

1 Merritt David Farren (SBN 119721)  
2 26565 West Agoura Rd  
3 Suite 200  
4 Calabasas, CA 91302  
5 (818) 474-4610  
6 merritt.farren@farrenLLP.com

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Petitioner

BEFORE THE INSURANCE COMMISSIONER OF  
THE STATE OF CALIFORNIA

In the Matter of the Request for Finding of )  
Eligibility to Seek Compensation of: Merritt )  
David Farren )

**MERRITT DAVID FARREN’S REQUEST  
FOR FINDING OF ELEIGIBILITY TO  
SEEK COMPENSATION**

[Ins. Code §1861.10; Cal. Code Regs, tit. 10,  
§ 2662.2]

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Petitioner Merritt David Farren, acting as the sole member of Farren Law LLP, a California limited liability partnership (“Petitioner”), hereby respectfully requests a finding of eligibility to seek compensation in connection with proceedings and other matters before the California Department of Insurance (“CDI”), including, without limitation, insurance rate approval proceedings and consideration and implementation of regulations and legislation governing provision of insurance protection in the State of California. Petitioner makes his request pursuant to California Insurance Code section 1861.10 and California Code of Regulations, Title 10, section 2662.2. Petitioner’s

1 request is based on the facts set forth herein, the attached exhibits, and the accompanying verification  
2 of Petitioner.

3  
4 PETITIONER

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6 Petitioner is a longtime California resident and attorney, with over 25 years of legal  
7 experience, including experience in the handling of consumer affairs at The Walt Disney company,  
8 where, among other roles, he served as the General Counsel of the Disneyland Resort and at Amazon,  
9 where, among other roles, he served as the Chief Legal Officer of Amazon subsidiary Audible.com.  
10

11 Petitioner was born in Monterey California, attended Stanford University for his  
12 undergraduate studies and attended Boalt Hall Law School, UC Berkeley for his studies of law.  
13 Petitioner has lived most of his life in California and has been a longtime consumer of insurance in  
14 the State of California.

15  
16 Petitioner has deep expertise relevant to matters before the CDI, including expertise in the  
17 consideration and accommodation of consumer interests, claims administration and legal matters  
18 relevant to rate setting proceedings and other CDI matters.

19  
20 Petitioner currently represents the interests of consumers as an Intervenor in the Matter of the  
21 Rate Application of State Farm General Insurance Company, Applicant File No.: PA-2024-00011,  
22 PA-2024-00012, PA-2024-00013.

23  
24 Petitioner lost his family home in the Palisades fire that started on January 7, 2025, as did  
25 many of his friends, and the friends of his two sons, ages 14 and 15, and as did almost every single  
26 one of his neighbors, for nearly a mile in each direction. In the aftermath of the Palisades fire, and  
27 the Eaton fire that occurred at the same time, a few things became evident to Petitioner, from his own  
28

1 personal experience, from discussions with friends and neighbors and from comments made in a  
2 multitude of WhatsApp group chats by those who had lost their homes:

- 3 • People were suffering, as much from the day-to-day post fire challenges, big and small, as  
4 they were from their loss.
- 5
- 6 • Insurance was the biggest source of ongoing trauma. Some, who lost their homes and who  
7 had insurance from premium providers were being supported and treated well. Others were  
8 being treated miserably.
- 9
- 10 • Most were being put through the ringer to detail and prove up personal effects they lost and  
11 the value of the homes they lost.
- 12
- 13 • Most were forced to meet with incompetent adjusters and rebuild cost estimators sent in from  
14 out of state. Estimators were almost uniformly unfamiliar with local building codes, local  
15 construction costs and local standards of taste and quality.
- 16
- 17 • Many who lost homes were given rebuild cost estimates by their insurance company adjusters  
18 that got basic facts wrong – like the number of square feet and the number of bathrooms in a  
19 house destroyed, even though those facts had been thoroughly detailed to adjusters and  
20 estimators by the insured.
- 21
- 22 • Many who lost homes had adjusters changed multiple times and found that each new adjuster  
23 wanted yet another full explanation of the home and possessions lost – requiring a never-  
24 ending reliving of something painful to think about even once, much less multiple times.
- 25
- 26 • Most were given ridiculously low rebuild cost estimates, causing stress and sleepless nights.  
27 While the best insurance companies estimated rebuild costs for the Palisades in the range of  
28

1 \$800 to \$1,200 a square foot, a fair and appropriate cost range for the type of upscale, well  
2 designed and well-built custom homes lost there, others came up with shamefully low  
3 estimates – estimates as low as \$275 a square foot as reported on WhatsApp chats – an  
4 amount adequate to build a garage perhaps, but not a home.

