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14 *and Debtors in Possession*

15 **UNITED STATES BANKRUPTCY COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**
17 **SAN FRANCISCO DIVISION**

18 **In re:**

19 **PG&E CORPORATION,**

20 **- and -**

21 **PACIFIC GAS AND ELECTRIC**
22 **COMPANY,**

23 **Debtors.**

- 24 Affects PG&E Corporation
25 Affects Pacific Gas and Electric Company
26 Affects both Debtors

27 ** All papers shall be filed in the Lead Case,*
28 *No. 19-30088 (DM)*

Bankruptcy Case
No. 19-30088 (DM)
Chapter 11
(Lead Case)
(Jointly Administered)

**[PROPOSED] SUPPLEMENT TO
DISCLOSURE STATEMENT FOR
DEBTORS' AND SHAREHOLDER
PROONENTS' JOINT CHAPTER 11
PLAN OF REORGANIZATION**

[Related Dkt. No. 6353]

1 ON MARCH 17, 2020, THE BANKRUPTCY COURT APPROVED THE DISCLOSURE
2 STATEMENT FOR DEBTORS' AND SHAREHOLDER PROPONENTS' JOINT CHAPTER 11
3 PLAN OF REORGANIZATION (THE SOLICITATION VERSION OF WHICH IS FILED AT
4 DOCKET NO. 6353, TOGETHER WITH ALL SCHEDULES AND EXHIBITS THERETO, AND
AS MAY BE MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME,
THE "DISCLOSURE STATEMENT").¹

5 THE FOLLOWING INFORMATION RELATES TO CERTAIN EVENTS THAT
6 OCCURRED AFTER THE APPROVAL OF THE DISCLOSURE STATEMENT AND
7 SUPPLEMENTS THE DISCLOSURE STATEMENT. ALL CREDITORS AND HOLDERS OF
EQUITY INTERESTS ARE ENCOURAGED TO READ THIS SUPPLEMENT, THE
DISCLOSURE STATEMENT AND THE PLAN IN THEIR ENTIRETY.

8 A. **Governor's Letter Regarding Compliance with Wildfire Legislation
9 and Recent Motion Filed with the Bankruptcy Court**

10 As set forth in Section III.B of the Disclosure Statement, on December 13, 2019, Governor Gavin
11 Newsom (the "**Governor**" and his office, the "**Governor's Office**") sent a letter [Docket No. 5138]
12 (the "**December 13 Letter**") to the Utility's management stating, among other things, that the Governor
13 believed that the draft *Debtors' and Shareholder Proponents' Joint Chapter 11 Plan of Reorganization*
14 shared on December 6, 2019 with the Governor's Office (the "**December 6 Plan**") did not comply with
15 AB 1054. The Governor's December 13 Letter set forth a number of governance and management
16 requirements that the Governor believed were necessary to comply with AB 1054. The Governor's
17 December 13 Letter further stated that the capital structure set forth in the December 6 Plan would
18 contribute to a reorganized company that, in the Governor's view, would not be positioned to provide
19 safe, reliable, and affordable electric service. The Disclosure Statement further states that the Debtors
20 and the Governor's Office have been in continuing discussions as to these matters.

21 As previously disclosed, in response to the concerns raised by the Governor, the Debtors have
22 committed to a number of changes in connection with the Plan regarding governance, operations and
23 financial structure, together designed to prioritize safety and expedite the Debtors' successful emergence
24 from chapter 11.

25 In addition, on March 20, 2020 the Debtors filed a motion [Docket No. 6398] (the "**CRCP**

26
27 ¹ Unless otherwise defined, capitalized terms used herein have the meanings given to such terms in the
28 Disclosure Statement.

