

Date of Hearing: April 20, 2026

ASSEMBLY COMMITTEE ON BANKING AND FINANCE

Avelino Valencia, Chair

AB 1847 (Harabedian) – As Introduced February 11, 2026

SUBJECT: Mortgage forbearance: state of emergency: wildfire

SUMMARY: Specifically, **this bill:**

- 1) Would extend the period of mortgage forbearance under AB 238 to 36 months.
- 2) Extend the latest possible deadline for a borrower's request for forbearance to January 7, 2029.
- 3) Unless otherwise prohibited, require a mortgage servicer to offer the borrower the option to defer repayment of forbore amounts to the end of the loan term, through a loan deferral or comparable loss mitigation option as specified.

EXISTING LAW:

- 1) Defines "wildfire disaster" to mean the conditions described in the proclamation of a state of emergency issued by Governor Gavin Newsom on January 7, 2025, or the federally declared disaster, declared on January 8, 2025, related to the Eaton Wildfire, the Palisades Fire, and the Straight-line Winds. California Civil Code (Cal.Civ.Code) section 3273.21(f).
- 2) Permits a borrower who is experiencing financial hardship that prevents them from making their mortgage payment as a direct result of the wildfire disaster to request forbearance on their residential mortgage loan by doing both:
 - a) Submitting a request to their servicer before the earlier of i) six months after the date upon which the wildfire disaster declared on January 7, 2025 is terminated, or ii) January 7, 2027; and
 - b) Affirming that the borrower is experiencing a financial hardship due to the wildfire disaster. Cal.Civ.Code section 3273.23.
- 3) Requires a mortgage servicer to provide a borrower notice of forbearance approval within 10 business days of the request for forbearance. Cal.Civ.Code section 3273.23(c).
- 4) Requires a mortgage servicer to offer mortgage payment forbearance for a period of up to an initial 90 days, which shall be extended at the request of the borrower in 90-day increments, up to a maximum forbearance period of 12 months. Cal.Civ.Code section 3273.23(b).
- 5) Specifies that a mortgage servicer acting under delegated authority to make forbearance determinations on behalf of investors is not in violation if it denies a forbearance request if it provides written notice to the borrower stating the specific reason for denial. The notice must contain the both of the following:
 - a) A clear and concise explanation of the specific investor provision that is the basis for the denial, and

- b) The text of the specific investor guideline or contractual provision that is the basis for the denial of the borrower's forbearance request. Cal.Civ.Code section 3273.23(d).
- 6) If the written notice provided in #3 cites any curable defect in the borrower's request, the mortgage servicer must do all of the following:
- a) Specifically identify any curable defect in the written notice.
 - b) Provide 21 calendar days from the mailing date of the written notice for the borrower to cure any identified defect.
 - c) Accept the borrower's revised request for forbearance before the 21-day period described in paragraph (b) lapses, and
 - d) Respond to the borrower's revised request within five business days of receipt of the revised request. Cal.Civ.Code section 3273.23(e).
- 7) Prohibits late fees during the period of forbearance required by this section and prohibits the mortgage servicer from charging the borrower a default rate of interest. Cal.Civ.Code section 3273.23(g).
- 8) Requires a mortgage servicer, no later than 30 calendar days before the end of an initial forbearance period, to provide written notice to the borrower disclosing both of the following:
- a) Any documentation or forms that the mortgage servicer requires the borrower to furnish or complete to be considered for an additional period of forbearance, and
 - b) A description of the deadlines and timelines associated with considering the borrower for an additional period of forbearance. Cal.Civ.Code section 3273.23(h).
- 9) For accounts granted disaster-related mortgage payment relief pursuant to this title, a mortgage servicer shall not furnish information during the forbearance period indicating that the payments are in forbearance and shall do either of the following:
- a) Report the credit obligation or account as current.
 - b) If a borrower was delinquent before the disaster-related forbearance plan, the mortgage servicer shall:
 - i) Maintain the delinquent status during the period in which the plan is in effect, or
 - ii) If the consumer brings the account current during the forbearance period, report the account as current. Cal.Civ.Code section 3273.23(i).
- 10) Prohibits a lump sum payment from a borrower who was current on the residential mortgage loan when the borrower entered forbearance. Cal.Civ.Code section 3273.24(c).
- 11) During the time of forbearance granted pursuant to this title, a mortgage servicer shall not initiate any judicial or nonjudicial foreclosure process, move for a foreclosure judgment or

