Eaton Fire Survivors Network

DRAFT

SCE
Fix the Wildfire Recovery Compensation Program

Eaton Fire Survivors to Edison: Make Your Program Fair for Our Community

Prepared by Survivors of the Eaton Fire

Community Draft for Review

This is an initial working draft. We have no pride of authorship. Our shared goal is to create a set of community demands that will help make any future Edison settlement offers more fair and inclusive of all survivors who have been harmed.

How you can take action:

1. Provide your feedback through this short questionnaire.
2. Share this draft with friends and networks so their voices are included.

This draft is here: efsurvivors.net/edisondraft

Together, let's shape a set of demands that will help Edison to more reasonably compensate all survivors.

With gratitude,
Our team of survivors

Questions? Joy Chen, joy.chen@efsurvivors.net

Executive Summary

Edison bears a moral and legal duty to repair what the Eaton Fire destroyed: lives, homes, neighborhoods, and the futures families worked so hard to build.

We appreciate that Edison is proposing a compensation plan. Many families simply can't wait years for lawsuits to play out, especially when 70% of insured families are already trapped in insurer delays and denials.[1] Timely relief could help families get home.

But Edison's **Draft Wildfire Recovery Compensation Protocol (Sept. 17, 2025)** is wholly inadequate. It caps rebuilds far below actual bids, underfunds rentals and contents, discounts children's losses, pressures families to surrender insurance rights, ignores the collapse in value for smoke-damaged homes, and recycles insurer tactics that courts have already ruled unlawful. And that's just for the families it does cover. By turning a firefighter's field map into the gatekeeper of recovery, it blocks thousands of us from fair compensation.

The result is devastating: families left with hundreds of thousands to millions in uncovered losses, unable to move forward, while Edison avoids its duty to repair the harm.

This report is not about litigation strategy. Some survivors will pursue lawsuits; others may consider early settlement. We support all in making the choices that are right for them. What unites us is a simple goal: to help Edison ensure any settlement offers are reasonable, inclusive, and shaped by community input. This document is not a negotiation, but the collective voice of survivors calling on Edison to bring forward a proposal that truly helps families recover.

How to Use This Report

- **Start with Section 1 – Issues That Impact All Families**. This section explains the systemic problems built into Edison's draft.

- **Then go to your group's section** – to see how Edison's draft affects you directly:
  • Group 1 – Survivors Who Lost Homes
  • Group 2 – Survivors With Structurally Damaged Homes
  • Group 3 – Survivors With Smoke Damage
  • Group 4 – Survivors Who Rent
  • Group 5 – Survivors Outside the Perimeter

Finally, share this report with neighbors and survivor networks: efsurvivors.net/edisondraft

[1] Department of Angels. Community Voices: LA Fire Recovery Report – Full Results. June 2025.

Survivor Voices

Behind every statistic is a family. These are our neighbors, stripped of homes, safety, and stability. These are the human costs of Edison's inadequate plan.

> *"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."*

👉 **Your voice matters.** Please share your survivor experience **here**.

Our Civic Coalition

This report is survivor-led. The Eaton Fire Survivors Network represents more than **8,500 survivors**. We are joined by community organizations committed to fairness and inclusion. Each has invited their members to contribute, so that these demands reflect the full scope of survivor voices and experiences.

By co-signing, organizations are not endorsing any specific draft. They are joining a civic coalition calling on Edison to ensure that all future settlement offers are fair, inclusive of all survivors, and informed by community input.

👉 **Add your organization as a co-signer:** joy.chen@efsurvivors.net

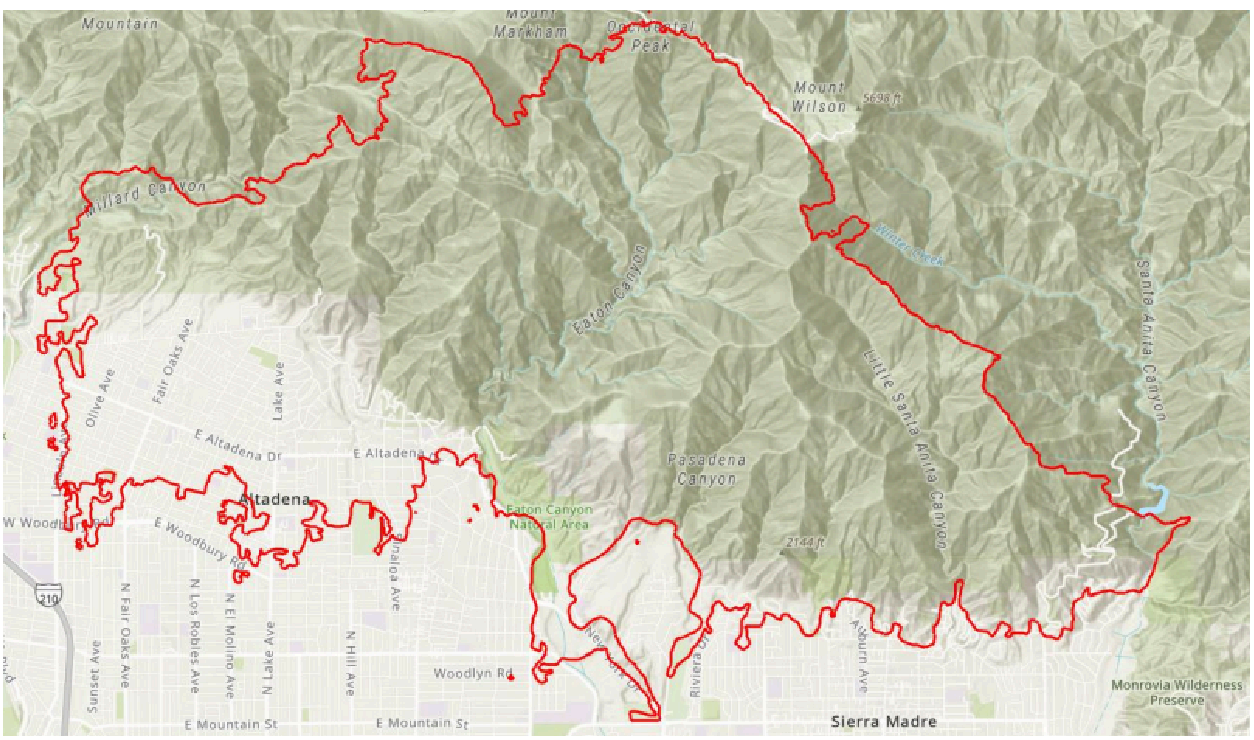
1. Issues That Impact All Survivors

The Draft Compensation Protocol contains structural flaws that undercut recovery for every family, regardless of whether their home was destroyed, structurally damaged, or still standing with smoke contamination. These flaws fall into seven major areas: misuse of the DINS map, rebuild and repair costs, loss of use (housing), contents, non-economic damages, unlawful insurance deductions and soil contamination.

