

Full Report

Fix What You Broke

Survivors' Recommendations for a Fair and Fully Funded Edison Recovery Program

By Survivors of the Eaton Fire

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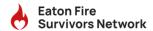


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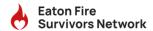
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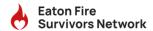
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Survivor Voices

"The expense of this ordeal, emotionally and financially... My daughter may have to put college on hold. We may have to walk away from our home of 25 years, flushing our equity down the drain because it's not safe to live in. And the impact that it's had on my mental health and my marriage, I'm not sure my husband and I will see our way through this together."

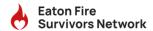
"This situation has been completely devastating and challenging. We can never get back what was taken from us. We no longer have the illusion of security and are struggling to remain hopeful while dealing with the financial fall out from losing everything you owned and all the systems you believed in."

"According to Edison's draft, we would get NOTHING. We're still displaced with no end in sight. We have very high levels of toxins as measured by a Certified Industrial Hygienist, and our lead abatement and remediation quote is over \$400,000. Our children are traumatized. Nothing in the proposal is fair. It's hard to put the magnitude of the disruption to our lives into words. The lack of consideration for smoke damaged homes is absolutely infuriating."

"Our youngest is struggling even more than the adults in our family. We all lost our home, all of our stuff, and some pets. He also lost his school and his 5 closest friends have all moved away. His belief that we can keep him safe is gone. It may be a lifetime of struggle to overcome. He has gone from a 5 minute bike ride to school to over an hour in the car each day."

"As renters I feel not heard or seen. I lost everything in the Eaton Fire and my family and I not only lost our home of almost 6 years, but also all personal belongings, art, furniture, jewelry, vintage fashion and a car. Our insurance covered approx. 25%...and on top there is the added monthly cost for rental elsewhere, lease on a new vehicle, additional insurance cost and then the emotional distress and mental health. My family and I have to live this new reality for the rest of our lives."

"We're barely hanging on, a fair settlement with Edison could make a huge difference"



Executive Summary

The Eaton Fire was the most toxic urban wildfire in modern U.S. history. It tore through densely populated neighborhoods and ignited thousands of pre-1976 structures built with asbestos, lead, and other heavy metals. Its impact reached far beyond the burn zone. Toxic smoke and ash spread for miles, contaminating entire communities and displacing thousands of families.

Recovery now depends on whether Edison funds the real cost of rebuilding. The *Los Angeles Times* found that after California's five most destructive fires, only <u>38%</u> of homes were rebuilt within five years. Two factors made the difference: insurance payments, and — when a utility was at fault — utility payments.¹

Where those payments were fair and timely, communities recovered. Where they were delayed or insufficient, neighborhoods never came back.²

Now, nine months after Edison's negligence shattered our lives, the toll is clear. Many have drained retirement savings, maxed out credit cards, or watched marriages and health deteriorate under the strain.

UCLA housing expert Tim Kawahara estimates the Eaton Fire recovery could take five to ten years.³ The difference between three, five, and ten will depend on whether survivors receive full and timely support from both insurers and Edison.

Learning from History: Putting Survivors First This Time

This is not Southern California Edison's first engagement with fire victims — and survivors have reason to be concerned.

Attorneys representing Eaton Fire plaintiffs have already described Edison's draft compensation plan as "unfair, self-serving, and inadequate." Under the proposal, survivors who accept payments must also agree not to sue the company, a condition CBS News noted "pressures desperate families into early, low settlements.".

¹ Dillon, Liam, Ben Poston, Doug Smith & Jessica Garrison, "22,500 homes lost. <u>Over five years later, only 38% rebuilt: What California fire survivors face</u>," Los Angeles Times, September 30, 2025.

² Dillon, Liam, Ben Poston, Doug Smith & Jessica Garrison, "22,500 homes lost. <u>Over five years later, only 38% rebuilt: What California fire survivors face,</u>" Los Angeles Times, September 30, 2025.

³ Lopez, Steve. "Nine months after the Eaton fire, 'moments of wavering, or wanting to give up' on ever returning." Los Angeles Times, Sept. 27, 2025.

⁴ Lorenzo, Sam. "<u>Edison fire settlement details blasted by plaintiffs' attorneys as unfair.</u>" Daily Journal, Sept. 25, 2025.

⁵ "SoCal Edison unveils Eaton Fire settlement compensation plan." CBS News Los Angeles, Sept. 19, 2025.



After the Thomas Fire and Montecito Mudslides, Edison followed a now-familiar sequence of payments. The company moved swiftly to settle with institutions — first reimbursing public agencies and insurers — while families were left waiting. In November 2019, Edison reached \$360 million in settlements with 23 public entities over the 2017–2018 disasters, explicitly excluding individual and business claims. It later paid \$1.2 billion to insurance subrogation plaintiffs for the Thomas Fire, Koenigstein Fire, and Montecito Mudslides, and another \$2.2 billion for the Woolsey Fire.

Only after those institutional settlements were finalized did individual survivors begin to receive payments. According to Edison's filings, roughly 2,000 individual plaintiffs eventually settled, receiving about \$500 million total — far less than the amounts paid to insurers and governments, and years after the disaster.

By that time, many survivors had already fallen into financial and emotional crisis. News reports document families still unable to rebuild, their savings exhausted by rent, delays, and rising costs, and others who abandoned plans to return home altogether. 8910

This pattern — paying institutions first and leaving survivors to fight — shows why survivors must speak out now. Edison's compensation program must not repeat a history where those most directly harmed are last in line to recover.

We have an opportunity to do things differently after the Eaton Fire. Edison's compensation program can set a new standard: one that restores trust by centering the voices of those most directly affected.

A Survivor-Led Call for Fairness

Edison took an important first step by publishing its <u>Draft Wildfire Recovery Compensation</u> <u>Protocol (Sept. 17, 2025)</u>. But many survivors were unable to join the meetings or fit their comments through the limited online form. Hundreds of us have therefore come together to create this document.

⁶ Southern California Edison Company, "<u>Edison International and SCE Announce Settlements with Public Entities Related to 2017/2018 Wildfires</u>," November 13, 2019.

⁷ Edison International, <u>Form 10-Q for the Quarterly Period Ended March 31, 2021, Note 12 ("Commitments and Contingencies")</u>. U.S. Securities and Exchange Commission, filed April 29, 2021.

⁸ Dillon, Liam," <u>More than six years after wildfires destroyed their Malibu homes, many still struggle to rebuild,</u>" Los Angeles Times, February 12, 2025.

⁹ Smith, Delaney , "<u>1/9 Debris Flow: Two Years Later</u>," Santa Barbara Independent, January 8, 2020.

¹⁰ Chiotakis, Steve, "Years After Woolsey and Thomas Fires, Survivors Explain Why They Still Haven't Rebuilt Their Homes," KCRW, July 8, 2021.



Some of us will pursue litigation, others hope for early settlement, but we share one goal: help shape a plan that is fair, reasonable, and sufficient to move rebuilding forward — and that especially protects those most at risk of being left behind or pressured into inadequate offers.

In this spirit of collective care and shared responsibility, we offer this survivor-led response.

1. You destroyed our homes, lives and community. Fix what you broke.

Edison has both a legal and moral duty to repair what it destroyed — to help people return home, rebuild what was lost, and restore the communities its fire tore apart. That means covering *all* losses caused by the fire, not just those covered by private insurance.

For most survivors, recovery is blocked by **the gap** — the difference between what insurance pays and what it actually costs to rebuild. Until that gap is closed, survivors cannot return home.

Mimics insurance — and repeats the same unlawful tactics

Edison's draft plan copies the same limits and tactics that have already failed survivors under insurance. Smoke-damaged homes — the very category insurers have long disputed — are again minimized or excluded. Edison proposes a flat \$10,000 payment for smoke contamination, even though certified cleanup alone typically costs \$50,000 to \$150,000 per home.

It also applies a narrow "visible damage" rule, ignoring toxic ash in soil and microscopic particulates inside walls, vents, and furnishings. Courts have already ruled this standard illegal for insurers (see <u>EFSN analysis</u>, pp. 5–7).¹¹

By adopting this insurance-style framework, Edison restricts recovery to dwelling, contents, and loss of use, ignoring widespread soil contamination, destroyed outdoor spaces, lost vehicles and tools essential to work, and the community spaces that once held neighborhoods together.

Edison is not an insurer. It is the wrongdoer

Insurance contracts are limited by definition. They were never designed to make people whole after a corporate-caused disaster. Edison's role is fundamentally different. Its duty is defined not by policy language but by the harm it caused. Edison must fix what it broke — fully and

¹¹ Eaton Fire Survivors Network (EFSN). Five Urgent Actions to Stop Insurer Misconduct. August 2025, pp. 5–7.



fairly — by compensating for the physical, financial, and emotional damage that keeps survivors displaced and communities fractured.

Turns survivors' insurance Into a discount for Edison

Across both the Eaton and Palisades fires, more than 70% of insured survivors have faced delays or denials that have blocked recovery. Yet under Edison's draft plan, the company deducts the full value of each survivor's insurance coverage — not just what has actually been paid — from the amount it owes survivors.

For example, if a home is insured for \$400,000 with 150% extended replacement coverage (a total of \$600,000), and the insurer has paid only \$200,000, Edison still deducts the full \$600,000 from its payout. If Edison calculated that it owed the survivor \$330,000, that deduction would wipe it out completely. The survivor would receive nothing from Edison and still be waiting on the \$400,000 their insurer has yet to pay.