order of sale, or execute a foreclosure-related eviction or foreclosure sale if the borrower is performing pursuant to the terms of the forbearance. Cal.Civ.Code section 3273.25.

- 12) With respect to a federally backed loan, a person shall not be held liable for a violation of this title if compliance with this title conflicts with the servicing guidelines applicable to the federally backed loan. Cal.Civ.Code section 3273.27(a).
- 13) With respect to a residential mortgage loan that is not a federally backed loan, a person shall not be held liable for a violation of this title if compliance with this title conflicts with the servicing guidelines issued by Fannie Mae or Freddie Mac..
 - a) For purposes of this section, “conflicts with” means that it is impossible to comply with this title and the person’s obligation under the applicable servicing guidelines. Cal.Civ.Code section 3273.27(b)
- 14) Requires the Department of Financial Protection and Innovation to post all of the following on its website:
 - a) Links to the provisions of servicing guidelines pertaining to disaster-related forbearance relief for federally backed loans.
 - b) A summary of Fannie Mae and Freddie Mac guidance to assist borrowers in understanding their forbearance programs, and
 - c) A dedicated telephone number for borrowers seeking assistance. Cal.Civ.Code section 3273.28.

FISCAL EFFECT: Unknown. This bill is keyed Fiscal by Legislative Counsel.>

COMMENTS:

1) Purpose

According to the Author

“The Eaton and Palisades wildfires displaced nearly 192,000 people and forced many into prolonged recovery with insurance delays, rebuilding challenges, and financial strain. AB 1847 extends the Mortgage Forbearance Act for an additional two years to ensure these homeowners can delay mortgage payments without penalties or foreclosure risk. This bill provides critical stability and supports equitable recovery for disaster impacted families still working to rebuild their homes and lives. By preventing unnecessary foreclosures, it also protects long term community stability and helps preserve neighborhoods affected by these devastating fires.

Arguments in Support

“While AB 238 provided critical initial relief, recovery from these fires has taken far longer than anticipated. Many families remain displaced due to insurance delays, permitting backlogs, labor shortages, and escalating rebuilding costs. In many cases, mortgage payments are resuming even though homes remain uninhabitable.

AB 1847 provides necessary continuity and stability by extending existing forbearance protections, ensuring that families are not forced into foreclosure or financial hardship while they work to rebuild. This extension recognizes the realities of disaster recovery and protects homeowners through no fault of their own.”-- California State Council of Service Employees International Union (SEIU California)

Arguments in Opposition

“While offering up to three years of forbearance may appear beneficial, it presents serious unintended consequences that could ultimately harm borrowers. At the conclusion of an extended forbearance period, homeowners generally face three options: (1) a loan modification, (2) deferral of all missed principal, interest, taxes, and insurance to the end of the loan term, or (3) a lump-sum repayment, which is rarely feasible.

In practice, most borrowers receive either a modification or deferral. A modification capitalizes missed payments into the remaining balance, often increasing the monthly payment, potentially beyond what a financially distressed borrower can afford. A deferral, while avoiding an immediate payment increase, creates a sizable balloon balance at maturity and may significantly reduce equity, particularly for borrowers with low down payments, potentially placing them underwater.

