

03/17/2025

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Attorneys for Defendants Southern California Edison Company and Edison International

(Additional Counsel listed on next page)

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JEREMY GURSEY, an individual,

Plaintiffs,

v.

SOUTHERN CALIFORNIA EDISON
COMPANY, a California Corporation;
EDISON INTERNATIONAL, a California
Corporation; and
DOES 1-200, inclusive,

Defendants.

Lead Case No.: 25STCV00731
and Related Cases

Assigned for all purposes to:
Judge: Hon. Laura A. Seigle
Dept: 17

**JOINT CASE MANAGEMENT
STATEMENT ORDER NO. 1**

Case Management Conference
Date: March, 17, 2025
Time: 10:00 a.m.
Dept: 17

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Attorneys for Defendants Southern California Edison Company and Edison International

1 **I. GENERAL PROVISION**

2 **A. Complex Action**

3 On January 13, 2025, Plaintiffs filed a complaint in *Jeremy Gursey, et al. v. Southern*
4 *California Edison Company, et al.* Case No.: 25STCV00731 ("Lead Action"). Since then, at least
5 130 other actions have been filed, as further discussed in Section B below. The Court has designated
6 *Jeremy Gursey, et al. v. Southern California Edison Company, et al.* Case No.: 25STCV00731, as
7 complex within the meaning of the California Standards of Judicial Administration for Complex
8 Litigation Section 3.10, and California Rule of Court ("Rule") 3.400 (specifically, Rule 3.400(b)(2),
9 (b)(3), and (b)(4)), and Rule 3.502.

10 Additionally, to the extent that they have not yet been deemed complex, the Court hereby
11 deems the matters referenced in Section B below (and listed in **Exhibit A**, attached) complex and
12 related under the Lead Action. Furthermore, the Court orders the matters identified in Exhibit A,
13 attached, consolidated for pre-trial purposes only, as these matters arise out of the same general set
14 of facts and circumstances and these cases seek damages caused by the same fire.

15 The present Parties anticipate that plaintiffs will fall into three broad categories: individual
16 plaintiffs, which include cases brought on behalf of persons and business entities ("Individual
17 Plaintiffs"), subrogation plaintiffs, which include cases brought by insurance companies
18 ("Subrogation Plaintiffs"), and public entity plaintiffs, which include cases brought by various
19 government entities, special districts and/or agencies ("Public Entity Plaintiffs"). While
20 investigation of the matter is ongoing, the defendants currently include Southern California Edison
21 Company and Edison International (collectively, "Edison Defendants"). Individual Plaintiffs,
22 Subrogation Plaintiffs, and Public Entity Plaintiffs are collectively referred to herein as "Plaintiffs."

23 Pursuant to Code of Civil Procedure §§ 1010.6 and 187 and California Rules of Court, Rules
24 2.250, et. seq. and 3.751, and the stipulation of the Parties, the Court makes this Order to reduce the
25 costs of litigation and to facilitate case management, document retrieval, and case organization. The
26 Court finds that entry of this Order is necessary for the just, expeditious, and efficient litigation of
27 this action and that compliance with the terms herein will not result in unnecessary hardship or
28 significant prejudice to any of the parties in this matter.

1 This order applies to the matters identified in Exhibit A as well as any matter deemed related
2 to the Lead Action after the execution of this order. These consolidated cases shall be referred to as
3 the "Eaton Fire Litigation."

4 **B. Related Actions in the Eaton Fire Litigation**

5 A list of cases filed in the Eaton Fire Litigation, that are related per this Order and are each
6 assigned to the Hon. Laura A. Seigle in Department 17 under the Lead Case of *Gursey v. Southern*
7 *California Edison Company*, Case No.: 25STCV00731 is attached hereto as Exhibit A.

8 The Parties are aware of additional lawsuits that may be filed in short order in the Eaton Fire
9 Litigation, but none have been filed as of the date that the proposed Order was submitted.

10 **C. Code Governs Where Silent**

11 Unless otherwise stated herein, or as to any matter as to which this Order is silent, the
12 California Code of Civil Procedure, the California Rules of Court, other applicable statutes, and the
13 Local Rules of this Court shall be controlling.

14 **D. Future Filed Actions for Consolidation**

15 Defendants shall include a list of any newly filed and served lawsuits related to the Eaton Fire
16 Litigation in each Joint Status Conference Statement before each Status Conference. The lawsuits
17 within this list are presumptively related to the Eaton Fire Litigation, and the Court shall consolidate
18 them into the Eaton Fire Litigation for pretrial purposes unless a party demonstrates good cause not
19 to consolidate.

20 **E. Organization of Each of the Plaintiff Groups**

21 **i. Individual Plaintiffs Liaison Counsel**

22 Individual Plaintiffs are a group of individuals, whether persons or business entities, seeking
23 damages not paid for by insurance. Currently the Individual Plaintiffs in the Eaton Fire Litigation
24 are represented by various law firms listed in **Exhibit B**, hereto.

25 For convenience and efficiency, the preponderance of counsel representing Individual
26 Plaintiffs have selected Amanda L. Riddle of Corey, Luzaich, de Ghetaldi & Riddle LLP, Gerald
27 Singleton of Singleton Schreiber LLP, and Rahul Ravipudi of Panish | Shea | Ravipudi LLP as
28 Liaison Counsel in the Eaton Fire Litigation. Details on Liaison Counsels roles are addressed below.