Edison's plan also includes an "early settlement" option that deepens this inequity. Survivors could take 30% of their insurance coverage upfront but would have to permanently give up the remaining 70%. Once accepted, they could never recover the rest.

This setup allows both Edison and insurers to benefit from delays, denials, and underpayments. By treating unpaid insurance benefits as already received, Edison reduces what it owes survivors while also limiting its exposure to insurer subrogation claims. Survivors are left without the resources to rebuild.

Pays survivors less than bankrupt PG&E

Edison's plan places an arbitrary cap on non-economic damages — \$100,000 per adult for a destroyed home, \$50,000 for structural damage, and \$20,000 for smoke contamination — with even lower payments for children. These figures fall below what *bankrupt* PG&E paid its victims through the Fire Victim Trust, where survivors received \$105,000 to \$180,000 per person for emotional distress.¹³

That comparison alone is damning. PG&E was insolvent, burdened with over \$30 billion in liabilities, and had no access to the state's \$21 billion Wildfire Fund. Every dollar its survivors received came from a hard-fought bankruptcy settlement under extreme financial constraint.

¹² Department of Angels, Community Voices: LA Fire Recovery Report - Full Results, June 2025.

¹³ PG&E Fire Victims Trust (Camp Fire), "Emotional Distress Eligibility Criteria."

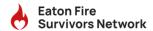


Edison is the opposite. It is solvent, profitable, and fully backed by the California Wildfire Fund — a fund created precisely so utilities could compensate victims promptly and fully, without triggering bankruptcies like PG&E's.

For Edison to now offer survivors *less* than what a bankrupt company paid is indefensible. It devalues the emotional, psychological, and communal harm caused by its fire and betrays the public trust on which the Wildfire Fund was built.

Recommendations - Fix What You Broke

- Cover the full scope of fire-caused losses physical, financial, emotional, and community — not only those covered by insurance.
- Fully fund toxic remediation of homes, soil, schools, and shared spaces, including testing, abatement, reconstruction, and post-clearance verification.
- Replace insurance-style limits and "visible-damage" standards with assessments based on scientific testing and documented loss.
- Recognize and compensate for community-level and cultural losses schools, faith centers, parks, and neighborhood gathering spaces as part of the total harm.
- Establish a dedicated Eaton Fire Compensation Fund to cover the full range of recovery needs detailed in this document. The Fund must provide direct, guaranteed relief for survivors' housing, remediation, rebuilding, and community restoration costs.
- Prioritize survivors in all disbursements. Payments from this Fund must go first to survivors — ahead of insurers, governmental entities, or hedge funds — and must not be conditioned on Edison's recoveries from the California Wildfire Fund or any other institutional reimbursement.
- Eliminate offsets that treat unpaid or disputed insurance benefits as paid, and prohibit settlement options that force survivors to surrender contractual rights.
- Preserve future health claims and extend the statute of limitations for fire-related illnesses.



2. No Fractional Humans. Include Everyone Harmed.

Edison's plan treats some lives as worth less than others — and thousands of people as if they were never harmed at all.

A firefighter's map boundary that erases thousands

Edison bases eligibility on a firefighter's field map — a rapid-response tool Cal Fire created to guide crews in the first hours after a disaster. CAL FIRE explicitly warns that these maps "should not be used to determine eligibility for assistance, insurance claims, or recovery programs." Yet Edison has made that line the gatekeeper of recovery, excluding families whose homes have tested positive for toxic contamination.

Values children at a fraction of adults

Edison's plan also discounts children's suffering. It sets non-economic damages at \$20,000 per adult for smoke-damage survivors and only \$5,000 per child — valuing a child at one-quarter of an adult. For destroyed homes, adults are capped at \$100,000, while children receive just \$25,000.

Research shows that children experience deeper and longer trauma from displacement, toxic exposure, and the loss of home and community. Yet Edison's plan disregards that reality, reducing their recovery to a fraction of an adult's.

Writes renters, small businesses, and smoke-damage survivors out of recovery

Renters face some of the harshest and most arbitrary limits in Edison's plan. Those in destroyed single-family homes are capped at 40% of the owner's rebuild cost. Renters in apartments receive a flat \$50,000, no matter the household size or loss. For smoke-damaged units, the payment is just \$10,000 — expected to cover testing, remediation, ruined belongings, and temporary housing — even though cleanup alone often costs ten times more.

Small businesses, many of which lost inventory, tools, and customer bases overnight, are given no path for recovery. With limited support for business interruption or rebuilding contaminated premises, local economies will struggle even if homes are rebuilt.

By tying compensation to an inaccurate map and rigid formulas, Edison's plan divides neighbors and leaves renters, small-business owners, and smoke-damage survivors far short of what it will take to recover.



Recommendations – Every Survivor Counts

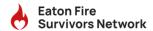
- Base eligibility on verified evidence of harm laboratory results, displacement records, or public-health advisories — not a firefighter's map.
- Include all affected survivors and businesses when contamination is documented.
- Replace flat smoke-damage payments with compensation aligned with real testing, cleanup, and re-occupancy costs.
- Value children equally to adults, recognizing their heightened vulnerability to trauma and toxic exposure.
- Provide fair, comprehensive compensation for renters and small or home-based businesses, reflecting actual contents, relocation, and economic losses.

3. Pay for Housing Until We Are Home

Recovery begins with a roof that is safe to sleep under. Yet Edison's draft plan underfunds temporary housing, leaving many families paying for two homes at once — the one they lost and the one they now need.

Edison ties rent support to 10% of a home's pre-fire value, spread over forty-two months. For a home once worth \$1.5 million, that equals \$150,000 total, or about \$3,570 a month. Comparable rents in Altadena, Pasadena, and Sierra Madre now range from \$6,500 to \$9,500, creating a three-year shortfall of \$120,000 to \$250,000. Families already stretched thin are taking on new debt, draining savings, and moving far from the schools, neighbors, and support networks that once sustained them.

Survivors in standing but uninhabitable homes get little to no housing help. Insurance may cover temporary housing, but it rarely lasts long enough or reflects real market prices. People are forced to choose between living amid contamination or paying rent elsewhere on their own. By limiting meaningful aid to destroyed homes and pegging payments to outdated values, Edison's plan gives the least support to those most likely to be displaced.



Pays less than what the law already requires for insurers

When a fire makes a home uninhabitable, California law requires insurers to provide 36 months of Additional Living Expense coverage plus six-month extensions for good cause. As the company that caused the fire, Edison has an even greater duty. It should not provide less than what insurers — who are only secondary to the harm — are required to pay. Without sustained housing assistance, many survivors will face long-term housing insecurity, or even lose their homes, before they have the chance to rebuild.

Temporary housing costs go far beyond rent. Survivors must also cover deposits, utilities, storage, moving, and longer commutes, along with child- and elder-care gaps and higher food and transportation expenses. Each month of delay adds financial strain and deepens exhaustion.

Because Edison's negligence destroyed our homes, it should ensure survivors can keep a roof over our heads until we can safely return or rebuild.

Recommendations — Keep Survivors Safely Housed Until We Can Get Home

- Provide housing assistance that continues until survivors can safely return home or rebuild.
- Base housing payments on current market rents in each ZIP code.
- Cover the full range of displacement costs rent, deposits, utilities, storage, moving, and duplicate expenses.
- Include all survivors whose homes are unsafe to occupy, including those with smoke or structural damage.
- Extend housing support beyond three years where rebuilding or remediation delays prevent return.
- Recognize that safe, stable housing is the foundation of recovery and essential to rebuilding lives and communities.

¹⁴ CA Department of Insurance, "Insurance coverage for additional living expenses if the home is not habitable due to a wildfire."



Conclusion

Five years after California's most destructive wildfires, only 38% of homes had been rebuilt. This is a warning for Los Angeles today. Nearly a year after the Eaton Fire, rebuilding has begun for some, but overall progress remains slow. For most survivors, the greatest barrier is still the gap between what insurance covers and what it actually costs to rebuild or remediate, replace belongings, and stay housed.

The gap exists because of Edison's fire, and closing it is Edison's responsibility to those it harmed.

Edison's Draft Compensation Protocol takes an important first step, but as written, it mirrors many of the same limits and exclusions that have already slowed survivor recovery under insurance. It narrows eligibility, undervalues smoke and health impacts, and deducts unpaid insurance benefits from what survivors receive — leaving many still short of what it will take to rebuild.

A fair recovery program can and should go further. As the party responsible for the fire, Edison's duty is to repair what was lost – fully and fairly, not just what overlaps with insurance. That means:

- 1. **Fix what you broke** by covering every loss insurance will not.
- 2. **Include everyone harmed** no exclusions, no fractions, no arbitrary boundaries.
- 3. Pay for housing until we are home.

We offer this report in the spirit of collaboration — to help Edison strengthen its plan, fulfill its responsibilities, and create a compensation program that is fair, fully funded, and grounded in the real costs of recovery.

Edison has long powered our neighborhoods. Now it has the opportunity to power the Eaton Fire recovery.



1. Core Issues in Edison's Draft Compensation Protocol

The following sections outline key gaps in Edison's Draft Compensation Protocol that affect all survivor groups, and survivors' recommendations for overcoming them. The goal is simple: to make compensation reasonable and inclusive — keeping survivors, not institutions, at the center of recovery.

1.1 Pay Survivors First — Before Insurers, Federal and other Government Agencies, or Hedge Funds

We are the survivors. We lost our homes, our neighborhoods, and for too many of us, the people we loved. We live every day with the consequences of this disaster and will carry its trauma for the rest of our lives.

