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17
18 **BEFORE THE INSURANCE COMMISSIONER**
19 **OF THE STATE OF CALIFORNIA**

20 In the Matter of the Rate Applications of
21 STATE FARM GENERAL INSURANCE
COMPANY,
22 Applicant.

File Nos. PA-2024-00011, PA-2024-00012,
PA-2024-00013

**STIPULATION AND REQUEST FOR
PROPOSED DECISION AND ORDER RE
RATE APPLICATION**

Hearing Date: N/A

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1 The California Department of Insurance (“Department”), State Farm General Insurance
2 Company (“Applicant” or “SFG”), and Petitioner/Intervenor Consumer Watchdog (“CW”)
3 (collectively “Parties”) hereby stipulate and agree to the resolution of this matter on the terms
4 stated herein, and request that the Administrative Law Judge issue a proposed decision for
5 adoption as an order by the Insurance Commissioner of the State of California on the basis of the
6 evidence and the Parties’ agreement.

7 **RECITALS**

8 A. In June and July of 2024, Applicant filed with the Department the following rate
9 applications (“Applications”), requesting the overall rate increases for each of the policy forms as
10 set forth below:

<u>Submitted</u>	<u>CDI File #</u>	<u>Company File #</u>	<u>Policy Form</u>	<u>Rate Change Requested</u>
06/27/2024	24-1271	HO-47123	Homeowners Non-Tenant	+30.0%
6/27/2024	24-1273	HO-47281	Overall Tenant forms including: ¹	+41.8%
			Renters	+52%
			Condo Unit Owner	+36%
7/5/2024	24-1330	RD-47124	Rental Dwelling	+38.0%

19 B. In each of the Applications, Applicant requests that its maximum permitted earned
20 premium be increased in order to protect Applicant’s solvency, pursuant to California Code of
21 Regulations, title 10, section 2644.27, subdivision (f)(6) (“Variance 6”).²

22 C. The Applications are subject to California Insurance Code section 1861.05.

23 D. On July 26, 2024, as to File No. 24-1271, August 19, 2024 as to File No. 24-1273,
24 and August 26, 2024 as to File No. 24-1330, Petitioner/Intervenor Consumer Watchdog submitted
25 timely Petitions to Intervene, Petitions for Hearing, and Notices of Intent to Seek Compensation
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27 ¹ The “Tenant Forms” include (1) Renters insurance and (2) Condo Unit Owners insurance.

28 ² Unless otherwise indicated, references to “Regulation” or “Regulations” in this Stipulation shall mean the California Code of Regulations, title 10.

1 on each of the Applications. On August 12, 2024 as to File No. 24-1271, September 5, 2024 as to
2 File No. 24-1273, and September 3, 2024 as to File No. 24-1330, Applicant submitted its Answer
3 to Intervenor’s Petition for Hearing in each of the Applications. On August 24, 2024 as to File
4 No. 24-1271, September 3, 2024 as to File No. 24-1273, and September 10, 2024 as to File No.
5 24-1330, the Commissioner granted Consumer Watchdog’s Petitions to Intervene.

6 E. On July 5, 2024, the Department notified the public of the Applications as to File
7 Nos. 24-1271 and 24-1273, and on July 12, 2024, as to File No. 24-1330 (SERFF tracking no.
8 SFMA-134139896, SFMA-134139931, and SFMA-134139850 respectively) pursuant to
9 Insurance Code section 1861.05.

10 F. On September 3, 2024, for Files Nos. 24-1271 and 24-1273 and September 10,
11 2024 for File No. 24-1330, Applicant waived the 60-day and 180-day “deemed approved” dates
12 set forth in Insurance Code section 1861.05(c) for these Applications with a five-day grace period
13 for reactivation.