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ii. **Individual Plaintiffs' Steering Committee and Common Cost Fund**

Individual Plaintiffs have agreed to form a Steering Committee, which shall work in collaboration with Liaison Counsel to conduct discovery and prepare the Individual Plaintiffs' cases for trial. The following firms shall serve on this Steering Committee:

- Abir Cohen Treyzon Salo, LLP
- Adamson Ahdoot LLP
- Andrews & Thornton
- Arias Sanguinetti Trial Lawyer
- Becker Law Group
- Bernheim Law Firm
- Brent & Fiol, LLP
- Bridgford, Gleason & Artinian
- Casey Gerry Schenk Francavilla Blatt & Penfield LPP
- Corey, Luzaich, de Ghetaldi & Riddle LLP
- Cotchett, Pitre & McCarthy, LLP
- Downtown LA Law Group
- Edelson P.C.
- Ellis Riccobono, LLP
- Engstrom, Lipscomb & Lack
- Feist Griffith LLP
- Foley Bezek Behle & Curtis, LLP
- Fox Law APC
- Frantz Law Group, APLC
- Gibbs Mura LLP
- Greene Broillet & Wheeler, LLP

- 1 • Keller Rohrback LLC
- 2 • Law Office of Joseph Ferrante
- 3 • Lieff Cabraser Heimann & Bernstein, LLP
- 4 • LippSmith LLP
- 5 • McNicholas & McNicholas LLP
- 6 • McNulty Law Firm
- 7 • Milberg Coleman Bryson Philips Grossman, PLLC
- 8 • Moon Law APC
- 9 • Morgan & Morgan
- 10 • Nachawati Law Group
- 11 • Nazari Law
- 12 • Panish | Shea | Ravipudi LLP
- 13 • Parkinson Benson Potter Law
- 14 • Quinn Emanuel Urquhart & Sullivan
- 15 • Robertson & Associates LLP
- 16 • Robins Cloud, LLP
- 17 • Rosen Saba LLP
- 18 • Rouda, Feder, Tietjen & McGuinn
- 19 • Schimmel & Parks APLC
- 20 • Sieglock Law Inc
- 21 • Singleton Schreiber
- 22 • Sitzler Legal - Law Offices of Andrew D. Sitzler
- 23 • Spreiter | Petiprin APC
- 24 • Strange LLP
- 25 • Sullivan, Workman & Dee LLP
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- The Miller Firm
- The Vartazarian Law Firm
- Walkup, Melodia, Kelly & Schoenberger
- Watts, LLP
- Wilshire Law Firm, PLC
- Wisner Baum, LLP
- Zweiback, Fiset & Zalduendo LLP

As new cases are filed and additional Individual Plaintiffs' attorneys join the litigation, they may agree to sign the Joint Prosecution Agreement and join the Steering Committee.

Individual Plaintiffs' Liaison Counsel and all members of the Individual Plaintiffs' Steering Committee shall jointly advance the funds necessary to prosecute Individual Plaintiffs' case. These funds shall be held in a joint account and administered by a committee established by the Steering Committee. If necessary, the Individual Plaintiffs' Steering Committee may request appointment of a retired judicial officer to oversee this fund and/or process. These assessments shall be considered advances that are reimbursed by a common cost assessment to be proposed in a case management order.

Joint costs include the following: liability work-up, including deposition costs; a joint evidence repository system; joint liability expert costs; etc. They do not include travel costs, meals, lodging for attorneys, or any other related costs.

The Individual Plaintiff's Steering Committee shall prepare and propose a "common costs" order in which a percentage of the recovery (not to exceed 1%) of all individual plaintiff settlements, judgments or arbitration awards shall be withheld and deposited into the common costs fund. A sub-committee shall be formed for the specific purpose of administering, distributing and accounting for any such funds. Any funds collected or disbursed from the Individual Plaintiff common cost fund shall solely be dedicated to Individual Plaintiff common costs and shall not be used for any other purpose.

No member of the Steering Committee shall have any right to seek or obtain attorneys' fees from any matter in which they are not counsel of record for that specific client, whether characterized as a "common benefit fee" or otherwise, and neither Liaison Counsel nor any other member of the Steering Committee shall seek or receive any such common benefit attorney fees.

iii. Individual Plaintiffs Pursuing a Class Action

Two firms
~~One firm~~ representing Individual Plaintiffs *have* brought their case *as a class action*, while the other 130+ complaints are individual lawsuits. Because *two firms are* ~~there is only one firm~~ pursuing a class action, *at this point* there is no need to appoint liaison counsel for the proposed class plaintiffs. Instead, to the extent any issues relating to the proposed class litigation need to be addressed by the Court, they

can be raised by counsel for the proposed class plaintiffs and/or defense counsel. Issues concerning the two filed class actions will be addressed at the April 17, 2025, Case Management Conference. The Parties will meet and confer on related issues and address them in the next Case Management Statement.

iv. Subrogation Plaintiffs Liaison Counsel

Subrogation claimants include the insurance companies seeking subrogation for paid damages (hereinafter "Subrogation Plaintiffs"). Currently, the Subrogation Plaintiffs in the Eaton Fire Litigation are represented by multiple law firms, as listed in **Exhibit C**.

The Subrogation Plaintiffs have designated Jordan Everakes of Grotefeld Hoffmann, Amanda R. Stevens of Schroeder Loscutoff Stevens LLP, Howard D. Maycon of Cozen O'Connor, and Matthew E. Delinko of Bauman Loewe Witt & Maxwell PLLC as liaison counsel in the Eaton Fire Litigation.

v. Subrogation Plaintiffs' Steering Committee

Subrogation Plaintiffs have agreed to form a Steering Committee, which shall collaborate with Liaison Counsel to conduct discovery and prepare the Subrogation Plaintiffs' cases for trial. The following individuals shall serve on this Steering Committee:

- Christine Forsline of Berger Kahn
- Audrey Westerlund and Nicole Vales of Schroeder Loscutoff Stevens LLP
- Adam M. Romney and David J. Kestenbaum of Grotefeld Hoffmann LLP
- Shawn Caine of the Law Offices of Shawn E. Caine, APC
- David Brisco, Dana Meyers, and Philip Berens of Cozen O'Connor
- Chris Brennan of Bauman Loewe Witt & Maxwell, PLLC

vi. Public Entity Plaintiffs Liaison Counsel

Public Entity Plaintiffs are various government entities, including but not limited to political subdivisions of the State of California, municipal corporations, and/or special districts or agencies, that are seeking damages and other losses incurred as a result of the Eaton Fire.

