



1 WEIL, GOTSHAL & MANGES LLP
2 Stephen Karotkin (*pro hac vice*)
3 (stephen.karotkin@weil.com)
4 Jessica Liou (*pro hac vice*)
5 (jessica.liou@weil.com)
6 Matthew Goren (*pro hac vice*)
7 (matthew.goren@weil.com)
8 767 Fifth Avenue
9 New York, NY 10153-0119
10 Tel: 212 310 8000
11 Fax: 212 310 8007

Signed and Filed: January 31, 2019

DENNIS MONTALI
U.S. Bankruptcy Judge

8 KELLER & BENVENUTTI LLP
9 Tobias S. Keller (#151445)
10 (tkeller@kellerbenvenutti.com)
11 Jane Kim (#298192)
12 (jkim@kellerbenvenutti.com)
13 650 California Street, Suite 1900
14 San Francisco, CA 94108
15 Tel: 415 496 6723
16 Fax: 650 636 9251

17 *Proposed Attorneys for Debtors
18 and Debtors in Possession*

19 **UNITED STATES BANKRUPTCY COURT**
20 **NORTHERN DISTRICT OF CALIFORNIA**
21 **SAN FRANCISCO DIVISION**

22 **In re:**

23 **PG&E CORPORATION**

24 **- and -**

25 **PACIFIC GAS AND ELECTRIC
26 COMPANY,**

27 **Debtors.**

Bankruptcy Case
No. 19 - 30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**INTERIM ORDER PURSUANT TO 11 U.S.C.
§§ 105(a), 362(d), 363(b), 363(c), AND 364 AND
FED. R. BANKR. P. 4001, 6003, AND 6004 (I)
AUTHORIZING THE DEBTORS TO (A)
MAINTAIN INSURANCE POLICIES,
WORKERS' COMPENSATION PROGRAM,
AND SURETY BOND PROGRAM AND (B)
PAY ALL OBLIGATIONS WITH RESPECT
THERETO; AND (II) GRANTING RELIEF
FROM THE AUTOMATIC STAY WITH
RESPECT TO WORKERS'**

28 INTERIM ORDER REGARDING INSURANCE
POLICIES

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COMPENSATION CLAIMS

- Affects PG& Corporation
- Affects Pacific Gas and Electric Company
- Affects both Debtors

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

1 upon all of the proceedings had before this Court and after due deliberation and sufficient cause
2 appearing therefor,

3 **IT IS HEREBY ORDERED THAT:**

4 1. The Motion is granted on an interim basis, as provided herein.

5 2. The Debtors are authorized, but not directed, pursuant to sections 105(a), 363, and 364 of
6 the Bankruptcy Code, to continue and maintain all Insurance Policies,² the Workers' Compensation
7 Program (including providing additional Collateral), and the Surety Bond Program, and to perform all
8 of their obligations with respect thereto, and to pay any amounts owed with respect to the Insurance
9 Policies, the Service Provider Fees, the Workers' Compensation Program, the Workers' Compensation
10 Claims, and the Surety Bond Program; *provided*, that, the Debtors are authorized to pay only amounts
11 due and payable as of the Petition Date and amounts that are or become due and payable between the
12 Petition Date and the date that a final order on the Motion is entered, unless otherwise ordered by the
13 Court.

14 3. The Debtors are authorized, but not directed, in the ordinary course of business to revise,
15 renew, roll over, replace, extend, supplement or otherwise modify their insurance coverage as needed,
16 including, without limitation, through the purchase of new or the renewal of existing Insurance Policies.

17 4. The Debtors are authorized, but not directed, to renew or to obtain and provide additional
18 or new Surety Bonds, and to take all appropriate actions in connection therewith, including providing
19 any cash or other collateral, as required under existing, renewed or new Surety Bonds.

20 5. Pursuant to section 362(d) of the Bankruptcy Code, to the extent any of the Debtors'
21 employees hold claims under or in connection with the Workers' Compensation Program, in the Debtors'
22 sole discretion, such employees are authorized to proceed with their Workers' Compensation Claims
23 through and including the collection or payment of any judgment or claim in the appropriate judicial or
24 administrative forum under the Workers' Compensation Program; *provided*, that, the prosecution of such
25 claims is in accordance with the Workers' Compensation Program and the recoveries are limited to the
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27 ² For the avoidance of doubt, the term Insurance Policies shall include all insurance policies issued or
28 providing coverage to the Debtors at any time, whether expired, current or prospective, and any
agreements related thereto.

1 proceeds available under the Workers' Compensation Program.

2 6. Nothing herein alters or amends the terms and conditions of any of the Insurance Policies
3 or relieves the Debtors of any of their obligations under the Insurance Policies.

4 7. Applicable banks and financial institutions are authorized, but not directed, at the
5 Debtors' request, to receive, process, honor and pay, to the extent of funds on deposit, any and all checks
6 issued or to be issued or electronic funds transfers requested or to be requested by the Debtors relating
7 to the Insurance Obligations, the Workers' Compensation Claims, the Surety Bond Obligations or the
8 Service Provider Fees.

9 8. The Debtors are authorized, but not directed, to issue new postpetition checks, or effect
10 new electronic funds transfers on account of the Insurance Obligations, the Workers' Compensation
11 Claims, the Surety Bond Obligations and the Service Provider Fees, to replace any prepetition checks or
12 electronic funds transfer requests that may be lost, dishonored, or rejected as a result of the
13 commencement of the Chapter 11 Case.

14 9. Nothing contained in this Interim Order or in the Motion is intended to be or shall be
15 construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the
16 Debtors' or any appropriate party in interest's rights to dispute any claim, or (c) an approval or
17 assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy
18 Code. Likewise any payment made pursuant to this Interim Order is not intended to be and shall not be
19 construed as an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such
20 claim subsequently.

21 10. Notwithstanding entry of this Interim Order, nothing herein shall create, nor is intended
22 to create, any rights in favor of or enhance the status of any claim held by, any party.

23 11. The requirements for immediate entry of this Interim Order pursuant to Bankruptcy Rule
24 6003(b) have been satisfied.

25 12. The requirements of Bankruptcy Rules 4001(d) and 6004(a) are waived.

26 13. Notwithstanding the provisions of Bankruptcy Rules 4001(a)(2) and 6004(h), this Interim
27 Order shall be immediately effective and enforceable upon its entry.

28 14. The Debtors are authorized to take all steps necessary or appropriate to carry out this

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Interim Order.

15. A final hearing to consider the relief requested in the Motion shall be held on February 27, 2019 at 9:30 a.m. (Prevailing Pacific Time) and any objections or responses to the Motion shall be filed and served so as to be actually received on or prior to February 20, 2019 at 4:00 p.m. (Prevailing Pacific Time).

16. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Interim Order.

**** END OF ORDER ****