

Application No.: A.24-10-002
Exhibit No.: SCE-05
Witnesses: J. Hasbrouck



(U 338-E)

***Woolsey Fire Cost Recovery Application –
Claims Resolution Testimony***

Before the
Public Utilities Commission of the State of California

Rosemead, California
October 08, 2024

SCE-05: Claims Resolution Testimony

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1 I.

2 **EXECUTIVE SUMMARY**

3 SCE seeks recovery of costs reasonably incurred to settle claims arising out of the Woolsey Fire.
4 SCE faced significant exposure had plaintiffs’ claims proceeded to trial. This is because, in addition to
5 the risk inherent in litigating hundreds of trials, California’s inverse condemnation doctrine subjects
6 investor-owned utilities to strict liability for property damage, even absent any showing of negligence.
7 By pursuing reasonable settlements, SCE resolved claims for significantly less than the amounts
8 plaintiffs had demanded and avoided additional attorneys’ fees and interest. SCE has achieved
9 settlements with nearly 8,500 plaintiffs for amounts significantly lower than the dollar value of
10 plaintiffs’ total demands. These settlements also expedited the resolution of the claims compared to
11 litigation.

12 This testimony discusses the litigation that arose from the Woolsey Fire and the reasonable
13 processes SCE followed to resolve the multitude of lawsuits brought by three main categories of
14 plaintiffs: (1) Public Entity Plaintiffs, (2) Subrogation Plaintiffs, and (3) Individual Plaintiffs.
15 SCE worked with experienced mediators to reach settlements with all Subrogation Plaintiffs and nearly
16 all Public Entity Plaintiffs that, as of the date of this Application, had brought claims against SCE
17 relating to the Woolsey Fire. In addition, SCE used a Resolution Protocol—developed by the parties and
18 supervised by Retired Los Angeles Superior Court Judge Peter Lichtman¹—to facilitate efficient, cost-
19 effective settlement of the vast majority of Individual Plaintiffs’ claims. Judge Lichtman himself has
20 attested to the reasonableness of the Resolution Protocol, stating “unequivocally” that it “represents ...
21 an exceedingly reasonable approach and methodology in resolving the claims” and that SCE’s “overall
22 approach to settlement has led to a definite cost savings.”² Similarly, Judge Highberger, the presiding
23 judge in the Woolsey Fire coordinated action, extolled SCE’s settlement process as a “whiz-bang
24 success”³ and such demonstrated success has even led to similar protocols being adopted in other
25 wildfire litigation before different judges as well.

26 SCE prudently and successfully pursued settlement because it allowed SCE to avoid the risks,
27 uncertainties, delay, and expense of litigation while reaching reasonable resolution of claims.

¹ Judge Lichtman’s qualifications are described in Section IV.B.

² See Appendix A (Declaration of Honorable Judge Peter D. Lichtman) at pp. 2-3.

³ Dec. 20, 2022 Woolsey Hearing Tr. 13:6-9 (Judge Highberger).

1 Neutralizing such risks through pre-trial settlement is not only prudent, but is also common practice for
2 handling lawsuits of this nature.⁴

⁴ See Jeffrey Johnson, J.D. & Adam Ramirez, J.D., *Personal Injury Settlement Amounts Examples (2023 Guide)*, FORBES, Sept. 22, 2022 (estimating that approximately 95 percent of civil personal injury cases reach settlement).

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II.

BACKGROUND ON LITIGATION AND PLAINTIFF GROUPS

The Woolsey Fire ignited in November 2018 and remained active for 57 days, causing damage to both residential and business properties in two counties and the unfortunate loss of life. According to the California Department of Forestry and Fire Protection (Cal Fire), the Woolsey Fire burned 96,949 acres, destroyed or damaged an estimated 2,007 structures, and resulted in three fatalities.

Beginning in November 2018, and continuing into June 2024 (when the last lawsuit was filed), 656 lawsuits comprising 9,574 plaintiffs were initiated against SCE⁵ in connection with the Woolsey Fire. The plaintiffs included public entities as well as owners, insurers, and renters of residential and commercial properties that were damaged or destroyed in the Woolsey Fire. The lawsuits sought recovery of unspecified amounts of damages, including in some cases, punitive damages.

The three main categories of plaintiffs are as follows:

Public Entities – The 19 public entities (associated with 20 claims)⁶ who sued SCE comprise state agencies, cities, and counties. Their alleged damages include property damage, public resource damage, fire suppression costs, lost tax revenue, overtime costs, prejudgment interest, and attorneys’ fees and costs. The California Office of Emergency Services (Cal OES) sued under equitable subrogation principles to recover disaster assistance payments to state and local entities for wildfire response services.

Subrogation Plaintiffs – 391 insurance companies sought reimbursement from SCE of amounts paid to their insureds for damages arising out of the Woolsey Fire, as well as prejudgment interest and attorneys’ fees and costs.

Individual Plaintiffs – 9,163 Individual Plaintiffs, including people, businesses, and trusts associated with 3,608 households brought claims against SCE. Individual Plaintiffs asserted a variety of damages, including property damage, evacuation costs, alternative living expenses, loss of use, personal injuries, emotional distress, lost income, wrongful

⁵ Edison International was also improperly named in many cases.

⁶ Mountains Recreation and Conservation Authority (MRCA) filed a complaint against SCE for costs relating to park rehabilitation, as well as a separate cross-claim. As of August 31, 2024, this cross-claim remains outstanding. Additionally, as described in SCE-09, SCE has entered into tolling agreements suspending the statute of limitations for claims relating to the Woolsey Fire with the United States Forest Service (USFS) and U.S. National Park Service related to federal land in the Santa Monica Mountains National Recreation Area. As of the date of this Application, the USFS and the U.S. National Park Service have not filed claims against SCE.

1 death, punitive damages, prejudgment interest, and/or attorneys' fees and costs.

2 The Los Angeles Superior Court coordinated the various state lawsuits in Los Angeles Superior
3 Court on February 5, 2019. This allowed for a more efficient litigation process by giving the state court
4 trial judge the authority to order, among other things, master pleadings, coordinated discovery, and
5 bellwether trials,⁷ which allowed SCE to achieve efficiencies in both cost and time by handling
6 plaintiffs' claims on a global basis. On June 12, 2019, SCE demurred to plaintiffs' inverse condemnation
7 claims. On February 13, 2020, the court granted SCE's motion while granting plaintiffs leave to replead
8 their inverse claim more adequately considering the Supreme Court's then-recent decision in *City of*
9 *Oroville v. Superior Court*, 7 Cal. 5th 1091 (2019).⁸

10 While it was pursuing its demurrer against inverse condemnation claims, SCE took other actions
11 in response to plaintiffs' claims. Based on SCE's preliminary investigation into the origin and cause of
12 the Woolsey Fire, on November 19, 2020, SCE filed a cross-complaint against AT&T, alleging that
13 AT&T communication facilities were partially responsible for the secondary ignition and asserting
14 causes of action for contractual and equitable indemnity, contribution, and declaratory relief.
15 AT&T demurred to SCE's cross-complaint, and on March 10, 2021, the court overruled AT&T's
16 demurrer. On April 15, 2021, AT&T filed its own cross-complaint against SCE seeking to recover
17 damages for AT&T facilities in Ventura and Los Angeles Counties damaged or destroyed by the
18 Woolsey Fire, which AT&T initially estimated to exceed \$5.6 million, plus interest and attorneys' fees.
19 As part of its cross-claim, AT&T sought judicial confirmation that AT&T was not legally responsible
20 for any of the damages caused by the Woolsey Fire. On March 18, 2024, SCE and AT&T settled their
21 claims against each other.⁹

22 SCE was also able to obtain the dismissals of certain plaintiffs who would not or could not
23 substantiate their alleged damages. The court ordered Individual Plaintiffs to complete court-mandated
24 damages discovery by November 29, 2019, and to produce documents by December 20, 2019. In April

⁷ A bellwether trial is a common procedural practice in mass tort litigation. Instead of setting hundreds or thousands of plaintiffs' cases for trial, a court will initially set a trial involving a small number of plaintiffs to act as a test case whose results will ideally assist in streamlining future proceedings (such as settlements or additional trials).

⁸ Ultimately plaintiffs did not amend their complaints given most Individual Plaintiffs' entry into a mediation protocol with the Company and the Company's global settlement of the insurers' subrogation claims.

⁹ Cal Fire initially filed claims against both SCE and AT&T related to the Woolsey Fire, but subsequently, Cal Fire voluntarily dismissed its claims against AT&T in May 2022.

1 2023, at SCE’s request, the court set an order to show cause why Individual Plaintiffs that had not
2 submitted the required discovery should not be dismissed. The court eventually dismissed the claims of
3 43 Individual Plaintiffs in 31 households who failed to submit the required discovery. At SCE’s request,
4 on August 30, 2024, the court also dismissed 18 Individual Plaintiffs in 7 households who had opted in
5 to the Resolution Protocol described below and failed to submit their demands by February 2024 as
6 required. Additionally, 484 Individual Plaintiffs in 318 households were voluntarily dismissed.

7 On November 9, 2023, the California state court judge set a liability-only trial date of July 8,
8 2024, for certain plaintiffs that had not opted in to the mediation protocol. SCE settled with several of
9 these plaintiffs, and as of August 31, 2024, only one of these plaintiffs, Cal OES, remains set for trial,
10 which is scheduled for March 10, 2025.¹⁰ As described in Section III below, SCE’s decision to settle
11 cases rather than proceed to trial was prudent given the inherent unpredictability of jury verdicts.

¹⁰ SCE challenged Cal OES’s claim for indirect damages, which the Los Angeles Superior Court rejected. SCE sought early resolution of certain legal issues raised by this decision, and with the support of Cal OES, filed a writ petition to the California Court of Appeal, which was declined; and next, a petition for review to the California Supreme Court, which was also declined. As indicated above, as of August 31, 2024, Cal OES’s claims remain set for trial.

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III.

