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Edison Company and Edison International**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JEREMY GURSEY, an individual,

Plaintiffs.

v.

SOUTHERN CALIFORNIA EDISON
COMPANY, a California Corporation;
EDISON INTERNATIONAL, a California
Corporation, and DOES 1-200, inclusive,

Defendants.

Lead Case No.: 25STCV00731
and Related Cases

Assigned for all purposes to:
Judge: Hon. Laura A. Seigle
Dept: 17

**AMENDED JOINT CASE
MANAGEMENT
STATEMENT**

Case Management Conference
Date: November 18, 2025 Time:
10:00 a.m.
Dept: 17

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Edison Company and Edison International**

I. PARTIES TO THIS ACTION

A. Individual Plaintiffs

Individual Plaintiffs are a group of individuals, whether persons or business entities, seeking all recoverable compensation for damages arising from the Eaton Fire. Rahul Ravipudi of Panish | Shea | Ravipudi LLP, Gerald Singleton of Singleton Schreiber LLP, and Amanda Riddle of Corey, Luzaich, de Ghetaldi & Riddle LLP, serve as Individual Plaintiffs' Liaison Counsel.

B. Subrogation Plaintiffs

Subrogation Plaintiffs include the insurance companies seeking subrogation for paid damages arising from the Eaton Fire. Jordan Everakes of Grotefeld Hoffmann, Amanda R. Stevens of Schroeder Loscutoff Stevens LLP, Howard D. Maycon of Cozen O'Connor, and Matthew E. Delinko of Bauman Loewe Witt & Maxwell are Subrogation Plaintiff Liaison Counsel. Currently, the Subrogation Plaintiffs in the Eaton Fire Litigation are represented by multiple law firms. Subrogation Plaintiffs will provide an updated Matrix of carriers and counsel to the clerk via email in advance of the Case Management Conference in accordance with CMO 1.

C. Public Entity Plaintiffs

Public Entity Plaintiffs include but are not limited to various government entities, political subdivisions of the State of California, counties, cities, special districts, school districts, water agencies, water suppliers, municipal charters, municipal corporations, conservation authorities, independent schools, educational providers, operating companies, community centers, and/or other entities seeking damages and other relief as a result of the Eaton Fire. John Fiske and Torri Sherlin of Baron & Budd P.C., and Ed Diab and Kristen Barton of Diab Chambers LLP are Liaison Counsel for Public Entity Plaintiffs.

To date, the following Public Entity Plaintiffs have filed lawsuits against Defendants Southern California Edison Company and Edison International in connection with the Eaton Fire:

- County of Los Angeles
- Los Angeles County Flood Control District
- Consolidated Fire Protection District of Los Angeles County
- City of Pasadena

- City of Sierra Madre
- Pasadena Unified School District
- Kinneloa Irrigation District
- Lincoln Avenue Water Company
- Las Flores Water Company
- Rubio Canon Land and Water Association
- Mountains Recreation and Conservation Authority
- Rose Bowl Aquatics Center
- Pasadena Center Operating Company
- Pasadena Glen Community Services District
- Altadena Library District
- Rose Bowl Operating Company

Public Entity Plaintiffs anticipate that additional Public Entities will file in this matter in the near term. Public Entity Plaintiffs will provide an updated matrix of all filed Public Entity Plaintiffs and their counsel to the clerk via email in advance of the Case Management Conference in accordance with CMO 1.

D. Defendants Southern California Edison and Edison International

Defendants Southern California Edison and Edison International (“Defendants”) are named defendants in the Eaton Fire Litigation. Defendants are represented by Hueston Hennigan LLP.

Pursuant to CMO 1, Defendants have prepared a list of newly filed individual, subrogation, and public entity lawsuits related to the Eaton Fire Litigation so that they may be consolidated with the lead case for pre-trial purposes only. The list will be filed and provided to the Court before the Case Management Conference.

II. TRIAL SCHEDULE

Plaintiffs’ Position re Expert Discovery Schedule

The Court’s October 2, 2025, minute order set a pre-trial schedule for the January 25, 2027 trial. In the schedule the Court advanced the deadline for expert disclosures to September 4, 2026 followed by a September 25, 2026 deadline to file motions for summary judgment and submit supplemental expert

1 disclosures. Plaintiffs request these two dates be flipped so that the MSJ deadline is September 4, 2026
2 and the Expert Disclosure Deadline is September 25, 2026.

3 Plaintiffs recognize all courts have the inherent power to control the proceedings before them,
4 and to formulate rules of procedure where justice demands it. (See Code Civ. Proc. §§ 128, 187;
5 *Rutherford v. Owens- Illinois, Inc.* (1997) 16 Cal.App.4th 953, 966, 967; *Estrada v. Royalty Carpet*
6 *Mills, Inc.* (2024) 15 Cal.App.5th 582, 618-620.) Trial courts have a wide latitude in exercising
7 discretion to control and regulate their calendars. (See *People v. The North River Ins. Co.* (2011) 200
8 Cal.App.4th 712; see also California Rules of Court, rule 3.729.)

9 Under California Code of Civil Procedure § 2034.230(b), the date for the exchange of expert
10 witness information is typically 50 days before the initial trial date, or 20 days after service of a demand,
11 whichever is closer to a trial date, “unless the court, on a motion and a showing of good cause, orders an
12 earlier or later date of exchange.” Under the Code, a Motion for Summary Judgment must *always* be
13 filed before expert witnesses are disclosed and expert discovery taken. Here there was no motion or
14 showing of good cause as to why the order of the Code should not be followed. Defendants’ desire to
15 file a Motion for Summary Judgment following expert disclosures alone does not amount to good cause.

16 A party may, of course, choose to file a Motion for Summary Judgment based on their own
17 expert opinions. However, “[in] light of the rule of liberal construction, a reasoned explanation required
18 in an expert declaration filed in opposition to a summary judgment motion need not be as detailed or
19 extensive as that required in expert testimony presented in support of a summary judgment motion or at
20 trial.” (Internal quotations and citations omitted.) (*Garrett v. Howmedica Osteonics Corp.*, (2013) 214
21 Cal.App.4th 173, 189.) “It is sufficient, if an expert declaration establishes the matters relied upon in
22 expressing the opinion, that the opinion rests on matters of a type reasonably relied upon, and the bases
23 for the opinion. [Citation.]” (*Powell v. Kleinman* (2007) 151 Cal.App.4th 112, 123, quoting *Sanchez v.*
24 *Hillerich & Bradsby Co.* (2002) 104 Cal.App.4th 703, 718.)

25 Given that when considering a declaration in opposition, “the declaration submitted by the
26 plaintiff did not have to be detailed, was entitled to all favorable inferences and was deemed sufficient to
27 defeat the summary judgment motion.” (*Powell, supra* at 125.)
28

1 In sum, Plaintiffs should not be required to put forward their full causational opinions and have
2 their experts deposed well in advance of trial simply because Defendants *may* choose to file a Motion
3 for Summary Judgment. Thus, while Plaintiffs are agreeable to a schedule which differs from Code,
4 Plaintiffs request the Motion for Summary Judgment deadline be in advance of the Expert Disclosure
5 Deadline and suggest these two dates merely be switched in the current schedule.

6 **Defendants' Position**

7 The Court should deny Plaintiffs' efforts to once again change a deadline after it has already
8 been raised and argued by the Parties and ordered by the Court. As discussed during multiple Case
9 Management Conferences and after considering the Parties' positions about the needs of this case, the
10 Court ordered expert disclosures should occur before the parties file and respond to motions for
11 summary judgment. Plaintiffs noted during the September 3, 2025 CMC that they expect to rely on at
12 least the following experts in MSJ briefing: causation experts; risk analysis experts; and corporate
13 governance experts. *See* Sept. 3, 2025 Tr. at 17:20-23. Based in part on these representations from
14 Plaintiffs and the overall complexity of the case, Defendants then proposed pre-trial deadlines in its
15 September 30, 2025 Case Management Statement, filed prior to the October 2, 2025 CMC. *See* Sept.
16 30, 2025 Joint Case Mgmt. St. at 14-16. Defendants explained in detail that liability expert disclosures
17 were needed with sufficient time in advance of filing of motions for summary judgment. *See* Sept. 3,
18 2025 Tr. at 7-11. Like they do here, Plaintiffs argued that expert disclosures should be after motions for
19 summary judgment because the code does not contemplate "a disclosure to help Edison file a motion for
20 summary judgment" and because Defendants "don't require [Plaintiffs'] experts to" file. *See* Exhibit 9
21 (Oct. 2, 2025 Tr.) at 40:22-41:12.

22 The Court, however, rejected such arguments, explaining that the Court was "moving code
23 requirements so that we can have a reasoned and not really, really rushed last month or two before trial."
24 *See* Exhibit 9 (Oct. 2, 2025 Tr.) at 41:8-10; *see also id.* at 34:14-20. Thus, following the multiple stages
25 of the Parties' written submissions and argument, the Court ordered the expert disclosure deadline to
26 occur prior to the summary judgment motion deadline. *See* Oct. 7, 2025 Minute Order at 2-3.

27 A trial court's discretion and broad power to oversee complex litigation is a "critical necessity."
28 *First State Ins. Co. v. Sup. Ct.* (2000) 79 Cal. App. 4th 324, 334. This includes the power to modify

1 certain pre-trial deadlines, including earlier deadlines for expert disclosures upon a finding of good
2 cause. A trial court has broad discretion to determine good cause. *Id.* at 333-34 (reasoning that the
3 court’s “inherent supervisory or administrative powers” includes the power to issue a scheduling-related
4 order “for good cause”). “Good cause for disclosure might be a party’s inability to prepare its claim or
5 defense because he cannot obtain the information elsewhere.” *Hernandez v. Sup.Ct. (Acheson Indus.,*
6 *Inc.)* (2003) 112 Cal. App. 4th 285, 298 (citing *National Steel Products Co. v. Sup. Ct.* (1985) 64 Cal.
7 App. 3d 476, 491). In addition, good cause for early disclosure exists when a party opposes a summary
8 judgment motion based on an expert’s opinion “and there is a legitimate question regarding the
9 foundation of the opinion.” *Hernandez*, 112 Cal.App.4th at 298 (citing *St. Mary Medical Center v. Sup.*
10 *Ct.* (1996) 50 Cal. App. 4th 1531, 1540).

11 And while Plaintiffs recognized the Court’s broad discretion, they have not identified any case
12 precedent that supports their argument that expert disclosures *must* follow the motion for summary
13 judgment deadline. Instead, the cases cited by Plaintiffs deal with a different issue: the standard by
14 which a court will consider an expert declaration submitted in opposition to a summary judgment
15 motion. Specifically, in *Garrett v. Howmedica Osteonics Corp.*, the appellate court merely decided
16 whether it was proper for the trial court to sustain objections to an expert declaration filed in support of
17 an opposition to a summary judgment and whether the trial court liberally construed the evidence set
18 forth in opposition to a summary judgment motion as required. (2013) 214 Cal.App.4th 173, 189. The
19 appellate court did not rule on, or even consider, whether it would have been proper to require an earlier
20 expert disclosure deadline. The other case Plaintiffs cite, *Powell v. Kleinman*, similarly dealt with the
21 sufficiency of the plaintiff’s expert declaration filed in opposition to the defendant’s motion for
22 summary judgment. 151 Cal.App.4th 112, 125-6, 128-9. These issues are distinct from the question
23 before the Court now: whether good cause exists to keep the expert disclosure deadline just a few weeks
24 prior to the summary judgment motion filing deadline. For the reasons previously discussed before this
25 Court, good cause exists here to keep the current deadlines for expert disclosures and filing of summary
26 judgment motions.

III. MEDIATION

Individual Plaintiffs and Defendants

As the Court ordered, Individual Plaintiffs and Defendants met and conferred regarding the selection of an “agreed-upon mediator” and “when Defendants will be ready to mediate.” (October 2, 2025 Minute Order.) Defendants informed Individual Plaintiffs that they were not willing to mediate at this time. With regard to the selection of a Special Master to facilitate the development of a mediation protocol, Defendants did not agree to Individual Plaintiffs’ proposal and offered two names in response.

Individual Plaintiffs’ Position

When Defendants rejected Individual Plaintiffs’ proposal of a Special Master and offered two names in response, they also emphasized that discussing the selection of a potential Special Master in no way means there is any interest in settlement discussions or developing a settlement protocol at this time. This position is confirmed by their statements below where they claim that a full, fair, and good faith mediation is premature while, at the same time, peddling their discount settlement program as “transparent.”

What is abundantly clear is that Defendants want to waste judicial resources and subject the community they destroyed to needless delay. To be clear, that delay is because of Defendants’ bad faith and obstinance, not due to any meritorious defense that they may have.¹ This is neither rhetoric nor Individual Plaintiffs’ advocacy but rather borne out in the actual statements and representations made by Edison and its executive officers.

¹ Just this morning, Edison CEO Pedro Pizarro was *again* quoted stating that Edison’s equipment is the likely cause of the Eaton Fire and promising swift payouts to Eaton Fire survivors *willing to forgo lawsuits*. In addition, “Pizarro said that he and the company have pledged to be transparent about details of the fire’s cause.” As Plaintiffs have shared with the Court repeatedly during discovery conferences, this statement is patently untrue. (See Exhibit 1, attached hereto: Edison’s CEO vows swift payments to fire victims, saying utility’s equipment likely at fault in Eaton Fire, obtained from: <https://www.latimes.com/environment/story/2025-11-13/edisons-ceo-vows-swift-payments-to-fire-victims-saying-utilitys-equipment-likely-at-fault-in-eaton-fire>.)

1 **A. Edison Consistently Acknowledges They Started the Eaton Fire**

2 On October 28, 2025, Defendants filed their SEC form 10Q for the period ending September 30,
3 2025.² In that document, Defendants say, “In light of pending litigation, it is probable that Edison
4 International and SCE will incur additional material losses in connection with the Eaton Fire.” Edison
5 continues in its statement to its shareholders saying that, “it is not aware of evidence pointing to another
6 possible source of ignition. Absent additional evidence, SCE believes that it is likely that its equipment
7 could be found to have been associated with the ignition of the Eaton Fire and is pursuing settlement of
8 claims...” Indeed, the next day Pedro Pizzaro, Edison’s CEO, stated, “we’ve already determined
9 there’s a probable loss here, so rather than go through the normal litigation cycle that takes years and
10 years, we would rather move forward, help people get compensation much earlier.”³

11 Despite these facts and public statements, Defendants continue to stand before this Court
12 asserting that they cannot and will not participate in mediations because liability discovery is
13 incomplete. Defendants contend they need the final investigative report, further development of the
14 factual record, and the inclusion of unidentified additional parties before they can resolve cases. (A true
15 and correct copy of the pertinent pages of the transcript from the October 2, 2025, Case Management
16 Conference are attached hereto as Exhibit 4.)

17 Edison’s 10Q continues to reveal how disingenuous its representations to this Court are. While
18 Edison claims they are not in a position to engage in any settlement discussions, in “September 2025,
19 SCE entered into an agreement (the ‘Eaton Subrogation Settlement’) with an insurance claimant in the
20

21 ² Attached hereto as Exhibit 2 are true and correct copies of the pertinent pages of Edison
22 International’s SEC form 10Q, for the period ending September 30, 2025, filed on October 28, 2025,
23 and obtained from Edison International’s website at:
24 [https://app.quotemedia.com/data/downloadFiling?webmasterId=104718&ref=319532517&type=HTML
&cdn=2713aea55dbba9bed87d4fa550198383&formType=10-
25 Q&formDescription=General+form+for+quarterly+reports+under+Section+13+or+15%28d%29&dateFiled=2025-10-28&cik=827052](https://app.quotemedia.com/data/downloadFiling?webmasterId=104718&ref=319532517&type=HTML&cdn=2713aea55dbba9bed87d4fa550198383&formType=10-Q&formDescription=General+form+for+quarterly+reports+under+Section+13+or+15%28d%29&dateFiled=2025-10-28&cik=827052).

26 ³ Attached hereto as Exhibit 3 is the news article “SCE launches Eaton fire compensation fund,
27 increasing eligible homes and payments to children”, obtained from
28 [https://www.ocregister.com/2025/10/29/sce-launches-eaton-fire-compensation-fund-increasing-eligible-
homes-and-payments-to-children/?preview_id=11220780](https://www.ocregister.com/2025/10/29/sce-launches-eaton-fire-compensation-fund-increasing-eligible-homes-and-payments-to-children/?preview_id=11220780) (“Pizarro said SCE’s compensation program
could help minimize the exposure ...”).

1 Eaton Fire litigation (the ‘Subrogation Claimant’))” who has incurred over \$500 million in payments to
2 policy holders with more to come. (Exhibit 2, at p. 8.) Negotiating what is likely an over one-billion-
3 dollar loss hardly sounds like a defendant unable and unwilling to engage in settlement discussions.

4 Given these circumstances, Defendants’ plan is clear: delay litigation and refuse mediation in
5 order to force vulnerable fire victims into accepting deeply discounted settlements.

6 **B. Defendants’ Out of Court “Compensation Program” is a Unilaterally Drafted Litigation**
7 **Based Settlement Communication Made in Bad Faith**

8 Contrary to Edison’s CEO’s representations that they want to “help people get compensation
9 earlier” for the devastation Edison caused in igniting the Eaton Fire, Edison chose to do the exact
10 opposite of offering full and fair compensation. On October 29, 2025, Defendants launched their
11 “Wildfire Recovery Compensation Program”. (A true and correct copy of the Program is attached
12 hereto as Exhibit 5.) In doing so, Pizarro explained that “SCE’s compensation program could help
13 minimize the exposure to the [California] [W]ildfire [F]und,” admitting that it is designed to
14 undercompensate fire victims. (Exhibit 3.)

15 Indeed, members of the public recognize that Edison’s Program was “designed to pressure
16 people into a low-ball settlement because they need the money now.”⁴ The view is that, with respect to
17 homes damaged but still standing, “Edison’s plan offers a flat compensation fee of \$10,000 for each
18 structure” amounting to “hundreds of thousands of dollars of damage being reduced to a token \$10,000
19 sum.” (Exhibit 6.)

20 Everyone sees through Edison’s parlor tricks because the deception is so obvious:

21 ***First***, Defendants – the ones who harmed Individual Plaintiffs – control the terms, process,
22 review, and determination of how much each Individual Plaintiff will be paid. The unilateral and non-
23 transparent offer is non-negotiable.

24
25
26
27 ⁴ Attached hereto as Exhibit 6 is the news article “Edison is changing how it plans to pay Eaton Fire
28 victims. What you need to know” obtained from [https://laist.com/news/climate-environment/socal-
edison-compensation-program-changes](https://laist.com/news/climate-environment/socal-edison-compensation-program-changes).

1 **Second**, even the “Fast Pay” process will not be fast. Edison will not consider a “Fast Pay”
2 application unless and until **Edison unilaterally decides** that the application is “substantially complete.”
3 Historically, during settlement negotiations, Edison often claims in bad faith that information is missing
4 in an effort to delay the process.

5 When an Eaton Fire victim decides not to accept the low ball Fast Pay determination, Edison will
6 do a “Detailed Review” of the claims which comes with even more significant delay, demands for
7 considerably more documentation, and the boldly stated threat that the determination could be lowered,
8 the purpose of which is to further pressure fire survivors into accepting the low “Fast Pay” offer. Should
9 a fire victim succumb to Edison’s predatory practices and accept the discounted settlement offered, they
10 still will not get paid unless and until **Edison unilaterally decides** that all “conditions” in the Settlement
11 Agreement and Release are “satisfied”.

12 **Third**, Defendants use scare tactics to coerce fire victims to under report their damages. For
13 example, Edison states that it will refer Individual Plaintiffs to “federal, state, and local law enforcement
14 agencies for possible investigation and prosecution,” if **Edison unilaterally decides** that an Individual
15 Plaintiff makes a “false statement” in its application. When someone under reports, Edison retains the
16 opportunity to use such communications to later prejudice Individual Plaintiffs’ damages calculations.
17 In other words, Edison’s claim that there is no harm in participating in the Program is belied by the
18 terms and conditions.

19 **C. Defendants’ Continued Direct Communications with Represented Individuals**

20 Most troubling is Defendants’ continued communications with represented Individual Plaintiffs
21 about the Program. This plainly violates Rule 4.2, yet Defendants continue to do it despite repeated
22 cease and desist correspondence from counsel for represented parties. Indeed, Defendants continue to
23 hold “workshops” for the community, encouraging represented parties to attend, and engaging directly
24 with them about the resolution of their cases. Edison has sent emails directly to represented individuals.
25 Edison has called represented individuals. Edison has **literally** knocked on the doors of represented
26 individuals. All these actions violate California ethical rules. Instead of ceasing their unethical
27 practices, Edison characterizes them as “customer communications,” and claims that the represented
28 Individual Plaintiff misunderstood the nature of the communication. If an Eaton Fire survivor is

1 confused by Edison's communications, it is because those communications are misleading. But this is
2 irrelevant to Defendants whose sole goal is, as Pizarro stated, to "minimize the exposure..." (Exhibit 3.)
3 Defendants know that coming between represented individuals and their counsel will further that goal.⁵

4 **D. Edison Continues to Play with Fire**

5 This Court, however, is not a tool that Defendants should be able to utilize for their purpose.
6 While Edison states publicly that its equipment caused the Eaton Fire, it misrepresents the evidence to
7 this Court and claims it needs to further develop the factual record before discussing resolution of
8 cases.⁶ While Edison states publicly that its goal is to settle quickly with Eaton Fire survivors in an
9 effort to save itself and other investor-owned utilities money, it refuses to enter into a mediation protocol
10 with Individual Plaintiffs and work toward a full, fair, and negotiated resolution of these cases.⁷ While
11 Edison communicates directly with represented Individual Plaintiffs about resolution of their cases and
12 interferes with the attorney-client relationship, it refuses to engage with those same Individual Plaintiffs'
13 chosen counsel regarding fair resolution.⁸

14 Edison not only continues to waste judicial resources through gamesmanship, but adds
15 insult to injury in the way they continue to mistreat the many thousands of victims of the Eaton Fire.
16 Edison's deceit is creating what will soon be a massive and irreparable rift where many Individual
17 Plaintiffs will no longer have an interest in negotiating with Edison. When faced with a repeated bad
18

19 ⁵ Edison CEO, Pedro Pizarro, in an interview with the Southern California News Group "...noted that
20 claimants are welcome to have attorneys help them work through the SCE program, which provides an
21 extra 10% for attorney costs. However, he challenged lawyers in the "fast pay" track to lower their
22 traditional fees of 25-30%." Such a statement is an attempt to unfairly influence Eaton Fire survivors
while at their most vulnerable and a clear interference with the attorney-client relationship. (Exhibit 3.)

23 ⁶ "Mr. Dixon: SCE at this point in time in not prepared to engage in mediation with individual
24 plaintiffs....Because we are focused on the immense discovery that plaintiffs are serving on us right
now." (Exhibit 4, at p. 19:3-9.)

25 ⁷ "Mr. Dixon: At this point in time, SCE is not willing to discuss mediation with individual plaintiffs."
26 (Exhibit 3, at p. 19:20-21.) "And I just wanted to make clear, as I said previously, SCE's position is it is
premature right now to discuss mediation with individual plaintiffs." (Exhibit 4, at p. 30:2-4.)

27 ⁸ "Mr. Dixon: Yes, Your Honor. Additional reason is there are cross-claimants that will likely be
28 brought in who will need to have a seat at that table and be part of that discussion. So that's another
reason that we feel now is premature to begin talking about that." (Exhibit 4, at p. 20:28-21:4.)

actor acting in bad faith, why would an Individual Plaintiff ever believe that a leopard would lose its spots and magically start negotiating in good faith? Individual Plaintiffs are more likely to trust a jury of their peers.

Edison, by its own actions, is ensuring that hundreds, if not thousands, of cases will go to trial where, in Pizarro's own words, "Edison International and SCE will incur additional material losses." When that happens, Edison will not be in a position to avoid repayment of their debt to the California Wildfire Fund and will inevitably face derivative liability issues on top of everything else.

Defendants' Position

Defendants dispute all allegations of bad faith, which are completely baseless. And while Defendants will focus the remainder of their response on the actual substance of Individual Plaintiffs' statements, Defendants vigorously dispute the misleading characterizations (and unnecessarily inflammatory language) bandied about by Individual Plaintiffs' counsel.

Fundamentally, Individual Plaintiffs take issue with Defendants' right to defend themselves in litigation. Individual Plaintiffs attempt to characterize the litigation as boiling down to the singular question of whether SCE's equipment was associated with the ignition of the Eaton Fire. **As an initial matter, the investigation into the cause of the Eaton Fire is ongoing.** Regardless, Individual Plaintiffs' claims against Defendants are not limited to that sole question. Individual Plaintiffs have brought multiple, serious claims against Defendants, including claims of negligence, inverse condemnation, and nuisance. In addition to compensatory damages, Individual Plaintiffs also seek treble damages and punitive damages. Defendants have a right to assert defenses against these considerable claims and requests for damages and have a right to bring cross-claims against parties that are potentially liable for Plaintiffs' claims.

Contrary to Individual Plaintiffs' continued assertions, Defendants have *never* conceded liability in this litigation or otherwise. This is made clear in the Form 10Q that the Individual Plaintiffs selectively cite to. The Form 10Q actually confirms that Defendants' investigation remains ongoing:⁹

⁹ Similarly, Individual Plaintiffs also take Mr. Pizarro's public comments completely out of context. The article that Individual Plaintiffs cite at Exhibit 3 discusses the California Wildfire Fund, and the fear that the damage from the Eaton fire could deplete it entirely. But the Wildfire Compensation Program is *not*

1 Multiple lawsuits related to the Eaton Fire have been initiated against SCE and Edison
2 International. ***SCE's internal review*** into the facts and circumstances of the Eaton Fire is
3 ***complex and ongoing***. SCE's review includes ongoing inspections of its facilities and
4 records and of third-party information and testing. While ***SCE has not conclusively***
5 ***determined that its equipment caused the ignition of the Eaton Fire***, concerning
6 circumstantial evidence suggests that a de-energized idle SCE transmission facility in the
7 preliminary area of origin ***may have been associated*** with the ignition of the fire.

8 **A. Mediation is, at the Very Least, Premature**

9 Defendants are not prepared to mediate at this time. SCE has never entered into a mediation
10 protocol this early in a wildfire litigation, and for good reason. The Parties are still at the very early
11 stages of developing the factual record. Liability discovery is incomplete—document productions are
12 ongoing and the Parties are just now beginning liability depositions. Key inspections and testing remain
13 outstanding. The formal investigation report has not been released, at which point additional discovery
14 will commence. And, importantly, all potentially responsible entities are not yet in the case. Defendants
15 require and are entitled to the opportunity to develop and assert factual and legal defenses before any
16 decision about whether to mediate can be made.

17 To be clear, Defendants are neither supporting nor declining mediation. It is simply too early to
18 address these issues.

19 **B. SCE's Wildfire Recovery Compensation Program is Voluntary and Designed to Provide**
20 **Transparent, Fair and Prompt Compensation**

21 SCE announced the Wildfire Recovery Compensation Program to allow community members, *if*
22 *they so choose*, to obtain financial support to begin rebuilding, without having to wait for the conclusion
23 of the investigation and litigation. That program is being developed separate and apart from litigation.¹⁰
24 Plaintiffs' characterization of the program is misleading and misplaced. This ***voluntary*** program

25 "designed to undercompensate fire victims" as Individual Plaintiffs claim. Instead, it was developed to
26 allow community members, who wished to do so, to obtain financial support for rebuilding earlier
27 without having to wait for the conclusion of litigation.

