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9 *Attorneys for Fire Victim Trustee*

10 **UNITED STATES BANKRUPTCY COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 In re:

14 **PG&E CORPORATION,**

15 **- and -**

16 **PACIFIC GAS AND ELECTRIC COMPANY,**
17 **Debtors.**

- 18 Affects PG&E Corporation
19 Affects Pacific Gas and Electric Company
20 Affects both Debtors

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

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

**FIRE VICTIM TRUST'S
NOTICE OF FINAL
RESOLUTION OF
ASSIGNED CLAIMS**

[Relates to Docket Numbers 12682 and
12884]

1 TO FIRE VICTIMS AND ALL OTHER INTERESTED PARTIES:

2 PLEASE TAKE NOTICE that the PG&E Fire Victim Trust (the “**Trust**”) has settled claims
3 (the “**Assigned Claims**”) against The Davey Tree Expert Company, Davey Resource Group, Inc.,
4 and Davey Tree Surgery Company (collectively, the “**Settling Vegetation Management**
5 **Defendants**”) that the Trust held as part of the Assigned Rights and Causes of Action transferred to
6 the Trust pursuant to the *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of*
7 *Reorganization dated June 19, 2020* [Dkt. No. 8048]. A copy of the settlement and release agreement
8 that was entered into as of November 25, 2025 and fully executed on December 10, 2025 (the
9 “**Settlement Agreement**”) ¹ is attached hereto in partially redacted form ² as **Exhibit 1** and will be
10 posted on the Fire Victim Trust Website at www.firevictimtrust.com.

11 The Settlement Agreement provides, inter alia, for the Settling Vegetation Management
12 Defendants to remit to the Trust and the other plaintiffs who are parties to the Settlement Agreement
13 (together, the “**Settling Plaintiffs**”) ³ the total lump sum of two hundred and eight million dollars
14 (\$208,000,000.00) (the “**Settlement Amount**”) and for mutual releases to be executed by the Settling
15 Plaintiffs and the Settling Vegetation Management Defendants. The Trust’s share of the Settlement
16 Amount shall be \$145,080,000.

17 PLEASE TAKE FURTHER NOTICE that this settlement finally resolves the last of the
18 litigation to which the previously sealed engagement letter (the “**VM Firms’ Engagement Letter**”)
19 effective January 27, 2021, between the Trust and the firms Cotchett, Pitre & McCarthy, LLP, Corey,
20 Luzaich, de Ghetaldi & Riddle, LLP, Walkup, Melodia, Kelly & Schoenberger, Dreyer, Babich,

21 _____
22 ¹ The claims resolved by the settlement are allegations only and there has been no determination of liability. The
23 Settling Vegetation Management Defendants do not admit liability for the October 2017 Wildfire Event. *See* Settlement
24 Agreement at § 17.

25 ² On May 22, 2026, the Trust filed the *Motion of the Fire Victim Trustee to File Redacted Version of Davey*
26 *Settlement Agreement* [Dkt. No. 15065], which seeks Court authority to redact certain commercially sensitive and highly
27 confidential information from Addendums 1 and 2 to the Settlement Agreement, as further detailed in the motion.

28 ³ The Settling Plaintiffs consist of the Trust, the Abram Plaintiffs, the Adams Plaintiffs, the Antone Plaintiffs, and
the Walker Plaintiffs, each as further defined in the Settlement Agreement. Each plaintiff group shall receive a negotiated
portion of the gross Settlement Amount. The Walker Plaintiffs will receive their portion pursuant to an agreement
executed with the Trust, whereby the Trust acquired, by assignment, the Walker Plaintiffs’ claims against the Settling
Vegetation Management Defendants in order to effectively prosecute and resolve the Trust’s Assigned Claims against
the Settling Vegetation Management Defendants.

1 Buccola, Wood & Campora, LLP, Andrews & Thornton, A Law Corporation, and Greenberg Gross
2 LLP (together, “**VM Firms**”) in connection with the Assigned Claims, applies. In accordance with
3 the *Order Granting Motion of the Fire Victim Trustee to File Redacted Versions of Certain Retention*
4 *Agreements Until Litigation Related to Such Retention Agreements is Finally Resolved* [Dkt. No.
5 12884], a copy of the VM Firms’ Engagement Letter, redacted only with respect to a personal
6 address, is attached hereto as **Exhibit 2**⁴ and will be posted on the Fire Victim Trust Website at
7 www.firevictimtrust.com. Pursuant to the VM Firms’ Engagement Letter, the VM Firms shall be
8 entitled to attorneys’ fees in the form of a contingency fee equal to 22% of the Net Amount
9 Recovered.⁵ The Trust will file a supplemental notice disclosing (i) the amounts of its costs,
10 expenses, and attorneys’ fees incurred in prosecuting the Assigned Claims, and (ii) the net benefit
11 received by the Trust as a result of the Settlement Agreement.

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19 ⁴ The Trust previously filed redacted copies of the VM Firms’ Engagement Letter pursuant to the *Order Granting*
20 *Motion of the Fire Victim Trustee to File Redacted Versions of Certain Retention Agreements Until Litigation Related to*
21 *Such Retention Agreements is Finally Resolved* [Dkt. No. 12884], which provides, among other things, that the
22 unredacted copy of the retention agreement is confidential, shall remain under seal, and shall not be made available to
23 anyone without the express written consent of the Trustee or order of the Court until such time as the litigation to which
24 the retention agreement applies has been finally resolved by judgment, arbitration, mediation, or otherwise. The litigation
25 to which the VM Firms’ Engagement Letter applies has now been finally resolved by settlement, and, accordingly, the
26 Trust attaches hereto as **Exhibit 2** a copy of the VM Firms’ Engagement Letter, redacted only with respect to a personal
27 address. See *Motion of the Fire Victim Trustee to Redact Personal Address from Engagement Letter to be Filed with*
28 *Court* [Dkt. No. 15068], which seeks Court authority to redact a personal address from the VM Firms’ Engagement
Letter, as further detailed in the motion.

25 Additionally, the Trust, together with Pacific Gas and Electric Company and PG&E Corporation (“**PG&E**”), have
26 determined that in light of the settlement of pending litigation, they will no longer store or preserve certain physical items
27 collected in connection with investigations in the wildfires that are the subject of Judicial Council Coordinated
28 Proceeding No. 4955 (California North Bay Fires), and, accordingly, the Trust and PG&E intend to dispose of those
items. See *JCCP 4955 Notice Letter*, attached hereto as **Exhibit 3**. PG&E does not believe these items are relevant to
any ongoing litigation that would require PG&E to preserve the items. Similarly, the Trust does not believe these items
are relevant to any ongoing litigation that would require the Trust to preserve the items.

⁵ As defined in the VM Firms’ Engagement Letter.

1 DATED: May 22, 2026

BROWN RUDNICK LLP

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By: /s/ David J. Molton

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Attorneys for Fire Victim Trustee

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EXHIBIT 1
SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into as of November 25, 2025, by and among the following: Cathy Yanni, trustee of the PG&E Fire Victim Trust (“FVT”), on behalf of the FVT in her capacity as trustee, the Abram Plaintiffs (defined below and including only those Abram Plaintiffs identified on Addendum 5), the Adams Plaintiffs (defined below), the Antone Plaintiffs (defined below), and the Walker Plaintiffs (defined below), on the one hand, and The Davey Tree Expert Company, Davey Resource Group, Inc., and Davey Tree Surgery Company (collectively, the “Settling Defendants” or the “Davey Parties”), on the other hand.

RECITALS

This Agreement is entered into on the basis of the following facts:

A. On January 28, 2021, John K. Trotter, Jr., as the then trustee of the FVT, filed a complaint against the Settling Defendants and others in that certain action entitled *John K. Trotter, Jr., Trustee of the PG&E Fire Victim Trust v. Davey Resource Group, Inc., et al.*; San Francisco Superior Court Case No. CGC-21-589438 (the “Trotter I Action”).

B. On January 28, 2021, John K. Trotter, Jr., as the then trustee of the FVT, filed a complaint against the Settling Defendants and others in that certain action entitled *John K. Trotter, Jr., Trustee of the PG&E Fire Victim Trust v. Davey Resource Group, Inc., et al.*; San Francisco Superior Court Case No. CGC-21-589439 (the “Trotter II Action”).

C. On January 28, 2021, John K. Trotter, Jr., as the then trustee of the FVT, filed a complaint against the Settling Defendants and others in that certain action entitled *John K. Trotter, Jr., Trustee of the PG&E Fire Victim Trust v. ACRT Pacific, LLC, et al.*; San Francisco Superior Court Case No. CGC-21-589441 (the “Trotter III Action”).

D. On October 8, 2019, various plaintiffs filed a complaint against the Settling Defendants and others in that certain action entitled *Abram, et al. v. ACRT, Inc.*,

et al.; San Francisco Superior Court Case No. CGC-19-579861 (the “*Abram* Action”).¹

E. On October 7, 2019, various plaintiffs filed a complaint against the Settling Defendants and others in that certain action entitled *Adams, et al. v. Davey Resource Group, Inc., et al.*; San Francisco Superior Court Case No. CGC-19-579828 (the “*Adams* Action”).²

F. On October 8, 2019, various plaintiffs filed a complaint against the Settling Defendants and others in that certain action entitled *Antone, et al. v. ACRT, Inc., et al.*; Sacramento County Superior Court Case No. 34-2019-00266662 (the “*Antone* Action”).³

G. On August 8, 2019, various plaintiffs filed a complaint against the Settling Defendants and others in that certain action entitled *Walker, et al. v. Davey Tree Surgery Co., et al.*; Napa County Superior Court Case No. 19CV001194 (the “*Walker* Action”).⁴ On June 23, 2023, the Walker Plaintiffs assigned certain rights related to their claims to the FVT. The releases and other obligations of the FVT in this Agreement extend to and include the claims of the Walker Plaintiffs that were assigned to the FVT.

H. On October 7, 2019, various plaintiffs filed a complaint against the Settling Defendants and others in that certain action entitled *Bennett, et al. v. ACRT, Inc., et al.*; Sacramento County Superior Court Case No. 34-2019-00266501 (the “*Bennett* Action”).

I. The *Trotter I* Action, the *Trotter II* Action, the *Trotter III* Action, the *Abram* Action, the *Adams* Action, the *Antone* Action, and the *Walker* Action (collectively, the “Lawsuits”), were coordinated, together with the *Bennett* Action, in the proceeding entitled *California North Bay Fire Cases*, Judicial Council Coordination Proceeding No. 4955 (the “JCCP”) pending in San Francisco County Superior Court (the “Court”).

J. Where referenced herein, the term “Settling Plaintiffs” refers to the FVT,

¹ The plaintiffs in the *Abram* Action shall be referred to hereinafter as the “Abram Plaintiffs.”

² The plaintiffs in the First Amended Complaint in the *Adams* Action shall be referred to hereinafter as the “Adams Plaintiffs.”

³ The plaintiffs in the *Antone* Action shall be referred to hereinafter as the “Antone Plaintiffs.”

⁴ The plaintiffs in the *Walker* Action shall be referred to hereinafter as the “Walker Plaintiffs.”

only those of the Abram Plaintiffs who are identified on Addendum 5, the Adams Plaintiffs, the Antone Plaintiffs, and the Walker Plaintiffs.

K. Where referenced herein, the term “Parties” refers collectively to the Settling Plaintiffs and the Settling Defendants, and the term “Party” refers individually to each of the Settling Plaintiffs and the Settling Defendants.

L. Without admitting any liability or wrongdoing whatsoever, the Settling Plaintiffs, on the one hand, and the Settling Defendants, on the other hand, now wish to settle and resolve all claims between them, whether alleged or not, and whether known or unknown, under the terms and conditions specified herein.

M. Where referenced herein, the term “October 2017 Wildfire Event” refers to the wildfire event in Northern California that began on or about October 8, 2017, and is inclusive of all of the areas burned as alleged or that could have been alleged in the Lawsuits and/or the JCCP.⁵

AGREEMENT

NOW, THEREFORE, in light of the foregoing Recitals which the Parties agree are incorporated herein as part of this Agreement, and in consideration of the representations, warranties, promises, and releases contained herein, the Parties agree to the following terms and conditions:

1. SETTLEMENT PAYMENT. Subject to the terms of this Agreement, the respective payment obligations of the Settling Defendants and each of its insurers (the “Insurers”)⁶ are several and limited to the amounts set forth in Addendum 1 to this Agreement. To the extent any Insurer fails to make the required payment as set forth in Addendum 1, and the required payment remains unpaid for ninety (90) days after it was due, the Settling Defendants must make said payment. The total of all payments set forth in Addendum 1 adds up to the total amount of TWO HUNDRED EIGHT MILLION DOLLARS AND ZERO CENTS (US \$208,000,000.00), subject to the *De Minimis*

⁵ The Parties acknowledge that some Settling Plaintiffs and some claimants to the FVT have sought damages for aspects of the October 2017 Wildfire Event for which there is and has been no allegation of liability by the Settling Defendants. Nonetheless, the Parties intend for the term October 2017 Wildfire Event, as used in this Agreement, to include all allegations, claims, and/or damages of any kind related to any aspect of the October 2017 Wildfire Event, whether or not allegations have been made against the Settling Defendants concerning any involvement or responsibility by the Settling Defendants.

⁶ The names of the Insurers have been provided confidentially to the Settling Plaintiffs.

Exception in Paragraph 5(a) (the “Settlement Payment”). Any Insurer’s failure to satisfy its payment obligation as set forth in Addendum 1 to this Agreement shall not relieve or diminish any other Insurer’s obligation to satisfy its payment obligation as set forth in Addendum 1 to this Agreement. If one or more Insurers fail to pay their several shares of the Settlement Payment within the time provided in this Paragraph, the shares that were timely paid will still be timely distributed to the Settling Plaintiffs, and the Insurers that timely paid shall have no further liability and/or responsibility with respect to the Settlement Payment. The Settlement Payment shall be made in accordance with the instructions set forth in Addendum 2 to this Agreement.⁷ The amount of the Settlement Payment and the contents of Addendum 1 and Addendum 2 shall be treated as confidential, subject to the provisions of Paragraph 17. The Settling Defendants (i) submit to the jurisdiction of the Superior Court in the JCCP (the “Court”) for any proceedings necessary to enforce such parties’ payment obligations hereunder, and (ii) agree that in the event of any non-payment of the Settlement Payment, or any portion thereof, the Court is authorized to issue final, binding orders compelling performance of and/or otherwise enforcing the obligations of the Settling Defendants with respect to the Settlement Payment.