SETTLING CLAIMS WAS PRUDENT IN LIGHT OF SCE'S LITIGATION RISK

As described herein, SCE prudently began settling claims relating to the Woolsey Fire in December 2019 due to the outsized litigation risk the Company would have faced in hundreds of trials with thousands of plaintiffs alleging strict liability inverse condemnation, among other causes of action. The Company's decision to pursue a settlement strategy in late 2019 rather than proceed to trial was driven by a number of factors. As an initial matter, individually trying the cases of many thousands of plaintiffs was never a viable option.¹¹ Given that some type of settlement with at least some plaintiffs' was the only practical way forward, SCE was reasonable in negotiating settlements with each plaintiffs' group, as well as a Resolution Protocol with Individual Plaintiffs, relatively early in the course of the litigation and before any trial. SCE's settlement strategy was driven in significant part by the California legal doctrine of inverse condemnation, which allows plaintiffs to establish liability for property damages even without showing that the utility was negligent.

A. California's Legal Doctrine of Inverse Condemnation Dramatically Increases Utilities' Risk of an Adverse Liability Finding at Trial

The current law in California regarding inverse condemnation is highly unfavorable to utilities. SCE challenged this law in an appeal at the California Court of Appeal relating to the Thomas Fire litigation, but was unsuccessful.¹² It was prudent for SCE to pursue a reasonable settlement strategy in light of the precedent, affirmed by the California Court of Appeal, allowing property owners who suffer wildfire damages caused by utility equipment to file claims against investor-owned utilities under the legal doctrine of inverse condemnation. If a wildfire is substantially caused by a utility's equipment, property owners can seek compensation for their property losses, including diminution in the value of their property, any physical damage to their property, and loss of business goodwill.¹³ Under this

¹¹ SCE explored the potential for a global settlement with Individual Plaintiffs. SCE ultimately chose not to pursue that effort because, in part, SCE would not have been able to meaningfully evaluate claimed damages under a global settlement for Individual Plaintiffs as SCE had done for Public Entities and Subrogation Plaintiffs.

¹² See *Simple Avo Paradise Ranch, LLC v. So. Cal. Edison Co.*, 102 Cal.App.5th 281 (Cal. Ct. Appeal) (2024) (affirming the trial court's dismissal of SCE's demurrer on the grounds that privately-owned utilities such as SCE can be held liable for inverse condemnation), *review denied* (Aug. 28, 2024).

¹³ See *Ratepayer Impacts of Strict Liability*, The Public Advocates Office, April 7, 2023, available at <https://www.publicadvocates.cpuc.ca.gov/-/media/cal-advocates-website/files/press-room/reports-and-analyses/230407-caladvocates-wildfire-safety-inverse-condemnation-policy-paper.pdf>; *Barthelemy v. Orange*

(Continued)

1 doctrine, investor-owned utilities are liable for property damage resulting from wildfires associated with
2 utility facilities regardless of whether or not the utility's conduct was reasonable and regardless of
3 whether the utility complied with safety standards and regulations. This effectively results in strict
4 liability for the utility and dramatically increases the risk that a utility will be found liable to civil
5 plaintiffs at trial. Moreover, because attorneys' fees and prejudgment interest are recoverable on an
6 inverse condemnation claim, plaintiffs' ability to invoke inverse condemnation increases the magnitude
7 of damages plaintiffs may be awarded after a protracted litigation resulting in a jury verdict.

8 In the face of strict liability under the doctrine of inverse condemnation, it is reasonable and less
9 costly to settle legal claims (where the parties can agree to a reasonable settlement amount), rather than
10 proceed to lengthy and protracted trials where the damages are likely to be greater due to accruing
11 prejudgment interest and attorneys' fees that plaintiffs may seek to recover on inverse condemnation
12 claims (in addition to the increased cost for the utility's own legal fees to proceed through trial).
13 When inverse condemnation is at issue, settlement at a reasonable amount is often the most prudent
14 approach even where the utility acted reasonably in its underlying design, inspection, operation, and
15 maintenance of its system. Indeed, it is often prudent for the utility to settle rather than fully litigate all
16 types of claims, depending on a reasonable evaluation of the costs of litigating and the risks of loss,
17 because all litigation is costly in time, money, and attention, and even the strongest case carries a risk of
18 loss.

19 Here, as described in SCE-03, SCE believes that it prudently designed, inspected, maintained,
20 and operated the facilities in the areas near the Woolsey Fire ignition and developed and implemented
21 reasonable and prudent programs to mitigate wildfire risks across its service area. Accordingly, SCE
22 asserts that it was not negligent with respect to the facilities alleged to have been associated with the
23 Woolsey Fire. Yet, because California's inverse condemnation doctrine requires a utility to pay for
24 property damages (plus interest and attorneys' fees) stemming from a wildfire caused by its equipment
25 regardless of the utility's negligence (or lack thereof), a liability finding as to plaintiffs' property
26 damages was very likely with respect to property damages arising out of the Woolsey Fire.

27 **B. Additional Factors Contributing to SCE's Litigation Risk Arising Out of the Woolsey Fire**

28 Aside from facing unfavorable inverse condemnation law, additional factors also contributed to
29 SCE's reasonable decision to pursue settlement of plaintiffs' claims prior to a trial.

Cnty. Flood Control Dist., 65 Cal.App.4th 558, 76 Cal.Rptr.2d 575 (1998) (discussing damages available on an inverse condemnation claim).

1 First, proceeding to trial on plaintiffs' claims carried the risk of anomalous, outsized jury awards
2 that could have increased the cost of later settlements (and thus could have exacerbated the total amount
3 of reimbursements SCE would seek from its customers). All trials carry risk, and here the risk was
4 heightened due to the nature of many plaintiffs' alleged damages. At trial, jurors could sympathize with
5 plaintiffs who lost their homes and personal belongings, or who would testify that they were impacted
6 physically or emotionally, which carries the risk that a jury will seek to help the claimant regardless of
7 the legal standard or any mitigating factors. For these reasons, jury verdicts are inherently unpredictable
8 and can result in outsized awards. For example, across just three jury trials, PacifiCorp has already been
9 ordered to pay a combined total of approximately \$217 million to only 36 plaintiffs in connection with a
10 series of fires alleged to be associated with its facilities following a Labor Day 2020 wind event.¹⁴
11 Although those verdicts are subject to appeal, this experience shows the risk of proceeding to trial.
12 With more than 9,500 plaintiffs, SCE prudently pursued a settlement strategy to avoid these types of
13 outsized jury awards.

14 Second, SCE was motivated to settle claims relatively early in litigation because SCE believed
15 that the size of settlements generally increased as time passed.¹⁵ This trend was likely due to many
16 factors, including (i) rising expectations from plaintiffs and higher jury awards post-COVID, (ii) rising
17 construction costs,¹⁶ and (iii) increasing leverage for plaintiffs due to the court's unwillingness to
18 postpone trials (as compared to when SCE entered into the Resolution Protocol, when the COVID
19 pandemic made the prospect of trial uncertain).

20 Third, the Ventura County Fire Department (VCFD) and Cal Fire determined that SCE's
21 equipment was involved in the ignition of the Woolsey Fire. And although SCE determined that it was
22 prudent with respect to its facilities in the Woolsey Fire burn area, the CPUC Safety and Enforcement
23 Division (SED) asserted alleged violations with respect to these facilities. Had plaintiffs' claims

¹⁴ See U.S. News & World Report, *PacifiCorp Ordered to Pay Oregon Wildfire Victims Another \$42M. Final Bill Could Reach Billions* (Mar. 5, 2024) (describing the following three, separate jury awards: (1) \$42 million awarded to ten plaintiffs in March 2024; (2) \$85 million awarded to a different set of nine plaintiffs in January 2024; and (3) \$90 million awarded to seventeen homeowners in June 2023).

¹⁵ This was an observed trend and is not intended to reflect upon any individual claim, settlement for which is always pursued based on the merits of that specific claim and other individualized factors.

¹⁶ See, e.g., DGS California Construction Cost Index CCCI, available at <https://www.dgs.ca.gov/RES/RESOURCES/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-California-Construction-Cost-Index-CCCI>.

1 proceeded to trial, jurors would have heard and considered government investigators' testimony on that
2 subject, and while not determinative, it could have swayed a jury's findings.

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IV.

DESCRIPTION, BY PLAINTIFF CATEGORY, OF SCE'S REASONABLE SETTLEMENT PROCESSES

As noted above, starting within mere days of the ignition of the Woolsey Fire and before it was even extinguished, plaintiffs filed claims in litigation against SCE for alleged damages incurred in connection with the Woolsey Fire. Over the course of more than five and a half years, SCE has settled claims with 8,460 of the more than 9,500 plaintiffs, including all Subrogation Plaintiffs and nearly all Public Entity Plaintiffs that, as of the date of this Application, had brought claims against SCE relating to the Woolsey Fire, and 8,051 out of 9,163 Individual Plaintiffs.¹⁷ In total, plaintiffs with settled claims have asserted aggregated damages they valued at nearly \$16 billion,¹⁸ and only through diligent work to negotiate reasonable settlement values did the Company ultimately pay approximately \$5.712 billion to settle those claims.¹⁹ Each household's claim was reviewed and resolved individually based on the merits of the specific claim, evidence to support the claim, legality and applicability of the claimed damages, and a number of related individualized factors. Settlement amounts have ranged from 1 to 100 percent of the demand based on these individual factors and settlements are not negotiated based on a percentage of a demand; but in aggregate, the settlements have averaged approximately one-third of the aggregated demands. As of August 31, 2024, SCE has successfully resolved all but 567 Individual Plaintiffs' (associated with 235 households) claims and two Public Entity Plaintiffs' claims.²⁰

¹⁷ Specifically, there were 9,574 total plaintiffs made up of 9,163 Individual Plaintiffs, 391 Subrogation Plaintiffs, and 20 claims by Public Entity Plaintiffs. The 9,163 Individual Plaintiffs were associated with 3,608 households. Of the 9,163 Individual Plaintiffs (3,608 households), SCE has settled claims with 8,051 Individual Plaintiffs (3,017 households), claims with 545 Individual Plaintiffs (356 households) were dismissed, and claims with 567 Individual Plaintiffs (235 households) (equal to approximately 6 percent of all Individual Plaintiff claims initiated) remained unresolved as of August 31, 2024. SCE has settled all 391 Subrogation Plaintiff claims. SCE has also settled 18 of the 20 claims that, as of the date of this Application, Public Entity Plaintiffs had brought against SCE relating to the Woolsey Fire. Cumulatively, as of August 31, 2024, SCE has thus achieved settlements with 8,460 total plaintiffs.