These scenarios are likely to create borrower confusion, financial stress, and long-term instability. Additionally, overlapping or conflicting forbearance programs may inadvertently expose borrowers to predatory practices or scams, as bad actors exploit confusion in the marketplace. Extended forbearance could also impact borrowers’ credit profiles, potentially making it more difficult for them to access future credit or refinance their loans.

Beyond these borrower-level impacts, implementing extended forbearance outside of existing federal and private mortgage servicing standards introduces significant legal, operational, and financial challenges. Mortgage servicers must comply with federal regulations, investor requirements, and contractual obligations. Requiring servicers to advance monthly payments, taxes, and insurance to investors during prolonged forbearance periods could also place smaller and local banks at significant risk of insolvency, potentially resulting in bankruptcy, receivership, or even liquidation. Mandates that conflict with these obligations risk creating investor disputes, raising constitutional contract issues, and generating additional unintended harm to consumers. It is important to note that federal law preempts local mandates under the Supremacy Clause of the U.S. Constitution. Any attempt to impose requirements that conflict with federal servicing guidelines or investor agreements could be rendered unenforceable.”-- California Bankers Association

2) Background

The January 2025 wildfires in the Los Angeles area, often referred to as firestorms due to the intense hurricane-force winds that helped the fires quickly spread, destroyed more than 17,000 structures and has led to widespread hardship for victims and the surrounding communities.

On January 18, 2025, Governor Gavin Newsom announced “commitments from major lenders to provide firestorm survivors with forbearance relief.”¹ Under these commitments, qualified borrowers could receive 90 days of forbearance with no lump sum payment at the end of the period under a streamlined request process,² relief from mortgage-related late fees accruing during the forbearance period for 90 days, protection from new foreclosures or evictions for at least 60 days, and no reporting of late payments of forborne amounts to credit agencies. Less than a week later on January 23, 2025, the Governor’s office announced that the same commitment was adopted by additional financial institutions, and mortgage servicers³. The commitments were made by 270 state-chartered institutions, with collaboration from the California Bankers Association, the California Credit Union League, and the California Mortgage Bankers Association.

3) Understanding the impact

According to data provided by Intercontinental Exchange, Inc. (ICE) more than 17,000 single family homes and condos were in the direct path of the recent Palisades and Eaton wildfires, with underlying values exceeding \$45 billion.⁴ Roughly one-third of that value is tied to structures which were severely damaged or destroyed by the recent fires. More than 13,000 (>70% of) homes in the path of the recent fires have an active mortgage, with aggregate outstanding debt of roughly \$11 billion. More than 6 in 10 affected mortgages are portfolio-held loans, with Government Sponsored Enterprise (GSE) mortgages (Fannie Mae and Freddie Mac) accounting for another one-third according to ICE mortgage performance data.⁵ 18% of mortgages affected by the Palisades fire are in GSE securities, with a minimal share of FHA or VA mortgages, while roughly half of mortgages in the Eaton area are held in GSE securities.

Further review of monthly reported mortgage data for February 2025 revealed a -4.8% and -4.7% change in mortgage payments in the wildfire zones of Eaton and Palisades respectively compared to -0.6% for California as a whole, and -1.0% for Los Angeles. However, this data reflects mortgage payments collected before the 17th of the month with the fires starting on January 7; it is likely that a portion of payments were not impacted by the fires for this reporting period. Thus the monthly reported data for March 2025 better represents wildfire impact on mortgage payments across all affected survivors as February payments came due approximately three weeks after the outset of the fires. While California as a whole reported a +0.2% change in mortgage payments received by the 14th business day of the month and Los Angeles reported -0.1%, Eaton and Palisade wildfire zones reported -16.7% and -23.9% respectively.⁶

4) AB 238 The Mortgage Forbearance Act

On January 13, 2025, AB 238 co-authored by Assemblymembers Harabedian and Irwin, was introduced to codify similar terms of the commitment announced by the Governor on January 18,

¹ <https://www.gov.ca.gov/2025/01/18/governor-newsom-announces-commitments-from-major-lenders-to-provide-firestorm-survivors-with-mortgage-relief/> . Last visited 3/17/2026.