- 5
- 6 • And the distress of individuals and families became the community’s distress. Stress caused  
7 by treatment provided by insurance companies tore families apart. Those with insurance from  
8 companies that treated them well wondered about rebuilding if their friends and neighbors,  
9 with insurance from other companies, weren’t able to do so.
- 10
- 11 • All of this has left not just the recovery of families in doubt, but the recovery of the Pacific  
12 Palisades and the Eaton communities in doubt. At a minimum, insurance recovery problems  
13 are poised to delay by many years the recovery of those communities, as compared to the  
14 recovery they would be experiencing had insurance been fully and quickly paid out.
- 15

16

17 All of the foregoing, experienced first-hand by Petitioner, has led Petitioner to both appreciate  
18 the vital role insurance plays in protecting both individuals and communities and created a desire in  
19 Petitioner to help effectuate positive change that will reduce the chance that those who suffer losses  
20 due to future fires in California have to endure the insurance problems those who lost homes in the  
21 Palisades and Eaton fires have had to endure.

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25 THE RELEVANCE OF PETITIONER’S PROFESSIONAL EXPERIENCE TO  
26 CONSUMER INSURANCE MATTERS AND MATTERS OF CONCERN TO CDI

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1           Petitioner’s legal and business experience (in addition to legal roles, Petition held roles in  
2 Corporate Development at Sony Pictures Entertainment and at San Diego based educational tech start  
3 up Lightspan) give him ample experience to draw upon to help effectuate positive change in  
4 insurance in California. Among other things, at The Walt Disney Company and at Amazon,  
5 Petitioner’s duties included consideration of consumer rights, appropriate consumer disclosures and  
6 appropriate means of obtaining consumer consent. Petitioner’s experience and expertise also  
7 includes legal experience establishing consumer claims handling processes and administering those  
8 processes, experience in the establishment of policies, practices and procedures within large  
9 companies that work to appropriately protect customers and inform customers, prior to purchase,  
10 about the nature of the product and services they can expect to receive, and methods to obtain  
11 specific consent to key product features likely to significantly impact customer experience. At both  
12 Disney and Amazon, change was a constant and innovation was a priority. Petitioner believes that  
13 his experience and expertise in supporting innovation can provide value to CDI and to the consumers  
14 served by CDI as CDI responds to the insurance crisis facing California and seeks solutions to the  
15 significant insurance issues facing California and California citizens.  
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20           Petitioner’s experience has also taught him that good customer service need not come at a cost  
21 to corporate financial success, but can enhance it. This allows him to see that enhancing consumer  
22 experience and supporting the financial success of insurance companies that provide consumers the  
23 insurance they need can happily co-exist. The right gain for consumers will not result in a loss for  
24 insurance companies, and the right gain for insurance companies will not result in a loss for  
25 consumers.  
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1 Petitioner would like to bring his expertise to bear to help ensure that CDI rate setting  
2 proceedings and other matters and proceedings taken up by CDI appropriately consider the needs of  
3 consumers and that the outcomes from those matters and proceedings reflect both the needs of  
4 consumers and best in class approaches to meeting them, with innovative approaches taken wherever  
5 practicable.  
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7  
8 Petitioner’s ability to contribute to matters before the CDI has already been recognized. As  
9 noted above, Petitioner is currently acting as an Intervenor in the Matter of the Rate Application of  
10 State Farm General Insurance Company, Applicant File No.: PA-2024-00011, PA-2024-00012, PA-  
11 2024-00013, where he is representing the interests of consumers in the rate hearing.  
12

13  
14 DOCUMENTATION  
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16 Pursuant to 10 CCR § 2662.2(a)(2), Petitioner provides the following information and/or  
17 documentation pertaining Farren Law LLP to be used by the CDI for the sole purpose of determining  
18 Petitioner’s eligibility to seek compensation in CDI proceedings:  
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20  
21 A. 10 CCR § 2662.2(a)(2)(A): Petitioner has attached as Exhibit A the Partnership  
22 Agreement for Farren Law LLP and has attached as Exhibit B the Application to Register a Limited  
23 Liability Partnership for Farren Law LLP as filed with the California Secretary of State.  
24

25  
26 B. 10 CCR § 2662.2(a)(2)(B) – (G): Farren Law LLP has only one partner: Merritt David  
27 Farren. Farren Law LLP has no social media presence. Farren Law LLP is not a non-profit. All  
28

1 funding for Farren Law LLP has come exclusively from Merritt David Farren. The affairs of Farren  
2 Law LLP are handled entirely by Merritt David Farren, who is its sole partner. Any correspondence  
3 to Farren Law LLP or Merritt David Farren may be sent to:

4 Merritt David Farren  
5 Farren Law LLP  
6 26565 West Agoura Rd  
7 Suite 200  
8 Calabasas, CA 91302  
9 merritt.farren@farrenLLP.com

10 WHEREFORE, Petitioner respectfully requests that the Insurance Commissioner find Petitioner  
11 eligible to seek compensation.

