



**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

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Konkow Partners, LLC,

Complainant,

v.

Pacific Gas and Electric Company (U39E)

Defendant.

C.26-02-014
(Filed February 17, 2026)

**ANSWER OF PACIFIC GAS AND ELECTRIC COMPANY
(U39E) TO COMPLAINT OF KONKOW PARTNERS LLC**

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Dated: April 8, 2026

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**ANSWER OF PACIFIC GAS AND ELECTRIC COMPANY
(U39E) TO COMPLAINT OF KONKOW PARTNERS, LLC**

Pacific Gas and Electric Company (PG&E) files this Answer to the Complaint filed by Konkow Partners, LLC on February 17, 2026. Pursuant to Rule 4.5 of the Rules of Practice and Procedure of the California Public Utilities Commission (Commission) and the Instructions to Answer and Hearing Notice issued on March 9, 2026, PG&E requests that the complaint be denied and dismissed because it does not demonstrate a violation of any rule, law, or order.

I. BACKGROUND OF COMPLAINT

The complaint arises from PG&E’s work on a large (approximately 77 foot high and 66 inches diameter-at-breast-height) cedar tree (the “Subject Tree”) located on Butte County Assessor’s Parcel Number (APN) 058-350-003-000 at 12967 Concow Road in Oroville (the “Subject Property”). Complainant Konkow Partners, LLC alleges that it owns the Subject Property and the Subject Tree.

Complainant alleges that PG&E lacked the rights or authority to perform the vegetation work at issue and that the work exceeded the scope of permissible vegetation work under

General Order (GO) 95, Rule 35 and ANSI A300 pruning guidelines, and violated PG&E's own policies. PG&E denies these claims.

PG&E did not trespass. PG&E operates and maintains its 12 kilovolt (kV) electric distribution overhead facilities adjacent to the Subject Property via an unrecorded, route-description easement granted to PG&E by Albert Walter and Audrey Myra Pearce on October 16, 1947 (the "Easement"). Complainant alleges that the Easement does not apply to the Subject Property. As identified in the drawing referenced in the Easement, the former Pearce parcel was quite large, encompassing a number of present-day sub parcels which includes the Subject Property.

PG&E's work on the Subject Tree was reasonable. In May of 2024, PG&E identified the Subject Tree as a hazard and risk to the 12kV facilities and prescribed removal of the tree. Due to the size of the tree, a second inspection was done in October 2024 to confirm that removal was the preferred course. The tree was comprised of two large, codominant stems with significant signs of distress, including rot at the attachment point, narrow included bark, and foreign objects (cabling and wooden boards) that the stems had grown around. The trunk of the Subject Tree was 14 feet from the nearest conductors at rest, with branches closer to the conductors. Both certified arborists agreed that removal was appropriate, for reasons including best practices (removing a substantial portion of the canopy or removing one codominant stem and leaving the other would both increase the likelihood of mortality for the tree) and safety (to have topped the tree to a sufficient height to remove fall in risk to the conductors 14' away would remove more than 75% of the tree, which would have increased risk of mortality, created a public hazard given proximity to the roadway, and gone against ANSI guidance regarding topping).

On the morning of October 3, 2024, PG&E's contractor Mountain F. Enterprises (MFE) arrived at the Subject Property to remove the tree. While partially through their work, MFE was asked by someone on-site to stop work. By the time of their departure, MFE had removed all limbs from one stem of the tree and the lower limbs from the other stem of the tree (all limbs

below 15 feet from the top of the tree). Complainant later cut the more heavily distressed stem down to just above the cabling.

The Subject Tree remains. A PG&E contractor performed a post-work inspection of the subject tree on January 9, 2025 and determined that the tree in its state at that time, following both MFE's trimming work in October and the Complainant's subsequent removal of the more heavily damaged stem, was unlikely to fail before the next inspection cycle. PG&E will continue to inspect the Subject Tree as part of its routine work as long as the tree remains, according to PG&E's procedures and to ensure compliance with the relevant State regulations, including GO 95, Rule 35 and California Public Resources Code, Section 4293, and Wildfire Mitigation Plan commitments.

