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Liaison Counsel for Individual Plaintiffs

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

**DECLARATION OF AMANDA L.
RIDDLE IN SUPPORT OF INDIVIDUAL
PLAINTIFFS' RESPONSE TO INTERIM
CLASS COUNSEL'S MOTION FOR
CORRECTIVE NOTICES**

Date: January 16, 2026
Time: 10:00 a.m.
Dept: 17

1
2 I, Amanda L. Riddle, declare as follows:

3 1. I am an attorney licensed to practice law in all courts of the State of California and a
4 partner in the law firm, Corey, Luzaich, de Ghetaldi & Riddle LLP. I am Co-Liaison Counsel for
5 Individual Plaintiffs in this matter. This declaration is submitted in support of Individual Plaintiffs'
6 Response to Interim Class Counsel's Motion for Corrective Notices. The following facts are within my
7 personal knowledge and, if called as a witness herein, I can and will competently testify.

8 2. Attached hereto as Exhibit A is a true and correct copy of SCE's Wildfire Recovery
9 Compensation Program that I obtained from SCE's website at [chrome-
10 extension://efaidnbmnnnibpcajpcgclefindmkaj/https://download.edison.com/406/files/20259/wildfire-
11 recovery-compensation-program-
12 protocol.pdf?Signature=kWxtg%2BsxI6LVv3h7oRhI9o6iSpM%3D&Expires=1766188031&AWSAcc
13 essKeyId=AKIATACLJRQCT2IBV7MN&versionId=2N.zeH WX9B8tCMYRkrYv.erCqAL_hvHl&res
14 ponse-content-disposition=attachment](chrome-extension://efaidnbmnnnibpcajpcgclefindmkaj/https://download.edison.com/406/files/20259/wildfire-recovery-compensation-program-protocol.pdf?Signature=kWxtg%2BsxI6LVv3h7oRhI9o6iSpM%3D&Expires=1766188031&AWSAccessKeyId=AKIATACLJRQCT2IBV7MN&versionId=2N.zeH WX9B8tCMYRkrYv.erCqAL_hvHl&response-content-disposition=attachment).

15 I declare under the penalty of perjury that the foregoing is true and correct of my own personal
16 knowledge. Executed this 18th day of December, 2025, at Millbrae, California.


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19 _____
20 Amanda L. Riddle
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EXHIBIT A



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

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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

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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

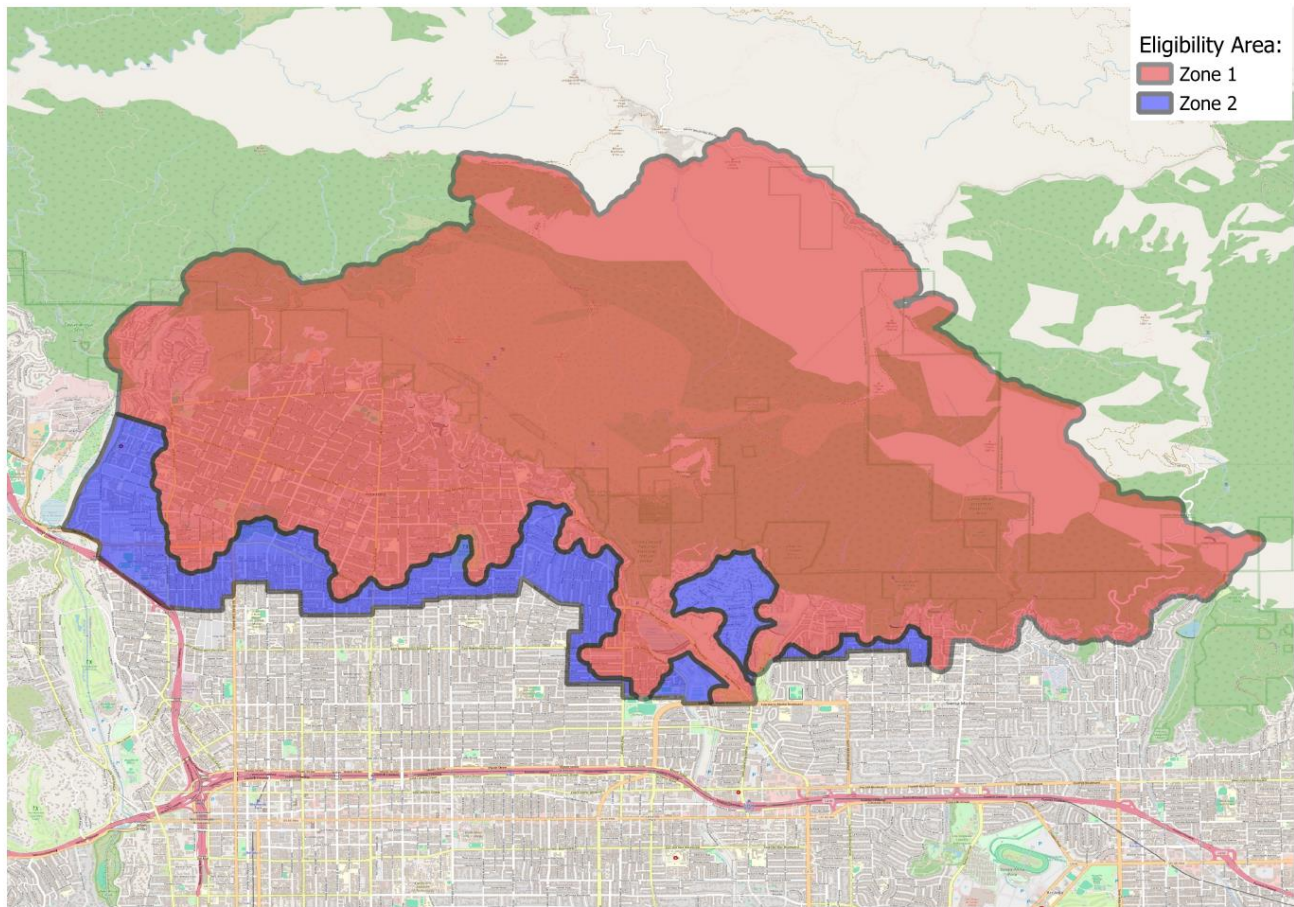
SCE may provide reports that do not include Claimant personally identifiable information to state, local, and other government officials to permit an evaluation of the claims process. Periodic reports will be maintained regarding claims made and claims determinations.

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).

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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.

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EATON FIRE CASES

PROOF OF SERVICE

I am over the age of eighteen years and not a party to the within action. I am employed by Corey, Luzaich, de Ghetaldi & Riddle LLP, located at 700 El Camino Real, Millbrae CA 94030.

On December 18, 2025, I served the within document(s) described as:

- **DECLARATION OF AMANDA L. RIDDLE IN SUPPORT OF INDIVIDUAL PLAINTIFFS' RESPONSE TO INTERIM CLASS COUNSEL'S MOTION FOR CORRECTIVE NOTICES**

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 18, 2025, at Millbrae, California.


Laura Farcich