1 **Motion**”) with the Bankruptcy Court for entry of an order approving a case resolution contingency
2 process to address the circumstance in which the Plan is not confirmed or the Plan fails to go effective
3 in accordance with certain required dates (the “**Case Resolution Contingency Process**”). As further
4 described in the CRCP Motion, the Case Resolution Contingency Process contemplates a process for
5 the sale of PG&E Corporation or the Utility in the event that the Plan is not confirmed or the Plan fails
6 to go effective in accordance with certain required dates, including the appointment of a Chief
7 Restructuring Officer to manage such process. The Case Resolution Contingency Process also
8 contemplates an operational observer selected by the state of California.

9 In addition, the CRCP Motion describes certain other commitments that the Debtors have agreed
10 to undertake in connection with the confirmation process and implementation of the Plan (the “**Other**
11 **Commitments**”). The Other Commitments (which are described in more detail below) include, among
12 other things, a limitation on the ability of Reorganized PG&E Corporation to pay dividends over a period
13 of time after emergence from chapter 11; commitments by the Utility with respect to cost recovery of
14 amounts paid in respect of “Fire Claims” under the Plan; the terms of a purchase option in favor of the
15 state of California (which would be exercisable only in limited circumstances); and commitments with
16 respect to the Utility’s utilization of wildfire-related net operating losses.

17 Also on March 20, 2020, counsel for the Governor filed a statement with the Bankruptcy Court
18 in support of the CRCP Motion [Docket No. 6402] (the “**Governor’s Statement**”). The Governor’s
19 Statement indicates that entry of an order approving the CRCP Motion is a critical component of the
20 Governor’s willingness to support the Plan and that, in the Governor’s view, the relief requested in the
21 CRCP Motion responds to the Governor’s previously stated concerns. In the Governor’s Statement, the
22 Governor further stated that a rate-neutral securitization transaction pursuant to Senate Bill 901 that
23 meets all legal requirements as determined by the California Public Utilities Commission (“**CPUC**”)
24 would, in the Governor’s judgment, be in the public interest, as it would strengthen the going-forward
25 business and support the reorganized Utility’s ability to provide safe, reliable, affordable and clean
26 energy to its customers. The Governor’s Statement also indicates that the Governor believes that if the
27 CRCP Motion is granted and the CPUC approves the Plan with the governance, financial and operational
28

1 provisions submitted to the CPUC by the Utility or otherwise agreed by the Utility, with any
2 modifications the CPUC believes appropriate or necessary, the Plan will, in the Governor's judgment,
3 be compliant with Assembly Bill 1054.

4 A hearing in the Bankruptcy Court to consider approval of the CRCP Motion is currently
5 scheduled for April 7, 2020.

6 A summary of the terms and provisions of the Case Resolution Contingency Process is set forth
7 in detail in the CRCP Motion, which can be viewed for free at the website maintained by the Debtors in
8 the Chapter 11 Cases at <https://restructuring.primeclerk.com/pge/> (the "**Case Website**"). A summary
9 of the Other Commitments is set forth below. Capitalized terms used in the following section, but not
10 defined herein or in the Disclosure Statement have the meanings given to them in the CRCP Motion.

11 The Other Commitments. In connection with and subject to the approval of the Case Resolution
12 Contingency Process, the Governor's Office's support for the Plan and the Securitization (as defined
13 below), and the occurrence of the Effective Date, the Debtors have agreed to certain other matters as
14 follows:

- 15 a) Dividend Restriction. Reorganized HoldCo (Reorganized PG&E Corporation) will not
16 pay common dividends until it has recognized \$6.2 billion in non-GAAP Core Earnings
17 following the Plan Effective Date. That amount would be deployed as capital investment
18 or reduction in debt. "**Non-GAAP Core Earnings**" means GAAP earnings adjusted for
19 those non-core items identified in the Disclosure Statement;²
- 20 b) Fire Victim Claims Costs. The Reorganized Utility (Reorganized Pacific Gas and
21 Electric Company) intends to file an application with the CPUC for approval of a single
22 post-emergence 30-year securitization transaction of approximately \$7.5 billion (the
23 "**Securitization**"). If the CPUC does not grant approval of the Securitization, the
24 Reorganized Utility will not seek to recover in rates any portion of the amounts paid in
25 respect of "Fire Claims" under the Plan; and
- 26 c) Net Operating Losses. The Debtors' payment of wildfire claims under the Plan are
27 expected to result in substantial net operating losses ("**NOLs**"). Consistent with the
28 Debtors' financial projections provided in the Disclosure Statement, the Reorganized
Utility will use cash flows generated by application of these NOLs in future years in
connection with the Securitization. If this Securitization is not approved or

