment, subject to the Monitoring and Compliance provisions, below, and the Enforcement provisions, below.

h. It is the expectation of the Parties that any Deficiency will be quickly and voluntarily resolved in the interests of public safety, but judicial resolution of such issues may be sought pursuant to the Monitoring and Compliance provisions, below, and the Enforcement provisions, below.

INJUNCTIVE RELIEF: MONITORING AND COMPLIANCE

18. North State DAs' Safety Monitor: Pursuant to Section 17203 of the Business and Professions Code, PG&E will retain an outside, independent compliance monitor (the "**North State Counties Safety Monitor**"), mutually agreed upon by PG&E and the North State DAs and paid for by PG&E, to monitor PG&E's compliance with the Performance Commitments and North State Counties' Inspection Work Commitments. PG&E and the North State DAs agree Filsinger Energy Partners will serve as the North State DAs' Safety Monitor; if for any reason Filsinger Energy Partners cannot serve as the North State DAs' Safety Monitor, PG&E and the North State DAs will promptly meet and confer to agree upon a Monitor and jointly submit a replacement name to the Court no later than sixty days following notification Filsinger Energy Partners cannot serve. The Parties recognize and agree that the North State DAs' Safety Monitor's work under this Judgment will overlap to some extent with its work in connection with a similar Judgment in Sonoma County. Filsinger Energy Partners may bill PG&E up to $15 million per year in total for its work under this Judgment and the similar Judgment in Sonoma County (including up to $3 million annually for base and home office functions shared between and among the six counties, and up to $2 million annually for Filsinger Energy Partners' work in each of the six counties in which it will perform its monitoring pursuant to this Judgment and the similar Judgment in Sonoma County) pursuant to the terms of the contracts between PG&E and Filsinger Energy Partners. The Parties also recognize that Filsinger Energy Partners has been selected to serve as the CPUC ISM, and if Filsinger Energy Partners serves as the North State DAs' Safety Monitor, the agreed-upon budget will be sufficient to ensure that

the North State DAs' Safety Monitor's work as the ISM will not detract or deplete resources from its work as the North DAs' Safety Monitor, and the North State DAs' Safety Monitor's work under this Judgment will not detract or deplete resources from its work as the ISM. It will be a condition of the North State DAs' Safety Monitor's retention that the North State DAs' Safety Monitor is independent of PG&E and no attorney-client relationship will be formed between PG&E and the North State DAs' Safety Monitor. The North State DAs' Safety Monitor's term will run through the Effective Period and terminate at the end of the Effective Period.

a. PG&E shall cooperate with the North State DAs' Safety Monitor and allow the North State DAs' Safety Monitor to fulfill its duties under this Judgment, including providing the North State DAs' Safety Monitor the same access to relevant non-privileged information, documents, records, facilities, and employees as the CPUC Monitor, as reasonably requested by the North State DAs' Safety Monitor and within a reasonable period of time. The North State DAs' Safety Monitor shall maintain as confidential all non-public information, documents, and records it receives from PG&E, subject to the North State DAs' Safety Monitor's reporting requirements herein. It is anticipated by the Parties that the North State DAs' Safety Monitor will be invited to attend internal PG&E operations meetings and will conduct regular field inspections in the North State Counties to assist in quality assurance monitoring.

b. During the Effective Period the North State DAs' Safety Monitor will:

i. monitor PG&E's compliance with the Performance Commitments and the North State Counties' Inspection Work Commitments;

ii. promptly notify PG&E and the North State DAs in writing in the event of any failure by PG&E to perform any of the Performance Commitments or North State Counties' Inspection Work Commitments;

iii. hold meetings with PG&E, to which the North State DAs will be invited, twice per year – one designated as a "**Six Month Meeting**", and one designated as an "**Annual Meeting**" – at which the North State DAs' Safety Monitor will report on PG&E's progress toward and compliance with the Performance Commitments and North State Counties' Inspection Work Commitments, and on any anticipated Deficiencies identified to date (in addition to any Deficiencies identified in Annual Compliance Reports); and at which PG&E and the North State DAs may discuss any updates on PG&E's progress toward meeting the Performance Commitments and North State Counties' Inspection Work Commitments; and

iv. provide the reports set out in this Judgment, including the Annual Compliance Reports, including the Five-Year Report.