Yet the Draft Compensation Protocol does not specify when survivors will be paid — or whether we will be paid before insurance companies, the government agencies or the hedge funds that now trade our losses as financial assets.¹⁵ That silence matters.

Survivors are the ones who have borne the direct, lifelong harm. We should be first in line, not last. Before any insurer, government agency, or corporate claimant receives a single dollar, survivors should be paid first. Every delay compounds both human suffering and economic loss. The California Wildfire Fund was founded in order to compensate victims—we are the direct victims of Edison's negligence.

This priority is especially critical given the scale of total losses and the number of competing claims expected from insurers, public agencies, and other institutions. Edison's own financial disclosures and credit outlooks have raised questions about the company's capacity to meet all obligations arising from the Eaton Fire.

Because Edison participates in the California Wildfire Fund — a publicly backed pool created under AB 1054 to stabilize utility finances and reimburse eligible wildfire liabilities — it has a financial safety net that individual survivors do not. The company's access to this fund makes it even more important that survivors, not institutions, are paid first and in full.

¹⁵ Petersen, Melody, "<u>How Wall Street hedge funds are gambling millions on Eaton fire insurance claims</u>," Los Angeles Times, June 24, 2025.



Recommendations

- Publicly commit to paying survivors before insurers, agencies, or other entities.
- Establish a dedicated, fully funded reserve for survivor payments before any institutional or subrogation settlements are made.
- Ensure survivor payments are not delayed by institutional negotiations.
- Simplify paperwork to prevent administrative burnout and mental exhaustion.
- Confirm in writing that survivor payments will not depend on Edison's recoveries from the California Wildfire Fund or other institutional reimbursement.

Compensation must start with the survivors, not the institutions that will recover on their own.

1.2 Base Eligibility on Actual Damage — Not a Firefighter Map

The Draft Compensation Protocol relies on the Damage Inspection Notification Summary (DINS) map to decide who qualifies for compensation and how much survivors receive. This approach is inaccurate and has led to the widespread exclusion of survivors who were deeply harmed—often just as severely as their neighbors inside the map boundary.

The image below, sourced from page 12 of the Draft Compensation Protocol, shows the DINS map now being used as the central gatekeeper of recovery.





For full detail, the National Interagency Fire Center hosts the official version here.

Cal Fire designed the DINS map for rapid emergency response, not for compensation. Inspectors made brief exterior observations only, without entering homes or testing for toxins, and some survivors report the map doesn't accurately reflect their actual damage. Cal Fire explicitly states:

"DINS data are intended for situational awareness only and should not be used to determine eligibility for assistance, insurance claims, or other financial recovery programs." ¹⁶

Nevertheless, Edison now uses this quick visual survey as the foundation of recovery. The results are arbitrary: survivors whose homes were visibly burned but labeled "Minor" or "Unaffected" are denied reimbursement for the real costs of rebuilding. Others just outside the perimeter—sometimes only a few feet away—are cut off entirely. Toxic smoke and ash spread far beyond the mapped perimeter, leaving thousands of households outside the line in need of professional remediation — many of which remain displaced today.

¹⁶ California Department of Forestry and Fire Protection, Damage Inspection Specialist Program (2020).



Survivors excluded from the Draft Compensation Protocol endured the same exposure and disruption to their lives, yet the draft protocol divides them based on a tool never meant to measure recovery needs.

Recommendations

- Replace the DINS framework with one that recognizes the full spectrum of loss: destroyed homes, structural damage, and toxic smoke contamination – without geographic limitations.
- Establish an inclusive eligibility process open to all survivors who can demonstrate harm
 — whether through lab results, displacement records, insurance claims, or public-health advisories.

Thousands of survivors have been excluded by an inaccurate map, even when their losses mirror those next door. For the survivors who are included, Edison's proposed payments still fall far short of the actual costs of recovery, as detailed in the next section.

1.3 Set Reasonable Compensation Levels

For the survivors the draft does include as "Eligible Properties," Edison's proposed compensation amounts fall far below the real costs of rebuilding and recovery. Survivors are being forced into impossible choices: living in uninhabitable homes, attempting unsafe partial remediation and repairs, or facing permanent displacement — all because the Draft Protocol ties recovery to payouts far below real costs.

1.3.1 Loss of Use (Housing)

The Draft Compensation Protocol defines "loss of use" as rent capped at 10 percent of pre-fire home value, spread over 42 months.

For a \$1.5 million home:

Rent cap = \$150,000 total ≈ \$3,570 per month.

But survivors report that real rents for family-sized homes in Altadena, Pasadena, and Sierra Madre now range from \$6,500 to \$9,500 per month. These are current rents, not the massive spikes that followed immediately after the fire, when hundreds of displaced families entered



the market at once and were forced into inflated leases. Even at today's lower levels, uncovered housing gaps reach \$120,000–\$250,000 or more over the displacement period.

At minimum, housing support should match state standards requiring 36 months of coverage, with extensions until homes are safe to return to or rebuilding is complete. Edison, as the party responsible for the fire, has an even greater obligation to meet or exceed that baseline.

Beyond rent gaps, displaced families face extended commute times to schools, childcare, work, and medical providers; higher transportation costs (mileage, tolls, parking, rideshare); additional childcare to cover longer school days and travel; and higher food costs when relying on prepared meals because of time poverty or limited kitchen access.

Without stable housing, survivors cannot rebuild, keep children in school, or remain in their communities. Housing insecurity drives trauma, debt, and permanent out-migration — patterns already seen in prior California wildfires.

1.3.2 Personal Property/Contents

The Draft Protocol severely underfunds contents recovery. For destroyed homes, payments tied to rebuild cost ignore the true value of replacing everything lost. For damaged or smoke-contaminated homes, flat payments bear no relation to the thousands of belongings that must be discarded for safety.

Destroyed Homes.

An individual rebuilding a 2,000 sq. ft. home under Edison's \$1.2 million estimate would receive \$480,000 for contents. A family of six rebuilding the same home would also receive \$480,000 — despite replacing every item for six people: clothing, bedding, appliances, electronics, toys, heirlooms, and daily essentials. The Protocol ignores household size, or the realities of full loss replacement.

Structurally Damaged Homes.

Survivors receive flat allowances — \$50,000 (Major), \$30,000 (Minor), \$20,000 (Affected) — supposedly "inclusive" of contents. Yet many spend six figures on remediation alone and that does not include repairing their home or purchasing a single new piece of furniture or appliance.

Smoke-Damaged or Contaminated Homes.

Survivors receive a single flat payment of just \$10,000 to cover both structural remediation and contents replacement. Yet professional testing and cleanup routinely cost many times that



amount, even before any belongings are replaced. Families are left with no realistic path to make their homes safe or to recover what was lost.

Renters.

The impact on renters is even more severe. Most lost nearly all personal belongings — clothing, furniture, electronics, work equipment — yet the Draft Protocol provides inadequate compensation for renters that falls far below actual damages. Many carried minimal or no insurance due. Those who did often face the same denials and delays homeowners report. Renters, already among the most financially vulnerable, are left with minimal compensation for their total losses and no support for relocation costs, deposits, or credit impacts.

Documented Scale of Losses

- Contents replacement commonly ranges from \$200,000–\$600,000 per household.
- After testing positive for toxic contamination, survivors were forced to discard 50–95% of their belongings
- Even modest apartments contain \$25,000–\$50,000 of furniture, electronics, and personal effects.
- EFSN analysis shows average contents losses exceed Edison's caps by hundreds of thousands.

Large or multigenerational households are arbitrarily penalized, while survivors of smoke contamination — who lost the majority of their belongings to invisible toxins — remain uncompensated. Many have been forced to deplete retirement savings or take on new debt simply to refurnish their homes.

1.3.3 Non-Economic Damages

The Draft Compensation Protocol caps non-economic damages at:

- \$100,000 per adult for destroyed homes
- \$50,000 per adult for structurally damaged homes
- \$20,000 per adult for smoke-damaged homes
- Children valued at one-half or one-quarter of adults



These figures are indefensible. They undervalue the profound emotional, psychological, and communal harm caused by the fire — and they fall below even the precedent set by PG&E's Fire Victim Trust after the 2018 Camp Fire.¹⁷

PG&E was bankrupt. Its liabilities exceeded \$30 billion.¹⁸ The company had lost access to credit markets, and had no access to California's Wildfire Fund, which did not yet exist. Every dollar distributed to survivors came from a hard-fought bankruptcy settlement.

Even under those constrained and uncertain conditions, Camp Fire survivors ultimately received between \$105,000 and \$180,000 per person for emotional distress — with many awards higher for households with children or severe trauma. Those payments were widely acknowledged as modest given the scale of loss, but they remain a meaningful benchmark for reasonableness.

Edison, by contrast, is solvent, profitable, and fully eligible to draw from the California Wildfire Fund. That fund exists precisely to prevent bankruptcies like PG&E's and to ensure that utilities can compensate victims promptly and fully when their equipment causes fires. Edison therefore faces no comparable financial constraint.

For Edison to propose non-economic awards lower than those paid by a bankrupt utility is not only inequitable — it defeats the very purpose of the Wildfire Fund and the public trust it was meant to restore.

Recommendations

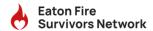
- Make Loss of Use real. Pay current ZIP-code rents with a post-fire uplift. Cover the full basket of displacement costs—deposits, furniture, storage, moving, duplicate utilities, longer commutes, childcare, and higher food/transport. Keep support for the whole repair/rebuild period and don't cut it with unpaid or disputed insurance.
- Raise caps to real costs. Set amounts that reflect the actual full scope of damage. Scrap the \$10k smoke flat rate and use a standing-home blanket that assumes testing, abatement/remediation, in addition to the loss of whole-home soft goods/electronics.

