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BEFORE THE INSURANCE COMMISSIONER  
OF THE STATE OF CALIFORNIA

In the Matter of the Rate Applications of  
  
State Farm General Insurance  
Company,  
  
Applicant.

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

**CONSUMER WATCHDOG'S MOTION  
TO STRIKE STATE FARM MUTUAL'S  
UNAUTHORIZED LETTER FILING**

1 On September 12, counsel for State Farm Mutual Insurance Company (“State Farm  
2 Mutual”) filed a letter with the Administrative Hearing Bureau concerning the Court’s upcoming  
3 rulings on the Parties’ respective motions to compel and motion for a protective order. State  
4 Farm Mutual is not a party to this proceeding—State Farm General Insurance Company (“State  
5 Farm General”) is. Non-parties have no right to file in these proceedings absent leave to  
6 intervene. This Court properly rejected a similar recent effort by the Illinois Department of  
7 Insurance to engage in the proceedings without complying with the requirements for  
8 intervention.

9 Additionally, State Farm Mutual’s letter purports to reserve a right for State Farm Mutual  
10 to intervene if it does not like the Court’s discovery rulings in order to reargue the issues. By its  
11 own admission, State Farm Mutual’s interests are adequately protected by State Farm General,  
12 which is represented by the same counsel. There is no reason why State Farm Mutual should be  
13 permitted to seek to intervene after the fact to reargue a fully briefed, argued, and decided issue,  
14 which would only add unnecessary delay to these already drawn-out proceedings.

15 Consumer Watchdog respectfully requests that the Court (1) strike State Farm Mutual’s  
16 unauthorized letter filing and (2) preclude State Farm Mutual, if it does formally intervene, from  
17 rearguing discovery matters preceding any such intervention.

## 18 **BACKGROUND**

19 The Parties (Consumer Watchdog, State Farm General, and the California Department of  
20 Insurance [the “Department”]) recently completed briefing on two motions to compel filed by  
21 Consumer Watchdog, one motion to compel filed by the Department, and one motion for a  
22 protective order filed by State Farm General. The motions were filed on August 20 pursuant to  
23 the Amended Scheduling Order entered on August 7. A public hearing is scheduled for  
24 tomorrow, September 16.

25 On September 12, four days before the scheduled hearing, State Farm Mutual—the parent  
26 company of State Farm General—filed a letter with the Court through the same counsel that is  
27 representing State Farm General. The letter acknowledges that State Farm Mutual is not a party,  
28 and echoes State Farm General’s confidentiality discovery arguments. The letter admits that

1 “State Farm Mutual believes its interests are adequately represented by State Farm General,” but  
2 purports to “reserve[] the right to seek intervention if it becomes necessary to protect the  
3 interests of State Farm Mutual or its affiliates.”

4 Pursuant to 10 CCR section 2654.1, subdivision (a), the Court is empowered to “control  
5 the course of proceedings” and “rule upon all ... motions which do not involve final  
6 determination of proceedings.” Pursuant to 10 CCR section 2654.1, subdivision (b), the Court is  
7 required to “eliminate unnecessary delay in the progress and ultimate resolution of the  
8 proceeding.”

### 9 ARGUMENT

10 State Farm Mutual’s letter filing was unauthorized and therefore subject to strike. The  
11 Court’s recent ruling concerning two motions filed by the Illinois Department of Insurance is  
12 dispositive here. As the Court recognized: “the ALJ’s authority is statutory in nature and must be  
13 exercised within the limits prescribed by applicable law and regulation,” and nonparties may  
14 make special appearances only to “object[] to jurisdiction.” (Order Denying IDOI’s Motions,  
15 Sept. 5, pp. 1–2.) State Farm Mutual neither claims nor cites any authority permitting it to submit  
16 a letter directly to the Court in these proceedings, or to otherwise participate without first seeking  
17 to formally intervene. No such authority exists. An “unauthorized filing, no better than a  
18 courtroom trespasser, [is] subject to a motion to strike.” (*Evans v. Pillsbury, Madison & Sutro*  
19 (1998) 65 Cal.App.4th 599, 607; see also *McFarland v. City of Sausalito* (1990) 218 Cal.App.3d  
20 909, 911 [affirming award of monetary sanctions for time respondent spent striking filings where  
21 “appellant had no right to appear in the action”].) State Farm Mutual’s letter must be stricken for  
22 this reason alone.

23 However, State Farm Mutual’s letter appears to be attempting to serve a different  
24 function—to “reserve[] the right to seek intervention if it becomes necessary to protect the  
25 interests of State Farm Mutual or its affiliates.” (SFM Sept. 12, 2025 Letter Filing.) But no  
26 authority permits a nonparty to “reserve” a right to intervene after the Court decides a dispute.  
27 To the contrary, intervenors ‘take the case as they find it’ and may not reopen decided matters  
28 absent good cause. (10 Cal. Code Regs., § 2661.3, subd. (h).) State Farm Mutual’s “reservation

1 of rights” has no legal basis, is an invitation to endless litigation and re-litigation, and should be  
2 ignored.