² See Disclosure Statement, Exhibit B, p. 168 [Docket No. 6353]. The non-core items identified in the Disclosure Statement are Bankruptcy and Legal Costs; Investigation Remedies and Delayed Cost Recovery; GT&S Capital Audit; Amortization of Wildfire Insurance Fund Contribution; and Net Securitization Inception Charge. *Id.* at 174

1 consummated, the Reorganized Utility will use these cash flows to amortize the \$6 billion
2 in Temporary Utility Debt that is part of the Debtors' exit financing under the Plan.

3 Post Plan Effective Date Purchase Option in Favor of State of California.

4 The Other Commitments also include a post Plan Effective Date purchase option in favor of the
5 state of California as follows:

- 6 • On February 18, 2020, in the proceedings before the CPUC related to approval of the
7 Plan, the Assigned Commissioner issued a ruling that set forth various proposals. One
8 such proposal was an Enhanced Regulatory Reporting and Enforcement Process
9 (“**Enhanced Regulatory Process**”) that includes six steps to be implemented over an
10 extended period of time which could, under certain circumstances, culminate in a review
11 and potential revocation of the Reorganized Utility’s certificate of public convenience
12 and necessity (“**CPCN**”), i.e., its license to operate as a public utility. The Debtors agree
13 that if the CPUC revokes the CPCN through the Enhanced Regulatory Process, the state
14 of California will have the option to purchase all of the issued and outstanding equity
15 interests of the Reorganized Utility (including common stock and any options or other
16 equity awards issued or granted by the Reorganized Utility), directly or via a state-
17 designated entity, at an aggregate price to the holders of such equity interests equal to (i)
18 the estimated one-year forward income computed by reference to rate base times equity
19 ratio times return on equity (in each case as authorized by the CPUC and Federal Energy
20 Regulatory Commission), multiplied by (ii) the average one-year forward price to
21 earnings ratio of the utilities then comprising the Philadelphia Utilities Index (“**PHLX**”),
22 multiplied by (iii) 0.65.

23 The Debtors also have agreed, subject to the approval of the CRCP Motion and the Governor’s
24 Office’s support for the Plan and the Securitization, to the following:

- 25 • As a condition to the occurrence of the Effective Date, the secured debt to be issued in
26 connection with the funding of the Plan must receive an investment grade rating from at
27 least one of Standard & Poor’s or Moody’s on the Effective Date. This condition may
28 be waived with the consent solely of the Plan Proponents and the Governor’s Office; and
- The Plan Documents (as defined in the Plan), including the documents included in the
Plan Supplement (as defined in the Plan) and any amendments to the Plan must be in
form and substance acceptable to the Governor’s Office.

23 **B. Butte County District Attorney Investigation and potential Claims**

24 As set forth in Section II.C.2 of the Disclosure Statement, the Butte County District Attorney’s
25 Office (the “**Butte County DA**”) and the California Attorney General’s Office opened a criminal
26 investigation of the November 8, 2018 Camp fire (the “**Camp Fire**”). The Disclosure Statement further
27 discloses that potential criminal charges that could be filed against the Debtors and current or former
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1 employees with respect to the Camp Fire include recklessly causing a fire, manslaughter, and related
2 environmental charges. The Debtors could be subject to material fines, penalties, or restitution orders
3 if it is determined that the Debtors failed to comply with applicable laws and regulations in connection
4 with the Camp Fire, as well as non-monetary remedies such as oversight requirements. If the Debtors
5 were found criminally liable, the Debtors could also be liable for claims of restitution on behalf of certain
6 Fire Victims under the California Penal Code. The Debtors believe that any claims for such restitution
7 would constitute Fire Victim Claims and under the Plan would be satisfied solely out of the Fire Victim
8 Trust.