¹⁷ PG&E Fire Victims Trust (Camp Fire), "Emotional Distress Eligibility Criteria."

¹⁸ Penn, I. (2019, January 14). <u>PG&E, facing billions in wildfire liabilities, to file for bankruptcy</u>. Los Angeles Times, January 14, 2019.



• Value human harm appropriately. Match or exceed wildfire precedent for non-economic awards, with children at parity or higher. Apply the same standards to renters and recognize community-level losses—schools, cultural spaces, and places of worship.



1.4 Value Children Fully

Discounting children's trauma to a fraction of adults' implies their suffering is smaller, when in truth it is often deeper and more enduring. Children are uniquely vulnerable: their brains, immune systems, and emotional coping mechanisms are still developing, and they will live the longest with the consequences of this disaster.

Research on disaster recovery consistently shows that children experience higher rates of post-traumatic stress, anxiety, depression, and academic disruption for years—and sometimes decades—after exposure. The youngest survivors have lost their homes, schools, routines, and communities, the very anchors of safety and belonging that shape identity and trust.

This harm is compounded by toxic exposure. Children breathe more air per body weight than adults and absorb environmental contaminants more readily, leaving them at higher risk for developmental and neurological damage from lead, arsenic, and other fireborne toxins.

The Draft Protocol's approach—valuing children at one-half or one-quarter of adult damages—treats their suffering as lesser when it is, in reality, greater. That discount is indefensible. Children, of all people, must be valued at least equally to adults.

Recommendations

- Value children at least equally to adults, recognizing their developmental vulnerability and lifelong exposure to trauma.
- Consult experts in child psychology, community trauma recovery, and cultural
 preservation to ensure compensation reflects the real and lasting impacts on survivors'
 mental health and social stability.

1.5 Recognize Community Losses – Not Just Homes

Non-economic damages extend beyond individual grief. They include the loss of shared spaces and relationships that give a community its rhythm and meaning. When a fire destroys neighborhoods, it erases more than structures. It takes away the schools where children learned and played, the faith centers that held people through births and funerals, and the networks of care that defined local life.



A burned church or temple is not just a physical loss — it is the loss of a spiritual home. The same is true for parks, youth programs, and community centers that once bound people together. When those places vanish, the social fabric frays. True recovery cannot be measured by the number of homes rebuilt but by whether the community's shared heart can be restored.

Recommendations

- Include explicit recognition of collective and cultural losses such as schools, places of worship, community centers, and gathering spaces as compensable harms.
- Recognize that all survivors lost access to their spiritual and communal homes and compensate with additional non-economic damages tied to loss of community, identity, and belonging.

Compensation must account not only for what was destroyed, but for what bound people together — the relationships, routines, and shared places that made these neighborhoods a living community.

1.6 Address Ongoing Environmental Contamination

The Eaton Fire was the worst wildland-urban interface (WUI) fire in recent U.S. history, burning through thousands of pre-1976 structures built with lead paint, asbestos, and other hazardous materials, and burned electric vehicles with toxic lithium batteries. The smoke and ash released from those buildings and vehicles blanketed Altadena, northern Pasadena, Sierra Madre and beyond with fine particles carrying heavy metals, asbestos fibers, and other toxic compounds. Testing confirms widespread contamination throughout these areas.

Invisible Contamination Inside Surviving Homes

Southern California Edison's Draft Compensation Protocol narrowly defines "non-burn damage" as visible staining or corrosion, ignoring the invisible microscopic contamination that remains even after visible debris is gone. Data tracked by EFRU.LA show that among 235 surviving homes tested in Altadena, northern Pasadena, and western Sierra Madre, 100 percent showed contamination from at least one toxic substance — including lead, asbestos, lithium, and other heavy metals¹⁹.

¹⁹ Eaton Fire Residents United, SCE Proposal Draft Omissions (Oct. 5, 2025), https://www.efru.la/omissions



In thousands of homes, toxic smoke particles have penetrated drywall, insulation, and ducting. Proper remediation requires removal of these materials, full HVAC replacement, and certified post-remediation testing. Appliances and electronics may also require replacement where contaminants infiltrated components. Soft goods — including mattresses, sofas, carpets, rugs, stuffed animals, and clothing — cannot be safely cleaned once contaminated with lead or asbestos. These particles are too small to remove and can cause lifelong neurological, respiratory, and cardiovascular disease. Many survivors remain unaware of these hidden dangers and have not yet tested or properly remediated their homes, leaving them at continued risk of long-term health impacts.

Soil Contamination and Recontamination

The Eaton Fire's ash and debris contaminated soil across Altadena, Pasadena, and Sierra Madre with lead, other heavy metals, asbestos, and additional toxins. Yet the Draft Compensation Protocol offers soil coverage only for "destroyed" lots, leaving damaged and standing homes — and many destroyed parcels that only had the ash footprint cleared — without any pathway for reimbursement for soil remediation expenses.

A full residential soil plan includes site visits, multi-point composite sampling, laboratory analysis; removal of 1–6 inches of contaminated topsoil; disposal at regulated facilities; import of certified clean backfill; re-sodding or re-planting; irrigation repair; slope stabilization; and post remediation testing to confirm safety. These projects routinely cost tens of thousands of dollars per parcel and survivors are currently forced to absorb the entire cost.

The result is an ongoing public-health and property crisis. Contaminated yards and play areas re-aerosolize toxic particles; unremediated lots recontaminate neighboring homes during construction; and families who invested in interior remediation are again exposed through outdoor soil and dust.

Recommendations

- Incorporate the damage and real costs of soil and indoor contamination. Compensation should assume yard/soil and indoor contamination and re-contamination risks for every impacted parcel, regardless of DINS label or visible debris—no extra documentation required.
- Commit to paying for testing, abatement, and remediation of toxins across the entire impacted community beyond just individual homes—including schools, churches, sidewalks, parks, restaurants, small businesses, and all other areas now damaged by the fire.



Until both indoor and outdoor environments are clean and verified safe, recovery will remain incomplete, and our community will continue to live atop the remnants of disaster.

1.7 Protect Survivors from Long-Term Health Risks

Environmental contamination is not just a property issue; it is a public-health emergency with effects that will unfold over years. The Eaton Fire released fine and ultrafine particles carrying heavy metals, asbestos, and carcinogenic compounds that entered the lungs and bloodstreams of survivors, causing lasting harm.

Cumulative Health Risks

Chronic exposure to WUI fire toxins is linked to respiratory, cardiovascular, neurological, and reproductive diseases, as well as increased cancer risk. Children are especially vulnerable: their developing organs absorb more toxins, and early exposure can cause lifelong harm. Older adults and those with chronic conditions face heightened risks as well.

Ongoing Exposure and Barriers to Care

Many survivors were exposed to toxic smoke for hours during the fire itself—trying to save their homes, help neighbors, and extinguish spot fires in the days that followed—often without any protective gear. Exposure did not end when the fire stopped. Debris removal, reconstruction, and uncovered hauling have continually re-released contaminants into nearby neighborhoods and will continue to do so due to the incomplete remediation of burned lots. Many survivors lack access to affordable healthcare, delaying diagnosis and treatment of toxin-related illnesses.

Preserving the Right to Future Health Claims

Diseases caused by WUI fire toxins often appear years after exposure. Edison's choice to engage Kenneth R. Feinberg and Camille S. Biros — administrators of the September 11th Victim Compensation Fund — signals awareness that long-term health effects can take years to surface. That experience should inform a proactive, survivor-centered health response to the Eaton Fire.

Edison's responsibility extends beyond immediate losses to the long-term consequences of its negligence. Therefore, any settlement that forces survivors to waive future health claims is fundamentally unjust. Survivors must retain the right to seek compensation for illnesses that are not yet known or reasonably discoverable.



Recommendations

- Publish the full blanket release immediately. The draft points to a blanket release that binds heirs/beneficiaries and bars any future claims related to the Eaton Fire. Survivors must see the exact language before signing so the community can review and respond.
- Establish a regional Health Fund for long-term medical monitoring, screening, and treatment of all affected residents.
- Partner with state and county health departments, research institutions, and local clinics to implement health monitoring and publish transparent results.
- Include explicit carve-outs in all settlement agreements preserving survivors' right to bring future health claims.

The fire's physical damage can eventually be rebuilt. The health consequences will persist far longer. True recovery requires a lasting commitment to the well-being of every person who lived through this disaster

1.8 Make Fast-Pay Transparent, Fair, and Accessible to All

Edison's draft introduces a 90-day "Fast Pay" option promising quicker decisions. It could help survivors who cannot wait years—but only if it is transparent and reliable.

The 90-day clock begins only when Edison deems a claim "complete," a definition that includes multiple forms of ID, ownership documents, and proofs that may take weeks to gather. Minor clerical errors by either the survivor or Edison could push a claim into Detailed Review, extending resolution by nine months. Fast Pay offers expire after 90 days, and the program itself closes 12 months after launch—potentially cutting off displaced survivors still rebuilding.

Additionally, there is no accessible comparison between Fast Pay and Detailed Review. The latter process is identified but Edison does not provide any information to allow survivors to understand which process meets their needs.

To make Fast Pay meaningful, Edison must provide clarity and flexibility.



Recommendations

- Offer an online estimator comparing Fast Pay and Detailed Review outcomes.
- Ensure minimal documentation requirements and limit follow-ups.
- Allow correction of small administrative errors without losing eligibility.
- Permit short extensions for displaced survivors needing more time.