1.1 Improper Use of the DINS Map

The Draft Compensation Protocol relies on the Damage Inspection Notification Summary (DINS) map to decide both who is eligible for compensation and how much families receive. This is a fundamental flaw.

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.

Survivor accounts confirm what CalFire itself has acknowledged: DINS was never designed to determine compensation. Some homes are misclassified, while major destruction across entire blocks is missing because inspectors could not access certain properties. Yet the Draft Protocol elevates this tool into the central gatekeeper of recovery.

What DINS was designed for

- A CalFire tool for rapid exterior inspections immediately after a wildfire
- Inspectors assign categories — Destroyed, Major Damage, Minor Damage, Affected — based only on what can be seen from the outside
- Never intended to measure smoke infiltration, toxic contamination, or interior safety

How it is being misused

- Families labeled "Affected" may face $100,000+ in remediation or full reconstruction, yet the Draft Protocol offers them only $20,000
- Families outside the DINS perimeter — even with lab-confirmed toxic contamination — are excluded entirely
- Where inspectors could not access properties, burned vehicles, sheds, or even houses went unrecorded. Entire blocks are split: one family "inside" and eligible, the next-door neighbor "outside" and denied

The impact
Thousands of families with burned, unsafe, or contaminated homes are given token payouts — or excluded entirely — because the Draft Protocol misuses the DINS map as its gatekeeper.

What fairness requires

- Stop using DINS categories as the sole basis for compensation
- Accept multiple forms of evidence, including lab-confirmed contamination, displacement records, insurance claims, or public health testing
- Expand eligibility beyond the DINS perimeter to all families demonstrably impacted by the fire

- Use tiered compensation formulas based on real categories of harm — destroyed, structurally damaged, smoke-contaminated, displaced — rather than street-level visual inspections

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1.2 Rebuild and Repair Costs

The Draft Compensation Protocol caps payments for rebuilding at $550–$750 per square foot. Survivors report that real contractor bids in Altadena today are higher, with estimates rising due to inflation, labor shortages, tariffs, and post-fire demand.

For a 2,000 sq. ft. home:

- Draft Protocol cap = $1.1M–$1.5M.
- Real rebuild bids = $1.8M+.
- Families are left $300,000–$700,000 short.

For structurally damaged homes, the Draft Protocol assigns flat payments based on DINS categories: $50,000 for "Major Damage," $30,000 for "Minor," $20,000 for "Affected." Yet many of these families face major reconstruction and remediation bills well over $100,000. Licensed asbestos and lead abatement, HVAC replacement, insulation removal, and reconstruction of compromised walls and roofs push total costs into the hundreds of thousands. The flat payouts cover only a small fraction of these costs.

The impact
Families are being pushed into impossible choices: living in uninhabitable homes, attempting unsafe partial fixes, or facing permanent displacement — all because the Draft Protocol ties recovery to payouts far below real rebuilding costs. To make matters worse, they cannot sell and move on; property values have plummeted since the Eaton Fire, often dropping by $500,000 or more.

What Fairness Requires

- Tie rebuild payments to current contractor bid surveys (e.g., ~$800-$900+/sq. ft. in Altadena), updated regularly to reflect inflation and post-fire demand.

- Create tiered allowances for structural damage and contamination that reflect typical remediation costs, rather than arbitrary flat caps.
- Cover abatement (asbestos, lead, HVAC replacement, insulation removal) as a standard line item in those tiers.
- Include **exterior soil remediation** (testing, excavation, disposal, certified backfill, and re-testing) as a standard line item for all categories of harm.

1.3 Loss of Use (Housing)

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

For a $1.5M home:
Rent Cap = $150,000 total = about $3,570/month.

But real rents for family-sized homes in Altadena, Pasadena, and Sierra Madre are **$5,500–$6,500/month**. Current listings include:

- 2175 N Holliston Ave, Altadena – 3 bed / 3 bath – $6,500/mo (https://www.redfin.com/city/21169/CA/Altadena/houses-for-rent)
- 2508 Canyada Ave, Altadena – 4 bed / 3 bath – $6,250/mo (https://www.zillow.com/altadena-ca/rent-houses/)
- 974 Athens St, Altadena – 3 bed / 2 bath – $6,000/mo (https://www.redfin.com/city/21169/CA/Altadena/houses-for-rent)
- 385 E Mendocino St, Altadena – 4 bed / 2.5 bath – $6,500/mo (https://www.realtor.com/apartments/Altadena_CA/type-single-family-home/beds-4-4)

These are **current rents**. They do not capture the massive spikes that occurred immediately after the fire, when hundreds of displaced families were forced into the market at once. Many were locked into 12-month leases at the height of demand, paying well above today's rates.

At even today's lower rents, families face uncovered gaps of **$80,000–$120,000+** over the displacement period. In the immediate aftermath, the gaps were even larger, draining savings and driving some families into debt.

The Draft Protocol's formula produces only modestly higher allowances for larger homes. But once compared to true market rents — and especially post-fire rents — the shortfalls remain staggering.

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.

The Draft Protocol also deducts prior Additional Living Expenses (ALE) paid by insurers from Edison's already limited housing cap. This approach is harmful:

- **What ALE is:** California law requires insurers to pay ALE for at least 24 months, and up to 36 months with good cause.[2] ALE covers all reasonable housing costs until families can rebuild or return home, including rent, deposits, storage, utilities, and moving.

- **Why Edison cannot deduct ALE:** ALE is a contractual right already purchased in full through insurance premiums. Edison has a separate legal duty as the instigator of the fire. Deducting ALE shifts Edison's liability onto insurers and reduces survivors' ability to stay housed.

- **Why this is not "double recovery":** Families' losses are far larger than what insurers and Edison together provide. Even with full ALE and Edison's capped housing payments, most families still face tens of thousands in uncovered costs. ALE and Edison's obligations are distinct; courts routinely allow both, because they are separate sources covering different duties. "Double recovery" applies only if payments exceed actual losses — here, losses dwarf the combined payments.[3]

The impact
Without stable housing, families cannot rebuild, keep children in school, or remain in their communities. Housing insecurity drives trauma, debt, and permanent out-migration — a pattern already visible in other California wildfire recoveries.

What Fairness Requires

- Provide up to 36 months of housing support, consistent with California law on ALE.

- Base rent support on real ZIP-code-specific market rents in Altadena (91001), Pasadena (91103, 91104, 91105,91106, 91107), and Sierra Madre (91024), including deposits, utilities,

[2] California Insurance Code §2051.5(b)(1).
[3] Howell v. Hamilton Meats (2011) 52 Cal.4th 541.

storage, and moving.