Currently, the Public Entity Plaintiffs are represented by Baron & Budd P.C. and Diab Chambers LLP, and their respective in-house government attorneys as listed in **Exhibit D**. Public

Entity Plaintiffs designate John Fiske and Torri Sherlin of Baron & Budd P.C., and Ed Diab and Kristen Barton of Diab Chambers LLP as liaison counsel for Public Entity Plaintiffs in the Eaton Fire Litigation.

vii. Role of Liaison Counsel

Liaison Counsel for Individual Plaintiffs, Subrogation Plaintiffs, and Public Entity Plaintiffs shall have the duties and responsibilities of a spokesperson and coordinator generally.

The Court does not appoint Liaison Counsel with the authority to make decisions to bind significant issues in the cases of others. Liaison Counsel are not Lead Counsel, and the designation of Liaison Counsel confers no benefits or right to attorney's fees or other rights.

Each attorney in this case is representing their own client(s), and the designation of particular attorneys as Liaison Counsel confers no rights or responsibilities from a lawyer to people who are not their clients. The purpose is purely for there to be a smaller group of people within the three Plaintiff Groups with whom Defense Counsel can coordinate to move the case along and keep the Court and their respective groups informed of the progress in filings and during Court proceedings.

Should Defendants need an extension of time to take an act (for example an extension on a filing or deposition), Defense Counsel may rely upon a communication from Individual Plaintiffs' Liaison Counsel to bind the entire group of Individual Plaintiffs, a communication from Subrogation Plaintiffs' Liaison Counsel to bind the entire group of Subrogation Plaintiffs, and a communication from the Public Entity Liaison Counsel to bind the entire group of Public Entity Plaintiffs. Liaison Counsel for Individual Plaintiffs is instructed to attempt to meet and confer with all Individual Plaintiffs as time permits but Liaison Counsel for Individual Plaintiffs may bind the Individual Plaintiffs' group to extensions when there are time constraints that do not allow a meeting of the entire group. Liaison Counsel for Subrogation Plaintiffs is instructed to attempt to meet and confer with all Subrogation Plaintiffs as time permits but Liaison Counsel for Subrogation Plaintiffs may bind the Subrogation Plaintiffs' group to extensions when there are time constraints that do not allow a meeting of the entire group. Liaison Counsel for Public Entity Plaintiffs is instructed to attempt to meet and confer with the Public Entity Plaintiffs as time permits but Liaison Counsel for

Public Entity Plaintiffs may bind the Public Entity group to extensions when there are time constraints that do not allow a meeting of the entire group.

To avoid the need for all counsel present at each Status Conference to state their appearance, if a plaintiff's counsel intends to appear at a Status Conference, they must notify their respective Liaison Counsel no later than 8:00 a.m. the prior business day. Liaison Counsel will then forward to the Court ^{by noon the day before} a list of all plaintiff's counsel who will be in appearance so that such appearances may be noted in the record. Notices of Remote Appearance should not be filed with the Court. This order supersedes the local rule on that issue. ^{The list shall indicate whether an attorney will be appearing in person or remotely.}

Following a Status Conference, or other hearing, Liaison Counsel shall coordinate and prepare a Notice of Ruling to be e-served on the Parties via Case Anywhere of any matters at the Status Conference or hearing that need to be addressed via a Notice of Ruling.

Liaison Counsel shall also take responsibility for the Plaintiff groups in working with Defendants to prepare joint reports to the Court, subject to the ability of counsel for any plaintiff to set forth a different position in the joint report if counsel does not agree with the position set forth by the other plaintiffs in the joint report.

Liaison Counsel shall organize briefing on common issues amongst the Plaintiff groups.

Liaison Counsel shall work with the Plaintiff groups in drafting and propounding Individual Plaintiff, Subrogation Plaintiff, and Public Entity Plaintiff's master liability discovery sets and noticing liability depositions to avoid duplicative discovery. Liaison Counsel along with members of the Steering Committees may handle negotiating and meeting and conferring with Defendants on those master liability discovery sets and liability depositions.

F. Service by Electronic Service Provider Case Anywhere

The Parties have agreed to, and the Court has ordered the use of, use Case Anywhere, an electronic case management system, for electronic service. For substantive filings, courtesy hard copies shall be provided to the Court. Parties first appearing after this Order is signed may serve new complaints or cross-complaints on any party presently in the case by uploading the relevant documents via Case Anywhere along with a Notice and Acknowledgement of Receipt directed to the party being served. Service will be deemed completed when counsel for the party being served

1 uploads a copy of the signed Notice and Acknowledgement of Receipt to Case Anywhere. The
2 deadline to upload Notice and Acknowledgement of Receipt to Case Anywhere shall be per code.

3 Case Anywhere will maintain and update a global service list of all Counsel and Parties.
4 Parties shall notify Case Anywhere via email to support@caseanywhere.com when any changes or
5 updates are needed to the Electronic Service List.

6 Use of Case Anywhere shall apply only to the service of documents and not to their filing.
7 Original documents must still be filed pursuant to the applicable California Code of Civil Procedure
8 and Local Rules of Court.