2. TIME FOR PAYMENT; GOOD FAITH SETTLEMENT.

a. Subject to the *De Minimis* Exception in Paragraph 5(a), the Settlement Payment shall be paid by the Settling Defendants and the Insurers in accordance with Addendum 1 and Addendum 2 to this Agreement, and in accordance with the Holdback provision in Paragraph 5(b), no later than thirty (30) days after all of the following shall have occurred:

(i) an order by the Court determining this Agreement to be a good faith settlement under California Code of Civil Procedure § 877.6 (the “Good Faith Order”), pursuant to the motion specified in Paragraph 5 (including the Court making the factual finding concerning compliance with California Code of Civil Procedure § 664.6 as specified in Paragraph 5(d)), has been entered and the time period for reconsideration has elapsed, and the time period as stated in California

⁷ The payment instructions that are referred to in Addendum 2 were provided confidentially to the Settling Defendants concurrently with execution of this Agreement and must be confirmed orally between counsel prior to any payments being sent.

Code of Civil Procedure § 877.6(e) has elapsed without any writ petition, *i.e.*, a petition for writ of mandate or any other writ or other appellate relief (collectively “writ petition”), being filed (or if a writ petition is timely filed, such petition has been denied and the time for rehearing or review has elapsed);

(ii) releases by the Abram Plaintiffs identified on Addendum 5, Adams Plaintiffs, Antone Plaintiffs, and Walker Plaintiffs in accordance with Paragraphs 4(b) and 5 have been provided indefeasibly to counsel for the Settling Defendants;

(iii) requests for dismissals with prejudice of the Lawsuits by the Settling Plaintiffs have been received;

(iv) entry by the Court of an Order to Show Cause as to why claims against the Davey Parties of those plaintiffs listed on Addendum 6 should not be dismissed;

(v) dismissals with prejudice have been entered by the Court, or dismissals have been entered by the Court pursuant to California Code of Civil Procedure § 583.310, or final judgments in favor of the Settling Defendants have been entered, as to the Abram Plaintiffs neither identified on Addendum 5 nor identified on Addendum 6, in accordance with Paragraph 3 and subject to the Holdback provision in Paragraph 5(b);

(vi) the required approvals of compromises have been obtained in accordance with Paragraph 6; and

(vii) counsel for the respective Settling Plaintiffs have provided the Settling Defendants with a W-9 and such additional documentation or information as the Settling Defendants may reasonably request to enable the Settling Defendants and the Insurers to make payments in accordance with Addendum 1 and Addendum 2 to this Agreement.

b. The Settling Defendants shall file a motion for entry of a Good Faith Order within the time specified in Paragraph 5(d), and shall seek to have this motion heard on the first available hearing date. All of the Parties shall support the good faith settlement determination requested in such motion. Settling Defendants shall commence preparation of the motion for entry of a Good Faith Order forthwith.

c. Contemporaneous with filing the motion seeking the Good Faith Order,

the Parties shall jointly move for an order from the Court finding: (i) that the terms of this Agreement resolve any and all claims or possible claims the Settling Plaintiffs may have against the Settling Defendants and their Insurers (solely in their capacity as insurers for the Settling Defendants) that arise out of or are in any way connected, directly or indirectly, with the October 2017 Wildfire Event, and (ii) that the Settling Defendants' involvement in the JCCP is concluded by this Agreement. Should any action thereafter be filed by any or all of the Settling Plaintiffs or their attorneys, agents, assigns, insurers, or any person claiming rights by or through the Settling Plaintiffs (in their capacity as such), or by any party who was named a plaintiff in the Lawsuits or the *Bennett* Action against the Settling Defendants or any of them with respect to any known or unknown claims arising out of the October 2017 Wildfire Event, all of the Parties to this Agreement will support and cooperate with any motion filed by the Settling Defendants seeking to enforce this Agreement and/or to dismiss such action with prejudice, and in good faith to accomplish the goals herein will use best efforts to assist Settling Defendants in defending against any such claim. The motion provided by this Paragraph 2(c), together with the motion seeking the Good Faith Order, shall be filed within five (5) days after the conditions stated in Paragraph 5(d) have been satisfied.

3. DISMISSAL OF ACTIONS AGAINST SETTLING DEFENDANTS. As a condition of making the Settlement Payment, counsel for the Settling Plaintiffs shall first deliver or cause to be delivered to counsel of record for the Settling Defendants executed Requests for Dismissal ("RFDs"), with prejudice, of the Lawsuits as against the Settling Defendants, by the FVT and all Abram Plaintiffs identified on Addendum 5, Adams Plaintiffs, Antone Plaintiffs, and Walker Plaintiffs. The executed RFDs shall be held in escrow by counsel of record for the Settling Defendants pending the Settling Defendants' and the Insurers' respective payments of the amounts comprising the Settlement Payment. In the event the Settlement Payment is timely made in full and in accordance with this Agreement, counsel for the Settling Defendants shall file and serve the RFDs within three (3) business days after the later of (i) receipt by the Settling Plaintiffs of the Settlement Payment, or (ii) entry of an order by the Court retaining jurisdiction to enforce the settlement as provided in Paragraph 14. As a further condition of making the Settlement Payment, subject to the Holdback in Paragraph 5(b), for Abram

Plaintiffs not identified on Addendum 5: (i) counsel in the *Abram* Action shall deliver executed RFDs in accordance with this Paragraph, or (ii) their claims in the *Abram* Action shall be dismissed with prejudice by the Court and such dismissals shall have become final, or (iii) dismissals shall have been entered by the Court pursuant to California Code of Civil Procedure § 583.310, or (iv) final judgments shall have been entered by the Court in favor of the Settling Defendants with the effect of dismissing their claims in the *Abram* Action with prejudice, or (v) they are identified on Addendum 6.

4. MUTUAL RELEASES.

a. Except with respect to the obligations set forth in this Agreement, effective upon receipt by the Settling Plaintiffs of the full Settlement Payment in accordance with Paragraphs 1 and 2 of this Agreement and subject to the *De Minimis* Exception in Paragraph 5(a), the Settling Plaintiffs (as to the Abram Plaintiffs, only those Abram Plaintiffs identified on Addendum 5), on behalf of themselves and their respective heirs, executors, administrators, successors, assigns, spouses and registered domestic partners (only to the extent of their community property interest or any other interest in the Settling Plaintiff's claims) and anyone else who has an interest in the claims subject to this Release, shareholders, members, agents, and representatives, (in each case in their capacity as such), release and forever discharge each of the Settling Defendants and their Insurers (solely in their capacity as insurers for the Settling Defendants), and the Settling Defendants' and Insurers' current and former attorneys, parents, subsidiaries, affiliated companies, shareholders, members, agents, representatives, insurers, retrocessionaires, reinsurers, trustees, employees, officers, directors, partners, and owners, in each case in their capacity as such (collectively, the "Davey Released Parties"), from any and all claims, demands, causes of action, damages, debts, injuries, liabilities, accounts, costs, expenses, and liens, of any kind or nature, whether now known or unknown, fixed or contingent, suspected or unsuspected, choate or inchoate, which arise out of or are in any way connected, directly or indirectly, with the October 2017 Wildfire Event, the Lawsuits, the allegations contained in the Lawsuits, any allegations that could have been contained therein, or any claims that could have been asserted in any or all of the Lawsuits or elsewhere. For avoidance of doubt, the release set forth in this paragraph

operates as a release by the FVT, and, by operation of Pacific Gas and Electric Company's and PG&E Corporation's rights having been legally assigned to the FVT, release of the same claims by Pacific Gas and Electric Company and PG&E Corporation, of the Assigned Rights and Causes of Action, as defined in the bankruptcy plan of Pacific Gas and Electric Company and PG&E Corporation that was confirmed on June 20, 2020 in Case No. 19-30088, U.S. Bankruptcy Court, Northern District of California (the "Assigned Rights and Causes of Action"), including but not limited to any and all actual or potential claims arising out of the October 2017 Wildfire Event, the Lawsuits, or that could have been asserted in any of the Lawsuits or elsewhere, whether or not heretofore asserted, against the Settling Defendants or any of the Davey Released Parties. Such released claims include without limitation any and all claims for full or partial indemnification or contribution and for attorneys' fees, costs, or expenses incurred in connection with the Lawsuits or the JCCP, and claims for breach of the implied covenant of good faith, extra-contractual claims and/or claims for bad faith. For further clarity, and notwithstanding any provisions of this Agreement, the FVT is not releasing its claims against any defendants in the Lawsuits or the JCCP other than the Settling Defendants, the Davey Released Parties, and potential Doe defendants in the Lawsuits who are affiliated with or alter egos of the Settling Defendants.

b. As a condition to the obligation by the Settling Defendants and the Insurers to make the Settlement Payment specified in Paragraph 1:

(i) At least 90% of the Adams Plaintiffs, Antone Plaintiffs, and Walker Plaintiffs, respectively, shall execute and provide to the Settling Defendants a release of the Davey Released Parties in the form attached as Addendum 3 to this Agreement;

(ii) At least 90% of the Abram Plaintiffs identified on Addendum 5 shall execute and provide to Settling Defendants a release of the Davey Released Parties in the form attached as either Addendum 3 or Addendum 4 to this Agreement (the releases referred to in Paragraphs 4(b)(i) and 4(b)(ii) shall be collectively referred to as the "Delivered Releases"); and

(iii) Subject to the *De Minimis* Exception in Paragraph 5(a), by signing this Agreement, counsel in the *Abram* Action, *Adams* Action, *Antone* Action, and

Walker Action release on behalf of the Abram Plaintiffs identified on Addendum 5, Adams Plaintiffs, Antone Plaintiffs, and Walker Plaintiffs, respectively, effective upon receipt by the Settling Plaintiffs of the full Settlement Payment in accordance with Paragraphs 1 and 2 of this Agreement, all claims by 100% of the Abram Plaintiffs identified on Addendum 5, Adams Plaintiffs, Antone Plaintiffs, and Walker Plaintiffs, respectively, against the Davey Released Parties to the same extent as the release attached as Addendum 3 to this Agreement in accordance with counsel's express authorizations to provide such releases as stated in Paragraph 5.

c. Except with respect to the obligations set forth in this Agreement, effective upon payment of the Settlement Payment in accordance with Paragraphs 1 and 2 of this Agreement, each of the Settling Defendants hereby releases and forever discharges the Settling Plaintiffs, and each of their current and former attorneys, parents, subsidiaries, affiliated companies, shareholders, members, agents, representatives, insurers, retrocessionaires, reinsurers, trustees, employees, officers, directors, partners, and owners, in each case in their capacity as such, from any and all claims, demands, causes of action, damages, debts, injuries, liabilities, accounts, costs, expenses, and liens, of any kind or nature, whether now known or unknown, fixed or contingent, suspected or unsuspected, choate or inchoate, which arise out of or are in any way connected, directly or indirectly, with the October 2017 Wildfire Event, the Lawsuits, the allegations contained in the Lawsuits, any allegations that could have been contained therein, or any claims that could have been asserted in any or all of the Lawsuits or elsewhere.

d. Each of the signatories to this Agreement expressly **waives** the provisions of Section 1542 of the Civil Code of the State of California, or any similar provision arising under applicable law, and acknowledges that such party is familiar with and understands that section, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

In connection with such waiver and the releases in Paragraphs 4(a), 4(b), and 4(c),

each releasing Party acknowledges that such Party may hereafter discover facts in addition to or different from those which such Party now knows or believes to be true, but that it is such Party's intention hereby to fully, finally, and forever settle and release all such claims, matters, disputes, and differences, known or unknown, fixed or contingent, suspected or unsuspected, except as specifically set forth in this Agreement. The releases provided for herein (inclusive of those under California Code of Civil Procedure §664.6) shall be and remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different facts.

e. Each releasing Party covenants and agrees that such Party will not make, assert, or maintain directly or indirectly any claim, demand, action, suit, or proceeding that is released in this Agreement.

5. STIPULATION FOR APPOINTMENT OF REFEREE; DE MINIMIS EXCEPTION; HOLDBACK; MOTION FOR GOOD FAITH SETTLEMENT DETERMINATION.

a. The Parties have stipulated in the JCCP to an order for the appointment of a Referee by the Court (hereinafter "Referee") who has been authorized, among other tasks, to determine whether counsel for the plaintiffs in the *Abram* Action, the *Adams* Action, the *Antone* Action, and the *Walker* Action have received express authorizations from 100% of the Abram Plaintiffs identified on Addendum 5, Adams Plaintiffs, Antone Plaintiffs, and Walker Plaintiffs, respectively, to release all claims on behalf of their clients against the Davey Released Parties to the same or greater extent as is specified in Addendum 3, in accordance with California Code of Civil Procedure § 664.6. In the event that the Referee determines that less than 100% of the Abram Plaintiffs identified on Addendum 5, the Adams Plaintiffs, the Antone Plaintiffs, and the Walker Plaintiffs have given express authorization to release their claims pursuant to section 664.6, the Referee shall determine whether those Settling Plaintiffs not providing express authorizations have a *de minimis* aggregate amount of Claim Values. Claim Value for each Settling Plaintiff not providing an express authorization is the amount of the final award determination by the FVT for that Settling Plaintiff, less the amount already distributed by the FVT to that Settling Plaintiff. If only a *de minimis* portion of the Settling Plaintiffs have not provided their express authorizations, the release requirement

identified in Paragraph 2(a)(ii) of this Agreement will be satisfied. A “*de minimis* portion” is defined as not more than ONE MILLION DOLLARS AND ZERO CENTS (US \$1,000,000.00) in the total aggregate of all Claim Values for all Settling Plaintiffs not providing express authorizations.

For each Abram Plaintiff identified on Addendum 5, Adams Plaintiff, Antone Plaintiff, and Walker Plaintiff who does not provide a release described in this Agreement, the Settlement Payment owed by the Davey Parties and described in Section 1 of this Agreement shall be reduced on a dollar-for-dollar basis in the amount of the aggregate of all Claim Values for all Settling Plaintiffs not providing express authorizations (the “*De Minimis* Exception”). Notwithstanding the foregoing *De Minimis* Exception, the Lawsuits must be finally dismissed per Paragraph 3.

b. Subject to the provisions of Paragraph 5(b)(v) below, THREE MILLION TWO HUNDRED, FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$3,250,000.00) of the Abram Plaintiffs’ portion of the Settlement Payment (the “Holdback”) shall be withheld from the distribution of the Abram Plaintiffs’ portion of the Settlement Payment, and shall instead be paid by the Davey Parties, no later than the date of the Settlement Payment provided in Paragraph 2, in accordance with this Paragraph 5(b) rather than in accordance with the instructions set forth in Addendum 2 to this Agreement. The Settling Plaintiffs agree that the Holdback shall have no effect on the portions of the Settlement Payment that will be paid to the FVT, the Adams Plaintiffs, the Antone Plaintiffs, or the Walker Plaintiffs. The Settling Plaintiffs represent that the portion of the Settlement Payment otherwise to be received by the Abram Plaintiffs under this Agreement is sufficient to fund the amount of the Holdback.