28 ¹⁰ The announcement of the wildfire compensation program is explicitly not a concession of causation or
liability. Cal. Evid. Code § 1152 ("[e]vidence that a person has, in compromise or from humanitarian
motives, furnished or offered or promised to furnish money . . . to another . . . is inadmissible to prove
his or her liability for the loss or damage or any part of it.") (emphasis added).

(available for community members who have or have not filed cases) places no impediment to the litigation and does not preclude Defendants' right to defend themselves fully in litigation.

Defendants must address each of the Individual Plaintiffs' baseless claims in turn:

First, SCE is not acting unilaterally or in a non-transparent matter. SCE has a website set up for the program that contains detailed information regarding how it works and how to apply. The website also includes the Wildfire Recovery Compensation Program Protocol (the "Protocol"), which includes detailed explanations including economic loss and non-economic valuation methodologies for the program.¹¹

Further, as SCE outlined in previous Joint Case Management Statement, SCE is working with Kenneth R. Feinberg and Camille S. Biros—renowned leaders in compensation fund design and administration—to consult on the design of this program. Mr. Feinberg and Ms. Biros have decades of experience developing compensation funds, including their work with the September 11th Victim Compensation Fund of 2001 and many similar programs. Direct claims programs have been instrumental in allowing those impacted by prior significant events to begin rebuilding earlier without waiting for the inherently lengthier and uncertain process of litigation.

On September 17, 2025, a draft of the wildfire compensation program was publicly released for comment by all stakeholders, including Individual Plaintiffs' counsel, along with a schedule of in-person and virtual feedback sessions. Those feedback sessions have been widely attended, including by Individual Plaintiffs' liaison counsel.

Second, SCE has no desire to delay this process. To clarify, the program consists of two potential review tracks, Fast Pay and Detailed Review. Fast Pay is a simplified claims process with fewer steps, limited documentation, and a quick turnaround. Claimants receive a compensation offer within 90 days of submitting a complete claim and all required documentation. SCE will analyze the documentation and calculate an offer based on the formulas provided in the Protocol. After the claimant

¹¹ https://download.edison.com/406/files/20259/wildfire-recovery-compensation-program-protocol.pdf?Signature=TR0knhxq%2BjyZZQ1%2Fia2YHj9a2AI%3D&Expires=1762961396&AWSAccessKeyId=AKIATACLJRQCT2IBV7MN&versionId=2N.zeHWX9B8tCMYRkrYv.erCqAL_hvHl&response-content-disposition=attachment.

1 has received their Fast Pay offer, they may seek reconsideration by requesting a comprehensive
2 evaluation of their loss, requiring more documentation and processing time. SCE estimate that
3 claimants that request a Detailed Review will receive an offer within nine months.¹²

4 SCE has tried to make this program as quick and painless as they can for claimants, but they also
5 must do their due diligence. The requirement that claimants submit required documents in order for a
6 claim submission to be deemed complete should not be controversial. SCE must be able to ensure that it
7 can prevent fraud and abuse of the program by bad actors.

8 **Third**, Individual Plaintiffs' claims regarding "scare tactics" are ridiculous. Again, SCE must
9 ensure that there are protocols in place to prevent fraudulent activity. It is curious why Individual
10 Plaintiffs would identify this as a negative, as fraudulent claims will only take away from legitimate
11 claimants.

12 In sum, Individual Plaintiffs' fearmongering about the program should stop. The program is
13 completely voluntary. Claimants are under no obligation to participate, and each Claimant can pursue
14 information about potential compensation through the program without any commitment to accept the
15 program's offer. If Individual Plaintiffs' counsel wish to advise their clients against submitting a claim
16 for a non-binding, no risk offer, that is their prerogative.

17 **Finally**, the Wildfire Recovery Compensation Program also advances important state public
18 policy priorities, including working to ensure that more of the Wildfire Fund (after settlement
19 expenditures exceed \$1 billion) goes directly to wildfire claimants. The program furthers the Wildfire
20 Fund's mission to strengthen the Fund's durability.

21
22
23
24 ¹² Individual Plaintiffs' claim that Defendants' program offers "a flat compensation fee of \$10,000 for
25 each structure" amounting to "hundreds of thousands of dollars of damage being reduced to a token
26 \$10,000 sum" is simply not true. The Fast Pay option for each structure with non-burn damage from
27 smoke, soot, or ash infiltration is \$10,000 for non-burn damage (and this \$10,000 amount is not reduced
28 by insurance paid; in fact, claimants can continue to pursue their insurers), along with additional
amounts, including for landscaping damage, loss of use, and non-economic damages, such that an owner
with smoke and ash damage could receive tens of thousands of dollars to over \$100,000 in some
instances.. Additionally, each claimant always has the option to request a Detailed Review for a more
tailored damages amount.

1 C. *Defendants are Not Violating Ethical Rules*

2 SCE takes seriously its obligations under California Rules of Professional Conduct, including
3 Rule 4.2's prohibition on direct or indirect communications with represented parties. The Wildfire
4 Recovery Compensation Program is operated in compliance with those obligations.

5 The program provides an optional framework for resolving claims arising from the Eaton Fire. It
6 is open to all potential claimants—represented and unrepresented—and participation is entirely
7 voluntary. SCE does not negotiate or discuss claim-specific matters with parties known to be
8 represented by counsel. When SCE is aware that a claimant is represented by counsel, communications
9 are directed to or through that attorney. SCE also maintains procedures to identify represented claimants,
10 including cross-checking names provided by law firms against SCE's databases. If there is any question
11 about a claimant's representation status, the matter is referred to counsel to verify before any further
12 engagement.

13 Individual Plaintiffs refer to community workshops. These workshops are public and they serve
14 a general informational purpose—describing the existence and structure of the program—rather than
15 engaging in individualized or two-way discussions about specific claims. Consistent with Rule 4.2, they
16 are not directed to any identified represented individual and do not solicit or attempt to negotiate any
17 particular claim.

18 SCE has investigated any instance in which Individual Plaintiffs' counsel has alleged
19 communication with a represented party. In these instances, the referenced communication was often an
20 email sent to a customer who signed up for more information without providing a name (which could be
21 cross-checked against names of represented parties). On one occasion, the referenced communication
22 appeared to be a phone call related to power restoration (i.e., an SCE communication to a customer
23 regarding power service and unrelated to this litigation). And contrary to Individual Plaintiffs'
24 statement, SCE representatives have not knocked on anyone's doors to discuss the program. In response
25 to Individual Plaintiffs' allegations in this Statement, SCE's counsel immediately asked for details
26 regarding the referenced communications to allow SCE to evaluate Individual Plaintiffs' assertions and
27 address them appropriately. As of the date of this filing, Individual Plaintiffs have not provided any
28 specific information.

1 In short, SCE takes all claims of direct communications regarding their claims with represented
2 individuals very seriously and is committed to ensuring that all aspects of the wildfire compensation
3 program are conducted in full compliance with applicable professional rules.

4 **D. Additional Parties Will be Added to This Litigation**

5 As set forth previously, the litigation also does not yet involve all of the potentially culpable
6 parties. As previously indicated, Defendants submitted claims presentations a few months ago to certain
7 public entities that may be potentially involved and has also been investigating private entities. SCE has
8 also served numerous sets of discovery on the Public Entity Plaintiffs to obtain additional information
9 regarding brush clearing, evacuation failures, water, and other categories of information. SCE requires
10 this discovery in order to evaluate and substantiate its pending cross-claims, and the parties remain in
11 negotiations regarding the scope of the Public Entity Plaintiffs' responses. The timing of Public Entity
12 Plaintiffs' responses impacts the timing of Defendants' cross-claims, and to date, many of the critical
13 Public Entity Plaintiff discovery responses have been delayed. It is premature to require the parties to
14 negotiate a mediation protocol before all of the required parties are brought into the case and able to
15 participate in these discussions.

16 **Subrogation Plaintiffs and Defendants**

17 Counsel for SCE and Subrogation Liaison Counsel met and conferred regarding mediators and
18 the timing of a potential mediation. SCE conveyed that it is premature to discuss the timing of
19 mediation. The Parties did discuss potential mediators, and believe that they will be able to reach an
20 agreement in that regard.

21 Subrogation Plaintiffs note the settlements with insurance carriers announced by SCE, and
22 discussed in Individual Plaintiff's position above, were not with any subrogating carrier which has filed
23 a complaint in this action.

24 **Public Entity Plaintiffs and Defendants**

25 Public Entity Plaintiffs and Defendants met and conferred regarding the selection of a mediator
26 and the timing for mediation of the public entity cases. Defendants similarly indicated to Public Entity
27 Plaintiffs that discussions related to the timing of mediation are premature; however, Public Entity
28 Plaintiffs and Defendants believe they will reach agreement on selection of a mediator.

1 **IV. DISCOVERY REFEREE**

2 Plaintiffs seek the appointment of a Discovery Referee. Plaintiffs requested that Defendants
3 stipulate to such an appointment. Defendants are amenable to considering a Discovery Referee and
4 propose that the Parties meet and confer regarding potential Discovery Referees and the scope of the
5 Referee's role. The Parties will meet and confer and submit a stipulation to the Court.

6 **V. MOTIONS FOR SUMMARY JUDGMENT**

7 **Plaintiffs' Position**

8 Plaintiffs object to Defendants' schedule below that provides Plaintiffs only 56 days (five days
9 less than called for by the Code) to oppose their motions for summary judgment, with those dates
10 running through the holiday season, especially because Plaintiffs will likely need to conduct
11 depositions in preparation for their oppositions, and then gives Defendants more than three times the
12 amount of time called for by the Code to reply. Plaintiffs ask the Court to set a hearing date with a
13 reasonable corresponding schedule to be discussed at the CMC.

14 **Defendants' Position**

15 Defendants intend to file at least two early motions for summary judgment. The first is a motion
16 for summary judgment on all of claims against Edison International in Individual Plaintiffs' and Public
17 Entities' Master Complaint.¹³ Defendants propose the following briefing schedule¹⁴:

- 18 • November 25, 2025: File Motion for Summary Judgment
19 • January 20, 2026: File Opposition to Motion for Summary Judgment
20 • February 20, 2026: File Reply in Support of Motion for Summary Judgment

21 The second is a potential motion for summary adjudication directed at Plaintiffs' inverse
22 condemnation claim. For example, Plaintiffs' pleadings and liability discovery contend that the ignition
23 or thermal event that allegedly caused the Eaton Fire occurred at or near Tower 208 on the Mesa-Sylmar
24 transmission line, which had been out of service and not energized since approximately 1971 and was not
25 providing electricity to any member of the public on January 7, 2025. Defendants are evaluating potential
26

27 ¹³ Subrogation Plaintiffs' Master Complaint does not include any claims against Edison International.

28 ¹⁴ Liaison counsel previously stated that they would "shorten the time" for summary judgment motions
and that, specifically for this summary judgment motion regarding claims against Edison International,
they "have the response." See Sept. 3, 2025 Tr. at 21:28-22:3.

1 bases for summary adjudication that may be resolved on a limited set of undisputed facts, including
2 whether the “public use” element is satisfied when, at the time and place of the alleged taking, the facilities
3 where ignition occurred were idle, not energized, and not providing electricity service to the public.
4 Defendants are continuing to evaluate this claim and will meet and confer with Plaintiffs regarding an
5 early summary adjudication briefing schedule.

6 **VI. DEPOSITION PROTOCOL**

7 CMO No. 1 addresses the noticing and document production for PMQ depositions. For
8 depositions of other fact witnesses, including representatives of Defendant Edison, and lay witnesses,
9 the Parties propose the timing and process specified in Proposed CMO 10, attached hereto as Exhibit 7.

10 **VII. TESTING OF EQUIPMENT**

11 Additional examination of various artifacts collected to date continues to occur, with additional
12 laboratory and visual examinations scheduled for the remainder of the year.

13 **VIII. SERVICE OF INDIVIDUAL PLAINTIFF QUESTIONNAIRES**

14 BrownGreer will assume the service of Individual Plaintiff Fact Sheets, Liability Questionnaires,
15 Damages Questionnaires and Document Checklists. BrownGreer will provide regular reporting to
16 Counsel for Defendants and Liaison Counsel for Individual Plaintiffs of all questionnaires served. It
17 will remain the responsibility of all counsel for respective Individual Plaintiffs to track due dates for
18 those clients. The process is addressed in Proposed CMO 10, attached hereto as Exhibit 7.

19 **IX. INDIVIDUAL PLAINTIFFS’ DISCOVERY SUBMISSIONS**

20 The Parties have met and conferred on “a process for addressing plaintiffs who do not timely
21 submit fact sheets and other Court-ordered discovery responses.” (October 2, 2025 Minute Order.) The
22 Parties’ proposed process is addressed in Proposed CMO 10, attached hereto as Exhibit 7.¹⁵

24
25 ¹⁵ **Defendants’ Position:** For the Court’s awareness, as of November 10, 2025, and after comparing our
26 records against BrownGreer’s report of what Plaintiffs have served, approximately 400 Individual
27 Plaintiffs are currently not in compliance with Court-ordered discovery. This number reflects all of the
28 questionnaires that BrownGreer reports as being served, even if Defendants do not currently have a
copy. Defendants have prepared a list of missing PFS/Questionnaires that will be sent to BrownGreer to
request the records be provided, if they exist.

X. INDIVIDUAL PLAINTIFF PREFERENCE LIST

Attached hereto as Exhibit 8 is the current list of Individual Plaintiffs who Individual Plaintiffs contend may be eligible for preference in trial setting under C.C.P. § 36. Defendants have reached out to these plaintiffs to begin scheduling depositions (which are scheduled to be completed by February 15, 2026, pursuant to CMO No. 9).

Individual Plaintiffs' Position

The Parties are working on scheduling dates for the preference eligible Individual Plaintiffs who are subject to CMO No. 9, taking into account the abilities of those who are in seriously ill health.

Defendants' Position

Defendants have had trouble receiving available dates. To date, only 23 of the Plaintiffs have provided availability.

Respectfully submitted,

Dated: November 13, 2025

PANISH | SHEA | RAVIPUDI LLP

By: 
Brian Panish
Rahul Ravipudi
Liaison Counsel for Individual Plaintiffs

Dated: November 13, 2025

SINGLETON SCHREIBER, LLP

By: 
Gerald Singleton
Paul Starita
Liaison Counsel for Individual Plaintiffs

Individual Plaintiffs' Position: No such list has been provided to counsel for Individual Plaintiffs, and it remains unknown if Defendants' reporting is more accurate than in the past, though, notably Defendants' count of delinquent questionnaires continues to significantly decline as it did each time Individual Plaintiffs challenged their count in the past. However, it should also be noted that Individual Plaintiffs and BrownGreer offered to serve all previously and ready to be served questionnaires on November 10, and twice daily thereafter, and Defendants refused. The issues with service of questionnaires are, therefore, still being resolved.

1 Dated: November 13, 2025

**COREY, LUZAICH, DE GHETALDI & RIDDLE,
LLP**

2
3 By: 
4 Amanda L. Riddle
5 Sumble Manzoor
6 *Liaison Counsel for Individual Plaintiffs*

7 Dated: November 13, 2025

COZEN O'CONNOR

8 By: 
9 Howard Maycon
10 *Liaison Counsel for Subrogation Plaintiffs*

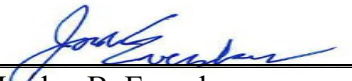
11 Dated: November 13, 2025

SCHROEDER LOSCOTOFF STEVENS LLP

12 By: 
13 Amanda R. Stevens
14 *Liaison Counsel for Subrogation Plaintiffs*

15 Dated: November 13, 2025

GROTEFELD HOFFMANN

16 By: 
17 Jordan B. Everakes
18 *Liaison Counsel for Subrogation Plaintiffs*

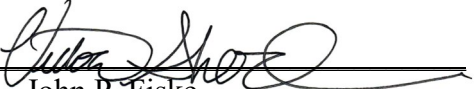
19 Dated: November 13, 2025

BAUMAN LOEWE WITT & MAXWELL, PLLC

20 By: 
21 Matthew E. Delinko
22 *Liaison Counsel for Subrogation Plaintiffs*

23 Dated: November 13, 2025

BARON & BUDD, P.C.

24 By: 
25 John P. Fiske
26 Victoria E. Sherlin
27 *Liaison Counsel for Public Entity Plaintiffs*

28 Dated: November 13, 2025

DIAB CHAMBERS LLP

By: 
Ed Diab
Kristen Barton
Liaison Counsel for Public Entity Plaintiffs

1 Dated: November 13, 2025ta

HUESTON HENNIGAN LLP

2 By:



3 Douglas J. Dixon

4 *Attorneys for Defendant Southern*
5 *California Edison and Edison*
6 *International*

EXHIBIT 1

CLIMATE & ENVIRONMENT

Edison's CEO vows swift payments to fire victims, saying utility's equipment likely at fault in Eaton fire



Edison International President and CEO Pedro Pizarro at his office in Rosemead. (Edison International)



Nov. 13, 2025 3 AM PT

- Edison CEO promises swift payouts to Eaton fire victims willing to forgo lawsuits, saying the utility's equipment probably sparked the blaze.
- More than 6,000 homes were destroyed; Edison expects settlement offers to reach first applicants by month's end.
- The utility says a century-old transmission line unused since 1971 may have reenergized through a process called induction to ignite the fire.

Edison International Chief Executive Pedro Pizarro said Wednesday that the utility expects the first Eaton fire victims who have agreed not to sue the utility to get their settlement offers later this month.

In an interview, Pizarro said that the utility decided to create the program to pay victims before the fire investigation was complete to get money to them more quickly and because it has become more apparent that the company's equipment ignited the inferno that killed 19 people.

"There is no other clear probable cause at this point," he said.

More than 6,000 homes and other properties were destroyed in the Jan. 7 fire that started under an Edison transmission tower in Eaton Canyon. The flames damaged an additional 700 to 800 homes, according to Edison.

Those homes, as well as more than 11,000 others that were damaged by smoke and ash, are eligible for compensation under Edison's plan. To receive the money, the victims must agree not to sue Edison for the fire.

So far 580 people have applied for compensation, Pizarro said.

He said that if the person accepts the company's offer, they would be paid within 30 days. "We've staffed it to move very quickly," he said.



CLIMATE & ENVIRONMENT

Edison's safety record declined last year. Executive bonuses rose anyway

May 18, 2025

Pizarro said the utility is expecting to swiftly be reimbursed for the amounts it pays to victims by a state wildfire fund that Gov. Gavin Newsom and lawmakers created to keep utilities from bankruptcy if their equipment sparks a catastrophic fire.

The first \$1 billion in damage costs will be covered by an insurance policy paid for by the utility's electric customers.

In April, Pizarro said that a leading theory of the fire's cause was that a century-old transmission line, not used since 1971, reenergized through a process called induction and sparked the fire.

Induction is when magnetic fields created by a nearby live line cause a dormant line to electrify. The unused line runs parallel to other energized high-voltage transmission wires running through Eaton Canyon.

Asked why Edison did not turn off those transmission lines on Jan. 7, Pizarro said in the interview that the company's protocol at the time, which analyzes wind speed and other risk factors, did not call for a preventive shutoff.



CLIMATE & ENVIRONMENT

'This fire could have been prevented': How utilities fought removal of old power lines

He said the Los Angeles County Fire department and Cal Fire are continuing their investigation into the official cause of the fire.

“We’ve given them everything they’ve asked for,” he said.

At the same time, he said, Edison and lawyers for victims who have filed lawsuits are working jointly on a separate investigation that is gathering detailed information on the fire’s cause.

Pizarro said that he and the company have pledged to be transparent about details of the fire’s cause.

“As significant material things come out we will make that known,” he said.

“I need to go to the supermarket in Pasadena or Altadena and be able to look people in the eye,” Pizarro said. “We want to do the right thing for our community.”



CLIMATE & ENVIRONMENT
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‘It’s effectively a bailout’: Edison benefits from fine print in Newsom’s last-minute utility legislation

Oct. 18, 2025

More to Read

Edison blacked out a record number of customers to stop fires. Now regulators have warned the utility

Nov. 6, 2025



Edison increases compensation for Eaton fire victims, but some say it's not enough

Oct. 31, 2025



Edison details how much it plans to pay Eaton fire victims

Sept. 18, 2025



Melody Petersen

Melody Petersen is an investigative reporter covering healthcare and business for the Los Angeles Times. Send her tips securely on Signal at (213) 327-8634.

EXHIBIT 2

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

(Mark One)

- ☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
- For the quarterly period ended September 30, 2025
- ☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
- For the transition period from to

Commission File Number	Exact Name of Registrant as specified in its charter	State or Other Jurisdiction of Incorporation or Organization	IRS Employer Identification Number
1-9936	EDISON INTERNATIONAL	California	95-4137452
1-2313	SOUTHERN CALIFORNIA EDISON COMPANY	California	95-1240335

EDISON INTERNATIONAL	SOUTHERN CALIFORNIA EDISON COMPANY
2244 Walnut Grove Avenue	2244 Walnut Grove Avenue
(P.O. Box 976)	(P.O. Box 800)
Rosemead, California 91770	Rosemead, California 91770
(Address of principal executive offices)	(Address of principal executive offices)
(626) 302-2222	(626) 302-1212
(Registrant's telephone number, including area code)	(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Edison International:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, no par value	EIX	NYSE LLC

Southern California Edison Company: None.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Edison International Yes ☒ No ☐ Southern California Edison Company Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Edison International Yes ☒ No ☐ Southern California Edison Company Yes ☒ No ☐

Indicate by checkmark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-12 of the Exchange Act.

Edison International	Large Accelerated Filer	Accelerated Filer	Non-accelerated Filer	Smaller Reporting Company	Emerging growth company
	☒	☐	☐	☐	☐
Southern California Edison Company	Large Accelerated Filer	Accelerated Filer	Non-accelerated Filer	Smaller Reporting Company	Emerging growth company
	☐	☐	☒	☐	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Edison International ☐ Southern California Edison Company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Edison International Yes ☐ No ☒ Southern California Edison Company Yes ☐ No ☒

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date:

Common Stock outstanding as of October 21, 2025:

Edison International	384,787,056 Shares
Southern California Edison Company	434,888,104 Shares

While Edison International and SCE continue to pursue legislative strategies to address California investor-owned utilities' exposure to wildfire-related liabilities, they cannot predict whether or when there will be a comprehensive economy-wide solution mitigating the significant risk faced by California investor-owned utilities related to wildfires.

Eaton Fire

In January 2025, several wind-driven wildfires impacted portions of SCE's service area, causing loss of life, substantial damage and service outages for SCE customers. One of the largest of these wildfires, the Eaton Fire, ignited in SCE's service area in Los Angeles County and spread under conditions of an extreme Santa Ana windstorm.

CAL FIRE has reported that the Eaton Fire burned approximately 14,000 acres and resulted in 18 civilian fatalities and 9 fire personnel injuries/illnesses. An additional fatality has also been reported to be attributed to the Eaton Fire. In addition, according to preliminary information provided by CAL FIRE, the Eaton Fire destroyed approximately 6,018 single residence structures, 3,146 other minor structures, 96 multiple residences and 158 mixed commercial/residential and nonresidential commercial structures; and damaged approximately 750 residential structures, 260 other minor structures, 28 multiple residences and 35 mixed commercial/residential and nonresidential commercial structures. Fire authorities have estimated suppression costs at approximately \$100 million.

The Los Angeles County Fire Department is leading the investigation into the origin and cause of the Eaton Fire, with the assistance of CAL FIRE, and has identified a preliminary area of origin of the fire. SCE has transmission facilities in the preliminary area of origin. As part of its investigation, the Los Angeles County Fire Department initially requested that SCE preserve in-place its equipment in the preliminary area of origin. Subsequently, in coordination with the Los Angeles County Fire Department and other interested parties, SCE removed certain equipment as part of its investigation. The SED is also conducting an investigation with respect to the Eaton Fire.

Multiple lawsuits related to the Eaton Fire have been initiated against SCE and Edison International. SCE's internal review into the facts and circumstances of the Eaton Fire is complex and ongoing. SCE's review includes ongoing inspections of its facilities and records and of third-party information and testing. While SCE has not conclusively determined that its equipment caused the ignition of the Eaton Fire, concerning circumstantial evidence suggests that a de-energized idle SCE transmission facility in the preliminary area of origin may have been associated with the ignition of the fire. **Additionally, while SCE has not determined the mechanism of ignition of the Eaton Fire, it is not aware of evidence pointing to another possible source of ignition. Absent additional evidence, SCE believes that it is likely that its equipment could be found to have been associated with the ignition of the Eaton Fire and is pursuing settlement of claims through its Wildfire Recovery Compensation Program.**

In September 2025, SCE entered into an agreement (the "Eaton Subrogation Settlement") with an insurance claimant in the Eaton Fire litigation (the "Subrogation Claimant"), under which SCE agreed to pay the Subrogation Claimant \$0.52 for each dollar in claims paid or to be paid by the Subrogation Claimant to its policy holders, up to an agreed upon cap. The Subrogation Claimant had paid its policy holders an aggregate of approximately \$500 million as of July 31, 2025. No admission of wrongdoing or liability was made in reaching the Eaton Subrogation Settlement, and the Subrogation Claimant agreed to release SCE and Edison International from all claims and potential claims related to or arising from the Eaton Fire. In the third quarter of 2025, SCE recorded \$300 million in losses related to the Eaton Subrogation Settlement and will record additional amounts as they become estimable. In the third quarter of 2025, Edison International and SCE also recorded expected recoveries from customer funded self-insurance of \$279 million and expected recoveries through FERC electric rates of \$21 million related to the Eaton Subrogation Settlement.

In light of pending litigation, it is probable that Edison International and SCE will incur additional material losses in connection with the Eaton Fire. SCE expects to launch its Wildfire Recovery Compensation Program, a program designed to allow eligible individuals and businesses impacted by the Eaton Fire to seek expedited resolution of their claims, in the fall of 2025. Given SCE's ongoing review into the cause of the Eaton Fire and, among other things, the complexities associated with estimating damages, uncertainties related to the sufficiency of insurance held by plaintiffs and uncertainties related to litigation processes and participation in the Wildfire Recovery Compensation Program, Edison International and SCE are currently unable to reasonably estimate a range of losses that may be incurred.

SCE has \$1.0 billion of customer-funded self-insurance coverage available for wildfires ignited between January 1, 2025 and December 31, 2025, subject to a shareholder contribution of 2.5% of any self-insurance costs ultimately paid exceeding \$500 million, up to a maximum possible contribution of \$12.5 million.

SCE has advised the administrator of the Wildfire Insurance Fund that it anticipates that future resolution of eligible claims arising from the Eaton Fire will require seeking reimbursement from the Initial Account and the administrator has confirmed that the Eaton Fire is a "covered wildfire" for purposes of accessing the Initial Account. SCE will be reimbursed for losses incurred in excess of \$1.0 billion for eligible claims for third-party damages related to the Eaton Fire from the Initial Account, subject to approval of the fund administrator and the Initial Account's claims-paying capacity, initially

approximately \$21 billion for all three participating utilities. Based on PG&E's public disclosures for the first quarter of 2025, the fund administrator has paid or reserved approximately \$1.1 billion of the Initial Account reflecting estimates of losses related to the 2019 Kincadee fire and 2021 Dixie fire. The fund administrator is expected to reimburse eligible claims on a first come, first served basis, subject to the fund administrator's review.