9 In accordance with California Code of Civil Procedure section 1010.6(a)(4)(B), any period
10 of notice, or any right or duty to do any act or make any response within any period or on a date
11 certain after the service of the document, which time period or date is prescribed by statute or rule
12 of court, shall be extended after service by Case Anywhere by two court days, subject to the
13 exceptions noted in section 1010.6(a)(4)(B).

14 The Parties agree to make every effort to load all orders, previously served pleadings, and
15 written discovery requests and responses to the Case Anywhere Eaton Fire site such that the site
16 contains a history of all previously served materials; however, bates labeled documents produced in
17 discovery will not be uploaded to Case Anywhere but rather served on all Parties identified in the
18 Case Anywhere Electronic Service List.

19 The Court has also instructed the Parties to utilize the Case Anywhere Message Board to
20 allow for communication between the Court and Counsel. All Case Anywhere Message Board
21 postings to the Court shall be jointly submitted by the Parties. All Message Board postings to the
22 Court should include brief statements describing what is at issue.

23 **G. Court Transcripts**

24 The Parties have agreed to cooperate and coordinate with Coalition Court Reporters of Los
25 Angeles (hereinafter "CCROLA") to create a standing order to receive a shared copy of a transcript
26 of all Court hearings in this case.
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1 The Parties will confer with CCROLA regarding arrangements to the mutual satisfaction of
2 CCROLA and the Parties. Upon reaching such an agreement, the Parties will provide a related
3 proposed Order to the Court.

4 **II. MASTER PLEADINGS**

5 **A. Master Complaints**

6 Liaison Counsel for each of the Plaintiffs groups shall file a Master Complaint for their
7 respective group ("Master Complaints"). Master Complaints for Individual Plaintiffs, Subrogation
8 Plaintiffs, and Public Entity Plaintiffs shall be filed within 60 days of the entry of this Case
9 Management Order ("Master Complaint Date"). Section C on Master Answer or Responsive
10 Pleading below details the deadlines on Defendants' Answers or challenges to Master Complaints.

11 **B. Individual Plaintiffs' Notices of Adoption**

12 Individual Plaintiffs and Defendant SCE will meet and confer regarding the Notice of
13 Adoption and Notice of Potential Add-On Cases and Request for Consolidation for Pre-Trial
14 purposes, which will be addressed in a future Case Management Order that will be submitted to the
15 Court by April 15, 2025. Individual Plaintiffs will be required to generate their Notice of Adoption
16 in the BrownGreer portal, as further discussed in Section V.A, below.

17 Individual Plaintiffs with a case already filed and consolidated under the Lead Action as of
18 the date that the Master Complaint is filed, shall file their Notice of Adoption with the Court and e-
19 serve a Notice of Adoption within 30 days of the Master Complaint Date.¹ The Notice of Adoption
20 shall be filed in the original individual case, not the Lead Action. The Notice of Adoption shall
21 contain, at a minimum, the following information: (1) the name, address and household of each
22 Plaintiff; (2) the causes of action each Plaintiff is joining and against which Defendant(s) they are
23 pled; and (3) the categories of damages allegedly incurred by each Plaintiff and for which that
24 Plaintiff is seeking recovery and from which Defendant(s), including, for any claimed damage to
25 real property, an address and such other description of the property as necessary to identify it with
26 specificity.

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28 ¹ Individual Plaintiffs shall file one Notice of Adoption per household.

For existing Individual Plaintiffs, the filing of a Notice of Adoption shall not require the payment of an additional filing fee or a new case number. Each Notice of Adoption shall constitute an amended complaint for all purposes. Upon filing the Notice of Adoption, the Master Complaint, as amended by the Plaintiff's Notice of Adoption, shall be the operative pleading for that Plaintiff. The date on which the Master Complaint is filed shall have no bearing on whether any Plaintiff has satisfied the applicable statute of limitations. Rather, the date on which each Plaintiff properly filed the complaint (whether standard complaint or Notice of Adoption) initiating that Plaintiff's action shall be the operative date for statute of limitations purposes.

C. Subrogation Plaintiffs and Public Entity Plaintiffs' Notice of Adoption of Master Complaint

For matters filed prior to the entry of this Case Management Order, Public Entity Plaintiffs and Subrogation Plaintiffs, will file their respective Notice of Adoption of Master Complaint. Public Entity Plaintiffs and Subrogation Plaintiffs will file their respective Notices of Adoption through Case Anywhere.

Plaintiffs with a case already filed and consolidated under the Lead Action as of the date that the Master Complaint is filed, shall file their Notice of Adoption of Master Complaint with the Court and e-serve a Notice of Adoption of Master Complaint within 30 days of the Master Complaint Date.² The Notice of Adoption shall be filed in the original individual case, not the Lead Action. The Notice of Adoption shall contain, at a minimum, the following information: (1) the name and address of each Plaintiff; (2) the causes of action each Plaintiff is joining and against which Defendant(s) they are pled; and (3) the categories of damages allegedly incurred by each Plaintiff and for which that Plaintiff is seeking recovery and from which Defendant(s). Subrogation Plaintiffs do not need to provide a loss or policy address, or a description of property necessary to identify it,

² Subrogation Plaintiffs, if any, represented by the same law firm, and whose responses in each notice of adoption would otherwise be identical, may file one notice of adoption identifying all Subrogation Plaintiffs who adopt the Subrogation Master Complaint. Public Entity Plaintiffs, if any, represented by the same law firm, and whose responses in each notice of adoption would otherwise be identical, may file one notice of adoption identifying all Public Entity Plaintiffs who adopt the Public Entity Master Complaint. For the avoidance of doubt, all Notices of Adoption must contain the information specified in this section.

so long as that information is included in their List of Claims (defined below). Given the nature of Public Entity Plaintiffs' damages, the Public Entity Plaintiffs do not need to provide a loss or damage address but shall provide a detailed description of the categories of damages incurred.