Complaint Fails to State a Claim. PG&E performed this necessary vegetation work to protect its facilities from the risk posed by the Subject Tree. PG&E's easement provided permission to perform the vegetation work on the Subject Property and the work was performed in compliance with all applicable laws, standards and industry practices. The relief requested, including unsupported findings and imposition of unspecified fines and penalties, is both unjustified and without support under California law or CPUC rules.

II. RESPONSE TO MATERIAL ALLEGATIONS OF THE COMPLAINT

1. To the extent the allegations in Paragraph 1 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 1.

2. PG&E lacks knowledge or information sufficient to form a belief about the truth of the allegation in Paragraph 2.

3. PG&E lacks knowledge or information sufficient to form a belief about the truth of the allegation in Paragraph 3.

4. PG&E lacks knowledge or information sufficient to form a belief about the truth of the allegation in Paragraph 4.

5. PG&E admits that its contractor MFE removed limbs from the Subject Tree on October 3, 2024. PG&E denies the work was unreasonable, excessive or negligent. PG&E denies that the work was not necessary to protect PG&E's infrastructure. PG&E denies that it lacked the authority to conduct the work. To the extent the remaining allegations in Paragraph 5 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 5.

6. PG&E lacks knowledge or information sufficient to form a belief about the truth of the allegation in Paragraph 6.

7. PG&E lacks knowledge or information sufficient to form a belief about the truth of the allegation in Paragraph 7.

8. PG&E lacks knowledge or information sufficient to form a belief about the truth of the allegation in Paragraph 8.

9. PG&E lacks knowledge or information sufficient to form a belief about the truth of the allegation in Paragraph 9.

10. PG&E admits that it conducts regular inspections of vegetation around its facilities at or near the Subject Property. PG&E otherwise denies each and every remaining allegation set forth in Paragraph 10.

11. To the extent the allegations in Paragraph 11 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 11.

12. PG&E admits that a 2018 grant deed for the Subject Property grants title to KonKow Partnership, LLC. PG&E admits that KonKow Partnership LLC is the customer of record at the Subject Property. PG&E has no information regarding the relationship between KonKow Partnership, LLC and Complainant Konkow Partners, LLC. PG&E cannot admit or deny the remaining allegations in Paragraph 12.

13. PG&E admits that it is a California domestic stock corporation regulated by the Commission. PG&E admits that it is a public utility subject to the jurisdiction of the CPUC.

14. PG&E repeats and incorporates by reference each and every response to the allegations contained in Paragraphs 1 through 13 as if fully set forth herein.

15. To the extent the allegations in Paragraph 15 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 15.

16. PG&E admits that prior to October 3, 2024, PG&E or its contractor marked the Subject Tree for removal. PG&E denies each and every remaining allegation set forth in Paragraph 16.

17. PG&E admits that it did not seek Complainant's consent or notify Complainant prior to undertaking the tree work on October 3, 2024. PG&E denies each and every remaining allegation set forth in Paragraph 17.

18. PG&E admits that its contractor MFE attempted, at PG&E's direction, to remove the Subject Tree on October 3, 2024. PG&E denies each and every remaining allegation set forth in Paragraph 18.

19. PG&E admits that at some point on October 3, 2024, its contractor MFE stopped work on the Subject Tree, in response to requests from third parties onsite. PG&E lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 19.

20. PG&E admits that at some point on October 3, 2024, its contractor MFE stopped work on the Subject Tree, in response to requests from third parties onsite. PG&E lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 20.

21. PG&E admits that at some point on October 3, 2024, its contractor MFE stopped work on the Subject Tree, in response to requests from third parties onsite. PG&E lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 21.

22. PG&E admits that at some point on October 3, 2024, its contractor MFE stopped work on the Subject Tree, in response to requests from third parties onsite. PG&E lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 22.