SCE would file an application with the CPUC for review of its costs and expenses related to the Eaton Fire after it has resolved all or, if authorized by the CPUC, substantially all third-party damage claims related to the fire, or upon earlier request of the fund administrator. Because SCE held a valid safety certification at the time of the Eaton Fire, SCE will be presumed to have acted prudently unless a party in the proceeding creates "serious doubt" as to the reasonableness of its conduct, in which case SCE will have the burden of dispelling that doubt and proving its conduct was prudent. The prudence standard does not necessitate perfect conduct and AB 1054 requires that the CPUC allow recovery if it determines that SCE's conduct related to the ignition of the Eaton Fire was consistent with actions of a reasonable utility. SCE believes that the CPUC's determination regarding the reasonableness of its ignition-related conduct should be based on an evaluation of the reasonableness of its overall policies, systems, and practices. The CPUC has not applied the AB 1054 prudence framework to a wildfire cost-recovery proceeding.

SCE believes that it is a reasonable operator of its electric system. Based on the information it has reviewed as of October 28, 2025, SCE believes that it would be able to make a good faith showing that its conduct with respect to its transmission facilities in the preliminary area of origin was consistent with the actions of a reasonable utility.

The CPUC will determine the prudence of SCE's ignition-related conduct in a formal proceeding. If the CPUC finds that SCE's conduct related to the ignition of the Eaton Fire was not prudent, it may nevertheless allow cost recovery in full or in part taking into account factors both within and beyond SCE's control that may have exacerbated the costs and expenses, including, for example, humidity, temperature and winds. Because SCE held a safety certification at the time of the ignition, it will be required to reimburse the Initial Account only for amounts disallowed by the CPUC up to the Liability Cap, unless the fund administrator finds that SCE's actions or inactions relative to the ignition of the Eaton Fire constitute conscious or willful disregard of the rights and safety of others, in which case SCE will be required to reimburse the Initial Account for all amounts withdrawn. SCE's requirement to reimburse the Initial Account for any amounts disallowed for fires ignited in 2025 is capped at approximately \$4.2 billion. SCE will be able to seek recovery of prudently incurred uninsured wildfire costs not covered by the Initial Account, assessed under the prudence standard clarified under AB 1054, through electric rates.

2017/2018 Wildfire/Mudslide Events

Multiple lawsuits and investigations related to the 2017/2018 Wildfire/Mudslide Events have been initiated against SCE and Edison International. SCE has previously entered into settlements with a number of local public entities, subrogation and individual plaintiffs in the TKM and Woolsey Fire litigations and under the SED Agreement. As of October 21, 2025, in addition to the outstanding claims of approximately 100 of the approximately 15,000 initial individual plaintiffs, there were alleged and potential claims of certain public entity plaintiffs, including CAL OES, outstanding.

As discussed in the 2024 Form 10-K, the CPUC approved the TKM Settlement Agreement in January 2025. As a result, in the first quarter of 2025, SCE recorded cost recoveries through CPUC electric rates of \$1.6 billion, consisting of \$1.3 billion uninsured claims and \$0.3 billion associated costs, including legal and financing costs. In April 2025, SCE requested approval from the CPUC to finance these amounts through the issuance of securitized bonds and received a final decision in August 2025 that authorized the transaction. SCE will also implement into CPUC-jurisdictional rates the revenue requirement related to recovery of approximately \$55 million of approximately \$65 million in restoration costs incurred. Additionally, SCE recorded \$50 million of shareholder-funded wildfire mitigation expenses.

As discussed in the 2024 10-K, in October 2024, SCE filed an application (the "Woolsey Application") to seek CPUC-jurisdictional rate recovery of prudently incurred losses related to the Woolsey Fire. SCE also sought recovery of approximately \$84 million in restoration costs in the proceeding. In September 2025, SCE, Cal Advocates, the Energy Producers and Users Coalition, and Small Business Utility Advocates filed a joint motion in the proceeding seeking approval of a settlement agreement between such parties (the "Woolsey Settlement Agreement"). One party to the proceeding, the Wild Tree Foundation, has opposed the Woolsey Settlement Agreement. If approved by the CPUC, the impacts of the Woolsey Settlement Agreement will be recorded in the period in which a CPUC final decision approving the settlement is received.

Under the Woolsey Settlement Agreement, if approved by the CPUC, SCE will be authorized to recover 35%, or approximately \$2.0 billion, of approximately \$5.6 billion of losses, consisting of approximately \$1.6 billion of uninsured claims paid as of May 31, 2025, and \$0.4 billion of costs, comprised of legal costs paid as of May 31, 2025, and estimated ongoing financing costs. SCE will also be authorized to recover 35% of losses paid after May 31, 2025. SCE's requests for recovery exclude \$250 million of uninsured claims and related financing costs which SCE waived its right to seek recovery of under the SED Agreement. Subject to approval of the Woolsey Settlement Agreement, SCE will request approval from

CERTIFICATION

I, PEDRO J. PIZARRO, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 of Edison International;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 28, 2025

/s/ PEDRO J. PIZARRO

PEDRO J. PIZARRO
Chief Executive Officer

CERTIFICATION

I, MARIA RIGATTI , certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 of Edison International;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 28, 2025

/s/ MARIA RIGATTI

MARIA RIGATTI
Chief Financial Officer

CERTIFICATION

I, STEVEN D. POWELL, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 of Southern California Edison Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 28, 2025

/s/ STEVEN D. POWELL

STEVEN D. POWELL
Chief Executive Officer

CERTIFICATION

I, AARON D. MOSS, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 of Southern California Edison Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: October 28, 2025

/s/ AARON D. MOSS

AARON D. MOSS
Chief Financial Officer

**STATEMENT PURSUANT TO 18 U.S.C. SECTION 1350, AS
ENACTED BY SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the accompanying Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (the "Quarterly Report"), of Edison International (the "Company"), and pursuant to 18 U.S.C. Section 1350, as enacted by Section 906 of the Sarbanes-Oxley Act of 2002, each of the undersigned certifies, to the best of his or her knowledge, that:

1. The Quarterly Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or 78o(d)); and
2. The information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 28, 2025

/s/ PEDRO J. PIZARRO

PEDRO J. PIZARRO
Chief Executive Officer
Edison International

/s/ MARIA RIGATTI

MARIA RIGATTI
Chief Financial Officer
Edison International

This statement accompanies the Quarterly Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**STATEMENT PURSUANT TO 18 U.S.C. SECTION 1350, AS
ENACTED BY SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the accompanying Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (the "Quarterly Report"), of Southern California Edison Company (the "Company"), and pursuant to 18 U.S.C. Section 1350, as enacted by Section 906 of the Sarbanes-Oxley Act of 2002, each of the undersigned certifies, to the best of his knowledge, that:

1. The Quarterly Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or 78o(d)); and
2. The information contained in the Quarterly Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: October 28, 2025

/s/ STEVEN D. POWELL

STEVEN D. POWELL
Chief Executive Officer
Southern California Edison Company

/s/ AARON D. MOSS

AARON D. MOSS
Chief Financial Officer
Southern California Edison Company

This statement accompanies the Quarterly Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

EXHIBIT 3

NEWS • News

SCE launches Eaton fire compensation fund, increasing eligible homes and payments to children

'We're trying to put money in the pockets a lot faster so they can rebuild their lives,' says the president of Edison International



A home is engulfed in flames during the Eaton fire in Altadena Wednesday Jan. 8, 2025. Officials announced Thursday that preliminary estimates are that 4-5,000 structures have been damaged or lost from the Eaton fire. (Photo by Will Lester, Inland



By **TONY SAAVEDRA** | tsaavedra@scng.com | Orange County Register
and **RYAN CARTER** | rcarter@scng.com | Daily News

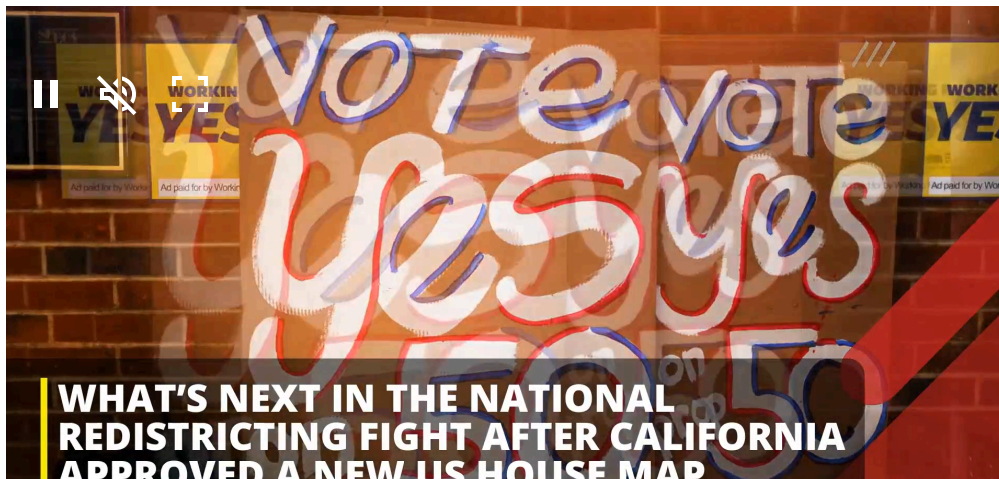
PUBLISHED: October 29, 2025 at 9:00 AM PDT | UPDATED: October 29, 2025 at 4:18 PM PDT

Southern California Edison began accepting claims Wednesday, Oct. 29, for its Eaton fire compensation program after expanding the number of victims eligible to receive payment and increasing the amounts given to children.

Critics, however, say the revised plan still shortchanges victims.

The revisions were made after SCE heard from more than 1,000 people on a [draft protocol](#) released in September for the compensation program, which is designed as an alternative to litigation. More than 100 lawsuits blame SCE's equipment for igniting the monstrous blaze in January that destroyed or damaged more than 9,000 structures and killed 19 people.

Pedro Pizarro, president and CEO of Edison International, the parent company of SCE, said in an interview with the Southern California News Group that the compensation program is not an admission of guilt, but **an effort to get victims back on their feet faster, while saving money for the state fund that likely will have to cover most of the financial damages.**



Pizarro in the past has acknowledged there is evidence a long-dormant SCE line reenergized and triggered the fire. A state investigation is ongoing.

“Overall, what we’re going for here is to have a process that can provide a faster solution, provide certainty and help this community move on and rebuild and recover,” Pizarro said. “We’ve already determined there’s a probable loss here, so rather than go through the normal litigation cycle that takes years and years, we would rather move forward, help people get compensation much earlier. And that also reduces the cost for everyone.”

However, plaintiffs’ attorneys and fire victims said the new plan still doesn’t go far enough toward making survivors whole, shortchanging them for such things as toxic contamination and paying children less than adults for pain and suffering.

“It’s not only inadequate, it’s frankly offensive. ... It basically just nudged up a few numbers,” said Andrew Wessels, strategist for the 8,500-member Eaton Fire Survivors Network and a fire victim himself. “It’s offensive to see children valued as partial humans. I look at the way my 5-year-old was crying.”

Eligibility area expanded

The [new protocol](#) expands the eligibility area to include 5,579 more properties damaged by smoke and ash, bringing the total number of all properties eligible for compensation to 18,267.

However, the revised plan still contains a \$10,000 flat payment for smoke and ash damage, which critics say doesn’t begin to cover the \$50,000 to \$150,000 cost to clean up smoke contamination. And they say the plan largely ignores contamination from toxins, such as lead.

After conducting multiple workshops on the draft pay protocol, SCE also raised the compensation per child for noneconomic damages in destroyed structures by 50%, to \$75,000. Children in homes that sustained major damage would now be eligible for \$25,000, up from \$15,000. However, critics noted children still would not receive as much as adults for noneconomic damages, although they would likely suffer longer.

“If anything, children should receive more distress payment than adults,” said

Remaining the same would be rates that would pay owner/occupants of a destroyed 1,500-square-foot house \$900,000 in rebuilding compensation, plus \$200,000 for working with the program. Another \$115,000 per adult would be paid for noneconomic damages, up from \$100,000 in the draft protocol.

Under the revised plan, death benefits would stay the same at \$1.5 million for pain and suffering, plus \$500,000 for each surviving spouse and eligible dependent. Another \$5 million would be paid as a premium for going directly through the Edison fund.

Also increased was the fair rental valuation. For a home with a pre-fire value of \$1.2 million, the annual fair rental value was pushed to \$40,000 from \$34,286.

All payments would be reduced by the victims' insurance coverage. And the program would not be open to hedge funds buying up properties, Pizarro said.

In all, SCE made 50 adjustments to the program, including streamlining some of the needed documentation.

Responding to the criticism, SCE spokesperson Kathleen Dunleavy said, "We understand the challenges that people have faced following the Eaton fire. Edison is offering them a way to quickly recover and move forward, avoiding delays from lengthy litigation."



Pedro Pizarro, president and CEO of Edison International, shown here on Oct. 11, 2023, says Southern California Edison's compensation program will "provide a faster solution, provide certainty and help this community move on and rebuild and recover." (AP Photo/Jae C. Hong)

Program based on models

The pay schedule is based on models designed by Compass Lexecon, a global economic consulting firm. The RAND Corp. assessed the models at SCE's request and determined that the formulas used by Compass Lexecon were "thoughtfully done and well executed."

However, Rand noted that the models tended to overestimate values where the prefire property value was low, and underestimate values where the prefire property value was high.

Pizarro said the model system was needed because of the sheer volume of expected claims.

The protocol and models are primarily for SCE's "fast pay" track, in which claims will be processed and an offer made in 90 days. If accepted, the money will be paid in 30 days, Pizarro said. A more detailed process that looks in-depth at each property is available, but could take up to nine months to result in an offer.

Multiple sessions have been scheduled for victims to learn more about the program. Registration is available at sce.com/directclaims for the first two scheduled sessions:

- Saturday, Nov. 1, 10-11:30 a.m., John Muir High School, 1905 Lincoln Ave., Pasadena.
- Wednesday, Nov. 5, 7-8:30 p.m. (virtual)

Claims will be accepted by SCE until Nov. 30, 2026 — [nearly two months before trial is scheduled in the litigation.](#)

Aging victims targeted?

Some plaintiffs' attorneys have argued that SCE's program is an attempt to pay aging and desperate Eaton victims less than they could get through the litigation in exchange for the promise of fast cash. They also accuse SCE of [stalling on settlement talks](#) in the litigation in order to push their own program.

"We're not stalling," Pizarro responded. "We're going through the legal process and ... I won't comment on the details of the legal process. ... We will certainly be putting a lot of emphasis on this wildfire recovery compensation program because we think it's a strong avenue, but at the same time we will certainly abide by the court's direction around specific litigation cases."

Pizarro went on to say he was offended by the allegation from some plaintiffs' attorneys that SCE was preying on desperate victims to save money.

"Our goal here is to help my community, our community, recover faster and do it at lower expense and with lower pain and less time. That's the goal," he said. "We've already said we know we face exposure here through litigation; we will work through that, as we have with other unfortunate fire events."

"We're trying to put money in the pockets a lot faster so they can rebuild their lives and we've worked really hard to make sure those offers are fair not just in our view but in the view of outside experts."

Pizarro noted that claimants are welcome to have attorneys help them work through the SCE program, which provides an extra 10% for attorney costs.

"What's fair is fair," he said.

Attorneys dubious

Some plaintiffs' attorneys remained dubious about the program, saying victims would receive more money and fare better by staying with the litigation.

"None of our clients are fooled by this," said Richard Bridgford, one of the attorneys suing SCE. "The bottom line is that as opposed to a negotiated mediation protocol, like we've entered in every other case with SCE, where a neutral, retired judge decides how much a victim is awarded, SCE's plan is self-administered and they alone decide what a victim gets."

Alexander Robertson, another plaintiffs' attorney, agreed.

"My general criticism of the program is that it is a 'one-size-fits-all' approach which fails to account for each victim's unique circumstances and damages they suffered," Robertson said.

State Wildfire Fund

If found liable for Eaton fire damages, Edison's customer-funded self-insurance would be responsible for the first \$1 billion. The utility could then tap the \$22 billion state Wildfire Fund for the rest. The fund was established in 2019 to keep Edison and two other investor-owned utilities from going bankrupt from causing wildfires.

However, state officials are concerned that the Eaton fire could deplete the entire fund and are considering ways to replenish it.

Pizarro said SCE's compensation program could help minimize the exposure to the wildfire fund, meaning there would be more left "for heaven forbid a future fire from any of the three investor-owned utilities."

Ultimately, Pizarro said he sees a rebuilt Altadena that is "hardened" to the kind of mega-fire that consumed it — a fire that he acknowledged his company's own equipment, coupled with fierce winds, could have played a role in

As part of that “hardening,” SCE is undergrounding dozens of miles of lines in Altadena. However, victims note they will be charged \$10,000 to hook up to those lines. Pizarro said the connection charges are required by a California Public Utilities Commission tariff. He said Edison is working on ways to handle the fees, perhaps, through third-party charitable contributions.

“Rebuilding (Altadena) stronger is the vision. We miss it. I miss it. And I want to see it back.”

Toward that end, the Eaton Fire Survivors Network is asking SCE to immediately cover the housing costs for displaced victims who are growing closer to becoming homeless. Chen said eight out of 10 victims remain displaced while their insurance money for housing is drying up.

“Who should be paying for temporary housing until we get home? Edison should,” she said.

Pizarro, in an earnings call Tuesday, reported that Edison International had a third-quarter net income of \$832 million, or \$216 per share, compared to a net income of \$516 million, or \$1.33 per share in the same quarter last year. Pizarro said the company has made “significant progress” “derisking” the utility’s financial outlook.

That performance was bolstered by the California Public Utility Commission’s approval of Southern California Edison’s request for rate increases, which Pizarro said are essential for the company’s investments in the power grid and its safety.



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Around the Web

REVCONTENT

EXHIBIT 4

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT SSC 17

HON. LAURA A. SEIGLE, JUDGE

-oOo-

COORDINATION PROCEEDINGS SPECIAL
TITLE [RULE 3.550]

EATON FIRE CASES

JEREMY GURSEY, ET AL.,

PLAINTIFFS,

v.

SOUTHERN CALIFORNIA EDISON COMPANY,
ET AL.,

DEFENDANTS.

LEAD CASE NO. 25STCV00731
AND RELATED CASES

CERTIFIED COPY

REPORTER'S TRANSCRIPT OF PROCEEDINGS

OCTOBER 2, 2025

APPEARANCES:

CO-LIAISON FOR
PLAINTIFFS:

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REPORTED BY:

ESTRELLA HERMAN, CSR NO. 13865
OFFICIAL COURT REPORTER PRO TEM
JOB NO. 215656

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A.M. SESSION

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CASE NUMBER: 25STCV00731
CASE NAME: JEREMY GURSEY, ET AL. V. SOUTHERN
CALIFORNIA EDISON COMPANY, ET AL.
LOS ANGELES, CALIFORNIA THURSDAY, OCTOBER 2, 2025
DEPARTMENT SSC 17 HON. LAURA A. SEIGLE
REPORTER: ESTRELLA HERMAN, CSR NO. 13865
TIME: A.M. SESSION

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THE COURT: We'll start with appearances by plaintiffs.

MS. SHERLIN: Good morning, Your Honor. Torri Sherlin on
behalf of public entity plaintiffs.

MS. STEVENS: Good morning, Your Honor. Amanda Stevens,
co-liaison counsel for subrogation plaintiffs.

MR. DELINKO: Good morning, Your Honor. Matthew Delinko,
co-liaison counsel for subrogation plaintiffs.

MR. MAYCON: Good morning, Your Honor. Howard Maycon,
Cozen O'Connor, co-liaison counsel for subrogation plaintiffs.

MR. SINGLETON: Good morning, Your Honor. Gerald
Singleton, co-liaison for individual plaintiffs.

MS. RIDDLE: Good morning, Your Honor. Amanda Riddle,
co-liaison counsel for individual plaintiffs.

MR. DIAB: Good morning, Your Honor. Ed Diab for public
entity plaintiffs.

MR. GAUDARD: Good morning, Your Honor. Philippe
Gaudard.

THE COURT: All right. We have covered everybody in the
courtroom. What about plaintiffs' liaison counsel online?

1 out how mediations are going to take place. So that's what I'm
2 talking about, not appointing anybody.

3 MR. DIXON: Thank you, Your Honor.

4 Again, SCE at this point in time is not prepared
5 to engage in mediation with individual plaintiffs. So at this
6 point in time --

7 THE COURT: Why not?

8 MR. DIXON: Because we are focused on the immense
9 discovery that plaintiffs are serving on us right now. We know
10 very little about plaintiffs themselves.

11 And, in fact, what we've recently learned is
12 that, true to their word -- and credit to plaintiffs' counsel
13 for being honest -- they told the Court that in order to avoid
14 their obligation to provide damages discovery, they would not
15 file lawsuits. And what we've recently learned is that when
16 some of these counsel have just three, maybe a dozen or so
17 clients on file, they actually represent over a thousand. And
18 they were honest in court about why they're doing this -- to
19 avoid their discovery obligations with respect to damages.

20 At this point in time, SCE is not willing to
21 discuss mediation with individual plaintiffs. We have --

22 THE COURT: Okay. So I don't understand that. I don't
23 understand why -- if there are plaintiffs who have provided all
24 of the information as required under the CMOs so that defendant
25 has full information about their claimed damages, why is it not
26 appropriate to start having mediations with those plaintiffs?

27 MR. DIXON: They have not provided that information.
28 That information --

1 THE COURT: I said "when" --

2 MR. DIXON: Oh.

3 THE COURT: -- when that happens.

4 MR. DIXON: When we start to get information, we can
5 reconsider it at that time. But plaintiffs' counsel said they
6 couldn't even begin to get that to us until January. So that
7 will start to roll in. But, Your Honor, SCE is not willing to
8 consider a mediation program with individual plaintiffs'
9 counsel at this time.

10 THE COURT: So you have said -- you've just said that in
11 January you believe that there will be full sets of information
12 for particular plaintiffs' damages claims. So if that's
13 correct that it's January, January's going to be here really
14 quickly. January's here in three months. Finding an
15 agreed-upon mediator who has time and signing that person up,
16 that can easily take three months. So I'm not convinced that
17 it's not time to at least get somebody signed up.

18 MR. DIXON: So, Your Honor, we'll see what we get in
19 January. It will begin to dribble in then. There are some
20 additional reasons as well. Another reason --

21 THE COURT: Well, hold on. If you say you're going to
22 wait until January and then you've got packages of information
23 per plaintiff in January and only then do you start talking,
24 you're not getting anybody signed up for at least a few months.
25 You're talking March.

26 MR. DIXON: So, Your Honor --

27 THE COURT: Why delay?

28 MR. DIXON: Yes, Your Honor. Additional reason is there

1 are cross-claimants that will likely be brought in who will
2 need to have a seat at that table and be part of that
3 discussion. So that's another reason that we feel now is
4 premature to begin talking about that.

5 THE COURT: I don't think that is a good argument for not
6 talking about mediating with individual plaintiffs. Because if
7 defendant settled with individual plaintiffs, you still
8 preserve your cross-complaints against other cross-defendants
9 to sue them for defendant's damages. So it doesn't preclude
10 defendant from settling with individual plaintiffs.

11 But I think the key here is when are we going to
12 have plaintiffs who have fully submitted all of the information
13 required under the CMOs? So I'm asking plaintiffs' counsel
14 this question.

15 MS. RIDDLE: So, Your Honor, at this time we already have
16 thousands of plaintiffs who have provided what are -- is due
17 already, which is the plaintiff fact sheets and the liability
18 questionnaires. In January, that starts the first round of
19 damages questionnaires and document checklists are due. March
20 is the second round -- sorry -- February's the second round;
21 March is the third round. So by the end of March -- well,
22 after -- in January, there should be, you know, a couple
23 thousand to have their damages questionnaires due. By the end
24 of March, there should be several thousand.

25 And I want to make very clear that we are not
26 avoiding our discovery obligations. We are trying to make sure
27 they are thorough and complete.

28 THE COURT: Okay. So it's -- so, in January, we will

1 Okay. Thank you, everybody. Again, I always
2 appreciate you coming in and trying to work through these
3 issues.

4 (Proceedings concluded at 12:04 p.m.)

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EXHIBIT 5



WILDFIRE RECOVERY COMPENSATION PROGRAM PROTOCOL

Southern California Edison

Wildfire Recovery Compensation Program Protocol

For Compensation for Claims of Property Damage and Loss, Business Loss, Fatalities and Physical Injury

Resulting from The Eaton Fire of January 7, 2025

Protocol Release Date: October 29, 2025

I. PURPOSE

The Southern California Edison Wildfire Recovery Compensation Program (the "Program") is designed to support individuals, families, and other eligible claimants whose residences or business properties were either destroyed or sustained burn damage due to the Eaton Fire in Los Angeles County, California on January 7, 2025 (the "Eaton Fire"). The Program also offers compensation to those within the Eligibility Area who were otherwise impacted by smoke, soot, and ash damage from the Eaton Fire Eligibility Area.¹ The Program also provides assistance to those who experienced physical injury in the Eligibility Area or the loss of life due to the Eaton Fire.

This Protocol is the framework that governs how the Program will operate. It outlines the requirements and procedures for an eligible claimant ("Claimant") to submit and resolve claims resulting from the Eaton Fire.

A. Role

Southern California Edison Company ("SCE") engaged Kenneth R. Feinberg and Camille S. Biros to assist with the development and design of this Protocol for the submission, evaluation, and resolution of claims. Their role is to provide independent expertise in developing a fair, streamlined, and credible process for compensating Claimants with home or business impacts within the Eligibility Area, drawing upon their decades of experience developing similar programs.

Participation in this Program is completely voluntary. Claimants retain all existing legal rights unless and until they accept a compensation offer and sign a release of claims.

B. Approach

The Program is guided by the following principles:

- **Fair and Prompt Compensation.** The Program is intended to provide fair, reasonable, and prompt compensation to Claimants who experienced loss as a direct result of the Eaton Fire. All Claimants will be treated with respect, dignity, and fairness.
- **Streamlined Evaluation.** SCE will promptly and fairly evaluate claims submitted with the required documentation. SCE will strive to make compensation offers that reflect values consistent with settlement frameworks used in prior SCE wildfire programs, in a streamlined and expedited manner that avoids the delay, expense, and uncertainty of litigation.
- **Preservation of Claimant Rights.** The establishment of this Program does not limit or diminish any rights that existed prior to its creation. Submitting a claim does not waive any rights; only acceptance of an offer requires a full release of liability.

¹ The Eligibility Area is comprised of Zone 1 and Zone 2 as illustrated on the map in Attachment 1.

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- **Voluntary Participation.** Participation in the Program is entirely voluntary. Claimants are under no obligation to participate. Only upon acceptance of an offer and execution of a full release of liability, as detailed below, will a Claimant's legal rights be affected.
- **Equity and Consistency.** All Claimants will be treated equitably, with compensation offers determined according to uniform standards. Similar claims will be resolved in a similar manner, avoiding arbitrary differences.
- **Certainty and Finality.** The Program is designed to provide Claimants with timely compensation and a reliable resolution of their claims, reducing the uncertainty, delay, and expense of litigation.
- **Consistency in Administration.** SCE will administer the Program and retain responsibility for all decisions regarding administration, processing, and evaluation of claims.
- **Legal Representation.** Claimants are not required to retain legal counsel to participate in the Program but may certainly do so at their discretion. However, if a Claimant is represented by counsel, the attorney must submit the claim on the Claimant's behalf.