12  
13 Dated January 8, 2026

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16 Respectfully submitted,

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23 Merritt David Farren

24 Petitioner

1 VERIFICATION OF MERRITT DAVID FARREN IN SUPPORT OF REQUEST FOR FINDING  
2 OF ELIGIBILITY TO SEEK COMPENSATION

3 [Ins. Code §1861.10; Cal. Code Regs, tit. 10, § 2662.2]

4 I, Merritt David Farren, verify:

- 5 1. If called as a witness, I could and would testify competently to the facts stated in this  
6 verification. I personally prepared the pleading titled, MERRITT DAVID FARREN'S  
7 REQUEST FOR FINDING OF ELIGIBILITY TO SEEK COMPENSATION filed in the  
8 matter of the Request for Finding of Eligibility to Seek Compensation of Merrit David Farren.  
9
- 10 2. I represent that all of the factual matters set forth therein are true and correct and from my  
11 personal knowledge, to the best of my knowledge.
- 12 3. I therefore declare under penalty of perjury of the laws of the State of California that the  
13 foregoing is true and correct.  
14

15 Executed on January 8, 2026 at Chicago, Illinois

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18 \_\_\_\_\_  
19 Merritt David Farren

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21 **EXHIBIT A**

22 **LIMITED LIABILITY PARTNERSHIP AGREEMENT OF FARREN LAW LLP**

23 This Limited Liability Partnership Agreement ("Agreement") is made and entered into effective  
24 as of May 12, 2025, by and among the undersigned Partner and governs the affairs of Farren  
25 Law LLP, a California registered limited liability partnership ("Partnership").

26 **1. Formation and Purpose**

27 1.1 **Formation.** The Partnership was formed as a limited liability partnership pursuant to the  
28 laws of the State of California and registered with the Secretary of State under the name "Farren  
Law LLP."

1.2 **Purpose.** The sole purpose of the Partnership is to engage in the practice of law and any  
other lawful activities related or incidental to the practice of law, subject to the California Rules  
of Professional Conduct and all applicable statutes and regulations.

1 **2. Office and Registered Agent**

2 2.1 **Principal Office.** The principal office of the Partnership shall be located at 26565 West  
3 Agoura Rd, Suite 200, Calabasas, California 91302, or such other location as may be determined  
by the Managing Partner.

4 2.2 **Registered Agent.** The registered agent shall be Northwest Registered Agent, Inc  
5 (#C3184722) located at 2108 N STE N, Sacramento, California 95816, or as changed through  
appropriate filing with the Secretary of State.**3. Partners**

6 3.1 **Initial Partner.** The initial and sole Partner is Merritt David Farren, licensed to practice law  
in California.

7 3.2 **Additional Partners.** Additional partners may be admitted to the Partnership upon  
8 unanimous written consent of the existing Partners and upon execution of a written joinder to  
this Agreement.

9 3.3 **Withdrawal.** A Partner may withdraw upon sixty (60) days' written notice. The withdrawal  
shall not relieve the Partner of liabilities incurred prior to withdrawal.

10 **4. Management**

11 4.1 **Authority.** The Partnership shall be managed by the Managing Partner. Until amended,  
12 Merritt Farren shall serve as the Managing Partner.

13 4.2 **Decision-Making.** In the event of multiple partners, all major decisions affecting the  
Partnership shall require the approval of a majority of Partners unless, unless a majority cannot  
14 agree on the matter at issue, in which case the Managing Partner shall be entitled to make the  
decision unilaterally, and unless otherwise specified herein.

15 **5. Capital Contributions and Profits**

16 5.1 **Initial Contributions.** The initial Partner shall contribute capital as determined by the  
Managing Partner.5.2 **Additional Contributions.** Additional Partners shall contribute capital as agreed in writing  
17 by the Partners.

18 5.3 **Profits and Losses.** Profits and losses shall be allocated proportionally based on each  
Partner's ownership interest as set forth in the Partnership's records.

19 5.4 **Distributions.** Distributions shall be made at the discretion of the Managing Partner, subject  
20 to adequate reserves, as determined by the Managing Partner.

21 **6. Accounting and Records**

22 6.1 **Books and Records.** Complete and accurate records of the Partnership shall be maintained at  
the principal office.

23 6.2 **Fiscal Year.** The fiscal year of the Partnership shall end on December 31 unless otherwise  
determined.

24 6.3 **Tax Status.** The Partnership shall be taxed as a partnership under the Internal Revenue Code.