23. PG&E admits that at some point on October 3, 2024, its contractor MFE stopped work on the Subject Tree, in response to requests from third parties onsite. PG&E lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 23.

24. PG&E admits that at some point on October 3, 2024, its contractor MFE stopped work on the Subject Tree, in response to requests from third parties onsite. PG&E admits that at the time MFE stopped work, one stem of the tree was limbed to the top and the other stem was limbed up to approximately 15 feet from the top. PG&E lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 24.

25. PG&E admits that at some point on October 3, 2024, its contractor MFE stopped work on the Subject Tree, in response to requests from third parties onsite. PG&E lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 25.

26. PG&E admits that its contractor MFE attempted, at PG&E's direction, to remove the Subject Tree on October 3, 2024. PG&E admits that at some point on October 3, 2024, its contractor MFE stopped work on the Subject Tree, in response to requests from third parties onsite. PG&E lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 26.

27. To the extent the allegations in Paragraph 27 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 27.

28. PG&E lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 28.

29. PG&E lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 29, and on that basis denies the allegations.

30. PG&E denies the allegations set forth in Paragraph 30.

31. PG&E lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 31, and on that basis denies the allegations.

32. PG&E admits that it had directed its contractor MFE to remove the Subject Tree. PG&E admits that at some point on October 3, 2024, its contractor MFE stopped work on the Subject Tree, in response to requests from third parties onsite. PG&E admits that at the time MFE stopped work, one stem of the tree was limbed to the top and the other stem was limbed up to approximately 15 feet from the top. To the extent the allegations in Paragraph 32 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 32.

33. PG&E lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 33, and on that basis denies the allegations.

34. PG&E lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 34.

35. PG&E lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 35.

36. PG&E admits that a contractor ACRT inspector inspected the Subject Tree on January 9, 2025. PG&E lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 36.

37. PG&E admits that the ACRT contractor inspector who inspected the Subject Tree on January 9, 2025 determined that it did not require removal at that time. PG&E otherwise denies the allegations set forth in Paragraph 37.

38. PG&E admits Complainant submitted a claim to PG&E on September 3, 2025. PG&E otherwise denies the allegations set forth in Paragraph 38.

39. PG&E admits that PG&E Expert Claims Investigator Wendy Patton informed Complainant that PG&E's survey identified the Subject Tree in question as being located on the Subject Property. PG&E admits that PG&E's vegetation management team at one point assumed the Subject Tree was located in the public right of way. PG&E otherwise denies the allegations set forth in Paragraph 39.

40. PG&E admits that on December 10, 2025, PG&E Expert Claims Investigator Wendy Patton informed Complainant that PG&E believed the tree work was reasonable and to best standard practices, and that PG&E was not trespassing. PG&E Expert Claims Investigator Wendy Patton nevertheless offered a settlement of Complainant's claim. Complainant denied PG&E's offer of settlement. PG&E otherwise denies the allegations set forth in Paragraph 40.

41. PG&E denies the allegations set forth in Paragraph 41.

42. PG&E denies the allegations set forth in Paragraph 42.

43. PG&E lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 43.

44. The allegations in Paragraph 44 purport to summarize Public Utilities Code Section 701. PG&E refers to Public Utilities Code Section 701 for its true and complete contents. To the extent the allegations in Paragraph 44 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 44.

45. To the extent the allegations in Paragraph 45 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 45.

46. The allegations in Paragraph 46 purport to summarize Public Utilities Code Section 702. PG&E refers to Public Utilities Code Section 702 for its true and complete contents. To the extent the allegations in Paragraph 46 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 46.

47. The allegations in Paragraph 47 purport to summarize General Order 95, Rule 35. PG&E refers to General Order 95, Rule 35 for its true and complete contents. To the extent the allegations in Paragraph 47 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 47.

48. PG&E admits that the American National Standards Institute (ANSI) standards provide guidance to tree professionals for managing vegetation around utilities, including pruning. To the extent the allegations in Paragraph 48 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 48.

