

PAMELA JANE NYE vs. CALIFORNIA FAIR PLAN – RESOLUTION EFFORT

EXHIBIT #2

COVER LETTER:

Dear Ms. Roach,

I hope this message finds you well.

I have attached 1) an executive summary, 2) a personal letter, 3) supporting chronology regarding the California FAIR Plan wildfire policy and claim, 4) CDI Regulatory oversight request, and 5) a Media Release draft for CFP response.

I am writing to respectfully request your review and assistance in resolving this matter in good faith, without resorting to litigation.

I appreciate the extraordinary pressures facing FAIR Plan and thank you for taking the time to consider my request.

I remain hopeful this can be resolved through executive review and fairness consistent with the Plan's mission.

With respect and appreciation,



Pamela Jane Nye
[Redacted signature]

Pamela Jane Nye / M: [Redacted] / E: [Redacted]

1. EXECUTIVE SUMMARY: Pamela Jane Nye / California Fair Plan Matter

- **Who:** Pamela Jane Nye, 78, retired UCLA Nurse, Associate Professor, UCLA School of Nursing
- **What:** Wildfire claim denied after Calif. FAIR Plan (CFP) accepted and retained renewal premium
- **When:** Renewal paid Oct. 28, 2024; CFP deposited check Nov. 1, 2024; wildfire Jan. 7, 2024
- **Issue:** Policy deemed lapsed despite retained premium; no refund received
- **Risk:** Litigation, regulatory inquiry, negative wildfire survivor publicity optics
- **Request:** Executive reinstatement of policy and claim review on merits
- **Posture:** Cooperative, litigation-averse, good-faith resolution sought

Bottom line:

This is a narrow, fact- and document-supported case in which executive discretion can correct an inequity, honor reasonable reliance, and avoid unnecessary escalation.

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2. PERSONAL LETTER: Claimant Pamela Jane Nye to Victoria Roach, CEO/Calif. Fair Plan

Victoria Roach
CEO, California FAIR Plan Association

Subject: Personal Request for Executive Review Regarding my California FAIR Plan Wildfire Policy Denial

Dear Ms. Roach,

My name is **Pamela Jane Nye**. I am writing to you personally and with deep respect for your leadership role at the California FAIR Plan Association.

For the reasons outlined below, I am contacting you personally to respectfully request your assistance.

In 1999, I purchased what I believed would be my “forever” home—a modest residence set within a forested Palisades environment that I cherished for 25 years. Ownership of this home was possible only because I lived conservatively as a career nurse, guided by **lowa-raised values of discipline, responsibility, and careful financial management**. I budgeted diligently so I could afford to live in—and responsibly insure—a high-risk wildfire area.

On **January 7, 2024**, I became a victim of the Palisades wildfire. My home and all of its contents were completely destroyed. Although my heart was broken, I initially felt a measure of relief knowing that I had made prudent insurance decisions and that my **2024–2025 wildfire coverage had been renewed**, including coverage through the California FAIR Plan.

That sense of relief vanished when I contacted FAIR Plan to report my claim and was told I had “no active policy,” that my policy had allegedly **lapsed and been canceled on October 15, 2024**.

I was surprised—but not immediately alarmed—because I was confident there must be an error. I pay my bills systematically on the day they are received, without exception. My bank records confirm that I **wrote and mailed my FAIR Plan renewal check on October 28, 2024**, and that FAIR Plan **received and deposited that payment on November 1, 2024**.

A FAIR Plan representative later told me that a **“refund had been issued” on November 6, 2024**, yet there is **no record of that refund ever being mailed, received, deposited, or cashed**. FAIR Plan records, however, do confirm that my **renewal premium was accepted and retained**, and remains retained to this day—while my claim has been denied and my policy treated as nonexistent.

My **25-year history of timely payments**, supported by bank documentation, reflects the same financial discipline that allowed me to responsibly maintain insurance coverage year after year. In short, I paid my renewal premium; FAIR Plan accepted and kept it, yet the coverage I paid for has been denied.