- Do not deduct ALE from Edison's obligations. ALE is a legal duty of insurers and cannot substitute for Edison's separate responsibility to compensate families it harmed.

1.4 Contents

The Draft Compensation Protocol caps contents for destroyed homes at 40% of rebuild value and folds contents into flat allowances for structurally damaged homes. For smoke-damaged or contaminated homes, there is no separate contents category at all — families must cover belongings out of the same $10,000 flat amount that is also supposed to cover testing and remediation.

This structure ignores both family size and documented needs:

- **Destroyed homes.** A retiree rebuilding a 2,000 sq. ft. home under Edison's $1.2M estimate would receive $480,000 for contents. A family of six rebuilding the exact same home would also receive only $480,000 — despite needing to replace and remunerate for clothing, bedding, appliances, electronics, toys, heirlooms, collections, and daily essentials for six people. Many of these items, such as heirlooms and collections, are irreplaceable.

- **Structurally damaged homes.** Families receive flat allowances — $50,000 (Major), $30,000 (Minor), $20,000 (Affected) — supposedly "inclusive" of contents. Yet many face six-figure costs simply for remediation (testing, HVAC, insulation, asbestos abatement), before replacing a single item of furniture or clothing. And further still, some families must strip their houses down to the studs and remove all contaminated building materials to ensure safe habitation — which in practice means fully rebuilding their home, despite it never being classified as 'Destroyed.'

- **Smoke-damaged homes.** Families receive a single $10,000 flat payment for both structural damage and contents, even though testing, air scrubbers, and duct replacement alone exceed that amount by tens of thousands. Families forced to discard mattresses, upholstered furniture, clothing, and children's items and home offices are left with no compensation at all.

Documented Scale of Losses

- Replacement of contents commonly ranges from $200,000–$600,000 per family, depending on household size and life stage (young children, teens, elders).
- Families report losing 50–95% of belongings after toxic contamination testing.
- Even modest apartments contain $25,000–$50,000 of furniture, electronics, and personal effects, far above the Draft Protocol's flat $10,000.
- EFSN analysis of survivor accounts shows average contents losses exceeding Edison's fixed caps by hundreds of thousands of dollars.[4]

The impact
Large families are arbitrarily penalized. Survivors of smoke contamination are left with the vast majority of belongings uncompensated. Families are forced to live without basics, deplete retirement savings, or take on crushing debt simply to re-furnish their homes.

What Fairness Requires

- Scale contents by family size and needs, not a flat percentage of rebuild value.
- Provide separate contents compensation for smoke-damaged and structurally damaged homes, rather than folding belongings into inadequate flat allowances.
- Fully compensate for the total loss. Families should not be forced to produce every receipt, but neither should they be capped by arbitrary formulas that ignore real losses.
- Recognize long-term loss of heirlooms, collections and cultural property, not just functional goods.

1.5 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

[4] EFSN analysis of survivor content losses, based on Department of Angels survey responses (2025).

- $20,000 per adult for **smoke-damaged** homes
- Children valued at one-half or one-quarter of adults

Why this falls short

Precedent is far higher.
In wildfire cases, juries have recognized the full scale of human harm — awarding **millions per person** for non-economic losses such as trauma, displacement, toxic exposure, and fractured communities.

- In a **2023 Portland trial**, nine PacifiCorp wildfire survivors were awarded **$84 million total**, including **$56 million in non-economic damages**. That's an average of **over $6 million per person in non-economic damages alone** — before punitive enhancements were added.[5]
- In a **2024 "mini-trial"**, ten survivors received **$1.75–3.5 million per person in non-economic damages**, on top of their full economic damages.[6]
- In **2025**, a jury awarded one plaintiff group **$32 million in non-economic damages** (out of a $49 million total verdict). That averages to **over $3 million each.**[7]

Punitive damages multiplied the harm.
Oregon juries did not stop at compensating survivors. They added **punitive damages** to punish PacifiCorp for reckless misconduct:

- In the 2023 Portland trial, the jury imposed **an additional 25% punitive damages**, raising the total verdict far above the base awards.
- In 2025, jury awards in PacifiCorp cases brought **total damages to $385 million**, reflecting the use of punitive multipliers across groups of plaintiffs.[8]

These results show that juries place a **multi-million-dollar value per survivor**, often **doubled or more** when punitive damages are added. Compared to that, the Draft Protocol's caps of $20,000–100,000 are not just inadequate. They are insulting.

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[5] Keller Rohrback LLP, "PacifiCorp Ordered to Pay $84 Million in 2020 Labor Day Fires Trial" (June 2023).
[6] KR Complex Litigation, "PacifiCorp Fire Litigation Case Update" (March 2024),
[7] Warren Kirk & Duncan LLP, "PacifiCorp Wildfire Trial 2025 Verdict" (2025),
[8] Edelson PC, "Oregon Fire Verdict Brings PacifiCorp Damages to $385 Million" (April 2025),

Children deserve at least full value

Discounting kids' damages to one-half or one-quarter of adults implies their losses "count less." Yet research shows child survivors of disaster face **lifelong mental health and educational harm**. Juries in Oregon did not discount children's claims. Neither should this protocol.

Community loss must be recognized

Non-economic damages are not only about personal suffering. They encompass the **destruction of neighborhoods, schools, cultural spaces, places of worship, and social networks**. Oregon juries understood this when they awarded millions per survivor, recognizing that fire rips apart entire communities.

What fairness requires

1. **Raise the floor.** Provide a reasonable settlement offer that honors the severity and scale of tragedy while avoiding a costly, lengthy, and trauma-inducing trial

2. **Value children equally or higher.** Childhood trauma is not "fractional." It reverberates for decades.

3. **Recognize collective harms.** Awards must account for community and cultural losses.

1.6 Insurance Deductions

The Draft Compensation Protocol forces families to choose between two Options:

- **Option 1**: Deducts only insurance dollars already paid.

- **Option 2**: Deducts both amounts already paid *and* 70% of unpaid benefits, while requiring families to permanently close their insurance claims.

What an offset is supposed to mean

An offset prevents *double recovery* for the same loss. If a family has already received money from one source, another source of compensation may subtract that amount from its own payment.

Why offsets should not apply here

Insurance and Edison are **separate obligations**. Families purchased insurance in full through premiums, and insurers are contractually required to pay all covered benefits. Edison, as the instigator of the fire, has a distinct legal duty to compensate survivors for the harm it caused.

Deducting insurance from Edison's payments collapses these two obligations into one — shifting Edison's liability onto insurers while stripping survivors of benefits they already paid for. Even taken together, insurance payouts and Edison's capped payments do not come close to covering the six-figure shortfalls families face in rebuilding, housing, and replacing belongings. This is not "double recovery." It is partial recovery from two independent sources.