c. At any time during the Effective Period, PG&E or any of the North State DAs may provide information to the North State DAs' Safety Monitor regarding PG&E's progress in meeting the Performance Commitments and North State Counties' Inspection Work Commitments, including any items qualifying as a Force Majeure Event, and any supporting material it would like the North State DAs' Safety Monitor to consider.

d. At any time during the Effective Period, the North State DAs may discuss with the North State DAs' Safety Monitor PG&E's compliance with the Performance Commitments or North State Counties' Inspection Work Commitments, and any related issues.

e. A failure to meet one or more Performance Commitments or North State Counties' Inspection Work Commitments at the time it is due will be a "**Deficiency**."

i. For purposes of determining a Deficiency based on a failure to comply with a North State Counties' Inspection Work Commitment, the failure must not be a failure in existence as of the Effective Date, but must be based on a failure first occurring after the Effective Date.

ii. Deficiencies based on failure to comply with a North State Counties' Inspection Work Commitment must identify the nature and location of the specific failure(s) within the North State Counties.

iii. The North State DAs' Safety Monitor shall identify and provide notice of Deficiencies based on failure to comply with a North State Counties' Work Commitment at any time during the Effective Period. Deficiencies based on failure to meet one or more Performance Commitments will be identified in the Annual Reports only, as described below.

iv. For purposes of Enforcement (see below), each type of Deficiency will be considered one Deficiency; for example, missing multiple trees as part of a missed inspection or work order deadline would constitute a single Deficiency; and as another example, identifying the same type of alleged failure on multiple policies would constitute a single Deficiency.

f. If the North State DAs' Safety Monitor identifies any Deficiency that is not fully excused by a Force Majeure Event, then PG&E and the North State DAs' Safety Monitor will meet and confer regarding the Deficiency within 10 business days following the North State DAs' Safety Monitor's written notice to PG&E of a Deficiency. PG&E and the North State DAs' Safety Monitor may discuss the Deficiency as well as any steps PG&E can take to cure the Deficiency. Within 5 business days following the meeting, PG&E will present a written cure proposal to the North State DAs' Safety Monitor; if the North State DAs' Safety Monitor does not object to this cure proposal in writing within 5 business days following receipt, PG&E's cure proposal will be deemed accepted by the North State DAs' Safety Monitor, and the fulfillment of that cure proposal will be a complete cure of the Deficiency. If the North State DAs' Safety Monitor objects to PG&E's cure proposal, then the North State DAs' Safety Monitor and PG&E will meet and confer within 5 business days to agree on an amended cure proposal; the fulfillment of the amended

cure proposal will be a complete cure of the Deficiency. A Deficiency may be cured by performing it after its initial due date as part of a cure; for example, if the Deficiency is based on a failure to complete an action by a certain date, that Deficiency can be cured by performing the action after the specified date, within a timeframe set out in the Cure Proposal and consistent with the Cure Period, as defined below.

g. Annual Compliance Reports. No less than 30 days before each Annual Meeting, the North State DAs' Safety Monitor will provide the North State DAs and PG&E with an "**Annual Compliance Report**" discussing PG&E's performance and progress towards meeting the North State Counties' Inspection Work Commitments and Performance Commitments having come due, or whether the North State DAs' Safety Monitor had identified any Deficiencies for which notice has not already been provided; and listing any previously noticed Deficiencies remaining outstanding. If the Annual Compliance Report identifies one or more Deficiencies, the Annual Compliance Report will (a) describe each Deficiency in detail, including the location in the county or counties in which the Deficiency occurred, and (b) include a determination as to whether each Deficiency is attributable to and excused (in full or in part) by a Force Majeure Event. If the Annual Compliance Report identifies any Deficiencies not previously noticed, the meet and confer provisions set forth, above, shall apply.

h. Five-Year Report. The fifth Annual Compliance Report will be a "Five-Year Report" and will be provided no earlier than four years and six months after the Effective Date, and no later than four years and nine months after the Effective Date.

i. If the Five-Year Report does not identify any Deficiency, then the North State DAs' Safety Monitor will be discharged at the end of the five-year Effective Period and there will be no further reporting by the North State DAs' Safety Monitor.