¹⁸ This is the aggregated amount of damages demanded by claimants with settled claims. SCE has excluded the amount demanded by claimants whose claims were dismissed or remain active. SCE further notes that not all plaintiffs with active claims have submitted a demand to date.

¹⁹ As of August 31, 2024, the total amount that SCE has paid to settle claims arising from the Woolsey Fire is \$5.712 billion, of which approximately \$3.01 billion is for settlements with Individual Plaintiffs, approximately \$2.43 billion is for subrogation settlements, and approximately \$269 million is for settlements with Public Entity Plaintiffs. These amounts are the gross settlement payments before the application of wildfire insurance or the SED Administrative Consent Order permanent disallowance.

²⁰ See SCE-09 at Section II.F.1 for a description of outstanding claims.

1 **A. Settlement with Public Entities**

2 In December 2019, SCE²¹ reached its first global settlement, for \$210 million, to resolve a
3 consolidated complaint filed by certain Public Entity Plaintiffs in California Superior Court regarding
4 the Woolsey Fire.²² The signatories to the agreement that had claims relating to the Woolsey Fire were
5 the: (1) City of Malibu; (2) County of Los Angeles; (3) Los Angeles County Flood Control District;
6 (4) Consolidated Fire Protection District of Los Angeles County; (5) County of Ventura; (6) Ventura
7 County Watershed Protection District; (7) Ventura County Fire Protection District; (8) City of Agoura
8 Hills; (9) City of Westlake Village; (10) City of Calabasas; (11) City of Hidden Hills; (12) Conejo
9 Recreation & Park District; (13) Conejo Open Space Conservation Agency; (14) Rancho Simi
10 Recreation & Park District; and (15) City of Thousand Oaks.

11 Some of these Public Entities had asserted claims for reimbursement of funds provided to them
12 by the Federal Emergency Management Agency (FEMA) and Cal OES for emergency and public
13 assistance projects. And some of these Public Entities had also sought property damage, public resources
14 damage, fire suppression costs, lost tax revenue, overtime costs, fire cleanup costs, prejudgment interest,
15 and attorneys' fees and costs, among other damages. A global settlement with these fifteen Public
16 Entities was achieved through a mediation presided over by the Honorable Jay C. Gandhi (ret.) of
17 Judicial Arbitration and Mediation Services (JAMS), a private dispute resolution service. Judge Gandhi
18 had previously served for eight years as a United States Magistrate Judge for the Central District of
19 California, the nation's largest federal court. He oversaw the court's Alternative Dispute Resolution
20 program. This mediation process included the submission of numerous expert presentations from both
21 sides. After exchanging several confidential demands and offers in arm's length negotiations, the parties
22 were able to agree on a settlement after a lengthy mediation.

23 Next, in December 2020, SCE reached a settlement with the Mountains Recreation and
24 Conservation Authority (MRCA) for \$20 million to resolve a complaint filed by MRCA for costs related
25 to the restoration of thousands of acres of parkland allegedly damaged by the Woolsey Fire.
26 This settlement was achieved through several days of mediation sessions presided over by the Honorable
27 Retired Judge Gandhi.

²¹ SCE's parent company, Edison International, was also a party to the settlement.

²² Under the settlements, SCE agreed to pay a total of \$360 million, of which \$150 million was allocated to the 2017 Thomas Fire and 2018 Montecito debris flow events and \$210 million was allocated to the Woolsey Fire. Cost recovery for claims relating to the 2017 Thomas Fire and 2018 Montecito debris flow events is addressed in A.23-08-013 and is not part of this Application.

1 Next, in March 2024, SCE reached a settlement with Cal Fire for \$38.5 million to resolve a
2 demand by Cal Fire for reimbursement of fire suppression costs, fees and interest. This settlement was
3 achieved through years of negotiations with Cal Fire, beginning with a formal mediation in Fall 2021
4 overseen by the Honorable Retired Judge Gandhi, which was unsuccessful. Thereafter, SCE engaged in
5 multiple direct negotiations with Cal Fire, which ultimately successfully concluded in a settlement.

6 In total, as of August 31, 2024, SCE has paid approximately \$269 million to Public Entity
7 Plaintiffs in connection with the Woolsey Fire, which represents approximately one-third of the amount
8 sought by these Public Entities. SCE made no admission of wrongdoing or liability in any of these
9 settlements. These settlements with Public Entities were a reasonable compromise recognizing the risks
10 of litigation.²³

11 **B. Global Settlement with Subrogation Plaintiffs**

12 More than one year after entering into a global settlement with most Public Entity Plaintiffs, SCE
13 entered into a global settlement in January 2021 with a group of insurance companies exercising
14 subrogation rights on account of claims paid to their insureds (the Subrogation Plaintiffs). Under the
15 subrogation claims settlement, Subrogation Plaintiffs received an aggregate amount of \$2.2 billion for
16 claims based on payments insurers had already made to individual and business policyholders associated
17 with the Woolsey Fire, which reflected a substantial discount of the total payments to policyholders.
18 SCE also agreed to pay additional amounts for claims arising from future payments made to
19 policyholders prior to July 15, 2023, up to an agreed-upon cap (with supporting documentation due by
20 August 31, 2023). In total, as of August 31, 2024, SCE has paid approximately \$2.43 billion to settle
21 Subrogation Plaintiffs' claims.

22 SCE engaged in multiple rounds of negotiations in order to globally settle Subrogation Plaintiffs'
23 claims. Negotiations were facilitated by the Honorable Retired Judge Peter Lichtman. Judge Lichtman
24 previously served as head of the Los Angeles County Superior Court's Mandatory Settlement Program.
25 He was also one of the founders of the Superior Court's Complex Civil Litigation program, and twice
26 served as its supervising judge. Before joining Signature Resolution, a private alternative dispute
27 resolution firm, Judge Lichtman's legal career had spanned 40 years as a practitioner, judge, mediator
28 and arbitrator. Settlement negotiations began in October 2020, and the hard-fought settlement was

²³ In addition to the settlements described in this Section IV.A, SCE also settled a very small claim with the California Department of Veteran's Affairs in April 2020, as part of a joint settlement for claims arising from the Thomas and Woolsey Fires.

1 achieved on January 22, 2021, following the parties' adoption of a mediator's proposal put forth by
2 Judge Lichtman.

3 SCE expended substantial efforts to evaluate and negotiate Subrogation Plaintiffs' claims, and as
4 a result was able to achieve a significant reduction on Subrogation Plaintiffs' initial demand. In order to
5 evaluate the claims, SCE first obtained Subrogation Plaintiffs' claims data by insurer, expressed as,
6 among other information, individual claims paid and claims reserved. During the mediation process,
7 SCE carefully analyzed the insurance carriers' claimed damages and negotiated reductions, including
8 by: (1) auditing certain claims to ensure they were located within the fire perimeter or the areas where
9 properties were affected by smoke and ash; (2) confirming that no duplicate claims had been submitted;
10 (3) reviewing claims files to determine discounts for various categories of coverage payments; and
11 (4) comparing a random selection of claims against the underlying claims files to ensure consistency and
12 accuracy. SCE also exchanged confidential liability analyses with Subrogation Plaintiffs to preview the
13 Company's liability defenses in aid of achieving a reasonable settlement.

14 As a result of these extensive negotiations, which spanned several months, SCE was able to
15 settle the 391 Subrogation Plaintiffs' claims (collectively comprising thousands of insureds) for \$0.67 of
16 each dollar in claims paid by Subrogation Plaintiffs to policyholders. As described above, under the
17 settlement agreement, SCE also agreed to pay at the same rate any future claims for which the insurance
18 companies had reserved that converted to actual paid claims before July 15, 2023, up to a negotiated cap
19 for each carrier. Where Subrogation Plaintiffs have from time to time attempted to submit claims above
20 the negotiated cap, SCE has denied those claims. SCE made no admission of wrongdoing or liability in
21 connection with the settlement.²⁴

22 **C. Resolution Protocol for Settlements with Individual Plaintiffs**

23 In addition to settling nearly all Public Entity and Subrogation Plaintiffs' claims, SCE also
24 sought to limit its litigation costs and potential exposure by mediating and resolving Individual
25 Plaintiffs' claims on reasonable terms quickly and efficiently before trial. Previously, a resolution
26 protocol had been developed to resolve claims relating to the 2017 Thomas Fire and 2018 Montecito
27 debris flow events. Given the significant work and negotiation that went into developing this prior
28 resolution protocol, as well as its demonstrated success, SCE and counsel for various Individual

²⁴ The insurers were incentivized to carefully review and analyze each insured's claim before making any payouts. The fact that a third party interested in the outcome (the insurer) affirmed the validity and amounts of the underlying insureds' claims further supports SCE's determination that the claims were valid.

1 Plaintiffs agreed to adopt a substantially similar Resolution Protocol for the Woolsey Fire. With the
2 assistance of Judge Lichtman, on February 24, 2021 (nearly four months after adoption of the resolution
3 protocol for the 2017 Thomas Fire and 2018 Montecito debris flow events), SCE and Individual
4 Plaintiffs finalized the Resolution Protocol for the Woolsey Fire.

5 The purpose of the Resolution Protocol was to provide an alternative dispute resolution process
6 through which Individual Plaintiffs' claims could be efficiently resolved. The Resolution Protocol
7 established a standing offer to all Individual Plaintiffs to opt into a process that guaranteed resolution of
8 their claims through first informal negotiations or non-binding mediations, and if that failed, either
9 binding mediation or a damages-only trial.