The Abram Plaintiffs identified on Addendum 5 and the Davey Parties agree as follows:

- (i) The amount of the Holdback is reasonable security to protect the Davey Parties against the risk of possible claims by the Abram Plaintiffs not identified on Addendum 5. Counsel for the Abram Plaintiffs will ensure that the Holdback will have no impact on the net recovery of the portion of the Settlement Payment to be paid to the Abram Plaintiffs identified on Addendum 5. The amount of the Holdback shall be paid by

the Davey Parties to an interest-bearing escrow account that shall be established prior to the date of the Settlement Payment provided in Paragraph 2 (the “Escrow”). Interest earned on the amount in the Escrow shall be added to the amount of the Holdback. The costs and fees of the Escrow agent shall be paid from the Holdback.

(ii) If any of the Abram Plaintiffs not identified on Addendum 5 asserts a claim, files an action, or seeks to reinstate an action in accordance with the complaint in the *Abram* Action against the Davey Parties concerning the October 2017 Wildfire Event (“Subsequent Claims”), the Davey Parties shall, at their sole discretion, defend, pay, and/or settle such Subsequent Claims. For avoidance of doubt, actions taken by any of the plaintiffs listed on Addendum 6 to prosecute their claims alleged in the *Abram* Action, including by responding to the Order to Show Cause referred to Paragraph 2(a)(iv), shall be included within the definition of Subsequent Claims.

(iii) The Davey Parties may apply to the Escrow agent, with notice provided to Abram Plaintiffs’ counsel, for its reimbursement of “Davey’s Costs,” as defined below, which costs shall be paid by the Escrow agent to the Davey Parties from the Holdback. “Davey’s Costs” are defined as the Davey Parties’ fees, costs, and expenses to defend, pay, settle, and/or satisfy a judgment on a Subsequent Claim or Subsequent Claims, and shall include, but not be limited to, reasonable attorneys’ fees, expenses, costs of consultants and expert witnesses, allocated internal costs of the Davey Parties, amounts paid or obligated to be paid to resolve and/or adjudicate such claims, and/or amounts paid to satisfy any judgments on Subsequent Claims. The claim for reimbursement shall identify the Subsequent Claim(s) and Davey’s Costs in reasonable detail without disclosure of any attorney work product or privileged information.

(iv) If Counsel for the Abram Plaintiffs does not dispute the payment of a claim for reimbursement of Davey’s Costs pursuant to this paragraph, the Escrow agent shall pay the claim for reimbursement from the

Holdback within 15 days. If Counsel for the Abram Plaintiffs disputes that a claim for reimbursement of Davey's Costs relates to a Subsequent Claim or Subsequent Claims, or disputes that any such reimbursement or portion of reimbursement is reasonable, Counsel for the Abram Plaintiffs shall, within 15 days, give notice of the dispute to the Escrow agent and Counsel for the Davey Parties and seek, by a motion or legal action, a declaration of the parties' rights with regard to the claim for reimbursement. Any such motion or action shall be brought before a neutral jointly selected by Counsel for the Abram Plaintiffs and the Davey Parties; or if they cannot agree on a neutral, by a neutral appointed by the Court in the JCCP pursuant to the Court's jurisdiction under California Code of Civil Procedure § 664.6; or, if the Court in the JCCP declines jurisdiction, by the Superior Court of the State of California in and for the City and County of San Francisco. The only issues to be resolved in any such motion or action before the neutral are whether the amount of Davey's Costs for which reimbursement is sought is reasonable, and whether such reimbursement relates to a Subsequent Claim or Subsequent Claims. Counsel for the Abram Plaintiffs agrees that: (aa) the amount that is actually paid, or agreed to be paid, by the Davey Parties to resolve a Subsequent Claim is presumptively reasonable if the payment, or agreement to pay, is made in good faith solely in the exercise of the Davey Parties' business judgment; (bb) the rates paid by the Davey Parties for attorneys' fees for their counsel are presumptively reasonable if they are in accordance with rates the Davey Parties customarily pay to counsel in the JCCP who are selected to represent the Davey Parties' interests in the Davey Parties' sole discretion; and (cc) Counsel for the Abram Plaintiffs shall have the burden in any proceeding before the neutral to overcome these presumptions. In any such motion or action, Counsel for the Abram Plaintiffs may seek an order from the neutral requiring that the Davey Parties produce invoices supporting their claim for reimbursement. To the extent such production is ordered, all invoices shall be produced under a

protective order and redacted for work product and privilege at the Davey Parties' sole discretion. There shall be no other discovery or disclosure on any such motion or action, and any award shall be final and non-appealable. The prevailing party in any such motion or action shall be entitled to an award of costs, expenses, and reasonable attorneys' fees incurred in any such motion or action, which shall be paid by the Escrow agent from the Holdback. In the event any such motion or action is brought, the Escrow agent shall pay the claim for reimbursement by the Davey Parties in accordance with the determination by the neutral.

(v) If, prior to the date of the Settlement Payment, all of the plaintiffs identified on Addendum 6 have: (aa) their cases dismissed by the Court pursuant to the Order to Show Cause identified in Paragraph 2(a)(iv), and/or (bb) executed a release of the Davey Released Parties in the form attached as Addendum 3 to this Agreement and delivered to counsel of record for the Settling Defendants an executed RFD with prejudice, the amount of the Holdback shall be decreased to TWO MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00). If all the plaintiffs identified on Addendum 6 have not met one or both of these conditions prior to the date of the Settlement Payment, the Escrow agent shall pay the following to Counsel in the *Abram* Action from the Holdback after the final disposition of all Subsequent Claims by the plaintiffs identified on Addendum 6: SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) minus Davey's Costs incurred to obtain the final disposition of all Subsequent Claims by the plaintiffs identified on Addendum 6.

(vi) At the expiration of three (3) years after the date of the Settlement Payment provided in Paragraph 2 (the "Expiration Date"), any portion of the Holdback remaining in the Escrow account shall be paid by the Escrow agent to Counsel in the *Abram* Action and the Escrow shall be closed; provided that if, on the Expiration Date, any Subsequent Claims or requests for reimbursement of Davey's Costs remain pending, including in litigation or on appeal, the Escrow shall remain open until the final

resolution of all claims by Abram Plaintiffs not identified on Addendum 5 and requests for reimbursement of Davey's Costs.

c. After completion of the Referee's investigation, and upon an affirmative determination by the Referee that the required portion as set forth in Paragraph 5(a) of the Abram Plaintiffs identified on Addendum 5, Adams Plaintiffs, Antone Plaintiffs, and Walker Plaintiffs have given express authorizations to their respective counsel to release all claims on their behalf against the Davey Released Parties to the same or greater extent as is specified in Addendum 3, in accordance with California Code of Civil Procedure § 664.6, the Referee shall report his findings to the Court, including a finding, if true, that the Referee has found that any representations by counsel that they have received express authorizations are sufficiently supported by competent evidence. The costs of the Referee shall be split evenly (50/50) between the Plaintiffs' side and the Davey Parties, subject to a cap by the Davey Parties' portion of \$25,000, after which all such costs shall be borne by the Plaintiffs' side.

d. Within five (5) days after all of (i) delivery of the Referee's report to the Court, (ii) delivery of the Delivered Releases to the Davey Released Parties in accordance with Paragraph 4(b), (iii) entry by the Court of an Order to Show Cause as to why claims against the Davey Parties of those plaintiffs listed on Addendum 6 should not be dismissed, and (iv) entry of dismissals or final judgments in favor of the Settling Defendants as to the Abram Plaintiffs neither identified on Addendum 5 nor identified on Addendum 6 in accordance with the last sentence of Paragraph 3, the Parties shall cooperate in the filing of a motion for a good faith settlement determination pursuant to California Code of Civil Procedure § 877.6, in which they shall jointly move for the Court to make a factual finding that the required number of plaintiffs in the *Abram* Action identified on Addendum 5, the *Adams* Action, the *Antone* Action, and the *Walker* Action have provided express authorizations for their respective counsel to provide releases of the Davey Released Parties to the same or greater extent as is specified in Addendum 3, and that counsel in the *Abram* Action, the *Adams* Action, the *Antone* Action, and the *Walker* Action have released the Davey Released Parties, effective upon receipt by the Settling Plaintiffs of the full Settlement Payment in accordance with Paragraphs 1 and 2 of this Agreement, to that extent by signing this Agreement, in

addition to jointly moving for the Court to make the good faith settlement determination.

e. In addition to the activities of the Referee set forth herein and in the order for appointment of the Referee described herein, the Parties agree that Referee shall have additional authority as follows:

(i) In connection with obtaining the dismissals described and required by Paragraphs 2(a)(v), 3, and 5(d) of this Agreement, the Parties contemplate that certain motions or applications (“Motions”) may need to be prepared and presented to the Court in order to achieve the dismissals with prejudice or judgments required by this Agreement. If such becomes necessary, one or more of such Motions may need to be filed on behalf of the Settling Defendants.

Nonetheless, because such matters are of mutual interest to the Parties, counsel for the Settling Plaintiffs are participating in the research concerning and preparation of such potential Motions. To the extent such Motions are filed on behalf of the Settling Defendants, review and approval of any proposed documents by the Settling Defendants is necessary and the Settling Defendants will need to appear at any hearing required concerning such Motions.

(ii) Any attorneys’ fees or costs incurred by the Settling Plaintiffs in connection with the research, preparation, submission or court appearance with respect to such Motions shall be the sole and exclusive responsibility of the Settling Plaintiffs as they shall agree.

(iii) Reasonable attorneys’ fees and costs incurred by the Settling Defendants in the review and/or approval of such Motions and in connection with routine appearances in Court in connection with such Motions shall be the sole and exclusive responsibility of the Settling Defendants.

(iv) Notwithstanding the provisions of Paragraph 5(e)(iii), if the attorneys’ fees and costs incurred by the Settling Defendants in connection with the Motions described in this Paragraph 5(e) become unexpectedly and unreasonably burdensome, then the Settling Defendants may apply to the Referee for an award of such portion of the attorneys’ fees and costs incurred by the Settling Defendants. Settling Defendants will only be entitled to receive reasonable and necessary attorneys’ fees and costs that the Referee determines are

both unexpected and unreasonable in light of the recitals in this Paragraph 5(e) of this Agreement. Such application shall not include any of the above-described efforts undertaken prior to the execution of this Agreement.

(v) This Paragraph 5(e) shall not apply to Subsequent Claims, including but not limited to Subsequent Claims by plaintiffs listed on Addendum 6, as to which claims for Davey's Costs are governed by Paragraph 5(b).

6. APPROVAL OF COMPROMISES ON BEHALF OF PROTECTED PERSONS.

Counsel to the Plaintiffs in the *Abram* Action, the *Adams* Action, the *Antone* Action, and the *Walker* Action shall each, as applicable, file petitions for and obtain entry of orders approving the settlement of the claims made by all of the Abram Plaintiffs identified on Addendum 5, Adams Plaintiffs, Antone Plaintiffs, and Walker Plaintiffs who are minors or persons with a disability, as defined in California Probate Code § 3603. Such orders are to be issued by the Court or, if the Court appoints a Referee who is authorized to approve such settlements, by the Referee. The costs of the Referee provided in this Paragraph 6 shall be paid by the FVT.

7. INDEMNIFICATION.

Each of the Settling Plaintiffs (as to the Abram Plaintiffs, only those Abram Plaintiffs identified on Addendum 5), individually, agrees to indemnify, defend, and hold harmless the Davey Released Parties from and against any claims, demands, actions, rights, liens, and causes of action of every kind and nature, including actions for contribution, indemnity, subrogation, or reimbursement, that may hereafter at any time be asserted against the Davey Released Parties by any insurers, governmental entities, health systems, hospitals, or other healthcare entities with respect to the claims of that Settling Plaintiff.

8. NO ADMISSIONS.

Nothing in this Agreement shall constitute or be construed as an admission by any of the Parties of any wrongdoing or legal liability of any kind. The terms and conditions of this Agreement constitute a compromise and settlement of disputed claims and an accord and satisfaction of contested matters.

9. NOTICES.

Any notice under this Agreement shall be made by both email and by personal delivery or overnight courier, addressed as follows or at any other street address (no post office boxes) as the Parties may later designate in writing:

To the FVT:

Cathy Yanni, Trustee of the Fire Victim Trust,
c/o
David Molton
DMolton@brownrudnick.com
Brown Rudnick LLP
7 Times Square
New York, NY 10036

with a copy to:

Khaldoun Baghdadi
kbaghdadi@WalkupLawOffice.com
Walkup, Melodia, Kelly & Schoenberger
650 California St, 26th Floor
San Francisco, CA 94108

and

Sean Higgins
shiggins@andrewsthornton.com
Andrews & Thornton
4701 Von Karman Ave., Suite 300
Newport Beach, CA 92660

To the Abram Plaintiffs:

Gerald Singleton
gsingleton@singletonschreiber.com
Singleton Schreiber, LLP
591 Camino de la Reina, Suite 1025
San Diego, California 92108

To the Adams Plaintiffs:

David Fox
dave@foxlawapc.com
Joanna Fox
joanna@foxlawapc.com

FOX LAW, APC
The Plaza Building
225 W. Plaza Street, Suite 102
Solana Beach, CA 92075

With a copy to:

Christopher Sieglock
chris@sieglocklaw.com
Sieglock Law
1221 Camino Del Mar
Del Mar, CA 92014

and

Joseph R. Dunn
jdunn@cov.com
Covington & Burling LLP
1999 Avenue of the Stars
Suite 3500
Los Angeles, CA 90067

To the Antone Plaintiffs:

Robert Jackson, Esq.
Robert@JacksonTrialLawyers.com
Law Offices of Robert W. Jackson, APC

205 West Alvarado Street
Fallbrook, CA 92028

Eric Ratinoff, Esq.
Eric@Ratinoff.com
Eric Ratinoff Law Corp.
401 Watts Ave.
Sacramento, CA 95864

To the Walker Plaintiffs:

Cathy Yanni, Trustee of the Fire Victim Trust,
c/o
David Molton
DMolton@brownrudnick.com
Brown Rudnick LLP
7 Times Square
New York, NY 10036

with a copy to:

Khaldoun Baghdadi
kbaghdadi@WalkupLawOffice.com
Walkup, Melodia, Kelly & Schoenberger
650 California St, 26th Floor
San Francisco, CA 94108

and

Sean Higgins
shiggins@andrewsthornton.com
Andrews & Thornton
4701 Von Karman Ave., Suite 300
Newport Beach, CA 92660

To the Settling Defendants:

Robert M. Blum
rblum@nixonpeabody.com
Aldo E. Ibarra
aibarra@nixonpeabody.com
NIXON PEABODY LLP
One Embarcadero Center, 32nd Floor
San Francisco, CA 94111

and

Jeffrey M. Reisner
jreisner@steptoe.com
Thomas B. Watson
twatson@steptoe.com
Kerri A. Lyman
klyman@steptoe.com
STEPTOE LLP
633 W. Fifth Street, Suite 1900
Los Angeles, CA 90071

10. SUCCESSORS AND ASSIGNS.

This Agreement, together with the releases herein contained, shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, assigns, spouses and registered domestic partners (only to the extent of their community property interest or any other interest in the Parties' claims), shareholders, members, agents, and

representatives of the respective Parties.