i. Cure Periods. If, after the aforementioned meet and confer, the North State DAs' Safety Monitor maintains a Deficiency exists and such Deficiency is not fully excused

by a Force Majeure Event, then PG&E will be afforded a reasonable cure period determined by the North State DAs' Safety Monitor of no less than 60 days ("**Cure Period**") in which to cure all such Deficiencies. No sooner than five days before the end of the Cure Period and no later than the end of the Cure Period, the North State DAs' Safety Monitor will inform PG&E if it has cured each Deficiency, and if not, the additional steps PG&E must take to cure each Deficiency. Taking the actions the North State DAs' Safety Monitor deems necessary to cure a Deficiency for a particular Performance Commitment or North State Counties' Inspection Work Commitment will be considered a full and effective cure with no further curative action required.

j. Force Majeure Event. As set out above, the North State DAs' Safety Monitor may conclude a Deficiency is excused, in part or in full, by a Force Majeure Event. As used herein, a "**Force Majeure Event**" means circumstances or events beyond PG&E's control including, without limitation, flood, extreme weather, fire, mudslide, earthquake, wildfire, or other natural calamity or act of God or nature, interruption in water, riots, civil disorders, rebellions or revolutions, acts of governmental agencies, endemics, pandemics, quarantines, embargoes, malicious acts of third parties, acts of terrorism, any law, rule, regulation, order, or other action adopted or taken by any federal, state or local government authority, labor difficulties, including a strike, labor disputes affecting vendors or subcontractors for which PG&E is not responsible, or any other similar cause beyond the reasonable control of PG&E. A Force Majeure Event will further include circumstances beyond PG&E's control preventing PG&E's performance of the Performance Commitments or the North State Counties' Inspection Work Commitments, such as (1) any refusal by a property owner or tenant to grant consent to allow access to property, or any delay by any property owner or tenant in granting such access; any inability to obtain permits that PG&E has attempted to obtain; or any property owner's or tenant's refusal or delay in granting any such easement or agreement as may be necessary to perform any of the Performance

Commitments or the North State Counties' Inspection Work Commitments contemplated by this Judgment; or (2) for any of the hiring commitments set forth in the Performance Commitments, any shortfall arising from union requirements regarding filling positions, a lack of union agreement, a lack of sufficiently qualified applicants, or a lack of sufficiently qualified applicants accepting offers of employment, provided any such shortfall will not excuse PG&E from creating and posting the positions described in the Performance Commitments. A Force Majeure Event does not include the financial inability to fund or complete work.

i. If the North State DAs' Safety Monitor concludes a Deficiency is excused in full by a Force Majeure Event, then that Deficiency is not a breach of this Judgment and is not subject to the Enforcement provision below.

ii. If the North State DAs' Safety Monitor concludes a Deficiency is excused in part by a Force Majeure Event, then the North State DAs' Safety Monitor will afford PG&E one or more Cure Periods, as set out above, in which PG&E will be afforded an opportunity to cure or complete the affected Performance Commitment or North State Counties' Inspection Work Commitment.

k. Changes in Technology. In the event changes in technology occur during the term of this Judgment affecting any of the Performance Commitments or North State Counties' Inspection Work Commitments, or the agreed upon Monitoring and Compliance, the Parties and the North State DAs' Safety Monitor agree to meet and confer and reasonably attempt to resolve any issues.

ENFORCEMENT

19. This Court will have exclusive jurisdiction to enforce this Judgment and will retain jurisdiction until the end of the Effective Period to allow any Party to apply at any time for any orders and directions necessary to enforce this Judgment, or to obtain penalties or

other punitive measures for any violations, or to seek modification or termination of any of its terms.

20. If the North State DAs' Safety Monitor determines a Deficiency is not excused in its entirety by a Force Majeure Event, and has not been cured by the end of the Cure Period, then the District Attorney in the county where the Deficiency exists ("**Enforcing District Attorney**") may seek injunctive relief from this Court or remedies from this Court under Section 17207 of the Business and Professions Code and/or Section 166 of the Penal Code. If the violation is not specific to any particular County, then the Enforcing District Attorney will be the District Attorney of Plumas County, and the decision whether to seek one of the remedies in this Section is vested solely in him or her.