Fast Pay can become a vital recovery tool only if survivors understand what to expect and are not penalized for needing speed.

1.9 Insurance Offsets That Protect Edison, Not Survivors

In Edison's Draft Compensation Protocol, offsets function as a risk-management tool: they shrink what Edison pays *now* and what it may owe *later* to insurers through subrogation. The structure centers Edison's balance-sheet exposure, not survivor recovery. Edison's claim is that this prevents what is known as "double-dipping," or getting paid twice for the same damage. But this isn't what is actually being prevented here.

"Double dipping" assumes that insurance and Edison's payments overlap: that one could make survivors whole for the same losses covered by the other. In reality, they do not. Even if every insurer paid every dollar owed — and most have not — survivors would still face deep financial gaps.

According to survivor reports, most insured families were underinsured by an average of \$300,000. So, even if insurers fully paid out their obligations to Eaton Fire survivors, families would remain far short of what is needed to rebuild their homes, replace belongings, and maintain temporary housing.

Additionally, by tying compensation to insurance mechanics, the Protocol implicitly defines "damage" as whatever insurers typically cover, overlooking large categories of loss that are real, common, and costly, including:

- **Soil and hardscape contamination** (landscaping, patios, play areas) and re-suspension during debris removal and rebuilds.
- **Underinsurance gaps** on structures and contents, and items insurers refuse to cover or under-value (e.g., specialty tools, collections, home-business gear).
- Vehicles and other property that are underinsured or excluded.



- Loss of use beyond rent (rental furniture, storage, moving, duplicate utilities, extended commutes, extra childcare, increased food/transport).
- Market stigma and loss of value for lots and standing structures—even when "repaired." The physical and economic harms of this fire extend far beyond what is generally insured or insurable; Edison remains responsible for all fire-caused damages.

In past California wildfires, survivors rebuilt through two systems working together: insurance payments and compensation from the utility that caused the fire. Edison's Draft Compensation Protocol breaks that balance. By deducting insurance proceeds from its own payments, Edison turns survivors' private insurance into a credit for itself rather than a resource for recovery.

Under the draft, total loss survivors must choose between two bad options:

- Option 1 Edison deducts total insurance coverage, whether paid or unpaid.
- Option 2 Edison deducts all amounts already paid plus 70 percent of unpaid benefits, then requires survivors to close their insurance claims permanently. Survivors keep only 30 percent of what insurers still owe—and lose the right to ever collect the rest.

Option 2 is especially harmful. It pressures families to surrender benefits they bought with years of premiums, including extended-replacement coverage meant to keep pace with rising rebuild costs. In effect, the more responsibly someone insured their home, the more Edison deducts.

Example: If an insurer owes \$600,000, Option 2 deducts \$420,000, pays \$180,000, and removes the right to recover the \$420,000 still owed by their insurer.

Survivors receive only 30% of their rightful insurance benefits and permanently lose the rest.

Edison's approach shifts the cost of damages back to survivors. Families already fighting insurance delays or denials are forced to choose between immediate relief and the remaining coverage they are legally owed. Meanwhile, insurers will still pursue subrogation to recover their payments from Edison, meaning these offsets protect only Edison's bottom line, not survivors' recovery.

This structure is especially punitive for families who purchased **extended replacement coverage** — those who paid higher premiums for 125%–150% of their dwelling limit to keep pace with rising rebuild costs. Under Option 2, Edison deducts 70 percent of all unpaid insurance benefits, including the extended replacement portion. The extra coverage survivors bought with their own premiums — meant to cover inflation and construction cost increases — is reduced by 70 percent in Edison's calculation.



In effect, Edison treats that added protection as its own credit rather than the survivor's asset. The more coverage a family purchased, the more Edison deducts. Instead of being rewarded for foresight, these families are penalized. The protocol effectively transfers part of their extended replacement benefit — the very coverage meant to make them whole — to Edison's balance sheet.

Recommendations

- Build a compensation model that **recognizes the full footprint of damage**—including categories outside typical insurance coverage—and pays accordingly.
- Do not structure offsets or processes that penalize survivors for insurer delay or dispute.

Bottom line: The current offset design prioritizes liability management over recovery and narrows the definition of harm to what insurers commonly cover. Edison's responsibility is to make survivors whole for all fire-caused damages, not to optimize its subrogation exposure.



2. Homeowners with Smoke Damage

"We left town for a week to escape the smoke and then moved into a tiny one-bedroom apartment, thinking it would be temporary. Days turned into weeks, then months. Nine months later, we are still displaced. Our home, though not burned, remains unlivable. We've endured endless delays, uncertainty, and financial strain, and our little boy continues to ask when he can go back to his room, his toys, his life."

Homeowners whose houses remain standing but are contaminated by toxic smoke and ash face some of the deepest, most unrecognized losses. The Draft Compensation Protocol relies on a "visible damage" screen that ignores scientifically proven contamination inside walls, insulation, and HVAC, then offers a single ten-thousand-dollar payment that must cover testing, remediation, and ruined belongings.

2.1 The "visible damage" rule repeats tactics courts rejected for insurers

Insurers used "no visible damage" to deny smoke claims. As documented in <u>EFSN: Five Urgent Actions to Stop Insurer Misconduct</u> (pp 5-7),²⁰ the California Department of Insurance issued a formal legal opinion rejecting that practice, and courts have likewise found it violates the California Insurance Code. Edison is not an insurer, but its draft adopts the same approach.

It is improper for Edison to repeat a tactic regulators and courts have already ruled unlawful when used by insurers. Invisible toxic contamination is still toxic contamination.

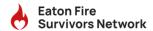
2.2 The real burden of contamination (see §1.3.2)

Industrial-hygiene testing and cleanup typically cost \$50,000 to \$150,000. Work often includes asbestos and lead abatement, removal and replacement of insulation and drywall, full HVAC and duct replacement, negative-air containment, and post-remediation clearance testing.

Soft goods cannot be salvaged once contaminated with lead or asbestos. Survivors report discarding 50% to 80% of belongings—mattresses, sofas, carpeting, rugs, clothing, bedding, and children's items.

Soils and gardens frequently exceed residential screening levels for metals and dioxins, requiring targeted removal and clean backfill.

²⁰ Eaton Fire Survivors Network (EFSN). <u>Five Urgent Actions to Stop Insurer Misconduct</u>. August 2025, pp. 5–7.



2.3 Displacement and housing costs (see §1.3.1)

Remediation commonly renders homes uninhabitable for months or years. Nine months after the fire, many homeowners with smoke contamination have not begun remediation because they remain locked in insurance disputes. Survivors must rent elsewhere while still paying mortgages, insurance, and contractor deposits. Yet the Draft Protocol provides no dedicated housing allowance for them at all.

As the company responsible for the disaster that displaced thousands, Edison should meet at least the same baseline that California law requires of insurers: funding 36 months of safe, alternative housing, with six-month extensions for good cause. This must include the full cost of displacement — deposits, utilities, moving, and storage — for as long as a home remains uninhabitable due to contamination or reconstruction delays.²¹

The Department of Insurance reaffirmed this interpretation in 2021 and 2023 bulletins following the Camp and Woolsey Fires. That same standard should apply here to the company whose actions caused the uninhabitability itself.

Loss of use goes far beyond rent. Survivors face storage fees, moving costs, duplicate utilities, longer commutes, added childcare, and higher food and transportation costs. When displacement stretches into multiple years, these compounding expenses threaten financial collapse.

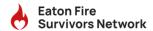
2.4 Loss of market value

Even after thorough remediation, property-value impairment is common. Loss in value is due to stigma, mandatory disclosure of contamination history, and the wider destruction throughout the neighborhood.

The County Assessor agrees: values have been damaged. LA County's "misfortune and calamity" relief reduces assessed value when property is damaged or destroyed, explicitly recognizing market loss for both burned lots and damaged/standing homes. This is an official acknowledgment that wildfire cuts real value.

Bottom line: Lots and homes took a measurable hit because of Edison's fire. The discounts are visible in listings and sales, and they're acknowledged by the County Assessor. Any protocol that ignores this is unreasonable—these losses are economic damages as a result of Edison's negligence and must be compensated.

²¹CA Department of Insurance, "Insurance coverage for additional living expenses if the home is not habitable due to a wildfire."



2.5 Non-economic loss (see §1.3.3)

For toxic smoke contamination survivors, the harm did not end when the fire was contained. It continues every day through displacement, exhaustion, and the loss of ordinary life. Many remain in temporary housing — months or even years later — surrounded by boxes, unsure when or whether they can ever go home.

Each day brings new administrative battles: insurance adjusters, testing results, denials, forms, and coordinating repairs, remediation and a litany of home improvement projects they did not choose to undertake. The effort to prove what happened, to reclaim a safe place to live, has itself become a full-time burden. Survivors describe a grinding uncertainty that wears down health, relationships, and morale.

Couples speak of the strain on marriages under constant financial and logistical pressure. Elders who planned to age in familiar neighborhoods are now isolated, far from their communities and support networks. People who once took comfort in the routines of home and neighbors now feel suspended between worlds — unable to move forward, unable to return.

This is not "inconvenience." It is the dismantling of normal life, one exhausting step at a time. Yet Edison's Draft Protocol assigns all of this — months or years of displacement, anxiety, and disconnection — a cap of \$20,000 per adult, and \$5,000 per child, with no dedicated compensation for renters. These amounts bear no relationship to the reality survivors are still living.