11. ENTIRE AGREEMENT.

This Agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral, unless otherwise expressly set forth herein. Each of the signatories hereto acknowledges and represents that the Party on whose behalf the Agreement is signed has not made, nor has his, her, or its respective agents or attorneys made, any promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce any other signatory to execute this Agreement, and acknowledges and warrants that such signatory is not executing this Agreement in reliance on any promise, representation, or warranty not contained herein.

12. AMENDMENTS AND MODIFICATIONS.

This Agreement may not be amended, modified, terminated, or superseded, other than by an instrument in writing, signed by the Party against whom enforcement of the amendment, modification, termination, or supersession is sought.

13. NO WAIVER.

A waiver by a Party of a breach of any of the terms of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term of this Agreement.

14. GOVERNING LAW; VENUE; RETAINED JURISDICTION.

This Agreement is to be governed by, and construed in accordance with, the laws of the State of California. Any action brought by any Party arising out of or relating to this Agreement shall be brought in the Superior Court of the State of California in and for the County of San Francisco. Each of the Parties to this Agreement submits to the jurisdiction of, and waives any objection to venue in, said court. The Parties hereto agree that the Superior Court of the State of California in and for the County of San Francisco may retain jurisdiction over the Parties to enforce the settlement until performance in full of the terms of the settlement. In accordance with California Code of Civil Procedure § 664.6, prior to filing of the RFDs, counsel for the Settling Plaintiffs and counsel for the Settling Defendants shall execute a stipulation with a copy of this Agreement under seal

for the Superior Court of the State of California in and for the County of San Francisco in the JCCP to retain jurisdiction to enforce the Parties' obligations under this Agreement, and submit the stipulation and a [proposed] order, requesting that the stipulation be filed under seal. The entry of that order in the JCCP is a prerequisite to filing of the RFDs.

15. ATTORNEYS' FEES.

Each of the Parties shall bear their own attorneys' fees, costs, and expenses incurred in connection with the Lawsuits, the matters released by this Agreement, and the negotiation, documentation, and execution of this Agreement. In the event any litigation or other proceeding is brought to enforce the terms of this Agreement, or in the event of any litigation or other proceeding involving, arising out of, or in connection with this Agreement, including any litigation or other proceeding in pursuit of claims released under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses, and costs.

16. FURTHER DOCUMENTS.

The Parties agree to execute promptly all additional documents necessary to complete and effectuate this Agreement.

17. DISCLOSURE OF SETTLEMENT.

The Parties consent to the FVT disclosing that information, and only that information, about this Agreement required under the orders of the Bankruptcy Court docketed as *In re PG&E*, Dkt. Nos. 12682 and 12884. If the amount of the Settlement Payment or the written Agreement are disclosed in any judicial, arbitral, or administrative proceedings or filings, the disclosure shall be under seal to the extent permitted by the court, arbitration panel, or administrative agency. Settling Defendants may disclose the Settlement Payment or the written Agreement to their insurers (including the Insurers), lenders, officers, directors, accountants, counsel, auditors, regulators, agents, and employees who have a business need to know. The Insurers may disclose the Settlement Payment or the written Agreement to their reinsurers, reinsurance intermediators, retrocessionaires, lenders, officers, directors, accountants, counsel, auditors, regulators, agents, and employees who have a business need to know, and any of the Insurers' subsidiaries, affiliates, or parent companies. Further, the Parties agree that any press release or public statement issued by any of the Parties or their counsel concerning the

Settlement Payment or this Agreement will include a statement that “the claims resolved by the settlement are allegations only and there has been no determination of liability. The [Settling Defendants] do not admit liability for the October 2017 Wildfire Event.” The Parties and their counsel shall not issue any press release or public statement that does not include the statement in the preceding sentence. Notwithstanding any of the foregoing provisions of this Paragraph 17, nothing herein shall prevent any Settling Plaintiff from disclosing any of the details of the settlement that is the subject of this Agreement known to them, or the written Agreement, to their accountants, tax preparers, counsel, auditors, lenders, officers, directors, agents, and employees who have a need to know, or as otherwise required to comply with any applicable law, rule, or regulation.

18. REPRESENTATIONS AND WARRANTIES.

Each of the Parties to this Agreement represents, warrants, and agrees as follows:

- a. This Agreement in all respects has been voluntarily and knowingly executed by such Party.
- b. Such Party has had an opportunity to seek and has sought legal advice from legal counsel of such Party’s choice with respect to the advisability, including tax consequences, of executing this Agreement.
- c. Such Party has made such investigation of the facts pertaining to this Agreement as such Party deems necessary.
- d. The terms of this Agreement are the result of negotiations among the Parties and are entered into in good faith by the Parties in accordance with California law.
- e. This Agreement has been carefully read by such Party and the contents hereof are known and understood by such Party.
- f. Such Party has not heretofore assigned or transferred any matter released by this Agreement or any part or portion thereof to anyone who is not a Party to this Agreement, and has full authority to release the claims that are the subject of this Agreement. Such Party agrees to indemnify and hold harmless the opposing Parties from any claims resulting from any assignment or transfer by such Party, or asserted by any assignee or transferee from such Party.
- g. Such Party does not believe that any covenant, provision, or term of this Agreement is invalid for any reason.

19. INTERPRETATION.

This document was mutually negotiated and drafted by the Parties. No provision of this Agreement shall be interpreted for, or against, a Party because such party drafted or requested such provision.

20. HEADINGS.

The headings on paragraphs and subparagraphs of this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

21. COUNTERPARTS.

This Agreement may be signed in counterparts, each of which shall be deemed an original for all purposes. Original signatures to this Agreement on PDF copies transmitted by email shall for all purposes be deemed originals and shall bind the signatories delivering such signatures via email.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Dated: 12/10/2025

Cathy Yanni
Cathy Yanni, trustee of the PG&E
Fire Victim Trust

Dated: _____

Name: _____
Firm: _____
Attorney on behalf of the Abram
Plaintiffs

Dated: _____

Name: _____
Firm: _____
Attorney on behalf of the Adams
Plaintiffs

Dated: _____

Name: _____
Firm: _____
Attorney on behalf of the Antone
Plaintiffs

19. INTERPRETATION.

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21. COUNTERPARTS.

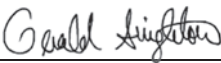
This Agreement may be signed in counterparts, each of which shall be deemed an original for all purposes. Original signatures to this Agreement on PDF copies transmitted by email shall for all purposes be deemed originals and shall bind the signatories delivering such signatures via email.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Dated: _____

Cathy Yanni, trustee of the PG&E
Fire Victim Trust

Dated: 12/08/2025



Name: Gerald Singleton
Firm: Singleton Schreiber, LLP
Attorney on behalf of the Abram
Plaintiffs

Dated: _____

Name: _____
Firm: _____
Attorney on behalf of the Adams
Plaintiffs

Dated: _____

Name: _____
Firm: _____
Attorney on behalf of the Antone
Plaintiffs

19. INTERPRETATION.

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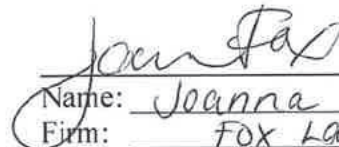
Dated: _____

Cathy Yanni, trustee of the PG&E
Fire Victim Trust

Dated: _____

Name: _____
Firm: _____
Attorney on behalf of the Abram
Plaintiffs

Dated: 12/3/2025



Name: Joanna FOX
Firm: FOX LAW APC
Attorney on behalf of the Adams
Plaintiffs

Dated: _____

Name: _____
Firm: _____
Attorney on behalf of the Antone
Plaintiffs

19. INTERPRETATION.

This document was mutually negotiated and drafted by the Parties. No provision of this Agreement shall be interpreted for, or against, a Party because such party drafted or requested such provision.

20. HEADINGS.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

Dated: _____

Cathy Yanni, trustee of the PG&E
Fire Victim Trust

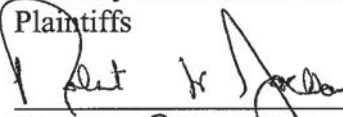
Dated: _____

Name: _____
Firm: _____
Attorney on behalf of the Abram
Plaintiffs

Dated: _____

Name: _____
Firm: _____
Attorney on behalf of the Adams
Plaintiffs

Dated: 12/3/2025



Name: Robert W. Jackson
Firm: JWS Office, Pelt & Jackson
Attorney on behalf of the Antone
Plaintiffs

Dated: December 10, 2025



Name: Khaldoun A. Baghdadi
Firm: Walkup, Melodia, Kelly & Schoenberger
Attorney on behalf of the Walker
Plaintiffs

Dated: _____

The Davey Tree Expert Company

By: _____
Name: _____
Title: _____

Dated: _____

Davey Resource Group, Inc.

By: _____
Name: _____
Title: _____

Dated: _____

Davey Tree Surgery Company

By: _____
Name: _____
Title: _____

[APPROVED AS TO FORM AND CONTENT by all counsel]

Dated: _____

Name: _____

Firm: _____

Attorney on behalf of the Walker
Plaintiffs

Dated: December 10, 2025

The Davey Tree Expert Company

By: Erika Schoenberger

Name: Erika Schoenberger

Title: Corp. Secretary, General Counsel

Dated: December 10, 2025

Davey Resource Group, Inc.

By: Erika Schoenberger

Name: Erika Schoenberger

Title: Corp. Secretary, General Counsel

Dated: December 10, 2025

Davey Tree Surgery Company

By: Erika Schoenberger

Name: Erika Schoenberger

Title: Corp. Secretary, General Counsel

[APPROVED AS TO FORM AND CONTENT by all counsel]

**ADDENDUM 1 – SETTLING DEFENDANTS’ AND INSURERS’ SEVERAL
SHARES OF SETTLEMENT PAYMENT**

Pursuant to Paragraph 1 of the Settlement Agreement of which this Addendum 1 is a part, the Settling Defendants and each Insurer shall pay the amounts set forth below, which payment obligations are several and not joint:

Payor	Amount
Settling Defendants	\$5,500,000.00
Insurer 1	\$1,250,000.00
Insurer 2	\$10,000,000.00
Insurer 3	\$6,250,000.00
Insurer 4	\$10,000,000.00
Insurer 5	\$25,000,000.00
Insurer 6	\$10,000,000.00
Insurer 7	\$13,000,000.00
Insurer 8	\$14,000,000.00
Insurer 9	\$18,000,000.00
Insurer 10	\$7,500,000.00
Insurer 11	\$10,000,000.00
Insurer 12	\$10,000,000.00
Insurer 13	\$5,000,000.00
Insurer 14	\$10,000,000.00
Insurer 15	\$15,000,000.00
Insurer 16	\$5,000,000.00
Insurer 17	\$5,000,000.00
Insurer 18	\$3,000,000.00
Insurer 19	\$3,000,000.00
Insurer 20	\$5,000,000.00
Insurer 21	\$16,500,000.00
TOTAL	\$208,000,000.00

ADDENDUM 2

PAYMENT INSTRUCTIONS

All payments made by the Settling Defendants and the Insurers under this Settlement Agreement shall be paid according to the following instructions:

If funds are sent by check, please make the check payable to the "[REDACTED]" and send to the address below:

Mailed to:
[REDACTED]

*Please include the last 4 digits of the account number ([REDACTED]) in the check memo or on a cover letter.

*A Form W-9 for the [REDACTED] is attached.

If funds are sent by wire, wiring instructions (both within and outside the United States) are attached.

* Below is the contact information for our bank contact, for purposes of verification:

[REDACTED]

* Upon request, the beneficiary will provide the wiring instructions directly to the payor or its designee, and the payor or its designee will be provided with contact information for another person to independently verify the instructions.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) [Redacted]	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. [Redacted]		Requester's name and address (optional)
6 City, state, and ZIP code [Redacted]		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
[] [] [] - [] [] - [] [] [] []	
OR	
Employer identification number	
[] [] - [] [] [] [] [] [] [] []	

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person [Redacted]
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Date 09/11/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

ADDENDUM 3

RELEASE OF CLAIMS AGAINST THE DAVEY TREE EXPERT COMPANY AND AFFILIATES

This Release is made by the following person:

(Print Name)

I am a plaintiff in the following lawsuit (check one):

- Abram, et al. v. ACRT, Inc., et al.*
San Francisco Superior Court Case No. CGC-19-579861
- Adams, et al. v. Davey Resource Group, Inc., et al.*
San Francisco Superior Court Case No. CGC-19-579828
- Antone, et al. v. ACRT, Inc., et al.*
Sacramento County Superior Court Case No. 34-2019-00266662
- Walker, et al. v. Davey Tree Surgery Co., et al.*
Napa County Superior Court Case No. 19CV001194

On my behalf, my counsel in the lawsuit checked above (the “Lawsuit”) has executed a Settlement Agreement (the “Agreement”) with The Davey Tree Expert Company, Davey Resource Group, Inc., and Davey Tree Surgery Company (collectively, the “Settling Defendants”). Under the Agreement, the Settling Defendants and their Insurers¹ are paying funds pursuant to, and as specified in, Paragraph 1 and Addendum 1 and Addendum 2 of the Agreement (the “Settlement Payment”) to settle and finally resolve all claims against them related to what is referred to in the Agreement as the “October 2017 Wildfire Event,” which is defined as follows:

The term “October 2017 Wildfire Event” refers to the wildfire event in Northern California that began on or about October 8, 2017, and is inclusive of all of the areas burned as alleged or that could have been alleged in the Lawsuits and/or the JCCP.²

¹The names of the Insurers have been provided confidentially to my counsel.

² The Lawsuits are defined as: *John K. Trotter, Jr., Trustee of the PG&E Fire Victim Trust v. Davey Resource Group, Inc., et al.*; San Francisco Superior Court Case No. CGC-21-589438; *John K. Trotter, Jr., Trustee of the PG&E Fire Victim Trust v. Davey Resource Group, Inc., et al.*; San Francisco Superior Court Case No. CGC-21-

In consideration of the Settlement Payment, I hereby provide the following Release (the “Release”) to the Settling Defendants:

I, on behalf of myself and my heirs, executors, administrators, successors, assigns, spouses and registered domestic partners (only to the extent of their community property interest or any other interest in the claims that are the subject of this Release), and anyone else who has an interest in the claims subject to this Release, shareholders, members, agents, and representatives, hereby release and forever discharge each of the Settling Defendants, and their Insurers (solely in their capacity as insurers for the Settling Defendants), and the Settling Defendants’ and Insurers’ current and former attorneys, parents, subsidiaries, affiliated companies, shareholders, members, agents, representatives, insurers, retrocessionaires, reinsurers, trustees, employees, officers, directors, partners, and owners, in each case in their capacity as such (collectively, the “Released Parties”), from any and all claims, demands, causes of action, damages, debts, injuries, liabilities, accounts, costs, expenses, and liens, of any kind or nature, whether now known or unknown, fixed or contingent, suspected or unsuspected, choate or inchoate, which arise out of or are in any way connected, directly or indirectly, with the October 2017 Wildfire Event, the Lawsuit, the allegations contained in the Lawsuit, any allegations that could have been contained therein, or any claims that could have been asserted in the Lawsuit or elsewhere.