21. If a North State DA believes PG&E has violated the terms of the Prohibitory Injunction in that District Attorney's County, then the District Attorney in the County where the violation allegedly occurred may seek remedies from this Court under Section 17207 and/or Section 166. If the violation is not specific to any particular County, then the Enforcing District Attorney will be the District Attorney of Plumas County, and the decision whether to seek one of the remedies in this Section is vested solely in him or her.

22. Nothing in this Judgment is intended to eliminate or reduce the burden of proving any elements of Section 17207 or Section 166, including but not limited to the mens rea requirements. The remedies available under Section 17207 and/or Section 166 are the exclusive remedies a North State District Attorney may pursue if he or she seeks remedies pursuant to this Judgment, but are not intended to serve as a limitation to any District Attorney bringing a new action for future violations of the law.

COMMITMENT TO MEDIATE WITH COMMERCIAL TIMBER LANDOWNERS

23. PG&E agrees it will take good faith steps to initiate mediations with Commercial Timber Landowners (defined below) with holdings damaged or destroyed by the Fire to

include, but not be limited to, Sierra Pacific Industries, Collins Pine, and the Maidu Summit Consortium.

a. A "Commercial Timber Landowner" is defined to mean a person or company who owns an interest in more than 500 acres of land dedicated to commercial forest management in the North State Counties.

b. PG&E agrees throughout the Effective Period, if any Commercial Timber Landowner demands mediation of claims related to the Fire, PG&E will participate in good faith in an expedited mediation with that Commercial Timber Landowner within 60 days of the date that Commercial Timber Landowner provides PG&E with a demand package, including all supporting documentation as PG&E may reasonably request (such as leases, proof of ownership, and documents relating to damages). The deadline to mediate in this paragraph may be extended without leave of court by mutual agreement of PG&E and the Commercial Timber Landowner who demanded mediation.

c. Any demand for mediation shall be served upon PG&E consistent with this Judgment.

d. The mediator shall be jointly selected by PG&E and the Commercial Timber Landowner provided, however, in the event PG&E and the Commercial Timber Landowner are unable to jointly agree on a mediator, each party shall submit the name and qualifications of a proposed mediator to the North State DAs' Safety Monitor, and the North State DAs' Safety Monitor shall promptly select a mediator that is, in the judgment of the North State DAs' Safety Monitor, most qualified to mediate the matter.

e. Mediation, once commenced, shall continue until such time PG&E and the Commercial Timber Landowner jointly agree mediation shall cease, until such time the mediator determines mediation is unlikely to resolve the dispute, or after 5 days of mediation, whichever occurs first. In these mediations, PG&E will not contest that the Dixie Fire was first observed on July 13, 2021 between approximately 4:30 and 5:00 p.m., near

the base of a tree leaning on the Bucks Creek 1101 12kV Overhead Distribution Line, which was owned and operated by PG&E.

f. The time from the date of any demand for mediation through the conclusion of mediation shall be excluded from the calculation of the running of any statute of limitations applicable to any claim by a Commercial Timber Landowner against PG&E related to the Fire.

g. The mediations shall be confidential and subject to all mediation privileges applicable under state and federal law. The North State DAs' Safety Monitor will not have access to privileged mediation material. For the avoidance of doubt, neither PG&E's positions taken in mediation nor a failure to reach an agreement in any mediation will constitute a Deficiency under this Judgment.

h. Should the parties to any mediation not reach an agreement, no party shall be deemed to have waived any claim or defense, except for defenses based on the passage of time during the time between the demand for mediation and the end of mediation.

i. PG&E and the Commercial Timber Landowner shall split the costs of the mediation.

DIRECT PAYMENTS FOR COMMUNITY RECOVERY PROGRAM

24. Within 30 days of the Effective Date, PG&E will provide an expedited compensation program under which individuals whose homes, including mobile homes, were destroyed by the Fire ("**Claimants**") can submit an electronic claim form and supporting documentation, and PG&E will make them an offer to resolve their loss based on an objective, pre-determined valuation framework ("**Direct Payments for Community Recovery**" or "**DPCR**"). Payments will be made on an expedited basis, within 30 days of accepting an offer and fully executing a settlement agreement. Claimants are not bound to accept offers made through the DPCR. In general, the DPCR will work as set out below

and in Appendix A. Complete rules for the DPCR will be published on the Portal, defined below, and are subject to change at PG&E's sole discretion and without leave of Court, except that PG&E cannot change the parameters of DPCR set out in Appendix A without the concurrence of the Plumas County District Attorney.