9 Pursuant to a Motion filed with the Bankruptcy Court on March 23, 2020 [Docket No. 6418]
10 (the “**Butte County Motion**”), the Debtors are seeking approval of a Plea Agreement and Settlement
11 with the People of the State of California (the “**People**”), represented by the Butte County DA
12 (the “**Butte County Agreement**”), that resolves the criminal prosecution and investigation of the Utility
13 arising from the Camp Fire. The Butte County Motion and any related pleadings can be viewed for free
14 on the Case Website. The principal terms of the Butte County Agreement, which are more fully set
15 forth in the Butte County Motion, are as follows:

- 16 1. The Utility agrees to plead guilty to 84 counts of involuntary manslaughter and one
17 count of unlawfully causing a fire;
- 18 2. The Utility will be sentenced to pay the maximum total fine and penalty of not more
19 than \$3,486,950.00. The Utility will also pay \$500,000.00 to reimburse costs spent on
20 the investigation of the Camp Fire;
- 21 3. Upon approval and acceptance of the Butte County Agreement by the Butte County
22 Superior Court and the Bankruptcy Court, the People, by and through the Butte County
23 DA, agree not to prosecute any criminal charges relating to the Camp Fire against the
24 Debtors or Reorganized Debtors;
- 25 4. The Butte County Agreement will be in full and final satisfaction, release and discharge
26 of the proofs of claim filed by the People, through the Butte County DA, in the Chapter
27 11 Cases;
- 28 5. The People, by and through the Butte County DA, agree not to oppose any effort by the
Utility to seek the discharge of claims for restitution pursuant to Cal. Penal Code
§ 1202.4 in the Chapter 11 Cases made on the grounds that such claims are satisfied
pursuant to the agreements referenced in the Butte County Agreement and the Plan; and
6. The Utility will be entitled to withdraw the plea if: (i) the Butte County Agreement is
not approved by the Butte County Superior Court; (ii) any obligation, including fines,

1 penalties, assessments, obligations to pay restitution in addition to the settlements
2 described in the Butte County Agreement are imposed on the Utility; or (iii) the Butte
3 County Agreement is not approved by the Bankruptcy Court, or the Plan is not
4 confirmed by June 30, 2020 or does not become effective in accordance with its terms.
5 If the plea is withdrawn by the Utility, the indictment shall remain.

6 Simultaneous with entry into the Butte County Agreement, but separate from such Butte County
7 Agreement, the Utility has committed to spend up to \$15 million over five years to provide water to
8 Butte County residents impacted by damage to the Utility's Miocene Canal caused by the Camp Fire.
9 In addition, the Utility has separately consented to the Butte County DA consulting, sharing information
10 with and receiving information from the monitor overseeing the Utility's probation related to the San
11 Bruno explosion through the expiration of the Utility's term of probation, and in no event until later than
12 January 31, 2022. This consent is subject to the approval of the federal court overseeing the Utility's
13 probation and the monitor.

14 A hearing on the Butte County Motion is currently scheduled for April 14, 2020 in the
15 Bankruptcy Court.

16 **C. Financial Projections**

17 Attached hereto as **Exhibit A** are updated financial projections that reflect, among other things,
18 the information set forth above.
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Dated: San Francisco
March [●], 2020

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Respectfully submitted,

PG&E CORPORATION

By: _____
Name: Jason P. Wells
Title: Executive Vice President and Chief Financial Officer

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Name: David S. Thomason
Title: Vice President, Chief Financial Officer and Controller

SHAREHOLDER PROPONENTS

By: _____

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Exhibit A
Updated Financial Projections
[To be Filed]