II. ELIGIBILITY

A. Eligible Properties

For purposes of compensation under the Program, the following are considered Eligible Properties:

1. Residential and Commercial Properties² with one or more structures³ classified as damaged or destroyed in the CAL Fire Damage Inspection (DINS) database.⁴
2. Residential and Commercial Properties within the Eligibility Area that have been "Yellow"⁵ or "Red"⁶ tagged by the County of Los Angeles.
3. Residential and Commercial Properties within the Eligibility Area with burn damage to landscaping.
4. Residential and Commercial Properties within the Eligibility Area with non-burn damage to one or more structures from smoke, soot, or ash infiltration.

B. Claimants

The following individuals may submit a claim as a Claimant under the Program, including — where applicable — those authorized to act on behalf of an entity:

1. Owners of Eligible Properties who held ownership as of January 7, 2025.
 - a. Includes owners of commercial real estate and residential property,⁷ such as single-family homes, multi-family homes, and condominiums.

² "Commercial Property" refers to real property used primarily for business, institutional or community — serving purposes (e.g., churches or schools), regardless of ownership structure, provided the property is not owned or operated by a public entity. Public entities are not eligible to participate in the Program.

³ A "structure" refers to a building or enclosed space with a permanent foundation and walls, such as a home, garage, or accessory dwelling unit. It does not include sheds and other non — enclosed or temporary features.

⁴ The DINS database may be accessed via this CAL Fire website: [Eaton Fire Structure Status](#).

⁵ According to Los Angeles County, a "Yellow" Tag typically indicates that the property has been assessed and deemed safe for limited access, but certain areas are restricted due to safety concerns. Restricted areas may include parts of the property that are structurally compromised (e.g., living room, garage, etc.) and areas with unstable structures. A map of properties with a Yellow Tag may be found here: [Parcels with Yellow Tags](#).

⁶ According to Los Angeles County, a "Red" tag indicates that the property has been assessed and deemed uninhabitable due to severe damage or safety hazards resulting from the wildfire. A map of properties with a Red Tag may be found here: [Parcels with Red Tags](#).

⁷ For the purposes of the Program, a property is recognized by an address, which may correspond to one or more Assessor Identification Numbers ("AINs") assigned by the Los Angeles County Assessor's Office. In some cases, a single property may include multiple AINs or multiple addresses. SCE reserves the right to make an equitable determination of what constitutes a single property under the Program. For example, if a primary structure is located on one AIN and a secondary structure on another, both will be treated as part of the same property. Similarly, if a property includes a primary structure with one address and a secondary structure (e.g., an Accessory Dwelling Unit) with a different address, both will be considered part of the same property.

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2. Tenants⁸ of Eligible Properties.
 - a. Includes both commercial and residential Tenants — such as renters and roommates — who meet the eligibility criteria.
3. Individuals⁹ who sustained physical injuries directly caused by the Eaton Fire, which injuries were sustained within the Eligibility Area, who, between January 7, 2025 and January 15, 2025:
 - a. required overnight hospitalization of one or more nights, or
 - b. received outpatient medical treatment.
4. The Legally Authorized Personal Representative of a decedent's estate in accordance with California law. A decedent ("Eaton Fire Decedent") must have:
 - a. died on or before January 31, 2025, due to physical injuries caused by the Eaton Fire; and
 - b. been identified by the County of Los Angeles Medical Examiner as a fatality directly caused by the Eaton Fire.

C. Business Claims

Businesses that owned and/or occupied an Eligible Property may submit claims, including for business interruption and lost rental income. Businesses that did not own or occupy an Eligible Property are **ineligible** under this Program.

D. Insurance Companies and Public Entities Are Ineligible

Claims submitted by insurance companies seeking reimbursement for payments made to individuals or entities are **ineligible** under this Program.

Public entities are also **ineligible** to submit a claim under this Program.

III. SUMMARY OF CLAIMS PROCESS

The Program consists of two potential review tracks — Fast Pay and Detailed Review — as described below. All claims submitted under the Program will first be processed under Fast Pay. Upon receipt of an offer under Fast Pay, a Claimant may reject the offer and request a Detailed Review track. The compensation amounts for Direct Claim Premium and non-economic damages will be the same under both the Fast Pay and Detailed Review options. For economic loss, however, the offer may vary — a Claimant could receive a lower, higher, or equivalent amount under Detailed Review as under Fast Pay. If the Detailed Review results in a lower amount, the higher amount offered in the Fast Pay Review will be honored. Under Detailed Review, a pre-insurance damage estimate will be determined offset by full insurance policy limits, even for those categories that under Fast Pay are ascribed a fixed amount, which is not subject to insurance offset.

All claims submitted under the Program will first be processed under Fast Pay. Upon receipt of an offer under Fast Pay, a Claimant may reject the offer and proceed to the Detailed Review track.

- **Fast Pay:** A simplified claims process with fewer steps, limited documentation, and a quick turnaround. All Claimants will receive a compensation offer within 90 days of submitting a complete Claim Form and all Required Documentation (as identified in Attachment 2), which shall be referred to as "Substantial Completion." Upon Substantial Completion, SCE will analyze the documentation and review relevant data and calculate an offer, based on the formulas outlined in Attachment 3. Certain components of economic loss compensation

⁸ For purposes of the Program, a "Tenant" is defined as an individual or entity that (1) entered into, or is named on, an agreement — effective on or before January 7, 2025 — that provides for occupancy or use of a property for a period of at least 30 consecutive days, and (2) was in possession of the property on January 7, 2025. Note: The 30 — day requirement refers to the term of the agreement, not the duration of actual occupancy.

⁹ Under California law, on — duty first responders are not eligible to recover damages for injuries sustained while on duty and are therefore excluded from submitting claims for such injuries under the Program.

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will be subject to offsets based on the Claimant's insurance coverage. However, many economic loss categories that offer fixed compensation — as outlined in Attachment 3 — will not be reduced, based on insurance coverage. The Fast Pay track is designed to provide Claimants with a prompt determination and Settlement Offer.

- **Detailed Review:** Upon receipt of a Fast Pay Offer, Claimants may seek reconsideration by requesting a comprehensive evaluation of Claimant's economic loss, requiring substantially more documentation and processing time than Fast Pay and subtracting all received and available insurance. In addition to the Required Documentation in Attachment 2, Claimants must submit a short form (on a template to be provided by SCE) as to which economic loss categories (e.g., rebuild/repair, personal property, loss of use) they believe are undervalued by the Fast Pay calculation; (2) written authorization for SCE to contact their insurance carrier (if any) to obtain all relevant and complete claims files; (3) detailed records and supporting materials by loss type (e.g., pre-fire real estate appraisal reports, pre- and post-fire interior and exterior photos, pre-fire approved building or remodeling plans and contracts, approved rebuild plans and permits, signed contracts to rebuild/repair, and an inventory of personal property); and (4) additional documentation as may be requested by SCE. Where appropriate, SCE may also conduct an in-person inspection of the property. SCE will not accept summaries, interpretations, or analysis prepared by experts or legal counsel without the required corroborating documentation. SCE estimates that Claimants choosing this process can expect a determination and Settlement Offer within 9 months of submitting all supplemental documentation required for a Detailed Review and the claim submission is considered substantially complete. All economic loss categories reviewed under the Detailed Review process will be subject to offsets based on the Claimant's insurance coverage. Further details regarding Detailed Review may be provided in an additional document.

Regardless of the track, Claimants may be eligible for compensation in one or more of the following categories (described in detail in Attachments 3, 4, 5, and 6):

- **Economic Loss:** Economic loss refers to measurable financial harm experienced by a Claimant as a result of property damage, business interruption, physical injury or death. Claimants will be eligible for economic loss compensation based on the type and extent of loss to their property, business or person, potentially subject to an offset based on Claimant's insurance. For property claims, compensation may include the value of destroyed or damaged structures, personal property, any necessary landscaping, and loss of use, with the decrease in property calculation based on the difference between pre- and post-fire valuations, plus an additional standardized premium for rebuild costs. Tenants may receive personal property compensation and transition expense payments for their loss of use of property. Businesses occupying Eligible Properties may also make a claim for business interruption, based on historical income. Physical injury claims under Fast Pay will result in a flat economic loss payment. Economic loss compensation for death claims under Fast Pay will be calculated using a formula based on data from the Bureau of Labor Statistics and the Internal Revenue Service, taking into account the decedent's earnings, age, marital status and number of dependents.
- **Non-Economic Loss:** Non-economic damages are intended to compensate individual Claimants for personal impacts that are not financial in nature. Individual Claimants may be eligible for non-economic loss if they resided on an Eligible Property, experienced a physical injury, or are the estate and/or legally eligible heirs of an Eaton Fire decedent. Compensation will be paid in uniform amounts, based on the type of economic damages sustained, with separate amounts designated for adult and child Claimants. Claimants who are entities, and individuals who do not fall into one of the categories listed above, are ineligible for non-economic loss compensation. Each Claimant will receive the same uniform non-economic loss offer, whether in Fast Pay or Detailed Review. The amount offered for non-economic loss will remain unchanged in any subsequent review or reconsideration.
- **Direct Claim Premium:** In addition to the economic and non-economic compensation, all Claimants who submit a complete claim will have a Direct Claim Premium included as part of their Settlement Offer at the amount

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specified for their claim type(s) — as set forth in Attachment 5. For property claims, only one Direct Claim Premium will be awarded per Eligible Property, divided among all individuals/entities associated with that Eligible Property, unless otherwise stated below. The Direct Claim Premium is available only through this Program and will not be available in litigation, mediation or any other process. The amount offered for Direct Claim Premium will remain unchanged in any subsequent Detailed Review.

- **Attorney Fees:** Claimants represented by counsel at the time they submit the Claim Form will receive an offer for additional compensation equal to 10% of their net damages (defined as economic damages, less any applicable insurance offsets, plus any non-economic damages). Attorney fees will not be awarded if the Claimant does not accept the Settlement Offer. Actual attorney fees incurred by Claimants may be lower or higher than the compensation offered under this Program.

For fairness and consistency, neither Fast Pay nor Detailed Review offers are negotiable. With the exception of the Detailed Review procedure outlined above, there shall be no appeal of a Settlement Offer, including through any administrative agency or court. The Program is voluntary. Until a Claimant executes a Settlement Agreement and Release, a Claimant will retain all rights to litigate their claim.

IV. CLAIM SUBMISSION REQUIREMENTS

- A. Claim Form.** Claimants must submit an electronic Claim Form available at: sce.com/directclaims
- B. Property-Based Claim Requirements and Ownership Considerations.** Except for death claims, claims must be associated with an Eligible Property. A separate claim must be submitted for each Eligible Property. Where an individual or entity is associated with more than one Eligible Property, this must be indicated on the Claim Form. For individuals or entities that are associated with multiple Eligible Properties, SCE may — as it deems appropriate — link the claims involving such individuals or entities and make a single offer related to all properties.
- C. Claimants Represented by an Attorney.** If a Claimant is represented by an attorney in connection with the Eaton Fire — regardless of whether a lawsuit has been filed — the Claim Form must be submitted by the attorney. Attorneys must attest that they are authorized to submit the claim on behalf of each Claimant they represent. Attorneys must also provide documentation of this authorization signed by each Claimant, such as a redacted Retention Agreement or a letter of authorization. A claim submission cannot be considered complete until legal counsel provides proof of authorization.
- D. Claimant Group.** For claims based on Eligible Properties, all individuals and related legal entities (such as trusts and LLCs) that occupied, owned, and/or had personal property at an Eligible Property must submit a single claim for that Eligible Property — except for Tenants who rented or leased an Eligible Property.¹⁰ The group of Claimants submitting a single claim will be referred to as a Claimant Group. SCE will make one offer to each Claimant Group. To process the claim and make an offer, all individuals and related legal entities associated with the Eligible Property — excluding rent-paying Tenants — must agree to participate in the claim. Each will be required to sign an authorization, using a form provided by SCE, confirming that the Primary Claimant (as defined in Section IV.F) has authorization to submit the claim on their behalf. Upon acceptance of the Settlement Offer, each Claimant in a Claimant Group must sign a full release of liability in the form of a Settlement Agreement and Release. To be clear, a single Claim Form must be submitted for the entire Claimant Group.
- E. Represented Claimants in Claims Groups.** One or more attorneys may represent different Claimants within the same Claimant Group; however, all attorneys must attest that they are authorized to submit

¹⁰ A family that owns and occupies the same home will comprise a single Claimant Group, and will file a single claim for the household.

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the claim on behalf of the Claimants they represent. Attorneys should provide documentation of this authorization, signed by each represented Claimant, such as a redacted Retention Agreement or letter of authorization. A claim submission will not be considered complete until every individual or entity comprising the Claimant Group has agreed to participate in the Program, either directly or, if represented, through their counsel.

- F. Primary Claimant.** A Primary Claimant is the individual within a Claimant Group who is authorized to submit the Claim Form on behalf of all Claimants in that group.¹¹ Each Claimant Group will have a Primary Claimant. Except where the claim is submitted by an attorney — where authorization is required as set forth in Section IV.E — the Primary Claimant must attest that they have authorization to submit the Claim Form on behalf of all Claimants in the Claimant Group. SCE will also require that each Claimant in the Claimant Group complete and sign an authorization (in a form provided by SCE) confirming that the Primary Claimant has authorization to submit the claim on their behalf. A claim submission cannot be considered complete until an authorization form is provided for each Claimant in the Claimant Group.
- G. Representatives of Corporations, LLCs, Partnerships, Etc.** If the Primary Claimant is a corporation, LLC, partnership, or similar legal entity, the individual completing the Claim Form will be required to identify themselves and provide proof of identity as if they were the Primary Claimant. They must also provide proof of relationship to the entity and/or authorization to submit the claim on behalf of the entity. A claim submission cannot be considered complete until such proof and/or authorization is provided by the individual submitting the claim on behalf of the entity.
- H. Death Claimants.** Each claim must be submitted by the decedent's Legally Authorized Personal Representative or an attorney on behalf of the Representative. The attorney or Representative will be responsible for submitting the necessary documentation relating to the represented decedent. The attorney or Representative must supply proof of representative capacity as is required to establish authority to act in a representative capacity under California law (or, if applicable, the state of domicile of the decedent).
- I. Supporting Documentation for Claims.** As part of their submission via the Claim Form, Claimants must provide the documents listed in Attachment 2. Claimants may also submit additional materials to help corroborate their eligibility for the Program. After the Claim Form is submitted, SCE may request further documentation, which must be submitted using a secure method that will be provided to the Claimant by SCE. A claim submission cannot be considered complete under Fast Pay or Detailed Review until all documents — identified in this Protocol and/or otherwise requested by SCE (the "Supporting Documentation") — are submitted by Claimants (or their attorney) to SCE. Note that Claimants in a Claimant Group may view all documentation submitted by each Claimant for their Claimant Group.

V. FILING FOR COMPENSATION

A. Equal Access and Fair Adjudications in the Claims Process

All Claimants will be treated with respect, dignity, and fairness, without regard to race, color, ethnicity, sexual orientation, national origin, religion, gender, gender identity, disability, age or citizenship. SCE will manage the process so that all Claimants can equally access the Program's claim submission process so that claims will be adjudicated fairly. Individuals with disabilities will be given the opportunity to effectively communicate their claims and to request special process accommodations to the Program. Accommodation will be made for individuals with language barriers, so they have prompt and meaningful access to the process and to the Program. Additionally, SCE will provide support for Claimants

¹¹ In the case of a Primary Claimant that is a legal entity, the individual completing the form on behalf of the legal entity must also be authorized to submit for all other Claimants in the Claimant Group.

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experiencing technical difficulties with the online claim system to ensure they can successfully complete their submissions.

B. Process and Procedures

1. **Availability of Claim Form.** The Claim Form will be made available to interested parties on October 29, 2025, which is also the effective date of the Protocol (the “Effective Date”).
2. **Timing of Submission.** The Claim Form must be completed and submitted online to the Program (along with the Supporting Documentation) no later than the end date of the Program, which is November 30, 2026. Claim submissions with all required documentation submitted prior to the Program closure will be evaluated under the Protocol.
3. **Method of Submission.** The Claim Form will be available and will be submitted securely online at: SCE.com/directclaims.
 - i. For Claimants not represented by an attorney, SCE may have in-person assistance available at one or more physical locations. Details will be available at SCE.com/directclaims.
4. **Attorney Submissions.** Claimants may submit a Claim Form directly to SCE if they are not represented by an attorney. However, for any Claimant represented by an attorney, the attorney must submit the Claim Form and provide the required documentation to SCE.
5. **Questions Regarding Claim Submissions.** Questions about completing the Claim Form can be discussed by phone at (888) 912-8528. The Program will maintain a list of Frequently Asked Questions and responses, that may be updated from time to time at: SCE.com/directclaims.

C. Tax Advice

The Program — and all individuals working on its behalf — cannot provide tax advice to Claimants receiving payments under this Protocol. Claimants are encouraged to consult a qualified tax adviser with any questions regarding potential tax liability related to these payments.

D. Incomplete or Deficient Claims

If a Claimant (or their attorney) submits a claim that is incomplete or contains deficiencies — such as missing documentation — a deficiency notification will be sent to the Claimant. A Program representative will assist the Claimant (or, if applicable, their attorney) in an effort to resolve the identified issue or issues. A claim will not be considered complete under the Protocol until all deficiencies are resolved.

E. Notification of Program Determination

The Program will send the Claimant or their attorney the following in writing:

1. A letter regarding the eligibility and determination of the claim (a “Determination Letter”), which will include the settlement amount offered to the Claimant (or Claimant Group) pursuant to this Protocol comprised of — as applicable — any economic loss compensation, non-economic loss compensation, Attorney Fees, plus a Direct Claim Premium (collectively, the “Settlement Offer”);
2. If the Claimant (or, if more than one Claimant, the Claimant Group) accepts the offer, the Settlement Agreement and Release provided by SCE — signed by the Claimant and, if applicable, by each member of the Claimant Group — must be returned to SCE, along with any required tax forms (such as IRS Form

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W-9 and California Form 590) to facilitate payment. Each signature on the Settlement Agreement and Release must also be notarized; and

3. The following documents will be attached to the Settlement Agreement and Release:
 - a. For Claimants represented by an attorney, a Payment Information Form, to be completed by the attorney; or
 - b. For Claimant Groups not represented by an attorney, a Payment Allocation Form.

The Settlement Offer for each claim pursuant to this Protocol shall remain open for acceptance for 90 days from the date of a Determination Letter. For Claimant(s) represented by an attorney, counsel must indicate acceptance of the offer in a writing received by SCE within 90 days of the date of the Determination Letter. For Claimants not represented by counsel, a signed Payment Allocation Form must be received by SCE within 90 days of the date of a Determination Letter. If such an acceptance or Payment Allocation Form is not received by SCE within 90 days of the date of the Determination Letter, the Settlement Offer will be considered null and void.

Once an offer is accepted, SCE will provide the Claimant(s), or as applicable, their counsel, with a Settlement Agreement and Release. The Settlement Agreement and Release must be signed and notarized by all Claimants and returned to SCE.

F. Payment

Once all conditions for payment outlined in the Settlement Agreement and Release are satisfied, payment will be issued within 30 days, in accordance with the terms of the agreement. If the settlement involves a minor, court approval — commonly referred to as a “court-approved minor’s settlement” or “minor’s compromise” — will be required as one of the conditions before payment can be made. This is a routine safeguard under California law that applies to any resolution involving a minor and should not cause unreasonable delay once approval is obtained. For unrepresented Claimants, assistance will be provided throughout the court-approved minor’s settlement process.

VI. TREATMENT OF SUBMITTED INFORMATION

Communications under the Program are made solely for the purpose of exploring settlement a between the parties. It is intended to be confidential and protected under California Evidence Code Section 1152, which excludes such settlement-related communications from being used to prove liability in any legal proceeding. Information submitted by a Claimant to the Program will be safeguarded from unauthorized access and used and disclosed only for the following purposes:

1. Processing the Claimant’s claim for compensation;
2. Review, approval, and reimbursement of claims by the California Wildfire Fund whose process may include disclosure to the Wildfire Fund Administrator (currently, California Earthquake Authority), and vendors contracted by the Administrator for conducting claims reviews;
3. Administering the Program and other Program-related work, including the prevention of fraud and reports to law enforcement in connection with such efforts to prevent fraud; and
4. Law, regulatory, and judicial process.

VII. QUALITY CONTROL AND PROCEDURES TO PREVENT AND DETECT FRAUD

A. Verification Procedures

Each Claimant and each Primary Claimant filing on behalf of a Claimant Group, will electronically sign the Claim Form at the time of submission, certifying that the information provided in the Claim Form is true and accurate to the best of the Claimant’s knowledge, and that they understand that false statements or claims made in connection with such submission may result in fines, imprisonment, and/or any other remedy available by law. The electronic signature shall

Settlement Communication

be equally as binding upon the Claimant as a physical signature. Suspicious claims will be forwarded to federal, state, and local law enforcement agencies for possible investigation and prosecution.

Additionally, the Settlement Agreement and Release will require all Claimants, including all Claimants who are filing as a Claimant Group whether the Primary Claimant or not, to certify that the information provided in the Claim Form and on which basis the offer is made is true and accurate to the best of the Claimant's knowledge. To accept a Settlement Offer, the Settlement Agreement and Release must be signed by all Claimants.

For the purpose of detecting and preventing the payment of fraudulent claims, and for the purpose of accurate and appropriate payments to Claimants, the Program will implement procedures to:

1. Verify and authenticate claims. Verification procedures include utilizing public records and may include proprietary data sources obtained through a license with an outside vendor.
2. Analyze claim submissions to detect inconsistencies, irregularities, and duplication.
3. Identify claims involved in other settlements based upon available data.
4. Ensure the quality control of claims review procedures.
5. Require each Claimant's signature on the Settlement Agreement and Release to be notarized.

B. Quality Control

The Program shall institute appropriate measures designed to evaluate the accuracy of submissions and payments. SCE shall conduct periodic quality control audits of the Program designed to evaluate the accuracy of submissions, offers, and payments.

VIII. RELEASE, OFFSETS AND LIENS

A. Settlement Agreement and Release

By submitting a claim under this Protocol, a Claimant is seeking to resolve all claims related to the Eaton Fire against SCE and the related persons and entities listed in Attachment 7. Submission of a claim does not release any legal rights — those rights remain intact until the Claimant accepts the Settlement Offer by executing a binding Settlement Agreement and Release, and submitting the executed agreement to SCE.

Acceptance of a Settlement Offer pursuant to this Protocol requires the Claimant to sign a full release, set forth in the Settlement Agreement and Release, of all past and future claims against SCE and related persons and entities relating to the Eaton Fire. The release will also bind a Claimant's heirs, descendants, legatees, and beneficiaries, or, if a commercial entity, any predecessor, successor, or assign. The release will bar any effort to assert further claims, file individual legal actions, or participate in any litigation or other legal proceeding against SCE and related persons and entities relating to the Eaton Fire.

B. Pending Litigation

Until a final Settlement Agreement and Release is executed, each Claimant retains all legal rights, including the right to initiate or continue litigation while their claim is being processed.

If a Claimant elects to accept the offered compensation, satisfies the conditions for payment set forth in the Settlement Agreement and Release, and payment is made, the Claimant must dismiss with prejudice any litigation involving, and relinquish any claims against, SCE and related persons and entities relating to the Eaton Fire pursuant to the terms in the Settlement Agreement and Release.

C. Medical and Other Liens

Settlement Communication

Any liens or other claims of the Claimant's health care providers, insurance carriers, lawyers, state worker's compensation, non-profit or community support organizations, and federal or state agency — including Medicare, Medicaid, Social Security, or other such programs — as well as any family support, child support, or spousal support liens, on account of, or in any way arising out of the claims which are the subject of this Settlement Agreement and Release, are the sole and separate obligation of the Claimant.

D. Insurance Offsets

Unless otherwise specified in the Fast Pay Claim Economic Loss Valuation Methodology (See Attachment 3), a Settlement Offer will be reduced (i.e., offset) by the total amount of the Claimant's relevant insurance, as reflected in the Claimant's applicable policies. The insurance offset will include both the total amount paid by the insurer and any remaining available benefits under the policy. Where amounts are not offset by insurance, these amounts are assumed to compensate for uninsured losses.

IX. REPORTING

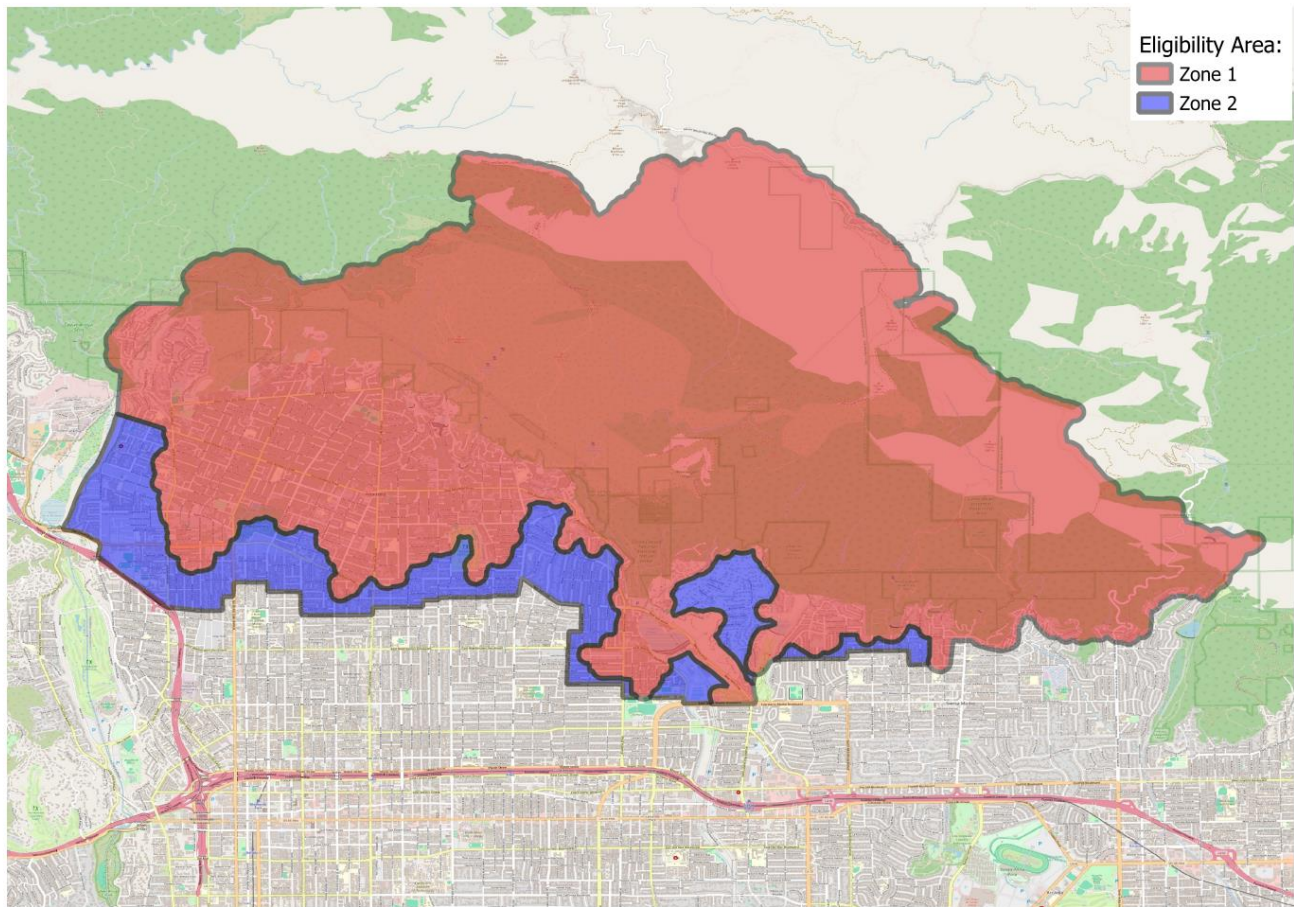
SCE may provide reports that do not include Claimant personally identifiable information to state, local, and other government officials to permit an evaluation of the claims process. Periodic reports will be maintained regarding claims made and claims determinations.