i. A prospective Claimant will go to the designated DPCR website ("**Portal**"), complete an electronic claim form, and provide supporting documentation, as PG&E may require in its sole discretion. PG&E will provide the North State DAs the list of requested supporting documentation at least 5 days prior to the launch of the Portal. PG&E will set up both in-person and virtual "help centers" to assist claimants in submitting claim forms and scanning relevant documentation. Claimants in each household should file a single claim together.

ii. Within 30 calendar days of a Claimant submitting a claim form and sufficient documentation to verify their claim through the Portal, PG&E will offer the Claimant an amount ("**Offer**") calculated based on an objective framework that will be published on the Portal; one offer per household. In connection with the Offer, PG&E will disclose to Claimant the computations used to derive the Offer so the Claimant can address any perceived mistakes in calculating the offer. PG&E will also provide an acceptance and release with the Offer.

iii. Upon receiving an Offer, the Claimant will have 30 calendar days to accept by signing the acceptance and release form PG&E provided with the Offer. Failure to accept the Offer within 30 calendar days constitutes declination of the Offer unless PG&E and the Claimant agree in writing to extend the deadline to accept the Offer.

iv. If a Claimant accepts the Offer, then PG&E will pay the Claimant the Offer amount within 30 calendar days from the date PG&E receives the Claimant's fully signed acceptance and release form.

MONETARY RELIEF

25. Pursuant to Section 17203 of the Business and Professions Code, PG&E shall make the following payments totaling $34,750,000 ("**Payments**") which Payments shall not be recoverable in customer rates:

a. Payments to Local Organizations: PG&E will pay a total of $29,500,000 by separate certified checks made payable to the organizations listed in the tables below, which were designated by the North State DAs of each respective North State County. Payments shall be made as noted in each county's table. PG&E may, in its sole discretion, elect to pay any installment authorized in each county's respective table sooner than it otherwise would be due. Such early payment does not alter the amount PG&E has promised to pay. When multiple entities fall under one title, and the DA from the applicable county provides such information to PG&E, payment shall be made in equal amount to each entity. For example, the Plumas County DA would inform PG&E that the Plumas County Chambers of Commerce consists of four Chambers of Commerce, and then the payment of $1,200,000 to Plumas County Chambers of Commerce shall consist of individual payments of $300,000 to each of the four Chambers. Unless stated otherwise in the tables below, 30% of the total amount is due within 30 days of the Effective Date and the balance by July 12, 2022.

Plumas County ($17,000,000)

Organization	Total Amount	Payments Due
Dixie Fire Collaborative (Economic Development Fund)	$3,000,000	$900,000 within 30 days of the Effective Date $2,100,000 by July 12, 2022
Plumas County Fire Safe Council	$5,000,000	$1,500,000 within 30 days of the Effective Date $3,500,000 by July 12, 2022
Sierra Institute for Community and Environmental Development	$1,000,000	$300,000 within 30 days of the Effective Date $700,000 by July 12, 2022
Plumas County Office of	$2,000,000	$600,000 within 30 days of the Effective Date

Organization	Total Amount	Payments Due
Education (PCOE) Foundation		$1,400,000 by July 12, 2022
Plumas County Volunteer Fire Departments	$1,000,000	$300,000 within 30 days of the Effective Date $700,000 by July 12, 2022
Plumas County Search and Rescue	$500,000	$150,000 within 30 days of the Effective Date $350,000 by July 12, 2022
Plumas County Chambers of Commerce	$1,200,000	$360,000 within 30 days of the Effective Date $840,000 by July 12, 2022
PCSF Foundation (Fairgrounds)	$200,000	$60,000 within 30 days of the Effective Date $140,000 by July 12, 2022
Plumas Rural Services	$250,000	$75,000 within 30 days of the Effective Date $175,000 by July 12, 2022
PCIRC (Crisis Center)	$250,000	$75,000 within 30 days of the Effective Date $175,000 by July 12, 2022
Feather River College (as described in "Training," above	$2,000,000	$600,000 within 30 days of the Effective Date $1,400,000 by July 12, 2022
Plumas County Fish and Game Commission	$200,000	$60,000 within 30 days of the Effective Date $140,000 by July 12, 2022
Plumas County Rotary(s)	$200,000	$60,000 within 30 days of the Effective Date $140,000 by July 12, 2022
Maidu Summit Consortium	$200,000	$60,000 within 30 days of the Effective Date $140,000 by July 12, 2022