49. PG&E admits that GO 95, Rule 35 requires “that dead, rotten or diseased trees or dead, rotten or diseased portions of otherwise healthy trees overhang or lean toward and may fall into a span of supply or communication lines, said trees or portions thereof should be removed,” when a utility has actual knowledge of such a risk. PG&E admits that California Public Resources Code 4293 requires that, “[d]ead trees, old decadent or rotten trees, trees weakened by decay or disease and trees or portions thereof that are leaning toward the line which may contact the line from the side or may fall on the line shall be felled, cut, or trimmed so as to remove such hazard.” PG&E admits that it prescribed removal of the Subject Tree on the Subject Property after identifying it as a hazard and risk to its nearby energized 12 kilovolt (kV) electric distribution overhead facilities. To the extent the allegations in Paragraph 49 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 49.

50. PG&E admits that GO 95, Rule 35 requires “that dead, rotten or diseased trees or dead, rotten or diseased portions of otherwise healthy trees overhang or lean toward and may fall into a span of supply or communication lines, said trees or portions thereof should be removed,” when a utility has actual knowledge of such a risk. PG&E admits that California Public Resources Code 4293 requires that, “[d]ead trees, old decadent or rotten trees, trees weakened by

decay or disease and trees or portions thereof that are leaning toward the line which may contact the line from the side or may fall on the line shall be felled, cut, or trimmed so as to remove such hazard.” PG&E admits that it prescribed removal of the Subject Tree on the Subject Property after identifying it as a hazard and risk to its nearby energized 12 kilovolt (kV) electric distribution overhead facilities. To the extent the allegations in Paragraph 50 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 50.

51. PG&E admits that the Subject Property is located in a Tier 3 - Extreme – High Fire Threat District (HFTD) on the Commission’s Fire-Threat Map, making it subject to Table 1, Case 14 of General Order 95. PG&E admits that the Subject Property is also located in a Very High Fire Hazard Severity Zone (FHSZ), as designated by CAL FIRE, and is located within a State Responsibility Area (SRA), making it subject to PRC 4293(a).

52. PG&E admits that the energized distribution PG&E facilities near the Subject Tree are 12kV.

53. PG&E admits that the minimum radial clearance required year-round between 12kV bare line conductors and nearby vegetation in a HFTD under GO 95, Rule 35 and Table 1 is 48 inches (4 feet).

54. PG&E admits that the recommended minimum clearances that should be established at the time of trimming between 12kV conductors and nearby vegetation in a HFTD under GO 95, Rule 35, Appendix E is 12 feet. PG&E admits that Appendix E goes on to say that “[e]ach utility may determine and apply additional appropriate clearances” as they see fit, based on a variety of factors.

55. PG&E denies the allegations set forth in Paragraph 55.

56. PG&E denies the allegation that “GO 95 requires only limited vegetation clearance measured in feet.” PG&E admits that GO 95, Rule 35 requires “that dead, rotten or diseased trees or dead, rotten or diseased portions of otherwise healthy trees overhang or lean toward and may fall into a span of supply or communication lines, said trees or portions thereof

should be removed,” when a utility has actual knowledge of such a risk. PG&E also admits that California Public Resources Code 4293 requires that, “[d]ead trees, old decadent or rotten trees, trees weakened by decay or disease and trees or portions thereof that are leaning toward the line which may contact the line from the side or may fall on the line shall be felled, cut, or trimmed so as to remove such hazard.” PG&E admits that it prescribed removal of the Subject Tree on the Subject Property after identifying it as a hazard and risk to its nearby energized 12 kV electric distribution overhead facilities. To the extent the remaining allegations in Paragraph 56 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 56.

