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ENDORSED FILED
SAN MATEO COUNTY

JUL 18 2017

Clerk of the Superior Court
By J. Obaob
DEPUTY CLERK

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

Coordination Proceeding Special Title
(Rule 3.550)

PG&E SAN BRUNO FIRE CASES

JCCP 4648-C (Derivative Actions)

^{SLD}
~~PROPOSED~~ JUDGMENT

Date: July 18, 2017
Time: 10:00 a.m.
Dept: 7
Judge: Steven L. Dylina

^{SLD}
~~PROPOSED~~ JUDGMENT
CASE NO. JCCP 4648-C

1 This matter came before the Court for hearing pursuant to the Order Concerning Proposed
2 Settlement of this Court dated April 26, 2017 (the "Preliminary Approval Order"), on the
3 application of the parties for approval of the settlement set forth in the Stipulation of Settlement
4 dated as of March 10, 2017 as modified by the Preliminary Approval Order (collectively, the
5 "Stipulation") (the "Stipulation"). Due and adequate notice having been given as required in said
6 Preliminary Approval Order, and the Court having considered all papers filed and proceedings had
7 herein and otherwise being fully informed in the premises and good cause appearing therefore, IT
8 IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

9 This Judgment incorporates by reference the definitions in the Stipulation, and all terms
10 used herein shall have the same meanings as set forth in the Stipulation, unless otherwise set forth
11 herein.

12 This Court has jurisdiction over the subject matter of the Action and over all parties thereto,
13 including Settling Plaintiffs, the current stockholders of PG&E Corporation, PG&E Corporation
14 and Pacific Gas and Electric Company (the "Utility" and together with PG&E Corporation
15 "PG&E"), and the Settling Defendants.

16 The Court hereby approves the Settlement set forth in the Stipulation as fair, reasonable,
17 adequate, and in the best interests of PG&E and the shareholders of PG&E Corporation, and directs
18 that the Settlement be consummated in accordance with the terms and conditions set forth in the
19 Stipulation.

20 The Court hereby dismisses on the merits and with prejudice the Action and all Released
21 Claims. Except as otherwise provided in the Stipulation, each party shall bear their own costs.

22 Upon the Effective Date, all Releasing Persons shall have and by operation of this
23 Judgment shall be deemed to have, fully, finally, and forever waived, released, relinquished,
24 discharged, and dismissed any and all Released Claims against the Released Persons.

25 Upon the Effective Date, all Releasing Persons shall have and by operation of this
26 Judgment shall be deemed to have covenanted not to sue the Released Persons with respect to the
27 Released Claims, and shall be forever barred and enjoined from commencing, prosecuting,
28 instigating or in any way participating in the commencement or prosecution, in any court of law

1 or equity, arbitration tribunal, or administrative or other forum, of any Released Claims against
2 any of the Released Persons and of all claims arising out of, relating to, or in any way connected
3 with the institution, prosecution, assertion, settlement, or resolution of the Action, the Additional
4 Derivative Cases or the Released Claims.

5 The Court finds that the notice given to current PG&E shareholders of the Settlement and
6 the Settlement Hearing was the best notice practicable under the circumstances, and that said notice
7 fully satisfied the requirements of due process and applicable law.

8 The Court hereby approves an aggregate Fee and Expense Award in the amount of twenty-
9 five million five hundred thousand dollars (\$25,500,000.00) in accordance with the terms of the
10 Stipulation, finds that such Fee and Expense Award is fair and reasonable, and directs said amount
11 to be paid to Settling Plaintiffs' Counsel as provided in the Stipulation, such amounts to cover all
12 fees and expenses of Plaintiffs' Counsel in the Additional Derivative Claims as well.

13 Neither the Stipulation (including any exhibits attached thereto) nor the Settlement
14 contained therein, nor any act performed or document executed pursuant to or in furtherance of
15 the Stipulation or the Settlement: (a) is or may be deemed to be or may be offered, attempted to
16 be offered, or used in any way as a presumption, a concession, an admission, or evidence of any
17 fault, wrongdoing, or liability of any of the Settling Parties or of the validity of any Released
18 Claims; or (b) is or may be deemed to be or may be used as a presumption, concession, admission,
19 or evidence of any liability, fault, or omission of any of the Released Persons in any civil, criminal,
20 or administrative proceeding in any court, administrative agency, or other tribunal. Neither the
21 Stipulation nor the Settlement contained therein, nor any act performed or document executed
22 pursuant to or in furtherance of the Stipulation or the Settlement, shall be admissible in any
23 proceeding for any purpose, except to enforce the terms of the Settlement, and except that the
24 Released Persons may file the Stipulation and/or Judgment in any action or proceeding that may
25 be brought against them to support a defense or counterclaim based on principles of *res judicata*,
26 collateral estoppel, full faith and credit, release, standing, good faith settlement, judgment bar or
27 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
28 counterclaim.

1 The Court hereby retains jurisdiction pursuant to CCP section 664.6 to enforce the terms
2 of the settlement, including but not limited to, the implementation of extensive corporate
3 governance therapeutics as set forth in paragraph 2.2 of the Stipulation, and certain gas operations
4 therapeutics, as set forth in paragraph 2.3 of the Stipulation. The Court orders that PG&E
5 Corporation provide at least quarterly reports to the Court and to the city of San Bruno
6 summarizing the progress of the implementation of these measures.

7 The Court finds that during the course of the Action, the Settling Parties and their respective
8 counsel at all times complied with the requirements of California Code of Civil Procedure § 128.7,
9 and all other similar laws.

10 In the event that the Settlement does not become effective in accordance with the terms of
11 the Stipulation, or the Effective Date does not occur, then this Judgment shall be rendered null and
12 void and shall be vacated to the extent provided by and in accordance with the Stipulation and, in
13 such event, all orders entered and releases delivered in connection herewith shall be null and void
14 to the extent provided by and in accordance with the Stipulation.

15 Without further order of the Court, the Settling Parties may agree to reasonable extensions
16 of time to carry out any of the provisions of the Stipulation.

17 Judgment shall be, and hereby is, entered dismissing the Action with prejudice and on the
18 merits. The Court finds that this Judgment is a final, appealable judgment and should be entered
19 in accordance with applicable law.

20 IT IS SO ORDERED.

21
22 DATED: JUL 18 2017

STEVEN L. DYLYNA

23 THE HONORABLE STEVEN L. DYLYNA
24 SUPERIOR COURT JUDGE
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