10 **1. Benefits of the Resolution Protocol for SCE and Individual Plaintiffs, and**
11 **Validation of the Resolution Protocol's Success**

12 The Resolution Protocol has four key features that have allowed SCE to fairly and
13 efficiently resolve Individual Plaintiffs' claims. First, each Individual Plaintiff who opts in to the
14 Resolution Protocol agrees to furnish SCE with a completed Resolution Demand Template and
15 Checklist describing that plaintiff's damages in detail and providing supporting documentation,
16 including expert reports which are not otherwise required under California law. *See* Appendix B.
17 Second, Individual Plaintiffs who opt in to the Resolution Protocol waive both their rights to a trial on
18 liability and their potential claims for punitive damages. Third, Individual Plaintiffs who opt in to the
19 Resolution Protocol may only proceed to trial on damages where the Special Master determines that the
20 plaintiff (i) attempted in good faith to resolve claim(s) through the settlement program and (ii) was
21 unable to resolve the claim(s) despite good faith efforts. This damages-only trial would focus on
22 assessing the appropriate amount of compensatory damages to be awarded to the opt-in plaintiff.
23 The Company agreed as part of the Resolution Protocol that it will not contest liability with respect to
24 the Woolsey Fire for those plaintiffs who opt in, without admitting liability, fault, or negligence.²⁵
25 Opt-in plaintiffs may also instead elect to proceed to a binding mediation on damages in lieu of a
26 damages-only trial. Fourth, the Special Master, and not the trial court with its full docket of other cases,

²⁵ Though SCE believes that it prudently designed, inspected, maintained, and operated its facilities in the areas near the Woolsey Fire ignition, and therefore does not believe that it was negligent with respect to the facilities alleged to have been associated with the Woolsey Fire, a damages-only Resolution Protocol was prudent for the reasons discussed in Section III above. Additionally, mediating liability as to more than 9,500 Individual Plaintiffs' claims would have been highly inefficient and impractical, and would have increased SCE's own costs and plaintiffs' costs for which SCE faced responsibility.

1 is charged with efficiently resolving disputes and overseeing the mediation process under the Resolution
2 Protocol.²⁶ The parties agreed to have Judge Lichtman appointed as the Special Master of the Resolution
3 Protocol.²⁷

4 The Resolution Protocol has provided multiple advantages to SCE in comparison to
5 taking all or even some of Individual Plaintiffs' cases to trial. For example, it has allowed SCE to
6 achieve finality with settlements in the vast majority of cases,²⁸ thus avoiding the expense and
7 uncertainty of trials and subsequent appeals. Moreover, most Individual Plaintiffs agreed to support a
8 trial continuance as a result of SCE entering into the Resolution Protocol, which has reduced the costs of
9 extensive and expensive discovery and trial preparation, and risk of a future trial. Finally, using a former
10 judge rather than a jury to resolve cases typically has more predictable outcomes, particularly where, as
11 here, the plaintiffs agreed to waive punitive damages as a condition of SCE agreeing to mediate under
12 the Resolution Protocol.²⁹ And notably, the Resolution Protocol also offered Individual Plaintiffs a more
13 expedient and efficient pathway to resolution and fair reimbursement than a trial process would have
14 required.

15 San Diego Gas & Electric Company (SDG&E) resolved civil litigation following the
16 2007 wildfires in its service territory by implementing a similar process to that which SCE implemented
17 in the Woolsey Fire cases. In evaluating the reasonableness of the similar SDG&E mediation process,
18 the Federal Energy Regulatory Commission determined as follows:

²⁶ Outside of the Resolution Protocol, SCE also resolved cases with 553 Individual Plaintiffs (associated with 236 households) who chose not to formally opt in. The process for these settlement discussions was nonetheless substantially similar to the process for mediating with opt-in plaintiffs. Those Individual Plaintiffs who opted in were typically given priority in terms of scheduling mediations over those who chose not to opt in.

²⁷ Judge Lichtman's qualifications are described above in Section IV.B.

²⁸ SCE also notes the considerable success of its mediation program, as evidenced by the fact that, for Individual Plaintiffs that attended a mediation under the Resolution Protocol, settlement was achieved—either through initial mediation, follow-up discussions after mediation, or binding mediation—with more than 98 percent of plaintiffs.

²⁹ SCE does not believe that plaintiffs would have been entitled to punitive damages. Though SCE would have had a strong basis to challenge punitive damages at the summary judgment stage, the outcome of any summary judgment motion is always uncertain; the Resolution Protocol therefore eliminated the risk, albeit a small risk, of one or more potentially outsized punitive damages awards.

1 [I]t is clear that [the utility's] proactive steps in settling the ... third-party damage
2 claims were justified since they would have been exposed to strict liability in any
3 event. By settling, [the utility] avoided facing considerable litigation risk and
4 disposed of the claims for significantly less than the amount demanded by claimants.
5 Therefore, I [the Administrative Law Judge whose decision became final] find [the
6 utility's] conduct was rational and prudent.³⁰

7 The same can be said of SCE's settlement of claims pursuant to the Resolution Protocol.

8 The Resolution Protocol has also been validated by the presiding judge in the underlying
9 coordinated state court action,³¹ Judge Highberger, and by the presiding judges in the litigation arising
10 out of the 2017 Thomas Fire and 2018 Montecito debris flow events. In the Woolsey Fire coordinated
11 action, the parties have been required to provide periodic updates to the court regarding the status and
12 success rate of the Individual Plaintiff mediation program. On numerous occasions, the courts have
13 extolled the success of the Resolution Protocol as well as the nearly identical program SCE is using in
14 the 2017 Thomas Fire and 2018 Montecito debris flow cases. For example:

- 15 • **Feb. 15, 2022 Thomas Hearing Tr. 16:3-7 (Judge Buckley):** “[Edison’s mediation
16 process] has been a spectacular success; I definitely agree with you on that...it’s a
17 spectacular success in a case of over 5,000 people, hundreds and hundreds of, or I
18 think thousands, of households.”
- 19 • **Dec. 20, 2022 Woolsey Hearing Tr. 13:6-9 (Judge Highberger):** “[The Resolution
20 Protocol] does seem to have been a whiz-bang success. And I hope that, for those
21 who have opted in, it will continue to be a success.”
- 22 • **May 18, 2023 Thomas Hearing Tr. 23:14-17 (Judge Highberger):** “It is a very
23 desirable flow. I am pleased with your flow of settlements ... [and] you have
24 wonderful throughput.”

25 Judge Lichtman also submitted a declaration to the Superior Court in July 2021
26 characterizing the Resolution Protocol for the Woolsey Fire as a “resounding success” and stating that it
27 is “functioning perfectly,” “damages are calculated in various fashions with an overlay from those cases
28 which govern the law of inverse,” and “[Edison] wanted the ability to have counsel bargain in good faith

³⁰ *San Diego Gas & Electric Co.*, Initial Decision and Order Granting SDG&E Motion for Summary Disposition, But Denying SDG&E Motion to Terminate, 146 FERC ¶ 63,017 at P 62 (2014).

³¹ The litigation was coordinated in the proceeding Woolsey Fire Cases, Case No. JCCP 5000, Superior Court of the State of California, County of Los Angeles.

1 so as to earnestly and efficiently seek resolutions vis a vis a mountain of claims.” He also stated in the
2 same declaration that “even the most efficient trial judge can only accomplish 15-16 trials per year on
3 the civil side versus a settlement protocol designed to handle hundreds per month.”

4 Because of SCE’s diligence in negotiating a rational protocol, the amounts SCE settled
5 each Individual Plaintiff’s claim were highly reasonable.³² When settlements with all categories of
6 plaintiffs are viewed collectively, SCE has ultimately resolved claims for approximately one-third of
7 plaintiffs’ aggregate demands.³³

8 **2. Process for Resolving Claims Under the Resolution Protocol**

9 SCE began mediating claims under the Resolution Protocol in March 2021. Pursuant to
10 the detailed steps outlined in the Resolution Protocol, SCE thoroughly evaluated, investigated, and
11 validated the reasonableness of plaintiffs’ demands with the goal of resolving each claim for a fair
12 amount. The process for resolving claims under the Resolution Protocol is summarized below.

13 **a) Plaintiff Submits a Complete Demand Package and a Mediation is Scheduled**

14 The process begins when an Individual Plaintiff who has opted in to the
15 Resolution Protocol submits a household-comprehensive demand package to SCE’s outside counsel.
16 The demand package describes the claims and provides supporting documentation, including in some
17 instances plaintiffs’ expert valuations of claimed damages, third-party invoices and/or estimates for
18 repairing/replacing damaged items, pre- and post-fire photographs of damaged real property, personal
19 property and vegetation, and other required information. The demand package must include the required
20 Resolution Demand Template and Checklist and a verification signed by the plaintiff(s) confirming that
21 the provided information is accurate to the best of their knowledge. *See* Appendix B. If the package is
22 incomplete, SCE will object under the protocol and request missing information. SCE also evaluates
23 whether the plaintiff has submitted a duplicate claim in this initial phase.³⁴ Plaintiffs cannot move
24 forward in the mediation process without responding to SCE’s objections and providing missing

³² As with the subrogation claims, settlements involving insured plaintiffs whose insurer covered at least some losses were also reasonable because of the fact that a third party interested in the outcome affirmed the claims, at least in part. *See* note 24, *supra*.

³³ This statistic relates to the amount of damages demanded by and paid to plaintiffs with settled claims. SCE has excluded from this analysis claims that were dismissed or that remain active.

³⁴ SCE developed a central repository to collect and analyze information about plaintiff’ claims in aid of gathering information about plaintiffs’ claims and preventing duplicate claims.

1 documentation. When the demand package is deemed complete and validated, a plaintiff will be
2 scheduled for a mediation.