For existing Plaintiffs, the filing of a Notice of Adoption of Master Complaint shall not require the payment of an additional filing fee or a new case number. Each Notice of Adoption shall constitute an amended complaint for all purposes. Upon filing the Notice of Adoption, the Master Complaint, as amended by the Plaintiff's Notice of Adoption, shall be the operative pleading for that Plaintiff. The date on which the Master Complaint is filed shall have no bearing on whether any Plaintiff has satisfied the applicable statute of limitations. Rather, the date on which each Plaintiff properly filed the complaint (whether standard complaint or Notice of Adoption of Master Complaint) initiating that Plaintiff's action shall be the operative date for statute of limitations purposes.

D. Master Answer or Responsive Pleading

Corresponding Master Answers for Defendants in response to each of the Master Complaints shall be allowed and shall govern the pleadings for those actions. If Defendants do not file a challenge to the Master Complaints, their Master Answers shall be filed within 45 days of the Master Complaint Date. If Defendants choose to challenge the Master Complaints, Defendants shall file any challenge to the Master Complaints within 45 days of the Master Complaint Date. Plaintiffs' oppositions and Defendant's replies shall proceed per code. If Defendants' pleading challenge(s) is/are denied, and an Answer is required, Defendants shall file a Master Answer to each Master Complaint within thirty (30) days of the denial. All responses pled in Defendants' Master Answers will be deemed pled in any previously filed Complaint and Responsive Pleading now pending under the Lead Action, and in any action using a Notice of Adoption. In filed thereafter. The Master Answer will also be deemed pled in response to any complaint filed after the entry of this Order. The Master Complaints and the Master Answers shall not be verified.

E. Cases to be Filed After Master Complaint ("Future Cases")

Individual Plaintiffs who have not yet filed an action shall initiate an action by filing a Short Form Complaint in this Court. Upon the filing of the Short Form Complaint, the matter will be

1 deemed related to the Lead Case. The Short Form Complaint shall contain, at a minimum, the
2 following information: (1) the name, address and household of each Plaintiff; (2) the causes of
3 action each Plaintiff is joining and against which Defendant(s) they are pled; and (3) the categories
4 of damages allegedly incurred by each Plaintiff and for which that Plaintiff is seeking recovery and
5 from which Defendant(s), including, for any claimed damage to real property, an address and such
6 other description of the property as necessary to identify it with specificity.

7 Subrogation Plaintiffs and Public Entity Plaintiffs who have not yet filed an action may also
8 initiate an action by filing a standard complaint or a Short Form Complaint without any limit as to
9 the number of plaintiffs on each complaint³ and then a Notice of Adoption of Master Complaint, in
10 a proper venue in California, following the requirements set for above in Section II.

11 Defendants are not required to file an answer to any Short Form Complaint other than the
12 Master Answer. Defendants will not be deemed to have waived any rights nor admitted to any
13 allegations against them by relying on the Master Answer to respond to any Future Cases.

14 Upon that filing, the Master Complaint, as adopted by the Short Form Complaint or Notice
15 of Adoption, as applicable, shall be the operative pleading. The date on which the Master Complaint
16 is filed shall have no bearing on whether any Plaintiff has satisfied any applicable statute of
17 limitations. The operative date for statute of limitations purposes shall be the date on which a
18 plaintiff filed its original complaint, if filed before the Master Complaint, or the date on which a
19 plaintiff properly filed a Short Form Complaint or Notice of Adoption, as applicable, for Plaintiffs
20 who did not file a complaint prior to the filing of the Master Complaint.

21 As provided in Section II.B, in response to any Future Cases, Defendants are not required to
22 file an answer other than the Master Answers to each Master Complaint. Defendants will not be
23 deemed to have waived any rights nor admitted to any allegations against them by relying on the
24 Master Answers to respond to any Future Cases.

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27 ³ The Parties agree that the grouping of particular Plaintiffs together in a standard or Short Form
28 Complaint does not inform whether such Plaintiffs' claims shall be tried together. The Parties
further agree that any disputes about which Plaintiffs' claims shall be tried together, or separately,
are premature until such time as the Parties are scheduling particular claims for trial.

Each Individual Plaintiff Short Form Complaint filing may include multiple households but will include no more than a reasonable number of households, as determined by the Court at the April 17, 2025, Case Management Conference, so as to balance the burden of filing fees associated with thousands of households expected to file with the need to ensure the Court is adequately compensated for processing a large number of incoming pleadings. Such Short Form Complaint for Individual Plaintiffs that include multiple plaintiffs will be organized through the BrownGreer Eaton Fire portal such that the required information enumerated above is pled per household or household equivalent.⁴ Individual Plaintiffs will approach this issue with sensitivity towards conserving judicial resources and ensuring that filings before this Court are streamlined and precise.

III. CROSS-COMPLAINTS

Defendants may file cross-complaints as they choose, consistent with the procedures of the California Code of Civil Procedure.

IV. PARTIES

A. Newly Added Parties

All newly related cases or added Parties shall be bound and regulated by the provisions of this Order. Copies of this and all subsequent Case Management Orders are to be served on all new Parties by the Edison Defendants with the Complaint or Cross-Complaint bringing that party into the action. All Parties appearing in this action after the date of this Case Management Order is entered shall have thirty (30) days to comply with the terms hereof upon receipt of service of this Order, including registration with BrownGreer and submission of a Short Form Complaint.

New parties to the action must comply with the discovery provisions in Section VI, below and provided in future Case Management Orders.

