

PANISH | SHEA | RAVIPUDI LLP

Rahul Ravipudi (SBN 204519)
11111 Santa Monica Blvd, Ste 700
Los Angeles, CA 90025
Phone: (310) 477-1700
ravipudi@panish.law

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

Amanda L. Riddle (SBN 215221)
700 El Camino Real
Millbrae, CA 94030
Phone: (650) 871-5666
alr@coreylaw.com

SINGLETON SCHREIBER

Gerald Singleton (SBN 208783)
591 Camino De La Reina, Ste 1025
San Diego, CA 92108-3112
Phone: (619) 771-3473
gsingleton@singletonschreiber.com

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

**INDIVIDUAL PLAINTIFFS' RESPONSE
TO INTERIM CLASS COUNSEL'S
MOTION FOR CORRECTIVE NOTICES**

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

1 **I. INTRODUCTION**

2 Individual Plaintiffs hereby respond to Interim Class Counsel’s Motion for Corrective Notices by
3 Defendants regarding their Wildfire Recovery Compensation Program (the “Program”). Individual
4 Plaintiffs have made their concerns about this Program and Defendants misleading and unethical direct
5 and indirect communications with represented Eaton Fire survivors abundantly clear. Defendants,
6 however, continue to prey on those who are vulnerable and struggling to recover, peddling to them a
7 discount settlement program with the expressed purpose of reducing the aggregate liability of
8 Defendants. Individual Plaintiffs join Interim Class Counsel in their request to this Court to act within
9 its authority to at least ensure that Defendants are not misleading Eaton Fire survivors as to their legal
10 rights.

11 **II. ARGUMENT**

12 While Defendants may not have to make a claimant-by-claimant determination of which people
13 may be putative Class Plaintiffs, they must, of course, avoid any direct or indirect communications with
14 Individual Plaintiffs who are represented by counsel. Defendants must act affirmatively to avoid any
15 such communications and not lead or entice represented Individual Plaintiffs into such communications.
16 (State Bar Rules of Professional Conduct, Rule 4.2 [“In representing a client, a lawyer shall not
17 communicate *directly or indirectly* about the subject of the representation with a person the lawyer
18 knows to be represented by another lawyer in the matter, unless the lawyer has the consent of the other
19 lawyer.”]; Emphasis added.)

20 The legislative notes to the Rule confirm that “[t]his rule applies even though the represented
21 person initiates or consents to the communication. A lawyer must immediately terminate communication
22 with a person if, after commencing communication, the lawyer learns that the person is one with whom
23 communication is not permitted by this rule.” (Rule 4.2, n. 1.) The purpose of Rule 4.2 is to preserve
24 the attorney-client relationship from an opposing attorney's intrusion and interference. (*Snider v.*
25 *Superior Court* (2003) 113 Cal.App.4th 1187, 1197). Further, the rule ensures the “proper functioning
26 of the administration of justice... Its objective is to establish ethical standards that foster the internal
27 integrity of and public confidence in the judicial system.” (*U.S. v. Talao*, 222 F.3d 1133, 1138 (2000).)

1 To be abundantly clear, Defendants do not have the permission of any counsel for Individual
2 Plaintiffs to communicate directly with their clients. Despite counsel for Individual Plaintiffs repeatedly
3 raising concerns that Defendants are violating Rule 4.2, Defendants persist in their direct and indirect
4 communications about their Program. Individual Plaintiffs concur with Interim Class Counsel that
5 Defendants' materials and public statements regarding their Program are misleading and confusing,
6 especially as they are directed at vulnerable members of the community who are looking for stability
7 and trying to recover from the devastation of the Eaton Fire. Interim Class Counsel correctly note that
8 Defendants are promoting their discount settlement program through the media and social media, during
9 "community workshops", on the SCE website, and through their Program materials and advertisements.
10 They are also correct that Defendants tell their shareholders the truth while misleading those who they
11 continue to victimize.