3 **b) Analysis and Additional Discovery as Needed is Conducted on Each**
4 **Plaintiff's Damages Claim**

5 In order to ensure that every settlement SCE enters into is reasonable, after
6 receiving the plaintiff's demand package, SCE's attorneys, experts and consultants conduct a thorough
7 analysis of each plaintiff's claim on an individual basis. The extent of the investigation and validation
8 that is required varies from plaintiff to plaintiff, but generally speaking, SCE first evaluates the demand
9 to determine whether to request additional discovery before the scheduled mediation date. For claims
10 involving significant real property damage, SCE schedules site inspections that are attended by relevant
11 subject matter experts and appraisers. To the extent plaintiffs provide estimates of costs to rebuild
12 damaged property, SCE also demands substantiation to verify actual rebuild costs. SCE also may take
13 depositions of plaintiffs when necessary.

14 Depending on the amount and/or type of damages demanded, SCE will retain
15 damages experts to review the demands and supporting documentation provided for the claimed
16 amounts and/or develop additional evidence relevant to the claimed damages, and retain the appropriate
17 subject matter experts to help evaluate the claims. As explained in SCE-06, the types of damages experts
18 and consultants that are necessary to support this process include damage experts in the areas of personal
19 property loss; art and jewelry appraisal and restoration; automobile appraisal; trees, landscaping, and
20 agricultural damage (including vineyard and avocado, citrus, and olive tree loss); business loss; real
21 estate appraisal; construction forensics and reconstruction costs; smoke and ash damage; internal
22 medicine (including pulmonary specialists and other types of medical doctors); and mental and
23 emotional distress, among others. In particular, due to the type of damages at issue, real estate
24 appraisers and experts and consultants in the area of lost income (business loss and agricultural losses)
25 are heavily utilized.

26 In addition to the demand packages and any additional discovery requested from
27 plaintiffs after the demand package is evaluated, SCE's experts and consultants will also look at
28 additional forms of data when preparing their mediation reports. With respect to claims covered by
29 plaintiffs' insurance, the Resolution Protocol gives SCE the right to net the insurance recoveries in full
30 from the total claim, which is a safeguard to prevent double recovery. SCE generally has the plaintiffs'
31 complete insurance files and the insurance companies' reported payments, so its experts review these

1 insurance files for information regarding damages. This enables SCE to hold plaintiffs to statements
2 they made to their insurers to the extent that they differed from claims they made in their demands to
3 SCE. SCE's experts also independently validate plaintiffs' claims against information such as ownership
4 records, zoning, building permits, market research, employment records, tax returns, satellite imagery,
5 personal property records and other publicly available data. Additionally, SCE often compares plaintiffs'
6 asserted damages against internal data that SCE has compiled regarding prior claims specific to
7 neighborhood, property, and loss types.

8 After completing a thorough analysis of each plaintiff's demand package as well
9 as any additional relevant information, SCE's experts and consultants prepare damages reports in
10 anticipation of the mediation. These reports are then provided to SCE's counsel to assist them in drafting
11 mediation briefs and preparing for the mediation.

12 **c) The Parties Participate in a Non-Binding Mediation**

13 After SCE's experts and consultants complete their work, SCE attorneys review
14 and analyze plaintiffs' demand, SCE's experts' reports, and any relevant documentation. The attorneys
15 then address any inconsistencies or clarifications needed with SCE's experts, and the expert reports are
16 revised, as necessary. SCE then submits a mediation brief to the mediator in which SCE outlines its
17 factual and legal positions. Where appropriate, SCE includes legal arguments pointing out errors in
18 plaintiffs' views on California law with respect to damages. Plaintiffs' counsel submits their own briefs
19 to the mediator. For high demand claims, special damages reports are prepared and used. SCE often
20 prepares slide presentations for the mediation, which focus on high-value claims in a group.³⁵
21 Where feasible and beneficial in the assessment of the negotiating team, such as for lower monetary-
22 value cases like smoke-and-ash, SCE may conduct pre-mediation negotiation with plaintiffs' counsel.
23 In those cases where direct negotiations were successful, which accounted for 5-10% percent of total
24 cases, the cost of a mediation session is avoided.³⁶

25 In terms of the mediation itself, the process generally follows a repeatable
26 procedure. The Resolution Protocol governs the selection of mediators and provides the plaintiff the

³⁵ As described below in this Section IV.C.2(c), mediations were often grouped by household and multiple households were allowed to participate in a single joint mediation, although any resulting settlement was reached on an individual household basis.

³⁶ In all such cases, SCE took appropriate steps to ensure that those settlements were reasonable and prudent based on the documentation provided, the amount of plaintiffs' demands, and the settlement discount negotiated.

1 option to (a) select the mediator of plaintiff's choice from the list of pre-approved mediators included in
2 the Resolution Protocol or (b) request to use a different mediator with mutual agreement by SCE.
3 Most of the pre-approved mediators are retired judges employed by one of two well-respected
4 alternative dispute resolution firms: Signature Resolution or JAMS. Which mediators to include on this
5 list of pre-approved mediators was the subject of intense arm's length negotiations between SCE and
6 plaintiffs' counsel leadership and any alternative mediators requested by plaintiffs were similarly
7 thoroughly vetted. Once selected, the mediator presides over the sessions, which typically last a half day
8 (four hours) or a full day (eight hours) depending on the number of claims and their complexity.
9 For every mediation, SCE sends a legal executive paired with outside counsel. For approximately the
10 first year of the mediation process, SCE's Assistant General Counsel of Litigation attended all mediation
11 sessions, and thereafter, some mediation sessions were attended by the Director and Managing Attorney
12 of Claims Litigation. In addition, due to the risk that precedent could be set by settlement valuations
13 early in the process, SCE's Senior Vice President and General Counsel and the Senior Vice President
14 and Chief Financial Officer also attended most mediations that first year. A mediation session often
15 includes multiple households represented by the same plaintiffs' counsel. This approach has been used
16 more than 90 percent of the time; some mediations involve as many as 20+ households, and SCE
17 routinely resolves multiple claims in even a half day mediation, but ultimately reaches resolution on an
18 individual household basis. To the extent SCE finds that some households assert unreasonable and/or
19 unsupported demands, SCE considers removing them from a given mediation session and revisiting
20 them alone or at a future session after the claims can be reevaluated.

21 For larger cases, or if a reasonable request was made by plaintiffs' counsel, cases
22 are mediated on an individual basis. Both sides present their case to the mediator, and sometimes joint
23 sessions are held during which the plaintiff and SCE, and their experts, exchange information and are
24 given opportunities to follow up on outstanding issues or concerns. The mediators weigh in on the
25 reasonableness of the claims and the credibility of the plaintiffs and work hard to facilitate a settlement.
26 Even most high monetary-value individual cases are settled after no more than a one-day session.

27 After a successful mediation, a draft confidential settlement agreement and
28 release is circulated. Any requested changes or clarifications are worked out before signing.
29 Within about one week of the effective date of settlements, plaintiffs provide requests for dismissal to be
30 held in trust until payment. SCE endeavors to make payments under executed agreements within 30-45
31 days, and the payment amounts generally reflect a black box settlement inclusive of attorneys' fees and

1 costs, economic damages (real property, landscaping, personal property, lost income, medical bills, etc.),
2 prejudgment interest, and, where applicable, non-economic damages. Upon confirmation by plaintiffs
3 that payment was received, SCE files requests for dismissal for those plaintiffs.

4 As part of the settlements, plaintiffs also generally agreed to close their insurance
5 claims. Efforts to close insurance claims files were designed to prevent plaintiffs from seeking more in
6 insurance than taken as an offset in the mediation. After the settlement agreement was signed, SCE
7 counsel also notified subrogation counsel of all plaintiffs who have agreed to permanently close their
8 claim files.

9 The mediation process was greatly assisted by the continuity of Judge Lichtman
10 as the Special Master. Together with SCE's in-house team of claims representatives, this continuity
11 helped facilitate a repeatable and efficient process by which the parties were able to reach reasonable
12 settlement outcomes. As a result, the vast majority of Individual Plaintiffs' claims to-date have settled
13 through informal settlement discussions or non-binding mediations.³⁷

14 **d) If a Claim Does Not Settle in a Non-Binding Mediation, a Binding Mediation**
15 **or Damages-Only Trial Proceeds Only if the Plaintiff has Mediated in Good**
16 **Faith**

17 In relatively few instances,³⁸ the non-binding mediation is not successful, and
18 several next steps may occur. The parties may continue to informally mediate the claims, with or
19 without the help of a mediator. Another non-binding mediation may be scheduled. In rare cases, the
20 parties pursue a mandatory settlement conference with the court, which usually is only for cases
21 involving Individual Plaintiffs who did not opt in to the Resolution Protocol. A plaintiff who has opted
22 in to the Resolution Protocol also has the option to proceed to a binding mediation or a damages-only

³⁷ As described above in Section IV, SCE has achieved settlement with 8,051 of the 8,618 Individual Plaintiffs (or 3,017 of the 3,252 households), not inclusive of plaintiffs whose claims were dismissed. Of these 8,051 Individual Plaintiffs' settlements (associated with 3,017 households), 7,498 settlements (associated with 2,781 households) were achieved through the Resolution Protocol and 553 settlements (associated with 236 households) were achieved with plaintiffs that had not formally opted in to the Resolution Protocol. As described in Section IV.C.1, the settlement process for plaintiffs that did not formally opt in to the Resolution Protocol was substantially similar to the process for mediating with opt in plaintiffs.

³⁸ As of August 31, 2024, only 204 Individual Plaintiffs' claims (associated with 79 households) proceeded to binding mediation, and as described in this Section IV.C.2(d), only six have been set for a damages-only trial after unsuccessfully mediating their claims under the Resolution Protocol, with four of those cases being settled before trial began, one set for a damages-only trial in December 2024, and the other awaiting assignment of a trial date.

1 trial, but only if the Special Master determines that the Individual Plaintiff had previously attempted to
2 mediate the claim in good faith but has been unable to achieve a settlement. The Special Master has
3 denied three demands for damages-only trials after concluding that the plaintiff did not demonstrate
4 good faith, saving SCE the expense and uncertain outcome of multiple trials on damages. And as of
5 August 31, 2024, only six cases have been set for a damages-only trial after unsuccessfully mediating
6 their claims under the Resolution Protocol, with four of those cases settling before the trial began, one
7 scheduled for a damages-only trial in December 2024, and one awaiting assignment of a trial date.