Lassen County ($5,000,000)

Organization	Total Amount	Payments Due
Lassen Fire Safe Council	$2,000,000	$600,000 within 30 days of the Effective Date $1,400,000 by July 12, 2022
Lassen Office of Education (with payment routed through the Plumas County Office of Education Foundation)	$1,000,000	$300,000 within 30 days of the Effective Date $700,000 by July 12, 2022
Lassen County Chambers of Commerce	$500,000	$150,000 within 30 days of the Effective Date $350,000 by July 12, 2022
Lassen Community College	$500,000	$150,000 within 30 days of the Effective Date $350,000 by July 12, 2022
Lassen County Volunteer Fire Depts	$900,000	$270,000 within 30 days of the Effective Date $630,000 by July 12, 2022
Lassen County DA	$100,000	$30,000 within 30 days of the Effective Date

Organization	Total Amount	Payments Due
Environmental Prosecution Infrastructure		$70,000 by July 12, 2022

Tehama County ($3,500,000)

Organization	Total Amount	Payments Due
Tehama County Animal Shelter	$150,000	$45,000 within 30 days of the Effective Date $105,000 by July 12, 2022
Red Cross	$150,000	$45,000 within 30 days of the Effective Date $105,000 by July 12, 2022
Shasta/Tehama VOAD	$100,000	$30,000 within 30 days of the Effective Date $70,000 by July 12, 2022
Tehama County Fire	$1,500,000	$450,000 within 30 days of the Effective Date $1,050,000 by July 12, 2022
Tehama County Sheriff's Office (STARS Volunteers)	$150,000	$45,000 within 30 days of the Effective Date $105,000 by July 12, 2022
Tehama County Sheriff's Office - Search and Rescue	$150,000	$45,000 within 30 days of the Effective Date $105,000 by July 12, 2022
The Los Molinos Veterans' Hall	$100,000	$30,000 within 30 days of the Effective Date $70,000 by July 12, 2022
PATH (Poor and Homeless)	$50,000	$30,000 within 30 days of the Effective Date $70,000 by July 12, 2022
Tehama County Emergency Response Team	$50,000	$15,000 within 30 days of the Effective Date $35,000 by July 12, 2022
Red Bluff Police Department	$50,000	$15,000 within 30 days of the Effective Date $35,000 by July 12, 2022
Tehama County Sheriff's Office	$100,000	$30,000 within 30 days of the Effective Date $70,000 by July 12, 2022
Camp Tehama	$50,000	$15,000 within 30 days of the Effective Date $35,000 by July 12, 2022
Mineral Homeowners Association	$50,000	$15,000 within 30 days of the Effective Date $35,000 by July 12, 2022
Mill Creek Summer Homeowners Association	$50,000	$15,000 within 30 days of the Effective Date $35,000 by July 12, 2022
Ridgeway Park	$100,000	$30,000 within 30 days of the Effective Date $70,000 by July 12, 2022
Tehama County Fairgrounds	$300,000	$90,000 within 30 days of the Effective Date $210,000 by July 12, 2022
St. Elizabeth Community Hospital	$50,000	$15,000 within 30 days of the Effective Date $35,000 by July 12, 2022

Organization	Total Amount	Payments Due
Northern California Lions Disaster Response	$150,000	$45,000 within 30 days of the Effective Date $105,000 by July 12, 2022
Salvation Army	$150,000	$45,000 within 30 days of the Effective Date $105,000 by July 12, 2022
Shasta College (Red Bluff Campus)	$50,000	$15,000 within 30 days of the Effective Date $35,000 by July 12, 2022

Shasta County ($2,000,000)