Any new party to this action will have the right to file an objection to the contents of this Order within 30 days of their case being related to the Lead Action.

⁴ For example, a standalone business entity Individual Plaintiff could be included on an aggregated Short Form Complaint filing with an otherwise unrelated family. This Short Form Complaint will list separately the required Notice of Adoption information for the business entity and the family.

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1 **B. Guardian Ad Litem Petitions**

2 Individual Plaintiffs anticipate filing cases on behalf of hundreds, if not thousands of minors,
3 and as a result, anticipate needing to file Guardian ad Litem Petitions in each instance. The Court
4 will appoint a special master for the purpose of reviewing and approving petitions to appoint
5 guardians ad litem. No later than April 15, 2025, the Parties will submit the name of an agreed upon
6 special master for this purpose or, if no agreement is reached, the Parties will submit up to five
7 names for the Court to consider. Individual Plaintiffs will be permitted to file petitions to appoint
8 guardians ad litem and proposed orders by only disclosing the minor's initials and birth year, to
9 avoid the need to file such motions under seal and to expedite the approval process. Individual
10 Plaintiffs shall bear all costs associated with the special master on this issue.

11 **V. MATRICES OF PLAINTIFFS**

12 The Parties propose three separate Matrices of Plaintiffs be kept based upon their plaintiff
13 group as follows:

14 **A. Individual Plaintiffs**

15 Individual Plaintiffs have engaged BrownGreer, PLC, as its third-party data service. In order
16 to balance the goals of maintaining clean data and pleadings, accessible reporting for the Court and
17 Parties and access to justice for all Individual Plaintiffs, Individual Plaintiffs in the consolidated
18 case are required to store data for each Short Form Complaint in BrownGreer and all Individual
19 Plaintiff data would be maintained by BrownGreer. Timing and requirements for the form of the
20 Short Form Complaint are detailed in Section II.B. and Section IV.A., above. As the case proceeds,
21 other Individual Plaintiff specific data will also be maintained by BrownGreer. BrownGreer will
22 provide to the Court reporting in data sets as needed at each given stage of the case.

23 The Individual Plaintiffs will provide to Defendants and the Court updated reports regarding
24 certain data available on BrownGreer on the last day business day of each month. If Defendants
25 require reporting at any other time, or request information outside of normal reporting, and the
26 Individual Plaintiffs object, the Parties shall meet and confer. The Parties will also meet and confer
27 regarding the format of the BrownGreer reports and provide the format in a future Case Management
28 Order by April 15, 2025.

Each firm of record for an Individual Plaintiff or unrepresented litigant is required to sign up with BrownGreer to gain access to the BrownGreer Eaton Fire Portal and will be individually responsible for the payment of applicable BrownGreer fees.

B. Subrogation Plaintiffs

Subrogation Plaintiffs have already coordinated and centrally maintained all of their data and damages documents through a secured FTP. This has been the historic process for the last twenty years and has worked seamlessly with Defendants across countless wildfire cases. Furthermore, all Notices of Adoption have historically been filed with Case Anywhere and maintained by that database effectively. Case Anywhere, upon receiving the Notice of Adoption updates the Master Service List. Subrogation Plaintiffs are not required to use or pay for the use of BrownGreer PLC given they already have and use a system that works for Subrogation Plaintiffs and is acceptable to Defendants. The timing of production of Subrogation Plaintiffs' matrix, including damages for the purpose of sending to Defendants, is addressed in Section VI.G.ii.1, below. Subrogation Liaison Counsel will provide the Court with an Excel spreadsheet listing parent carrier groups, their associated underwriting entities, and their respective counsel upon the filing of any new subrogation complaint.

C. Public Entity Plaintiffs

Public Entity Plaintiffs will produce documents through a secure FTP, a process that has worked seamlessly in past litigations with Defendants. As with the Subrogation Plaintiffs, Public Entity Plaintiff Notices of Adoption shall be filed through Case Anywhere. Public Entity Plaintiffs are not required to use or pay for the use of BrownGreer PLC given the system that is already in place that works for and is acceptable to both Defendants and Public Entity Plaintiffs. The timing of the production of Public Entity Plaintiffs' matrix is discussed in Section VI.G.iii, below. Public Entity Liaison Counsel will provide the Court with an Excel spreadsheet listing all public entities and their respective counsel upon the filing of any new public entity complaint.

1 **VI. DISCOVERY**

2 **A. Stay of Discovery**

3 All discovery is stayed until further discussion with the Court at the April 17, 2025, Case
4 Management Conference. Parties, including putative class counsel, are to meet and confer on a
5 discovery plan in the interim.

6 **B. Preservation of Evidence**

7 The preservation of evidence will be governed by a separate preservation order which will
8 be submitted to the Court on or before the April 3, 2025, Status Conference. Until such time as the
9 preservation order is signed by the Court, the Parties will continue to preserve evidence as ordered
10 in the *Iglesias* matter on February 26, 2025, and consistent with applicable law. Defendants
11 maintain and reserve any objections they have stated with regard to the *Iglesias* preservation order.

12 **C. Discovery Dispute Resolution**

13 Parties agree without the need for a stipulation to use their best efforts to meet and confer
14 remotely or in person to resolve any discovery disputes. Conferences by Zoom, or other
15 videoconferencing methods, or telephone may be conducted when appropriate.

16 Parties also agree without the need for a stipulation that once the Parties have met and
17 conferred and reached an impasse, they shall notify the Court in accordance with the Court's
18 informal discovery conference protocols and procedures. A Party need not obtain permission from
19 the other to declare an impasse, so long as one meet and confer session has been held.