X. PROGRAM TERMS AND CONDITIONS

As noted above, participation in the Program is voluntary. No person or entity is bound by any term or obligation in this Protocol with any other person or entity unless and until a Settlement Agreement and Release is executed under the Program. Without a signed Settlement Agreement and Release, no person or entity is guaranteed any compensation, eligibility, or access to any Program benefits. Although this Protocol is intended to serve as the final version, it reflects the foundational principles and purpose of the Program. SCE may revise the Protocol to clarify provisions or resolve any inconsistencies that arise in relation to the Program's intent.

ATTACHMENT 1

Eligibility Area



Claimants may determine their eligibility using the claims form. Please visit sce.com/directclaims for additional details.

ATTACHMENT 2

FAST PAY DOCUMENTATION REQUIREMENTS

The documents identified below are required as applicable to each Claimant. SCE may also require the submission of additional documentation before a claim submission is deemed complete for review. SCE will not accept argument or expert reports in place of the required supporting documentation. To process a claim, SCE requires original source materials, not summaries, interpretations, or analysis prepared by experts or legal counsel.

A. DOCUMENTATION REQUIREMENTS — ALL CLAIMANTS

All adult Claimants, including individuals completing a Claim Form on behalf of a legal entity must provide at least one of the following forms of identification:

1. Valid passport or passport card (Preferred)
2. Valid Driver's License
3. Original or Certified copy of U.S. birth certificate
4. Valid permanent resident card
5. Other valid state-issued identification

At least one of the following forms of identification must be provided on behalf of each minor (under age 18 as of January 7, 2025) Claimant:

1. Valid driver's license (Preferred)
2. Original or certified copy of U.S. birth certificate (Preferred)
3. Order or letters of guardianship (Preferred)
4. Adoption order (Preferred)
5. Other valid state-issued identification (Preferred)
6. Valid passport or passport card
7. Valid permanent resident card

B. DOCUMENTATION REQUIREMENTS — ALL RESIDENTS

All adult Claimants who are identified as residents of an Eligible Property on the Claim Form must provide the following proof of residency as of January 7, 2025. Only residents will receive non-economic damages as described in Attachment 4. SCE reserves the right to request additional proof of residency.

1. Valid Driver's License or state-issued identification issued on or before January 7, 2025 (Preferred) OR
2. **Two** of any of the following documents showing the Claimant's residency at the Eligible Property:
 - a. Valid Driver's License issued after January 7, 2025
 - b. State-issued identification issued after January 7, 2025
 - c. Lease agreement with a term greater than 30 days identifying the Claimant as a Tenant of the Eligible Property
 - d. Utility bill (electricity, gas, water, cellular phone, internet)
 - e. Bank statement (may be redacted)
 - f. Insurance document

C. DOCUMENTATION REQUIREMENTS — OWNERS

All owners of Eligible Properties must submit the following:

1. At least one of the following documents showing the Claimant's ownership of the Eligible Property:
 - a. Deed
 - b. Mortgage statement
 - c. Property tax bill
 - d. Real estate transaction documents
2. If the property owner is a trust, an LLC, partnership, or other corporate entity, documentation linking the entity to the individual filing the claim on behalf of the entity, and demonstrating that such individual is authorized to act on behalf of the entity (e.g., Secretary of State filings)
 - a. If the property is owned in trust, trust documentation (i.e., the first page of the trust listing the trustees or the Certificate of Trust) showing that the individual filing the claim is a trustee.
3. Insurance Information: Carrier name(s), policy number(s), claim number(s), policies (including declarations pages), amount of insurance payments received (if known), initial coverage summary letter and other correspondence with carrier (*optional*)
 - a. SCE may also request written authorization to contact Claimant's insurer(s) to verify insurance details
 - b. If the Eligible Property was not insured, Claimant must provide an explanation and will attest to the fact that the property was not insured
4. Proof of Square Footage and/or Number of Bedrooms/Bathrooms (*if the information for the Eligible Property differs from the County Assessor's data*)
 - a. Pre-fire appraisal
 - b. Real estate transaction documents
 - c. Insurance documents reflecting square footage
 - d. Builder/architectural plans (along with proof that work was performed prior to fire)
5. If claiming loss for landscaping burn damage for an Eligible Single-Family Residence in Zone 2 (other than a property classified as Major Damage, Minor Damage, or Affected in DINS), must also submit photographs or other proof of burn damage to landscaping.
6. If claiming loss related to a business based at the residence, must also submit the following:
 - a. Proof of business existence at the property, such as a business license or documentation linking the Claimant(s) of the Eligible Property to the business
 - b. Proof of net income from 2023-2024, such as profit and loss statements (audited), income tax documents (filed), bank documents
 - c. Year-to-date monthly detail (if applicable) of business profit and losses such as profit and loss statements, income tax documents, bank statements

If any portion of the Eligible Property was rented out, the following documentation must also be submitted:

1. Proof of rental income: Tax filings or other financial records showing rental income from 2023-2024
2. Lease agreement, rental receipts, or other documentation confirming tenancy and unit(s) occupied for each unit or portion of the Eligible Property that was rented out
3. Description of unit(s) occupied, if not the entire property (e.g., number of square feet, bedrooms/bathrooms)

D. DOCUMENTATION REQUIREMENTS — RESIDENTIAL TENANTS

All residential Tenants of Eligible Properties must submit the following documentation:

1. At least one of the following documents showing the Primary Claimant's tenancy at the property:
 - a. Lease agreement, rental receipts, or other documentation confirming tenancy and unit(s) occupied, if applicable
 2. Confirmation of structure data returned by DINS that is subject to the Tenant's rental agreement, if not the entire property
 3. Insurance Information: Carrier name(s), policy number(s), claim number(s), policies (including declarations pages), amount of insurance payments received or outstanding, and written authorization to contact Claimant's insurer(s) to verify insurance details
 - a. If Tenants do not have insurance for the Eligible Property, they must provide an attestation
 4. If claiming loss related to a business based at the residence, must also submit the following:
 - a. Proof of business existence at the property, such as a business license or documentation linking the Tenant(s) of the Eligible Property to the business
 - b. Proof of net income from 2023-2024, such as profit and loss statements (audited), income tax documents (filed), bank documents
 - c. Year-to-date monthly detail (if applicable) of business profit and losses such as profit and loss statements, income tax documents, bank statements
-

E. DOCUMENTATION REQUIREMENTS — COMMERCIAL TENANTS

All commercial Tenants of Eligible Properties must submit the following documentation:

1. At least one of the following documents showing the Claimant's tenancy at the property:
 - a. Lease agreement, rental receipts, or other documentation confirming tenancy and unit(s) occupied, if applicable
 2. If the Tenant is a trust, an LLC, partnership, or other corporate entity, documentation linking the entity to the Primary Claimant and/or the individual filing the claim on behalf of the entity, and demonstrating that such Primary Claimant and/or individual is authorized to act on behalf of the entity (e.g., Secretary of State filings)
 3. Proof of occupancy or use: utility bills, business license, or other records confirming business operations at the Eligible Property
 4. Description of unit occupied, if not the entire property (e.g., number of square feet, bedrooms/bathrooms)
 5. Insurance Information: Carrier name(s), policy number(s), claim number(s), policies (including declarations pages), amount of insurance payments received or outstanding, and written authorization to contact Claimant's insurer(s) to verify insurance details
 - a. If a Tenant does not have insurance for the Eligible Property, they must provide an attestation.
 6. Identification of any other Tenants in the same unit or space not included in the Claimant Group
 7. If claiming loss from business interruption, must also submit the following:
 - a. Proof of net income from 2023-2024, such as profit and loss statements (audited), income tax documents (filed), bank documents
 - b. Year-to-date monthly detail (if applicable) of business profit and losses such as profit and loss statements, income tax documents, bank statements
 - c. If applicable, documentation of leasehold improvements to location of business: Construction invoices; labor and materials invoices; tax cost basis assessment
-

F. DOCUMENTATION REQUIREMENTS — PHYSICAL INJURY

All Claimants that sustained physical injury must submit the following documentation:

1. Proof of contemporaneous hospitalization or outpatient medical treatment in the form of a medical record or statement from the hospital or medical provider that includes:
 - i. The date of hospitalization or medical treatment between January 7, 2025 and January 15, 2025
 - ii. The date of discharge if hospitalized
 - iii. The nature of the injury; and
 - iv. That the injury was sustained as a result of the Eaton Fire

G. DOCUMENTATION REQUIREMENTS — ESTATE AND HEIR COMPENSATION

Only Claimants who qualify as the Legally Authorized Personal Representative may submit a death-related claim. Those Claimants must also submit the following documentation:

1. An official death certificate or court order declaring the individual to be deceased
2. A copy of the birth certificate for each Claimant
3. A court order designating the Personal Representative, Executor or Administrator of the decedent's estate in accordance with the estate law of the residence of the deceased
4. Copy of the decedent's will (if applicable)
5. A list of all legal heirs and beneficiaries in accordance with state law of the residence of the decedent
6. A distribution plan signed by the personal representative and all legal heirs and beneficiaries including the distribution amounts to be paid to all legal heirs and beneficiaries

H. DOCUMENTATION REQUIREMENTS — GROUP CLAIMANTS

Claimants in the Claimant Group must complete and sign an authorization form — provided by SCE — confirming that the Primary Claimant is authorized to submit the claim on their behalf.

I. DOCUMENTATION REQUIREMENTS — CLAIMANTS REPRESENTED BY COUNSEL

Claimants represented by an attorney, the attorney must provide documentation of their representation signed by the Claimant, such as a redacted Retention Agreement or a letter of authorization.

ATTACHMENT 3

FAST PAY CLAIM ECONOMIC LOSS VALUATION METHODOLOGY

The valuation methodologies and values for the Program were developed through an assessment of market conditions before and following the Eaton Fire. They are grounded in extensive experience from prior wildfire litigation and settlement programs. Historical data for economic loss — including damage valuations, rebuild cost benchmarks, and patterns in insurance recovery — were reviewed to inform the development of the Program’s methodologies. These methodologies are designed to deliver fair and compensatory payments to Claimants.

ECONOMIC LOSS CALCULATION**I. PROPERTY CLAIMS**

These methodologies assume that Claimants who are owners of Eligible Properties intend to rebuild their properties. Claimants submitting claims for Single-Family Residences or individually owned units within Multi-Family Residences subject to a homeowner association (e.g., condominiums) who have already sold or are under contract to sell their property at the time of signing a Settlement Agreement and Release will be eligible only for compensation equal to the difference between the property’s pre-fire and post-fire value, calculated as described below, and will be reduced for applicable dwelling insurance coverage. These properties will also be eligible for compensation for personal property, non-economic loss (if applicable), and the Direct Claim Premium. However, they will receive loss of use / loss of rental income only for the period between the start of the fire and the date of the property’s sale, reduced for applicable insurance coverage.

A. OWNERS — Residential Properties**1) Owners of Single-Family Residences Classified as Destroyed (including those with an Accessory Dwelling Unit)**

For single-family residential properties where the primary structure is classified as Destroyed (>50% damage) in the CAL Fire DINS database (“DINS”),¹² SCE will first calculate the value of the lost structure(s), including secondary structures (garage, ADU) and landscaping. This calculation will use two valuation tools developed by expert economists at Compass Lexecon¹³: (1) a tool that estimates the property’s pre-fire value as of the date immediately before the fire, using publicly-available data,¹⁴ and (2) a tool that estimates the property’s post-fire value based on its condition after the fire, using

¹² Claimants submitting a claim for a structure that was destroyed (i.e., total loss) but was not classified as Destroyed in DINS will have an opportunity to report this discrepancy in the Claim Form. If SCE determines based on publicly available imagery that the structure was destroyed, the Fast Pay formula will be applied accordingly. This procedure only applies to structures that were destroyed but misclassified in DINS; other misclassifications or appeals of the determination will be addressed through Detailed Review.

¹³ A White Paper describing Compass Lexecon’s valuation tools is available at [SCE.com/directclaims](https://www.sce.com/directclaims).

¹⁴ SCE will rely on the Los Angeles County Assessor’s data for the square footage of each structure on a property as an input in the Compass Lexecon model and as the basis for calculating rebuild costs. If the Assessor’s data incorrectly reflects the square footage of a property, claimants may change the square footage on the Claim Form and provide supporting documentation, such as a pre — fire appraisal, real estate transaction documents, insurance documents reflecting square footage, or builder/architectural plans (along with proof that work was performed prior to fire). If the validated additional square footage is greater than 100 square feet, the Compass Lexecon model will be run on the updated square footage. Any additional validated square footage to the primary structure will also be used when calculating rebuild costs.

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actual post-fire lot sales. These values will be used to estimate the categories of damage described below. SCE will calculate¹⁵ an offer as follows:

- a) **Estimated Rebuild and Landscaping Costs:** SCE will calculate compensation for (1) the cost of rebuilding the primary structure and rebuilding/repairing any secondary structures (e.g., garages, ADUs), and (2) the value of landscaping lost in the fire. These components are combined into a single per-square-foot amount based on the habitable space in the primary structure to simplify the calculation for Claimants. The total amount will be in the range of \$550 to \$750 per-square-foot¹⁶ of habitable space in the primary structure, or \$550 to \$850 per-square-foot of habitable space in the primary structure for a property with a destroyed habitable secondary structure (e.g., an ADU). This amount will be reduced (i.e., offset) by the total insurance coverage for rebuilding (including any extended replacement cost coverage, other structure coverage, and tree/landscaping coverage as applicable). Below is an example of the calculation:

Example 1:

Home size: 1,500 sq ft.

Pre-fire value: \$1,200,000

Post-fire value: \$600,000

Difference: \$1,200,000 – \$600,000 = \$600,000

Step 1: Loss per sq ft: \$600,000 ÷ 1,500 = \$400/sq ft.

Step 2: Rebuild per sq ft: \$400/sq ft + \$200/sq ft = \$600 / sq ft.

Step 3: Total rebuild compensation: \$600/sq ft × 1,500 sq ft = \$900,000

Step 4: Assuming \$600,000 of insurance coverage for structure, landscaping, and trees: \$900,000 - \$600,000 = \$300,000 for Estimated Rebuild and Landscaping Costs

- b) **Personal Property:**

- For an owner-occupied property, personal property amounts will be calculated as 40% of Estimated Rebuild Costs. For an owner-occupied property that was also partially leased, this amount will be reduced by \$25,000 per Tenant/renter.

Example: Assuming the Estimated Rebuild Costs are \$900,000, then the personal property for an owner-occupied property will total \$360,000 (= 40% of \$900,000). If the total insurance coverage for personal property is \$300,000, the offer will include \$60,000 for personal property.

Claimants may also indicate the type of secondary structure on the Intake Form. If Claimant indicates the secondary structure is an ADU but that is not reflected in the Assessor's data, the Claimant will be asked to provide supporting documentation to validate the structure's conversion to an ADU. The Compass Lexecon model will then be re — run with the updated secondary structure type once validated.

¹⁵ All calculations will be offset by Claimant's applicable insurance coverage limits, unless otherwise specified, as noted in Section VIII.D of the Protocol. Where amounts are not offset by insurance, these amounts are assumed to compensate for uninsured losses.

¹⁶ The exact amount — a range from \$550 to \$750 per square foot (or up to \$850 per square foot if both a primary structure and ADU were destroyed) — will be determined based on two components: (1) the change in property value, as calculated by the valuation tools described above, expressed on a per — square — foot basis, plus (2) an *additional* \$200 per — square — foot. The combined total of these two components will fall within the minimum of \$550 and maximum of \$750 (or \$850, where applicable) per square foot.

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- For owner-landlords of properties subject to a lease agreement that indicates that the residence was rented furnished, personal property amounts will be calculated as 20% of Estimated Rebuild Costs.
 - For owner-landlords of properties that were rented unfurnished, a flat amount of \$5,000 will be assigned. **This flat amount will not be reduced by insurance.**
- c) **Loss of Use/Lost Rental Income:** For owner-occupied properties, loss of use compensation will be based on 42 months of Monthly Fair Rental Value, for additional living expenses.¹⁷ Fair rental value is calculated as follows:

- **Annual fair rental value** = 1/30 of the property's pre-fire value
- **Monthly Fair Rental Value** = annual fair rental value ÷ 12
- **42 months of rental value** = 42 × Monthly Fair Rental Value

Example: For a home with a pre-fire value of \$1,200,000, the annual fair rental value is \$40,000 and the Monthly Fair Rental Value is \$3,333, then 42 months of loss of use is \$140,000. Assuming total insurance coverage of \$100,000 for additional living expenses, the offer will include \$40,000 for loss of use.

If the owner(s) rented the property under a lease agreement, loss of use will be calculated as 42 months using the actual monthly rental rate as of January 1, 2025.

2) Owners of Other Eligible Single-Family Residences (Primary Structure not Destroyed) with Damage to Any Structures (Primary or Secondary) or Landscaping

- a) **Rebuild Cost for Destroyed Secondary Structure (e.g., Accessory Dwelling Unit, detached garage):** For Single-Family Residences where a secondary structure is classified as Destroyed (>50% damage) in DINS but the primary structure is not, rebuild costs for the destroyed secondary structure will be calculated as follows:
- \$450 per-square-foot for habitable space (e.g., Accessory Dwelling Units)
 - \$200 per-square-foot for garage space
 - \$200 per-square-foot for other types of secondary space (space must have a foundation, walls, and a roof to qualify).
- b) **Personal Property — Destroyed Secondary Structure:**
- For owner-occupied destroyed secondary structure(s), personal property compensation will be set at 20% of the Estimated Rebuild Costs for the applicable secondary structure(s).
 - For properties where the secondary structure was occupied by a Tenant filing a separate claim and the lease agreement indicates that the structure was rented furnished, personal property amounts for the owner will be calculated as 10% of Estimated Rebuild Costs for the applicable secondary structure(s).
 - If the secondary structure was occupied by a Tenant filing a separate claim and the lease agreement indicates that the structure was rented unfurnished, a flat amount of \$2,500 will be assigned. **This flat amount will not be reduced by insurance.**
- c) **Repair and/or Remediation Costs for Damaged Primary or Secondary Structures including Personal Property:** For each other structure, including a primary structure, on the property that was not classified as Destroyed in DINS but incurred burn or non-burn damage, the offer will include flat amounts. **These flat amounts will not be reduced by insurance.**
- \$50,000 for each structure classified as Major Damage (26-50% damage) in DINS.

¹⁷ For purposes of the Protocol, the terms loss of use and additional living expenses are interchangeable.

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- \$30,000 for each structure classified as Minor Damage (10-25% damage) in DINS.
- \$20,000 for each structure classified as Affected (1-9% damage) in DINS.
- \$15,000 for each structure yellow-tagged or red-tagged by the County of Los Angeles.
- \$10,000 for each structure with non-burn damage from smoke, soot, or ash infiltration.
- d) **Landscaping:** Each damaged property in Zone 1 and/or with at least one structure classified as Affected, Minor Damage, or Major Damage will receive \$10,000 for burn damage to landscaping. Other Eligible Properties in Zone 2 will receive \$10,000 per property for landscaping with adequate documentation of burn damage.
- e) **Loss of Use/Lost Rental Income:** The applicable amount will be calculated as follows:
 - **Owner-Occupied (Not Rented or Partially Rented):** 6 months of Monthly Fair Rental Value.
 - **Rented Properties (Entire Property Rented):** 6 months of the actual monthly rental rate in effect as of January 1, 2025.

3) Owners of Multi-Family Residences: Owner of Eligible Multi-Family Residence with a Common Owner (E.g., Apartments, Duplexes)

For eligible multi-family residential properties under common ownership (e.g., apartment buildings, duplexes, etc.), SCE will calculate compensation for owners as follows:

- a) *Estimated Rebuild Costs for Destroyed Structures:* For each structure classified in DINS as Destroyed, rebuild costs will be calculated at \$550 per-square-foot of habitable space.
- b) *Estimated Repair and/or Remediation Costs for Other Damaged Structures including Personal Property:* For all structures not classified as Destroyed, flat amounts will be assigned based on damage classification as set forth in Section I.A.2.c) of Attachment 3. **As noted above, these flat amounts will not be reduced by insurance.**
- c) *Personal Property for Owners of Units in Destroyed Primary Structures:*
 - For owner-occupied units in a Destroyed primary structure, personal property compensation will be a flat amount of \$25,000 per resident. **This flat amount will not be reduced by insurance.**
 - For owner-landlords of units in a Destroyed primary structure, personal property amounts will be a flat amount of \$10,000 per unit. **This flat amount will not be reduced by insurance.**
- d) *Lost Rental Income:* Lost rental income will be based on each structure's average monthly rental income from 2023-2024.
 - For each structure classified as Destroyed, 42 months of lost rental income will be included
 - For all other damaged structures, 12 months of lost rental income will be included
- e) *Loss of Use for Owner-Occupied Unit:* If a unit is owner-occupied, loss of use for those units will be calculated based on the average rental price per-square-foot for renter-occupied units.

4) Owners of Eligible Multi-Family Residences with Individually Owned Units

For owners of a multi-family residential **unit** assigned a unique APN (e.g., condominiums, townhomes), SCE will calculate compensation as follows:

- a) *Estimated Rebuild Costs for Units in Destroyed Structures:* For each structure classified in DINS as Destroyed, rebuild costs for the interior of the unit will be calculated at \$200 per-square-foot of habitable space.¹⁸

¹⁸ Amount subject to review of HOA agreements to determine cost responsibility to rebuild the structure and interior of unit.

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- b) *Estimated Repair and/or Remediation Costs for Units in Other Damaged Structures including Personal Property:* For units in structures not classified as Destroyed, flat amounts will be assigned based on the damage classification. **These flat amounts will not be reduced by insurance.**
 - o \$30,000 per structure classified as Major Damage
 - o \$20,000 per structure classified as Minor Damage
 - o \$10,000 per structure classified as Affected
 - o \$10,000 per structure for all other structures yellow-tagged or red-tagged by the County of Los Angeles
 - o \$10,000 per structure for all other structures with non-burn damage from smoke, soot, or ash infiltration
- c) *Personal Property for Owners of Units in Destroyed Structures:*
 - o For an owner-occupied unit in a Destroyed structure, personal property amount will be calculated as 40% of Estimated Rebuild Costs. For an owner-occupied property that was also partially leased, personal property amount will be reduced by \$25,000 per Tenant.
 - o For owner-landlords of units, a flat amount of \$10,000 will be assigned. **This flat amount will not be reduced by insurance.**
- d) *Loss of Use (Owner-Occupied Units):* For owner-occupied units, loss of use compensation will equal 42 months of Monthly Fair Rental Value for Destroyed units; 12 months for units in all other damaged structures.
- e) *Lost Rental Income (Owner-Landlord Units):* For owner-landlord units, lost rental income will be calculated based on the unit's actual monthly rental rate as of January 1, 2025.
 - o 42 months of lost rental income for units in structures classified as Destroyed
 - o 12 months of lost rental income for units in damaged structures in not classified as Destroyed

5) Homeowner Association of Eligible Multi-Family Residences with Individually Owned Units

For homeowner associations ("HOAs") representing eligible Multi-Family Residences with units assigned a unique APN (e.g., condominiums), SCE will calculate compensation as follows:

- a) *Estimated Rebuild Costs for Destroyed Structures:* For each structure classified in DINS as Destroyed, rebuild costs for the structure will be calculated at \$400 per-square-foot of habitable space of the units within the structure.¹⁹ For non-habitable secondary structures (e.g., detached garages) classified in DINS as destroyed, rebuild costs will be calculated at \$200 per-square-foot.
- b) *Estimated Repair and/or Remediation Costs for Other Damaged Structures:* For structures not classified as Destroyed, flat repair amounts will be assigned based on damage classification per structure. **These flat amounts will not be reduced by insurance.**
 - o \$40,000 per structure classified as Major Damage
 - o \$20,000 per structure classified as Minor Damage
 - o \$10,000 per structure classified as Affected
 - o \$5,000 per structure for all other structures yellow-tagged or red-tagged by the County of Los Angeles
 - o \$5,000 per structure for all other structures with non-burn damage from smoke, soot, or ash infiltration

¹⁹ Amount subject to review of HOA agreements to determine cost responsibility to rebuild the structure and interior of unit.

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B. OWNERS — Commercial Properties²⁰

SCE will calculate offers to owners of eligible commercial properties as follows:

- a) *Rebuild Costs for Destroyed Structures:*
 - *Base Estimated Rebuild Costs for Destroyed Structures:* For each structure classified in DINS as Destroyed, base rebuild costs will be calculated on a per-square-foot basis as \$375 per-square-foot.
 - *Incremental Rebuild Cost for Tenant Improvements for Destroyed Structures:* If Claimant — as owner of an Eligible Commercial Property — demonstrates responsibility for tenant improvement costs ("TI") (e.g., a tenant improvement allowance, owner-occupied space), an additional amount will be included for TI as specified.
 - Office: an additional \$85 per-square-foot for TI (if applicable)
 - Retail: an additional \$85 per-square-foot for TI (if applicable)
 - Medical: an additional \$150 per-square-foot for TI (if applicable)
 - Restaurant: an additional \$325 per-square-foot for TI (if applicable)
- b) *Estimated Repair Costs for Other Structures:* For all other structures not classified as Destroyed, flat repair amounts will be assigned based on damage classification as set forth in Section I.A.2.c) of Attachment 3. **These flat amounts will not be reduced by insurance.**
- c) *Lost Rental Income:* Lost rental income will be based on each structure's average monthly rental income from 2023-2024.
 - 42 months of lost rental income for structures classified as Destroyed
 - 12 months of lost rental income for all other damaged structures

C. TENANTS — Residential Properties

For Tenants of residential properties, SCE will calculate compensation as follows with Claimants' offer incorporating the highest applicable category:

- a) *Occupants of Destroyed Single-Family Residence Primary Structure:*
 - Personal property compensation will be a flat amount of \$25,000 per person. **This amount will not be reduced by insurance.**
 - Transition expenses compensation will be equal to 3 months of their pre-fire rent.
- b) *Occupants of a Destroyed Multi-Family Residence (e.g., apartments, condominiums, duplexes) or a Single-Family Residence with a Destroyed Secondary Structure:*
 - Personal property compensation will be a flat amount of \$15,000 per person. **This flat amount will not be reduced by insurance.**
 - Transition expenses compensation will be equal to 3 months of their pre-fire rent.
- c) *Occupants of a Damaged Residence (any type of residential property that is classified by DINS as Major Damage, Minor Damage, or Affected — or that sustained non-burn damage from smoke, soot, or ash infiltration):*
 - Personal property and transition expense compensation will be a flat payment of \$5,000 per person. **This flat amount will not be reduced by insurance coverage.**

D. TENANTS — Commercial Properties

SCE will calculate offers for commercial Tenants based on damage classification of the structure(s) they occupied.