Organization	Total Amount	Payments Due
Shasta County Fire Department (for distribution to volunteer fire departments)	$1,600,000	$480,000 within 30 days of the Effective Date $1,400,000 by July 12, 2022
American Red Cross of Gold Country California (for disaster relief services in Shasta County)	$100,000	$30,000 within 30 days of the Effective Date $70,000 by July 12, 2022
United Way of Northern California (for disaster relief services in Shasta County)	$100,000	$30,000 within 30 days of the Effective Date $70,000 by July 12, 2022
Lassen Park Foundation	$100,000	$30,000 within 30 days of the Effective Date $70,000 by July 12, 2022
Pacific Coast Trail Association	$50,000	$15,000 within 30 days of the Effective Date $35,000 by July 12, 2022
Shasta County Wildlife Rescue and Rehabilitation	$50,000	$15,000 within 30 days of the Effective Date $35,000 by July 12, 2022

Butte County ($2,000,000)

Organization	Total Amount	Payments Due
Butte County Fire Safe Council	$1,000,000	$300,000 within 30 days of the Effective Date $700,000 by July 12, 2022
North Valley Community Foundation	$1,000,000	$300,000 within 30 days of the Effective Date $700,000 by July 12, 2022

b. Investigative Costs: PG&E will pay the Butte County District Attorney's investigative costs in the amount of $250,000. Payment will be made within ninety days of the Effective Date, upon receipt of wiring instructions and such other reasonable documentation as PG&E may require.

c. Civil Penalties: PG&E will pay civil penalties pursuant to Section 17206 of the Business and Professions Code in the amount of five million dollars ($5,000,000) which shall be paid by certified checks made payable in equal amounts to each North State DA's Consumer and Environmental Trust Account. Penalties in this paragraph will be made in five equal annual installments, with the first installment due by December 31, 2022.

MISCELLANEOUS

26. The Parties agree this Judgment is a fair and reasonable resolution of the above-captioned action and is in the public's interest.

27. PG&E will be responsible for all court costs borne by this Judgment including, but not limited to, the cost of the court reporter and associated transcripts and filing fees.

28. This Judgment resolves PG&E's liability to the People for all charges and causes, civil or criminal, that the People could have brought or could consider bringing in relation to the Fire, provided, however, that nothing in this Judgment precludes any North State County from bringing or pursuing an action for damages (compensatory or punitive), civil penalties (other than under Section 17200, et seq.), and attendant recoveries allowable by law (such as interest, costs, and attorneys' fees) related to the Fire, nor shall this Judgment create an offset against any damages claimed by any North State County.

29. Nothing in this Judgment shall excuse PG&E from meeting any more stringent requirements which may be imposed hereinafter by changes in applicable and legally binding legislation, regulations, ordinances, and/or permits, or shall be construed as authorizing or permitting any violation of law, or preventing the initiation of new criminal or civil prosecution for any violation of law unrelated to the Fire.

30. The Parties have each made an investigation of the facts pertaining to this Judgment and to the Fire as they deem necessary. The Parties are aware they may hereafter discover facts in addition to, contrary to, or different from those they now know or

believe to be true with respect to the matters set forth herein. The Parties are not relying on any representations not included within this Judgment.

31. This Judgment constitutes the final and complete resolution of the above-captioned matter and supersedes any prior agreements and understandings between the Parties, whether oral or written, concerning the matters set forth above, and represents the entire agreement between the Parties.

32. This Judgment will be deemed to have been drafted jointly by the Parties and without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing an instrument to be drafted. Nothing in this Judgment will be construed as enlarging upon or diminishing the North State DAs' authority or jurisdiction under the law. Nothing in this Judgment is intended to legislate new law or limit PG&E's liability or defenses under subsequently enacted law.

33. Each Party will deliver all notices, requests, consents, claims, demands, reports, waivers, and other communications under this Judgment (each, a "**Notice**") in writing and by email, to the North State DAs, PG&E, and PG&E's counsel at the addresses set forth in this Paragraph (or to such other address the receiving Party may designate from time to time in accordance with this Paragraph). Each Party will deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), e-mail (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Judgment, a Notice is effective only (a) upon receipt by the receiving Party and (b) if the Party giving the Notice has complied with the requirements of this Paragraph.