3 State Farm Mutual’s present failure to seek to intervene or participate in the briefing and  
4 arguments over discovery disputes should preclude it from subsequently intervening for the  
5 purpose of rearguing the same disputes. Given its close relationship with State Farm General—a  
6 party in this proceeding—State Farm Mutual has clearly been aware that the briefing and hearing  
7 was approaching. It had ample time to seek to intervene and participate in the briefing and  
8 arguments over these discovery disputes. It chose not to. This knowing relinquishment of rights  
9 is sufficient to find that State Farm Mutual has waived any right to intervene and argue these  
10 disputes after this Court rules. (See *Bickel v. City of Piedmont* (1997) 16 Cal.4th 1040, 1048,  
11 superseded by statute on other grounds.)

12 And State Farm Mutual admits “its interests are adequately represented by State Farm  
13 General,” and it is being represented by the same counsel. (SFM Sept. 12, 2025 Letter Filing.)  
14 There is no basis to believe it would advance different arguments after-the-fact.

15 At a base level, permitting State Farm Mutual to re-argue discovery disputes after the  
16 Court rules (but only if State Farm Mutual does not like the ruling) would allow State Farm  
17 General serial re-litigation of the same discovery issues, as presumably the exact same counsel  
18 would argue for both entities. It would be entirely unjustified and contrary to the regulations that  
19 require intervenors to an ongoing hearing to take the case as it stands. And State Farm General  
20 has already asserted its intention to immediately appeal any decision that would require it to  
21 produce any withheld documents without a guarantee that such documents will never be made  
22 public. (State Farm Gen. Mot. for Protective Order, Aug. 20, 2025, pp. 7:17–20, 15:7–9.) Thus,  
23 State Farm Mutual’s request is not just for a second bite, but a third bite at the apple—yet a  
24 further round of re-litigation.

25 An order prohibiting State Farm Mutual from subsequently seeking to intervene to  
26 reargue discovery disputes is proper here pursuant to the Court’s authority to “control the course  
27 of proceedings” and its obligation to “eliminate unnecessary delay in the progress and ultimate  
28 resolution of the proceeding.” (10 CCR § 2654.1, subds. (a)–(b).) All the Parties, and presumably

1 this Court, are aware that State Farm General's chief goal in these discovery disputes is to obtain  
2 an order precluding any publication of any materials claimed to be confidential. Given that  
3 import, it is presumably asserting its best arguments in support of its position. Allowing State  
4 Farm Mutual to come in after the fact to make the same arguments through the same counsel  
5 would constitute the exact kind of "unnecessary delay" this Court is required to eliminate. Any  
6 petition to intervene to reargue discovery disputes would inevitably delay the commencement of  
7 the full evidentiary hearing. Even if filed the same day the Court issued its discovery rulings,  
8 other parties would have five days to respond, and then State Farm Mutual would have three  
9 days to reply, and then the Court would have to rule, meaning at minimum over a week of delay  
10 in the entire proceedings, during which time State Farm General would continue to withhold any  
11 documents it was ordered to produce until State Farm Mutual's discovery arguments were fully  
12 briefed, argued, and ruled on. There is no possible good cause for allowing State Farm Mutual to  
13 delay the resolution of the proceedings simply to reassert arguments over issues that it admits it  
14 is presently "adequately represented on."

15 For these reasons, Consumer Watchdog hereby requests that the court strike State Farm  
16 Mutual's unauthorized letter filing, and to additionally enter an order prohibiting State Farm  
17 Mutual from intervening after the fact in order to challenge the Court's rulings on disputed  
18 discovery issues.<sup>1</sup>

19 DATED: September 15, 2025

Respectfully submitted,

20 Harvey Rosenfield  
21 Pamela Pressley  
22 William Pletcher  
23 Benjamin Powell  
24 Ryan Mellino  
25 CONSUMER WATCHDOG

26 By: Ryan Mellino  
27 Ryan Mellino  
28 Counsel for CONSUMER WATCHDOG

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<sup>1</sup> Consumer Watchdog is not seeking an order prohibiting State Farm Mutual from properly intervening in the future as to any issues that have not been finally decided by this Court.

**State of California, City of Los Angeles, County of Los Angeles**

On September 15, 2025, I caused service of true and correct copies of the document entitled

upon the persons named in the attached service list, in the following manner:

- I declare under penalty of perjury that the foregoing is true and correct. Executed on September 15, 2025 at Los Angeles, California.

Kaitlyn Gentile

## Service List

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