At **78 years of age**, I never imagined I would need to appeal directly to the President of FAIR Plan. I was **raised in Iowa**, where the values of fairness, personal responsibility, and honoring one’s word were foundational. Those values guided my life and career, including decades as a **registered nurse** and currently as an **Associate Professor at the UCLA School of Nursing**, where integrity and accountability were not abstract concepts but daily professional obligations.

After exhausting ordinary administrative channels, I am left with no alternative but to respectfully request your **executive review and intervention** in a matter causing profound personal, financial, and emotional harm.

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My **FAIR Plan wildfire policy was denied** after my home was destroyed due to an alleged **lapse in coverage**. Yet despite this alleged lapse, FAIR Plan **accepted and retained my full annual renewal premium**. I was never notified that my coverage was not in force, nor was my payment rejected, refunded, or otherwise flagged in a way that would have alerted me to any coverage failure.

The consequences of this denial have been devastating. Beyond the loss of my home, I have endured the additional trauma of being told that coverage I reasonably believed to be in place—because payment was accepted and kept—would not be honored.

I relied, in good faith, on the acceptance of that payment as confirmation that my wildfire coverage was active—particularly critical given California’s wildfire realities and FAIR Plan’s role as the insurer of last resort. And throughout my career—as a nurse, educator, and advocate—I have acted in good faith and taught others to do the same. I trusted FAIR Plan to operate under those same principles.

I want to be very clear: I am not asking for special treatment. I am asking for **fair treatment**. And I am **actively seeking to avoid litigation**. And while legal remedies have been recommended and offered to me, I believe strongly that this matter can and should be resolved through **executive-level review and equitable correction**, rather than through protracted legal proceedings that serve no one well. Moreover, I am not asking for special treatment. I am asking for **fair treatment**.

Specifically, I respectfully request that you:

- Authorize a **senior-level review** of my policy history, premium acceptance, and notice records
- Evaluate whether equity, consumer-protection principles, and FAIR Plan obligations support **reinstatement of coverage**
- Consider whether executive discretion is appropriate to **override the denial** and allow my wildfire claim to proceed on its merits

I understand the immense pressures currently facing FAIR Plan and the broader California insurance system. Still, I believe this situation represents precisely the kind of exceptional circumstance where **leadership intervention can prevent unnecessary harm and avoid unnecessary litigation**.

I would be deeply grateful for your involvement or for the designation of a senior executive under your authority to review this matter promptly. I am available at any time and will gladly provide any documentation needed. Accordingly, I respectfully ask that you authorize a senior-level review of my policy history and payment records, **reinstate my wildfire policy**, and allow my claim to be evaluated on its merits consistent with the coverage I paid for and reasonably relied upon.

Most sincerely,



Pamela Jane Nye / M: [REDACTED]

/ E: pam@fairplan.org

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3. SUPPORTING CHRONOLOGY: Regarding California FAIR Plan wildfire policy and claim.

Policyholder: Pamela Jane Nye

Property: Pacific Palisades, CA

TIMELINE

- **1999** – Nye purchased an
- d occupied her Palisades residence
- **1999–2024** – Maintain continuous homeowner’s insurance; no history of late payments
- **2024 (Fall)** – Received FAIR Plan renewal notice for 2024–2025 wildfire coverage
- **October 28, 2024** – Renewal check written and mailed (bank-verified)
- **November 1, 2024** – FAIR Plan received and deposits renewal premium (bank-verified)
- **November 6, 2024** – FAIR Plan claims a “refund issued” (no proof of mailing, receipt, or deposit)
- **January 7, 2024** – Palisades wildfire destroys Nye’s home and contents
- **Post-Loss** – FAIR Plan states policy “lapsed October 15, 2024.her ”
- **Present** – FAIR Plan retains Nye’s payment; claim denied; no refund received