I expressly waive the provisions of Section 1542 of the Civil Code of the State of California, and acknowledge that I am familiar with and understand that statute, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

I acknowledge that I may hereafter discover facts in addition to or different from those which I now know or believe to be true, but that it is my intention hereby to fully, finally, and forever settle and release all such claims, matters, disputes, and differences, known or unknown, fixed or contingent, suspected or unsuspected, choate or inchoate. The releases given herein shall be and remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different facts.

589439; *John K. Trotter, Jr., Trustee of the PG&E Fire Victim Trust v. ACRT Pacific, LLC, et al.*; San Francisco Superior Court Case No. CGC-21-589441; *Abram, et al. v. ACRT, Inc., et al.*; San Francisco Superior Court Case No. CGC-19-579861; *Adams, et al. v. Davey Resource Group, Inc., et al.*; San Francisco Superior Court Case No. CGC-19-579828; *Antone, et al. v. ACRT, Inc., et al.*; Sacramento County Superior Court Case No. 34-2019-00266662; *Walker, et al. v. Davey Tree Surgery Co., et al.*; Napa County Superior Court Case No. 19CV001194. The JCCP is defined as the proceeding entitled *California North Bay Fire Cases*, California Judicial Council Coordination Proceeding No. 4955.

I agree that I will not make, assert, or maintain any claim, demand, action, suit, or proceeding that is being released.

I represent that I am fully authorized to execute this Release on behalf of any entity for which it is executed.

This Release is to be governed by, and construed in accordance with, the laws of the State of California. Any action arising out of or relating to this Release shall be brought in the Superior Court of the State of California in and for the County of San Francisco. I hereby submit to the jurisdiction of, and waive any objection to venue in, said court.

In the event any litigation or other proceeding is brought to enforce the terms of this Release, I agree that the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses, and costs.

I represent, warrant, and agree as follows:

- a. I have either reviewed or had the opportunity to review the Agreement.
- b. I have voluntarily and knowingly executed this Release in all respects.
- c. I have had an opportunity to seek and have sought legal advice from legal counsel of my choice with respect to the advisability, including tax consequences, of executing this Release.
- d. I have made such investigation of the facts pertaining to this Release as I deem necessary.
- e. The terms of this Release are the result of negotiations between my counsel and the Settling Defendants and are entered into in good faith in accordance with California law.
- f. I have carefully read this Release, and I know and understand the contents.
- g. I have not assigned or transferred any matter released by this Release or any part or portion thereof and have full authority to release the claims that are the subject of this Release. I agree to indemnify and hold harmless the Released Parties from any claims resulting from any assignment or transfer by me, or asserted by any assignee or transferee from me.
- h. I do not believe that any covenant, provision, or term of this Release is invalid for any reason.

Dated: _____

(Sign name)

ADDENDUM 4

RELEASE OF CLAIMS

AGAINST THE DAVEY TREE EXPERT COMPANY AND AFFILIATES

I am a plaintiff in the *Abram, et al. v. ACRT, Inc., et al.*, San Francisco Superior Court Case No. CGC-19-579861 lawsuit.

On my behalf and with my permission and authorization, my counsel executed a Settlement Agreement with The Davey Tree Expert Company, Davey Resource Group, Inc. and Davey Tree Surgery Company (collectively, the “Settling Defendants”).

Under the Settlement Agreement, the Settling Defendants and their Insurers have agreed to pay funds pursuant to settle and finally resolve all claims against them related to what is referred to in the Settlement Agreement as the “October 2017 Fire,” which is defined as follows:

The “October 2017 Fire” refers to the wildfire event that was caused by Diablo winds that prevailed throughout much of Northern California in dry conditions beginning on the evening of October 8, 2017, and is inclusive of all of the areas burned as alleged in the California North Bay Fire Lawsuits.

In consideration of the Settlement Payment, I hereby provide the following Release to the Settling Defendants:

I hereby release and forever discharge each of The Davey Tree Expert Company, Davey Resource Group, Inc. and Davey Tree Surgery Company, and their Insurers, and their current and former attorneys, parents, subsidiaries, affiliated companies, shareholders, members, agents, representatives, insurers, reinsurers, trustees, employees, officers, directors, partners, and owners, in each case in their capacity as such (collectively, the “Released Parties”), from any and all claims, demands, causes of action, damages, debts, injuries, liabilities, accounts, costs, expenses, and liens, of any kind or nature, whether now known or unknown, fixed or contingent, suspected or unsuspected, choate or inchoate, which arise out of or are in any way connected, directly or indirectly, with the October 2017 Fire, the Lawsuit, the allegations contained in the Lawsuit, any allegations that could have been contained therein, or any claims that could have been asserted in the Lawsuit or elsewhere.

I expressly waive the provisions of Section 1542 of the Civil Code of the State of California, and acknowledge that I am familiar with and understand that statute, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor

at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

I acknowledge that I may hereafter discover facts in addition to or different from those which I now know or believe to be true, but that it is my intention hereby to fully, finally, and forever settle and release all such claims, matters, disputes, and differences, known or unknown, fixed or contingent, suspected or unsuspected. The releases given herein shall be and remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different facts.

I agree that I will not make, assert, or maintain any claim, demand, action, suit, or proceeding that is being released.

This Release is to be governed by, and construed in accordance with, the laws of the State of California. Any action arising out of or relating to this Release shall be brought in the Superior Court of the State of California in and for the County of San Francisco. I hereby submit to the jurisdiction of, and waive any objection to venue in, said court.

In the event any litigation or other proceeding is brought to enforce the terms of this Release, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses and costs.

I represent, warrant, and agree as follows:

- a. I have voluntarily and knowingly executed this Release in all respects.
- b. I authorized my attorney to sign the Settlement Agreement with the Settling Defendants.
- c. I have had an opportunity to seek and have sought legal advice from legal counsel of my choice with respect to the advisability, including tax consequences, of executing this Release.
- d. I have made such investigation of the facts pertaining to this Release as I deem necessary.
- e. The terms of this Release are the result of negotiations between my counsel and the Settling Defendants and are entered into in good faith in accordance with California law.
- f. I have carefully read this Release, and I know and understand the contents.

- h. The sum I am receiving from the settlement payment has been explained to me and I agree to accept this amount in exchange for a release of my claims against the Settling Defendants.
- h. I have not assigned or transferred any matter released by this Release or any part or portion thereof. I agree to indemnify and hold harmless the Released Parties from any claims resulting from any assignment or transfer by me, or asserted by any assignee or transferee from me.
- i. I do not believe that any covenant, provision, or term of this Release is invalid for any reason.

Dated: _____

Signature: _____

Name: _____

Business Name (if applicable): _____

Trust Name (if applicable): _____

ADDENDUM 5

**LIST OF ABRAM PLAINTIFFS PARTICIPATING IN THE NOVEMBER 25, 2025
SETTLEMENT WITH THE DAVEY TREE EXPERT COMPANY, DAVEY RESOURCE
GROUP, INC., AND DAVEY TREE SURGERY COMPANY**

2000 Michael V And Cecelia G Chobotov Revocable Trust
2005 Shende/Crossland Family Trust
22000 Pocket Ranch, LLC AKA Pocket Ranch, LLC
5980 Haire Lane Llc
Aaron Donald Rosenthal
Abraham Masarweh
Adrian Garcia
Adrienne Crystal Santorineos
Adrienne Ellis
Aida Cuevas
Alan Campbell
Alan Pierce Berg
Alana Margaret Stedman
Albert Rodriguez
Alehxa Charnae Antoinette Jones
Alexander James Provost
Alexander Marc Selivanoff
Alexandria N. Simms
Alexis F. Frausto
Alfred T. Jennings
Alia Kenyon
Alice W. Levy
Alicia Carrasco-Aldoney
Alicia Ellis
Alicia I. Duenas
Alicia Shay Wagner
Alissa R. Demartini
Aliyah Batya Rautenberg
All Terrane Excavating
Allen Ray
Allen Ray Whitaker Jr.
Altura Construction Inc.
Alymar Reuben Eugenio
Alyson Jane Pochini
Alyssa Ann Turner
Alyssa Klarke Belliveau
Alyssa L. Staykow
Amanda R. Gordon
Ambabahen D. Patel

Amber Willowbrooke Watkins
Amelia Padilla Sandoval
Ampelio Aguilar
Amy Denise Turner
Amy Marie Connor
Ana Lety Matus
Ana Maria Rodriguez
Ana Vazquez
Anabel Gonzalez
Anahi Rodriguez
Anderson Toth Family Trust dated June 23, 1992 AKA Anderson-Toth Family
Andrea Allman
Andrew Jay Skolnick
Andrew Scoti Lopez
Andrew Scott Raaberg
Andrew Scott Wilber
Andrews Monticello LLC
Aneal Shah
Aneri H. Parikh
Angel Gonzalez
Angela Rode
Anita Shah
Annabelle Montecino
Annalia Mary Porter
Annie Olcese AKA Annalissia Reidelbach
Anthony Eugene Valencia
Anthony Sanchez
Anthony Sarto
Anthony Sarto 2010 Family Trust
April Audine Mora
April Renee Sanders
Ariana Demery
Ariana Olcese
Ariel Joseph Eugenio
Arnold Anthony Badger
Artal Living Trust Dated February 18, 2008
Arthur Pasquale Beato
Arunee Moore
Ashley Blia Vang
Ashley Thalia Alva Casillas
Asmerom Gebrehawariat
Audrey Wai Peng Kwan
August Beau Mayo
Babubhai Patel
Barbara A Spengler Trust
Barbara Ann Beato

Barbara Bjornstad
Barbara Spengler
Bauer Family 1998 Trust
Belita Anatalio
Bella Rose Weiss
Beltane, Inc.
Benjamin Samuel Fireman
Berenice Rodriguez-Magana
Berkeley A. Anderson-Toth
Bernard Krause
Bhadrakumar Ramanlal Sheth
Bhavik Patel
Biljana Petrovic
Bill Gallaher
Blake Addison Dunbar
Bonnie J. Zucco
Bradley Alan Silvestro
Brandon J. Bacon
Brandon Jacob Lowrie
Braxton Alexander Canady
Brenda Joyce Williams
Brenda Kwan
Brenda Lee Burke
Bret Earl Campoy
Brian Douglas Neunzig
Brian J. Lee
Brian Michael Byrne
Brian Wade Mills
Brittnee Cherie Berry
Brittney Mcmillan
Brock Sanders Bauer
Bruce Malmstead
Bruce R. Morgan Revocable Trust dated 05-07-2009
Byron Bruce Williams
C. Reno Company LLC
Caleb Wright
Calvin Richard Bartholow
Cambia Claire Scirica
Cameron J. Quider
Cameron Nairn Wayland
Caprock Milling & Crushing, Llc
Cara A. Recine
Carl Edmund Collins
Carleone Barlow
Carlos Contreras

Carlos Faustino Martinez
Carlos Francisco Pascal
Carlos Ramirez
Carol C. Budds
Carol Loretta Carlenzoli
Carol Marie Kindschi
Carolina Contreras
Carolyn Elliott
Carolyn Renee Selivanoff
Catherine Ann Lober
Catherine Earlene Maffioli
Cathleen Caren Dominguez
Cecelia Gail Chobotov
Chandrakant R. Parikh

Charles M. Cronin
Charlotte Marie Kempers
Charlotte Marie Kempers And James Henry Kempers Revocable Living Trust Dated 4-10-2015
Child Family Community, Inc.
Chris Boseovski
Christian Eugenio
Christina Ann Watkins
Christina Marie Fullmer
Christina Marie Harris
Christine Lesti
Christine M. Piccin
Christine Marie Heyninck-Jantz
Christine Wan Ku
Christopher Frederick Fanini
3575 Matanzas Creek, LLC
Trinity Springs Ranch, LLC
Christopher Justin Crossland
Christopher L. Pounds
Christopher Lee Jones
Christy J. Riddell
Cindy Gallaher
Cindy Lorraine Magana
Clare Lillian Chatland Pearson
Claude Clement Forest
Claudine F. Campbell
Clayton Thomas Lynch
Cliff Reno
Cole Whitfield Durden
Colleen Ann Murray
Colleen J. Weidman

Cortunay F. Minor
Crista M. Gatti
Cristy Lynn Neunzig
Crystal Velasquez
Cynthia Annette Brown
Cynthia Lynn Demoore
Cynthia May Copeland
Cynthia Sue Silverman
D/B/A Thomas M. Howard, Cpa
Damaris Velasquez
Damaris Garcia
Damon Andrew Mattson
Dana James Hansen
Daniel Avraham Rosenthal
Daniel Eddins Andrews, III
Daniel Eddins Andrews, IV
Daniel Keith Maggard
Daniel Rodriguez Salvador
Daniel Scott Nielson
Darin Garcia
Dario Cesar Antonioni
Darlene Marie Long
Darren Kosta
Darren Natemeyer
Daryl Gene Hansen
Daven Andrew Crossland
David Albert Pardini
David Arnold Machen
David Arthur Parson
David Arun Lal
David Bryan Durden
David Charles Dressler
David Darrell Crosby
David Edmund Rund
David Edney
David Elliott Miller
David Glenn Wagner
David Halbur
David K. Hong
David Lee Parmenter
David M. Traversi
David Marshall Leal
David Michael Komar
David Robert Newton
David Wilson Samson

Dawn Michelle Flores
DBA Wine Country Car and Driver
Deanna Mae Irish
Deborah Karnell
Debra Lynne Greco-Machen AKA Debra Lynn Machen
Debra Patricia Sandoval
Debra Poulnot
Debra Poulnot Trust
Debra Williams Patrick
Delores Mckey
Demery Family Trust Dated 2012
Demetrie Simmons
Dennis Clark
Dennis Lee Mcclintick
Derek John Gaffney
Derek R. Gordon
Design Lab Llc DbA Orange22
Devin M. Patrick
Diana Canchola
Diana Olcese
Diane Marie Seal
Dillon Padilla
Dineshkumar A. Patel
Disenia Paez
Diva Jonae Berry
Dolores Alice Ballantine
Dominic Michael Rubino
Dominique Nicole Samson
Donald Graham Moulton
Donald Michael Maffioli
Donald Rudolph Clay
Donna Lauren Lott
Donna Yvonne Sutton Crosby
Dori Elizabeth Canady
Doris Ann Maxwell
Doris Fuller-Page
Dorothy J. Ervin
Douglas Butler
Douglas James Smith
Douglas Wendell Myers
Douglas Wendell Myers Revocable Living Trust
Dustin Dalli
Ed Nessinger
Eduardo Aldama Flores
Edward J. Venturi Family Trust