57. PG&E denies the allegations set forth in Paragraph 57.

58. PG&E admits that GO 95, Rule 35 requires “that dead, rotten or diseased trees or dead, rotten or diseased portions of otherwise healthy trees overhang or lean toward and may fall into a span of supply or communication lines, said trees or portions thereof should be removed,” when a utility has actual knowledge of such a risk. PG&E also admits that California Public Resources Code 4293 requires that, “[d]ead trees, old decadent or rotten trees, trees weakened by decay or disease and trees or portions thereof that are leaning toward the line which may contact the line from the side or may fall on the line shall be felled, cut, or trimmed so as to remove such hazard.” PG&E admits that it prescribed removal of the Subject Tree after identifying it as a hazard and risk to its nearby energized 12 kV electric distribution overhead facilities. To the extent the remaining allegations in Paragraph 58 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 58.

59. To the extent the allegations in Paragraph 59 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 59.

60. PG&E admits that it did not seek Complainant’s consent or notify Complainant prior to undertaking the tree work on October 3, 2024. To the extent the remaining allegations in

Paragraph 60 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 60.

61. PG&E admits that the vegetation work at issue was not prompted by or required as a result of a GO 165 facility inspection. To the extent the remaining allegations in Paragraph 61 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 61.

62. PG&E admits that the vegetation work at issue was not prompted by or required as a result of a GO 165 facility inspection. To the extent the remaining allegations in Paragraph 62 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 62.

63. PG&E admits that the vegetation work at issue was not prompted by or required as a result of a GO 165 facility inspection. To the extent the remaining allegations in Paragraph 63 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 63.

64. PG&E admits that it identifies ANSI's guidance as the preferred practice for pruning, where safe and practicable. PG&E admits that it prescribed removal (as distinct from pruning) of the Subject Tree after identifying it as a hazard and risk to its nearby energized 12 kV electric distribution overhead facilities. To the extent the remaining allegations in Paragraph 64 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 64.

65. PG&E denies the allegations that it failed to follow industry standards or PG&E standards or procedures in regards to the Subject Tree. PG&E also denies the allegation that it failed to comply with any Commission-regulated safety obligations in regards to the Subject Tree. To the extent the remaining allegations in Paragraph 65 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 65.

66. PG&E denies the allegations set forth in Paragraph 66.

67. PG&E admits that the Easement grants PG&E the right to access and maintain its electric facilities, including the right to trim trees along the pole line “whenever considered necessary for the complete enjoyment thereof.” To the extent the remaining allegations in Paragraph 67 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 67.

68. PG&E admits that the Easement describes a route rather than a strip of specified width. To the extent the remaining allegations in Paragraph 68 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 68.

69. PG&E denies that it has never trimmed the Subject Tree. To the extent the remaining allegations in Paragraph 69 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 69.

70. PG&E denies that the work on the Subject Tree exceeded the scope of the Easement or exceeded what was necessary for the operation and maintenance of the nearby PG&E facilities. To the extent the remaining allegations in Paragraph 70 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 70.

71. PG&E denies that it lacked authority to perform the vegetation work at issue. To the extent the allegations in Paragraph 71 constitute legal conclusions, no responsive pleading is required. To the extent a response is required, PG&E denies each and every remaining allegation in Paragraph 71.

III. RELIEF REQUESTED

1. PG&E denies that the Complainants are entitled to the relief sought.
2. PG&E denies that the Complainants are entitled to the relief sought.
3. PG&E denies that the Complainants are entitled to the relief sought.
4. PG&E denies that the Complainants are entitled to the relief sought.

5. PG&E denies that the Complainants are entitled to the relief sought.

6. PG&E denies that the Complainants are entitled to the relief sought.

IV. PROCEDURAL MATTERS

PG&E agrees with the categorization of this proceeding as adjudicatory and that a hearing may be required.

If a hearing is required, PG&E frames the issues to be considered as follows:

1. Whether the work performed on the Subject Tree complied with applicable laws, standards or policies.

2. Complainant is not entitled to the relief sought.

PG&E does not waive any evidentiary objections to the exhibits attached to the complaint.

V. AFFIRMATIVE DEFENSES

1. FIRST, SEPARATE, AND AFFIRMATIVE DEFENSE - Lack of Standing

Complainant does not have standing to assert certain claims against PG&E, or to seek the relief sought, including but not limited to any effort by this complaint to seek to quiet title or to impose fines or penalties.