²⁰ For eligible mixed — use properties, if there is any residential habitable space, the residential portion will be valued the same as a multi — family residence with a common owner as set forth in Section I.A.3 of Attachment 3.

a) **Destroyed structures:**

- If landlord provided Tenant Improvements, Tenants occupying a commercial structure classified in DINS as Destroyed will receive a flat payment of \$25,000 for personal property. **This flat amount will not be reduced by insurance.**
- If Claimant — as Tenant of an Eligible Commercial Property — demonstrates responsibility for tenant improvement costs (“TI”) (e.g., no tenant improvement allowance), an additional amount will be included for TI as specified.
 - Office: \$85 per-square-foot for TI (if applicable)
 - Retail: \$85 per-square-foot for TI (if applicable)
 - Medical: \$150 per-square-foot for TI (if applicable)
 - Restaurant: \$325 per-square-foot for TI (if applicable)

b) **Other damaged structures:** Tenants occupying any other commercial structure of an Eligible Property will receive a flat payment of \$10,000. **This flat amount will not be reduced by insurance.**

Compensation for related business interruption losses is addressed separately below.

II. **BUSINESS INTERRUPTION**

Business interruption may be claimed only in connection with an Eligible Property that the business occupied. Home-based businesses are eligible if the Claimant provides proof that the business primarily operated from the residence — meaning that the principal activities of the business (such as providing services, storing inventory, or conducting administrative work) were conducted at the home rather than at another location. Proof may include, for example, Articles of Incorporation or Articles of Organization, a business license or tax filings listing the residence as the business address, insurance policies or local/state licenses or permits tied to the residence, copy of an IRS letter with your name and Employer Identification Number (EIN), or other records showing that the home was the main place of business.

A. **Businesses Occupying a Commercial Structure Classified as Destroyed**

For businesses occupying a commercial structure classified in DINS as Destroyed, business interruption losses will be calculated as the average net income — plus any wage or salary payments made to the business owner(s) that have been deducted from net income — from 2023-2024, multiplied by the applicable interruption period, and then reduced by the total insurance coverage (i.e., the total amount of insurance limits, as reflected in relevant insurance policies) for business interruption.

- Retail businesses, including restaurants and shops²¹ — whether owner-occupied or operated by a Tenant: 42 months
- Office-based business — whether owner-occupied or operated by a Tenant: 3 months
- Owner-occupied medical offices or industrial businesses: 42 months
- Tenant-operated medical offices or industrial businesses: 12 months
- Other businesses — whether owner-occupied or operated by a Tenant: 3 months

B. **Businesses Occupying a Commercial Structure Classified as Major Damage**

For businesses occupying a commercial structure classified in DINS as Major Damage, business interruption losses will be calculated as the average net income — plus any wage or salary payments made to the business owner(s)

²¹ Owner — occupied businesses include those where the owner of the business and the owner of the property are the same or related entities (i.e., related ownership).

Settlement Communication

that have been deducted from net income — from 2023-2024, multiplied by the applicable interruption period, and then reduced by the total insurance coverage (i.e., the total amount of insurance limits, as reflected in relevant insurance policies) for business interruption:

- Retail businesses (including restaurants and shops), medical offices, or industrial businesses — whether owner-occupied or operated by a Tenant: 12 months
- Office-based businesses (owner-occupied or Tenant-operated): 3 months

C. Businesses Occupying a Residential Structure Classified as Destroyed

For home-based businesses operating in a residence classified in DINS as Destroyed, business interruption losses will be calculated as 6 months of monthly average net income — plus any wage or salary payments made to the business owner(s) that have been deducted from net income — from 2023-2024, reduced by the total insurance coverage (i.e., the total amount of insurance limits, as reflected in relevant insurance policies) for business interruption.

D. Businesses Occupying Any Other Eligible Property

Businesses occupying any other Eligible Property will receive a flat payment of \$10,000. **This amount will not be reduced by the applicable amount of insurance coverage.**

III. PHYSICAL INJURY

Adult Claimants who sustained an eligible physical injury will receive a flat payment of \$10,000 to compensate for economic loss resulting from the injury, in addition to non-economic loss compensation as described below. Minor Claimants who sustain an eligible physical injury will not receive economic loss compensation, as they typically do not incur direct wage or income loss, but they will receive non-economic loss compensation as described below.

IV. DEATH

Economic loss for death claims for Fast Pay will be calculated using the Bureau of Labor Statistics and Internal Revenue Service data tables, taking into account the decedent's earnings, the age of decedent, the marital status, and number of dependents. If the decedent was not employed, the 2024 national average for all United States workers for will be used. Such claims will also receive an amount for non-economic loss, as described below.

ATTACHMENT 4

NON-ECONOMIC LOSS VALUATION

Non-economic damages are intended to compensate individual Claimants for personal, non-financial impacts, where applicable. **The compensation amount for non-economic damages will be the same under Fast Pay and Detailed Review.**

I. Death Claimants

Each Claimant submitting a death claim will receive the following uniform amounts for non-economic loss (e.g., pain and suffering, emotional distress, loss of consortium, etc.):

- \$1,500,000 for the death of the decedent,
- \$500,000 for the surviving spouse, and
- \$500,000 for each surviving eligible dependent of the decedent.

II. Physical Injury Claimants

Each Claimant with an eligible physical injury will receive \$20,000 for non-economic loss.

III. Residents of Eligible Properties

All Claimants who were residents of Eligible Properties (with proof of residency) will receive a uniform amount of non-economic loss compensation based on the damage (per DINS) to the structure in which they resided. Claimants will get the highest of the following applicable categories:

- *Destroyed Primary Structure or ADU*: Residents who primarily occupied Destroyed primary structure or an ADU²² will receive \$115,000 per adult and \$75,000 per child.²³
- *Destroyed Secondary Structure*:
 - Owner-occupants of a residential property with a Destroyed secondary structure will receive \$50,000 per adult and \$25,000 per child.
 - Renters of a residential property with a Destroyed secondary structure will receive \$30,000 per adult and \$15,000 per child.
- *Major Damage Primary Structure or ADU*: Residents who primarily occupied a primary structure or ADU that was classified as Major Damage will receive \$50,000 per adult and \$25,000 per child.
- *Other Damaged Structures within Zone 1*: Residents of a structure that was classified as Minor Damage or Affected, or any other structure within Zone 1 will receive \$20,000 per adult and \$10,000 per child.
- *Other Damaged Structures within Zone 2*: Residents of a structure in Zone 2 that was not classified as Major Damage will receive \$10,000 per adult and \$5,000 per child.

Legal entities and any individual who did not reside at an Eligible Property are not eligible for non-economic loss compensation, unless they experienced physical injury or are submitting a death claim.

²² Applies only to those residing in the ADU (i.e., a tenant leasing the ADU only), not the residents of the primary structure if the primary structure was not also Destroyed.

²³ A child is an individual under the age of 18 as of January 7, 2025.

ATTACHMENT 5

WILDFIRE RECOVERY COMPENSATION PROGRAM DIRECT CLAIM PREMIUM

Each offer under the Wildfire Recovery Compensation Program will include a Direct Claim Premium. This Premium is only available through the Program and will not be available in mediation or litigation. **The Direct Claim Premium amount will be the same under Fast Pay and Detailed Review.**

- For Death Claims, a Direct Claim Premium of \$5,000,000 per decedent will apply.
- For Physical Injury Claims, a Direct Claim Premium of \$20,000 per injured individual will apply.

For Property Claims, the Premium will be applied on a per property basis — one Premium per property, regardless of the number of individuals or entities associated with the property (unless otherwise specified below). This Premium will be applied in addition to any Premium for Death or Physical Injury. If a claim includes a mix of property claim types, only the highest applicable property Direct Claim Premium will apply:

- **Owners and Tenants of Destroyed structures:**
 - Residential Properties:
 - Owner-occupant of property with Destroyed primary structure: \$200,000 per property
 - Owner-landlord²⁴ of property with Destroyed primary structure: \$150,000 per property
 - Owner-occupant of property with Destroyed secondary structure: \$100,000 per property
 - Owner-landlord²⁹ of property with Destroyed secondary structure: \$25,000 per property
 - Tenant: \$50,000 per adult
 - Commercial Properties:
 - Owner of a property: \$25,000 per property
 - Tenant: \$25,000 per property
- **Owner and Tenants of all other damaged structures²⁵:**
 - Residential Properties
 - Owner-occupant: \$10,000 per property
 - Owner-landlord: \$5,000 per property
 - Tenant: \$5,000 per adult
 - Commercial Properties
 - Owner: \$5,000 per property
 - Tenant: \$5,000 per property

ATTACHMENT 6

²⁴ HOAs treated as owner — landlords for the purposes of Direct Claim Premium determination based on the primary and secondary structures subject to the HOA.

²⁵ Those classified as Major Damage, Minor Damage, or Affected by DINS and/or with non — burn damage from smoke, soot, or ash infiltration.

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ATTORNEY FEES

If a Claimant is represented by an attorney at the time the claim is submitted, SCE will add an amount equal to 10% of the Claimant's net economic loss (i.e., after insurance offsets) plus non-economic compensation for attorney fees — an amount that is not available outside of the Program. Attorney fees will not be added to the Direct Claim Premium. Claimants who do not accept a Settlement Offer are not eligible to receive any payments from the Program including attorney's fees.

ATTACHMENT 7

RELEASED PARTIES

Edison International and Southern California Edison Company and their respective successors, assigns, agents, representatives, shareholders, officers, directors, partners, managers, employees, former employees, sureties, insurers, administrators, trustees, members, principals, beneficiaries, and all persons, firms, associations, parents, subsidiaries, and/or corporations connected with it, and each of them.

EXHIBIT 6

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LISTEN



CLIMATE & ENVIRONMENT

Edison is changing how it plans to pay Eaton Fire victims. What you need to know



By [Erin Stone](#) and [Frank Stoltze](#)

Published Oct 29, 2025 10:24 AM

Updated Nov 6, 2025 9:35 AM



Southern California Edison transmission towers in Eaton Canyon.

(VCG / Getty Images)

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0:41

Edison announces changes to compensation program for Eaton Fire victims

The utility, whose equipment is believed to have sparked the Eaton Fire, says payouts could come four months after people submit a claim. Accepting the money would mean foregoing a lawsuit.

Edison International on Wednesday announced [a recovery compensation plan](#) for victims of the Eaton Fire that company officials said would provide “fast payments and fair resolutions.” The announcement was made on [LAist’s *AirTalk* daily news show](#) .

Who is eligible?

Edison will accept claims from homeowners, renters and businesses affected by the Eaton Fire in a variety of ways. That includes total or partial structure losses, homes with smoke and ash damage, commercial property loss, business interruption, non-burn damage (such as smoke, soot or ash), physical injuries, emotional distress and deaths.

Survivors who already sold their properties are also eligible for the program. Hedge funds and insurance companies are not.

See the full proposal [here](#) and what changed from the previous proposal [here](#) .

Edison provided a [map](#) of which properties are eligible (LAist has inquired about a higher resolution image).

Trending on LAist



LA reforms rent control for first time in 40 years, lowering rent hikes for most tenants



Get ready for flooding and mudslides. Here's the latest on the unpredictable storm headed for SoCal



The LA Olympics schedule is out. Here's a breakdown

How the payouts work

Survivors can choose two paths for a payout:

1. Edison’s “fast pay” option will provide an offer within 90 days of submitting a

claim. If the claim is accepted, payment will be made within 30 days.

2. If survivors don't feel the first offer is fair, they can choose to have a "detailed review," which can take up to nine months for a payment offer, but there's no guarantee that offer will be higher.

Instead of accepting a payout, survivors can also pursue legal claims against Edison. Accepting a payout will include agreeing not to sue Edison, the company says.

But survivors can continue their litigation at the same time as applying for the payout program.

"Somebody can go through the entire program and decide at the very last minute they don't want to participate. That's OK," Edison Chief Executive Pedro Pizarro said on *AirTalk*.

If they use an attorney to apply for Edison's payout program, which is not required, survivors will receive an offer for additional compensation equal to 10% of their net damages to help cover that cost.

Claims will be evaluated using a model developed by [Compass Lexecon](#), with methodology [independently analyzed by RAND](#), to determine the property's value and how much the company will pay out. The program is voluntary, and there are no fees.

There is no limit to the number or maximum amount of payouts, Pizarro said.

Edison has put together multiple examples of how payouts may work at the "View Sample Offers" tab on [this page](#).

How does the payout work with insurance?

Edison will deduct any insurance coverage from its offer.

"We are hoping that insurance companies step up and do their part here, too, and treat everybody impacted fairly," Pizarro said.

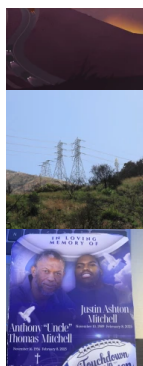
"We need to make sure that we don't end up with double payments," Pizarro added.

Find more details on the company's [FAQ](#) about the program.

More on the Eaton Fire



Your guide to recovering from the Los Angeles fires



Edison is changing how it plans to pay Eaton Fire victims. What you need to know

Despite three 911 calls, two homebound disabled men died in the Eaton Fire waiting for rescue

Initial reactions

Andrew Wessels, whose home was damaged by smoke, said Edison's plan feels to him as though it was "designed to pressure people into a low-ball settlement because they need the money now."

Wessels, a member of the Eaton Fire Survivors Network from west Altadena, said the new plan primarily expands the number of households eligible but doesn't address some of the biggest concerns brought up by survivors, including increasing compensation for still-standing homes with smoke and ash damage. Edison's plan offers a flat compensation fee of \$10,000 for each structure with damage from smoke, soot or ash.

"We're talking hundreds of thousands of dollars of damage being reduced to a token \$10,000 sum," Wessels said.

Joy Chen, who co-founded the Eaton Fire Survivors Network, said the plan also requires full insurance payouts to be deducted from Edison's compensation, even if a survivor hasn't received or may never receive that full payout from the insurance company.

"Edison is deducting the full value of our insurance contracts from what it owes us, but 70% of insured survivors are having delays and denials that are impeding our entire recovery," Chen said. "What it does is it causes us to be shortchanged on both sides, both from insurance and from Edison."

Chen said the changes don't go far enough and that much of what's in a [51-page report](#) the group submitted to Edison with survivor feedback [still stands](#).

Amanda Riddle, a lawyer working on a lawsuit against SoCal Edison, said the program remains too sparse on details about how insurance and taxes may interact with the payout. She also said delayed trial dates could push people to resolve their cases "at a deep discount."

“We continue to urge Edison to instead enter into a full, fair and negotiated settlement process,” Riddle wrote in a statement to LAist.

The first set of lawsuits against SoCal Edison are not set to go to trial until early 2027.

Where to get more info

Multiple sessions have been scheduled for participants to learn more about the program. Registration information is available at sce.com/directclaims for the first two scheduled sessions:

- Saturday, Nov. 1, 10 to 11:30 a.m., John Muir High School (1905 Lincoln Ave., Pasadena). Register [here](#) .
- Wednesday, Nov. 5, 7 to 8:30 p.m. (virtual). Register [here](#) .
- You can also call (888) 912-8528 (Monday through Friday from 7 a.m. to 7 p.m. and Saturdays from 8 a.m. to 5 p.m.) with questions about your specific situation. Assistance is available in Spanish and other languages.

To get more details, go to Edison’s [Wildfire Recovery Compensation Program webpage](#) .

CORRECTED OCTOBER 30, 2025 AT 12:21 PM PDT

A previous version of this story incorrectly gave Andrew Wessels last name as Wessler. LAist regrets the error.

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Megan Garvey
Senior Vice President News, Editor in Chief



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Trending on LAist



EXHIBIT 7

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JEREMY GURSEY, an individual,

Plaintiffs.

v.

SOUTHERN CALIFORNIA EDISON
COMPANY, a California Corporation;
EDISON INTERNATIONAL, a California
Corporation, and DOES 1-200, inclusive,

Defendants.

Lead Case No.: 25STCV00731
and Related Cases

Assigned for all purposes to:
Judge: Hon. Laura A. Seigle
Dept: 17

**[PROPOSED] CASE MANAGEMENT
ORDER NO. 10**

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**Attorneys for Defendants Southern California
Edison Company and Edison International**

1 The Parties in the above captioned action jointly file this [Proposed] Case Management Order
2 No. 10 for the Court’s consideration.

- 3 • Any proposed language in green is added by Plaintiffs that Defendants dispute.
- 4 • Any proposed language in blue is added by Defendants that Plaintiffs dispute.

5 I. GENERAL PROVISIONS

6 Nothing in this order is intended to or does supersede any prior Case Management Order in this
7 matter, unless otherwise noted. (See Case Management Order No. 1 dated March 17, 2025 (“CMO 1”),
8 Case Management Order dated April 18, 2025 (“CMO 2”), Case Management Orders dated May 15,
9 2025 (“CMO 3” and “CMO 4”), and Case Management Order Dated June 2, 2025 (“CMO 5”), Case
10 Management Order Dated July 10, 2025 (“CMO 6”), Case Management Order Dated August 19, 2025
11 (“CMO 7”), Case Management Order Dated September 19, 2025 (“CMO 8”), and Case Management
12 Order Dated October 6, 2025 (“CMO 9”).)

13 II. DEPOSITION PROTOCOL

14 CMO No. 1 addresses the noticing and document production for PMQ depositions. This section
15 is not intended to alter that CMO on that issue. For depositions of other fact witnesses, including
16 representatives of Defendants Southern California Edison Company and Edison International, and lay
17 witnesses who are known to be represented by counsel in this litigation, the Parties shall serve Notice(s)
18 of Deposition with the date and time to be determined (“TBD”) via Case Anywhere.

19 ***Plaintiffs’ Proposed Language:*** Within five (5) business days of the posting of the TBD deposition
20 notice, the receiving party shall provide three (3) alternative dates certain where the deposition may be
21 taken. If the receiving party does not offer such dates within five (5) business days of the posting of the
22 notice, the noticing party may unilaterally notice the deposition for a date certain.

23 ***Defendants’ Proposed Language:*** Within seven (7) business days of the posting of the TBD deposition
24 notice, the receiving party shall provide two (2) alternative dates certain where the deposition may be
25 taken. If the receiving party cannot offer such dates within seven (7) business days of the posting of the
26 notice, they should provide a good faith basis for the inability to do so, and identify a date certain when
27 they can provide such dates.

Once a date is determined, the noticing Party or Parties shall upload to Case Anywhere an Amended Deposition Notice (“ANOD”), providing the date and time. The noticing Party or Parties reserve the right to seek the Court’s guidance to resolve any outstanding issues related to the scope of the deposition following the completion of the deposition(s). The opposing Party reserves the right to serve objections, if any, to the ANOD per § 2025.410(a) and (b), and to raise objections during the deposition(s) as needed.

Plaintiffs’ Proposed Language: Any documents reviewed by the witness to educate the witness on the topic of the deposition must be produced in response to any deposition notice three (3) days prior to the start of the deposition, unless the relevant documents were already produced in the litigation. To the extent documents reviewed by the witness to prepare to testify were already produced in the litigation, they shall be identified by Bates number(s) three (3) days before the start of the deposition. Any photographs or videos will be produced in native format with the available metadata, to the extent possible.

For any third party deposition subpoena, there is no need to first file a TBD notice, and instead service of the subpoena should follow the Code of Civil Procedure.

III. SERVICE OF INDIVIDUAL PLAINTIFF QUESTIONNAIRES

All Individual Plaintiffs must be registered in the BrownGreer portal. All Individual Plaintiffs’ Plaintiff Fact Sheets (“PFS”), Liability Questionnaires (“LQ”), Damages Questionnaires (“DQ”) and Document Checklists (“DC”) must be completed in the BrownGreer portal.

As of November 10, 2025, BrownGreer will manage the service of all PFS, LQ, DQ, and DC, to Defendants, using the file structure and naming convention agreed upon by counsel for Defendants and Liaison Counsel for Individual Plaintiffs

It remains the responsibility of the counsel for each respective Individual Plaintiff to track the date that each PFS, LQ, DQ, and DC, is due for each of their respective clients. Counsel for each respective Individual Plaintiff will follow BrownGreer’s process for informing BrownGreer when each PFS, LQ, DQ, and DC shall be served on Defendants. The Date of Service shall be the date that the counsel for the respective Individual Plaintiff informs BrownGreer that the PFS, LQ, DQ, and DC shall

1 be served on Defendants. BrownGreer will serve the documents on Monday and Thursday of each
2 week, with the exception of holidays.

3 The naming conventions in CMO 5 and CMO 6 for PFS, LQ, DQ, and DC are no longer required
4 and the respective provisions of those CMOs are hereby superseded.

5 Responsive documents to be served with completed and verified LQs and DCs, will also be
6 served through the BrownGreer portal.

7 On the first and third Monday of each month, BrownGreer shall provide to Defendants Excel
8 exports of PFS, LQ, DQ, and DC data served to date.

9 **IV. DEFICIENT INDIVIDUAL PLAINTIFF QUESTIONNAIRES**

10 The provisions of Case Management Order No. 2 dated April 18, 2025, Case Management Order
11 No. 3 dated May 15, 2025, and Case Management Order No. 6 dated July 10, 2025 regarding the
12 deadlines for service of complete and verified Plaintiff Fact Sheets, Damages Questionnaires and
13 Document Checklists (collectively, “Damages Packets”), and Liability Questionnaires shall continue to
14 apply.

15 Individual Plaintiffs who fail to serve complete and verified Plaintiff Fact Sheets, Liability
16 Questionnaires, and/or Damages Packets by their respective due dates, and whose counsel has not
17 sought an extension from Defendants for the untimely submission in question prior to its due date, shall
18 be referred to in this Order as Delinquent Plaintiffs.

19 Defendants shall notify counsel for Delinquent Plaintiffs by email about the delinquency and
20 state that the late submission is due within 15 calendar days of receipt of that notification. Delinquent
21 Plaintiffs shall be required to complete, verify, and serve upon Defendants (via BrownGreer pursuant to
22 the process in § III., above) the Plaintiff Fact Sheet, Damages Packet, or Liability Questionnaire in
23 question within 15 days of receipt of Defendants’ notification regarding the delinquency.

24 If Delinquent Plaintiffs fail to do so, Defendants may file a Motion for an Order to Show Cause
25 seeking monetary sanctions for failure to comply with discovery deadlines. Delinquent Plaintiffs shall
26 thereupon have 10 court days to respond to the Motion and show good cause why sanctions should not
27 be issued. Defendants may file a reply within 7 court days after Delinquent Plaintiffs’ response is filed.

1 Within 30 calendar days of the Court’s ruling on Defendants’ Motion for an Order to Show
2 Cause regarding sanctions for failure to comply with discovery deadlines, Delinquent Plaintiffs shall be
3 required to complete, verify, and serve to Defendants (via BrownGreer pursuant to the process in § III.,
4 above) the Plaintiff Fact Sheet, Damages Packet, or Liability Questionnaire in question.

5 ***Plaintiffs’ Proposed Language:*** If Delinquent Plaintiffs fail to do so, the Delinquent Plaintiff shall not
6 be included in the initial or any subsequently set bellwether trial until they cure the delinquency.

7 ***Defendants’ Proposed Language:*** If Delinquent Plaintiffs fail to do so, Defendants may file a Motion
8 for an Order to Show Cause why the case should not be dismissed with prejudice. Delinquent Plaintiffs
9 shall thereupon have 10 court days to respond to the Motion and show good cause why the case should
10 not be dismissed with prejudice. Defendants may file a reply within 7 court days after Delinquent
11 Plaintiffs’ response is filed.