14 G. On January 7, 2025, the Palisades and Eaton Fires erupted in Los Angeles.

15 H. On February 3, 2025, Applicant submitted a letter to the Commissioner, with
16 enclosures, requesting the Commissioner approve an immediate interim rate request of 22% for
17 its non-tenant homeowners line (File No. 24-1271), 15% for the tenant forms (including renters
18 and condo unit owners) (File No. 24-1273), and 38% in its rental dwelling line (File No. 24-1330)
19 in the pending Applications (the “Interim Rate Request”), subject to refunds with interest
20 following a full rate hearing should the Commissioner ultimately determine the Interim Rate
21 Request was excessive.

22 I. On March 14, 2025, the Commissioner issued an Order Regarding State Farm
23 General Insurance Company’s Request For An Emergency Interim Rate Pending Rate Hearing,
24 which ordered the Department to issue a Notice of Hearing on SFG’s Applications and an
25 Administrative Law Judge to hold a hearing regarding SFG’s emergency interim rate requests
26 based on updated rate-setting data through the end of the first quarter of 2025 in the Applications,
27 a two-way stipulation between the Department and SFG, and CW’s objections to the interim rate.

28 J. On March 17, 2025, the Department issued a Notice of Hearing in this matter.

1 K. In April of 2025, the Department held an interim rate hearing to determine interim
2 emergency rates subject to refunds, if applicable, following a full rate hearing process.

3 L. In May of 2025, after the interim rate hearing, the Administrative Law Judge
4 issued a proposed decision, which the Commissioner adopted. Specifically, on May 13, 2025 the
5 Commissioner issued an Order Adopting the Proposed Decision. The Commissioner approved
6 emergency interim rates as set forth below, subject to refunds with interest if he found the rates to
7 be excessive after the full rate hearing process:

8 CDI File No.	Line	Interim Rate approved
9 24-1271	Homeowners Non-Tenant	+17.0%
10 24-1273	Overall Renters/Condominium Tenant (15% for each of the renters and condominium unit owners forms)	+15.0%/+15.0%
11 24-1330	Rental Dwelling	+38.0%

12 M. SFG thereafter began implementing the new interim rates with an effective date of
13 June 1, 2025.

14 N. On May 19, 2025, Applicant revised the Applications on SERFF with partially
15 updated data through the first quarter ending March 31, 2025 (“Q1-2025”). The Parties agreed to
16 Q1-2025 data as an updated data cut-off date for purposes of direct testimony in an evidentiary
17 hearing in this matter and engaged in discovery based on the Q1-2025 updated data cut-off date.

18 O. After engaging in extensive motion practice, discovery, pre-hearing exchanges of
19 information and testimony from SFG, the Parties have engaged in informal settlement
20 negotiations to resolve the pending Applications and related issues described here. Based on
21 these settlement discussions, and the Parties’ agreement, SFG will make, simultaneous with the
22 filing of this Agreement, appropriate amended filings in SERFF to reflect the agreed upon overall
23 rate changes and changes by form,³ as follows: 1) +17% for the non-tenant Homeowners policy
24 form, 2) +8.9% for the Tenant policy forms, consisting of +15.65% for the renters policy form
25

26 ³ These amended filings will be made in SERFF on the same day that this Stipulation is
27 filed. The Parties are all able to access SERFF to review the amended filings. For purposes of
28 review by the Administrative Law Judge under 10 C.C.R. section 2656.1, SFG will electronically
file and serve the amended rate applications on the same date that the Parties file declarations and
other evidence supporting this Stipulation of Settlement in this matter.

1 and +5.8% for the condominium unit owners form, and 3) +32.8% for the rental dwelling policy
2 form. Approval of the Applications described in this Stipulation will only be effective when
3 approved by the Commissioner. Applicant will implement this rate change with an effective date
4 of June 1, 2025 in accordance with this Stipulation, the updated Applications, the Interim Rate
5 Order adopted May 13, 2025, and the Commissioner's Order approving this Settlement
6 Stipulation, except that the incremental rate increase for the renters policy form over the
7 emergency interim rate will be effective on July 1, 2026, or as soon thereafter as it may be
8 implemented. Except as expressly agreed upon in this Stipulation, the Department and CW do
9 not agree with or endorse the methodologies, models or individual factors as stated in the
10 Applications.