2.6 Recommendations

- Remove the "visible damage" rule. Edison should accept multiple forms of credible evidence — including laboratory reports, industrial-hygiene assessments, displacement records, and physician letters — as proof of toxic smoke contamination.
- Recognize the true extent of toxic smoke contamination. Compensation should fund the full scope of recovery — testing, remediation/abatement, reconstruction, and contents replacement — not a single token \$10,000 payment.
- Compensate for property-value loss separately. Even after remediation, smoke stigma and mandatory disclosures depress property values; this measurable equity loss should be recognized independently of cleanup costs.



- Provide housing assistance that lasts until survivors can safely return home or complete rebuilding. Compensation should cover deposits, utilities, moving, and storage for the full period a home remains uninhabitable due to contamination or reconstruction delays.
- Align non-economic damages with the real human impact of the Eaton Fire.
 Compensation should reflect the lasting psychological, emotional, and community toll of evacuation, displacement, contamination, and uncertainty. Survivors continue to live with stress, disrupted family life, and loss of neighborhood stability long after the fire.



3. Renters

"We were renters and were, like everyone, under-insured, so we got a small one-time payout and that's it. Our new rent is more than double our previous rent. To say it's been completely devastating is a vast understatement. My 10 yr old is in therapy now and is scared of any weather event. My 4 yr old lost his entire friend community as everyone was scattered to different parts of the county. I still feel like I am moving through life in a fog and can't really process all the ways that this has affected me. There is no amount of money that can bring our home or community back, but we all deserve fair compensation for the physical things we lost as well as the extreme mental distress all of us have suffered."

Renters remain among the most deeply affected survivors — and the least protected — under Edison's Draft Compensation Protocol. Many lost every belonging and are still displaced, paying rent for temporary housing while also bearing costs tied to uninhabitable units. Others continue to be billed for back rent or lost deposits on homes that tested unsafe. Many renters live just outside the DINS boundary and are excluded entirely, while even those inside receive only token relief.

3.1 What renters actually receive under the draft

Under Edison's proposal, renters in destroyed single-family homes are eligible for a "contents" payment equal to 40% of the owner's rebuild cost, while renters in destroyed apartments or multi-unit buildings receive a flat \$50,000. Both groups are limited to just three months of pre-fire rent for relocation. These formulas have no relationship to renters' actual losses or household size — a family renting a small home could receive more than a family renting a similar-sized apartment next door.

The result is arbitrary and inequitable: compensation depends on the property owner's category, not on what the renter actually lost. Renters in damaged or contaminated homes receive a single \$10,000 payment meant to cover everything: testing, cleaning, remediation, and replacement of belongings. There is no dedicated housing support, no rent differential coverage, and no path that reflects the true cost of losing everything inside a home. This structure effectively treats renters' losses as minor, even when they have endured total displacement and loss of all possessions.

3.2 Barriers renters cannot overcome alone



Renters cannot authorize testing or remediation without owner consent, leaving them dependent on landlords who often refuse to cooperate. Many tenants documented hazardous lead and asbestos contamination but were unable to compel cleanup or reentry. Others lost their deposits and faced demands for unpaid rent simply because they refused to move back into unsafe conditions. Without a clear framework protecting tenants' rights to safe housing and fair compensation, renters are left navigating an impossible system on their own.

3.3 Displacement and dual costs (see §1.3.1)

Renters are temporarily or permanently displaced. Like homeowners, they face spiking local rents just to maintain their standard of living—plus the same add-on costs of displacement such as application fees, deposits, moving, storage, and longer commutes. For renters, the higher costs of rent can be lifelong: once a lease resets at today's higher rates, many will never regain their pre-fire rent, forcing a permanent financial burden to stay in their community or choose permanent displacement far away.

3.4 Contents loss and lost livelihoods (see §1.3.2)

Toxic contamination destroyed not only living space but also personal and professional life. Renters report discarding most of their belongings after testing — furniture, clothing, electronics, heirlooms, musical instruments, and work equipment. Few carried sufficient renter's insurance, and those who did face denials and delays similar to homeowners. The draft's payments come nowhere near the cost of refurnishing a household or replacing lost livelihood essentials, leaving renters unable to rebuild stability.

3.5 Ongoing strain on health and community

Displacement is not temporary. Renters continue to face uncertainty about when, if ever, they can return home — or are being forced back into units that were never fully remediated or clearance-tested, living with ongoing doubt about whether their environments are truly safe. The toll on health and community ties grows over time: stress-related illness, relationship strain, interrupted schooling, and the gradual erosion of neighborhood networks that once anchored daily life. These are current, compounding conditions, not a past hardship.

3.6 Recommendations

• Create a dedicated renter compensation track with independent eligibility. Relief should not be tied to the property owner's participation; renters must have a clear, direct



pathway to apply and recover their losses.

- Accept reasonable proof when landlords refuse to cooperate. Evidence such as adjacent-unit test results, neighborhood sampling, physician letters, and displacement records should be sufficient to demonstrate harm.
- Provide housing assistance that lasts until survivors can safely return home or complete rebuilding. Compensation should cover deposits, utilities, moving, and storage for the full period a home remains uninhabitable due to contamination or reconstruction delays.
- Compensate renters for the actual value of lost contents and work-related equipment. Flat caps or formulas tied to the property owner's rebuild costs are inequitable; compensation should reflect what it actually takes to reestablish a household.
- Align non-economic damages with the real human impact of the Eaton Fire.
 Compensation should reflect the lasting psychological, emotional, and community toll of evacuation, displacement, contamination, and uncertainty. Survivors continue to live with stress, disrupted family life, and loss of neighborhood stability long after the fire.
- Establish proactive outreach and application assistance. Dedicated help is essential to ensure all renters—including non English speaking households, seniors, and people with disabilities—can access the program and receive fair consideration.



4. Survivors Outside the DINS Boundary

"My home is outside the mapped DINS boundary and thus I am not covered in the settlement proposal at all, but my roof burned. My remediation bill alone was \$103,000. I needed a new roof, new windows, and new furniture. But, no, I'm not impacted, don't mind me."

Renters and homeowners outside the mapped DINS perimeter experienced serious contamination and displacement, yet the Draft Compensation Protocol excludes them entirely. Many live within a few hundred feet of destroyed structures and are contaminated or damaged by the same toxic smoke, ash, and debris. Others more than half a mile from the fire perimeter remain displaced, their homes also awaiting or undergoing costly remediation for identical contamination. The only difference is an arbitrary line on a map.

4.1 The reality of exclusion

Outside-DINS survivors face the same contamination, displacement, and financial devastation as those described in §2 Homeowners with Smoke Contamination and §3 Renters within the boundary. Industrial hygienist testing confirms hazardous levels of lead, arsenic, asbestos, and other toxins inside homes, in HVAC systems, and in soil across yards and gardens. Yet Edison's proposal provides nothing — not for remediation, not for lost contents, not for rent or relocation, and not for the decrease of property value that follows a contamination finding.

Many survivors — both renters and homeowners — have been forced to move multiple times as remediation stalled, landlords refused cleanup, or homes remained unsafe to occupy. Homeowners continue paying mortgages and insurance on uninhabitable properties, even after exhausting their temporary housing coverage. Some have left the region entirely, unable to withstand the financial and emotional toll of prolonged displacement and uncertainty.

4.2 The ongoing burden

The hardship is continuous. Nine months after the fire, many outside-DINS survivors are still displaced. Contamination sits unremediated, and savings are exhausted. Some have been forced to return to homes that were never fully remediated or clearance-tested, living with ongoing uncertainty about whether their environments are truly safe. Survivors who endured the same fire are denied relief because their address falls on the wrong side of a bureaucratic line.

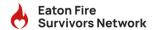


4.3 Non-economic loss (see §1.3.3)

Outside-DINS survivors experience the same upheaval, isolation, and chronic stress as every other affected household. They have lost their sense of safety and community. Families with children are forced to move repeatedly, often far from schools and support networks. Elderly and disabled survivors face mounting health risks and exhaustion. Renters and homeowners alike describe constant anxiety about finances, health, and whether they will ever be able to return to their homes or rebuild their lives.

4.4 Recommendations

- Expand eligibility to include all survivors, regardless of mapped boundary. Homeowners and renters with documented contamination, displacement, or financial loss should be eligible for compensation, whether or not their address falls within the DINS perimeter.
- Accept multiple forms of proof of impact. Laboratory testing, industrial hygiene reports, displacement records, and public-health advisories should all qualify as sufficient evidence of harm.
- Acknowledge the full scope of damage. Compensation should cover the full costs of comprehensive testing and remediation — including both indoor environments and contaminated soil — as well as replacement of contaminated contents and clearance testing to ensure homes are safe to inhabit.
- Provide housing assistance that lasts until survivors can safely return home or complete rebuilding. Compensation should cover deposits, utilities, moving, and storage for the full period a home remains uninhabitable due to contamination or reconstruction delays.
- Fully compensate for property-value loss. Even after remediation, smoke stigma and mandatory disclosures depress property values. Edison should recognize and compensate for this measurable equity loss.
- Align non-economic damages with the real human impact of the Eaton Fire.
 Compensation should reflect the lasting psychological, emotional, and community toll of evacuation, displacement, contamination, and uncertainty. Survivors continue to live with stress, disrupted family life, and loss of neighborhood stability long after the fire.



5. Total-Loss Homeowners

"I lived my entire adult life in Altadena, since 1988, in my vintage home that we carefully restored. I lost everything I worked for and everything from my youth, my art, my travels. My adult children lost their stuff and their home. We had hundred year old trees which is why I never moved from Altadena, a big lovely garage with all our tools and things for crafting. And books, tons and tons of books. None of that compensated for. And it does not sound like it is enough to rebuild. So everything falls short in my mind."