12 **IT IS SO ORDERED.**

13
14 Dated: _____, 2025

Hon. Laura A. Seigle
Judge of the Superior Court

EXHIBIT 8

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
William Johnson	Aitken Aitken Cohn	10/20/1946	79	Diagnosed with Alzheimer's some years before the fire and has suffered a rapid decline since the fire and the displacement from his home of 46 years. He is also now under the care of a cardiologist with a severe onset of a cardiac condition over and above the AHLZ decline.	Total Loss	Owner	25STCV11607
William Hutchinson	Aylstock, Witkin, Kreis & Overholtz	6/22/1934	91	Serious memory issues rapidly worsening. 91 year old with heart issues and poor health.	Total Loss	Owner	25STCV20848
Jonathan Vos Post	Baker Hostetler	9/3/1951	74	Jonathan lost the ability to walk, and the doctors are still diagnosing the cause	Total Loss	Owner	25STCV07376
Christine Post	Baker Hostetler	4/24/1946	79	Christine has COPD, asthma, and interstitial lung disease.	Total Loss	Owner	25STCV07376
Ora Lee Long	BRAD GAGE LAW, APC	7/31/1942	83	Cancer (kidney and breast), heart disease, kidney failure, gastro (stomach) issues, hearing deficit (wearing hearing aids), decreased vision, arthritis, and back issues (curvature - need cane/walker assistance).	Total Loss	Owner	25STCV05308
Manuel Alvarado	Bridgford, Gleason & Artinian	6/16/1938	87	Stomach cancer with significant metastatic spread	Total Loss	Owner	
Emma Alvarado	Bridgford, Gleason & Artinian	3/11/1938	87	Neurodegenerative decline	Total Loss	Owner	
Dennis Salkin	Century Law Group; Excello Law U.S.	9/6/1968	57	Stage 4 inoperable liver cancer that metastasized into esophageal cancer (mound differentiated adenocarcinoma). Doctor says the liver cancer is aggressive and the tumors are growing. Mr. Salkin's health has declined significantly in the past few months. He is currently participating in a clinical trial with a 10 percent rate of success. (CCP 36(d))	Total Loss	Resident	25STCV30397
Janet Smith	Corey, Luzaich, de Ghetaldi & Riddle/Gibbs Mura	7/16/1952	73	Breast cancer survivor, but now has cancer spreading to lungs.	Damaged not Destroyed	Owner	25STCV22802
James Wright	Corey, Luzaich, de Ghetaldi & Riddle/Gibbs Mura	3/14/1950	75	Parkinson's disease	Total Loss	Owner	25STCV25289
Michael Feinberg	Corey, Luzaich, de Ghetaldi & Riddle/Gibbs Mura	11/1/1952	73	Coronary artery disease, angina, type 2 diabetes	Total Loss	Owner	25STCV25288
David Crocker	Corey, Luzaich, de Ghetaldi & Riddle/Gibbs Mura	4/9/1951	74	Lewy Bodies Dementia. This has caused him to have a sleep disorder that gives him seizure-like symptoms in his sleep. He recently had an episode so intense that he tore muscle in his thigh bone. He is also prone to pneumonia, has heart issues, a pace maker, and a defibrillator implant.	Total Loss	Owner	25STCV23001
Robin Kaufman	Corey, Luzaich, de Ghetaldi & Riddle/Gibbs Mura	12/18/1953	71	Stage 4 lung cancer.	Total Loss	Owner	25STCV22634

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
Yvonne DeCarlo James-Bivins	Corey, Luzaich, de Ghetaldi & Riddle/Gibbs Mura	9/15/1948	77	Transverse Myelitis (a rare inflammatory condition affecting the spinal cord, causing damage to the myelin sheath, which protects nerve fibers)	Total Loss	Owner	25STCV25283
Carloyn Lewis	Cotchett, Pitre & McCarthy LLP	2/7/1953	72	History of diabetes, high blood pressure, stroke and heart attack risk. She was hospitalized in February 2025 for almost 2 weeks due to being a fall risk. During this time the doctors determined that she has early kidney disease.	Total Loss	Owner	25STCV25343
Dorothy Stewart	Danko Meredith Fire Lawyers	3/28/1932	93	Lupus, Kidney Disease, and Heart Failure. Requires dialysis three times per week.	Smoke & Ash	Owner	
Jane Miguel	Danko Meredith Fire Lawyers	3/8/1933	92	Heart and Respiratory Failure, High Blood Pressure and Dementia	Total Loss	Owner	25STCV01739
Kathleen Fennell	Edelson	6/3/1945	80	Epilepsy and serious respiratory issues. She was diagnosed with pulmonary tension a few months before the fire, and her condition deteriorated after the fire such that she now uses a breathing machine and takes medication for it. She is bedridden and has very limited mobility, and takes medication for her seizure disorder.	Total Loss	Owner	25STCV31276
Roger Fennell	Edelson	11/26/1946	78	Parkinson's Disease, diabetes, and cardiac issues leading to two aortic valve replacements.	Total Loss	Owner	25STCV31276
Gwendolyn Heath	Edelson	9/26/1946	79	Suffered a stroke in April 2025 as a result of carotid artery disease and a blocked artery in her neck. She had surgery shortly after the stroke, but recovery has been very painful and she remains at elevated risk of more strokes. She takes medication for her condition, and has ongoing muscular difficulties with her left arm requiring use of a brace and limiting function to her right hand only.	Total Loss	Owner	25STCV31276
Emma Hilliard	Edelson	7/24/1933	92	Alzheimers	Total Loss	Owner	
William Hilliard	Edelson	2/5/1934	91	Alzheimers	Total Loss	Owner	
Carol Langley	Edelson	2/20/1926	99	Cognitive and memory problems	Total Loss	Owner	25STCV31276
Charles Pointer	Edelson	7/16/1932	93	Colorectal cancer, undergoing treatment. Limited mobility.	Total Loss	Owner	25STCV31276
Bornie Labassiere	Ellis Law Corporation	4/25/1939	86	Suffers from High Blood Pressure, has had B-knee surgeries, Afib, and x2 Hernia Surgeries.	Total Loss	Owner	
Lance Laub	Ellis Law Corporation	6/13/1951	74	Suffers from Dementia, COPD and Diabetes. He needs full time care.	Smoke & Ash	Owner	
Angel Trujillo	Ellis Law Corporation	5/29/1953	72	Two heart attacks in Nov. 2024. Two heart stents	Smoke & Ash	Owner	
Candis Fowler	Ellis Law Corporation	12/11/1947	77	Smoke inhalation	Smoke & Ash	Owner	

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
Daniel Meyer	Ellis Law Corporation		125	Smoke inhalation	Smoke & Ash	Owner	
June Baker Bottcher	Engstrom, Lipscomb & Lack	7/8/1949	76	Stage 2 breast cancer; invasive ductal carcinoma, Epiretinal detachment in both eyes (will require surgery), Left hand Paresthesia.	Total Loss	Owner	25STCV07626
Harold Charles	Engstrom, Lipscomb & Lack	1/21/1949	76	Hypertension, diabetes and medications taken for both conditions.	Damaged not Destroyed	Owner	
Leota Foley	Engstrom, Lipscomb & Lack	8/17/1935	90	Cognitively impaired with dementia	Total Loss	Owner	
Daniel Pang	Engstrom, Lipscomb & Lack	8/5/1941	84	Chronic intestinal blockage and heart failure	Total Loss	Renter	25STCV07626
Patricia Pang	Engstrom, Lipscomb & Lack	7/29/1944	81	Pulmonary hypertension and Atrial tachycardia	Total Loss	Renter	25STCV07626
Clifford Nakatani	Engstrom, Lipscomb & Lack	9/6/1932	93	Cognitive decline, decresed kidney function	Total Loss	Owner	
Cheryl Rooke	Engstrom, Lipscomb & Lack	12/13/1947	77	Autoimmune hepatitis type 1, Arthritis, Asthma, Cervical myofascial strain, Cervical spondylosis, Dysphonia, Emphysema of the lungs, Hyperlipidemia, Migraine with aura, Numbness and tingling, Osteopenia, Right median nerve neuropathy, Sicca, Sjogren's syndrome, Vitamin D insufficiency. My autoimmune diseases cause inflammatory reactions in response to sustained significant stress such as debilitating fatigue, myalgia, and joint pains that interfere with hand use and walking; lung disease — wheezing, coughing, shortness of breath; dysphonia — difficulty speaking audibly and fluently.	Total Loss	Owner	25STCV04253
Scott Hathaway	Engstrom, Lipscomb & Lack	5/23/1953	72	Heart surgery, angioplasty, 2012, Open Heart surgery, coronary artery lesion, double bypass, 2020	Total Loss	Owner	25STCV07626
Shield Anderson	Engstrom, Lipscomb & Lack	7/9/1953	72	Receiving treatment for cancer - retroperitoneal liposarcoma, hypertension, high cholestrol	Total Loss	Owner	25STCV07626
Diane H. Pappas	Engstrom, Lipscomb & Lack	9/25/1955	70	Familial Cold Autoinflammatory Syndrome	Smoke & Ash	Owner	25STCV04253
Julie Peters	Engstrom, Lipscomb & Lack	10/27/1942	83	Neurofibroma within the lumbar spinal canal.			25STCV04253
Felix Uwagboi	Engstrom, Lipscomb & Lack	6/5/1951	74	Diabetes, Hypertension, High cholesterol , Gout, Back pain - had back surgery 2019, Sciatica nerve pain, History of prostate cancer	Partial Structure Loss	Owner	25STCV04253
Evelyn Henderson	Feinberg Fitch	7/15/1933	92	Significantly failing health resulting from breast cancer (last cancer surgery of a total of 3 was on October 14, 2023). She is also wheelchair bound 24/7 due to generalized arthritis, a heart murmur, bone on bone knee conditions in both knees and significantly impaired vison and hearing. She requires full time around the clock care.	Total Loss	Owner	25STCV13270

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
Carl Neal	Feinberg Fitch	8/5/1954	71	Suffers from advanced kidney neuropathy, type 2 diabetes, prostatitis, and a bone on bone knee condition in both knees requiring surgery at such time that he can locate long term suitable care for his mother.	Total Loss	Owner	25STCV13270
Ali Ellaboudy	Fox Law	2/4/1930	95	Stage 4 cancer	Total Loss	Owner	25STCV22877
Mary Meye	Fox Law	9/1/1929	96	Hearing Loss, digestive problems, skin cancer, IBS, high blood pressure; significantly advanced age	Total Loss	Owner	25STCV08447
Virginia Peterson	Fox Law	2/2/1947	78	Terminal cancer (follicular lymphoma/lung cancer) – palliative care	Total Loss	Owner	25STCV22939
Raymond Cable	Fox Law	4/7/1942	83	Stroke post-fire; rapidly deteriorating health	Total Loss	Owner	25STCV08447
Joseph Briana	Fox Law	2/19/1939	86	Reduced kidney function; 100% blockage in large heart artery, under care of pulmonary specialist.	Total Loss	Renter	25STCV08447
Richard Partlow	Fox Law	12/3/1932	92	Significantly advanced age; bladder cancer; high blood pressure, peripheral neuropathy, atrial fibrillation	Total Loss	Owner	25STCV22876
John Dale Gregoire	Fox Law	6/24/1934	91	Chronic Obstructive Pulmonary Disease (COPD) & Congestive Heart Failure	Total Loss	Owner	25STCV28630
Verne Williams	Fox Law	3/28/1935	90	Lung issues, High cholesterol; high blood pressure; Digestion issues/weight loss.	Total Loss	Owner	25STCV08447
Frank Hinckley	Fox Law	6/1/1946	79	Double (or triple) bypass; kidney recipient; diabetes	Total Loss	Owner	25STCV28619
Yaeko Matsumura	Fox Law	7/4/1932	93	Alzheimer's, high blood pressure, high cholesterol, mini strokes, GI bleed issues	Total Loss	Owner	25STCV22869
Kenneth Wood Sr.	Fox Law	2/10/1940	85	Vascular dementia; TIA's; High BP; Diabetes	Total Loss	Owner	25STCV22922
Mary Herbert	Fox Law	11/10/1939	86	COPD	Total Loss	Owner	25STCV08447
Charles Edwards	Fox Law	11/12/1953	72	Parkinson's; balance problems, diminished ability to walk, cognitive skills and memory gradually degrading.	Total Loss	Owner	25STCV28624
Genevieve Morris	Fox Law	7/19/1947	78	Diagnosed with cognitive impairment (memory issues); no mobility, no longer able to walk	Total Loss	Owner	25STCV08447
Bobby Perez	Fox Law	10/9/1947	78	Afib; diabetes; kidney cancer; prostate cancer, aneurysm in left kidney, TIAs; ongoing oncology appointments.	Total Loss	Owner	25STCV22916

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
Judith Sullivan	Glazier Yee, LLP	6/29/1944	81	Mobility issues due to lower back problems; PTSD issues: Depression, panic attacks; High blood pressure Neuropathy in lower limbs Headaches Heart problems, currently in the process of evaluation with a cardiologist; Sleep problems, causing major anxiety.	Damaged not Destroyed	Owner	25STCV26159
Sanford B. King	Knell Ruggiero LLP	1/11/1943	82	Moved to an assisted living facility with memory loss, depression, and dementia, as well as ongoing physical conditions including, but not limited to, hypertrophic cardiomyopathy and high blood pressure	Total Loss	Owner	25STCV21816
Abraham Aghoian	Kitsinian Law	9/25/1929	96	Heart valve replacement surgery due to valve failure that needed to be replaced, or he would have died. Replaced with a pig valve. The valve needs to be replaced every several years. Due to his age, the only procedure that would allow the periodic valve replacement is a Trans Aortic Valve Replacement (TAVR) a procedure that is considered serious and carries risks similar to those of open-heart surgery. Suffering from sudden blackouts and has fallen twice since being displaced. One fall resulting in a broken hip a few months ago while in temporary housing and he recently underwent surgery for it. Doctor believes blackouts are due to low blood pressure.	Total Loss	Owner	25STCV04705
Mary Aghoian	Kitsinian Law	5/22/1936	89	Dementia and has been informed by the neurologist that it is a terminal illness.	Total Loss	Owner	25STCV04705
Boghos Agulian	Kitsinian Law	3/20/1940	85	Suffered from 3 strokes before the Eaton Fire and is believed to have suffered 2-3 more strokes since the fire. Recent MRI's indicate he has dementia and has also been diagnosed with Alzheimer's. The doctor has informed the illness is terminal. Due to strokes his vision and hearing have also significantly diminished. He is in rapid decline of his health and is unable to walk or sustain himself.	Total Loss		25STCV23422
Athala Delgado Orozco	KP Law	12/26/1944	80	Kidney failure (on dialysis 3 times a week)	Damaged not Destroyed	Owner	25NNCV02145

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
Richard James Holmes	Law Office of Jacob P. Ainciart	12/27/1940	84	Mr. Holmes has been diagnosed with basal cell carcinoma and squamous cell carcinoma. Mr. Holmes has many other health conditions which affect his quality of life, but likely do not impact his longevity. I am happy to provide additional details if necessary.	Total Loss	Owner	
Junzo Mori	Law Office of Jacob P. Ainciart	4/13/1949	76	No specific health issues	Total Loss	Occupant	
Melanie Ann Calvert	Law Office of Robert Dourian	11/11/1954	71	Ms. Calvert is a Cancer patient: Specifically Follicular non-Hodgkin's lymphoma, grade ki 67-47%, diagnosed by biopsy and confirmed by second lab. November 2016. See Pathology report. She received two years of infused intermittent Rituxan (an immunologic cancer drug with black box warning).(See attached onco report from Jan. 2025). Finished immuno-cancer therapy in June 2018. Periodic surveillance by blood draws, CT or PET scan to check lymph nodes, lungs for stranding, ground glass or proliferation in number and size of nodes. This type of cancer is considered incurable, recent lymph nodes detected.	Total Loss	Owner	25STCV13506
Robert Perkins	Law Office of Robert Dourian	7/28/1934	91	Significant decline in cognition since the fires, respiratory issues. Overall decline in all aspects of physical and mental health.	Smoke & Ash	Owner	
Sandra Bugarin	Law Office of Robert Dourian	1/27/1969	56	Diagnosed with Type I Diabetes at age of 15; Suffers from Hypertension. Stroke in 2010, recovered; 2020 had two heart attacks. Stents placed. Open heart surgery was not an option due to 20% heart function; Congestive heart failure; Colon Cancer. 2021-2022 Surgery, followed by Chemo. Currently in remission, under periodic testing; Since the fires, has been hospitalized twice, due to heart issues and breathing difficulties.	Total Loss	Owner	25STCV10698
Martin Michael Veselich	Law Office of Wayne McClean	6/10/1952	73	Sleep apnea ; bladder cancer survivor; has hypertrophic cardiomyopathy	Total Loss	Owner	25STCV22338
Mary Veselich	Law Office of Wayne McClean	9/16/1950	75	Episodes of transient amnesia due to stress which required her to be hospitalized	Total Loss	Owner	25STCV22338
Kristen Harman	Law Office of Wayne McClean	6/16/1976	49	Stage 4 breast cancer. (CCP 36(d))	Total Loss	Renter	25STCV22338

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
Monica Hubbard	Law Offices of Timothy M. Howett	11/14/1943	81	Oral Lichen Planus which is an autoimmune disease exacerbated by stress. If exacerbation continues, it can lead to cancer. Mobility issues due to a fall in which she still has a torn meniscus in her knee and had to have a reverse shoulder replacement to her left shoulder. She has limited mobility in that arm and limited strength. She was engaging in PT up until the fire. She has not been able to resume that since.	Smoke & Ash	Owner	25STCV16730
Gloria Dilbeck	Lieff Cabraser Heimann & Bernstein, LLP	12/30/1936	88	Three heart attacks and has congestive heart failure. She also had a quadruple bypass a few years ago.	Total Loss	Owner	25STCV32400
Gloria Klay Cubit	LippSmith/Ludd/Ambaye/Robertson/Curtis	7/14/1948	77	Stage III Ovarian cancer (chemo for the foreseeable future); Diabetes (Insulin); Rheumatoid arthritis; Heart problems (testing)	Total Loss	Owner	
Dianne Lewis	LippSmith/Ludd/Ambaye/Robertson/Curtis	5/9/1952	73	Recent, Emergent Bowel Obstruction (life-threatening with surgery, complications, and multiple hospitalizations)		Owner	
DOROTHY M. LLOYD	LippSmith/Ludd/Ambaye/Robertson/Curtis	2/4/1936	89	High Cholesterol; Heart Medication; Blurring Vision (medication); Pre-diabetes; Lower Extremity Edema; Acute Mobility Decline (fall risk); Undiagnosed Depression	Total Loss	Owner	25STCV14245
ERNEST G. LUJAN	LippSmith/Ludd/Ambaye/Robertson/Curtis	1/17/1940	85	High Blood Pressure (medication); Heart Condition Requiring Warfarin; Heart Murmur (medication); Cognitive Decline	Smoke & Ash	Owner	25STCV14245
BIRDIE SHARON MORRISON	LippSmith/Ludd/Ambaye/Robertson/Curtis	7/13/1950	75	Asthma; High Blood Pressure (medication); High Cholesterol (medication)	Smoke & Ash	Owner	25STCV14200
RAYMOND C. MORRISON	LippSmith/Ludd/Ambaye/Robertson/Curtis	7/27/1950	75	Hypertrophic Cardiomyopathy (medication); Unspecified Cardiac Valve Disease; Sleep Apnea; Pre-diabetes; High Blood Pressure (medication)	Smoke & Ash	Owner	25STCV14200
Irene Hall	LippSmith/Ludd/Ambaye/Robertson/Curtis	9/28/1939	86	Open Heart Surgery (four years ago due to clogged arteries and a leaking valve); Heartbeat Regulating Medication; High Cholesterol (medication); High Blood Pressure (medication); Low Back Disc Degeneration and Sciatica (limping)	Smoke & Ash	Owner	
Darlene Anderson	LippSmith/Ludd/Ambaye/Robertson/Curtis	3/19/1939	86	High Blood Pressure; High Cholesterol; Pacemaker	Smoke & Ash	Owner	

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
Laura Terry	LippSmith/Ludd/Ambaye/Roberson/Curtis	4/23/1948	77	High Blood Pressure (medication); Pre-diabetes (medication); Gout (medication); Arthritis (requires a walker); Blood Clots in Legs (water pills and blood thinners)	Total Loss	Owner	
Will McCraw	LippSmith/Ludd/Ambaye/Roberson/Curtis	7/30/1946	79	High Cholesterol (medication); High Blood Pressure (medication); Thyroidectomy (medication); Enlarged Prostate (medication)	Total Loss	Owner	
Victor L. Fuery	LippSmith/Ludd/Ambaye/Roberson/Curtis	11/13/1937	88	High Blood Pressure (medication); High Cholesterol (medication); Pre-diabetes; Glaucoma (eye drops); Arthritis	Total Loss	Owner	
Wayne E. Jones	LippSmith/Ludd/Ambaye/Roberson/Curtis	1/29/1948	77	Neurogenic Bladder; High Cholesterol; Glaucoma	Total Loss	Owner	
Deborah West-Jones	LippSmith/Ludd/Ambaye/Roberson/Curtis	5/27/1950	75	High Blood Pressure (medication); High Cholesterol (medication)	Total Loss	Owner	
Lenora D. Moore	LippSmith/Ludd/Ambaye/Roberson/Curtis	6/30/1932	93	High Blood Pressure (medication); Prescribed Vitamin D3; Kidney Stones (medication); Pre-diabetes; Fall Injury (uses a cane; fall risk)	Total Loss	Owner	
Roosevelt Pullem	LippSmith/Ludd/Ambaye/Roberson/Curtis	2/11/1938	87	High Blood Pressure (medication); Herniated Disc in Low Back (medication); Cataracts (surgery on right eye last year; needs surgery on left eye)	Total Loss	Owner	
Gerald Brown	LippSmith/Ludd/Ambaye/Roberson/Curtis	2/24/1939	86	Irregular Heartbeat (medication); Cataracts (removed); High Cholesterol (medication)	Total Loss	Owner	
George Jessie King, Jr.	LippSmith/Ludd/Ambaye/Roberson/Curtis	11/11/1943	82	Diabetes (medication); High Blood Pressure (medication)	Total Loss	Owner	
Todd Skinner	LippSmith/Ludd/Ambaye/Roberson/Curtis	1/2/1948	77	Hypertension (medication); High Cholesterol (medication); Diabetes (medication); Chronic Kidney Disease or CKD (medication); Borderline Incontinence (medication); Gout (medication); Prostate Cancer Survivor	Smoke & Ash	Owner	
VELISA L. JEFFERY	LippSmith/Ludd/Ambaye/Roberson/Curtis	7/19/1951	74	Asthma (medication); High Blood Pressure; Arthritis (fall risk); Insomnia	Total Loss	Owner	25STCV14200
ARDELIA M. WRIGHT	LippSmith/Ludd/Ambaye/Roberson/Curtis	6/17/1945	80	Pre-diabetes; Back Fusion w/ Disintegrated Disc at L-4 to T-10 (uses a cane and walker)	Total Loss	Owner	25STCV14245
Georgette Deveres	LippSmith/Ludd/Ambaye/Roberson/Curtis	12/18/1952	72	Stroke w/ Major Brain Surgery in 2017 Affecting Cognition (continued medication)	Total Loss	Owner	
Debra Doxey	LippSmith/Ludd/Ambaye/Roberson/Curtis	10/26/1955	70	Parkinson's Disease; PTSD and Anxiety Related to the Fire	Smoke & Ash	Owner	
Otis Doxey	LippSmith/Ludd/Ambaye/Roberson/Curtis	3/30/1942	83	Atrial Fibrillation and Irregular Heartbeat	Smoke & Ash	Owner	

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
PAUL TIMOTHY GIBSON	LippSmith/Ludd/Ambaye/Robertson/Curtis	4/29/1946	79	High Cholesterol (herbal supplement) Glaucoma (medication); Prediabetes; Allergies	Total Loss	Owner	25STCV14200
DELORES SMITH	LippSmith/Ludd/Ambaye/Robertson/Curtis	11/1/1950	75	Glaucoma (medication); Borderline High Blood Pressure (baby aspirin); High Cholesterol (herbal supplement); Severe Arthritis in Right Hip	Total Loss	Owner	25STCV14200
RUTH KAREN COLEY	LippSmith/Ludd/Ambaye/Robertson/Curtis	12/31/1945	79	High Blood Pressure (medication); Glaucoma; Asthma; Smoke Inhalation Post-Fire (medication)	Total Loss	Owner	25STCV14245
Beverly Knight	LippSmith/Ludd/Ambaye/Robertson/Curtis	6/7/1949	76	Heart Problems and Palpitations; Mobility Issues	Total Loss	Owner	
Vincent Knight	LippSmith/Ludd/Ambaye/Robertson/Curtis	10/13/1948	77	Hearing Disability; PTSD; 90% disabled; Asthma (medication)	Total Loss	Owner	
Richard "Rick" Zuber	LippSmith/Robertson/Curtis	4/16/1955	70	Bladder Cancer; Radical Cystectomy; Urinary Neobladder Diversion; Prostatectomy; Atherosclerosis of the Aorta; Supraventricular tachycardia; Unsustained Ventricular Tachycardia; Chest Pain; Atrial Premature Heartbeats; Hypertriglyceridemia; Hyperlipidemia; Anemia; Actinic Keratosis; Obstructive Sleep Apnea; Hypothyroidism; Diverticulosis of Colon; Pre-Diabetes; Vitamin B12 Deficiency	Total Loss	Owner	
Mary Margaret Downer	LippSmith/Robertson/Curtis	4/12/1928	97	Bladder Cancer; Pacemaker; High Cholesterol (medication); Hearing Loss	Total Loss	Owner	25STCV05999
CATHERINE STINSON	LippSmith/Robertson/Curtis	3/26/1948	77	Triple Negative Breast Cancer Survivor (ongoing monitoring because cancer is aggressive with a poorer prognosis; lumpectomy, chemo, and radiation; treatment port removed December 2024); Surgery for suspected thyroid cancer at end of 2024 (with complications); Needs a Knee Replacement	Total Loss	Owner	25STCV14364
MARIA T. DIMASSA	LippSmith/Robertson/Curtis	12/7/1938	86	Dementia (diagnosed 11 days after the fire during hospitalization); COPD; Pericardial Effusion; Arthritis; Hypothyroidism (medication)	Smoke & Ash	Renter	25STCV14290
JOSEPH F. DIMASSA	LippSmith/Robertson/Curtis	1/30/1942	83	High Cholesterol (medication); Heart Problems (likely needs a pacemaker); Gallbladder Removal (approx. three days post-fire)	Smoke & Ash	Renter	25STCV14290
TONITA FERNANDEZ	LippSmith/Robertson/Curtis	10/6/1955	70	Quadruple Bypass (October 4, 2024); High Blood Pressure (medication); High Cholesterol (medication); Diabetic (medication); Blood thinner; Colorectal Cancer Survivor (2018); Neuropathy from Cancer; Hypothyroidism (medication)	Total Loss	Owner	25STCV14290
Kimble Burke Morton	LippSmith/Robertson/Curtis	8/10/1952	73	Osteoarthritis	Total Loss	Owner	25STCV03018

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
Taylor Lee Morton	LippSmith/Robertson/Curtis	1/17/1952	73	Stage 4 Breast Cancer Survivor; Hip Replacement (a few years ago)	Total Loss	Owner	25STCV03018
JOHANNA DEKKER	LippSmith/Robertson/Curtis	1/6/1938	87	Heart Attack (medication); High Blood Pressure; High Cholesterol; Serious Gastrointestinal Issues Stemming From Hiatal Surgery; Pancreatic Insufficiency (medication); Lamé Left Leg (cannot walk independently); Neuropathy in Legs; Arthritis in Hands	Total Loss	Owner	25STCV07785
CHARLES PHILLIPS	LippSmith/Robertson/Curtis	12/22/1952	72	High Blood Pressure (medication); High Cholesterol (medication); Arthritis (knee); Prediabetes; Cramping; Cardiac Stints (medication)	Total Loss	Renter	25STCV14290
DORIS MARIE SCOTT	LippSmith/Robertson/Curtis	2/25/1955	70	Arthritis (limp); High Blood Pressure (medication); High Cholesterol (medication); Wheezing (inhaler)	Total Loss	Owner	25STCV03643
LARRY CHARLES ROOT	LippSmith/Robertson/Curtis	11/29/1955	69	High Cholesterol (medication); Overactive thyroid (medication); High PSA Related to Prostate (medication); Deteriorating Vision, Beginning of Cataracts; Chronic Cough (post-fire).	Total Loss	Owner	25STCV03643
Gloria Bailey	LippSmith/Robertson/Curtis	11/27/1953	71	Depression; Surgery Indicated for Neck, Shoulders and Back	Total Loss	Owner	25STCV02518
Harold Bishop	LippSmith/Robertson/Curtis	11/25/1940	84	High Blood Pressure; Diabetes	Total Loss	Owner	25STCV05999
Bonnie Bishop	LippSmith/Robertson/Curtis	9/20/1941	84	Heart Condition; Bipolar Disorder	Total Loss	Owner	25STCV05999
Teresa Ponce de Palacios	LippSmith/Robertson/Curtis	3/30/1945	80	Heart problems; asthma	Total Loss	Owner	25STCV05999
Terri Soto	LippSmith/Robertson/Curtis	4/28/1955	70	Hypothyroidism; Anxiety; Bipolar 2 Disorder	Total Loss	Owner	25STCV10914
Steven Takemura	LippSmith/Robertson/Curtis	4/27/1954	71	High Blood Pressure; Prior Brain Clot	Total Loss	Owner	
Darrel Shurney	Morgan & Morgan	5/24/1947	78	Mr. Shurney suffers from a host of health problems, including hypertension with respiratory illness (asthma and other symptoms exacerbated by smoke inhalation) Cervical thoracic and lumbar spine injury (client is in severe pain and is in the process of getting approval for assisted care to help with his daily living needs), and Agent Orange Exposure (exposure during his service in the military, a condition which he has to continue to monitor)	Damaged not Destroyed	Owner	
Frank Montgomery	Morgan & Morgan	9/9/1943	82	Mr. Montgomery suffers from a host of health problems, including an Infection in the shoulder, a bone infection and is pre-diabetic. He is a military veteran who was exposed to DDT (Note: official diagnosis for the DDT exposure and impact would need to be further confirmed.)	Damaged not Destroyed	Owner	