11 P. For the homeowners non-tenant policy form, the Parties agree that SFG does not
12 owe refunds to policyholders for premiums paid during the Interim Rate Period⁴ because the
13 stipulated rate of +17% (if approved as the final rate by the Commissioner) is equal to the +17%
14 emergency interim rate ordered on May 13, 2025, that took effect June 1, 2025.

15 Q. For the renters policy form, the Parties agree that SFG does not owe refunds
16 because the stipulated rate of +15.65% is higher than the emergency interim rate of +15%. For
17 the condominium unit owners policy form, the Parties agree that SFG will issue refunds to
18 policyholders equal to the difference between the stipulated rate of +5.8% and the emergency
19 interim rate of +15%, plus interest in the amount of 10%.

20 R. For the rental dwelling form, the Parties agree that SFG will issue refunds to
21 policyholders for premiums paid during the Interim Rate Period equal collectively to the
22 difference between the stipulated rate of +32.8% and the emergency interim rate of +38%, plus
23 interest in the amount of 10%.

24 S. Refunds that are returned to sender, uncashed or otherwise remain unpaid will
25 escheat to the State of California, in the name of the consumer, in accordance with applicable
26 laws. Refunds to existing policyholders may be made as a credit to premium. Applicant will use
27

28 ⁴ The Interim Rate Period is the period beginning June 1, 2025 and ending when rate changes stipulated to herein are put into effect by SFG.

1 reasonable efforts to find the current address to mail checks to consumers who are no longer
2 insured by Applicant. Applicant will provide the Department with an initial report regarding the
3 status of refunds and/or credits to each consumer ninety (90) days after issuance of the refunds
4 and/or credits. Applicant will thereafter provide CDI with a report every quarter until such time
5 as any unpaid funds from the refunds are escheated to the State of California.

6 T. In agreeing that the 17% rate for the non-tenant homeowners form is appropriate,
7 the Parties have agreed to apply Variance 6 based on SFG's financial condition. This allowed the
8 Parties to increase SFG's maximum permitted earned premium and to agree to certain related
9 implementation terms. In accordance with Variance 6(B)⁵, SFG must make a plan to restore its
10 financial condition. SFG has submitted its plan (including action already taken) as Exhibit 15
11 (pages 5368-5371) with its Prefiled Direct Testimony and Exhibits. The Plan includes (i)
12 issuance of a \$400 million surplus note to SFG's parent State Farm Mutual Automobile Insurance
13 Company; (ii) increasing rates for other lines of insurance written by SFG commensurate with
14 indicated rate need; and (iii) tightening underwriting requirements in all lines as specifically
15 detailed in Exhibit 15. SFG will include Exhibit 15 with the submission of declarations and other
16 evidence requesting approval of the Stipulation of Settlement by the Administrative Law Judge
17 and the Commissioner.

18 **STIPULATION AND REQUEST FOR PROPOSED DECISION AND ORDER**

19 The Parties stipulate that SFG will:

20 1. File its annual statements with the Administrative Hearing Bureau and serve on all
21 parties in this rate proceeding within 15 days of the date they are filed each year, during the
22 period in which the rates approved by this settlement/stipulation, as shown in paragraphs O, P and
23 Q are in effect.

24 2. Refrain from making any new block non-renewals during 2026 with respect to the
25 homeowners policy forms covered by this settlement/stipulation. Thereafter SFG agrees to
26 comply with then-current law and follow then-current filing instructions regarding rule filings
27

28 ⁵ Variance 6(D) is addressed in paragraph 6 below.

1 before implementing any new block non-renewals.⁶ This provision is not intended to preclude
2 SFG from making future legal arguments regarding any new filing instructions. SFG agrees it will
3 not challenge the 90 day review period for rule filings added to the instructions in January, 2025,
4 so long as that provision remains in effect, but may challenge any finding that the rule filing
5 resulted in an impact to rates.