2. SECOND, SEPARATE, AND AFFIRMATIVE DEFENSE - Lack of Subject Matter Jurisdiction

The Commission does not have subject matter jurisdiction over claims asserted in the complaint, including but not limited to any effort by this complaint to seek to quiet title or to impose fines or penalties.

3. THIRD, SEPARATE, AND AFFIRMATIVE DEFENSE - Failure to State a Cause of Action

The complaint as a whole and each purported claim for relief fails to state facts sufficient to constitute a cause of action against PG&E.

4. FOURTH, SEPARATE AND AFFIRMATIVE DEFENSE – Failure to State a Claim

The Complaint fails to state a claim under Commission Rule 4.1(a)(1) because it fails to set “forth any act or thing done or omitted to be done by [PG&E] . . . in violation, or claimed to be in violation, of any provision of law or of any order or rule of the Commission.” PG&E has not violated any law or order or rule of the Commission.

5. FIFTH, SEPARATE, AND AFFIRMATIVE DEFENSE - Vague, Uncertain, Ambiguous

The complaint is vague, uncertain, and ambiguous. It does not adequately advise PG&E or the Commission of the grounds of the complaint or what PG&E has purportedly done that would entitle Complainant to the relief requested.

6. SIXTH, SEPARATE, AND AFFIRMATIVE DEFENSE - Compliance with Orders and Rules

Complainants are barred from relief because PG&E has complied with all applicable orders and rules, including but not limited to Public Utilities Code Section 702, General Order 95, General Order 165, and Resolution ESRB-4.

7. SEVENTH, SEPARATE, AND AFFIRMATIVE DEFENSE - Good faith

PG&E has acted reasonably and in good faith at all material times based on all relevant facts and circumstances known by it at the time so acted.

8. EIGHTH, SEPARATE, AND AFFIRMATIVE DEFENSE - Real Party in Interest

Complainant is not the real party in interest to file the action.

9. NINTH, SEPARATE AND AFFIRMATIVE DEFENSE - Permission

PG&E had permission from the actual property owners to act in a certain manner on the property and/or had land rights allowing such actions.

10. TENTH, SEPARATE AND AFFIRMATIVE DEFENSE - No actual injury

Complainants have suffered no actual injury from alleged acts in the complaint.

11. ELEVENTH, SEPARATE AND AFFIRMATIVE DEFENSE - Speculative damages

Complainants are seeking to recover damages that are not adequately specified and which are speculative in nature.

12. TWELFTH, SEPARATE AND AFFIRMATIVE DEFENSE - Excessive Fines and Penalties

Complainants seek imposition of unreasonable and excessive penalties and fines in violation of the Eighth and Fourteenth Amendments of the United States Constitution.

Reservation of Additional Affirmative Defenses

PG&E cannot fully anticipate at this time all defenses that may be applicable. Accordingly, PG&E reserves the right to assert additional affirmative defenses if and to the extent such affirmative defenses are later discovered and found to be applicable.

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IV. CONCLUSION

PG&E has not violated any applicable law, order, rule, or tariff. The Complaint and requested relief should be denied.

Respectfully submitted,

By: /s/ Lauren Ruby
LAUREN RUBY

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Dated: April 8, 2026

Attorney for
PACIFIC GAS AND ELECTRIC COMPANY

VERIFICATION

I am an officer of the defendant corporation herein, PACIFIC GAS AND ELECTRIC COMPANY, and am authorized to make this verification on its behalf. I have read the foregoing *Answer of Pacific Gas and Electric Company (U39E) to Complaint of Konkow Partners LLC*. The statements in the foregoing document are true to my own knowledge, except as to matters which are therein stated on information or belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 8, 2026, at San Francisco, California.

Gabriel Briggs

Gabriel Briggs
Assistant Corporate Secretary
Pacific Gas and Electric Company