Appendix A

Declaration of Honorable Judge Peter D. Lichtman

Declaration of the Hon. Peter D. Lichtman (Ret.)
Special Master for the Woolsey Fire Protocol

The purpose of this declaration is to provide background and context to the settlement process undertaken by Southern California Edison (herein Edison) in its efforts to resolve all claims presented arising from the Woolsey Fire.

In order to provide the reader with a better understanding of the statements that I will be providing below, permit me to share some of my background. I was initially appointed to the bench in 1993 by then Governor Pete Wilson. My judicial career was unlike any other in that from the inception of my judicial assignments I was involved one way or the other in settling civil cases that either I had on my own docket or the docket of my fellow colleagues. I was chosen by both the Presiding Judge of the Los Angeles Superior Court and the Chief Justice of the State of California to establish a new and innovative court entitled Complex Civil Litigation. This was founded in the year 2000 and continues to this day. I was appointed twice to serve as its Supervising Judge. I then established in 2010 the Mandatory Settlement Court which likewise continues to this day. In both roles I have had to create or supervise the methodology for resolving mass tort claims.

Approximately four years ago I was asked by leadership counsel for the plaintiffs and counsel for Edison to assist in the formulation of a protocol for efficiently settling and moving to resolution literally thousands of household and business claimants. In that regard the parties engaged in arms-length negotiations on developing a format in which fire victim claimants could seek resolution of their claims. The end result of countless hours of negotiations and a common effort to become more efficient in approaching resolution was the formulation of what is now referred to as the Thomas Protocol. That protocol was finalized around October 2020.

After a month or two of operating under the Thomas Protocol, in early December 2020, leadership counsel for the plaintiffs and counsel for Edison approached me to assist in the formulation of a similar protocol to resolve the thousands of households and business claimants in the Woolsey Fire. By that time, it was already clear that the Thomas Protocol was and would continue to be a great success, and the parties' experience suggested that only minor tweaks might be

necessary to develop a similar successful protocol for the Woolsey Fire. I again oversaw an arms-length negotiation between the parties over a period of several weeks that culminated in what is now known as the Woolsey Protocol in February 2021.

Like the Thomas Protocol, the Woolsey Protocol has been extremely successful. I note the following: More than 2,700 households have settled their claims through the Woolsey Protocol. The settlement amounts for individuals and households are nearly 3 billion dollars. If the subrogation and public entity settlements in the Woolsey Fire are added to the above, the number will exceed 5.7 billion dollars. I can unequivocally state that the Woolsey Protocol represents and represented an exceedingly reasonable approach and methodology in resolving the claims.

While the negotiations by and between the Subrogation Carriers and Edison was not subject to the mandates of the Woolsey Protocol, I personally oversaw the negotiations and participated in the resolution of those claims. To reiterate, the negotiations undertaken were arms-length and resulted in a very reasonable end result.

By instituting and rigorously following the Woolsey Protocol, Edison was able to accomplish and be the recipient of numerous benefits. First, it was able to drive down significantly its own litigation costs. Second, costly discovery and law and motion battles were avoided. Third, very few claimants sought trials and as of the formulation of this declaration, none of the Woolsey Fire Claimants have actually gone through the entire trial process. Not one Woolsey Fire Claimant has proceeded to verdict. Fourth, the Protocol added a valuable and indispensable element of predictability which, in turn, promoted consensual settlements.

The Protocol contained many safeguards and deadlines such that each side was forced to accomplish a certain number of matters to be presented for settlement each month. Mediation templates were agreed upon and prepared. Heavy emphasis was placed on the claimants to supply the necessary documentation that would enable Edison to safeguard against exaggerated or frivolous claims.

Fire cases are not like other mass tort cases. Counsel on both sides of the aisle are specialized and as such know the value and the issues that govern settlement parameters. Damages are calculated in various fashions with an overlay of case law which governs the application of

inverse damages. From my own experience, I have worked with all counsel and there is a tremendous amount of consistency and predictability that is enveloped in each mediation that eventually leads to settlements.

Moreover, the methodology utilized promoted a higher level of understanding and preparedness which greatly assisted Edison's ability to challenge the contentions and arguments of counsel.

Edison and counsel for the claimants have engaged in hard-fought negotiations which have resulted in the savings of time and the avoidance of huge litigation costs and the added benefit of resulting in predictability as stated above. This predictability has a separate value of its own as both sides wish to avoid the lack of predictability that comes with jury trials. Individual trials present a huge risk of inconsistencies in dollar amounts awarded. This has all been avoided to the benefit of both sides.

In addition to serving as Special Master for the overall governance of the protocol, I have likewise been involved in the mediation process and have personally handled well over 450 mediations involving fire claims. Southern California Edison has been meticulous in its evaluations of the claims presented and has retained experts where needed to counter the various claims made against it. All of the negotiations where I served as the mediator were arm's length and reasonable.

In brief, Edison's overall approach to settlement has led to a definite cost savings in terms of settlement valuations, avoidance of unnecessary and repeated trial preparations and the savings of attorney time in the avoidance of the costly process of taking endless depositions.

The entire protocol was based on equality and reasonableness. The statistics provided above have proven that the protocol has functioned as designed and has enabled both sides to save time and money and avoid the inconsistencies and unpredictability of trials.

Dated: 10/2/2024

DocuSigned by:
Hon. Peter Lichtman (Ret.)
214BB706FF8406...
Hon. Peter D. Lichtman (Ret.)

Appendix B

Questionnaire and Checklist for Resolution Protocol

JCCP 5000

Resolution Demand Template

Name(s) of Plaintiff(s):

Bellwether:

Yes

No

Type of Claim (if more than one choose category representing largest losses):

Homeowner Total Loss

Homeowner Smoke & Ash

Tenant

Agriculture

Other business

Cause of Damage (if both choose one causing largest losses):

Fire

Debris Flow

Preference status:

Yes

Moved for preference prior to February 5, 2021

Named plaintiff qualifies for preference under:

CCP 36 (a) (plaintiff with significant interest in case over 70 and in poor health)

CCP 36 (d) (illness with life expectancy of less than 6 months-- please include documentation)

No

Damaged Property Address(es):

Complaint Name(s):

Case Number(s):

Primary law firm representing Plaintiff:

Lead Attorney with Contact Information:

I.

A. Economic Damages

1. Real Property – Dwelling, Other Structures, Diminution in Value, Debris Removal, Land and Erosion, Other	
a. Dwelling (Exhibit 1 should be a folder containing all supporting documents)	
Description of Damage and Amount:	\$
<ul style="list-style-type: none">• Total: \$	
<ul style="list-style-type: none">○ Description of home/property damaged• <i>See Exhibit 1 for (List contents of Exhibit 1 which should include supporting documentation for damages including Loss Assessments, Rebuild Estimate, Pre-Fire Permits, and Pre-Fire/Post-Fire Photographs)</i>• <i>See “Document Checklist” attached as Exhibit A for additional requested documents</i>	
b. Other Structures and Improvements (Exhibit 1 should be a folder containing all supporting documents)	
Description of Damage and Amount:	\$
<ul style="list-style-type: none">○ All structures and items below were damaged and/or destroyed	
<ul style="list-style-type: none">• Total: \$	
<ul style="list-style-type: none">○ Item/Structure Damaged: \$ (Include as many as applicable)	
<ul style="list-style-type: none">• Description of Item/Structure Damaged	
<ul style="list-style-type: none">• <i>See Exhibit 1 for (List contents of Exhibit 1 including all supporting documentation)</i>• <i>See “Document Checklist” attached as Exhibit A for additional requested documents</i>	

c. Diminution in Value for Property (Exhibit 2 should be a folder containing all supporting documents)	
Description of Real Estate (land and improvements) and Pre-Fire Market Value:	\$
• Total: \$	
○ Pre-Fire Value: \$	
○ Post-Fire Value: \$	
• <i>See Exhibit 2a for (List contents of Exhibit 2a including Diminution in Value Report)</i>	
• Gross Sale Price	
○ Total: \$	
• <i>See Exhibit 2b for (List contents of Exhibit 2b including Land Sale Contract, etc.)</i>	
• <i>See “Document Checklist” attached as Exhibit A for additional requested documents</i>	
d. Debris Removal (Exhibit 3 should be a folder containing all supporting documents)	
Description of Damage and Amount:	\$
• Total: \$	
○ List of Service Performed/Estimate Provided: \$	
• <i>See Exhibit 3 for (List contents of Exhibit 3 including estimate and any other supporting documentation)</i>	
• <i>See “Document Checklist” attached as Exhibit A for additional requested documents</i>	
e. Land and Erosion (Exhibit 4 should be a folder containing all supporting documents)	
Description of Damage and Amount:	\$
• Total: \$	
○ Description of erosion, drainage repairs, mitigation measures, and cost of implementation	
• <i>See Exhibit 4 for (List contents of Exhibit 4 including Erosion Damage Assessment, estimates, and other supporting documents)</i>	
• <i>See “Document Checklist” attached as Exhibit A for additional requested documents</i>	

f. Other Real Property Damage Categories (Include as many as applicable) (Exhibit 5 should be a folder containing all supporting documents)	
Description of Damage and Amount:	\$
Total: \$	
Description of real property damaged/destroyed	
<ul style="list-style-type: none"> • <i>See Exhibit 5 for (List contents of Exhibit 5)</i> <i>See "Document Checklist" attached as Exhibit A for additional requested documents</i> 	
2. Real Property - Dwelling, Other Structures, Diminution in Value, Debris Removal, Land and Erosion, and Other Insurance Off-Set (Exhibit 6 should be a folder containing all supporting documents)	
Description of Coverage and Payments:	\$
Total: \$	
<ul style="list-style-type: none"> • Real Property: \$ <ul style="list-style-type: none"> ○ Dwelling: \$ ○ Other Structures: \$ ○ Diminution in Value: \$ ○ Debris Removal: \$ ○ Land and Erosion: \$ ○ Other: \$ 	
<ul style="list-style-type: none"> • <i>See Exhibit 6 for (List contents of Exhibit 6 including payout information, Claims File, etc.)</i> 	
Net Real Property Damage – Dwelling, Other Structure, Diminution in Value, Debris Removal, Land and Erosion, and Other	0
3. Real Property - Trees and Vegetation (Exhibit 7 should be a folder containing all supporting documents)	
Description of Damage and Amount:	\$
Total: \$	
Description of trees and vegetation damaged/destroyed	
<ul style="list-style-type: none"> • <i>See Exhibit 7 for (List contents of Exhibit 7 including Tree Loss Evaluation, Arborist Report, Pre-Fire and Post-Fire Photographs, etc.)</i> 	