How the Draft Compensation Protocol misuses offsets

Option 2 magnifies this injustice. It assumes insurers will eventually pay, deducts 70% of unpaid benefits from Edison's settlement, and then extinguishes survivors' rights by forcing families to permanently close their insurance claims.

- *Example*: If an insurer owes $400,000, Option 2 deducts $280,000, pays only $120,000, and extinguishes the family's right to recover the $280,000 still owed by their insurer.
- *Example*: If an insurer owes $600,000, Option 2 deducts $420,000, pays only $180,000, and extinguishes the family's right to recover the $420,000 still owed by their insurer.

In both cases, families are left with only 30% of their rightful insurance benefits — and permanently lose the rest.

Why this is especially harmful

Department of Angels research shows that **70% of insured Eaton and Palisades families are already facing delays, denials, or underpayments**.[9] As documented in *EFSN, Five Urgent Actions to Stop Insurer Misconduct* (pp. 5–7), many of these practices are already illegal under California law, but regulators are failing to enforce them.[10]

[9] Department of Angels. Community Voices: LA Fire Recovery Report – Full Results. June 2025.
[10] Eaton Fire Survivors Network (EFSN). Five Urgent Actions to Stop Insurer Misconduct. August 2025, pp. 5–7.

The Draft Compensation Protocol amplifies the impact of insurer misconduct. Instead of helping survivors rebuild, the Protocol **rewards insurers for their illegal delays, denials, and underpayments**. Insurers profit from their misconduct, Edison limits their liability, and survivors lose their rights forever.

The impact

Families already devastated by fire are coerced into forfeiting most of the benefits they are legally owed, driven deeper into financial insecurity, and forced to carry the very losses they purchased insurance to cover.

By conditioning payment on closure of insurance claims, the Draft Protocol weaponizes survivors' desperation: families forced to take early checks to survive are stripped of the insurance benefits they already paid for in full. Meanwhile, insurers that are already illegally delaying, denying, and underpaying claims are rewarded — walking away without paying what they owe, while Edison reduces its own liability. This also benefits SCE's overall financial outlook: the lower the payments are that insurers have to payout, the lower SCE's exposure is when insurers sue SCE through subrogation.

What Fairness Requires

- **Do not deduct insurance payments at all.** Insurance and Edison are separate obligations, and together still fall short of covering actual losses.
- **Eliminate all offsets for unpaid, delayed, or disputed benefits.**
- **Preserve families' rights** to pursue insurers for the remainder of their contractual benefits.
- **Ensure Edison's compensation is provided fully and independently,** as part of its legal duty to the families it harmed.

1.7 Contaminated Soil (All Parcels)

Wildfire ash and fallout contaminate soil with heavy metals (e.g., lead, arsenic), asbestos fibers, PAHs/dioxins, and glass/ceramic micro-fragments. This contamination is not limited to "destroyed" parcels or to the DINS perimeter; windborne ash settled across yards, gardens, play areas, and drainage swales community-wide.

How the Draft Protocol handles it now

- If a home was **destroyed**, limited soil work may be available under debris programs — but families without visible "debris" (e.g., when structures didn't collapse or debris was already removed) often cannot access that help.

- For **standing homes** (structural or smoke damage), the Draft Protocol provides **no dedicated pathway** for soil testing, excavation, disposal, or clean backfill — even when lab testing shows exceedances in children's play areas and gardens.

Why this hits everyone

- **Children's exposure:** Play areas, lawns, and gardens retain ash in at least the top 1–2 inches; normal play re-aerosolizes particles.

- **Household re-contamination:** Contaminated yards track back into homes, undermining expensive interior remediation.

- **Drainage & slopes:** Ash concentrates along fences, planters, French drains, and on slopes, requiring selective excavation and erosion control.

- **Proof problem:** Many parcels lack "qualifying debris," making access to any cleanup program difficult even when soil is unsafe.

Typical scope & costs (illustrative)

- Residential sampling plan (play areas, gardens, dripline, drainage): site visit + multi-point composites, lab fees, report, and clearance sampling.

- Removal of contaminated topsoil (often 1–6 inches targeted), haul-off and disposal (special handling when asbestos/lead is suspected), import of certified clean backfill, re-sodding/re-planting, irrigation repair, and slope stabilization.

- Costs routinely reach **tens of thousands of dollars** per parcel; larger lots and slopes can run higher. Post-remediation **re-testing is often required** to achieve clearance.

The impact

Families who rebuilt or remediated interiors are left with contaminated yards and no path to clearance. Children lose outdoor space, gardens go fallow, dust re-enters homes, and property value remains impaired. Standing homes receive **no soil coverage at all** under the Draft Protocol, and "destroyed" parcels are **not guaranteed** coverage when there is no qualifying debris.

What fairness requires

- **Make soil a covered category for every impacted parcel**, regardless of DINS category or visible debris.
- **Fund end-to-end soil remediation:** site-specific sampling plans; lab analysis; excavation/haul-off/disposal; certified clean backfill; lawn/garden restoration; irrigation repair; slope/erosion controls; and **post-remediation re-testing until clearance is achieved**.
- **Accept multiple proofs of impact** (lab results, documented ash deposition, adjacency to burned structures, public-health advisories), not just "debris present."
- **Fund commons/HOA and shared-area cleanups** (parkways, alleys, easements) that re-contaminate private yards if left unaddressed.

2. Survivors Who Lost Homes

Families whose homes were completely destroyed experience **every problem identified in Section 1**—but with **unique, compounding burdens** that make recovery impossible under the Draft Compensation Protocol.

2.1 Rebuild Costs (see §1.2)

The Protocol's rebuild cap of **$550–$750/sq. ft.** (see §1.2) collides with **real bids at ~$900+/sq. ft.**, producing **$300,000–$700,000 shortfalls** for a typical 2,000 sq. ft. home. What's unique for total-loss families:

- There is **no partial repair path**—you either fund the full rebuild or remain displaced.
- **Site-specific costs** fall entirely on these families: complex grading or hillside engineering, debris and contaminated soil handling beyond public programs, code-upgrade mandates (ignition-resistant assemblies, electrical/seismic/Title 24), and utility rebuilds.
- **Sequencing and cash-flow risk** are acute: families must pay architects/engineers, permitting, demo, grading, and deposits **before** a general contractor will mobilize, while also covering rent (see §2.3).

Result: Until Edison agrees to pay fair compensation to survivors, households cannot break ground and the community cannot rebuild.