6 3. Continue in force, until the end of 2026, those policies originally slated for non-
7 renewal in SFG's March, 2024 filing number 24-651 as shown in Exhibit 18 to that filing
8 (hereinafter "Exhibit 18 Policies"), which are (i) currently suspended from non-renewal under
9 Insurance Code section 675.1(a) addressing the case of a total loss to the primary insured
10 structure, or (ii) subject to an active moratorium under Insurance Code section 675.1(b)
11 addressing policies for properties located in any ZIP Code within or adjacent to the Palisades and
12 Eaton fire perimeters (delineated by the ZIP Codes set forth in footnote 6). As a third group
13 (Group iii), SFG shall also continue in force until the end of 2026 Exhibit 18 Policies as to which
14 there has been a claim made arising from the Palisades/Eaton fires, regardless of whether the
15 policy falls within (i) or (ii).⁷ As to Group iii policies, the Parties agree that SFG's compliance
16 with this provision of the settlement that provides for these policies to continue in full force will
17 not, in and of itself, constitute unfair discrimination within the meaning of Insurance Code
18 sections 1858 or 1861.05(a). The Parties request a finding in the Order approving this settlement

19 _____
20 ⁶ The January 2025, the rule filing instructions provide in relevant part: "If an insurer
21 maintains that there is no rate impact resulting from proposed changes to rating manual or
22 eligibility guidelines, the insurer is required to submit the proposed changes as part of a rule or
23 form filing at least 90 days prior to the proposed effective date of the changes, in order for the
Department to review the proposed changes for possible rate impact. The Department retains
discretion to require the insurer to file a complete rate application in support of the proposed
changes. The insurer shall not take any action to implement the proposed changes until or unless
the Department confirms there is no rate impact."

24 ⁷ For purposes of certainty:

- 25 (1) The affected ZIP Codes are: **Palisades Fire** 90024, 90025, 90049, 90073, 90077, 90095,
26 90263, 90265, 90272, 90290, 90402, 90403, 91301, 91302, 91307, 91316, 91320, 91335,
27 91356, 91361, 91364, 91367, 91403, 91406, 91411, 91436 **Eaton Fire** 91001, 91006,
28 91007, 91008, 91010, 91011, 91016, 91020, 91023, 91024, 91042, 91046, 91101, 91103,
91104, 91105, 91106, 91107, 91108, 91123, 91125, 91126, 91206, 91208, 91214, 91706,
91731, 91732, 91775, 91780, 93563 (from Bulletin 2025-1 as amended dated January 17,
2025).

1 stipulation stating that SFG's direct compliance with this provision of the settlement by
2 continuing in force the Group iii policies while non-renewing Exhibit 18 Policies not falling
3 within (i), (ii), or (iii), will not, in and of itself, constitute unfair discrimination within the
4 meaning of Insurance Code sections 1858 or 1861.05(a). The agreement herein as to Group (iii)
5 policies is void absent such a finding. This paragraph does not shorten the mandatory period
6 under Insurance Code section 675.1. This agreement does not extend to policies cancelled or
7 non-renewed under the conditions identified in Insurance Code section 676, i.e., notwithstanding
8 this agreement, policies in groups i, ii, or iii may still be cancelled or non-renewed based on the
9 statutory grounds for valid notice of cancellation as identified in Insurance Code section 676,
10 such as non-payment of premium.

11 4. Make new rate filings for all lines subject to this Stipulation (homeowners non-
12 tenant, condominium unit owners, renters and rental dwelling) not later than (1) June 1, 2027 or
13 (2) within ninety (90) days after its net premium to surplus ratio reaches 2:1, if that occurs before
14 June 1, 2027. Nothing in this paragraph will restrict or limit (i) State Farm General's ability to
15 file new rate applications earlier than June 1, 2027, or (ii) the content of those rate applications.

16 5. State Farm has no present intention to submit any application for new rates, with
17 an Effective Date prior to January 1, 2027, for any line subject to this Stipulation (homeowners
18 non-tenant, condominium unit owners, renters and rental dwelling).