² The Governor’s press release referred to a streamlined process as requesting initial relief without submitting forms or documents.

³ <https://www.gov.ca.gov/2025/01/23/governor-newsom-announces-commitments-from-state-banks-and-credit-unions-to-provide-mortgage-relief-for-firestorm-survivors/> Last visited 3/17/2026.

⁴ Intercontinental Exchange, Inc. Mortgage Monitor Report- February 20225 at page 7.

⁵ *Id.*

⁶ Intercontinental Exchange, Inc. Mortgage Monitor Report- March 20225 at page 6.

2025. Given the nature of the subject matter, AB 238 was introduced as an urgency measure to take effect immediately upon enactment, opposed to the standard default effective date of January 1 of the following year for non-urgency bills.

Industry stakeholders engaged in the legislative process with the author to collaborate on a final bill that would be inclusive, immediately actualized, and not impede federal contractual obligations for some lenders.

5) Agency Support

The Department of Financial Protection and Innovation's (DFPI) Consumer Services Office established a dedicated task force to manage complaints and support consumers throughout the dispute resolution process. Since January 2025, DFPI has received 233 consumer complaints regarding mortgage forbearance. 224 of those complaints were resolved, with 9 still in review, and 207, or 92%, were resolved in the consumer's favor.⁷ The DFPI has also provided easily accessible flyers on mortgage relief resources and fraud and scam prevention for consumers on its website.

The DFPI has created a hub dedicated to mortgage relief information for consumers including providing a list of lenders and servicers committed to providing additional relief, information for Fannie Mae and Freddie Mac disaster relief, help with any mortgage issues, renters' rights, and emergency housing.⁸

6) One year After the Firestorms—and Outcome Reviews Learning

According to the most recently available data from the Department of Insurance, a total of 42,121 insurance claims have been filed in relation to these fires. 39,677 insurance claims have been partially paid, with \$22.4 billion claims paid as of November 2025. However, in January 2026, CalMatters reported that survivors are facing more downstream issues such as delayed or denied insurance claims and rise in insurance premiums. Seven in ten survivors have yet to return home a year after the firestorms.⁹

On March 20, 2026, this committee held an Outcomes Review Hearing¹⁰ at Pasadena City College to hear directly from survivors and community supporters who provide aid to impacted families, as well as representatives from the DFPI, the California Bankers Association, and the California Residential Mortgage Lenders. Relating to this bill, survivors shared a common appeal for forbearance, not forgiveness. Many survivors spoke about the difficulty with the process of obtaining and maintaining forbearance.¹¹ Despite the financial uncertainty,¹² foreclosure would be a devastating financial loss on top of the new expenditures for displacement. Many survivors

⁷ <https://dfpi.ca.gov/lafires/response/> Last visited 3/17/2026.

⁸ dfpi.ca.gov/LAFires. Last visited 3/18/2026.

⁹ La, L. (2026, January) Southern California fires: One year late. CalMatters. <https://calmatters.org/newsletter/southern-california-fires/> Last visited April 11, 2026.

¹⁰ On November 20, 2025, California Assembly Speaker Rivas announced an initiative to examine the impact of past policy measures and increase legislative accountability. <https://speaker.asmdc.org/press-releases/20251120-speaker-rivas-announces-first-its-kind-outcomes-review-legislative>. Last visited 3/15/2026.

¹¹ These experiences are discussed in the analysis for AB 1842, a bill to develop a statewide emergency mortgage forbearance act.

¹² Nearly all survivors described receiving a repayment of plan for cascading payments, remodification that would extend the term significantly, or a lump sum.

shared their fears about managing mortgage payments and rent payments as both forbearance and insurance-paid additional living expenses (ALE) ends.