2.2 Contents (see §1.4)

The Protocol's **40% of rebuild value** for contents treats a **family of six** the same as a **single retiree** (see §1.4). For total-loss families, the contents problem is absolute:

- **Everything is gone**—furniture, clothing and shoes for each person, mattresses, bedding, kitchenware, appliances, laptops/phones, children's toys, strollers and car seats, school supplies, sports/music gear, tools, hobby equipment, books, family archives, art, heirlooms, collections.
- **Life-stage multipliers** (infants, teens, elders, medical or accessibility equipment) drive costs well beyond a flat percentage.

- **Time and sourcing costs** are real: replacing hundreds of items requires weeks of labor, and prices surge after a catastrophe.

Result: The 40% cap arbitrarily underpays larger and multigenerational families; documented replacement needs commonly **exceed Edison's cap by hundreds of thousands** (see §1.4).

2.3 Loss of Use (Housing) (see §1.3)

Section 1.3 shows the rent math: **10% of pre-fire value over 42 months** yields **~$2,380/month** for a $1M home—far below **$4,000–$6,000/month** local rents. For total-loss families, the unique realities are:

- **Displacement is total and long-duration.** There is no "partial occupancy" while you rebuild; stable housing must be funded **through completion**.
- **Stacked costs**: rent **plus** rebuild deposits, design fees, permits, and temporary storage/utilities happen all at once.
- **Education and employment stability** depend on staying near the original community; underfunded rent forces long commutes, school changes, or exit from the region.

Result: Without **up to 36 months** of ZIP-specific market rents (with deposits, utilities, moving/storage) **and no deduction of ALE**, families cannot remain safely housed while they rebuild (see §1.3).

2.4 Non-Economic Damages (see §1.5)

Section 1.5 documents that caps of **$100,000 per adult** (and **fractional amounts for children**) sit **below wildfire precedent** and **discount children**. For total-loss families, the unique harms include:

- **Community erasure:** entire blocks are gone; long-standing neighbor networks, childcare arrangements, faith/cultural anchors, and school communities are fractured.
- **Chronic stressors:** navigating design, financing, permitting, and rebuild disputes while displaced produces sustained anxiety, depression, and family strain.

- **Developmental impacts:** children and teens face disrupted schooling, social rupture, and safety fears that can shape trajectories for years.

"Clearly the emotional losses and damages are ignored. $100K can't make up for a lifetime lost." — Eaton Fire survivor

Result: Token caps fail to account for the **scale and duration** of total-loss trauma—especially for children, who must be valued at **parity or higher** (see §1.5).

2.5 Forced Insurance Give-Ups Hit Total-Loss Families Hardest (see §1.6)

As explained in §1.6, **Option 2** deducts **70% of unpaid insurance** and **forces claim closure**. Total-loss families often have the **largest outstanding insurance balances** (dwelling, code upgrades, extended replacement, contents). Under Option 2, a family with **$400,000 unpaid** could be left with **$120,000** and **lose the right** to pursue the remaining **$280,000**—precisely when those dollars are needed to build a foundation, frame, and roof.

Result: Option 2 **rewards insurer delay/underpayment** and strips families of the very benefits they purchased—while still leaving massive rebuild gaps (see §1.6).

2.6 An Illustrative Budget Snapshot (2,000 sq. ft. home)

(For illustration only; actual bids/inventories vary. See §1 endnotes.)

- **Rebuild:** $1.8M actual bids vs. $1.2M (cap at $600/sq. ft.) → **$600,000 gap**
- **Contents (family of six):** $500,000 documented needs vs. $480,000 (40% cap on $1.2M) → **$20,000 gap** *(often higher)*
- **Housing:** $4,500/month market rent × 36 months = $162,000 vs. Protocol allowance ≈ $100,000 → **$62,000 gap** *(excludes deposits/storage/moving)*
- **Subtotal shortfall (before non-economic damages): $682,000+**

Result: Even with generous assumptions, shortfalls **easily exceed half a million dollars**, before trauma and community loss are addressed.

What Fairness Requires for Families Who Lost Homes

- **Rebuilds tied to real bids** (updated quarterly) with coverage for typical line items: debris/soil, engineering, code upgrades, utility rebuild, site conditions.
- **Contents scaled to family size and life stage**, using standardized replacement-cost tables or sworn inventories—**no arbitrary 40% cap**.
- **Up to 36 months of ZIP-specific market rents** (Altadena 91001; Pasadena 91103/91104/91105/91107; Sierra Madre 91024), including deposits, utilities, moving, and storage—**no deduction of ALE**.
- **Non-economic damages at or above wildfire precedent**, with **children at parity or higher**, and explicit recognition of community destruction.
- **No offsets of unpaid insurance and no forced claim closures**; Edison's duty is **independent** of insurance, and both together still fall short of actual loss.
- Cover **parcel-wide soil testing and clearance** with re-testing until it is safe.

3. Survivors With Structurally Damaged Homes

Families whose houses are still standing but structurally compromised face a different set of impossible choices. The Draft Compensation Protocol categorizes them by **DINS labels**—"Major Damage," "Minor Damage," or "Affected"—and pays flat amounts of **$50,000, $30,000, or $20,000.** These token figures do not even cover basic remediation, let alone full repair.

3.1 Unique Rebuild and Repair Burdens (see §1.2)

- **Hidden contamination:** Damaged homes often test positive for asbestos, lead, and toxic smoke residue, requiring **licensed abatement** before any repair. HVAC systems, insulation, ducting, and drywall typically must be replaced. Post-remediation testing is required to ensure safety clearance, and many homes do not pass—leading to additional remediation and retesting. Contaminated **yard soils** re-introduce toxins into homes post-remediation if not also addressed. These mounting costs regularly exceed $100,000–$200,000.

- **Structural compromise:** Partial burns, warped framing, roof failure, or foundation cracking can push a house into "nearly destroyed" territory—but families are still capped at $50,000.

- **Safety vs. affordability:** Families cannot live in unsafe structures, but they also cannot afford to rebuild without real compensation. Many are forced into **unsafe DIY repairs** or into abandoning the home altogether.

Result: The flat caps mean structurally damaged families are treated as though their losses are minor, when in reality their costs approach those of full rebuilds.

3.2 Housing and Displacement (see §1.3)

Families with damaged homes are **displaced just like total-loss families**—but the Draft Protocol cuts them off after **six months of rent support.**

- **Typical remediation timelines** (asbestos abatement, gutting interiors, rebuilding mechanical systems) take **12–24 months,** not six.

- **Families forced back early** risk children and elders breathing unsafe air, or living in gutted shells with no insulation, kitchen, or HVAC.

- **Market rents** ($4,000–$6,000/month in affected ZIPs) do not disappear simply because a house is standing but unsafe.

Result: Six months of housing support is wholly unrealistic; families cannot rebuild while simultaneously paying mortgages, temporary rent, and remediation contractors.