20 **D. Depositions and Document Depository**

21 The Parties will cooperate in the notice and taking of depositions as follows:

22 After following the requirements outlined above, Notices of Deposition will be served via
23 Case Anywhere on all Parties to the Action.

24 All depositions noticed by the Parties will be scheduled through a court reporting service
25 agreed to by the Parties. The Parties are meeting and conferring as to their selection of a service
26 and will provide a related Order to the Court once an agreement has been reached.

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1 **E. PMQ Depositions**

2 The Parties shall serve any Notice(s) of Deposition for any Person Most Qualified (“PMQ”) under CCP § 2025.230 with the date and time to be determined (“TBD”) via Case Anywhere. Within 3 12 business days of the posting of the TBD PMQ notice the receiving party shall provide three 4 alternative dates certain where the deposition may be taken. If the receiving party cannot offer such 5 dates within 12 business days of the posting of the notice, they should provide a good faith basis for 6 the inability to provide such dates, and the Parties shall meet and confer in good faith concerning 7 the timing. The Parties shall also meet and confer in good faith concerning the scope of the TBD 8 PMQ deposition(s), taking into account the opposing party’s objections to the notice, if any.

9 If a reasonable date and time is agreed upon, the noticing Party or Parties shall upload an 10 Amended Deposition Notice (“ANOD”), providing the agreed upon date and time. The noticing 11 Party or Parties reserve the right to seek the Court’s guidance to resolve any outstanding issues 12 related to the scope of the deposition following the completion of the deposition(s). The opposing 13 Party reserves the right to serve objections, if any, to the ANOD per § 2025.410(a) and (b), and to 14 raise objections during the deposition(s) as needed. The Parties agree any documents reviewed by 15 the witness to educate the witness on the topic of the deposition must be produced in response to 16 any deposition notice will be provided three days prior to the start of the deposition, unless the 17 relevant documents were already produced in the litigation. To the extent documents reviewed by 18 the witness to prepare to testify as a PMQ were already produced in the litigation, they shall be 19 identified by bates number(s) three days before the start of the deposition. The Parties agree to meet 20 and confer further regarding procedures to streamline PMQ depositions (e.g., timing of other 21 document productions and disclosing name of PMQ designee).

22 **F. Liability Discovery**

23 In order to provide efficiency, economy, and uniformity in pretrial liability discovery, Liaison 24 Counsel for the Subrogation Plaintiffs, the Individual Plaintiffs, and the Public Entity Plaintiffs shall 25 coordinate to avoid duplicative pre-trial liability discovery to Defendants. Any written discovery or 26 deposition notices served by one Plaintiff group will be deemed cross-noticed by the other Plaintiff 27 groups. All Plaintiff groups will endeavor to avoid duplication or redundancy in numbering or 28

questioning. Counsel for any individual plaintiff can make suggestions to Individual Plaintiff Liaison Counsel that Liaison Counsel undertake certain discovery, but only Individual Plaintiff Liaison Counsel can propound discovery on Defendants for the Individual Plaintiff group, unless counsel for any individual plaintiff obtains permission from the Court.

Similarly, rather than serving each Plaintiff with redundant discovery requests, Defendants shall propound each set of written liability discovery to the Subrogation Plaintiffs, the Individual Plaintiffs, or the Public Entity Plaintiffs as a "Master Set." Plaintiffs shall respond to the Master Set of written discovery jointly by serving a Master Response (i.e., one set of Master Responses for Subrogation Plaintiffs, one set of Master Responses for the Individual Plaintiffs, and one set of Master Responses for the Public Entity Plaintiffs).

Master responses shall be deemed adopted and binding, unless an Individual Plaintiff, Subrogation Plaintiff, or a Public Entity Plaintiff serves an objection to the respective master response within 35 days. Any Plaintiff who serves an objection to any Master Response must serve their own response to the specific discovery requests within 30 days of stating their objection.

Defendants will provide document productions by email via a secured FTP.

G. Damages Discovery

i. Individual Plaintiff Fact Sheets

The Parties will meet and confer on the form of an Individual Plaintiff Fact Sheet and Damages Questionnaire, which will be completed and verified by each Individual Plaintiff – either individually or together with other members of the same household. The Damages Questionnaire will include a list of documents. The Parties will meet and confer regarding timelines for completion and service of completed and verified Individual Plaintiff Fact Sheets and Damages Questionnaires. The Parties will meet and confer regarding the specific format and timing of the Individual Plaintiff Fact Sheets and Damages Questionnaire and will address the same in a future Case Management Order that will be submitted to the Court by April 15, 2025.

ii. Subrogation Damages Discovery

1 **1. Compilation of Claims Damages Data**

2 Subrogation Liaison Counsel shall produce to Defense counsel a compilation of claims
3 damages data, as an Excel spreadsheet, which lists of the names, addresses, policy numbers, dates
4 of loss, claim numbers, amounts paid, and open reserves (as that information is available) as to each
5 of the subrogated claims for which they are seeking reimbursement (hereinafter the "List of
6 Claims"). Subrogation Plaintiffs will provide the first List of Claims within 120 days from the
7 notice of entry of this order. Thereafter, updates will be provided quarterly for the first year and bi-
8 annually thereafter.

9 Because it is an unverified compilation of claims data prepared by counsel, the List of Claims
10 shall be **designated confidential and subject to the mediation privilege**. Defendant recognizes
11 that Liaison Counsel is communicating with other Plaintiffs Subrogation Counsel representing
12 insurers, taking data in different formats, and compiling that data. By producing the List of Claims
13 under the mediation privilege, Subrogation Liaison Counsel does not waive any work product
14 protection or other privilege applicable to the compilation of the List of Claims. This List of Claims
15 produced by Subrogation Liaison Counsel shall not be the subject of formal discovery.