If to PG&E: PG&E Corporation Office of the General Counsel Attn: John Simon and Alex Vallejo 77 Beale Street	

San Francisco, CA 94105 LegalPapersMailbox@pge.com With a copy to: Brad D. Brian Lisa J. Demsky Munger, Tolles, & Olson LLP 350 S. Grand Ave., 50th Fl. Los Angeles, CA 90071-3426 Brad.Brian@mto.com Lisa.Demsky@mto.com	
If to Plumas County DA: The Honorable David Hollister Plumas County District Attorney 520 Main St., Rm 404 Quincy, CA 95971 davidhollister@countyofplumas.com	If to Lassen County DA: The Honorable S. Melyssah Rios Lassen County District Attorney 2950 Riverside Drive, Suite 102 Susanville, CA 96130 MRios@co.lassen.ca.us
If to Tehama County DA: The Honorable Matthew Rogers Tehama County District Attorney P.O. Box 519 Red Bluff, CA 96080 MRogers@tehamada.org	If to Shasta County DA: The Honorable Stephanie A. Bridgett Shasta County District Attorney 1355 West Street Redding, CA 96001 sbridgett@co.shasta.ca.us
If to Butte County DA: The Honorable Michael L. Ramsey Butte County District Attorney 25 County Center Dr.- Administration Bldg Oroville, CA 95965 mramsey@buttecounty.net	

DATED: 4/11/22

JUDGE OF THE SUPERIOR COURT

Appendix A: Direct Payments for Community Recovery Framework

Owner-Occupied Single Family or Mobile Homes[1]	
Category	*Methodology*
Structure rebuild + Contents / distress / nuisance / ALE	• $400 per sq. ft. for primary residence[2] OR $240,000 for mobile homes • $150 per sq. ft. for other structures with roof, walls and foundation (*e.g.*, detached garage or tool shed)
Trees / Veg	• <5 acres = $9,200 per acre,[3] minimum $10,000 • 5-10 acres = $6,400 per acre, minimum $46,000 • 10-40 acres = $4,400 per acre, minimum $64,000 • 40-99 acres = $2,800 per acre, minimum $176,000 • 100+ acres = individualized trees/veg offer
Available insurance	• To be deducted from any offers made
Attorneys' fees	• Claimants represented by counsel will receive an additional 10%

[1] This framework represents the aggregate valuation for all claimants or potential claimants that owned and resided at the single-family residence or mobile home and a settlement with respect to such property will require signature of release by all who resided at that address along with any other joint owners of the property (if any).

[2] PG&E may rely on available public records (such as tax assessor information) to determine the square footage of residences and acreage of properties.

[3] Calculated on the basis of acres within fire footprint, as reflected by the National Interagency Fire Center's fire perimeter.

Owned, but Not Occupied Single-Family or Mobile Homes[4]	
Category	*Methodology*
Structure rebuild + Contents / distress / nuisance / ALE	• $260 per sq. ft. for primary residence[5] OR $90,000 for mobile homes • $100 per sq. ft. for other structures with roof, walls and foundation (*e.g.*, detached garage or tool shed)
Trees / Veg	• <5 acres = $9,200 per acre, minimum $10,000 • 5-10 acres = $6,400 per acre, minimum $46,000 • 10-40 acres = $4,400 per acre, minimum $64,000 • 40-99 acres = $2,800 per acre, minimum $176,000 • 100+ acres = individualized trees/veg offer
Available insurance	• To be deducted from any offers made
Attorneys' fees	• Claimants represented by counsel will receive an additional 10%

[4] This framework represents the aggregate valuation for all claimants or potential claimants that owned but did not reside at the single-family residence or mobile home and a settlement with respect to such property will require signature of release by all who resided at that address along with any other joint owners of the property (if any).

[5] PG&E may rely on available public records (such as tax assessor information) to determine the square footage of residences and acreage of properties.

Occupied, but Not Owned, Single-Family or Mobile Homes[6]	
Category	*Methodology*
Rental assistance + Contents / distress / nuisance / ALE	• $140 per sq. ft. for primary residences[7] OR $150,000 for mobile homes • $50 per sq. ft. for other structures with roof, walls and foundation that contained property
Trees / Veg	N/A
Available insurance	• To be deducted from any offers made.
Attorneys' fees	• Claimants represented by counsel will receive an additional 10%

[6] This framework represents the aggregate valuation for all claimants or potential claimants that resided at the single-family residence or mobile home and a settlement with respect to such property will require signature of release by all who resided at that address.

[7] PG&E may rely on available public records (such as tax assessor information) to determine the square footage of residences and acreage of properties.