3.3 Contents Loss (see §1.4)

Unlike total-loss families, survivors in this group may still have “four walls”—but the **contents inside are often destroyed or unsafe.**

- **Smoke infiltration** renders soft goods (clothing, bedding, furniture) toxic.
- **Testing protocols** regularly require discarding 50–80% of contents.
- Yet the Draft Protocol **folds contents into the same flat $20–50K allowance** meant for structural repair.

Result: Families face **dual losses**—costly remediation plus loss of belongings—with no dedicated compensation for contents. Standing homes have routinely lost nearly as much of their contents as total loss but are compensated at a tiny fraction.

3.4 Non-Economic Damages (see §1.5)

The Draft Protocol caps non-economic damages for structurally damaged homes at **$50,000/adult** (half of total-loss families). But trauma does not scale neatly:

- Families endure the same **displacement, instability, and schooling disruption** as total-loss families.
- Many must live with **constant anxiety** over whether their “damaged” home is truly safe, compounding stress.
- Children, already discounted under the Protocol, are discounted **twice**—once for being children, and again for being in a “damaged” home.

Result: Arbitrary discounts minimize harm despite comparable trauma.

3.5 An Illustrative Case (structurally damaged, 1,800 sq. ft.)

- **Protocol payout (Major Damage):** $50,000 total (includes structure + contents).
- **Real remediation bids:** $180,000 (asbestos removal, HVAC/ducts, insulation, drywall).
- **Contents discarded:** $120,000.
- **Temporary rent (18 months @ $4,500):** $81,000.
- **Shortfall: $331,000+**, before trauma.

What Fairness Requires for Families With Structurally Damaged Homes

- Replace **flat caps** with tiered repair allowances reflecting typical remediation costs ($100K–$250K+).
- Provide **dedicated contents compensation** in addition to repair allowances.
- Fund **up to 36 months of rent support** where remediation requires displacement.
- Ensure **no offsets for disputed insurance claims;** families must retain the right to pursue full benefits.
- Value trauma at **parity with total-loss families**, given the comparable disruption and uncertainty.

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4. Survivors With Smoke Damage

Families whose homes remain standing but are contaminated by ash and toxic particulates face some of the highest real costs and the lowest compensation under the Draft Compensation Protocol.

4.1 Illegal "Visible Damage" Standard

The Draft Compensation Protocol requires **"visible damage"** to qualify for smoke-damage compensation. Families with **toxic contaminants** confirmed by lab testing — including lead, asbestos, cobalt, and other particulates — are denied outright if there are no burn marks.

Insurers already tried this tactic, and regulators and courts ruled it **illegal.**

- As documented in *EFSN: Five Urgent Actions to Stop Insurer Misconduct*, insurers denied smoke claims by saying "no visible damage."[11]
- The California Department of Insurance issued a formal legal opinion rejecting this practice, calling it unlawful.
- Courts likewise found it violated California Insurance Code.

Edison is now using this same unlawful standard in its settlement. Instead of enabling lawful recovery, it repeats misconduct that has already been struck down.

Result: Families with **toxic contaminants in their homes** are denied recovery — not because the harm isn't real, but because Edison has chosen to rely on a standard already ruled unlawful.

4.2 Unique Remediation Burdens (see §1.2)

- **Testing + cleanup costs:** Industrial hygiene testing, asbestos/lead/cobalt abatement, and HVAC/duct replacement regularly exceed **$50,000–$150,000.**
- **Hidden infiltration:** Soft goods, insulation, and wall cavities absorb toxins. Families report having to discard **50–80% of belongings.**[12]

[11] Eaton Fire Survivors Network (EFSN). Five Urgent Actions to Stop Insurer Misconduct. August 2025, pp. 5–7.
[12] Department of Angels. *Community Voices: LA Fire Recovery Report – Full Results*. June 2025, pp. 11–13.

- Yard and garden soils often **exceed residential screening levels** after smoke fallout, requiring targeted removal and clean backfill.
- **Long-term risk:** Even after remediation, doubts about lingering contamination **depress property values by 30–50%.**

Result: The Draft Protocol's flat **$10,000 payment** is grossly inadequate — covering neither testing nor remediation, let alone contents or lost equity.

4.3 Loss of Market Value

Even after thorough remediation, smoke-contaminated homes in Altadena, Pasadena, and Sierra Madre face steep equity losses due to stigma and mandatory disclosures. Multiple data points show material value impairment:

- A *Newsweek* review of post-fire listings highlighted an Altadena parcel that **sold for $965,000 in 2023 but was listed for $449,000 after the fire**—a drop of more than 50%.[13]
- *Los Angeles Times* reporting documented burned-lot sales in Altadena **mostly in the $500,000–$600,000 range**, roughly two-thirds of pre-fire land values in comparable areas.[14]
- An independent real-estate analysis of Zillow data shows median **price-per-square-foot in the Eaton Fire area fell from ~$800 (2024) to $200–$400 (2025)** while nearby neighborhoods remained stable, indicating a **~50%+ impairment** localized to the affected zone.[15]

For a typical family, that translates to **$200,000–$500,000+ in lost equity**—on top of testing, remediation, contents, and displacement costs. The Draft Protocol ignores these real, documentable losses.

[13] Newsweek, "LA Homes Selling for Half the Price After Fires: 'Used To Be…'" (Feb. 11, 2025).
[14] Los Angeles Times, "In Altadena and Pacific Palisades, burned lots are hitting the market" (Mar. 12, 2025); see also LA Times, " 'Unfortunately, Altadena is for sale': Developers are buying up burned lots" (Jun. 5, 2025).
[15] Realab (independent analysis of Zillow data), "The Aftermath of the Eaton Fire: Home Sales in the Affected Area" (Jul. 9, 2025).

4.4 Displacement and Housing (see §1.3)

- Smoke-affected homes are **often uninhabitable for 6–18 months** while remediation is completed.
- Families must rent alternative housing during that time — yet the Draft Protocol provides no ongoing rent support.
- ALE (Additional Living Expenses) is often disputed by insurers in smoke claims, leaving families doubly stranded.

Result: Families are forced to either live in unsafe conditions or pay two sets of housing costs with little or no support.

4.5 Contents Loss (see §1.4)

- Contaminated contents cannot be salvaged: upholstered furniture, clothing, bedding, and children's toys are unsafe.
- Families report losing **50–80% of belongings** after testing.[16]
- Yet the Draft Protocol folds contents into the same **$10,000 flat allowance** meant to cover testing and remediation.

Result: Families are left with the impossible choice of paying for remediation or replacing belongings — but not both.

4.6 Non-Economic Damages (see §1.5)

- Smoke-damage families are capped at **$20,000 per adult and $5,000 per child** — the lowest of any category.

[16] Ibid.