16 The List of Claims, and all updates shall not be verified. However, should verifications be
17 needed, the Parties can meet and confer regarding verified data.

18 **2. No Waiver Regarding Discovery of Claims Damages Data**

19 The fact that the List of Claims is produced subject to the mediation privilege as provided in
20 the previous section does not bar Defendants from obtaining verified or unverified claims damages
21 data directly from each Subrogation Plaintiff subject to the rules of discovery under the California
22 Code of Civil Procedure. Defendants do not waive any rights by accepting receipt of the List of
23 Claims subject to the mediation privilege. No Subrogation Plaintiff can claim that discovery of their
24 claims damages data is barred by their voluntary production of the List of Claims subject to the
25 mediation privilege as provided in the section above.

26 **3. Claim File Production**

27 Subrogation Plaintiffs and Defendant SCE will continue to meet and confer regarding the
28 production of claim files, and anticipate the specifics including the timing, manner of, and

1 production will be the subject of a future Case Management Order, that the Subrogation Plaintiffs
2 and Defendant SCE will submit to the Court within 90 days of entry of CMO No. 1.

3 **iii. Public Entity Plaintiff Damage Discovery**

4 Public Entity Plaintiffs and Defendants will meet and confer on a mutually agreeable process
5 for sharing damages documentation, through a secure FTP. Public Entity Plaintiffs and Defendants
6 will report to the Court on the status of these discussions as part of a future Case Management Order,
7 to be filed within 90 days of the date of this Order.

8 **H. Third Party Discovery**

9 The Parties will attempt to coordinate the service of any Subpoenas Duces Tecum to any third
10 party for production of documents and testimony. Notice of any such subpoena shall be effectuated
11 through Case Anywhere. A copy of any and all documents obtained through subpoenas shall be
12 provided to all Parties within 15 days of receipt, with notice to all Parties as provided herein.
13 Nothing in this Order requires that the Parties agree on any such subpoena, merely that they attempt
14 to coordinate. Any plaintiff party which wishes to serve third party discovery shall comply with the
15 coordination provisions in Section VI.F, above.

16 **I. Electronically Stored Information Protocol**

17 The Parties shall meet and confer and file an Electronically Stored Information Protocol ("ESI
18 Protocol") and [Proposed] Order within thirty (30) calendar days of the Court signing and entering
19 this CMO No. 1. If the Parties cannot come to mutually agreed upon language for a joint an
20 Electronically Stored Information Protocol ("ESI Protocol") and [Proposed] Order, the Parties will
21 submit separate proposals within thirty (30) calendar days of the Court signing and entering this
22 CMO No. 1.

23 **J. Liability-Only Document Repository**

24 Plaintiffs will maintain a shared online Liability-Only Document Repository (the "Liability-
25 Only Repository). The Liability-Only Repository will contain copies of all documents produced by
26 any party or third party related to liability issues in the Eaton Fire Litigation. The documents will
27 be maintained by Plaintiffs' third-party administrator company in the native format and will be text-
28

1 searchable (i.e., OCRRed). The third-party administrator company shall upload each document in the
2 Liability-Only Repository. All documents produced will comply with the terms of the ESI Protocol.

3 **VII. PROTECTED COMMUNICATIONS**

4 The Court recognizes that cooperation among counsel and the Parties is essential for the
5 orderly and expeditious resolution of the Action. The Parties agree that the following
6 communications shall be presumptively subject to California's common interest doctrine, and thus
7 shall not waive the attorney-client privilege or the protection afforded to an attorney's work product:
8 (1) communications between and among Plaintiffs' counsel relating to actions undertaken by such
9 Parties against Defendants/Cross-Defendants and (2) communications between and among counsel
10 for Defendants/Cross-Defendants relating to this litigation.

11 Nothing contained in this provision shall be construed to limit the rights of any party or
12 counsel to assert the attorney-client privilege or attorney work-product doctrine, nor to challenge
13 such an assertion. To be clear, nothing in this provision shall be construed to expand the scope or
14 protection of attorney-client privileged or attorney work-product protection. As among the Parties
15 to these related actions, the fact of communication among Plaintiffs or Defendants/Cross-
16 Defendants, pursuant to this paragraph, shall not constitute evidence of conspiracy, concerted action,
17 or any other wrongful conduct, nor shall it constitute evidence of approval or ratification of any
18 allegedly wrongful conduct by any other party.

19 **VIII. CONFIDENTIALITY**

20 The Parties have met and conferred on a stipulation for an agreed Protective Order. A copy
21 of the Protective Order can be obtained by contacting counsel for Defendants.

22 **IX. CLOSE OF BUSINESS DAY**

23 For purposes of this case, the close of business each day for meeting and conferring and
24 finalizing joint filings is 8:00 p.m.

25 //

26 //

27 //

28

03/17/2025

1 **IT IS SO ORDERED.**

2

3 Dated: March 17, 2025

Laura Seigle
Hon. Laura A. Seigle
Judge of the Superior Court

**EATON FIRE CASES
LEAD CASE: LASC 25STCV000731
PROOF OF SERVICE**

The undersigned certifies and declares as follows:

I am a resident of the State of California and over 18 years of age and am not a party to this action. My business address is 620 Newport Center Drive, Suite 1300, Newport Beach, CA 92660.

On March 17, 2025, a copy of the following document(s):

[PROPOSED] CASE MANAGEMENT ORDER NO. 1

was served on the attached service list of parties and emails.



By Email. by transmitting via e-mail or electronic transmission the document(s) listed above to the parties at the e-mail address(es) attached.

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

Executed on March 17, 2025, at Newport Beach, California.


Kyli Lewis