12 For instance, while Defendants' Program materials do make note that potential claimants who
13 are represented by counsel must have their attorney submit the Program application, such information is
14 provided merely in passing and also adds improper legal requirements such as demanding that attorneys
15 for Eaton Fire survivors provide written documentation proving that they have the right to act on behalf
16 of their clients:

- 17 • **Legal Representation.** Claimants are not required to retain legal counsel to participate in the
18 Program but may certainly do so at their discretion. However, if a Claimant is represented by
19 counsel, the attorney must submit the claim on the Claimant's behalf. (Declaration of Amanda
20 L. Riddle in Support of Individual Plaintiffs' Response to Interim Class Counsel's Motion for
21 Corrective Notices Regarding Defendants' Wildfire Recovery Compensation Program ("Riddle
22 Decl., ¶ 2, and Ex. A, thereto at § I.B.)
- 23 • **Claimants Represented by an Attorney.** If a Claimant is represented by an attorney in
24 connection with the Eaton Fire — regardless of whether a lawsuit has been filed — the Claim
25 Form must be submitted by the attorney. Attorneys must attest that they are authorized to submit
26 the claim on behalf of each Claimant they represent. Attorneys must also provide documentation
27 of this authorization signed by each Claimant, such as a redacted Retention Agreement or a letter
28 of authorization. A claim submission cannot be considered complete until legal counsel provides
proof of authorization. (Riddle Decl., ¶ 2, and Ex. A, thereto at § IV.C.)
- **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.** (Riddle Decl., ¶¶ 2, and Ex. A, thereto at Attachment 2 § I.)

1 As Interim Class Counsel also note, Defendants’ make misleading statements in their Program
2 materials regarding what a represented Individual Plaintiff may recover through litigation in comparison
3 to through the Program:

- 4 • The Direct Claim Premium is available only through this Program and will not be available in
5 litigation, mediation or any other process. (Riddle Decl., ¶¶ 2, and Ex. A, thereto at § III; see
6 also Ex. A, Attachment 5.)
- 7 • Attorney fees will not be awarded if the Claimant does not accept the Settlement Offer. Actual
8 attorney fees incurred by Claimants may be lower or higher than the compensation offered under
9 this Program. (Riddle Decl., ¶¶ 2, and Ex. A, thereto at § III.)

10 First, there is no such thing as a “Direct Claim Premium” under California law. Defendants’
11 language implies that such payments exist but will be withheld from Eaton Fire survivors if they do not
12 accept an offer through Defendants’ discount settlement program. This is misleading. In addition, the
13 law *does* provide for recovery of attorneys’ fees and costs in wildfire cases against investor-owned
14 utilities in litigation, so Defendants mislead Eaton Fire survivors when saying that attorney’s fees will
15 not be available outside the Program. (See e.g. Code of Civil Procedure 1036.)

16 Defendants also claim, without any support, that its offers through this Program will be
17 comparable to offers made through prior programs. Defendants do not provide any data to support this
18 claim and Individual Plaintiffs are not aware of any such “prior SCE wildfire programs”:

- 19 • SCE will promptly and fairly evaluate claims submitted with the required documentation. SCE
20 will strive to make compensation offers that reflect values consistent with settlement frameworks
21 used in prior SCE wildfire programs, in a streamlined and expedited manner that avoids the
22 delay, expense, and uncertainty of litigation. (Riddle Decl., ¶ 2, and Ex. A, thereto at § I.B; see
23 also Ex. A, Attachment 3.)

24 As such, Individual Plaintiffs join in Interim Class Counsel’s request that this Court at least order
25 Defendants to issue notices to correct their misleading statements that confuse Eaton Fire survivors
26 about their legal rights.