Homeowners who lost their entire homes face the most visible destruction, yet the Draft Compensation Protocol still undervalues the full scale and duration of their losses. Rebuilding is not a matter of months but of years. Survivors are navigating collapsed insurance coverage, soaring construction costs, and permanent community upheaval — all while trying to restore stability and rebuild lives that will never be the same.

5.1 The Reality of Rebuild Costs

Edison's Draft Protocol pegs compensation for destroyed structures to a flat per-square-foot estimate that does not reflect current building conditions in Los Angeles County. Construction costs have risen sharply due to inflation, labor shortages, and supply-chain disruption. Many survivors are discovering that their insurance coverage falls hundreds of thousands of dollars short.

Even well-insured homeowners are finding themselves underinsured by 20 to 40 percent once they confront the real-world costs of soil remediation, architectural redesign, code upgrades, and utility reconnections. Many are forced to deplete retirement savings, take out new loans at high interest rates, or sell property rather than rebuild.

A fair compensation structure must account for these realities. Survivors should not bear the shortfall between outdated insurance valuations and the true cost of reconstruction in today's market.

5.2 Hardscape, Landscape, and Outdoor Living Spaces



Edison's Draft Protocol makes no allowance for the loss of landscaping, hardscaping, or outdoor living spaces, even though these were defining features of many homes in Altadena and surrounding foothill communities.

Patios, gardens, retaining walls, trees, decks, driveways, pools, and outdoor kitchens were not mere accessories; they were extensions of daily life, spaces where families gathered, children played, and neighbors connected. For many, these outdoor areas were sanctuaries of peace and beauty now reduced to ash.

Because Edison's valuation model is based solely on interior square footage, these spaces are treated as having no value at all. Yet their replacement costs can range from tens to hundreds of thousands of dollars, and their absence profoundly affects quality of life, resale value, and emotional recovery.

A fair protocol must compensate for the restoration of outdoor and natural environments—including vegetation, hardscape, irrigation, and other exterior features—so that survivors can rebuild not only their houses, but their homes.

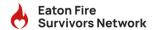
5.3 Contents and Personal Property (see §1.3.2)

Total-loss homeowners must replace everything they owned — furniture, clothing, appliances, electronics, tools, heirlooms, archives, and daily essentials — yet Edison's contents cap of 40 percent of rebuild value bears little relationship to actual loss.

This formula arbitrarily equalizes households of vastly different sizes and needs. A household of one and a household of six rebuilding homes of the same size receive the same contents payment. Real-world losses often exceed Edison's cap by hundreds of thousands of dollars.

5.4 Long-Term Displacement (see §1.3.1)

Total-loss survivors face extended displacement — far beyond what most insurance policies will sustain. Edison's Draft Protocol proposes 42 months (3½ years) of loss-of-use compensation for housing support. While this appears generous on paper, it still falls short of real recovery timelines and offers rent allowances far below actual market rates, as discussed earlier.



The Los Angeles Times reported that across California's five most destructive wildfires from 2017 to 2020, only 38% of destroyed homes had been rebuilt after five years. Experts expect similar timelines for the Eaton Fire. As UCLA's Tim Kawahara explained:

"You're talking about three years to start seeing some considerable building happening, and probably more like five years for something happening at some big level. But it could take up to ten years."²²

It is too optimistic to assume that all survivors will be back in their homes within just three-and-a-half years. Recovery at this scale takes years of permitting, financing, and reconstruction — especially amid underinsurance, material shortages, and the loss of local contractors. Edison should ensure that survivors have stable, safe housing until they can return home.

5.5 Non-Economic Loss (see §1.3.3)

The Draft Protocol's cap of \$100,000 per adult for non-economic damages fails to reflect the enduring trauma of total loss — the destruction not only of property but of entire personal histories. Survivors lost homes that held decades of family life, milestones, and memories. They lost neighborhoods, schools, and the sense of safety that a lifetime of work had built.

The process of rebuilding is not merely financial; it is a continual confrontation with absence and uncertainty. Each delay, denial, and bureaucratic setback compounds that pain. The loss is total, yet the proposed compensation trivializes the magnitude of what was taken.

5.6 Recommendations

 Base rebuild compensation on verified contractor bids and current market data, not fixed per-square-foot estimates, and include all required line items — debris removal, soil remediation, architectural redesign, code upgrades, utility reconnections, and

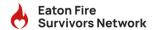
²² Lopez, Steve. "Nine months after the Eaton fire, 'moments of wavering, or wanting to give up' on ever returning." Los Angeles Times, Sept. 27, 2025.



restoration of exterior structures such as retaining walls, driveways, and fences.

- Include compensation for landscape, hardscape, and outdoor living spaces gardens, patios, trees, decks, pools, irrigation, and other exterior features to restore both the function and spirit of homes that were designed for indoor-outdoor living.
- Provide full, independent contents compensation based on documented inventories, receipts, or sworn survivor statements rather than arbitrary percentage caps, and include replacement of tools, archives, and work materials lost on-site.
- Extend loss-of-use payments to at least five years or until survivors can return to permanent housing, whichever comes first. Payments should reflect prevailing market rents in affected ZIP codes and include deposits, utilities, moving, and storage, with no insurance offsets.
- Increase non-economic damages so that they acknowledge and compensate for the full scale of permanent disruption, trauma, and loss of community recognizing that total-loss survivors face years of instability and irretrievable personal history.
- Include compensation for community and cultural destruction such as schools, faith
 centers, and neighborhood institutions where those losses were integral to survivors'
 lives and identity.
- Ensure that Edison's payments are independent of insurance and designed to complement, not replace, survivors' contractual rights or claims.

Fair recovery means restoring the places where life happened, indoors and out.



6. Homeowners with Structural Damage

"Our home is listed as damaged-affected. Standing home with fire damage to the outside. Over \$180k estimate to repair. Also smoke, soot, and lead in the home. The estimate is \$150k for remediation and \$200k to replace all soft goods in the home. Edison offers \$20k for homes like ours. That's far too little! Our insurance has offered us \$50k total."

Homeowners whose structures were partially burned or severely damaged during the fire occupy a precarious position in recovery. In many cases, their losses are extensive — burned roofs, melted windows, damaged framing, compromised electrical and plumbing systems, and pervasive smoke and toxin infiltration — yet they are treated under the Draft Compensation Protocol as "minor" or "affected."

These survivors face both reconstruction and contamination costs, often totaling hundreds of thousands of dollars. Many cannot occupy their homes for months or even years while repairs and remediation proceed. Despite this, Edison's Draft Protocol provides only small flat payments — \$50,000 for "major," \$30,000 for "minor," and \$20,000 for "affected" — intended to cover both structural repairs and living expenses.

6.1 Inadequate Recognition of Damage Scope

For homes that did not fully collapse, the Draft Protocol assumes damage is superficial. In reality, partial burns and radiant heat exposure create hidden hazards that make interiors unsafe: now-dangerous melted or compromised electrical wiring, warped framing, lead and asbestos released, and cross-contamination of ductwork and insulation. These are not "minor" repairs. Industrial hygienists have documented extensive contamination in structures with outwardly intact walls and roofs.

Testing, remediation, and partial rebuilds frequently cost well into six figures. Yet survivors in this category receive only token sums — nowhere near the costs of safe restoration — while also being excluded from the "total loss" housing support available to those whose homes were completely destroyed.

6.2 No Housing Allowance (see §1.3.1)

Edison provides no housing allowance for homeowners whose houses are standing but uninhabitable during repairs. The flat "damage category" payments are expected to cover both



reconstruction and rent, which is unworkable. Survivors are forced to pay rent on temporary housing while continuing to service mortgages and insurance premiums on properties they cannot occupy.

Many remain displaced nine months after the fire, still fighting insurance companies for reimbursement. Edison's plan adds no relief for this gap.

Between permitting delays, contractor shortages, and contamination abatement, these households could face multi-year recovery timelines. Edison should ensure that no family is left without shelter during that period.

California law requires insurers to provide a minimum of 36 months of Additional Living Expense (ALE) coverage for homes rendered uninhabitable by wildfire, with extensions for good cause under Insurance Code § 2060²³. Edison should, at minimum, meet that same baseline — ensuring that survivors have stable housing until their homes are safe to occupy again.

6.3 Non-Economic Loss (see §1.3.3)

Structural-damage survivors endure many of the same hardships as those who lost homes entirely: prolonged displacement, financial strain, and the grinding uncertainty of not knowing when — or if — life will return to normal. The emotional toll of months of disruption, insurance disputes, and health concerns is profound.

6.4 Recommendations

- Create a dedicated structural-damage category that funds full testing, reconstruction, and remediation costs rather than fixed flat amounts.
- Provide a housing allowance for the verified period of uninhabitability, including rent, deposits, utilities, moving, and storage, up to at least 36 months plus 6 month extensions for good cause, or until the home is safe to return to.
- Do not offset Edison housing or repair payments by insurance benefits, consistent with prior recommendations.

²³ CA Department of Insurance, "Insurance coverage for additional living expenses if the home is not habitable due to a wildfire."



- Accept proof of damage through certified inspection, lab results, and contractor estimates, not limited to "visible" damage.
- Align non-economic damages with the real human impact of the Eaton Fire.
 Compensation should reflect the lasting psychological, emotional, and community toll of evacuation, displacement, contamination, rebuilding, and uncertainty. Survivors continue to live with stress, disrupted family life, and loss of neighborhood stability long after the fire



7. Small and Home-Based Businesses

"Places like Fox's, Pizza of Venice, The Little Red Hen, Altadena Hardware, and Cafe De Leche were core to what made Altadena home—some for 70 years. Edison's plan doesn't provide what small businesses like these need to rebuild and reopen, which means we'll lose the gathering places that held our community together."