25 **7. Liability and Indemnification**

26 7.1 **Limited Liability.** Except as otherwise required by law, no Partner shall be personally liable  
for any debt, obligation, or liability of the Partnership.

27 7.2 **Malpractice.** Each Partner remains personally liable for their own professional acts or  
28 omissions.

1 7.3 **Indemnification.** The Partnership shall indemnify any Partner or former Partner for any  
2 expenses or losses incurred in connection with Partnership activities, except where the person  
acted in bad faith or with willful misconduct.

3 **8. Succession and Dissolution**

4 8.1 **Admission of Successors.** A successor in interest may be admitted only with the written  
consent of all remaining Partners.

5 8.2 **Dissolution.** The Partnership may be dissolved upon the occurrence of any of the following:

- 6 (a) Unanimous agreement of the Partners;  
7 (b) Withdrawal of the last remaining Partner;  
(c) Entry of a decree of judicial dissolution.

8 8.3 **Winding Up.** Upon dissolution, the Managing Partner (or a designated Partner) shall wind  
up the affairs of the Partnership in an orderly manner.

9 **9. Miscellaneous**

10 9.1 **Amendments.** This Agreement may be amended only in writing and signed by all Partners.

11 9.2 **Governing Law.** This Agreement shall be governed by the laws of the State of California.

12 9.3 **Severability.** If any provision is held to be invalid, the remainder shall not be affected. 9.4 **Entire Agreement.** This Agreement  
constitutes the entire understanding among the Partners.

13 **IN WITNESS WHEREOF,** the undersigned has executed this Agreement effective as of the  
date first written above.

14 Merritt David Farren, Partner  
15 Date: May 12, 2025


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**EXHIBIT B**  
**CERTIFIED COPY OF REGISTRATION OF FARREN LAW LLP**

Certified Copy

I hereby certify that the following transcript of 1 page(s) is a full, true, and correct copy of the original record in the custody of the California Secretary of State's office.

05/13/2025  
Certification Date

  
SHIRLEY N. WEBER, PhD  
Secretary of State

**LLP-1 Application to Register a Limited Liability Partnership (LLP)**

To register an LLP in California, fill out this form, and submit for filing along with:

- A \$70 filing fee, and
- If the LLP is formed in another state or country, a certificate of good standing, issued within the last six (6) months by the agency where the LLP is formed.
- A separate, non-refundable \$15 service fee also must be included, if you drop off the completed form.

Attach extra pages if you need to include any other matters.

**Important!** LLPs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

For questions about this form, go to: [www.sos.ca.gov/business/be/filing-tips](http://www.sos.ca.gov/business/be/filing-tips).

**FILED**

Secretary of State  
State of California

202025133004

Filing Number

05/12/2025

Filing Date

This Space For Office Use Only

**Name to be used for this LLP in California**

① FARREN LAW LLP

*Proposed LLP Name*

The name must end with: "Registered Limited Liability Partnership," "Limited Liability Partnership," "LLP," "R.L.L.P.," or "RLLP."

**Place of Formation**

② The LLP is registering as a (check only one box):

- a.  California registered LLP formed under the laws of California.
- b.  Foreign LLP formed under the laws of \_\_\_\_\_

*List the state or country where the foreign LLP is formed*

**LLP Addresses**

③ a. 26565 West Agoura Rd, Suite 200

Calabasas

CA

91302

*Street Address of Principal Office*

*City (no abbreviations)*

*State Zip*

b.

*Mailing Address of Principal Office, if different from 3a*

*City (no abbreviations)*

*State Zip*

**Service of Process** (List a California resident or an active 1505 corporation in California that agrees to be your agent to accept service of process in case the LLP is sued. You may list any adult who lives in California. You may not list an LLP as your agent.)

④ a. Northwest Registered Agent, Inc (#C3184722)

*Agent's Name*

b.

*Agent's Street Address (if agent is not a corporation)*

*City (no abbreviations)*

CA  
*State Zip*

**Type of Business**

⑤ The business in which the LLP is engaged is (check only one box):

- The practice of Architecture
- The practice of Engineering
- The practice of Land Surveying
- The practice of Law
- The practice of Public Accountancy
- Related to: \_\_\_\_\_

*List the name of the LLP to which your LLP is related, exactly as it appears on the records of the California Secretary of State. A related LLP is a California registered LLP that practices public accountancy or law, or is a foreign LLP.*

**Read and sign below:** This form must be signed by one or more authorized partners, or if registering a foreign LLP, by a person with authority to do so under the laws of the state or country where the foreign LLP is formed. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are part of this registration.

  
*Sign here*

Merritt David Farren

*Print your name here*

Partner

*Your business title*

Make check/money order payable to **Secretary of State**

Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.