- Trauma is no less real or impactful: families fled their homes under extreme duress, continue to endure prolonged displacement, live with health fears from toxic exposure, and see their communities fractured.
- The discount implies their suffering is "less than" others and their childrens' even less, when it is **different but equally severe.**

4.7 An Illustrative Case (smoke-damaged, 2,000 sq. ft.)

- **Protocol payout:** $10,000 flat.
- **Testing + remediation:** $85,000 (industrial hygiene + HVAC/duct replacement).
- **Contents discarded:** $140,000 (furniture, clothing, toys, electronics).
- **Temporary rent (12 months @ $4,500):** $54,000.
- **Property value loss:** $250,000 (30% decline).
- **Shortfall: $500,000+,** before trauma.

What Fairness Requires for Families With Smoke Damage

- Eliminate the unlawful **visible-damage requirement.**
- Set a fair blanket payment for standing homes that reflects **the full scope of universal damage**—testing, abatement, reconstruction, remediation, and ruined contents—not a $10,000 token.
- Compensate **loss of market value** caused by confirmed contamination and stigma, in addition to remediation, contents, and housing.
- Cover **up to 36 months of rent support with no insurance deduction** where remediation requires families to move out.

- Compensate for **documented property value loss** caused by confirmed contamination.
- Align non-economic damages with precedent, and value children at parity.
- Ensure **no offsets** for disputed smoke claims, preserving families' rights to pursue insurers.

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5. Survivors Who Rent

Renter families experience every systemic flaw identified in **Section 1**—but with **unique barriers** that push them to the margins of the Draft Compensation Protocol: low flat caps for contents, no practical pathway to prove contamination when landlords refuse testing, gaps in housing support (especially where renters lack ALE), and discounted recognition of trauma.

5.1 Eligibility Gaps Tied to the Perimeter (see §1.1)

- Renter families living just **outside the DINS perimeter**—including homes within a few hundred feet of burned structures—are **excluded**, even where lab tests confirm toxic contamination or where displacement was required by health risk.

- Where owners denied inspectors access, **burned cars/outbuildings** were not recorded on DINS; entire blocks with obvious exposure now have mixed eligibility (one side "in," the other "out").

  Result: Renter families with the **same exposure** as "inside" neighbors are left with **no pathway** to compensation.

5.2 Testing Barrier: Landlord Control (see §1.1; §1.4)

- The Draft Compensation Protocol **requires evidence**, but **most renters cannot order whole-home testing** or remediation on property they do not own.

- Many landlords **refuse to test or remediate**, and the Draft Protocol **does not accept proxy evidence** (e.g., adjacent-unit lab results, public-health advisories, physician letters).

- For smoke claims, the Protocol's **"visible damage" requirement** mirrors insurer tactics already ruled **unlawful** by regulators and courts; this hits renters hardest because **contaminants are invisible** and renters can't compel testing.

  Result: Renter families are **blocked at the starting line**—unable to prove what they cannot legally test.

5.3 Housing and Displacement (see §1.3)

- Smoke-contaminated rentals are often **uninhabitable for 6–18 months** during testing and remediation; structurally damaged rentals can require **12–24 months** of work.

- Market rents in the affected ZIP codes commonly run **$4,000–$5,500+/month** for 3–4 bedrooms—well above the Draft Protocol's **10%-of-value** approach (which doesn't even map cleanly to rentals).

- Many renters **do not have renter's insurance** (and thus no ALE). Even those with ALE face **disputes** on smoke claims.

- Displacement also triggers **application fees, first/last month's rent, security deposits, pet deposits, storage, moving**, and **duplicate utilities**.

  Result: Without **up to 36 months of ZIP-specific rent support** (and full relocation costs), renter families cannot remain housed near schools, jobs, and medical care.

5.4 Contents Loss (see §1.4)

- The Draft Compensation Protocol **caps renters' contents at $10,000**—an amount that **does not replace even a modest apartment's belongings**.

- After smoke/lead testing, renter families report discarding **50–80% of belongings** — including soft goods, bedding, upholstered furniture, and children's toys .[17]

- After smoke/lead testing, renter families report discarding **50–80% of belongings** (soft goods, bedding, upholstered furniture, children's toys).[18]

  Result: A $10,000 cap forces a false choice: **remediate or replace**—but not both.

5.5 Income and Stability Impacts

- Repeated emergency moves, temporary housing far from work, and childcare disruptions cause **lost wages** and **job insecurity**.

- Families report **forfeited security deposits**, unpaid "back rent" disputes when a unit became uninhabitable, and **out-of-pocket** costs for air purifiers and partial cleanups—none recognized by the Draft Protocol.

- **Teens and younger children** face disrupted schooling and social networks; trauma is **not lower** because a family rented—yet the Protocol **discounts renter non-economic**

[17] Department of Angels, Community Voices: LA Fire Recovery Report – Full Results (June 2025), p.19.
[18] Department of Angels, Community Voices: LA Fire Recovery Report – Full Results (June 2025), p. 27.

damages relative to owners.

5.6 Non-Economic Damages (see §1.5)

- The Draft Compensation Protocol **values renter trauma lower** than owners'—despite equivalent displacement, health fears, and community loss.

- This **discount** compounds harm for renter families who already lack equity buffers and face **greater mobility risk** (eviction/lease non-renewal during repairs).

  Result: Renter families' pain is **undervalued twice**—once on belongings, again on trauma.

5.7 Insurance Offsets and Forced Claim Closures (see §1.6)

- Where renters **do** have policies, smoke claims are frequently **delayed/denied** using the same **"visible damage"** approach regulators already deemed **unlawful**.

- Under **Option 2**, Edison **deducts 70% of unpaid insurance** and **forces claim closure**, locking in underpayment and **stripping renter families** of the benefits they purchased.

  Result: Renter families—already least able to absorb loss—are pushed to accept **permanent underpayment** to keep a roof overhead.

5.8 An Illustrative Renter Family Budget (3-bedroom)

(Illustrative; actual costs vary by household size and lease terms.)

- **Contents replacement:** $35,000 (mid-range) vs. **$10,000 cap → $25,000 gap**

- **Testing/remediation when owner refuses:** $6,500 (industrial hygiene sampling + limited cleanup) → **no mechanism under Draft**

- **Temporary rent:** $4,200/month × 12 months = **$50,400**; deposits/fees/utilities/storage/moving ≈ **$10,000–$20,000**

- **Air purifiers + filters: $1,000–$2,000**
  Total uncovered shortfall: $86,000–$103,000+, *before* non-economic damages

What Fairness Requires for Renter Families

- **Eligibility based on impact, not the perimeter.** Accept lab-confirmed contamination, displacement records, or approved smoke claims regardless of DINS line placement.