27 In addition, Defendants purposefully omit any mention of the mass tort litigation, this Court, or
28 counsel and Liaison Counsel for Individual Plaintiffs. Individual Plaintiffs agree that Defendants
Program materials, advertising, and marketing, should make mention of this litigation so that Eaton Fire
survivors are not mislead about their legal rights. As such, when this Court exercises its authority to
order Defendants to issue corrective notice to inform Eaton Fire survivors about the Eaton Fire Class

1 Cases, it must, of course, so as to not create more confusion, also direct Defendants to include in those
2 corrective notices clear and concise statements about the Lead Case and thousands of related cases
3 pending before this Court, as well as the initial bellwether trial scheduled for January 25, 2027. Merely
4 mentioning the Class Cases will confuse represented Individual Plaintiffs, many of whom already
5 struggle to understand the difference between a mass tort and a class action,

6 Individual Plaintiffs request that the Court order Defendants to issue corrective notices with the
7 following language, which is the language proposed by Interim Class Counsel with Individual Plaintiffs
8 modifications in red:

9 SCE is a defendant in thousands of **individual** lawsuits in Los Angeles state
10 court, **which are related together** before Superior Court Judge Laura Seigle.
11 **The individuals and entities who have hired their own attorneys and filed or**
12 **will file their own individual lawsuits, are referred to as “Individual**
13 **Plaintiffs.” Judge Seigle appointed three attorneys, designated as Liaison**
14 **Counsel for Individual Plaintiffs, to represent the interests of all Individual**
15 **Plaintiffs before the court and coordinate the interests of all Individual**
16 **Plaintiffs through their chosen attorneys: Rahul Ravipudi of Panish | Shea |**
17 **Ravipudi LLP, Gerald B. Singleton of Singleton Schreiber, and Amanda L.**
18 **Riddle of Corey, Luzaich, de Ghetaldi & Riddle LLP. Counsel for**
19 **Individual Plaintiffs are prosecuting the case against SCE and hope to reach**
20 **a fair resolution, either through settlement or trial, the first of which is**
21 **scheduled for January 25, 2027, on behalf of each Individual Plaintiff.**

22 **In addition to the Individual Plaintiffs’ lawsuits, a class action has been filed**
23 **on behalf of all Eaton Fire victims who have not filed or will not file their**
24 **own individual lawsuits. The lawsuits include a class action, filed on behalf**
25 **of all Eaton Fire victims who have not filed their own lawsuits. People who**
26 **hire their own attorney and file their own lawsuit against SCE related to**
27 **Eaton Fire are automatically excluded from the class action. Judge Seigle**
28 **appointed two law firms, designated as Interim Class Counsel, Schneider**
Wallace Cottrell Kim and DiCello Levitt LLP, to represent plaintiffs in the
class action. Interim Class Counsel are prosecuting the class case on
victims’ behalf, and hope to settle the class cases in due time. The class
action provides Eaton Fire victims another possible means of recovering for
their losses.

You can file a claim and seek a settlement directly from Defendants through
this Wildfire Recovery Compensation Program. You can hire your own
counsel and file your own individual lawsuit. Recovery in those individual
lawsuits is governed by California law. You can also wait to see how the
class action resolves. If Interim Class Counsel obtain a settlement on behalf
of the class, you may be able to submit a claim and recover from the class
action without filing your own lawsuit. You should feel free to seek counsel
from an attorney of your choice to evaluate your legal rights.

1 **III. CONCLUSION**

2 For the foregoing reasons, Individual Plaintiffs request that this Court grant Interim Class
3 Counsel's Motion for Corrective Notices and order Defendants to revise their marketing materials to add
4 the language proposed above.

5 Respectfully submitted,

6 Dated: December 18, 2025

PANISH | SHEA | RAVIPUDI LLP

8 By: 

Brian Panish

Rahul Ravipudi

Liaison Counsel for Individual Plaintiffs

11 Dated: December 18, 2025

SINGLETON SCHREIBER, LLP

13 By: 

Gerald Singleton

Paul Starita

Liaison Counsel for Individual Plaintiffs

16 Dated: December 18, 2025

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

18 By: 

Amanda L. Riddle

Sumble Manzoor

Liaison Counsel for Individual Plaintiffs

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:

- **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