Edward S. Contreras
Eileen Mary Rosetti
Elaine Ann Nelson
Elan Elizabeth Fayard
Elias David Rosenthal
Eliseo Gomez Diaz
Elizabeth Ann Anderson
Elizabeth Anne Janda
Elizabeth E. Levy
Elizabeth Marie Hardesty
Elizabeth Rodriguez-Magana
Elsie Shaffer
Emily Anne Cocks
Emily Ellen Flores
Emine Loxley
Eminol De Los Santos
Emma Landi
Eric J. Riddell
Eric J. Wroblewski
Erin Mcdermott
Erin Song Cortez
Ernest Crea
Esperanza Cortes
Ethan Noel Grant
Ethan Robert De Seife
Eugene Wade Loveland
Evelyn Venturi
Evette F. Minor
Facundo Ramales
Farid Zeinal
Fatemeh Zeinal
Foc Corporation
Frances Sue Judd
Frances Sue Judd Trust
Francine Maria Passalacqua
Francisco Frausto Ramirez
Francois Aldo Piccin
Frank Dominic Hernandez
Frauka Kozar
Fred Nobuo Imahara
Estate of Frederick Walter Brass
Fredrik Bjornstad
Gabriela Ruland-Haunalter
Gail Ann Hale
Gail Lee Brown

Gary Klein
Gemma Deocampo Eugenio
George Anthony Fiori
George Von Haunalter
George Von Haunalter Living Trust
Gerald Daniel Barwick
Gertrude Clark
Gianna Lincoln
Gilbert Hunt Bailie IV
Gina Cowan
Gina Marion Pochini
Gina Pochini Trust
Giovanni Puyen
Gisella Carla Thelen
Glenda L. Samson
Glenn M. Smith
Gloria Neduchal
Gopi Sheth
Elegant Home Staging
Grace Bommarito
Gregory Michael Chobotov
Gregory P. Zucco
Hakim Williams
Haley Ann Titone
Hannah Olivia Trumble
Harris Matthew Rosen
Harrison Michael Jantz
Harrison Stern
Heather Ballenger
Heather G. Mcconnell
Heather Marie Payne
Heide Diane Osterl Ye-Collins
Heidi Olson
Helen Nemati Flowers
Hennesse Bishop
Henning Raschen-Corwin
Henry Olcese
Henry R. Arriaga
Hetal R. Patel
Hilary Arriaga
Hilary Hess Mills
Hilary Von Haunalter
Himanshu C. Parikh
Holland Naumer
Holly Marie Hunt

Howard Milstein
Ian Adam Gleason
Inger Johanne Simonsen
Irene Louise Benavides
Irene Mitchell
Isabella Ashley Nemati Flowers
Isai Velasquez
Jacen Aaron Turner
Jack Dean Long
Jack Eugene Mellow
Jackson William Pavitt
Jacob Garner
Jacob Lee Perkins
Jacob Louis Burwell
Jacobo Ramirez
Jacqueline Ann Orszulak
Jacqueline Mcneelan
Jacqueline Tihoni
Jaime Ramiro Penaherrera
James Charles Rosetti
James D. Talley
James E. Hunt
James Henry Kempers
James Herbert Judevine
James Jolliffe
James Landwehr
James Leroy Payne
James Provost
James T. Lee
James T. Lee & Peggy O. Lee Revocable Trust
James Totten
James Totten III
James Watson Patrick
Jamie Catherine Buck
Jamison Arlo Chandler
Janet Carol Salyer
Janet Davis
Janet Tiffany
Janett Lynn Johnston
Janice Jyoti Lal
Jared Solomon Fullmer
Jarrod Calvert
Jason D. Mcconnell
Jason K. Dorfer
Jason R. Weidman

Jason Samuel Mitchell
Jay Michaels
Jeaninne Nicole Raaberg
Jefferson Daniel Seal
Jeffrey D. Salyer
Jeffrey Mark Schechter
Jeffrey Sutton
Jena Marie Moseley
Jennifer Fern Friedman
Jennifer Klein
Jennifer Kwan
Jennifer Louise Zeinal
Jennifer Michaels
Jennifer Michaels dba Crystal Garden Gift Shop AKA Crystal Garden Gift Shop
Jesse Barclay Mcquarrie
Jessica Tunis
Jesus Castillo
Jeunee Michelle Craw-Molinaro
Jigishaben H. Parikh
Jillian Marie Ballantine-Elliott
Joan Kircher
Joann Theresa Campoy
Joanna Lee Briese
Jody Avery Payne
Joe Anthony Sandoval
Joel Guzman
John Avery Payne
John Chester Fields
John David Marshall
John Jeffery Cast
John Lawrence Titone
John Louis Artal
John N. And Maribeth Forsyth Trust
John Norton Forsyth
John Paul Romanos
John Paul Scirica
John R. Simms, Jr.
John Richard James Samson
John Richard Samson
John Steven Michael Delems Gomez
John William Cone
Johnnie Gale Smith Jr.
Jon Lindsay Deavers
Jonah Allen Turner
Joni Severson

Jose De Los Santos
Jose Guzman
Jose Leonel Martinez
Jose V. Ballesteros
Joseph Allen Turner
Joseph Barbata
Joseph Basil Scorza
Joseph S. Wand, M.D. Revocable Living Trust dated February 15, 2012, Restated August 28, 2018
Joseph Stephen Wand
Joshua Marc Silvers
Joshua Ray Townsend
Joyce Marie Mustin
Juan Borges
Juan Vasquez
Juanita M. Toscano
Judson David Joseph Stern
Julia M. Wilber
Julia M. Wilber And Karl R. Wilber Revocable Trust, February, 2002 with Amendments, April, 2012
Julian Alexander Corwin
Julie A. Quider
Julio Borja Villalta
Justin Eddie Rosenthal
Justin Wayne Smith
Juvenal Torres
Kale Akau
Kantaben Patel
Kao Lee
Kareem Sherif Elhadidi
Karen Cross
Karen Elizabeth Demartini
Karen Marie Faris
Karl R. Wilber
Karlee Padilla
Katherine Krause
Katherine Theresa Lukezic
Katherine Vickery
Kathleen Kelly Cortez
Kathleen Marie Kinda
Kathleen Maureen Jarner
Kathryn Elizabeth Hill
Kathy Wagner
Katie Maria Burwell
Kay Lynn Leal
Keegan Organization, LLC
Keith Charles Diehl

Kelly Ann Robinson
Optimum Saddle Services
Kelly D. Dunbar
Kelsey Bernard Smith Jordan
Kelsey Fotouhi
Kenan Suleiman Ku
Kendall Makakoa Alani Tung-Loong
Kenneth Allen Di Lillo
Kenneth Edwin Rasmussen
Kenneth John Seymour
Kenneth Richard Simas
Kenneth Walter Puccini
Keva Lynne Darlene Potter
Keviette S. Minor
Kevin Charles O'Malley
Kevin Minor
Kevin J. Quider
Beverly Bigtop
Kevin Robert Rose
Kim Cucle Nguyen
Kimberlee Mcfarlane AKA Kimberly McFarlane
Kimberly Ann Aquino Andrews
Kimberly Ann Titone
Kimberly Okhyang St Pierre
Kosta Karnell Trust
Krishna Devi Bernard
Kristi Lynn Thomas
Kristy R. Jennings
Kunio Hasebe
Kymberlee Mayo
Lal Enterprise Llc
Lance Guyan
Lance Lloyd Lott
Lance Michael Molinaro
Larry Duane Gaddis
Laura A. Birdsall
Laura E Demartini
Laura Elizabeth Loveland
Laura Jean Puccini
Laura Kay Infield
Laura Lee Teichman
Laura Marie Holtan
Laural Baker-Kang
Lauren Smith-Hams Dressler
Laurena Canchola

Laurie Ann Berges
Laurie Ellen Andrews
Lawrence Allen Schwab
Lawrence Hyson
Lawrence John Olson
Lawrence Marion Pech
Leilani Jo Brasher
Lennie William Morrell
Leona M. Talley
Leonard R. Clayton Living Trust
Leopoldo Jr. Ramirez
Leopoldo Ramirez Sr
Leroy Edward Carlenzoli
Leslie Adrian Baptiste
Leslie C. Naify
Leslie Marie Quist-Cantrelle
Leslie Sanders Bauer
Leticia Campos
Lighthouse Caregivers
Linda Garcia
Linda Jane Hollis
Linda L Rheault - Garcia Trust Dated December 18, 2007
Linda N. Garcia-Simms
Lisa Anne Biagi
Lisa Castaldo
Lisa Maria Tieber Nielson
Lisa Marie Bacon
Lisa Marie Corwin
Lisa Marin Murray-Sales
Lisa Masarat Moore
Lisa Michelle Mattson
Lisa Yoshida
Lloyd Richard Gross
Loeup Nop
Lois Marie Smith
Lomesh A. Shah
Lonny Dean Lewis
Loren Leroy Hollis
Loretta Larson
Lori Jo Waldinger
Lorraine Perry Richardson
Louie Bernard Jacques
Louisa Bobby Mendoza
Lowell Bryan
Lucia Maude Wade

Luis Alfonso Farias
Luis Angel Farias
Luis Flores Garcia
Lynda Lee Burch
Lyzzeh Torres AKA Lyzzeth Torres
M.S Torun Ranch, Inc
Magdalena Barajas
Marc Anthony Selivanoff
Marc George Selivanoff
Marco Antonio Campero, Jr.
Marco Antonio Campero, Sr.
Marcos Guerrero
Marcy Carsten
Margaret Chapman
Margarita Reyes Aguilar
Maria A. Dorfer
Maria Cardenas
Maria Delores Sullivan
Maria E. Ballesteros
Maria Elena Sherman
Maria Elizabeth Gozzer
Maria Schultz
Maribeth Fonley Forsyth
Marie Elizabeth Byrne
Mariha R. Bassett
Marina Alex Lawrence
Mark And Christine Lesti Family Trust
Mark Carsten
Mark Lesti
Mark R. Gordon
Mark Rainier Murillo
Mark Turner Gaterud
Mark S. Freeman
Marlene Faith Demery
Marlon William Morrell
Marsha Fay Zolkower
Marshall Paul Bauer
Marta Rodriguez-Magana
Martin David Canchola
Marty Paradise
Marvin Lee Loomis
Mary Angela Justin
Mary M. Smith
Mary Yvonne Moulton
Mason Allan Williams

Mathew Scott Keegan
Mathias Ahkem Alani Tung-Loong III
Matthew Anderson
Matthew C. Whitley
Matthew Felipe Diaz
Matthew J. Birdsall
Matthew Orszulak
Matthew S. Salyer
Maureen Butler
Maxwell Rockwood
Megan Butler
Mehmet Sidik Torun
Melania Mei-Lan Kang
Melanie Jill Carlston
Melanie Lynn Whiteley
Melanie Pelz
Melanie Sue Baptiste
Melinda Bachman
Melinda Worek Rochon
Melissa Isabell Iannone
Melissa Jane Jones
Melissa Jane Jones Revocable Living Trust, Dated July 9, 1998
Melissa Linneman
Mellissa Edney
Melvin And Claudine Campbell Living Trust
Melvin Campbell
Michael And Lorraine Richardson Family Trust dated 6/16/16
Michael Frank Gomez
Michael Gene Carlston
Michael Hayes
Michael Irving Silverman
Michael Johnson
Michael Joseph Richardson
Michael Larry Burch
Michael Limosana
Michael Lincoln
Michael McCormick
Estate of Michael McCormickMichael Paul Pizzoli
Michael Rode
Michael Rudolph Clay
Michael Shannon Turpin
Michael V. Chobotov
Michail Koutsouradis
Michele Margaret Guzman
Michelle Anne Morin

Michelle C. Wilson
Michelle Cristina Gatti-Ross
Michelle Doromal Deocampo
Michelle Harris
Michelle Rene Schiffbauer
Misty Rose Adams
Mitchell A. Mora
Moiria Catherine Dossi
Molyta Chey
Monica Dominguez
Monica Figueiredo Moura
Monica Marie Nascimento
Monica Shah
Monticello Property Investment Group, Llc
Morgan Gayle Perkins
Moriah Dorit Rosenthal
Moriah Nicole Judevine
Motoko Yamada
Murillo Family Trust
Mustin-Gaterud Trust
Naciye Torun
Nadia Alrawi
Nahollie Heaven Lowrie
Nancy H. Philbrick
Nancy Lynn Dillon
Naomi E. Phillips
Napa Valley Limousine Services, Inc.
Nascimento Wade Family Living Trust, dated March 14, 2016
Natale Murad
Natalie Cortez
Natalie Suzanne Di Lillo
Natasha Sunshine-Antonioni
Nathan Amit Lal
Nathaniel Byron Canady
Nessinger Trust
Nevuah Tova Rautenberg
Nicholas Brad Sarganis
Nicholas Prince
Nick Alan Griffen
Nick Rasmussen
Nicolas Collin Belliveau
Nidia Mercedes Kerr
Nina Mehta
Nina Mehta Trust
Nino A. Bosco

Noah Baker-Kang
Noel Franklin Adams And Carol Ann Adams 2005 Family Trust
Noriko Frazer
Nyah Barajas-Evans AKA Nyah Barajaf
Olgar Komar
Oralee Rey Murillo
Paige D Hendrix Living Trust, Dated August 26, 1992
Paige Elizabeth Podstata
Paige Hendrix
Pamela L. Benson Trust
Pamela Lee Taylor
Pamela Louise Benson
Pamela Marie Venturi-Cowan
Paresh S. Patel
Parker Ellison Canady
Parth Parikh
Parthiv Vipul Sheth
Patricia A. Rasmussen
Patricia Ann Bruno
Patricia Ann Mccaffrey
Patricia Ann Wood
Patricia Erin Deleon
Patricia Loraine Crisco
Patrick Brennan
Paul A. Tiffany And Janet P. Tiffany Trust dated October 31, 2013
Paul And Teresa Hentz Family Trust Dated January 3, 2006
Paul Jasper Burns
Paul L. Hentz
Paul Patrick Kilbride
Paul Tiffany
Paul Wayne Hodges
Paula Danielle Newton
Peggy O. Lee
Personal Network Computing Inc Dba Valley Internet
Pete Justin Ellis
Peter Hernandez
Peter J. Hoffmann
Peter J. Teichman And Laural Teichman Revocable Trust Agreement dated October 17, 2013
Peter Jan Teichman
Phifer Pavitt Winery & Vineyards
Phillip Michael Demery
Pratima Shirish Shah
Pravinaben Bhadrakumar Sheth
Puccini Family Trust dated 2007
Quentin Johnston