7) Examining Rebuilds of Other Recent Disasters

The benefit of hindsight can provide some guidance as to reasonable expectations for rebuilding a residential community after a natural disaster. These are some recent disasters of various types and locations throughout the state and the process of rebuilding.

a) *Planada Flood (2023):*

- i) **Losses:** More than half (52%, 461 of 891 surveyed) of Planada households reported property loss. Of the 461 households that experienced flooding, 74% (340) lost property inside their home. This included anything from furniture and beds to electrical wiring for lights or the foundation of the home. An additional 7% (30 households) did not lose property in their home, but still lost a vehicle.¹³
- ii) **Rebuild:** \$20 million secured in FY 2023-2024 State Budget for flood recovery. As of Jan. 23, 2026, three years after the flood, \$13.7 million has been paid in direct assistance to residents for lost wages, business and housing repairs, a total of 1,337 claims. 133 home repair applications have been completed and 44 more moving through the process. The goal of Merced County is to complete repair work by June 2026.¹⁴

b) *Camp Fire (2018)*

- i) **Losses:** 85 lives lost.¹⁵ The community of Concow and the town of Paradise lost an estimated 95% of their buildings. Across the affected areas, nearly 19,000 buildings were destroyed, most of them homes, along with five public schools in Paradise, a rest home, churches, part of Feather River hospital, a Christmas tree farm, a large shopping center, several fast food chains, and numerous small businesses.¹⁶
- ii) **Rebuild:** As of 2026, seven years later, approximately 40% of the Paradise housing has been restored and the population has grown to more than 11,000, compared to 26,000 before the fire.¹⁷

¹³ “Disaster Response: The Planada Flood, Federal Policy Gaps, and Unmet Community Needs” *University of California Merced, Community and Labor Center* (May, 2023)

¹⁴ McEwen, L. (2026, February 11) “Three years after devastating floods, Planada residents still inching toward ‘normal’” *SJV Water*. <https://sjvwater.org/three-years-after-devastating-floods-planada-residents-still-inching-toward-normal/>. Last visited April 8, 2026.

¹⁵ The Camp Fire Public Report: A Summary of the Camp Fire Investigation (Report). *Butte County District Attorney*. June 16, 2020. Last visited April 8, 2026.

¹⁶ “Camp Fire devastates Paradise near Chico – businesses, church, numerous homes burn”. *San Francisco Chronicle*. November 8, 2018. Last visited April 8, 2026

¹⁷ Cortez, D. (2025, November 8). “Paradise rebuilding efforts continue 7 years after Camp Fire”. *KCRA3*. Last visited April 8, 2026.

c) **Woolsey Fire (2018)**

- i) **Losses:** 3 lives lost. 1,643¹⁸ homes and businesses in L.A. and Ventura Counties destroyed.
- ii) **Rebuild:** As of September 20, 2025, approximately 45% of the 488 homes in Malibu that were destroyed have been fully rebuilt.¹⁹

Examination of this history led to discovery of an academic report on the exact issue. The report made the following relevant findings:

Regarding factors that affect rebuilding, the study²⁰ showed:

- a) There are meaningful differences between neighborhoods where homes were rebuilt and those where they were not. In particular, homes that were rebuilt tend to be in more populated areas with newer housing stock, while homes that were not rebuilt tend to be in higher-income areas.
- b) One of the strongest predictors of home rebuilding is population density. Homes in neighborhoods with higher populations, more single-family homes, and higher home values are all associated with a greater likelihood of rebuilding. Neighborhoods with a lower probability of rebuilding tend to have a larger retirement-age population and older housing stock, although some of these estimates are inconsistent across data points.
- c) Interestingly, homes in higher-income areas are less likely to be rebuilt, which is somewhat counterintuitive but could reflect a greater reliance on insurance settlements or stricter environmental review processes.
- d) The Woolsey Fire, which offers the closest comparison to the Palisades and Eaton fires geographically, shows just how slow rebuilding can be when permitting delays, underinsurance, and financial straits coincide. In the Woolsey case, more homes were rebuilt in the fourth year following the fire, a stark contrast to other fires, such as Atlas and Carr, where rebuilding began at a brisk pace the following year.