19 6. When SFG's net written premium to surplus ratio reaches 1.5:1, provide a one-
20 time discount, in the amount of 2.5% of premium, for policyholders renewing their policies with
21 respect to the policy forms and coverages to which the Rates apply. The Parties agree that, based
22 upon SFG's net written premium to surplus ratio as of June 1, 2025, and other special
23 circumstances in this matter, this one-time discount will satisfy the requirement stated in 10
24 C.C.R. section 2644.27(f)(6)(D) as to these rate applications only. SFG does not need to make a
25 filing in order to implement this one-time discount, and this obligation to provide the one-time
26 discount set forth in this paragraph shall exist until fulfilled regardless of any subsequent rate
27 changes.

28

1 7. SFG will provide a quarterly report to CDI beginning after the first full quarter in
2 which its net written premium to surplus ratio reaches 1.5:1. For purposes of the net written
3 premium to surplus ratio in this paragraph, “surplus” shall not include segregated surplus for
4 unapproved interest on the \$400 million surplus note issued by SFG to State Farm Mutual
5 Insurance Company in accordance with the Commissioner’s May 13, 2025 Order approving the
6 Stipulation for an Emergency Interim Rate. Unapproved interest is defined as interest which was
7 cumulated but has not yet been approved by the Illinois Department of Insurance for payment.
8 That interest is shown in the Annual Statement at page 3 line 2901.

9 8. This Stipulation is entered into as a result of arm’s length and good faith
10 discussions and negotiations between representatives of the Department, SFG and CW. SFG and
11 CW are fully aware of their legal rights in this matter, including the right to a hearing; the right to
12 confront and cross-examine witnesses, the right to the issuance of subpoenas to compel the
13 attendance of witnesses and the production of documents; the right to reconsideration and court
14 review of an adverse decision; and all other rights accorded by the Administrative Procedure Act
15 and other applicable laws. SFG and CW voluntarily and knowingly waive and give up each and
16 every right set forth above.

17 9. This Stipulation represents a full and final settlement of all issues raised regarding
18 the Applications between the Parties. This Stipulation is intended by the Parties to be an
19 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
20 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
21 negotiations, and commitments (written or oral). This Stipulation may not be altered, amended,
22 modified, supplemented, or otherwise changed, except by a writing executed by an authorized
23 representative of each of the Parties.

24 10. If any provision of this Stipulation is held illegal or unenforceable in a judicial
25 proceeding, such provision shall be severed and shall be inoperative, and, provided that the
26 fundamental terms and conditions of this Stipulation remain legal and enforceable, the remainder
27 of this Stipulation shall remain operative and binding on the Parties.
28

1 11. This Stipulation may be executed in one or more counterparts and shall become
2 effective when counterparts have been signed by each party and delivered to the other parties.
3 The Parties understand and agree that Portable Document Format (PDF) and facsimile copies of
4 this Stipulation, including PDF and facsimile signatures thereto, shall have the same force and
5 effect as originals.

6 12. The Parties agree that the overall rate increases and by policy form rates identified
7 in this Stipulation result in rates that are not “excessive, inadequate, or unfairly discriminatory” or
8 otherwise in violation of Proposition 103 as set forth in California Insurance Code section
9 1861.01 et seq. and related regulations, or any other applicable provisions of the California
10 Insurance Code.

11 13. For the reasons stated in the respective declarations and other evidence to be filed
12 in support of this Stipulation and the settlement terms it contains, all Parties agree that the terms
13 of this settlement are fundamentally fair, adequate, reasonable and in the interests of justice. On
14 that basis, the Parties request that the Administrative Law Judge propose a decision in this
15 proceeding that incorporates the terms of this Stipulation pursuant to Government Code section
16 11517 and Regulation 2656.1 (the Proposed Decision”). In the event that any of the terms of this
17 Stipulation are not adopted by the Administrative Law Judge as part of the Proposed Decision, or
18 if any Proposed Decision incorporating the terms of this Stipulation is not adopted by the
19 Commissioner, the entirety of this Stipulation shall become null and void.