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
Uniana Gordon	Morgan & Morgan	3/14/1929	96	Ms. Gordon suffers from hypertension which must be closely monitored by her physician.	Damaged not Destroyed	Owner	
Dolores Ramirez	Panish Shea Ravipudi	5/20/1932	93	93-year-old victim of a heart attack, August 2024. On September 26, 2024, suffered from a bowel obstruction. Both the heart attack and bowel obstruction left her weak and underweight. Type 2 Diabetes, Hypertension and recently there were polyps found in her liver.	Total Loss	Occupant	25STCV26340
Ann Yamane	Panish Shea Ravipudi	7/25/1934	91	Severe dementia and has been on hospice care since December 2023 after being hospitalized for pneumonia. She broke her hip in 2017 and since 2020 has not been able to walk. Fed soft foods but liquids need to be thickened now since choking and swallowing are becoming an issue. She is checked by a nurse weekly from the hospice company and notes are sent to their doctor according to the hospice schedule.	Total Loss	Owner	25STCV25852
Jacqueline Hinkel	Panish Shea Ravipudi	2/14/1935	90	Broken back (L3). Receiving round-the-clock care from husband, Robert Hinkel (age 85). Robert is a veteran and retired pathologist. Both are still living in a hotel.	Total Loss	Owner	25STCV25415
Baruch Sofier	Panish Shea Ravipudi	2/14/1947	78	Stage 4 Prostate Cancer	Total Loss	Owner	
Mary Anna Soifer	Panish Shea Ravipudi	2/5/1944	81	COPD	Total Loss	Owner	
Juan Carlos Ciuffo	Panish Shea Ravipudi	7/11/1943	82	Diagnosed with prostate cancer that is spreading to hip (bone) and lung. As a consequence of the prostate cancer and and enlarged prostate has trouble with incontinence. Suffers from high blood pressure, diabetes, arritmia and gout.	Total Loss	Owner	
Nelly Barajas	Quinn Emanuel Urquhart & Sullivan, LLP	12/25/1953	71	Diabetes, Blood pressure, Cholesterol, Heart valve replacement	Smoke & Ash	Renter	25NNCV06305
Rogelio Barajas	Quinn Emanuel Urquhart & Sullivan, LLP	7/6/1950	75	Diabetes, Blood pressure, Cholesterol	Smoke & Ash	Renter	25NNCV06305
Kristin "Cricket" Blake	Quinn Emanuel Urquhart & Sullivan, LLP	7/23/1954	71	Health condition(s), including diagnosis verified by recent medical record - Glioblastoma, an aggressive form of brain cancer (at the start of the fire, was told she had less than a year to live; now completed radiation and chemotherapy; doctors now give her a few weeks to live	Smoke & Ash	Owner (Landlord)	25NNCV06305

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
Darrell Carr	Quinn Emanuel Urquhart & Sullivan, LLP	3/10/1952	73	Heart attack in approx. 2009; heart attack on 2/22/2013. Under a cardiologist's care and also has stent in heart. On diabetes and cholesterol medicine.	Total Loss	Owner	25NNCV06305
Howard Douglas Chapman	Quinn Emanuel Urquhart & Sullivan, LLP	12/11/1950	74	Type 2 diabetes, High blood pressure, High cholesterol levels, Vertigo, Enlarged prostate	Total Loss	Owner	25NNCV06305
Marilyn Chong	Quinn Emanuel Urquhart & Sullivan, LLP	10/3/1951	74	Hypertension (controlled with medication), Mild emphysema, MAC lung disease (in treatment for recurrence), Immune system disorder.	Total Loss	Owner	25NNCV06305
Ilene Clingmon	Quinn Emanuel Urquhart & Sullivan, LLP	10/2/1952	73	Hypertension, Arthritis, Cancer – thyroid (thyroidectomy in June 2023), at risk for heart attack or stroke based on high cholesterol.	Total Loss	Owner	25NNCV06305
Percy Clingmon	Quinn Emanuel Urquhart & Sullivan, LLP	11/25/1951	73	Prostate cancer diagnosis in 2018. Condition is aggressive. Estimated life expectancy was 10 years at the time (3 years to go now) Hypertension, Asthma.	Total Loss	Owner	25NNCV06305
Susan Dachel	Quinn Emanuel Urquhart & Sullivan, LLP	4/11/1944	81	Benign hypertension, Bi-lateral partial knee implants	Total Loss	Owner	25NNCV06305
Coli Gonzalez	Quinn Emanuel Urquhart & Sullivan, LLP	2/10/1934	91	91-years-old, with history of breast cancer, pulmonary embolism, thyroid condition, high blood pressure, and Type 2 diabetes.	Total Loss	Owner	25NNCV06305
Ronald Grassman	Quinn Emanuel Urquhart & Sullivan, LLP	8/26/1943	82	Heart disease (heart attack at age 50, bypass surgery at age 59, valve repair at age 65), Secondary kidney failure – stage 3.	Total Loss	Owner	25NNCV06305
Joel Greenberg	Quinn Emanuel Urquhart & Sullivan, LLP	1/7/1947	78	Hypertension, Diabetes, type 2, Melanoma – 3 separate cases; skin surgery eradicated the melanoma conditions for all 3.	Total Loss	Owner	25NNCV06305
Clarence Martin	Quinn Emanuel Urquhart & Sullivan, LLP	11/22/1948	76	Diabetes, Sleep apnea	Total Loss	Owner	25NNCV06305
Bow Tong Revusky	Quinn Emanuel Urquhart & Sullivan, LLP	10/1/1940	85	Mild cognitive impairment. Moved in with family a few months before fire due to diagnosis and concerns about her living alone as she was neither thriving nor eating properly	Total Loss	Renter	25NNCV06305

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
David Slater	Quinn Emanuel Urquhart & Sullivan, LLP	6/5/1943	82	Dementia. Very severe – no longer able to converse. Found by the Sheriff wandering the streets after the fire due to severity of condition.	Damaged not Destroyed	Owner (Sons are trustees of family trust that owns the home given his condition)	25NNCV06305
Pamela Warrick	Quinn Emanuel Urquhart & Sullivan, LLP	5/25/1947	78	Ventricular tachycardia, a potentially fatal heart arrhythmia which can be triggered by stress, shock, anxiety; spinal stenosis, lumbar and cervical; asthma	Total Loss	Owner	25NNCV06305
Judith K. Stark	Quinn Emanuel Urquhart & Sullivan, LLP	1/22/1941	84	Diagnosed by neurologist as having moderate Alzheimer's a couple years ago. Condition deteriorated significantly following the fires. Recently hospitalized with aspiration pneumonia and recently released to skilled nursing at memory care facility. Having to leave her first memory care and all the providers she knew and the routine and familiarity caused her tremendous distress. Difficulty adjusting to new living environment and mobility declined. Begun experiencing far more frequent periods of distress, crying, shouting, and agitation. Prior to fires, such episodes were rare and short in duration	Total Loss	Renter	25NNCV06305
Barbara Tucker	Quinn Emanuel Urquhart & Sullivan, LLP	11/14/1942	82	Referred to a cardiologist due to chest palpitations; several stress tests for heart; doctor also ordered exams of vessels to determine if any issues. Wearing a boot because ruptured Achilles tendon; may need surgery.	Smoke & Ash	Owner	25NNCV06266
Bow Jean Wong	Quinn Emanuel Urquhart & Sullivan, LLP	12/15/1941	83	Severe stenosis of aortic valve and will be having surgery soon to replace the valve. High blood pressure.	Total Loss	Renter	25NNCV06305
Jam Wong	Quinn Emanuel Urquhart & Sullivan, LLP	3/11/1937	88	Glaucoma. Type 2 diabetes High blood pressure	Total Loss	Renter	25NNCV06305
James (Jim) Dillavou	Quinn Emanuel Urquhart & Sullivan, LLP	9/7/1942	83	Dementia, which has been exacerbated due to loss of his home	Total Loss	Owner	25NNCV06305
Carrie Runnels	Richards Willis	3/31/1931	94	Bladder cancer and congestive heart failure.	Smoke & Ash	Owner	25STCV15267
Seda Torossian	Robertson	11/21/1949	75	Shingles, heart disease including high cholesterol and high blood pressure. Crohns disease. Since the fires, anxiety and depression.	Total Loss	Owner	25STCV02518

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
Souren Torossian	Robertson	9/16/1947	78	Macular degeneration, atrial fibrillation, thyroid disease. Since the fires, anxiety and depression	Total Loss	Owner	25STCV02518
Adii Al-Catantii	Robins Cloud, LLP	1/21/1953	72	Cancer CKD Stage 3A; currently in remission; Elevated PSA Prostate Specific Antigen); Atherosclerosis of Aorta; Left Ventricular Hypertrophy; Hypertension; Acute Renal Failure; Urinary Retention	Total Loss	Owner	25STCV02518
Jean Carr	Rosen Saba	6/23/1929	96	Due to her advanced age and health, she is now living in a care facility, where she receives assistance with daily activities.	Total Loss	Owner	25STCV02068
George Francis Parker	Rosengarten & Associates	6/15/1946	79	Heart condition (defibrillator); leukemia (currently in remission); history of prostate cancer (currently in remission); recent PET scan showing 3 potential spots of bone cancer	Total Loss	Owner	25STCV24408
Barbara McGuffie	Rosengarten & Associates	3/14/1945	80	Heart murmur condition; Type II Diabetes; blood pressure issues; extremely poor vision; melanoma (removed) February 2025; cholesterol issues; back (disc) issues	Total Loss	Owner	25STCV24408
Herman Landy Sr.	Shernoff Bidart Echeverria	4/20/1942	83	He has a history of high blood pressure for which he takes medication. He also has metal plates and six screws in his back and is restricted from lifting anything over 35 pounds. Additionally, he suffers from acid reflux (<i>medical confirmation pending</i> .)	Total Loss	Owner	
Juanita Landry	Shernoff Bidart Echeverria	8/1/1953	72	Diagnosed with dementia and Alzheimer. Day after fire hospitalized for heart palpitations. Additionally, she suffers from arthritis.	Total Loss	Owner	
Marilyn Vaccaro	Shernoff Bidart Echeverria	7/2/1937	88	Fatty liver disease and high blood pressure	Damaged not Destroyed	Owner	25STCV05544
Javier Mendoza	Shernoff Bidart Echeverria	11/12/1937	88	Type 2 diabetes	Total Loss	Owner	25STCV05544
Gordon McDonough	Shernoff Bidart Echeverria	9/15/1944	81	Blood thinners due to circulation issues, skin cancer, and joint replacement	Total Loss	Renter	25STCV05544
Douglas Law	Shernoff Bidart Echeverria	4/16/1955	70	Pre-diabetic	Total Loss	Owner	25STCV05544
Duane Ebbert	Shernoff Bidart Echeverria	9/4/1942	83	In 2024, Pneumonia resulting in hospitalization. In 2019, post-surgical infection in my hand. In 2011, suffered a minor heart attack with placement of stent. Plus, additional health concerns	Total Loss	Owner	25STCV05544
Patricia Ebbert	Shernoff Bidart Echeverria	8/14/1946	79	Various health conditions attached in the records (overweight, diabetes, psoriasis)	Total Loss	Owner	25STCV05544
Ray Spano	Sieglock Law/Caine Law	8/17/1937	88	Sleep Apnea	Total Loss	Owner	25STCV06610
Mary Jo Spano	Sieglock Law/Caine Law	2/22/1940	85	Atrial fibrillation (afib), double knee replacement.	Total Loss	Owner	25STCV06610

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
Patricia Hibbard	Sieglock Law/Caine Law	4/4/1938	87	Stage 4 lung cancer, currently on chemo; recently refused hospice care; currently weighs approx. 65 lbs.	Smoke & Ash	Renter	
Frank Jones	Sieglock Law/Caine Law	11/11/1943	82	AAA aortic ascending aneurysm; high blood pressure; recently underwent exploratory surgery for spot on lung; ongoing eye issues.	Total Loss	Owner	
Mary Dennis	Sieglock Law/Caine Law	6/15/1956	69	Stage 4 urinary cancer that has spread to her lungs.	Total Loss	Owner	
Robert Dove	Sieglock Law/Caine Law	7/16/1946	79	Congestive heart failure, Stage 4 kidney disease, and cancer (currently in remission).	Total Loss	Owner	
Rosa Fernandez	Sieglock Law/Caine Law	11/2/1953	72	Lupus, fibromyalgia, and suffers from tumors in her bones.	Total Loss	Owner	
Eddie Anderson	Sieglock Law/Caine Law	1/13/1945	80	Eddie is a quadriplegic, as he suffers from Brown-Sequard syndrome. He also suffers from chronic pulmonary embolism.	Total Loss	Owner	
Diane Wentworth	Sieglock Law/Caine Law	5/11/1945	80	Chronic leukemia, mycobacterium avium complex, bronchiectasis	Total Loss	Owner	
Ray Allen	Sieglock Law/Caine Law	9/2/1942	83	Sleep Apnea	Total Loss	Owner	
Gary Gower	Sieglock Law/Caine Law	4/25/1947	78	Colon cancer (currently in remission), melanoma, atrial fibrillation, high blood pressure, tremors.	Total Loss	Owner	
Harvey Keith Harshbar	Sieglock Law/Caine Law	3/19/1936	89	Kidney failure and suspected prostate cancer	Total Loss	Owner	
Augusta Bohannon	Singleton Schreiber LLP	8/10/1939	86	Diagnosed with Alzheimer's in 2022; now requires 24-hour care	Total Loss	Owner	25STCV25621
Donald Martin	Singleton Schreiber LLP	2/15/1926	99	Major complications from a stroke in 2023	Total Loss	Owner	25STCV26536
Minnie Washington	Singleton Schreiber LLP	9/6/1928	97	Diagnosed with Alzheimer's in 2023; Moderate Chronic Kidney; Hypertension, Hyperlipidemia, and Diabetes	Total Loss	Owner	25STCV26520
Bill Washington	Singleton Schreiber LLP	7/18/1928	97	Coronary Artery Disease with a stent on 1/28/2025; Suffers from Hypothyroidism (low Thyroid), Moderate Chronic Kidney Disease, and Hyperlipidemia since 2015; acute visceral ischemia in 2016; and stroke and transient cerebral ischemia in 2018; diabetes type 2 since 2022	Total Loss	Owner	25STCV26520
Gladstone O'Rane	Singleton Schreiber LLP	1/10/1932	93	Dementia, chronic kidney disease, pacemaker, high blood pressure and a history of prostate cancer; fell and broke his hip on 6/23/25, hospitalized.	Total Loss	Owner	25STCV26691
Bobbie Ann Roberts	Singleton Schreiber LLP	11/14/1936	88	Hospitalized on 6/12/25 for diastolic heart failure. Suffers from osteoporosis (significant thinning of bone), atherosclerosis, hyperlipidemia, rheumatoid arthritis, diabetes (type 2), hypertension, and moderate chronic kidney disease.	Total Loss	Owner	25STCV25624

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
Jeffrey Warcshaw	Singleton Schreiber LLP	9/16/1950	75	Arthritis, prostate cancer/radiation, migraines, hypertension, osteoarthritis, fatty liver disease.	Total Loss	Owner	25STCV26193
Joyce Reed	Singleton Schreiber LLP	11/30/1944	80	TIA; osteoarthritis; Diabetes; moderate chronic kidney disease; hypertension;	Total loss	Renter	25STCV26327
Jeanette Christie	Singleton Schreiber LLP	1/17/1938	87	Fell during evac and went unconscious; 100 stitches and facial reconstruction surgery; injury to knees; face is permanently disfigured; daily intense headaches and severe back pain.	Damaged not Destroyed	Owner	25STCV26211
Virgie Lou Edwards	Singleton Schreiber LLP	9/5/1936	89	Injured her rotator cuff, neck, and knee during evacuation. Sees neurosurgeon for cervical spine and balance.	Total Loss	Owner	25STCV26432
Eric Sanders	Singleton Schreiber LLP	8/10/1948	77	Heart problems, diabetes, and currently on dialysis. Had kidney cancer.	Total Loss	Owner	25STCV26184
June Sanders	Singleton Schreiber LLP	6/15/1935	90	Breast cancer multiple times. Suffers from heart issues and hip issues. She is not mobile and bedridden.	Total Loss	Owner	25STCV26184
Michael Smith	Singleton Schreiber LLP	12/8/1955	69	Had a stroke after the fire and was hospitalized for 40 days. Acute hypoxic respiratory failure, extensive bilateral pulmonary embolism.	Damaged not Destroyed	Owner	25STCV26581
Elizabeth Dasilva	Singleton Schreiber LLP	8/10/1939	86	Dementia; Severe arthritis in hands and shoulder	Damaged not Destroyed	Owner	25STCV30798
Lilia Verkouteren	Singleton Schreiber LLP	1/10/1942	83	Alzheimers; requires 24/7 caregiver	Total Loss	Owner	25STCV30778
Harrison Weil	Singleton Schreiber LLP	5/7/1943	82	Parkinson's disease; He also has 2 types of blood cancer, one of them being Leukemia	Total Loss	Owner	25STCV30763
Phillip Byrd	Singleton Schreiber LLP	6/28/1952	73	Prostate cancer; Malignant Neoplasm	Total Loss	Owner	25STCV30759
Sidney Chatman	Singleton Schreiber LLP	7/1/1931	94	Semi-paralyzed leg; Hearing issues; Hypertension; knee replacement; vascular cognitive impairment; gait instability; osteoarthritis	Total Loss	Owner	25STCV30775
Azizah Karimi	Singleton Schreiber LLP	6/22/1958	67	Diabetes; serious infections involving her toes and feet.	Total Loss	Renter	25STCV30818
Lois Williams	Singleton Schreiber LLP	8/23/1945	80	Congestive heart failure; has AFib (atrial fibrillation); He is going to have a procedure soon to implant a device inside of his heart due to stress; leg and mobility issues; high blood pressure	Total Loss	Owner	25STCV30747
Peggy Walters	Singleton Schreiber LLP	5/14/1941	84	History of breast cancer, hypertension, hyperlipidemia, prediabetes, osteoarthritis, osteopenia, low back pain.	Total Loss	Owner	25STCV30754

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
John D. Armstrong Jr.	Singleton Schreiber LLP	9/12/1947	78	Had open heart surgery two years ago, double bypass, still under treatment. History of colon cancer, and skin cancer recently. Still under watch ever 4 months for skin cancer.	Total Loss	Owner	25STCV30736
Bradley Hunter	Singleton Schreiber LLP	6/22/1947	78	Dementia and Diabetes	Total Loss	Owner	25STCV30821
Derrick Engblom	Singleton Schreiber LLP	1/4/1948	77	History of heart failure, cancer, and hip replacement	Total Loss	Renter	25STCV30820
Leslie Deal	Singleton Schreiber LLP	7/25/1962	63	Cancer Diagnosis and active treatment	Total Loss	Owner	25STCV30785
Eleanor Tenerelli	Singleton Schreiber LLP	10/3/1949	76	She has a large brain tumor and diabetes so severe doctor wants her on insulin plus high blood pressure. Bilateral knee replacement	Damage not destroyed	Owner	25STCV30787
Kiyo Wakiyama	Singleton Schreiber LLP	11/25/1951	73	In hospice care for dementia. Health is deteriorating.	Total Loss	Renter	25STCV30789
Carmen Eby	Singleton Schreiber LLP	1/24/1933	92	High blood pressure; Heart conditions/ irregular heart rhythm- being treated by cardiologist	Damage not destroyed	Owner	25STCV30794
Orna Archobold	Strange LLP	10/6/1934	91	Paget's disease, dementia, and pulmonary fibrosis	Total Loss	Owner	
Lenny Goldsmith	Strange LLP	12/22/1946	78	Terminal illness (exact illness to be confirmed)	Total Loss	Owner	
Elizabeth Gaudino	The Kaufman Law Firm	12/24/1930	94	Age related conditions	Total Loss	Owner	
Fred Figueroa	The Kaufman Law Firm	2/7/1949	76	Cancer diagnosis	Smoke & Ash	Owner	
Jean Anita Mitchell	The Kaufman Law Firm	2/29/1952	73	Age related conditions	Total Loss	Owner	
Lawrence Duncan	The Wagner Law Group	12/13/1940	84	Lawrence is 84 years old and suffers from High Blood Pressure, High Cholesterol.	Total Loss	Owner	25NNCV03903
Alma Duncan	The Wagner Law Group	8/12/1947	78	Alma is 78 years old, Heart Stint, (Aortic Stenosis) had a Transcatheter Aortic Valve Replacement – TAVR,. She has Liver issues (Non-Alcoholic fatty Liver Disease), High Cholesterol, High Blood Pressure, and Diabetes.	Total Loss	Owner	25NNCV03903
Shannon Lyons	The Wagner Law Group	3/17/1948	77	Shannon has High Blood Pressure, High Cholesterol, Low Thyroid, Borderline Diabetes, Numerous surgeries, extensive oral surgery, have dental issues and has to replace all her teeth. Cataract Surgery July 8 th , 2025. Had complications. Will have cataract surgery on other eye withing this year. She's had a shoulder replacement an has limitations. Gall bladder. Has issues with Bronchitis and Pneumonia. Needs a left hip replacement.	Destroyed – Smoke and Ash.	Owner	25NNCV03903
Sonja Yates	Zimmerman Reid LLP; Murray Law Firm				Total Loss	Owner	25STCV31097
Linda Ann Bates	ZWEIBACK Fiset & ZALDUENDO LLP	5/20/1944	81	Stage 4 Breast Cancer, Lung Cancer, Cancer found in lymph nodes	Total Loss	Owner	

Plaintiff Name	Law Firm	DOB	Age	Health Conditions	Extent of Damage	Owner/Renter	Filed Case Number
Jim Benson	ZWEIBACK Fiset & ZALDUENDO LLP	3/22/1946	79	Chronic atrial-fibrillation, has a pacemaker and receives ongoing monitoring; history of bleeding on brain, had brain surgery (craniotomy) in 2005; was diagnosed and treated for prostate cancer in 2015	Total Loss	Owner	
Leoncio Delgado	ZWEIBACK Fiset & ZALDUENDO LLP	6/20/1953	72	Mechanical heart valve, takes daily medications. He also has respiratory issues as he does not get enough oxygen at night and uses an oxygen tank for sleeping	Damaged not Destroyed	Owner	
Agnes Pola	ZWEIBACK Fiset & ZALDUENDO LLP	2/4/1949	76	Systolic & diastolic heart failure, diagnosed in November 2022 and again in February 2023, leading to four stents. She has diabetes being treated ongoing 10+ years ago, and is currently taking anti-depressants to help with Lexapro mood-stabilizer, paranoia induced due to stress/trauma from fire. Breast cancer survivor, 1997.	Total Loss	Renter	
Thelma Simmons	ZWEIBACK Fiset & ZALDUENDO LLP	5/7/1948	77	Diagnosed with breast cancer in September 2024 and underwent surgery in November 2024. She was scheduled for another exam & radiation before the fires. She has lost a substantial amount of weight since the fire and losing her home. She also suffers from high blood pressure and developed a chronic cough since fire.	Damaged not Destroyed	Owner	
Mary Kathryn Bensons	ZWEIBACK Fiset & ZALDUENDO LLP	11/24/1946	78	Heart attack in 1998, ongoing cardiovascular disease treated with atrial stents put in 1998, ongoing monitoring by cardiologist, having anxiety & panic attacks, debilitating stress	Total Loss	Owner	
Soon Choi	ZWEIBACK Fiset & ZALDUENDO LLP	1/26/1926	99	She is 99 years old with dementia; she fell and hurt herself while evacuating and is in very frail condition.	Damaged not Destroyed	Occupant	

EXHIBIT 9

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DEPARTMENT SSC 17

HON. LAURA A. SEIGLE, JUDGE

-oOo-

COORDINATION PROCEEDINGS SPECIAL
TITLE [RULE 3.550]

EATON FIRE CASES

JEREMY GURSEY, ET AL.,

PLAINTIFFS,

v.

SOUTHERN CALIFORNIA EDISON COMPANY,
ET AL.,

DEFENDANTS.

LEAD CASE NO. 25STCV00731
AND RELATED CASES

CERTIFIED COPY

REPORTER'S TRANSCRIPT OF PROCEEDINGS

OCTOBER 2, 2025

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1 still take place.

2 MS. RIDDLE: Well, my concern with that is there will
3 then be a debate whether or not defendant agrees the discovery
4 we're trying to do is related to the motion for summary
5 judgment.

6 THE COURT: I deal with that all the time.

7 MS. RIDDLE: Or we could just go per code which allows
8 for --

9 THE COURT: Yeah, we're not going to do everything at the
10 last minute. It's all too -- there's too much work to be done.
11 So the way the code works is for -- you know, a case worth
12 \$50,000, we can -- you know, somebody sprained their ankle
13 tripping on the sidewalk, and you have maybe two experts.

14 So we're not doing everything right before trial.
15 It will be impossible. That means I'm going to have a huge
16 number of expert discovery, and you won't keep your trial date;
17 right? So if I have all kinds of expert discovery motions
18 filed 15 days before trial, which is allowed, I'm not going to
19 be able to do all of them; and I'll just keep pushing off your
20 trial date, which you don't want.

21 MS. RIDDLE: No. We want it sooner so that we can
22 prevent the defendant from directly communicating with our
23 clients outside --

24 THE COURT: So you don't want everything done right
25 before trial because it will be impossible, and I will have to
26 continue the trial date in order to get all of your motions
27 done. That's why we need to have a reasoned timeline that
28 spreads the work out.

1 And so if plaintiffs can change their theories as often in the
2 case as we recently saw in Saddleridge, for example, then we do
3 need to make sure that there's a lockdown date.

4 MR. MAYCON: Your Honor, Howard Maycon for subrogation
5 plaintiffs.

6 I'm not going to entertain Mr. Dixon's
7 self-serving comment about theories changing in the Saddleridge
8 Fire. That's just nonsense, and it's not accurate.

9 THE COURT: Okay. The timeline on 15, 16 did not have an
10 expert disclosure date. So what is defendant proposing as an
11 expert disclosure date if the liability expert discovery
12 deadline is December 4?

13 MR. DIXON: We would -- if the summary judgment motion
14 deadline remains September 25, we would propose August 28.

15 THE COURT: As the expert disclosure deadline for
16 liability experts or for all experts?

17 MR. DIXON: For all experts. And then we would
18 prioritize liability experts over the next few weeks as we
19 prepare and finalize our motions for summary judgment.

20 THE COURT: Okay. Plaintiffs have any issue with expert
21 disclosure deadline of August 28?

22 MR. MAYCON: Yes, Your Honor. There shouldn't be a
23 disclosure to help Edison file a motion for summary judgment.
24 That's not what's contemplated by the code.

25 If Edison has facts and experts, and their
26 experts want to rely on those facts to file a motion for
27 summary judgment saying we can't survive summary judgment,
28 there's no triable issue of material fact, they're welcome to

1 do so. They don't require our experts to do that. We're not
2 required to give them our experts to do that, and we're not
3 going to give them our experts to do that.

4 This is the same discussion we had in the
5 Saddleridge case, and Judge Freeman was very clear with them
6 he's not moving code requirements so they can file a motion for
7 summary judgment.

8 THE COURT: Okay. Well, I'm moving code requirements so
9 that we can have a reasoned and not really, really rushed last
10 month or two before trial.

11 MR. MAYCON: So I'm being told that October 16 is a date
12 that we can do for expert disclosures.

13 THE COURT: What are the summary judgments going to be
14 on?

15 MR. DIXON: Your Honor, I anticipate sort of three
16 categories. The first would be with respect to Edison
17 International.

18 THE COURT: Right. We already talked about that. That's
19 one you can make now; right?

20 MR. DIXON: Yes, Your Honor. We are preparing that one.

21 THE COURT: Okay.

22 MR. DIXON: And Your Honor confirmed that we can file
23 multiple motions for summary judgment.

24 THE COURT: Correct.

25 MR. DIXON: So we are preparing that one now.

26 A second would be with respect to punitive
27 damages, and then a third would be --

28 THE COURT: Based on just no evidence of willful,

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On November 13, 2025, I caused service of the following document(s):

on the interested parties in this action pursuant to the most recent Omnibus Service List by submitting an electronic version of the document(s) via file transfer protocol (FTP) to Case Anywhere through the upload feature at www.caseanywhere.com.

Executed on November 13, 2025, at Millbrae, California.

Laura Farcich