Alongside homeowners and renters, small business owners represent a critical yet often invisible category of loss. Many operated retail shops, restaurants, studios, or professional offices from their own properties; others ran home-based or mixed-use businesses that supported local employment and community life. The Draft Compensation Protocol recognizes their existence only nominally, providing payments that fall far below the true economic and emotional cost of losing one's livelihood.

Thousands of these enterprises remain shuttered or permanently closed. Without fair treatment of business losses, full community recovery is impossible.

7.1 Inadequate Business Interruption Coverage

The Draft Protocol provides business-interruption payments ranging from three to forty-two months, depending on business type, but all categories underestimate actual recovery timelines and losses.

Timelines ignore customer rebuilding. Destroyed retail and restaurant spaces require at least twenty-four months to rebuild and another twelve to twenty-four months to rebuild their customer base. Professional practices lose clients accumulated over decades; those clients establish new relationships and rarely return.

Seasonal losses are permanent. Wedding venues that lost 2025–2026 bookings, retailers that missed the 2025 holiday season, and tax preparers that missed the 2025 filing period cannot "make up" those losses later.



The draft also ignores restart capital. There is no funding for inventory replacement (\$50,000–\$200,000+), commercial equipment (\$200,000–\$1,000,000+), licensing, permitting, marketing, or rehiring employees who have found other work.

Net income formula understates loss. The Protocol excludes owner salary and benefits. Many small businesses report minimal taxable income while owners rely on draws not captured in net income.

Employee costs ignored. Payroll continuation, benefits, unemployment insurance increases, rehiring costs, and retention bonuses receive no compensation.

Impact. Businesses that might otherwise reopen are forced into permanent closure, erasing local jobs, tax base, and the neighborhood anchors that sustain recovery.

7.2 Smoke-Damaged and Contaminated Businesses

Many businesses were not destroyed by flames but rendered inoperable by toxic smoke and ash. Shops, restaurants, salons, and offices across Altadena, Pasadena, and Sierra Madre were forced to close for testing, professional remediation, and inventory disposal.

Owners lost perishable and porous inventory — food, clothing, paper goods, upholstery, cosmetics — that could not be decontaminated. Electronics and point-of-sale systems also failed from smoke and particulate exposure. Even after reopening, customer traffic remains depressed as residents displaced from nearby neighborhoods have yet to return.

Under the Draft Protocol, these businesses are treated as "unaffected" because they still stand, yet their financial harm mirrors complete loss: months of closure, replacement of all stock, and long-term decline in revenue. There is no dedicated compensation track for them, no funding for industrial cleanup, inventory replacement, or lost revenue during forced closure.

Excluding smoke-damaged businesses disregards both science and local economics. Contamination shut down storefronts, cost employees their jobs, and hollowed out neighborhood corridors that once served as community lifelines.

7.3 Commercial Equipment and Asset Valuation



Residential contents formulas do not translate to commercial operations.

- Commercial kitchens: \$200,000–\$500,000 for ranges, refrigeration, ventilation, and fire-suppression systems.
- Medical and dental offices: \$100,000–\$1,000,000+ for diagnostic, treatment, and sterilization equipment.
- Technology infrastructure: \$10,000–\$50,000 for point-of-sale systems, servers, and security systems.
- Inventory: Must be replaced at current wholesale cost, not historic book value; perishable goods are total losses.

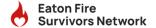
Impact: Flat allowances or percentage caps leave businesses \$100,000–\$500,000 short on equipment replacement alone.

7.4 Commercial Lease and Relocation Costs

Tenant businesses receive a \$25,000 flat payment that ignores the true scope of relocation expenses.

- Lease obligations: Continued rent during closure, termination penalties, and loss of leasehold improvements (\$50,000–\$500,000+).
- Relocation expenses: Broker fees (\$10,000–\$50,000+), new-space buildout (\$100–\$600 per sq ft), duplicate rent, signage, and moving costs.

Impact: Commercial tenants often face \$100,000–\$1,000,000+ in out-of-pocket expenses with only token compensation.



7.5 Businesses Operating from Residential Properties

Businesses based in residential properties must meet both residential and commercial codes, yet Edison's Draft conflates them into a single six-month cap—creating systematic under-compensation across three common business types.

- Whole-home commercial operations (daycares, group homes, event venues): Require commercial kitchens, ADA bathrooms, and fire-suppression systems costing \$200,000-\$300,000 beyond residential rebuilds, with 18–24 months for re-licensing. The Protocol offers six months' income; actual losses approach \$988,000 versus \$37.500—about a 96 % shortfall.
- Accessory-structure businesses (workshops, studios, detached offices): Require separate HVAC, soundproofing, HIPAA-compliant security, and ADA access (\$150,000-\$250,000), with 12–18 months of reconstruction and a further year to rebuild clientele. Losses average \$489,000 versus \$42,500—about a 91 % shortfall.
- Traditional home-based operations (consultants, e-commerce, gig work): Lose equipment, inventory, and 20+ months of income while rebuilding operations. Losses average \$352,000 versus \$34,000—about a 90 % shortfall.

Why this fails: Commercial structure costs are folded into residential \$/sq ft rates; equipment and inventory are folded into residential contents (40 % formula); and the "principal-activities" test excludes gig workers and part-time entrepreneurs.

7.6 Loss of Market Value and Intangible Assets

Beyond physical damage, many businesses lost economic assets the Protocol ignores.

- Commercial property value collapse: Fire-adjacent sales show 30–50 % declines. An owner who invested \$2 million now holds property worth \$1 million—a \$1 million equity loss, independent of revenue or equipment.
- Customer base and competitive position: Decades of goodwill lost as customers migrate to competitors or assume permanent closure.



- Professional credentials and networks: Loss of hospital privileges, insurance participation, or referral networks; costly reinstatement processes.
- Supplier and vendor relationships: Supply contracts and preferred pricing lost; rebuilding relationships increases costs.
- Brand and reputation damage: Even reopened businesses face depressed revenue for years; community perception becomes "the place that closed."

These intangible losses are economically real and devastating, yet unacknowledged in Edison's formulas.

7.7 Insurance Offsets

The Draft Protocol deducts business-interruption payments from Edison's liability, including unpaid and disputed claims.

- Business-interruption insurance is contractual; businesses paid premiums for it. Edison's liability arises independently.
- Most policies include 30–90-day waiting periods, which Edison excludes from compensation.
- Coverage limits (\$100,000-\$250,000) fall far below real losses (\$500,000-\$1,000,000+).
- Insurers routinely delay or deny claims, yet Edison deducts those unpaid amounts profiting from insurer misconduct.

As we've detailed above, Edison's approach to insurance offsets is designed to limit its liability and obligations and avoid fully compensating survivors for losses.



7.8 Additional Barriers

- Proof-of-loss requirements: Three-year tax and revenue documentation excludes cash-based, seasonal, new, or gig-economy businesses.
- Double victimization: Many business owners also lost their homes, facing parallel shortfalls in residential and commercial recovery that exceed \$1 million combined.

7.9 Recommendations

- Create a fair, standalone compensation framework for small and home-based businesses, reflecting the real costs of commercial recovery rather than residential formulas.
- Provide realistic coverage for business interruption and rebuilding, including sufficient time and resources to replace equipment, rebuild facilities, and restore customer bases.
- Ensure that businesses operating from residential properties receive equitable treatment, recognizing that many survivors combined home and livelihood in one space.
- Acknowledge intangible and market losses such as destroyed customer relationships, brand goodwill, and lost property value — as compensable harms essential to restoring community life.
- Eliminate insurance offsets and confirm that Edison's payments are independent of business-interruption or property-insurance proceeds.
- Simplify documentation requirements so that small, family-run, and gig-economy businesses can access recovery without burdensome proof standards.

Fair recovery means helping survivors rebuild not only our homes, but our livelihoods — the small businesses that sustain families, create jobs, and keep neighborhoods alive.



Conclusion

We did not choose this. Because of Edison's negligence, we are living with devastation that touches every part of our lives. Our homes are gone or unsafe, our neighborhoods scattered, and the places that once held our daily routines and memories destroyed. Our children wake from nightmares. Our elders have been forced from the communities where they built their lives. Many of us are still displaced, paying rent and utilities on temporary housing while struggling with insurance delays, denials, and uncertainty.

Every day brings new reminders of what was taken — not only our homes and belongings, but our health, our sense of safety, and the future we worked so hard to build for our children. The strain has worn down our families, our finances, and our peace of mind.

Yet amid exhaustion and grief, we have come together to do this work. Survivors — not lawyers or lobbyists — gathered data, shared experiences, and devoted hundreds of volunteer hours to studying Edison's Draft Compensation Protocol so we could help shape something better. We hope this report will help Edison create a plan that is fair, reasonable, and inclusive of the real costs and lived realities of those directly harmed.

In many respects, Edison's draft mirrors the same gaps and limitations that have already stalled recovery through our insurance system. The *Los Angeles Times* has shown that full recovery depends on both insurers and utilities meeting their responsibilities. For the Eaton Fire, both must step up, because neither alone can make survivors whole.

But Edison's proposal is only a draft. The company now has the chance to strengthen it — to close the gaps left by insurers, meet its responsibility to those harmed, and build a fair, fully funded program that truly compensates survivors. Doing so would not just help survivors rebuild our homes, but would power the Eaton Fire recovery as a whole.