20 14. The Stipulation and Proposed Decision shall be subject to approval by the
21 Commissioner. By signing the Stipulation, SFG and CW understand and agree that they may not
22 withdraw their agreement or seek to rescind the Stipulation prior to the time the Commissioner
23 considers and acts upon the Stipulation and Proposed Decision. If the Commissioner rejects the
24 Stipulation and Decision, the Stipulation shall be of no force or effect, except for this paragraph,
25 it shall be inadmissible in any legal action between the Parties, and the Commissioner shall not be
26 disqualified from further action by having considered this matter.

27 15. This Stipulation is made solely for the purpose of reaching a compromise and
28 resolution of the disputes concerning the Applications. Pursuant to Regulation 2656.1(d), this

1 Stipulation shall have no precedential value for future proceedings. The Parties acknowledge that
2 by agreeing to the Stipulation, the Department and CW are not endorsing any particular aspect of
3 the Applications, but are instead only agreeing to the stated overall rate increases with by-sub-line
4 rate requests as indicated in paragraph O. Pursuant to Regulation 2656.4(a), discussions
5 admissions, concessions, or offers to stipulate or settle related to this Stipulation are confidential
6 and inadmissible for any purpose in any proceeding. Pursuant to Regulation 2656.4(b), if this
7 Stipulation is not adopted by the ALJ or approved by the Commissioner, no evidence regarding
8 its terms is admissible for any purpose in any proceeding.

9 16. The Parties acknowledge that this Stipulation is a public record under Government
10 Code section 11517(d) and Insurance Code section 1861.07 and that it and any orders issued
11 pursuant thereto are open to public inspection pursuant to the California Public Records Act,
12 Government Code sections 7920.000 – 7931.000.

13 17. The Commissioner shall retain jurisdiction for the purpose of enforcing the
14 provisions and terms of this Stipulation and the Order requested thereon.

15 Based on all of the foregoing, the Parties respectfully request that this Court propose a
16 Decision, and the Commissioner adopt an Order, based upon the evidence and the terms of the
17 Stipulation as set forth above.

18 Dated: March 6, 2026

CALIFORNIA DEPARTMENT OF INSURANCE

19 By: /s/ Jennifer McCune
20 Jennifer McCune
21 Attorneys for the California Department
of Insurance

22 Dated: March 6, 2026

HOGAN LOVELLS, LLP

23 By: /s/ Vanessa Wells
24 Vanessa Wells
Attorneys for Applicant State Farm General
Insurance Company

25 Dated: March 6, 2026

CONSUMER WATCHDOG

26 By: /s/ William R. Pletcher
27 William R. Pletcher
Attorneys for Consumer Watchdog

28

1 **PROOF OF SERVICE**

2 I, Kristel Gelera, declare:

3 I am a citizen of the United States and employed in San Mateo County, California. I am
4 over the age of eighteen years and not a party to the within-entitled action. My business address
5 is 855 Main Street, Redwood City, California 94063. On March 6, 2026, I served a copy of the
6 within document(s):

7 **STIPULATION AND REQUEST FOR PROPOSED DECISION AND ORDER RE RATE**
8 **APPLICATION**

- 9
- 10 by placing the document(s) listed above in a sealed envelope with postage thereon
11 fully prepaid, the United States mail at Redwood City, California addressed as set
12 forth below.
- 13 by placing the document(s) listed above in a sealed Federal Express envelope and
14 affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal
15 Express agent for delivery.
- 16 by personally delivering the document(s) listed above to the person(s) at the
17 address(es) set forth below.
- 18 by transmitting via my electronic service address
19 (kristel.gelera@hoganlovells.com) the document(s) listed above to the person(s) at
20 the e-mail address(es) set forth below.
- 21 by electronically filing the document(s) with the Clerk of the Court by causing the
22 documents to be sent to One Legal, the Court's Electronic Filing Services Provider
23 for electronic filing and service. Electronic service will be effected by One Legal's
24 case-filing system at the electronic mail addresses indicated on the attached
25 Service List.

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

28 Executed on March 6, 2026, at Redwood City, California.

24 
25 _____
26 **Signature**

SERVICE LIST
All service via e-mail

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Hon. Karl Frederic J. Seligman
Administrative Law Judge
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