- **Edison-funded testing and remediation.** When landlords refuse to test or properly remediate, Edison must fund independent testing and cover full remediation costs, or accept credible proxy evidence (adjacent-unit results, public-health data, physician letters).

- **Real housing support.** Provide up to 36 months of ZIP-specific market rent (Altadena 91001; Pasadena 91103/91104/91105/91107; Sierra Madre 91024), plus deposits, application fees, storage, moving, and duplicate utilities.

- **Contents at real levels.** Replace the $10,000 cap with contents compensation scaled by family size and life stage, using standardized replacement-cost tables or sworn inventories. Families should also have a documentation track to prove higher actuals.

- **Parity on trauma.** Value renter families' non-economic damages equal to those of owners; children at parity or higher.

- **No offsets, no forced insurance claim closures.** Eliminate offsets for unpaid benefits and preserve rights to pursue insurers; Edison's obligations are independent of insurance and must stand on their own.

6. Survivors Outside the Perimeter

Families located just beyond the Draft Compensation Protocol's **DINS perimeter** face a unique injustice: their homes, belongings, and health are harmed in the same ways as those inside the boundary, yet they are categorically excluded from compensation.

6.1 The Arbitrary Line

- The Draft Compensation Protocol treats the **DINS perimeter** as a bright-line test for eligibility.
- Families living **200–600 feet outside the line** are denied, even when:
    - **Lab-confirmed contamination** shows toxic smoke particles inside their homes.
    - **Insurance smoke claims** have been approved for the same properties.
    - **Displacement records** prove families could not safely remain in their homes.
- Survivor accounts confirm entire blocks were **split in two**: one side "inside" and eligible, the other side "outside" and excluded — despite **identical levels of exposure and contamination**.

Result: Families who breathed the same air, sent their kids to the same schools, and saw the same ash fall on their properties and contaminate their homes and the resulting financial burdens and health consequences are left with **nothing** because their house sat just outside an arbitrary map line.

6.2 What DINS Was Never Meant to Do (see §1.1)

- CalFire itself has stated that **DINS was never designed to establish compensation or eligibility**.[19]
- DINS measures only **what can be seen from the street**. It does not capture:
    - Interior contamination by heavy metals, asbestos, or dioxins.

[19] California Department of Forestry and Fire Protection (CalFire), [Damage Inspection (DINS) Program Overview](#).

- Smoke infiltration through HVAC, insulation, and attics.
- Toxic fallout carried by wind far beyond the burn scar.

- Yet the Draft Protocol **elevates DINS to a gatekeeper**, excluding families outside the perimeter by design.

6.3 Documented Spread of Contamination

- Environmental testing after California wildfires has repeatedly found **toxic particles miles from burn perimeters**, including lead, arsenic, benzene, and asbestos.[20]

- **Smoke and toxic fallout travel miles; a map line does not measure exposure.** Independent monitoring documented large spikes in toxic chemicals downwind of the Eaton Fire. Caltech's monitoring 11 miles downwind recorded chlorine at about **40× normal** and lead peaking at **100× normal** in the days after the fire[21]. Testing on Caltech's campus 7 miles from the fire showed 10x EPA limits of lead dust near windows[22]. Department of Angels survey data show families **hundreds of feet outside the DINS line** reporting failed indoor air tests, discarded belongings, and children experiencing respiratory symptoms.[23] Damage traveled well beyond the burn footprint.

Result: Science and data confirm what survivors already know: smoke and toxins did not stop at an invisible DINS boundary.

6.4 Loss of Market Value

Exclusion from the program does not shield families from the same equity collapse seen inside the line:

- The Zillow-based analysis found **price-per-square-foot in the fire-affected area dropped to $200–$400 in 2025** while surrounding areas stayed near ~$800, confirming a localized post-fire discount that **spills beyond the DINS boundary** where smoke impacts are documented.[24]

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[20] California Air Resources Board, Wildfire Smoke & Air Toxics: Impacts and Public Health Findings, 2023.
[21] Caltech, Caltech Aerosol Monitoring Site Collects Data in Aftermath of Urban Firestorm
[22] Caltech, How Much Lead and Other Toxic Metals are Present after the Eaton Fire?
[23] Department of Angels, Community Voices: LA Fire Recovery Report – Full Results, June 2025, pp. 15–17.
[24] Realab (independent analysis of Zillow data), "The Aftermath of the Eaton Fire: Home Sales in the Affected Area" (Jul. 9, 2025)

- *Los Angeles Times* coverage shows **Altadena burned lots commonly sell for $500,000–$600,000**, with early listings at **$449,000** and heavy cash-buyer activity—illustrating depressed land values and market power imbalances affecting sellers on both sides of the line.[25]

For a home with a pre-fire value near $1 million, these trends imply **$300,000–$500,000+ of equity loss** even before remediation and contents. Families "outside the line" bear the same market damage but receive **no** compensation under the Draft Protocol.

6.5 The Real-World Impact on Families

- Families outside the perimeter are denied **all compensation** — even the token $10,000 flat allowance available to "affected" homes.
- These families often bear **$100,000–$500,000+ in remediation and contents losses**, with no support.
- Many are **pushed into foreclosure or forced sales**, accepting pennies on the dollar as buyers flee contaminated zones.
- Children in these homes face the same **displacement trauma** and health fears as those inside, yet their losses are treated as nonexistent.

Result: Entire swaths of the community are erased from the recovery map, left behind even though their homes and lives remain shattered.

6.6 What Fairness Requires

- **Expand eligibility** beyond the DINS perimeter to all families demonstrably impacted by the fire.
- Accept **lab-confirmed contamination, approved smoke claims, or displacement records** as independent bases for eligibility.

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[25] Los Angeles Times, "In Altadena and Pacific Palisades, burned lots are hitting the market" (Mar. 12, 2025); see also LA Times, " 'Unfortunately, Altadena is for sale': Developers are buying up burned lots" (Jun. 5, 2025).

- Recognize and compensate **market value collapse** for any family with credible contamination or displacement evidence—**regardless of perimeter placement**—using appraisals, sales comps, and PSF time-series.

- Eliminate the **perimeter rule entirely**, replacing it with a claims process grounded in evidence, not geography.

Conclusion

We did not choose this. We woke to ash in our lungs, children frightened of the wind, elders displaced from community, and homes turned into hazardous sites. The costs are not abstract. They are birthdays in rentals far from school, savings drained to replace basics, and equity wiped out by stigma and contamination. The trauma does not fade; it multiplies.

Edison's draft protocol does not make us whole. It locks in unlawful insurer tactics, underpays rebuilding and housing, erases renters and neighbors just outside a line, discounts our children, and ignores market value collapse.

We are 8,500+ strong, survivor-led, and we are clear: Edison must present a fair proposal that reflects the full scale of our losses, so families can move forward with recovery and stability.