UNDISPUTED FACTS

- **Nye paid her annual premium**
- FAIR Plan **accepted Nye’s payment**
- FAIR Plan **retained and still retains** Nye’s payment
- No evidence of **refund mailing**
- No evidence that NYE **received, deposited or cashed a refund**
- FAIR Plan **denies Nye’s claim after the loss, knowing it kept and still retains** Nye’s policy payment

RELIEF REQUESTED

- Executive review
- Policy reinstatement
- Claim evaluation on merits
- Resolution without litigation

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5. SETTLEMENT / RESOLUTION PATHWAY

Ms. Nye proposes the following pathway to resolve this matter without litigation, regulatory escalation, or public dispute:

1. Policy Reinstatement -- Reinstatement of Ms. Nye’s California FAIR Plan wildfire policy for the 2024–2025 term based on accepted and retained premium.
2. Claim Evaluation on Merits -- Administrative reopening and evaluation of the wildfire claim consistent with reinstated coverage.
3. No Admission of Fault -- Resolution may be executed without admission of wrongdoing by either party.
4. Mutual Closure -- Upon resolution, Ms. Nye agrees the matter is concluded, absent future disputes.

This framework preserves FAIR Plan resources, avoids adverse precedent, and fulfills FAIR Plan’s role as an insurer of last resort acting in equity and good faith.

5. DRAFT NEWS RELEASE: *California FAIR Plan Denies Senior-Age Nurse’s Palisades Wildfire Claim for Non-Payment - Nurse Fights Back Using Obtained Records Exposing CFP Received and Kept Her Renewal Premium Payment and Withholding Claim Requested Documents.*

Jan. 7, 2026, Pacific Palisades, California -- [Pamela Jane Nye](#) is a senior-age (78) nurse who spent her 3-decade career caring for others.

Born and raised in Cedar Rapids, Iowa, Nye was raised with strong values of responsibility and fairness. This Iowa-nice upbringing eventually led to Nye’s global acclaim as a registered Clinical Nurse Specialist, system-wide nurse education mentor at UCLA Medical Center, an Associate Professor at the UCLA School of Nursing, and Founder/CEO of Operation Scrubs, Inc., a 501 (c)(3) nonprofit providing tuition-free continuing nurse education, advanced nursing education scholarships for working nurses, and positive nurse image advocacy worldwide.

For 25 years, Nye lived modestly in a forested Pacific Palisades condominium she believed would be her “forever home.” On January 7, 2024, that home was destroyed in the California Pacific Palisades wildfire.

Although devastated, Nye initially felt relief knowing she had done everything: maintained insurance coverage, renewed her policies, and paid her premiums. That relief feeling disappeared when she was told her California FAIR Plan wildfire policy was “not active,” even though FAIR Plan had accepted and retained her renewal payment.

Bank records confirm that Nye mailed her annual renewal payment and that FAIR Plan accepted and deposited it. She was later told the payment was late, her policy had been cancelled, and a refund had been issued. Nye

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asserts that FAIR Plan received and retained her policy payment since Nov. 11, 2024, and has not provided any evidence of a refund mailing, receipt, deposit, or cashing.

Legal entitlement notwithstanding, Nye says she is not seeking special treatment—only fairness, and she’s asked California Fair Plan’s CEO, Victoria Roach, for an executive review, reinstatement of the policy she paid for, and evaluation of her claim on its merits.

Importantly, Nye is seeking to resolve the matter **without litigation**, hoping leadership intervention can prevent unnecessary legal conflict and further hardship for a wildfire survivor who acted in good faith.

If FAIR Plan’s CEO rejects Nye’s resolution offer, Nye says she’ll take her cause to the CFP Board of Directors and the California Department of Insurance.

Additional details and photographs can be viewed on Nye’s <https://sychoa.org> website.

News Media: For [Pamela Nye](#) interviews, send an email request to [REDACTED]

Nye’s current/temporary residence is Huntington Beach, CA 92646.