<i>See "Document Checklist" attached as Exhibit A for additional requested documents)</i>	
4. Real Property - Trees and Vegetation Insurance Off-Set (Exhibit 6 should be a folder containing all supporting documents)	
Description of Coverage and Payments:	\$
Total: \$	
<ul style="list-style-type: none"> • Real Property: \$ <ul style="list-style-type: none"> ○ Trees and Vegetation: \$ 	
<i>See Exhibit 6 for (List contents of Exhibit 6 including payout information, Claims File, etc.)</i>	
5. Personal Property (Exhibit 8 should be a folder containing all supporting documents)	
Description of Damage and Amount:	\$
<ul style="list-style-type: none"> • Total: \$ <ul style="list-style-type: none"> ○ Description of personal property damaged/destroyed (Include as many as applicable) 	
<ul style="list-style-type: none"> • <i>See Exhibit 8 for (List contents of Exhibit 8 including Personal Property Inventory including itemization of all damaged/destroyed property with values for Replacement Cost Value (RCV) and Actual Cost Value (ACV)</i> • <i>See "Document Checklist" attached as Exhibit A for additional requested documents)</i> 	
6. Personal Property Insurance Off-Set (Exhibit 6 should be a folder containing all supporting documents)	
Description of Coverage and Payments:	\$
<ul style="list-style-type: none"> • Total: \$ 	
<ul style="list-style-type: none"> • Personal Property: \$ <ul style="list-style-type: none"> ○ Contents: \$ ○ Autos: \$ ○ Etc.: \$ 	
<ul style="list-style-type: none"> • <i>See Exhibit 6 for (List contents of Exhibit 6 including payout information, Claims File, etc.)</i> 	
Net Personal Property Damages	\$

7. Agricultural Damages and Losses (Exhibit 9 should be a folder containing all supporting documents)	
Description of Damage and Amount:	\$
<ul style="list-style-type: none"> • Total: \$ <ul style="list-style-type: none"> ○ Description of damages to agriculture/commercial farms, loss of income, etc. • <i>See Exhibit 9 for (List contents of Exhibit 9 including estimates, reports, acreage usage, acreage descriptions, water sources, marketing plans implemented, customer lists, receipts, invoices, permits, other sources of income for property, mitigation protocol for erosion, maintenance/mitigation protocol for fire damage, easements, pre-fire and post-fire photographs of trees and surrounding vegetation, purchase and listing history, historical annual road maintenance costs, 5 year crop production history and 5 year Gross income, expense and net income history, and any additional supporting documents as applicable)</i> • <i>See “Document Checklist” attached as Exhibit A for additional requested documents)</i> 	
8. Agricultural Damages/Losses Insurance Off-Set (Exhibit 6 should be a folder containing all supporting documents)	
Description of Coverage and Payments:	\$
<ul style="list-style-type: none"> • Total: \$ <ul style="list-style-type: none"> ○ Description of Various Coverages: \$ • <i>See Exhibit 6 for (List contents of Exhibit 6 including payout information, Claims File, etc.)</i> 	
Net Agricultural Damages	\$
9. Additional Living Expenses (Exhibit 10 should be a folder containing all supporting documents)	
Description of Damage and Amount:	\$
<ul style="list-style-type: none"> • Total: \$ <ul style="list-style-type: none"> ○ Description of ALE costs and expenses 	

<ul style="list-style-type: none"> • See Exhibit 10 for (List contents of Exhibit 10 including receipts, invoices, and all supporting documentation for costs and expenses related to food, supplies, transportation, essential items, etc.) • See “Document Checklist” attached as Exhibit A for additional requested documents 	
10. Additional Living Expense Off-Set (Exhibit 6 should be a folder containing all supporting documents)	
Description of Coverage and Payments:	\$
<ul style="list-style-type: none"> • Total: \$ 	
<ul style="list-style-type: none"> ○ Description of ALE Coverages: \$ 	
<ul style="list-style-type: none"> • See Exhibit 6 for (List contents of Exhibit 6 including payout information, Claims File, etc.) 	
Net ALE Damages	\$
11. Lost Income (Exhibit 11 should be a folder containing all supporting documents)	
Description of Damage and Amount:	
<ul style="list-style-type: none"> • Total: \$ 	
<ul style="list-style-type: none"> ○ Description of Lost Income 	
<ul style="list-style-type: none"> • See Exhibit 11 for (List contents of Exhibit 11 including W-9s, rental agreements, check images, bank statements, reports, communications that support your claimed loss, Schedule E from Form 1040 personal tax returns, etc.) • See “Document Checklist” attached as Exhibit A for additional requested documents 	
12. Lost Income Insurance Off-Set (Exhibit 6 should be a folder containing all supporting documents)	
Description of Coverage and Payments:	\$
<ul style="list-style-type: none"> • Total: \$ 	
<ul style="list-style-type: none"> ○ Description of Lost Income Coverages: \$ 	

<ul style="list-style-type: none"> • See Exhibit 6 for (List contents of Exhibit 6 including payout information, Claims File, etc.) 	
Net Lost Income Damages	\$
13. Loss of Use (Exhibit 12 should be a folder containing all supporting documents)	
Description of Damage and Amount:	\$
<ul style="list-style-type: none"> • Total: \$ 	
<ul style="list-style-type: none"> ○ Description of Loss of Use basis 	
<ul style="list-style-type: none"> • See Exhibit 12 for (List contents of Exhibit 12 including check images, bank statements, reports, communications that support your claimed loss, Schedule E from Form 1040 personal tax returns, etc.) • See “Document Checklist” attached as Exhibit A for additional requested documents 	
14. Loss of Use Insurance Set-Off (Exhibit 6 should be a folder containing all supporting documents)	
Description of Coverage and Payments:	\$
<ul style="list-style-type: none"> • Total: \$ 	
<ul style="list-style-type: none"> ○ Description of Loss of Use Coverages: \$ 	
<ul style="list-style-type: none"> • See Exhibit 6 for (List contents of Exhibit 6 including payout information, Claims File, etc.) 	
Net Loss of Use Damages	\$
15. Out of Pocket Expenses (Exhibit 13 should be a folder containing all supporting documents)	
Description of Coverage and Payments:	\$
<ul style="list-style-type: none"> • Total: \$ 	
<ul style="list-style-type: none"> ○ Description of Out of Pocket Expenses (Include as many as apply): \$ 	

<ul style="list-style-type: none"> • See Exhibit 13 for (List contents of Exhibit 13 including any and all supporting documentation for the alleged loss) • See “Document Checklist” attached as Exhibit A for additional requested documents 	
16. Other Damages (Exhibit 14 should be a folder containing all supporting documents)	
Description of Coverage and Payments:	\$
<ul style="list-style-type: none"> • Total: \$ ○ Description of Loss (Include as many as apply): \$ 	
<ul style="list-style-type: none"> • See Exhibit 14 for (List contents of Exhibit 14 including any and all supporting documentation for the alleged loss) • See “Document Checklist” attached as Exhibit A for additional requested documents 	
TOTAL ECONOMIC DAMAGES	\$
TOTAL INSURANCE	\$
NET ECONOMIC DAMAGES	\$

B. Non-Economic Damages

1. Annoyance, Disturbance, Inconvenience and Mental Anguish	
Description of Damage and Amount:	\$
<ul style="list-style-type: none"> • See Mediation Narrative (outlines basis for damages) 	
2. Emotional Distress	
Description of Damage and Amount:	\$
3. Loss of Consortium	
Description of Damage and Amount:	\$
<ul style="list-style-type: none"> • See Mediation Narrative (outlines basis for damages) 	

TOTAL NON-ECONOMIC DAMAGES	\$

II. POST-VERDICT DAMAGES REQUIRED BY STATUTE

1. Attorney Fees	
• Explanation of reasoning and method for determining amount	\$
2. Pre-Judgment Interest	
• Explanation of reasoning and method for determining amount	\$
3. Costs of Suit	
• Explanation of reasoning and method for determining amount	\$
Total Attorney Fees, Interest, and Costs of Suit:	\$

III. SUMMARY OF DAMAGES

TOTAL VALUE OF ECONOMIC DAMAGES	\$
TOTAL INSURANCE PAYMENTS	\$
NET VALUE OF ECONOMIC DAMAGES	\$
TOTAL VALUE OF NON-ECONOMIC DAMAGES	\$

TOTAL VALUE OF POST-VERDICT DAMAGES	\$
TOTAL VALUE OF DAMAGES	\$
TOTAL SETTLEMENT DEMAND (IF DIFFERENT FROM VALUE OF DAMAGES)	\$

CHECKLIST FOR RESOLUTION DEMAND TEMPLATE

A. Claims Files

1. Unless a plaintiff is uninsured, the plaintiff must submit a copy of all claims files with the mediation demand and state whether, to the plaintiff's knowledge, each claim is open or closed. If the claim file has already been produced to Edison by the plaintiff or by Subrogation Plaintiffs, via Brown Greer or otherwise, Individual Plaintiffs do not need to reproduce the claim file to Edison. If the claims file(s) have been updated since first being produced, then the updated claims file must be produced.

B. Damages Discovery

1. Mediation demands should only be submitted if the plaintiff has provided complete responses to SCE's Damages Discovery (Personal Questionnaire, Property Questionnaire, Request for Production Response, and Document Production).
 - i. If the mediation demand is on behalf of an unfiled plaintiff, please have that plaintiff fill out the appropriate discovery and provide it with the mediation demand.