8) Additional Policy Considerations

This bill extends a forbearance intervention that would apply to mortgage servicers of both conforming and nonconforming loans. While the prior underlying legislation is modeled after the successful federal CARES Act, the situation facing fire victims is different than the pandemic and thus may call for a modified approach. The author may wish to consider the following issues as the bill moves forward:

¹⁸ "Woolsey Fire Incident Update". *Los Angeles County Fire Department*. Archived from the original on November 12, 2018. Last visited April 8, 2026.

¹⁹ <https://malibupermits.ci.malibu.ca.us/WoolseyRebuildStats.aspx?returnId=901>. Last visited April 8, 2026.

²⁰ "Burned, Sold, and Rebuilt? The Long Road to Recovery After California Wildfires" *Pepperdine University Beacon Economics*. (January, 2026)

a. Confusion Around Qualifying Mortgages

Unlike the COVID-19 era forbearance, there is not a federal law requiring streamlined and automatic forbearance for fire victims. And, most servicers are subject to GSE (government-sponsored enterprise) guidelines that were agreed to when a GSE backed a loan, and these guidelines outline how a servicer may offer forbearance during a natural disaster. The potential differences between the GSE guidelines and AB 1847's requirements mean that in some situations, servicers could be forced to choose between complying with state law or with guidelines that were agreed to as part of the GSE backing process.

It is unclear how significant or common these conflicts will be, and after seven months of implementation as of the date of this writing, this information is still unknown. For example, AB 1847 could make it difficult for servicers to comply with GSE documentation or borrower communication requirements, such as the requirement that a servicer must attempt to achieve "quality right party contact," which is a process to determine the reason for the forbearance request and whether or not the borrower has the ability to repay the mortgage loan debt. AB 1847's simple attestation, meant to streamline and automate requests, may not satisfy the GSE quality right party contact requirement.

As another example, Fannie Mae does not allow forbearance to extend a loan's total delinquency beyond 12 months. Thus, if the borrower was already delinquent prior to the forbearance agreement, then the forbearance period must be shorter than 12 months. AB 1847, in contrast, could require a servicer to provide an additional 12 months of forbearance to a loan that is already delinquent, meaning that total delinquency could extend past the 12-month cap under the GSE guidelines.

In consideration of this committee's prior analysis, the author provided clarification to both the underlying AB 238 and this, AB 1847:

"If the mortgage servicer, acting under delegated authority to make forbearance determinations on behalf of the investor, denies a forbearance request within the maximum allowable forbearance period of 36 months pursuant to subdivision (b), the mortgage servicer shall not be in violation of this section if the mortgage servicer provides written notice to the borrower stating the specific reason for denial. The notice shall include both of the following:

(1) A clear and concise explanation of the specific investor provision that is the basis for the denial.

(2) The text of the specific investor guideline or contractual provision that is the basis for the denial of the borrower's forbearance request."

However, all ten testimonial witnesses at the Outcomes Review Hearing shared their experience navigating a twisting and confusing process to request forbearance. Of the many that were denied, none received documentation that meets the requirements in the above provision. Additional comments from community members bore a common thread of frustration over being rerouted over multiple calls and letters. Industry stakeholders echo the same sentiment, there are concerns of public confusion over which mortgages qualify under AB 238 and will continue to do so under AB 1847.

b. There may be misuse by some borrowers.