Quinisha Kyree Abram
Quynhluu Nguyen
R. Ryan Wilber
Raahul Anuj Shah
Rachael A. Crawford
Rachel M. Dollar
Rachel M. Nelson
Rafael Gaitan
Ramon Ramirez
Ramon Ruiz-Mendoza
Randall Mcfarlane
Raul Deleon
Redwood Pacific Homes, LLC
Regina Silvers
Reya Sajnee Shah
Reza Zeinal
Rhea Anjali Sheth
Riccardo A. Mora
Richard Alan Peel
Richard Joseph Silva
Richard Olcese
Richard S. Levy
Robert J. And Sofia Lueck Family Trust
Robert Benavides Jr And Irene L. Benavides Revocable Trust
Robert Benavides Jr.
Robert Craig Winery
Robert David Devins
Robert Francis Jantz
Robert Fred Giannini
Robert J. Lueck
Robert James Buck
Robert Jason Hernandez
Robert Joseph Rossner
Robert M. Levy
Robert Morgan
Robert Moyes
Bud's Welding/Metal Designs
Robert Pochini Trust
Robert Leo Pochini
Pochini Family Farm
Robert Ryan Bean
Robert Stephen Negoesco
Roberta Quick
Robin Kuuipo Hakuoliching
Robin Michelle Bartholow

Rodrigo Juarez
Roger Derrick Dorfer
Rohan L. Shah
Roland Porter Tiffany
Ronald G. Van Bebber
Rosa Louella Delems Gomez
Rosa Lourdes Gozzer
Rosa Mercedes O'Malley
Rose Marie Garcia
Roxanne Jane Rosenthal
Roy Norris
Russell Shawn Sullivan
Ruth Contreras
Ruth Milstein
Ryan Mcmillan
Sabrina M. Hadley
Sakthivel Kariappan
Sally Jacoby
Salvador Ruiz Flores
Salvador Ruiz Ojo de Agua
Samantha Jane Bartholow
Sameer L. Shah
Samuel David Hunt
Samuel S. Potter
Sanam Lodhi
Sandra Rames
Sandra Tracy Pilisdorf
Sara Ramirez
Sarah Judd
Sarah Marie Keegan
Sarah Mccarthy
Sarah Victoria Preston
Scott James Hall
Scott Ryan Hearld
Scott Thomas Simpson
Sean Cornell
Sean Maxwell Harris
Sebastian A. Mora
Sefaliben P. Patel
Sergey Vladimir Orlichenko
Shana Ashley Brennan
Shane Howard Pavitt
Shane Howard Pavitt And Suzanne Phifer Pavitt Trust
Shareen Lata Lal
Shay Kimberley Nelson

Shelby Mendonca
Sherise Emelda Mcbean
Shery Gordon
Shirlene Marie Gilman
Shirley Ann Loomis
Shobhnaben C. Parikh
Shondrae Marie Ivy
Shuffle'S Magical Ice Cream Shoppe Inc
Sidney W. Robinson
Sinead Noonan dba Sinead Noonan Staffing And Recruiting AKA Sinead Noonan Staffing and Recruiting
Socorro Rojas
Sofia Lueck
Srijanani Manohar
Stavros Mihail Santorineos
Stefany Lopez
Stephanie L. Paez
Stephanie M. Bosco
Stephen Dale Dille
Stephen David Moore
Stephen Francis Herold
Stephen Michael Cannon
Stephen Ray Faris
Stevan Michael Chobotov
Steven Dickinson
Steven Michael Baker
Steven Niel Rasmussen
Steven P Demartini
Sue Bromley Glasscock
Sue Verne Remick
Susan Craig
Susan M. Fiori
Susan Musille Di Lillo
Susan Renee Morrell
Suzanne Marie Kealoha Ofahengaue
Suzanne Phifer Pavitt
Svetlana Jones
Tait Ashley Smith
Tamera Evangeline Lowrie
Tannia De Los Santos
Tannya Guerrero
Tara V. Britt
Tareq Alrehani
Tasha Fay Price
Tekeyba Jamar Richards

Teresa L. Venturi-Hentz
Teresa Lynn Colen
Teresita Fernandez
Teri Lynn Albrecht
Terrence James Ivy
Terri Sarto
Terry Klein
Thanh Ostheimer
Thanh T. N. Ostheimer Revocable Trust dated January 2015
The Arthur P. Beato And Barbara P. Beato Trust Agreement Dated December 28, 1990
The Bernard & Katherine Krause Living Trust
The Canady Family Trust
The Clare C. Pearson Trust dated December 14, 1989
The Cynthia And Michael Silverman Trust Dated October 4, 2004 and Amended in its Entirety
September 5, 2018
The Delores M. Mckey Trust dated March 27, 2014
The Don And Doris Maxwell Family Trust
The Estate Of Carolyn S. Van Bebber
The James E. Hunt And Lisa Yoshida 2006 Declaration Of Trust
The Ken Allen And Susan M. Di Lillo Family Trust
The Kunio Hasebe Trust Dated 8-25-2004
The Levy Family Trust, Dated June 19, 1995
The Michael G. Carlston And Melanie J. Carlston Trust
The Naomi Phillips Trust
The Napa Home Team, Llc
The Painted Lady Llc Dba The Painted Lady Tanning & Spa
The Patrick Family Trust dated March 2008
The Rasmussen Family Trust
The Raul Deleon And Patricia E. Deleon Revocable Living Trust
The Remick Family Trust
The Robert F Giannini Revocable Trust
The Sheth Family 2010 Trust
The Silvers Family Revocable Trust Dated, May 26, 2004 (Amended & Restated June 30, 2016)
The T.M. And J.T. Howard 2003 Revocable Trust
The Valencia Family Trust
The William K. Kwan And Brenda B. Kwan 2006 Trust
Theresa Ann Harris
Thomas Joseph Cilluffo
Thomas Kosta
Thomas Leua Espinoza
Thomas Michael Giannini
Thomas Milton Howard
Thomas Raymond Thelen
Thomas Toth
Thomas Vincent Garcia

Tiffany Akau
Tiffany Marie Wiacek
Tim White
Timmy Crew
Timothy Dwight Preston
Timothy Halbur
Tina Jean Albrecht
Tina Louise Hearld
Tonia Marie Whitaker
Top-Notch Grafting & Vineyard Services, Inc.
Tori Anne Berg
Traversi & Company, Llc
Travis J. Hadley
Trini Artal
Urmila Ashok Shende
Ursula Tieber
Ursula Tieber Trust
Valerie Core Durden
Vanessa Louise Elhadidi
Vianna Nessinger AKA Vivianna Nessinger
Victor Ochoa
Victor Sales
Victoria Heyman
Vipul Bhadrakumar Sheth
Virginia M. Klein Trust dated 2/20/19
Virginia May Klein
Estate of Virginia May Klein
Walter Mathew Kerr
Warren Houghtling
Weldon Alexander Glasscock
Wendi Levigne AKA Levigne Wendi
Wendy M. Nelson
Wesley Paul Bartholow
Wholesale Building Products
Wild Sanctuary
Willem Joseph Loxley
William B. Remick
William Cartwright
William Chu Hong
William Heyman
William Jacoby
William Kwan
William Paul St Pierre
William Steele Roberts-Ross
Xin Weng

Yazmin Flores
Yirgalem Gebrehiwite Isaac
Yunuenn Hidalgo Bailie
Zeinal 2007 Family Trust
Zoe Estabrook Hunt
Zucco Family Trust 2003

ADDENDUM 6

1. Robert Wesley Baker
2. Frederick C. Brogger
3. Allyssa M. Luke
4. Lamar Hall
5. Liliana Moniz
6. Gabriel Delgado
7. Taylor Bobbins
8. Vanessa Torres
9. Annette Smith
10. Terri L. Harris
11. Julien Lucien Fayard
12. Teran Rochelle Finley
13. Marie Halcrow

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EXHIBIT 2
VM FIRMS' ENGAGEMENT LETTER

PG&E Fire Victim Trust
Two Embarcadero Center
Suite 1500
San Francisco, CA 94111
www.firevictimtrust.com

January 27, 2021

Hon. John K. Trotter (Ret.)
Trustee of the PG&E Fire Victim Trust
PG&E Fire Victim Trust
Two Embarcadero Center, Suite 1500
San Francisco, CA 94111

Re: Representation of PG&E Fire Victim Trust in Litigation of Claims Against Certain Third-Party Vegetation Management Contractors

Dear Judge Trotter:

This letter of engagement (“**Engagement Letter**”) is to confirm the retention of the Firms (as defined below) by the PG&E Fire Victim Trust (the “**Trust**”) as of the date set forth above.

The Firms consist of the following six law firms: (1) Cotchett, Pitre & McCarthy LLP; (2) Walkup, Melodia, Kelly & Schoenberger; (3) Dreyer Babich Buccola Wood Campora, LLP; (4) Corey, Luzaich, De Ghetaldi & Riddle LLP; (5) Andrews & Thornton, a Law Corporation; and (6) Greenberg Gross LLP (each a “**Firm**” and collectively, the “**Firms**”).

1. Scope of Representation; Communications with the Trust.

(a) The Firms will represent the Trust in connection with the legal services described in the first paragraph of the Contingent Fee Agreement (“**Fee Agreement**”) attached as Exhibit A hereto, the terms of which are hereby incorporated herein by reference (the “**Representation**”). The Representation shall be initiated by the Firms as follows:

- (i) The Firms shall, within seven (7) days of the date first set forth above, complete an exhaustive review of any statute of limitation issues that may necessitate immediate filing of a cause of action against the targets of any litigation contemplated hereby.
- (ii) Prior to January 29, 2021, the Firms will make best efforts to enter into tolling agreements with the targets of any litigation contemplated hereby.

- (iii) Prior to February 26, 2021, the Firms shall review all potential claims against the targets of any litigation contemplated hereby, and shall deliver to the Trustee and the Authorized Agent a memorandum discussing the viability of all such claims.
- (iv) Prior to January 29, 2021, the Firms shall prepare and file complaints against all targets of litigation contemplated hereby in accordance with the requirements of Section 1(c) of this Engagement Letter.

(b) The Firms agree to keep the trustee of the Trust (the “Trustee”) and the Trust’s consultant, Mr. Patrick Kelly (the “Authorized Agent”), reasonably informed as to the progress and cost of the services being performed in furtherance of the Representation. The Firms also agree to provide either written or oral explanations of work performed if requested to do so by the Trustee or the Authorized Agent.

(c) Prior to commencing any court proceeding as contemplated by the Representation, the Firms will provide the Trustee and the Authorized Agent with a draft complaint. The Firms shall not file or serve any initiating complaint, or make any demand for payment from a prospective defendant without the prior written approval of the Trustee or the Authorized Agent.

(d) The Firms shall not retain or otherwise engage the services of any electronic discovery platforms, databases, consultants, or other similar vendors and service providers (“Discovery Services”) without the prior written consent of the Trustee or the Authorized Agent, and the Trustee may ask for and require budgets in connection with and in advance of the retention or engagement of any Discovery Services in connection with the Representation. The Trust will pay or advance all costs incurred or reasonably expected to be incurred in connection with the retention or employment of any such Discovery Services (“Discovery Costs”). Notwithstanding anything to the contrary herein, in no case shall the Firms be entitled to retain or engage any Discovery Services or seek reimbursement for any Discovery Costs except as approved by the Trustee as provided in this Section 1(d).

(e) The Firms shall not retain or employ any third-party investigators or other experts (“Experts”) without the prior written consent of the Trustee or the Authorized Agent, and the Trustee may ask for and require budgets in connection with and in advance of the retention or employment of any Experts in connection with the Representation. The Trust will pay or advance all costs incurred or reasonably expected to be incurred in connection with the retention or employment of any such Experts (“Expert Costs”). Notwithstanding anything to the contrary herein, in no case shall the Firms be entitled to engage or employ Experts or seek reimbursement for costs incurred in connection with the retention or employment of any Experts except as approved by the Trustee as provided in this Section 1(e).

(f) The Firms shall not retain or employ any third-party bankruptcy or insurance counsel (“Special Counsel”) without the prior written consent of the Trustee or the Authorized Agent, and the Trustee may ask for and require budgets in connection with and in advance of the retention or employment of any Special Counsel in connection with the Representation. The

Trust will pay or advance all costs incurred or reasonably expected to be incurred in connection with the retention or employment of any such Special Counsel (“**Special Counsel Costs**”). Notwithstanding anything to the contrary herein, in no case shall the Firms be entitled to engage or employ Special Counsel or seek reimbursement for any Special Counsel Costs except as approved by the Trustee as provided in this Section 1(f).

2. Relationship of the Firms.

(a) The Trust acknowledges that the Firms, pursuant to separate agreement by and between the Firms, have determined to organize themselves into the following consortiums:

- (i) The “**Walkup Consortium**” consists of Cotchett, Pitre & McCarthy LLP; Walkup, Melodia, Kelly & Schoenberger; Dreyer Babich Buccola Wood Campora, LLP; and Corey, Luzaich, De Ghetaldi & Riddle LLP.
- (ii) The “**Andrews Consortium**” consists of Andrews & Thornton, a Law Corporation; and Greenberg Gross LLP.

(b) Notwithstanding anything to the contrary herein, the Firms shall represent the Trust collectively without regard to their affiliation with either of the Walkup Consortium or the Andrews Consortium. The extent to which work performed in furtherance of the Representation hereunder is allocated to any of the Firms or either of the above mentioned consortiums shall be governed by separate agreement by and between the Firms, which agreement shall have no impact or effect on the terms set forth in this Engagement Letter. The parties hereto agree that the Trust shall incur no loss in connection with the separate agreement by and between the Firms, and the Trust shall be entitled to recover any costs or expenses incurred by the Trust with respect thereto.

3. Determination of Fees; Costs.

(a) Calculation of any fees and expenses incurred in connection with the Representation shall be determined in accordance with the Fee Agreement. Any payment made by the Trust shall be paid to Walkup Melodia Kelly & Schoenberger, as receiver for the Walkup Consortium (the “**Walkup Receiver**”) and to Greenberg Gross LLP, as receiver for the Andrews Consortium (the “**Andrews Receiver**”) and together with the Walkup Receiver, the “**Receivers**”) pursuant to the following division of all fees earned pursuant to the Fee Agreement (the “**Total Fees**”): Fifty percent (50%) of the Total Fees shall be paid to the Walkup Receiver, and fifty percent (50%) of the Total Fees shall be paid to the Andrews Receiver. The further division of each Consortium’s share of the Total Fees shall be as follows:

- (i) Walkup Consortium fees (50% of Total Fees):
 - (A) Cotchett, Pitre & McCarthy LLP fees (25% of the Walkup Consortium’s fees, which amounts to 12.5% of Total Fees);

- (B) Walkup, Melodia, Kelly & Schoenberger fees (25% of the Walkup Consortium's fees, which amounts to 12.5% of Total Fees);
- (C) Dreyer Babich Buccola Wood Campora, LLP fees (25% of the Walkup Consortium's fees, which amounts to 12.5% of Total Fees);
- (D) Corey, Luzaich, De Ghetaldi & Riddle LLP fees (25% of the Walkup Consortium's fees, which amounts to 12.5% of Total Fees).

(ii) Andrews Consortium fees (50% of Total Fees):

- (A) Andrews & Thornton, a Law Corporation fees (50% of the Andrews Consortium's fees, which amounts to 25% of Total Fees); and
- (B) Greenberg Gross LLP fees (50% of the Andrews Consortium's fees, which amounts to 25% of Total Fees).