C. Responding to Requests for Information

1. For any simple clarifications or responses advising of work in progress please provide responses in the body of our email requesting information/clarification.
2. For any substantive responses (which would include provision of missing information/documents such as pre-fire permits/photographs, amendments to mediation demand values, clarification of insurance payments, etc.) please provide the requests and your firm's responses in letter format. This letter, along with the requested supporting documents and amended mediation demands, as necessary, should be provided in the same manner as the original mediation demand.
 - i. Responsive email should be titled "Response to Document Request – 'Name of Plaintiff'," and then please provide a link to your firm's FTP site which contains the requested letter, supporting documents, and any amended mediation demands.

- ii. This process will allow us to quickly provide this supplemental material to our experts for the most efficient workflow possible. In addition, organizing the responses in this manner assists in preventing duplicative requests for documents from our experts that may have been discussed early on in emails.

D. Losses Related to Real Property Rebuilding

1. If you are claiming losses from the relating to real property rebuilding costs or diminution in value for an affected property, please provide the following (if available):
 - i. Loss assessments
 - ii. Actual rebuild/repair costs in line item fashion
 - iii. Rebuild estimate formatted in a line item fashion for evaluation of cost based upon trades, materials and quantities
 - iv. Insurance policy
 - v. Real estate appraisal reports
 - vi. Pre-fire permits for construction or remodel
 - vii. Pre-fire property information
 - viii. Pre-fire remodeling contracts, contractor receipts, and cancelled checks
 - ix. Pre-fire exterior photographs
 - x. Pre-fire interior photographs
 - xi. Post-fire photographs
 - xii. Post-fire rebuild photographs
 - xiii. Permits for rebuild
 - xiv. Post-fire contractor rebuild contract
 - xv. Post-fire contractor rebuilding invoices
 - xvi. Post-fire copies of check payments
 - xvii. Statements of loss and/or proofs of loss matching payments made on invoices and estimates submitted

E. Losses Related to Partial Damages

1. If you are claiming losses from the relating to real property partial damages for an affected property, please provide the following (if available):

- i. A detailed contractor loss assessment noting damages and a remediation plan that relates to the actual damages and corresponding repairs and not to additional desired improvements or a change in home style
- ii. Loss assessment remediation/repair plan
- iii. Permits and competitive bids
- iv. Fully explained and detailed actual costs incurred including paid invoices, cancelled checks, and signed contractor contracts
- v. City/county sign off on completed work, paid invoices, and cancelled checks

F. Losses Related to Diminution in Value

1. If you are claiming losses from the relating to diminution in value of an affected property, please provide the following (if available):
 - i. Diminution in value reports
 - ii. Real estate appraisal reports
 - iii. Pre-fire permits for construction or remodel
 - iv. Pre-fire property information
 - v. Pre-fire remodeling contracts and contractor receipts
 - vi. Purchase and listing history
 - vii. Pre-fire interior photographs
 - viii. Pre-fire exterior photographs
 - ix. Post-fire photographs

G. Losses Related to Debris Removal

1. If you are claiming losses from the relating to Debris Removal, please provide the following (if available):
 - i. Receipts/invoices detailing claimed damages
 - ii. Statements of loss and/or proofs of loss matching payments made on invoices and estimates submitted

H. Losses Related to Trees, Landscaping, and Vegetation

1. If you are claiming losses from the relating to Trees, Landscaping, and/or Vegetation, please provide the following (if available):
 - i. Arborist report containing breakdown of costs incurred or expected

- ii. Tree loss evaluation
- iii. Landscape replacement estimate that reflects pre-fire landscaping
- iv. Pre-fire photographs
- v. Post-fire photographs
- vi. Statements of loss and/or proofs of loss matching payments made on invoices and estimates submitted
- vii. Copy of carrier policy limits/declaration page
- viii. Insurance documents showing any landscape items paid out or inventoried

I. Losses Related to Land and Erosion

1. If you are claiming losses from the relating to Land and/or Erosion Damage, please provide the following (if available):
 - i. Erosion damage assessment with proposed erosion control measures
 - ii. Engineering reports for erosion control
 - iii. Hydrology reports
 - iv. Estimates
 - v. Invoices
 - vi. Receipts

J. Losses Related to Personal Property

1. If you are claiming losses from the relating to Personal Property Damage, please provide the following (if available):
 - i. Personal property inventory including itemization of all damaged/destroyed property with replacement cost value and actual cost value (you can reference any inventory in your insurer's claim file):
 - ii. Pre-fire photographs
 - iii. Proof of restoration for any claimed auto damages
 - iv. Invoices and/or receipts for damaged or destroyed personal property
 - v. Invoices and/or receipts for replaced items
 - vi. Statements of loss and/or proofs of loss matching payments made on invoices and estimates submitted
 - vii. Copy of carrier policy limits/declaration page

K. Losses Related to Agriculture

1. If you are claiming losses from the relating to Agricultural Losses at an affected property, please provide the following (if available):
 - i. Estimates
 - ii. Pre-fire tree or crop assessments
 - iii. Agricultural damage analyses/reports
 - iv. 2012-2020 yearly grower/pack out reports, including information on gross sales and production by class and adjustments to gross sales (e.g., offsets for CAC or HAB taxes, picking labor, or volume incentive plans).
 - v. Total number and age of planted avocado trees as of the date of fire. Information should be provided yearly from 2012 through 2018 and by block and acre.
 - vi. Total number of planted avocado trees and acres that were damaged from the fire and will be replaced. Information should be provided by block and acre.
 - vii. Actual and expected trees and acres to be replanted after the fire, including a replanting schedule. Information should be provided by block and acre.
 - viii. Documents regarding trees ordered, tree replanting costs, or other communications with tree growers.
 - ix. Pre-fire/post-fire appraisals
 - x. Attempts at farm/ranch expansion or reduction
 - xi. Acreage usage/acreage descriptions
 - xii. Water sources
 1. Number of wells
 2. Gpm
 3. Casing size
 4. Main line and lateral sizes
 5. Pipe material
 6. District water supplier
 7. Meter sizes
 8. Restrictions on water use
 - xiii. Marketing plans implemented

- xiv. Customer lists
- xv. Receipts/invoices
- xvi. Permits including conditional use permits, agriculture use permits, structure permits, as well as organic or specialty certifications for wine or other uses
- xvii. 2012-2020 yearly profit and loss ("P&L") reports and balance sheets. P&L reports should be normal course of business documents and include sufficient detail to identify avocado revenues and operating expenses by category, including irrigation, fertilizer, rodent control, repairs, maintenance, fertilizer, labor expense, and packing house charges. This can include amounts reported on tax returns.
- xviii. Any financial planning documents, including forecasts, projections, or estimates of future avocado crop production that were prepared prior to and/or after the fire.
- xix. Any financial models or calculations related to lost revenues, saved costs, or extra expense in the periods after the fire related to avocado tree losses.
- xx. Any documents related to farm income or crop insurance money received from 2012 to 2020.
- xxi. Other sources of income for property
- xxii. Mitigation protocol for erosion
- xxiii. Maintenance/mitigation protocol for fire damage
- xxiv. Any easements
- xxv. Pre-fire and post-fire photographs of trees and surrounding vegetation
- xxvi. Purchase and listing history
- xxvii. Historical annual road maintenance costs

L. Losses Related to Additional Living Expenses (ALE)

1. If you are claiming losses from the relating to Additional Living Expenses, please provide the following (if available):
 - i. Receipts/invoices
 - ii. Costs and expenses related to food, supplies, transportation, essential items, etc.
 - iii. Copy of carrier policy limits/declaration page

- iv. Statements of loss and/or proofs of loss matching payments made on invoices and estimates submitted
- v. Lease agreements for temporary housing
- vi. Carrier log notes or notations between contractor and plaintiff specifically discussing period of restoration and or delays

M. Financial Losses Related to Rental Activities

- 1. If you are claiming financial losses relating to Rental Activities at an affected property, please provide the following (if available):
 - i. Lease agreement(s) covering the period from 2015 to date.
 - ii. Evidence of rental revenues from 2015 to date, including Schedule E from Form 1040 personal tax returns, copies of checks, or bank statements.

N. Financial Losses Related to Other Business Activities

- 1. If you are claiming financial losses relating to Other Business Activities, please provide the following (if available):
 - i. Annual financial statements from 2015 to date, including profit and loss statements that list revenue and line item expenses related to Other Business Activities.
 - ii. Tax return statement of revenues and expense from 2015 to date, including either Schedule C from 1040 personal tax returns or relevant sections of partnership, corporate, or trust tax returns.
 - iii. Any documents, including contracts, agreements, reports, valuations, pre-fire projections or communications that support your claimed loss.

O. Financial Losses Related to Lost Wages or Employment

- 1. If you are claiming financial losses relating to Lost Wages or Employment, please provide the following (if available):
 - i. Paychecks, including pay stub with payment details, for all wages received in the 3 months prior to the fire.
 - ii. Paychecks, including pay stub with payment details, for all wages received in the 3 months after the fire.
 - iii. Evidence of wages received from any employer from 2015 to date, including W-2s, 1099s and personal 1040 tax returns.

- iv. Any documents, including check images, bank statements, reports or communications that support your claimed loss.

P. Losses Related to Out-of-Pocket Expenses

- 1. If you are claiming losses relating to Out-Of-Pocket expenses, please provide the following (if available):
 - i. Receipts/invoices
 - ii. Carrier log notes regarding discussions between plaintiff and carrier identifying need for out-of-pocket expenses

By signing this document, the following Plaintiff(s) acknowledge that they have an obligation to provide accurate information in the Resolution Demand Template and Checklist. The following Plaintiff(s) additionally certify that they have reviewed all information contained in their Resolution Demand Template and Checklist, and believe that the information is accurate to the best of their knowledge.

Dated: _____
_____ [Name of Plaintiff]

Dated: _____
_____ [Name of Plaintiff]

Dated: _____
_____ Guardian ad Litem for minor
Plaintiff _____]

Dated: _____
_____ Guardian ad Litem for minor Plaintiff _____]