Concerns of misuse by some borrowers was raised in AB 238, and again for AB 1847. The combination of the simple attestation, the automatic approval, and a prohibition on interest accruing during the forbearance period means that some borrowers who do not face financial hardship would nevertheless strategically pause mortgage payments for a financial gain. However, as many witnesses shared, and as reported in detail by the LA Times²¹, AB 238 and AB 1847 forbearance is not COVID era forbearance by any means. Unlike COVID era forbearance,²² there are no guidelines or requirements on repayment, other than the prohibition of lump sum payment upon termination of forbearance. Still, many borrowers reported receiving statements for a lump sum payment, as well as loan modification, which indeed lowered interest, but extended the mortgage terms by 15 years.

And for many survivors, their additional living expense (ALE) coverage is soon to expire (January 2027).²³ Consequently, survivors will face the concurrent burden of rent and mortgage payments. Routine daily expenditures, frequently overlooked in the wake of a disaster, introduce further financial strain; for instance, the destruction of home appliances necessitates per-load laundry costs, while the loss of a previously owned vehicle in an automobile-dependent environment creates new financing liabilities when insurance settlements fall short of replacement values. These looming financial realities coupled with unknown and significantly burdensome repayment terms makes forbearance a strings-attached, temporary hardship mitigator that is the lesser of limited costly options for displaced borrowers.

Prior to the Outcomes Review Hearing, a frequently used outsider's view that no one wants to pay a mortgage on a home that isn't standing seemed like a plausible driver for seeking an extension of forbearance. However, the survivors' experiences conveyed a sense of firmly grasping onto their mortgage responsibilities as if laying claim to their vacant lot during a forced displacement. In this chief consultant's firsthand impression at the hearing, the witnesses want to return to their communities and appear to be saving as much money as possible to put towards rebuilding, with some moving out of state entirely to be spared the high costs of California rent.

c. Extended Forbearance is a very Onerous on Services, Especially Small Servicers

For GSE loans, during an emergency-related forbearance stemming from a federally declared emergency, mortgage servicers are generally required to advance payments to investors for a limited period—often up to four months—even if they do not receive them from borrowers in forbearance. However, no such limitation exists for servicers of GSE loans who provide state-declared emergency forbearance for its borrowers. As a result, the servicer continues to make payments to the investors on behalf of the borrower during the forbearance period when the emergency is not a federally-declared emergency. An extension of forbearance is financially

²¹ See They lost their homes in the L.A. wildfires. Now they can't get the mortgage relief the state promised" *Los Angeles Times*, Laurence Darmiento, December 15, 2025.

²² During COVID under the CARES Act, borrowers of federally held mortgages could pause or reduce payment for their loans for up to 18-24 months due to hardship. One of the most popular repayment options was deferment in which missed payments are moved to the end of the loan term, payable upon selling, refinancing, or maturing.

²³ In the event of a covered loss relating to a state of emergency, as defined in Section 8558 of the Government Code, coverage for additional living expenses shall be for a period of no less than 24 months from the inception of the loss, but shall be subject to other policy provisions. Insurance Code, section 2060(b)(1).

strenuous, especially on smaller servicers who operate in California where underlying mortgages are already high.

Continued forbearance extensions will invite legal challenges from lenders and mortgage servicers as the financial strains continue to spread across all parties affected by the fires.

REGISTERED SUPPORT / OPPOSITION:

Support

Last verified 4/15/26

American Federation of State, County and Municipal Employees, Afl-cio
California Charter Schools Association
California Community Foundation
California Professional Firefighters
California State Council of Service Employees International Union (seiu California)
Cft – a Union of Educators & Classified Professionals, Aft, Afl-cio
Consumer Attorneys of California
Consumer Watchdog
Eaton Fire Survivors Network (UNREG)
Los Angeles County
Los Angeles; City of
Rise Economy
University of California Student Association

Opposition

Last verified 4/15/26

Cal Chamber
California Association of Realtors
California Bankers Association
California Business Roundtable
California Community Banking Network
California Mortgage Association
California Mortgage Bankers Association
California's Credit Unions

Analysis Prepared by: Desiree NguyenOrth / B. & F. / (916) 319-3081