(b) Invoices for Discovery Costs, Expert Costs, and Special Counsel Costs incurred in accordance with this Engagement Letter and the Fee Agreement shall be remitted to the Trust on a monthly basis at accounting@firevictimtrust.com with detailed supporting documentation to support the amounts set forth thereon. All costs and expenses incurred by the Firms in connection with the Representation *other than* Discovery Costs, Expert Costs and Special Counsel Costs (“**General Costs**”) shall be advanced by the Firms and shall be recovered by the Firms only from the corpus of any settlement or judgment procured by the Firms on behalf of the Trust (the “**Recoveries**”); *provided, however*, that notwithstanding anything to the contrary herein or in the Fee Agreement, the Firms shall not incur or commit to incur any General Costs in connection with the Representation in an amount in excess of, or reasonably expected to be in excess of, \$5,000 without the prior written approval of the Trustee or the Authorized Agent. The Firms shall not submit as General Costs any amount(s) that would represent a duplication of any Discovery Costs, Expert Costs or Special Counsel Costs. General Costs shall not include any amounts constituting the Firms’ “overhead” as determined by the Trustee in his reasonable discretion. The Firms shall not be entitled to reimbursement for any expense or cost incurred in violation of this Section 3(b).

(c) For clarity, none of the Trustee, the Claims Administrator of the Trust, or any of their employees, officers, directors, agents, consultants, lawyers, advisors or professionals, shall be personally liable, whether under this Engagement Letter, the Fee Agreement, or based on any theory of law or equity, to the Firms or to any party claiming on behalf of or through the Firms for any of the Firms’ fees or expenses. The Firms shall only look to the funds of the Trust for payment of Discovery Costs, Expert Costs and Special Counsel Costs, and shall look only to the Recoveries for payment of their fees and reimbursement of their General Costs.

(d) For the avoidance of doubt, and notwithstanding any other provision of this Engagement Letter or any Contingent Fee Agreement, all Expert Costs, Discovery Costs, Special Counsel Costs and General Costs, shall be supported by documentation satisfactory to the Trustee, such documentation shall be timely delivered by the Firms, with further written explanation as requested by the Trustee or the Authorized Agent, and shall be subject to the

Trustee's review and approval prior to being paid to any party or paid, reimbursed, or recovered by the Firms.

4. Confidential Information.

The Firms recognize that certain of their partners, associates and staff members may be provided with confidential and proprietary information belonging to the Trust ("**Confidential Information**"). None of the Firms will disclose to any third parties any Confidential Information obtained in the course of the Representation unless the Trust consents to such disclosure. Confidential Information will not include: (i) information made public other than as a result of breach of this Engagement Letter; (ii) information any or all of the Firms acquire from a third party with no known obligations of confidence regarding the information; or (iii) information already known to any or all of the Firms prior to disclosure by the Trust. If any or all of the Firms receive a request for disclosure of Confidential Information or are otherwise required by law to disclose any Confidential Information, the Firms will, to the extent practicable, notify the Trust of the disclosure request or requirement, and will discuss an appropriate response with the Trust. The Firms also agree to take reasonable steps to avoid the disclosure, obtain an appropriate protective order, or secure other safeguards to help preserve confidentiality. For clarity, any and all Confidential Information known by any Firm individually shall be conclusively deemed to be known individually and collectively by each and all of the Firms.

5. Records.

All materials prepared by the Firms for the Trust in connection with the Representation shall be the property of the Trust.

6. Cooperation.

The Trust agrees that its authorized representatives will (i) be reasonably available to confer with the Firms upon request, (ii) provide the Firms with such documents and information as the Trust may possess relating to the Representation, (iii) disclose all facts and circumstances of which the Trust is aware that may bear upon the Firms' handling of the Representation, and (iv) otherwise assist the Firms' efforts as reasonably requested to do so by the Trustee or the Authorized Agent.

7. Dispute Resolution; Governing Law.

(a) Notwithstanding anything to the contrary in this Engagement Letter, the parties hereto agree that any disputes between them in connection with this Engagement Letter shall, in the first instance, be sought to be resolved by an alternative dispute resolution ("**ADR**") process mutually agreeable to the parties as follows: the parties involved agree to meet and confer in good faith to agree upon and proceed with a mutually acceptable ADR process, and any party

that is dissatisfied with the final outcome of the ADR process set forth in this paragraph shall be entitled to commence an arbitration proceeding in accordance with Section 7(b) of this Engagement Letter.

(b) The parties further agree that any dispute that is not resolved by the ADR process shall be submitted to binding arbitration administered by the American Arbitration Association, in accordance with its Commercial Arbitration Rules. Such claims shall be heard by a panel of three arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The arbitration panel shall have the power to rule upon its own jurisdiction and authority. The place of arbitration shall be San Francisco, California, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration shall be governed by the laws of the State of California, without regard to its conflicts of law provisions that would apply the laws of another jurisdiction. The parties shall bear their own legal fees and costs in connection with any arbitration proceedings brought pursuant to this Section 7. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party to an arbitration proceeding nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to this Engagement Letter. The parties to this Engagement Letter acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other in the judicial system, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration in accordance with the foregoing.

(c) This Engagement Letter shall be governed by the laws of the State of California, without regard to its conflicts of law provisions that would apply the laws of another jurisdiction.

8. Termination.

The Trust has the right to terminate this engagement at any time upon delivery of written notice (including by email) to the Receivers. In the event of termination by the Trust, the Firms shall provide cooperation in any transition, including return of materials provided to the Firms by the Trust and providing copies of any work product created under this Engagement Letter or in connection with the Representation. The Firms also have the right, subject to certain responsibilities under applicable ethical rules, to terminate this engagement by giving the Trust written notice if the Trust fails to cooperate with the Firms or if the Firms determine that continuing to represent the Trust would be unethical, impractical or improper.

9. Indemnification.

The Firms acknowledge that the operation of the Trust is governed by a Trust Agreement which provides for the indemnification of certain advisors and consultants to the Trust. Notwithstanding such provisions of the Trust Agreement, the Firms acknowledge and agree that, except as to the Trust's indemnity obligations arising out of or related to the Trust's fraud or intentional misconduct, the Trust shall not be obligated to satisfy any indemnity obligations if and to the extent that at the time a demand for indemnity is made and would otherwise be payable by the Trust, the amount of such indemnity claim exceeds the amount of maximum aggregate limit of liability insurance coverage then available to satisfy such indemnity claim at that time, which the Trust has represented to the Firms to be \$80,000,000 less the amount of covered claims already paid or payable against such maximum aggregate limit of liability insurance coverage.

10. Agreement Applicable Until Changed in Writing.

The scope of this engagement may be modified by the Trust in writing at any time and from time to time by advance written notice to the Receivers. If the scope of engagement is modified, this Engagement Letter will apply to any additional matters the Firms agree to undertake upon the Trust's behalf unless the parties hereto enter into an express written agreement reflecting an alternate arrangement.

11. Notices.

Any notice given pursuant to this Engagement Letter shall be sent by FedEx or other commercial courier and electronically (by email) as follows:

For the Walkup Consortium, to:

Michael A. Kelly
Khaldoun Baghdadi
Walkup, Melodia, Kelly & Schoenberger
650 California Street, 26th Floor
San Francisco, CA 94108
Email: mkelly@walkuplawoffice.com

For the Andrews Consortium, to:

Anne Andrews
Sean Higgins
Andrews & Thornton, a Law Corporation
4701 Von Karman Ave, Suite 300
Newport Beach, CA 92660

Email: aa@andrewsthornton.com
Email: shiggins@andrewsthornton.com

For the Trust, to:

Hon. John K. Trotter (Ret.), Trustee
PG&E Fire Victim Trust
Two Embarcadero Center, Suite 1500
San Francisco, CA 94111

With copies to:

Patrick M. Kelly



Email: pkellywemed@gmail.com

David J. Molton
Brown Rudnick LLP
7 Times Square
New York, New York 10036
Email: dmolton@brownrudnick.com

12. Effectiveness.

This Engagement Letter shall not become effective until it has been executed and delivered by all the parties hereto.

13. Counterpart Signatures.

This Engagement Letter may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute and be deemed one and the same agreement.

14. Headings.

The headings contained in this Engagement Letter are for reference purposes only and shall not in any way affect the meaning or interpretation of this Engagement Letter.

(Signature page follows)

IN WITNESS WHEREOF the parties have caused this Engagement Letter to be duly executed as of the date first written above.



COTCHETT, PITRE & McCARTHY,
LLP

COREY, LUZAICH, de GHETALDI
& RIDDLE, LLP

WALKUP, MELODIA, KELLY &
SCHOENBERGER

DREYER, BABICH, BUCCOLA, WOOD
& CAMPORA, LLP

GREENBERG GROSS LLP

ANDREWS & THORNTON, A LAW
CORPORATION

ACCEPTED AND AGREED

PG&E FIRE VICTIM TRUST

[Signature Page to Engagement Letter]

IN WITNESS WHEREOF the parties have caused this Engagement Letter to be duly executed as of the date first written above.

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LLP



COREY, LUZAICH, de GHETALDI
& RIDDLE, LLP

WALKUP, MELODIA, KELLY &
SCHOENBERGER

DREYER, BABICH, BUCCOLA, WOOD
& CAMPORA, LLP

GREENBERG GROSS LLP



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EXHIBIT A

Contingent Fee Agreement

CONTINGENT FEE AGREEMENT

IN CONSIDERATION of the legal services to be rendered by the Law Offices of: **COTCHETT, PITRE & McCARTHY, LLP; WALKUP, MELODIA, KELLY & SCHOENBERGER; DREYER, BABICH, BUCCOLA, WOOD & CAMPORA, LLP; COREY, LUZAICH, de GHETALDI & RIDDLE, LLP; ANDREWS & THORNTON, A LAW CORPORATION; and GREENBERG GROSS LLP** (hereafter “ATTORNEYS”) and the advancement by them of certain costs necessary to the prosecution of all claims against certain third-party contractors engaged by either or both of Pacific Gas & Electric Company (the “Utility”) and PG&E Corporation (“PG&E Corp” and together with the Utility, “PG&E”) to provide vegetation management services, and whose conduct in connection therewith caused or contributed to any injury, harm and/or damages to PG&E (the Parent & Subsidiary entities), whose claims have been assigned to the Trustee of the PG&E Fire Victim Trust and arose from more than twenty (20) separate Wildfires that occurred in 2015, 2017 and 2018 in Northern California; the PG&E Fire Victim Trust (hereafter “CLIENT”), employs said ATTORNEYS to commence and prosecute said claims.

Each of the ATTORNEYS and the CLIENT acknowledges and agrees to be bound by this Contingent Fee Agreement pursuant to the terms of the Engagement Letter to which this Exhibit A is attached and, for the avoidance of doubt, each of the parties hereto has executed this Contingent Fee Agreement this 27th day of January, 2021. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Engagement Letter to which this Exhibit A is attached.

ATTORNEYS' FEES

CLIENT agrees to pay ATTORNEYS' Fees on the following basis. It is understood that no specific fee is set by law, and that this fee has been specifically agreed to between the parties.

1. The sum of **TWENTY-TWO percent (22%)** of the Net Amount Recovered, as defined below, for the Trust by compromise, trial or other final disposition (the “Total Fees”). This fee is not set by law, and was the subject of negotiations between ATTORNEY and CLIENT.
2. The Total Fees shall be distributed by CLIENT to the Receivers in accordance with the terms of the Engagement Letter each time funds are recovered on CLIENT’S behalf.
3. “Net Amount Recovered” is that sum actually received by or for the account of the Trust pursuant to the Representation, less Discovery Costs, Expert

Costs, Special Counsel Costs and General Costs to the extent approved by the Trustee for payment, reimbursement or recovery. For the avoidance of doubt, prior to the calculation of the Total Fees, (i) first, the Trust shall be reimbursed from the Recoveries for its approved Discovery Costs, Expert Costs and Special Counsel Costs, and (ii) then, the Firms shall be reimbursed from the Recoveries for their approved General Costs.

4. In no event will CLIENT incur any obligation for ATTORNEYS' Fees in excess of the Net Amount Recovered.
5. Associate counsel may be employed at the discretion and expense of the ATTORNEYS but these associate counsel fees shall be General Costs; the costs incurred by such associate counsel shall also be General Costs, but shall not be paid, reimbursed or recovered absent compliance with the terms of the Engagement Letter.

ATTORNEYS' COSTS

ATTORNEYS may advance General Costs as in their judgment are necessary for the prosecution of these claims in accordance with the terms of the Engagement Letter, and these General Costs advanced shall be paid, reimbursed or recovered only out of the Recoveries in the case in accordance with the terms of the Engagement Letter.

REPRESENTATIONS

It is acknowledged that ATTORNEYS have made no representation whatsoever regarding the successful outcome of the Representation with respect to the above described claims.

INSURANCE COVERAGE

ATTORNEYS shall maintain their own errors and omissions insurance applicable to the legal services to be rendered pursuant to the Representation.

COUNTERPARTS

This Contingent Fee Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute and be deemed one and the same agreement.

IN WITNESS WHEREOF the parties have caused this Contingent Fee Agreement to be duly executed as of the date first written above.



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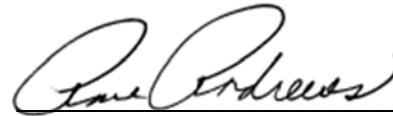
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EXHIBIT 3

NORTH BAY FIRES PHYSICAL EVIDENCE LETTER



Max Schuver
mschuver@walkuplawoffice.com

March 16, 2026

{Posted to Case Anywhere}

Re: North Bay Fires Physical Evidence

To whom it may concern:

I write on behalf of the PG&E Fire Victim Trust (“Trust”) regarding the intention of Pacific Gas and Electric Company and PG&E Corporation (collectively, “PG&E”), together with the Trust, to dispose of certain physical evidence collected in connection with investigations into the October 2017 wildfires that are the subject of Judicial Council Coordinated Proceeding No. 4955 (California North Bay Fires).

The physical evidence subject to disposal (“subject evidence”) was collected by multiple sources and has been stored for several years at the Oakland Iron Mountain facility and the San Leandro SafeStore facility. Parties in JCCP 4955 were provided notice and opportunity to inspect the materials at those locations, and inspections have taken place at both locations. Inventories of the stored materials were also made available to the parties.

The Trust and PG&E have determined that, in light of the settlement of pending litigation, they will no longer store or preserve the subject evidence. Such evidence may be destroyed or discarded without further notice as soon as March 31, 2026.

This notice is being posted to Case Anywhere as a courtesy to the parties in JCCP 4955. If you have any questions, please contact me.

Regards,

A handwritten signature in blue ink, appearing to read 'Max Schuver', written over a light blue horizontal line.

Max Schuver
Litigation Counsel for the Fire Victim Trust